

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON TUESDAY, MAY 27, 2025 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M., AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. OATHS OF OFFICE
 - a. Trustee Gregory M. Ruffolo
 - b. Patrol Officer Beata Grzymkowska
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 May 12, 2025
(APPROVE)
 - c. Warrants \$570,270.62
 - d. ORDINANCE NO. - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING SECTION 8-7-14 ENTITLED "BICYCLES" OF CHAPTER 7 ENTITLED "CONDITION OF VEHICLES" OF TITLE 8 ENTITLED "TRAFFIC REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK (PASS)
 - e. ORDINANCE NO. - AN ORDINANCE AMENDING TITLE 5 ENTITLED "POLICE REGULATIONS" OF THE VILLAGE OF WILLOWBROOK MUNICIPAL CODE BY ADDING THERETO CHAPTER 5 ENTITLED "PUBLIC CAMPING" (PASS)

NEW BUSINESS

7. ORDINANCE NO. - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER FOR THE BORSE MEMORIAL PARK PHASE III REHABILITATION PROJECT AND AWARDING A CONTRACT TO LANDWORKS, LTD (PASS)

PRIOR BUSINESS

8. TRUSTEE REPORTS

9. ATTORNEY'S REPORT

10. CLERK'S REPORT

11. ADMINISTRATOR'S REPORT

12. MAYOR'S REPORT

13. EXECUTIVE SESSION

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

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

14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, MAY 12, 2025, 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. by Mayor Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele and Gayle Neal, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Deputy Chief Ben Kadolph, and Deputy Clerk Christine Mardegan.

ABSENT: Trustee Greg Ruffolo, Chief Lauren Kaspar, and Deputy Chief Gerard Wodka.

QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked his wife, daughter, and granddaughter to lead everyone in saying the Pledge of Allegiance.

4. OATH OF OFFICE - ELECTED OFFICIALS

The honorable Justice Linda Davenport of the Illinois Appellate Court, Third District, administered the Oath of Office to the following:

Mayor Frank Trilla

Trustee Umberto Davi

Village Clerk Gretchen Boerwinkle

Trustee Mistele

At the conclusion of the ceremony, Mayor Trilla thanked Justice Davenport for her assistance.

5. VISITORS' BUSINESS

None presented, and no written comments were received.

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 Regular Meeting April 28, 2025
(APPROVE)

- c. Warrants of \$670,203.29
- d. RESOLUTION NO. 25-R-20- A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH SEAN HALLORAN FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
- e. RESOLUTION NO. 25-R-21- A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH LAUREN KASPAR FOR THE EMPLOYMENT POSITION OF CHIEF OF POLICE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS)
- f. BUDGET AMENDMENTS
 - i. MOTION - A MOTION TO AMEND THE FY2024-2025 OPPORTUNITY RESERVE FUND AND CAPITAL PROJECT FUND BUDGETS FOR THE ACQUISITION OF 618 PLAINFIELD ROAD; WILLOWBROOK, ILLINOIS (PASS)
 - ii. MOTION - AMEND THE FY2024-2025 GENERAL FUND - VAO AND GENERAL OBLIGATION, SERIES 2022A BOND FUND BUDGETS FOR THE FUNDING OF THE CREEKSIDE PARK RENOVATION PROJECT (PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

- 7. RESOLUTION NO. 25-R-22 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE NATIONAL INSURANCE CRIME BUREAU (PASS)

Deputy Chief Kadolph presented that National Insurance Crime Bureau (NICB) is an Illinois not-for-profit corporation dedicated to fighting insurance related-crime and fraud, along with gathering and disseminating information related to insurance crime and fraud for the benefit of NICB member companies, law enforcement, regulatory authorities, and the public. The Willowbrook Police Department desires to work with the NICB and its ISO ClaimSearch industry-wide claims database to assist the department in investigating and prosecuting crime, including but limited to insurance-related crime and fraud.

The Willowbrook Police Department would be responsible for:

- Appointing an administrator to designate individuals within the department to receive access to credentials or terminate access for those who no longer need it (separation from the department).
- Ensuring those designated are in good standing and notifying NICB of any misuse.
- Staff training
- Ensuring privacy and security policies are followed and controls for protecting confidential information are in place (Orbis - IT security) and notifying NICB of any security breaches.

There is no cost to the Village for access to this program.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution 25-R-22 as presented.

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

MOTION DECLARED CARRIED

8. RESOLUTION NO. 25-R-23 - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT - PHASE III FOR THE VILLAGE OF WILLOWBROOK BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK (PASS)

Director Valent updated the Board on the components of Phase III of the Borse Memorial Community Park project including: the renovation of the pathway system, two new pavilions and restroom buildings, one of which will include a concession stand, splash pad, 2-12year-old playground, renovation of the softball fields, basketball court renovation, Veterans' Memorial, pollinator walk, new electric outlets throughout the park to accommodate Village events, new path lighting, and various landscaping improvements.

CBBEL has prepared a comprehensive range of services for Phase III construction, which includes the following six tasks:

- | | |
|------------------------------|------------------------|
| 1. Pre-Construction Services | 4. OSLAD Documentation |
| 2. Submittal Review | 5. Post Construction |
| 3. Construction Observation | 6. Material Inspection |

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 25-R-23 as presented.

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

MOTION DECLARED CARRIED

9. RESOLUTION NO. 25-R-24 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK ACCEPTING PROPOSALS AND APPROVING THE PURCHASE OF CERTAIN EQUIPMENT AND FIXTURES FOR THE BORSE MEMORIAL COMMUNITY PARK RENOVATION PROJECT - PHASE III AT A COST NOT TO EXCEED \$1,139,453.66 (PASS)

Director Kleefisch stated this item is for owner-purchased items to expedite the receipt of the materials. These pieces of equipment have longer lead times for delivery. All of the equipment is either purchased through Sourcewell or are proprietary items; in line with the Village's procurement policy. The items being purchased are listed below:

| ITEM | COST |
|--|-----------------------|
| Daktronics Scoreboard | \$17,460.00 |
| Vortex Aquatic Splash Pad System | \$118,378.66 |
| Parkaire Activity Center (restroom) | \$194,501.00 |
| Parkaire Activity Center (restroom & concession) | \$313,938.00 |
| Burke Playground Structure | \$171,225.00 |
| Parkreation Entry Arch Shelter | \$33,761.00 |
| NuToys Playground Shade Structures (7) | \$164,438.00 |
| NuToys Dugout Structures (6) | \$125,752.00 |
| TOTAL | \$1,139,453.66 |

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to Adopt Resolution 25-R-24 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal congratulated the Mayor, Village Clerk and the Trustees who were sworn in this evening.

Trustee Ruffolo was not present.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella also offered his congratulations to everyone.

11. ATTORNEY'S REPORT

Attorney Durkin echoed Trustee Neal's comments, congratulating the Trustees, Mayor and Clerk, and expressed his anticipation to continue to work with the Mayor and the Board.

12. CLERK'S REPORT

Clerk Boerwinkle had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halloran also offered his congratulations to everyone.

14. MAYOR'S REPORT

Mayor Trilla offered his congratulations to those who had been elected and expressed his appreciation for all they have done for the Village. He is glad that this great team is still together, continuing to make a big impact on the community.

15. EXECUTIVE SESSION

Mayor Trilla stated there is no need for an Executive session during tonight's meeting.

16. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Mistele to adjourn the Regular Meeting at the hour of 6:47 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

May 27, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

WARRANTS

May 27, 2025

| | | | |
|---------------------------------------|-------|----|------------|
| GENERAL CORPORATE FUND | ----- | \$ | 192,212.34 |
| WATER FUND | ----- | \$ | 65,718.76 |
| CAPITAL PROJECT FUND | ----- | \$ | 101,850.02 |
| DEBT SERVICE FUND | ----- | \$ | 40,287.00 |
| RT 83/PLAINFIELD RD BUSINESS DIST TAX | ----- | \$ | 937.50 |
| 17 SERIES 2022 BOND | ----- | \$ | 169,265.00 |
| TOTAL WARRANTS | ----- | \$ | 570,270.62 |

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
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|-----------------------|-------|----------|---------------------------------|---------------------------------------|---------|------|-----------|
| Fund: 01 GENERAL FUND | | | | | | | |
| 05/19/2025 | APCHK | 103566 | STARVED ROCK LODGE | ACTIVE ADULT PROGRAM | 590-517 | 20 | 2,195.00 |
| 05/27/2025 | APCHK | 103567 | AMERICAN TRAFFIC SOLUTIONS | RED LIGHT - ADJUDICATOR | 630-246 | 30 | 22,697.50 |
| 05/27/2025 | APCHK | 103569 | AT & T MOBILITY II LLC | TELEPHONES | 710-201 | 35 | 246.52 |
| 05/27/2025 | APCHK | 103570 | B & E AUTO REPAIR & TOWING | MAINTENANCE - BUILDING | 630-228 | 30 | 78.87 |
| 05/27/2025 | APCHK | 103571 | BENJAMIN KADOLPH | SCHOOLS/CONFERENCES/TRAVEL | 630-304 | 30 | 135.34 |
| 05/27/2025 | APCHK | 103572 | BESTWAY CHARTER TRANSPORTATION, | ACTIVE ADULT PROGRAM | 590-517 | 20 | 775.00 |
| | | | | ACTIVE ADULT PROGRAM | 590-517 | 20 | 1,050.00 |
| | | | | ACTIVE ADULT PROGRAM | 590-517 | 20 | 900.00 |
| | | | | CHECK APCHK 103572 TOTAL FOR FUND 01: | | | 2,725.00 |
| 05/27/2025 | APCHK | 103573 | CARROLL CONSTRUCTION SUPPLY | STREET IMPROVEMENTS | 765-685 | 35 | 1,336.42 |
| 05/27/2025 | APCHK | 103574 | CASE LOTS, INC | MAINTENANCE - BUILDING | 466-228 | 10 | 602.00 |
| | | | | MAINTENANCE - BUILDING | 466-228 | 10 | 1,145.40 |
| | | | | CHECK APCHK 103574 TOTAL FOR FUND 01: | | | 1,747.40 |
| 05/27/2025 | APCHK | 103575 | CHRIS JAKUBIAK | ACTIVE ADULT PROGRAM | 590-517 | 20 | 200.00 |
| 05/27/2025 | APCHK | 103576*# | CHRISTOPHER B. BURKE | FEES - ENGINEERING | 720-245 | 35 | 5,966.00 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 453.00 |
| | | | | CHECK APCHK 103576 TOTAL FOR FUND 01: | | | 6,419.00 |
| 05/27/2025 | APCHK | 103577# | COMED | RED LIGHT - ADJUDICATOR | 630-246 | 30 | 41.09 |
| | | | | RED LIGHT - ADJUDICATOR | 630-246 | 30 | 50.09 |
| | | | | RED LIGHT - ADJUDICATOR | 630-246 | 30 | 50.74 |
| | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 49.80 |
| | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 1,081.26 |
| | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 555.52 |
| | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 1,037.23 |
| | | | | ENERGY - STREET LIGHTS | 745-207 | 35 | 104.41 |
| | | | | CHECK APCHK 103577 TOTAL FOR FUND 01: | | | 2,970.14 |
| 05/27/2025 | APCHK | 103579*# | ELROD FRIEDMAN LLP | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 2,399.00 |
| | | | | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 1,177.50 |
| | | | | CHECK APCHK 103579 TOTAL FOR FUND 01: | | | 3,576.50 |

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| Fund: 01 GENERAL FUND | | | | | | | |
| 05/27/2025 | APCHK | 103580# | ESRI | FEES/DUES/SUBSCRIPTIONS | 455-307 | 10 | 945.00 |
| | | | | FEES/DUES/SUBSCRIPTIONS | 710-307 | 35 | 944.00 |
| | | | | FEES/DUES/SUBSCRIPTIONS | 810-307 | 40 | 945.00 |
| | | | | CHECK APCHK 103580 TOTAL FOR FUND 01: | | | <u>2,834.00</u> |
| 05/27/2025 | APCHK | 103581*# | FALCO'S LANDSCAPING INC | CONTINGENCIES | 490-799 | 10 | 3,900.00 |
| 05/27/2025 | APCHK | 103582 | FISH WINDOW CLEANING | MAINTENANCE - BUILDING | 466-228 | 10 | 550.00 |
| 05/27/2025 | APCHK | 103583 | FLOCK SAFETY | OTHER PROFESSIONAL SERVICES | 540-425 | 30 | 19,500.00 |
| 05/27/2025 | APCHK | 103584# | FOX TOWN PLUMBING INC | MAINTENANCE - BUILDING | 466-228 | 10 | 2,306.50 |
| | | | | MAINTENANCE - BUILDING | 466-228 | 10 | 347.00 |
| | | | | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 488.00 |
| | | | | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 255.00 |
| | | | | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 239.00 |
| | | | | CHECK APCHK 103584 TOTAL FOR FUND 01: | | | <u>3,635.50</u> |
| 05/27/2025 | APCHK | 103585 | GBJ SALES, LLC | MAINTENANCE - BUILDING | 466-228 | 10 | 144.75 |
| 05/27/2025 | APCHK | 103586 | GERARD WODKA | OPERATING EQUIPMENT | 630-401 | 30 | 20.48 |
| 05/27/2025 | APCHK | 103587 | GLOCK PROFESSIONAL, INC. | SCHOOLS/CONFERENCES/TRAVEL | 630-304 | 30 | 300.00 |
| | | | | SCHOOLS/CONFERENCES/TRAVEL | 630-304 | 30 | 300.00 |
| | | | | CHECK APCHK 103587 TOTAL FOR FUND 01: | | | <u>600.00</u> |
| 05/27/2025 | APCHK | 103590 | HEARTLAND BUSINESS SYSTEMS, LLC | PHONE - TELEPHONES | 455-201 | 10 | 400.00 |
| 05/27/2025 | APCHK | 103591 | I-PAC | FEES/DUES/SUBSCRIPTIONS | 630-307 | 30 | 100.00 |
| 05/27/2025 | APCHK | 103592 | ILCMA | PERSONNEL RECRUITMENT | 455-131 | 10 | 50.00 |
| 05/27/2025 | APCHK | 103593 | ILLINOIS LEAP | SCHOOLS/CONFERENCES/TRAVEL | 630-304 | 30 | 339.00 |
| | | | | SCHOOLS/CONFERENCES/TRAVEL | 630-304 | 30 | 339.00 |
| | | | | CHECK APCHK 103593 TOTAL FOR FUND 01: | | | <u>678.00</u> |
| 05/27/2025 | APCHK | 103594 | IRMA | SELF INSURANCE - DEDUCTIBLE | 480-273 | 10 | 4,171.74 |
| 05/27/2025 | APCHK | 103595 | JUDE R. VICKERY | STREET IMPROVEMENTS | 765-685 | 35 | 2,500.00 |
| 05/27/2025 | APCHK | 103596 | JULIE, INC. | J.U.L.I.E. | 755-332 | 35 | 1,613.00 |
| 05/27/2025 | APCHK | 103597 | K FIVE CONSTRUCTION | STREET IMPROVEMENTS | 765-685 | 35 | 320.00 |
| 05/27/2025 | APCHK | 103598 | KING CAR WASH | FUEL/MILEAGE/WASH | 630-303 | 30 | 300.00 |

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| Fund: 01 GENERAL FUND | | | | | | | |
| 05/27/2025 | APCHK | 103600 | LANDWORKS LTD | ROUTE 83 BEAUTIFICATION | 755-281 | 35 | 3,450.00 |
| | | | | ROUTE 83 BEAUTIFICATION | 755-281 | 35 | 1,200.00 |
| | | | | CHECK APCHK 103600 TOTAL FOR FUND 01: | | | 4,650.00 |
| 05/27/2025 | APCHK | 103601 | LAW OFFICES STORINO RAMELLO&DURKIN | CODIFY ORDINANCES | 455-266 | 10 | 16,068.40 |
| 05/27/2025 | APCHK | 103604 | MIKOLRAC INC. | ACTIVE ADULT PROGRAM | 590-517 | 20 | 600.00 |
| 05/27/2025 | APCHK | 103605 | MOERSCH HOSPITALITY GROUP | ACTIVE ADULT PROGRAM | 590-517 | 20 | 1,319.70 |
| 05/27/2025 | APCHK | 103606*# | MONROE TRUCK EQUIPMENT INC | SALT | 755-331 | 35 | 4,057.60 |
| 05/27/2025 | APCHK | 103607*# | MUNICIPAL GIS PARTNERS, INC. | OTHER PROFESSIONAL SERVICES | 471-425 | 10 | 1,002.86 |
| | | | | FEES - ENGINEERING | 720-245 | 35 | 1,002.87 |
| | | | | ENGINEERING SERVICES | 820-262 | 40 | 1,002.86 |
| | | | | CHECK APCHK 103607 TOTAL FOR FUND 01: | | | 3,008.59 |
| 05/27/2025 | APCHK | 103609 | NAPERVILLE TROLLEY & TOURS, LTD. | ACTIVE ADULT PROGRAM | 590-517 | 20 | 500.00 |
| 05/27/2025 | APCHK | 103610 | NATIONAL TESTING NETWORK | PERSONNEL RECRUITMENT | 630-131 | 30 | 1,000.00 |
| 05/27/2025 | APCHK | 103611 | NICOR GAS | NICOR GAS | 725-415 | 35 | 324.04 |
| 05/27/2025 | APCHK | 103612 | NUTOYS LEISURE PRODUCTS | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 956.00 |
| 05/27/2025 | APCHK | 103613# | ODELSON MURPHEY FRAZIER | FEES - VILLAGE ATTORNEY | 470-239 | 10 | 158.00 |
| | | | | FEES - FIELD COURT ATTORNEY | 630-241 | 30 | 159.00 |
| | | | | LEGAL FEES | 820-239 | 40 | 158.00 |
| | | | | CHECK APCHK 103613 TOTAL FOR FUND 01: | | | 475.00 |
| 05/27/2025 | APCHK | 103614 | ORBIS SOLUTIONS | SCHOOLS/CONFERENCES/TRAVEL | 455-304 | 10 | 280.00 |
| | | | | CONSULTING SERVICES - IT | 460-306 | 10 | 283.00 |
| | | | | CONSULTING SERVICES - IT | 460-306 | 10 | 250.00 |
| | | | | CHECK APCHK 103614 TOTAL FOR FUND 01: | | | 813.00 |
| 05/27/2025 | APCHK | 103615 | ORKIN EXTERMINATING | MAINTENANCE - BUILDING | 630-228 | 30 | 131.00 |
| 05/27/2025 | APCHK | 103616 | P.F. PETTIBONE & CO. | PRINTING & PUBLISHING | 630-302 | 30 | 58.00 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 20.00 |
| | | | | CHECK APCHK 103616 TOTAL FOR FUND 01: | | | 78.00 |

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| Fund: 01 GENERAL FUND | | | | | | | |
| 05/27/2025 | APCHK | 103617*# | RAGS ELECTRIC, INC | MAINTENANCE - BUILDING | 466-228 | 10 | 293.56 |
| | | | | MAINTENANCE | 725-410 | 35 | 3,690.92 |
| | | | | CHECK APCHK 103617 TOTAL FOR FUND 01: | | | 3,984.48 |
| 05/27/2025 | APCHK | 103618 | RAY O'HERRON CO., INC. | OPERATING EQUIPMENT | 630-401 | 30 | 701.98 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 135.85 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 179.95 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 370.89 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 234.84 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 48.85 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 108.81 |
| | | | | CHECK APCHK 103618 TOTAL FOR FUND 01: | | | 1,781.17 |
| 05/27/2025 | APCHK | 103619 | RICHARDS BICYCLES | BIKE PROGRAM | 660-205 | 30 | 699.88 |
| | | | | BIKE PROGRAM | 660-205 | 30 | 311.90 |
| | | | | CHECK APCHK 103619 TOTAL FOR FUND 01: | | | 1,011.78 |
| 05/27/2025 | APCHK | 103620 | SEASPAR | SPECIAL RECREATION ASSOC PROGRAM DUES | 590-518 | 20 | 44,317.50 |
| 05/27/2025 | APCHK | 103621 | SECURITAS TECHNOLOGY CORPORATION | MAINTENANCE - BUILDING | 466-228 | 10 | 461.25 |
| 05/27/2025 | APCHK | 103622*# | SPENCER KARIE | FINANCIAL SERVICES | 620-252 | 25 | 1,830.00 |
| 05/27/2025 | APCHK | 103623 | TAMELING INDUSTRIES | MAINTENANCE - BUILDING | 466-228 | 10 | 1,781.46 |
| 05/27/2025 | APCHK | 103624 | THOMPSON ELEV. INSPECT. SERVICE | ELEVATOR INSPECTION | 830-117 | 40 | 172.00 |
| | | | | ELEVATOR INSPECTION | 830-117 | 40 | 200.00 |
| | | | | ELEVATOR INSPECTION | 830-117 | 40 | 43.00 |
| | | | | CHECK APCHK 103624 TOTAL FOR FUND 01: | | | 415.00 |
| 05/27/2025 | APCHK | 103625 | TRAFFIC CONTROL & PROTECTIONS | ROAD SIGNS | 755-333 | 35 | 3,040.00 |
| 05/27/2025 | APCHK | 103626 | ULINE | MAINTENANCE - EQUIPMENT | 570-411 | 20 | 720.48 |
| 05/27/2025 | APCHK | 103628*# | UNDERGROUND PIPE SOLUTIONS | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 1,750.00 |
| | | | | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 3,900.00 |
| | | | | STORM WATER IMPROVEMENTS MAINTENANCE | 750-381 | 35 | 6,000.00 |
| | | | | CHECK APCHK 103628 TOTAL FOR FUND 01: | | | 11,650.00 |
| 05/27/2025 | APCHK | 103629 | UNIFORMS DIRECT LLC | UNIFORMS | 630-345 | 30 | 640.00 |
| | | | | OPERATING EQUIPMENT | 630-401 | 30 | 304.00 |

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| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
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| Fund: 01 GENERAL FUND | | | | | | | |
| | | | | CHECK APCHK 103629 TOTAL FOR FUND 01: | | | 944.00 |
| 05/27/2025 | APCHK | 103631 | VESTIS GROUP, INC. | MAINTENANCE - BUILDING | 630-228 | 30 | 64.73 |
| 05/27/2025 | APCHK | 103632 | WCS PHOTOGRAPHY | EMPLOYEE RECOGNITION | 630-309 | 30 | 134.00 |
| 05/27/2025 | APCHK | 103633# | WLBK BURR RIDGE CHAMBER OF COM | SCHOOLS/CONFERENCES/TRAVEL | 410-304 | 05 | 240.00 |
| | | | | SCHOOLS/CONFERENCES/TRAVEL | 455-304 | 10 | 30.00 |
| | | | | TRAINING | 555-304 | 20 | 60.00 |
| | | | | SCHOOLS/CONFERENCES/TRAVEL | 630-304 | 30 | 90.00 |
| | | | | SCHOOLS/CONFERENCES/TRAVEL | 810-304 | 40 | 30.00 |
| | | | | CHECK APCHK 103633 TOTAL FOR FUND 01: | | | 450.00 |
| | | | | Total for fund 01 GENERAL FUND | | | 192,212.34 |

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| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
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| Fund: 02 WATER FUND | | | | | | | |
| 05/27/2025 | APCHK | 103568 | ASSOCIATED TECHNICAL SERV. LTD. | LEAK SURVEYS | 430-276 | 50 | 740.00 |
| 05/27/2025 | APCHK | 103576*# | CHRISTOPHER B. BURKE | SPECIAL PROJECTS | 401-310 | 50 | 2,520.00 |
| | | | | FEES - ENGINEERING | 405-245 | 50 | 848.00 |
| | | | | FEES - ENGINEERING | 405-245 | 50 | 1,250.00 |
| | | | | CHECK APCHK 103576 TOTAL FOR FUND 02: | | | 4,618.00 |
| 05/27/2025 | APCHK | 103578 | CORE & MAIN LP | NEW METERING EQUIPMENT | 435-461 | 50 | 6,078.69 |
| 05/27/2025 | APCHK | 103581*# | FALCO'S LANDSCAPING INC | WATER DISTRIBUTION REPAIRS/MAINTENANCE | 430-277 | 50 | 2,810.00 |
| | | | | WATER DISTRIBUTION REPAIRS/MAINTENANCE | 430-277 | 50 | 1,550.00 |
| | | | | SPOILS HAULING SERVICES | 430-280 | 50 | 4,950.00 |
| | | | | SPOILS HAULING SERVICES | 430-280 | 50 | 4,950.00 |
| | | | | SPOILS HAULING SERVICES | 430-280 | 50 | 4,950.00 |
| | | | | SPOILS HAULING SERVICES | 430-280 | 50 | 4,400.00 |
| | | | | CHECK APCHK 103581 TOTAL FOR FUND 02: | | | 23,610.00 |
| 05/27/2025 | APCHK | 103588 | H AND R CONSTRUCTION INC. | WATER DISTRIBUTION REPAIRS/MAINTENANCE | 430-277 | 50 | 4,600.00 |
| 05/27/2025 | APCHK | 103589 | HBK WATER METER SERVICE | METERS FLOW TESTING | 435-278 | 50 | 279.00 |
| 05/27/2025 | APCHK | 103599 | KLOEPFER CONSTRUCTION, INC. | WATER DISTRIBUTION REPAIRS/MAINTENANCE | 430-277 | 50 | 5,826.35 |
| | | | | WATER DISTRIBUTION REPAIRS/MAINTENANCE | 430-277 | 50 | 6,345.16 |
| | | | | CHECK APCHK 103599 TOTAL FOR FUND 02: | | | 12,171.51 |
| 05/27/2025 | APCHK | 103603 | MIDWEST METER INC | NEW METERING EQUIPMENT | 435-461 | 50 | 3,320.69 |
| 05/27/2025 | APCHK | 103607*# | MUNICIPAL GIS PARTNERS, INC. | FEES - ENGINEERING | 405-245 | 50 | 1,002.87 |
| 05/27/2025 | APCHK | 103622*# | SPENCER KARIE | FINANCIALS SERVICES | 401-309 | 50 | 1,220.00 |
| 05/27/2025 | APCHK | 103627 | UNDERGROUND PIPE & VALVE, CO. | MATERIAL & SUPPLIES - DISTRIBUTION | 430-476 | 50 | 3,590.00 |
| 05/27/2025 | APCHK | 103628*# | UNDERGROUND PIPE SOLUTIONS | WATER DISTRIBUTION REPAIRS/MAINTENANCE | 430-277 | 50 | 600.00 |
| 05/27/2025 | APCHK | 438 (E) *# | UMB BANK N.A. | INTEREST - BOND | 449-102 | 50 | 3,888.00 |
| | | | | Total for fund 02 WATER FUND | | | 65,718.76 |

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| Check Date | Bank | Check # | Payee | Description | Account | Dept | Amount |
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| Fund: 10 CAPITAL PROJECT FUND | | | | | | | |
| 05/27/2025 | APCHK | 103576*# | CHRISTOPHER B. BURKE | STORMWATER MASTER PLAN | 600-306 | 55 | 10,893.33 |
| | | | | CREEKSIDE PARK IMPROVEMENTS | 600-345 | 55 | 242.77 |
| | | | | CREEKSIDE PARK IMPROVEMENTS | 600-345 | 55 | 778.00 |
| | | | | BORSE PARK - PHASE III | 600-355 | 55 | 21,576.00 |
| | | | | BORSE PARK - PHASE III | 600-355 | 55 | 36,116.67 |
| | | | | CHECK APCHK 103576 TOTAL FOR FUND 10: | | | 69,606.77 |
| 05/27/2025 | APCHK | 103602 | LIVING WATERS CONSULTANTS | BORSE PARK PHASE II | 600-347 | 55 | 672.25 |
| 05/27/2025 | APCHK | 103606*# | MONROE TRUCK EQUIPMENT INC | PUBLIC WORKS EQUIPMENT | 600-322 | 55 | 5,910.00 |
| | | | | PUBLIC WORKS EQUIPMENT | 600-322 | 55 | 4,308.00 |
| | | | | PUBLIC WORKS EQUIPMENT | 600-322 | 55 | 250.40 |
| | | | | CHECK APCHK 103606 TOTAL FOR FUND 10: | | | 10,468.40 |
| 05/27/2025 | APCHK | 103608 | NAPERVILLE CONSTRUCTION | BORSE PARK - PHASE III | 600-355 | 55 | 11,288.10 |
| 05/27/2025 | APCHK | 103617*# | RAGS ELECTRIC, INC | BORSE PARK - PHASE III | 600-355 | 55 | 978.00 |
| 05/27/2025 | APCHK | 103630 | UPLAND DESIGN, LTD. | BORSE PARK - PHASE III | 600-355 | 55 | 8,836.50 |
| | | | | Total for fund 10 CAPITAL PROJECT FUND | | | 101,850.02 |

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| Fund: 11 DEBT SERVICE FUND | | | | | | | |
| 05/27/2025 | APCHK | 438 (E) *# | UMB BANK N.A. | BOND INTEREST | 550-402 | 70 | 40,287.00 |
| | | | | Total for fund 11 DEBT SERVICE FUND | | | 40,287.00 |

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|---|-------|----------|--------------------|--|---------|------|--------|
| Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX | | | | | | | |
| 05/27/2025 | APCHK | 103579*# | ELROD FRIEDMAN LLP | LEGAL FEES | 401-242 | 15 | 937.50 |
| | | | | Total for fund 15 RT 83/PLAINFIELD RD BUSINESS | | | 937.50 |

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|---------------------------|-------|---------|---------------|------------------------------------|---------|------|------------|
| Fund: 17 SERIES 2022 BOND | | | | | | | |
| 05/27/2025 | APCHK | 439 (E) | UMB BANK N.A. | BOND INTEREST EXPENSE | 550-402 | 85 | 169,265.00 |
| | | | | Total for fund 17 SERIES 2022 BOND | | | 169,265.00 |
| TOTAL - ALL FUNDS | | | | | | | 570,270.62 |

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
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BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.d.

DATE: May 27, 2025

SUBJECT:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING SECTION 8-7-14 ENTITLED "BICYCLES" OF CHAPTER 7 ENTITLED "CONDITION OF VEHICLES" OF TITLE 8 ENTITLED "TRAFFIC REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Lauren Kaspar, Chief of Police

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking Village Board approval of an ordinance regulating the use of low-speed electric or gas bicycles or scooters within the Village of Willowbrook

BACKGROUND/SUMMARY

Over the last two years, the prevalence of low-speed electric or gas bicycles and scooters, sometimes referred to as "E-bikes" or "E-scooters", has become increasingly common in the Village of Willowbrook. Given the abundance of these devices, the topic of Village ordinance regulations on them has become a very popular public safety issue.

In 2018, The Illinois vehicle code established regulations which classify E-Bikes into three categories based on battery wattage, speed, and age association with each class as follows (625 ILCS 5/1-140.10):

Low-speed electric bicycle. A bicycle equipped with fully operable pedals and an electric motor of less than 750 watts that meets the requirements of one of the following classes:

(a) "**Class 1 low-speed electric bicycle**" means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.

(b) "**Class 2 low-speed electric bicycle**" means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour.

(c) "**Class 3 low-speed electric bicycle**" means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.



By state statute, E-Bikes are also subject to the following Rules of the Road:

- E-bikes must follow the same rules of the road as bicycles, including obeying traffic control devices
- Persons under 16 are not permitted to ride Class 3 e-bikes
- E-bikes may not be ridden on sidewalks including those in a “downtown” area
- E-bikes are allowed on bike paths; however, they must be ridden at the same safe speeds as bicycles

Additionally in 2024, the Illinois Vehicle added regulations surrounding the operation of E-scooters as follows (625 ILCS 5/11-1518):

- E-scooters are not permitted for use in a local municipality unless an ordinance is adopted allowing it.
- In Illinois municipalities where e-scooters are permitted, they may only be ridden by adults 18 and older
- E-scooters may not travel faster than 10 mph.
- E-scooters are not permitted on roads with speed limits in excess of 35 mph or State highways.
- E-scooters upon any public highway in the State while under the influence of alcohol or any drug.
- Additional regulations on lighting, equipment, operating condition, and passenger limits apply.

With the growing popularity of these devices, community concerns include unsafe operation, property damage associated with reckless operation, visibility of these devices for the motoring public, and overall safety for riders. After surveying numerous municipalities within the area, staff has taken the approach to developing an ordinance mirroring State statute while adding some additional safeguards for the community.

The ordinance developed provides the definitions for low-speed electric or gas bicycles or scooters as set forth in the Illinois Vehicle Code, and reiterates that all traffic laws shall apply to every person riding or operating a bicycle, low-speed electric bicycle, low-speed gas bicycle, moped, or low-speed electric scooter on any street, roadway, alley, sidewalk, or parking lot or on other public property within the Village. The new ordinance will also make it unlawful for a person to do any act forbidden by, or fail to perform any act required by, any provision of the ordinance or any applicable provision of the Illinois Vehicle Code while riding or operating a bicycle, low-speed electric bicycle, low-speed gas bicycle, moped, or low-speed electric scooter within the Village. Additionally, it will be unlawful for a person to permit any minor child of which they are a parent or guardian to violate any provision of the ordinance or any applicable provision of the Illinois Vehicle Code while riding or operating a bicycle, low-speed electric bicycle, low-speed gas bicycle, moped, or low-speed electric scooter within the Village.

Additional regulations and restrictions on the operation of a low-speed electric bicycle, low-speed gas bicycle, or low-speed electric scooter on any street, roadway, alley, sidewalk, bicycle path, multi-use path, parking lot or on other public property within the Village will include:

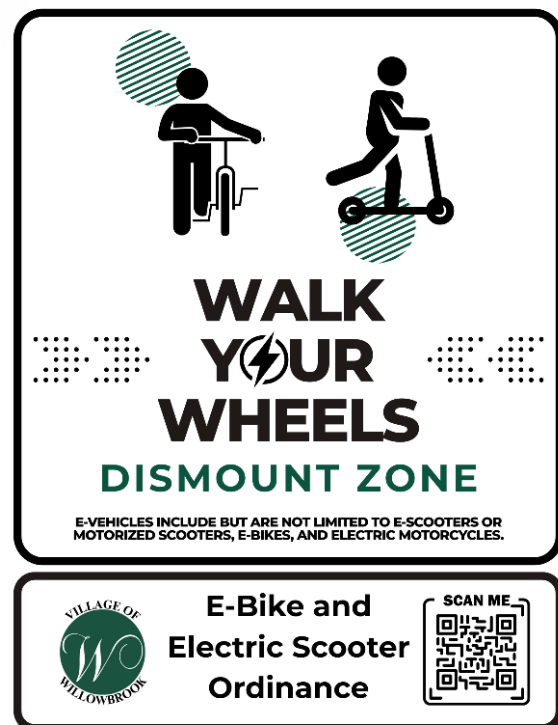
- A person may operate a low-speed electric bicycle (including a Class 1, Class 2, or Class 3 low-speed electric bicycle) or low-speed gas bicycle only if the person is at least 16 years of age. This limitation does not apply to a Class 1 or Class 2 low-speed electric bicycle that is being operated under manual power only and without utilizing motorized propulsion or assistance.
- A person may operate a low-speed electric scooter only if the person is at least 18 years of age.
- A person may not operate a low-speed electric bicycle (including a Class 1, Class 2, or Class 3 low-speed electric bicycle), low-speed gas bicycle, or low-speed electric scooter within the Village on any public



sidewalk, bicycle path, or multi-use path or on any other public property or public way where the use of motor vehicles is not permitted; provided, however that a Class 1, Class 2, or Class 3 low-speed electric bicycle may be operated on a bicycle path or multi-use path under manual power only and without utilizing motorized propulsion or assistance.

- Nothing in this section shall be construed to prohibit the use of a motorized wheelchair or similar personal mobility device that is designed for and used by a person with disabilities on any sidewalk, multi-use path, or other public way consistent with the rights and duties applicable to pedestrians.

To spread the word and educate residents on the current state laws and new Village ordinance, staff will market via social media and the Village website. Additionally, signage (samples below) will be posted in all applicable locations with a QR code link to the new ordinance. Staff believes this approach best fits the needs of the Village and will allow for the administrative adjudication of offenses related to the operation of low-speed electric or gas bicycles or scooters within the Village of Willowbrook.



FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the ordinance regulating the use of low-speed electric or gas bicycles or scooters within the Village of Willowbrook.

ORDINANCE NO. 25-O-_____

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING SECTION 8-7-14 ENTITLED “BICYCLES” OF CHAPTER 7 ENTITLED “CONDITION OF VEHICLES” OF TITLE 8 ENTITLED “TRAFFIC REGULATIONS” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK

WHEREAS, the Village of Willowbrook, DuPage County, Illinois, is a home rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, pursuant to the Village’s home rule powers and applicable authority, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village of Willowbrook to amend Title 8, Chapter 7, Section 8-7-14, to address the use of bicycles, low-speed electric bicycles, low-speed gas bicycles and scooters upon streets, sidewalks, and other public ways within the Village.

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, Section 8-7-14 entitled “Bicycles” of Chapter 7 entitled “Condition of Vehicles” of Title 8 entitled “Traffic Regulations” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois, be and is hereby amended, in its entirety, to read as follows:

SECTION 1: Title 8, Chapter 7, Section 8-7-14, as amended, is hereby amended, in its entirety, to read as follows:

“8-7-14: Bicycles, Low-Speed Electric Bicycles or Gas Bicycles, and Scooters”

(A) Definitions: For purposes of this chapter, all terms shall have the meanings set forth in the Illinois Vehicle Code unless otherwise expressly provided.

(B) Traffic Laws Apply: Every person riding or operating a bicycle, low-speed electric bicycle, low-speed gas bicycle, moped, or low-speed electric scooter on any street, roadway, alley, sidewalk, or parking lot or on other public property within the Village shall be subject to all of the duties applicable to the driver of a vehicle, except as to special regulations for the use of such devices as set forth in this Chapter or in the Illinois Vehicle

Code. Additionally, every person operating a bicycle, low-speed electric bicycle, low-speed gas bicycle, moped, or low-speed electric scooter shall comply with all special regulations set forth in Chapter 11 (Rules of the Road), Article XV (Bicycles) of the Illinois Vehicle Code (625 ILCS 5/11-1501 through 11-1518, inclusive, and as amended from time to time) and all additional regulations and restrictions provided in this chapter.

(C) Application:

1. It is unlawful for a person to do any act forbidden, or fail to perform any act required, by any provision of this chapter or any applicable provision of the Illinois Vehicle Code while riding or operating a bicycle, low-speed electric bicycle, low-speed gas bicycle, moped, or low-speed electric scooter within the Village.
2. It is unlawful for a person to permit any minor child of which they are a parent or guardian to violate any provision of this chapter or any applicable provision of the Illinois Vehicle Code while riding or operating a bicycle, low-speed electric bicycle, low-speed gas bicycle, moped, or low-speed electric scooter within the Village.

(D) Additional Regulations and Restrictions:

1. The following additional regulations and restrictions shall apply to the operation of a low-speed electric bicycle, low-speed gas bicycle, or low-speed electric scooter on any street, roadway, alley, sidewalk, bicycle path, multi-use path, or parking lot or on other public property within the Village:
 - (a) A person may operate a low-speed electric bicycle (including a Class 1, Class 2, or Class 3 low-speed electric bicycle) or low-speed gas bicycle only if the person is at least 16 years of age. This limitation does not apply to a Class 1 or Class 2 low-speed electric bicycle that is being operated under manual power only and without utilizing motorized propulsion or assistance.
 - (b) A person may operate a low-speed electric scooter only if the person is at least 18 years of age.
 - (c) A person may not operate a low-speed electric bicycle (including a Class 1, Class 2, or Class 3 low-speed electric bicycle), low-speed gas bicycle, or low-speed electric scooter within the Village on any public sidewalk, bicycle path, or multi-use path or on any other public property or public way where the use of motor vehicles is not permitted; provided, however that a Class 1, Class 2, or Class 3 low-speed electric bicycle may be operated on a bicycle path or multi-use path under manual power only and without utilizing motorized propulsion or assistance.
 - (d) Nothing in this section shall be construed to prohibit the use of a motorized wheelchair or similar personal mobility device that is designed for and used by a person with disabilities on any sidewalk, multi-use path, or other public way consistent with the rights and duties applicable to pedestrians.

(E) No person may operate any bicycle that is equipped with an electric-powered motor of 750 watts or more, or any off-highway motorcycle on any street, roadway, alley, sidewalk, bicycle path, multi-use path, or parking lot or on other public property within the Village.

SECTION 2: Any ordinance or portion of any ordinance in conflict with any provisions of this ordinance is hereby repealed, solely to the extent of such conflict.

SECTION 3: This ordinance shall be in full force and effect from, upon and after its passage and approval and publication in the manner provided by law.

PASSED and APPROVED this 27th day of May, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.e.

DATE: May 27, 2025

SUBJECT:

AN ORDINANCE AMENDING TITLE 5 ENTITLED "POLICE REGULATIONS" OF THE VILLAGE OF WILLOWBROOK MUNICIPAL CODE BY ADDING THERETO CHAPTER 5 ENTITLED "PUBLIC CAMPING"

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Lauren Kaspar, Chief of Police

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking Village Board approval of an ordinance regulating public camping within the Village of Willowbrook.

BACKGROUND/SUMMARY

In June of 2024, the Supreme Court of the United States issued their opinion on the authority of the regulation surrounding camping on public property as it specifically relates to homeless individuals. The ruling in the *City of Grants Pass, Oregon v. Johnson et al*, ultimately preserved local control and upheld ordinances regulating camping on public property.

After the issuance of the opinion, the Illinois Municipal League (IML) developed a model ordinance regulating public camping that complies with the Supreme Court's opinion. The ordinance cites sources that discuss the following:

- In 2020, there were approximately 10,431 Illinoisans experiencing homelessness. ILL. OFF. TO PREVENT & END HOMELESSNESS, ILL. DEP'T HUM. SERVS., HOME ILLINOIS: ILLINOIS' PLAN TO PREVENT AND END HOMELESSNESS (2022), available at <https://perma.cc/QV8K-3XGK>; and,
- A 2022 study by the United States (U.S.) Department of Housing and Urban Development estimated that 9,212 people were experiencing homelessness in Illinois in January 2022, with an estimated 20.6% of those homeless persons being unsheltered, meaning they have no form of shelter on which to rely. OFF. POL'Y DEV. & RSCH., U.S. DEP'T HOUS.& URB. DEV., PIT ESTIMATES OF HOMELESSNESS IN THE U.S. (2022), available at <https://www.huduser.gov/portal/sites/default/files/xls/2007-2022-PIT-Counts-by-State.xlsx>; and,
- The estimates provided by the U.S. Department of Housing and Urban Development "likely underestimate the size of the homeless population because identifying people experiencing homelessness is inherently difficult." U.S. GOV'T ACCOUNTABILITY OFF., GAO-20-433, HOMELESSNESS: BETTER HUD OVERSIGHT OF DATA COLLECTION COULD IMPROVE ESTIMATES OF HOMELESS POPULATION (2020), available at <https://perma.cc/7ZUQ-U5CE>.



- The American Public Health Association has recognized homelessness as a public health issue, since research shows that homeless individuals (1) suffer “higher mortality rates and chronic disease loads” than non-homeless populations; (2) “overuse emergency services, leading to higher costs for treatment” for all persons; and, (3) with no form of shelter “can exacerbate conditions such as diabetes and hepatitis C” Housing and Homelessness as a Public Health Issue, Am. Pub. Health Ass’n (Nov. 7, 2017), <https://www.apha.org/policies-and-advocacy/public-health-policy-statements/policy-database/2018/01/18/housing-and-homelessness-as-a-public-health-issue>; see also Bernard Beall et al., Invasive Pneumococcal Disease Clusters Disproportionally Impact Persons Experiencing Homelessness, Injecting Drug Users, and the Western United States, 226 J. Infectious Diseases 332 (2022), available at <https://doi.org/10.1093/infdis/jiac058>. (finding that “invasive pneumococcal disease” was “disproportionally represented” in the homeless population when compared against populations not experiencing homelessness); and,
- The U.S. Interagency Council on Homelessness has noted that people “who experience homelessness die nearly 30 years earlier than the average American—and often from easily treatable illnesses.” Homelessness Data & Trends, U.S. INTERAGENCY COUNCIL ON HOMELESSNESS, <https://www.usich.gov/guidance-reports-data/data-trends> (last visited July 15, 2024); and,
- With the complex matters surrounding homelessness and potential public health concerns, the model ordinance prohibits public camping and creates a progressive method of enforcement/penalties. It provides a way for Villages to address these public health concerns as well as any other concerns public camping creates.

In December of 2024, staff began researching the adoption of the model ordinance as it relates to the Village of Willowbrook. After reaching out to other DuPage County municipalities, Clarendon Hills and Wayne Police Departments responded that they adopted the model ordinance provided by the IML. Other agencies such as Glen Ellyn and Downers Grove related that they had parks/park district ordinances that prohibited camping, sleeping, or campsites within their parks and they saw no real need for the model ordinance. The remaining agencies did not respond and/or related it was not a priority due to limited prevalence in their communities.

Currently, Willowbrook Village ordinance only establishes hours of operations for public parks as follows:

Village parks shall be open to the public between dawn and dusk daily. It shall be unlawful for any person (other than Village personnel conducting Village business) to occupy or be present in any park during any hours in which said park is not open to the public. Notwithstanding the above provisions, however, the official closing time of the Community Park shall be ten o'clock (10:00) P.M. on those evenings on which night activities are authorized by the Superintendent of Parks and Recreation.

Although it is not a prevalent issue within the Village of Willowbrook, there have been instances where staff encountered individuals camping in public or utilizing public spaces for non-intended use. The current response would be driven by the hours of operation restrictions as it relates to parks and/or a humanitarian approach of providing resources and shelter services. With the recent addition of memorandums of understanding with Northeast DuPage Family and Youth Services as well as NAMI of DuPage, staff has additional referral resources to provide to individuals who are willing to accept help. Adoption of the model ordinance would provide additional enforcement options as well as establish the following:

- Definitions
- Where public camping is prohibited
- Exceptions to the prohibition
- When/how a campsite can be removed
- Disposition and release of personal property
- Penalties and mitigations



Village of WILLOWBROOK

Police

This new ordinance would not only be applicable to parks, but also to a public sidewalk, street, alley, lane, other public right-of-way, bench, or any other publicly owned property including public camping in a vehicle.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION:

Adopt the ordinance regulating public camping within the Village of Willowbrook.

ORDINANCE NO. 25-O-_____

**AN ORDINANCE AMENDING TITLE 5 ENTITLED “POLICE REGULATIONS” OF
THE VILLAGE OF WILLOWBROOK MUNICIPAL CODE BY ADDING THERETO
CHAPTER 5 ENTITLED “PUBLIC CAMPING”**

WHEREAS, the Village of Willowbrook, DuPage County, Illinois, is a home rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, estimates provide that, in 2020, there were approximately 10,431 Illinoisans experiencing homelessness. ILL. OFF. TO PREVENT & END HOMELESSNESS, ILL. DEP’T HUM. SERVS., HOME ILLINOIS: ILLINOIS’ PLAN TO PREVENT AND END HOMELESSNESS (2022), available at <https://perma.cc/QV8K-3XGK>; and

WHEREAS, a 2022 study by the United States (U.S.) Department of Housing and Urban Development estimated that 9,212 people were experiencing homelessness in Illinois in January 2022, with an estimated 20.6% of those homeless persons being unsheltered, meaning they have no form of shelter on which to rely. OFF. POL’Y DEV. & RSCH., U.S. DEP’T HOUS.& URB. DEV., PIT ESTIMATES OF HOMELESSNESS IN THE U.S. (2022), available at <https://www.huduser.gov/portal/sites/default/files/xls/2007-2022-PIT-Counts-by-State.xlsx>; and

WHEREAS, the estimates provided by the U.S. Department of Housing and Urban Development “likely underestimate the size of the homeless population because identifying people experiencing homelessness is inherently difficult.” U.S. GOV’T ACCOUNTABILITY OFF., GAO-20-433, HOMELESSNESS: BETTER HUD OVERSIGHT OF DATA COLLECTION COULD IMPROVE ESTIMATES OF HOMELESS POPULATION (2020), available at <https://perma.cc/7ZUQ-U5CE>; and

WHEREAS, the American Public Health Association has recognized homelessness as a public health issue, since research shows that homeless individuals (1) suffer “higher mortality rates and chronic disease loads” than non-homeless populations; (2) “overuse emergency services, leading to higher costs for treatment” for all persons; and, (3) with no form of shelter “can exacerbate conditions such as diabetes and hepatitis C” *Housing and Homelessness as a Public Health Issue*, Am. Pub. Health Ass’n (Nov. 7, 2017), <https://www.apha.org/policies-and-advocacy/public-health-policy-statements/policy-database/2018/01/18/housing-and-homelessness-as-a-public-health-issue>; see also Bernard Beall et al., *Invasive Pneumococcal Disease Clusters Disproportionally Impact Persons Experiencing Homelessness, Injecting Drug Users, and the Western United States*, 226 J. Infectious Diseases 332 (2022), available at <https://doi.org/10.1093/infdis/jiac058>. (finding that “invasive pneumococcal disease” was “disproportionally represented” in the homeless population when compared against populations not experiencing homelessness); and

WHEREAS, the U.S. Interagency Council on Homelessness has noted that people “who experience homelessness die nearly 30 years earlier than the average American—and often from easily treatable illnesses.” *Homelessness Data & Trends*, U.S. INTERAGENCY COUNCIL ON IML Model Ordinance: Public Camping HOMELESSNESS, <https://www.usich.gov/guidance-reports-data/data-trends> (last visited July 15, 2024); and

WHEREAS, the Village is a home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and

WHEREAS, pursuant to Section 1-1-4 of the Illinois Municipal Code (65 ILCS 5/1-1-4), the Village has those powers conferred upon it by the Illinois Municipal Code; and

WHEREAS, the Section 1-2-1 of the Illinois Municipal Code (65 ILCS 5/1-2-1), provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, Section 1-2-1.1 of the Illinois Municipal Code (65 ILCS 5/1-2-1.1) empowers the corporate authorities of the municipality to pass ordinances to regulate any matter that is expressly within the powers granted to the municipality by making the violation a misdemeanor punishable by up to six (6) months of incarceration; and

WHEREAS, Section 1-1-10 of the Illinois Municipal Code (65 ILCS 5/1-1-10) empowers the corporate authorities of the municipality to exercise all powers granted to it expressly, by necessity, by the Illinois Municipal Code, by Illinois statute, or by the Illinois Constitution; and

WHEREAS, Section 11-20-5 of the Illinois Municipal Code (65 ILCS 5/11-20-5) empowers the corporate authorities of each municipality to “do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of diseases”; and

WHEREAS, Section 11-60-2 of the Illinois Municipal Code (65 ILCS 5/11-60-2) empowers the corporate authorities of each municipality to define, prevent and abate nuisances; and

WHEREAS, Section 3-102 of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/3-102) obligates the Village to “exercise ordinary care to maintain public property in a reasonably safe condition.” *Bubb v. Springfield Sch. Dist.* 186, 167 Ill. 2d 372, 377 (1995) (citing 745 ILCS 10/3-102); and

WHEREAS, the Local Governmental and Governmental Employees Tort Immunity Act generally immunizes municipalities from damages claims where the public property was not being used in the manner intended and permitted by the municipality. *See Wojdyla v. City of Park Ridge*, 148 Ill. 2d 417, 421–22 (1992) (*quoting* 745 ILCS 10/3-102(a)) (“Thus, for a pedestrian to be protected in the present circumstances by the statute, he must be an intended and permitted user of the property under the control of the city.”); and

WHEREAS, in *City of Grants Pass, Oregon v. Johnson*, 603 U.S. ___, 144 S. Ct. 2202 (2024), the United States Supreme Court held that the criminalization of “public camping”, as defined in the City of Grants Pass’s ordinance, did not unconstitutionally infringe on the Eighth Amendment rights of homeless and otherwise unhoused persons within said City; and

WHEREAS, in *Johnson*, the United States Supreme Court acknowledged that homelessness is a “complex and serious social issue” whose “causes are many” and which “cries out for effective responses” to combat it. *Johnson*, 603 U.S. ___, slip op. at 10, 34; and

WHEREAS, in *Johnson*, the United States Supreme Court relied heavily on the “stepwise” escalation of penalties in Grants Pass’s ordinance to uphold its constitutionality. *Id.* at 11, 16–17; and

WHEREAS, in view of the foregoing, the corporate authorities of the Village of Willowbrook believe that it is appropriate, necessary and in the best interests of the Village and its residents, that the Village implement a Public Camping Prohibition and related enforcement mechanisms, to address the myriad public concerns that public camping creates.

NOW, THEREFORE, be it ordained, by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION ONE: **Recitals.** The foregoing recitals are adopted as express findings of corporate authorities of the Village of Willowbrook and are incorporated herein by specific reference.

SECTION TWO: That Title 5 entitled “Police Regulations” of the Municipal Code of the Village of Willowbrook, as amended, is hereby further amended by adding thereto Chapter 5 entitled “Public Camping”, which shall read, in its entirety, as set forth on Exhibit “A”, attached hereto and made a part hereof.

SECTION THREE: Any ordinance or portion of any ordinance in conflict with any provision of this ordinance is hereby repealed solely to the extent of such conflict.

SECTION FOUR: This ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 27th day of May, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

CHAPTER 5. PUBLIC CAMPING:

5-5-1: PUBLIC CAMPING AS A NUISANCE:

Public Camping, as the term is defined herein, is hereby declared to be a nuisance within the Village for the reasons identified above. In an effort to address the public health concerns identified above, the Village hereby declares it necessary or expedient for the promotion of health or the suppression of diseases, to regulate Public Camping, as that term is defined herein, within the Village’s corporate limits.

5-5-2: PUBLIC CAMPING NOT INTENDED USE OF PUBLIC PROPERTY:

Except for those parcels of property specifically designated by the Village in any subsequent ordinance, the Village hereby declares that none of its property is permitted nor intended to be used for Public Camping, as the term is defined herein.

5-5-3: DEFINITIONS:

The following definitions apply to this Chapter:

“Bedding” means a sleeping bag, or any other material, used for bedding purposes.

“Campsite” means any physical space that is not within an established structure, where Bedding or any stove or fire is placed, established or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack or any other structure, or any vehicle or part thereof.

“Exempt Personal Property” means items which would otherwise constitute Personal Property under the terms of this Ordinance, but which (i) has no apparent utility or monetary value; (ii) Personal Property which is unsanitary to store or otherwise maintain; (iii) any weapon possessed illegally; (iv) drug paraphernalia; (v) items appearing to be stolen or otherwise appearing to be evidence of a crime; (vi) items which the person cannot demonstrate the requisite lawful authority to possess; and, (vii) any items of food which can reasonably be expected to spoil or otherwise perish within the next 30 days.

“Personal Property” means any item reasonably recognizable as belonging to a person and having apparent utility or monetary value, except for Exempt Personal Property.

“Public Camping” means to cause or participate in the establishment of, or the act of remaining in or at, a Campsite.

5-5-4: PUBLIC CAMPING PROHIBITED:

A. No person may sleep, nor otherwise engage in Public Camping, on a public sidewalk, street, alley, lane, other public right-of-way, park, bench, or any other publicly-owned property, nor on or under any bridge or viaduct, at any time.

B. No person may sleep, nor otherwise engage in Public Camping, in any pedestrian or vehicular entrance to public or private property abutting a public right-of-way.

C. No person may sleep, nor otherwise engage in Public Camping, on any real property owned or otherwise maintained by the Village.

D. No person may park a vehicle overnight within the Village for the purpose of sleeping or otherwise engaging in Public Camping in said vehicle.

E. For the purposes of this section, the act of parking or leaving a vehicle parked for two consecutive hours, and/or remaining within a public vehicle on any property under the jurisdiction of the Village for the purpose of Public Camping, for two consecutive hours without permission from the Chief of Police, between the hours of midnight and 6:00 a.m., shall be considered a violation of this Chapter.

5-5-5: EXCEPTIONS TO PROHIBITION:

Notwithstanding anything in this Chapter, it shall not be a violation to engage in Public Camping when done (i) in a manner specifically authorized by this Code; (ii) after a formal declaration of the Village in emergency circumstances; or, (iii) upon resolution of the Mayor and Board of Trustees of the Village, the same may exempt a special event from the prohibitions of this section, if the Mayor and Board of Trustees of the Village find such exemption to be in the public interest and consistent with the goals and objectives of the Mayor and Trustees of the Village, and with such conditions imposed as the Mayor and Board of Trustees of the Village deem necessary. Any conditions imposed will include a condition requiring that the applicant provide evidence of adequate insurance coverage and agree to indemnify the Village for any liability, damage or expense incurred by the Village as a result of the activities of the applicant. Any findings by the Mayor and Board of Trustees of the Village shall specify the exact dates and location covered by the exemption.

5-5-6: REMOVAL OF CAMPSITE:

Removal of a Campsite in violation of this Chapter may occur under the following circumstances:

A. Prior to removing a Campsite, the Village shall post a notice, 24-hours in advance of the removal, unless immediate removal of the Campsite is deemed to be necessary for one of the reasons in subparagraphs 1-4, below. If such immediate removal is undertaken, the basis for causing the immediate removal of such Campsite should be adequately documented by the appropriate person(s).

1. Immediate removal of the Campsite is necessary to maintain access to a property;
2. Immediate removal of the Campsite is necessary to maintain the sanitary condition of a property;
3. Immediate removal of the Campsite is necessary because the Campsite is an obstruction to any public right-of-way; or,
4. Immediate removal of the Campsite is necessary because the Campsite poses a risk to the health and safety of the Village and its residents.

B. Upon any action to remove a Campsite, as authorized above, the person causing such action to be taken shall inform an appropriate agency delivering social services to homeless individuals in the Village, of the location of the Campsite and the persons found to be in violation of this Ordinance, so said agency may determine whether or not it would be appropriate to offer its services to those persons.

C. If a 24-hour notice has been posted, and the 24-hour notice period has passed, then the Campsite, as well as all Personal Property thereon, shall be removed by the appropriate person(s) acting on behalf of the Mayor and Board of Trustees of the Village.

D. No portion of this Chapter shall be construed to prohibit any person found to be engaging in Public Camping from removing their Personal Property from the Campsite; however, such Personal Property that constitutes Exempt Personal Property and which a reasonably prudent law enforcement officer, exercising the applicable constitutional standard, would conclude that said Exempt Personal Property constitutes items appearing to be stolen or otherwise appearing to be evidence of a crime, and/or items which the person cannot demonstrate the requisite lawful authority to possess, may be retained and stored as evidence.

5-5-7: DISPOSITION AND RELEASE OF PERSONAL PROPERTY:

A. All Personal Property removed from any Campsite which is not Exempt Personal Property shall be stored by the appropriate law enforcement agency of the Village, for a minimum of 30 days, during which time it shall be reasonably available for and released to an individual confirming ownership.

B. All Exempt Personal Property may be disposed of or retained as evidence by the appropriate law enforcement agency of the Village.

5-5-8: PENALTY; MITIGATION:

A. The penalty for any person's first violation of this Chapter within a rolling twenty-four (24) month period shall be \$75.

B. The penalty for any person's second violation of this Chapter within a rolling twenty-four (24) month period shall be \$150.

C. The penalty for any person's third violation of this Chapter within a rolling twenty-four (24) month period shall be \$350.

D. The penalty for any person's fourth violation of this Chapter within a rolling twenty-four (24) month period shall be \$500.

E. The penalty for any person's fifth violation of this Chapter within a rolling twenty-four (24) month period shall be \$750.

F. The penalty for any person's sixth or subsequent violation of this Ordinance within a rolling twenty-four (24) month period may be a monetary penalty of \$750.

G. As a substitute for any monetary penalty assessed pursuant to paragraphs A–F, above, and if consented to by the Village, the penalty assessed to any person found in violation of this Ordinance may be that said person must engage in public service by cleaning the rights-of-way and other public facilities of the Village for an amount of time that, if the person found to have violated this Ordinance was being paid the minimum wage under Illinois law, the amount paid for that person's labors would have been equal to the monetary penalty assessed under this Ordinance.

H. In the imposition of any penalty pursuant to this Section, the penalty shall be mitigated by whether or not the person immediately removed all Personal Property and litter, including but not limited to bottles, cans, and garbage, from the Campsite after the person was informed that the person was in violation of this Chapter.

I. A separate offense of this Ordinance shall be deemed committed on each day on which a violation occurs or continues.

J. In addition to any other remedy provided by law or this Chapter, any person found in violation of this section may be immediately removed from the premises where the Campsite is located.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: May 27, 2025

SUBJECT:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER FOR THE BORSE MEMORIAL PARK PHASE III REHABILITATION PROJECT AND AWARDING A CONTRACT TO LANDWORKS, LTD.

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

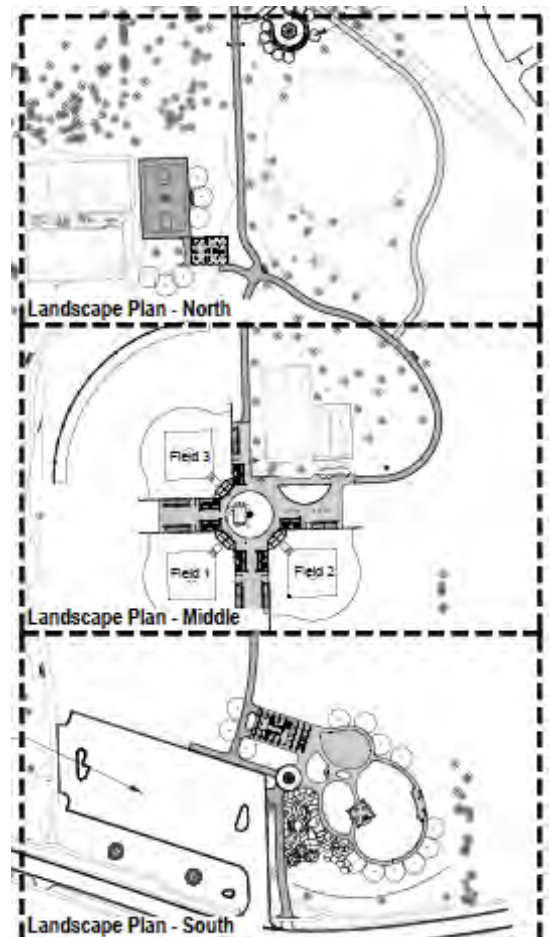
PURPOSE AND ACTION REQUESTED

Staff requests approval of an agreement with Landworks Ltd. for construction of the Borse Memorial Community Park Phase III Rehabilitation Project at a cost not to exceed \$5,096,685.62.

BACKGROUND/SUMMARY

The Borse Memorial Community Park Phase III Rehabilitation Project will consist of:

- Pathway system renovation
- Two (2) new pavilions and restroom buildings – one with concessions stand
- Splash pad
- 2-12-year-old playground
- Renovation of the softball fields
- Renovation of basketball court
- Addition of Veterans Memorial
- Pollinator walk
- New electric outlets throughout the park to accommodate events
- New path lighting
- Various landscape improvements





The project bid was posted on May 8, 2025, and three bids were received on May 21, 2025. Two of the three bidders properly acknowledged the required bid documents while the third bidder's proposal was not accepted. The bid results are as follows:

| <u>Company</u> | <u>Base Bid</u> | <u>Selected Alternates</u> | <u>Total Bid Cost</u> |
|---------------------|------------------|----------------------------|-----------------------|
| Landworks Ltd. | \$4,735,203.62 | \$361,482.00 | \$5,096,685.62 |
| Martam Construction | \$6,169,009.21 | \$621,830.00 | \$6,790,839.21 |
| Beritus, Inc. | Bid Not Accepted | Bid Not Accepted | Bid Not Accepted |

| | | |
|---------------------|----------------|--|
| Engineer's Estimate | \$4,253,083.85 | |
|---------------------|----------------|--|

Staff has budgeted a total of \$6,255,805.00 for the Borse Memorial Community Park Phase III Rehabilitation Project in the 2025-2026 CIP. The breakdown of that funding and total project costs is as follows:

| | |
|---|----------------|
| Construction | \$5,096,685.62 |
| Construction engineering costs (Board approved on May 12, 2025) | \$219,843.00 |
| Owner purchases (Board approved on May 12, 2025) | \$1,139,453.66 |
| Memorial Bridge (Board approval is TBD) | \$470,000.00 |
| Total project cost | \$6,925,982.28 |
| 2025-2026 CIP funding | \$6,255,805.00 |
| Project overage | \$670,177.28 |

Additional funding not accounted for in the above table includes a \$600,000 OSLAD grant that will be used to offset the \$670,177.28 overage.

FINANCIAL IMPACT

Staff budgeted a total of \$6,255,805.00 to fund the Borse Memorial Community Park Phase III Rehabilitation to be completed by Landworks Ltd. in the amount of \$5,096,685.62. In addition to the \$600,000 grant for Phase III, the Village still has not received \$574,000 from IEPA and \$600,000 from Phase II of the Borse Park Improvement Project. Since these have not been accounted for in last year's fiscal year, revenues for fiscal year 2025-26 will increase by \$1,174,000.

RECOMMENDED ACTION:

Staff is seeking approval of an agreement with Landworks Ltd. for construction of the Borse Memorial Community Park Phase III Rehabilitation Project at a cost not to exceed \$5,096,685.62.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 21st, 2025

Village of Willowbrook
Department of Public Works
835 Midway Drive
Willowbrook, IL 60527

Attention: Rick Valent, Director of Public Works

Subject: 2025 Borse Park Improvements Project
Letter of Recommendation to Award
(CBBEL Project No. 240620)

Dear Mr. Valent:

On Wednesday, May 21st, 2025, at 11:00 a.m. bids were received and opened for the 2025 Borse Park Phase III Improvements Project. Bid documents were advertised on QuestCDN. The bid documents were downloaded by nine (9) contractors. Each contractor was required to acknowledge Addendum 1 and Addendum 2. Two (2) bid proposals were received with Addendum 1 and Addendum 2 acknowledged.

It is CBBEL's understanding that the Village would like to award the Base Bid, Alternate #2, Alternate #4, Alternate #5, and Alternate #6. Landworks, Ltd. is the low bidder for this scope of work with a corrected bid amount of **\$5,096,685.62**. A copy of the bid tabulation is attached.

We have reviewed Landworks, Ltd.'s bid proposal, documents, and references and find them to be in order. Recently, Landworks, Ltd. has successfully completed work for the Village of Willowbrook on the Creekside Park and Farmingdale Park Renovations Project and the Borse Memorial Community Park Renovations Project. Therefore, we recommend awarding this contract to Landworks, Ltd. to perform the Base Bid, Alternate #2, Alternate #4, Alternate #5, and Alternate #6 for the 2025 Borse Park Phase III Improvements Project.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Orion Galey'.

Orion Galey, PE
Vice President

Enclosure as Noted

cc: Andrew Passero – Willowbrook
Dustin Kleesfisch – Willowbrook
Andrew Bourke – CBBEL (w/encl.)

Village of Willowbrook
2025 Borse Park Improvements
Bid Tabulation (Bid Opening May 21, 2025)
Project No. 240620



BASE BID

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks Ltd. | | Martam Construction | |
|----|----------|--|--------|----------|---------------------|--------------|----------------|--------------|---------------------|---------------|
| | 1 | TREE REMOVAL (6 TO 15 UNITS) | UNIT | 60 | \$80.00 | \$ 4,800.00 | \$ 28.00 | \$ 1,680.00 | \$ 38.50 | \$ 2,310.00 |
| | 2 | TREE REMOVAL (OVER 15 UNITS DIAMETER) | UNIT | 80 | \$80.00 | \$ 6,400.00 | \$ 41.04 | \$ 3,283.20 | \$ 46.20 | \$ 3,696.00 |
| | 3 | TEMPORARY FENCE (FOR TREE PROTECTION) | FOOT | 600 | \$10.00 | \$ 6,000.00 | \$ 3.85 | \$ 2,310.00 | \$ 3.58 | \$ 2,148.00 |
| | 4 | TREE ROOT PRUNING | EACH | 3 | \$200.00 | \$ 600.00 | \$ 165.00 | \$ 495.00 | \$ 165.00 | \$ 495.00 |
| | 5 | EARTH EXCAVATION | CU YD | 3,000 | \$20.00 | \$ 60,000.00 | \$ 29.25 | \$ 87,750.00 | \$ 67.59 | \$ 202,770.00 |
| | 6 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | CU YD | 1,000 | \$80.00 | \$ 80,000.00 | \$ 37.16 | \$ 37,160.00 | \$ 43.79 | \$ 43,790.00 |
| | 7 | PERIMETER EROSION BARRIER | FOOT | 2,500.00 | \$4.00 | \$ 10,000.00 | \$ 2.99 | \$ 7,475.00 | \$ 3.85 | \$ 9,625.00 |
| | 8 | INLET FILTERS | EACH | 20 | \$320.00 | \$ 6,400.00 | \$ 125.00 | \$ 2,500.00 | \$ 286.00 | \$ 5,720.00 |
| | 9 | COMBINATION CURB AND GUTTER REMOVAL | FOOT | 30 | \$26.00 | \$ 780.00 | \$ 300.00 | \$ 9,000.00 | \$ 19.71 | \$ 591.30 |
| | 10 | HOT MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH) | SY | 668 | \$10.00 | \$ 6,680.00 | \$ 8.95 | \$ 5,978.60 | \$ 13.20 | \$ 8,817.60 |
| | 11 | PAVEMENT REMOVAL | SY | 4,950 | \$10.00 | \$ 49,500.00 | \$ 6.99 | \$ 34,600.50 | \$ 9.06 | \$ 44,847.00 |
| | 12 | CONCRETE REMOVAL (SPECIAL) | SF | 3,150 | \$5.00 | \$ 15,750.00 | \$ 5.00 | \$ 15,750.00 | \$ 3.86 | \$ 12,159.00 |
| | 13 | COMBINATION CURB AND GUTTER, TYPE B-6.12 | FOOT | 30 | \$65.75 | \$ 1,972.50 | \$ 88.25 | \$ 2,647.50 | \$ 66.17 | \$ 1,985.10 |
| | 14 | WASHOUT BASIN | EACH | 1 | \$3,000.00 | \$ 3,000.00 | \$ 1,326.20 | \$ 1,326.20 | \$ 4,322.62 | \$ 4,322.62 |
| | 15 | TRAFFIC CONTROL & PROTECTION (SPECIAL) | L SUM | 1 | \$10,000.00 | \$ 10,000.00 | \$ 6,210.00 | \$ 6,210.00 | \$ 465,000.00 | \$ 465,000.00 |
| | 16 | STABILIZED CONSTRUCTION ENTRANCE | SY | 120 | \$40.00 | \$ 4,800.00 | \$ 26.30 | \$ 3,156.00 | \$ 36.02 | \$ 4,322.40 |
| | 17 | BUILDING DEMOLITION SITE 4 | L SUM | 1 | \$15,000.00 | \$ 15,000.00 | \$ 63,965.00 | \$ 63,965.00 | \$ 20,900.00 | \$ 20,900.00 |
| | 18 | CONSTRUCTION LAYOUT | L SUM | 1 | \$10,000.00 | \$ 10,000.00 | \$ 29,680.04 | \$ 29,680.04 | \$ 16,390.00 | \$ 16,390.00 |
| | 19 | MAINTENANCE OF CONSTRUCTION FENCE | L SUM | 1 | \$5,000.00 | \$ 5,000.00 | \$ 517.50 | \$ 517.50 | \$ 40,542.92 | \$ 40,542.92 |
| | 20 | ITEMS ORDERED BY THE ENGINEER | DOLLAR | 50,000 | \$1.00 | \$ 50,000.00 | \$ 1.00 | \$ 50,000.00 | \$ 1.00 | \$ 50,000.00 |

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks Ltd. | | Martam Construction | |
|----|----------|--|-------|----------|---------------------|---------------|----------------|---------------|---------------------|---------------|
| | 21 | RECORD DRAWINGS | L SUM | 1 | \$10,000.00 | \$ 10,000.00 | \$ 11,169.88 | \$ 11,169.88 | \$ 7,150.00 | \$ 7,150.00 |
| | 22 | DRAINAGE AND UTILITY STRUCTURE TO BE ADJUSTED | EACH | 10 | \$750.00 | \$ 7,500.00 | \$ 610.00 | \$ 6,100.00 | \$ 1,801.86 | \$ 18,018.60 |
| | 23 | DRAINAGE AND UTILITY STRUCTURE TO BE RECONSTRUCTED | EACH | 1 | \$2,500.00 | \$ 2,500.00 | \$ 2,200.00 | \$ 2,200.00 | \$ 3,153.27 | \$ 3,153.27 |
| | 24 | ASPHALT COLOR COAT | SY | 668 | \$31.00 | \$ 20,708.00 | \$ 28.57 | \$ 19,084.76 | \$ 40.92 | \$ 27,334.56 |
| | 25 | ASPHALT PAVING - TRAIL | SY | 3,504 | \$48.00 | \$ 168,192.00 | \$ 38.04 | \$ 133,292.16 | \$ 38.50 | \$ 134,904.00 |
| | 26 | ASPHALT PAVING – 3" OVERLAY | SY | 668 | \$25.00 | \$ 16,700.00 | \$ 17.60 | \$ 11,756.80 | \$ 25.85 | \$ 17,267.80 |
| | 27 | CLASS D PATCHES, SPECIAL | SY | 30 | \$50.00 | \$ 1,500.00 | \$ 36.30 | \$ 1,089.00 | \$ 48.40 | \$ 1,452.00 |
| | 28 | CONCRETE PAVING | SF | 31,258 | \$14.50 | \$ 453,241.00 | \$ 12.33 | \$ 385,411.14 | \$ 17.00 | \$ 531,386.00 |
| | 29 | CRUSHED GRANITE TRAIL | SY | 589 | \$25.00 | \$ 14,725.00 | \$ 115.00 | \$ 67,735.00 | \$ 15.00 | \$ 8,835.00 |
| | 30 | CONCRETE RETAINING WALL AT PLAYGROUND | LF | 50 | \$550.00 | \$ 27,500.00 | \$ 767.34 | \$ 38,367.00 | \$ 1,197.62 | \$ 59,881.00 |
| | 31 | POURED-IN-PLACE SURFACING – GRAVEL BASE | SF | 7,791 | \$31.00 | \$ 241,521.00 | \$ 28.98 | \$ 225,783.18 | \$ 31.69 | \$ 246,896.79 |
| | 32 | POURED-IN-PLACE SURFACING – CONCRETE BASE | SF | 2,254 | \$40.00 | \$ 90,160.00 | \$ 39.75 | \$ 89,596.50 | \$ 51.85 | \$ 116,869.90 |
| | 33 | PAVERS ON CONCRETE SLAB | SF | 5,248 | \$37.00 | \$ 194,176.00 | \$ 25.24 | \$ 132,459.52 | \$ 46.85 | \$ 245,868.80 |
| | 34 | CONCRETE CURB | LF | 168 | \$45.00 | \$ 7,560.00 | \$ 71.60 | \$ 12,028.80 | \$ 59.57 | \$ 10,007.76 |
| | 35 | INTEGRAL CURB | LF | 681 | \$50.00 | \$ 34,050.00 | \$ 10.70 | \$ 7,286.70 | \$ 37.30 | \$ 25,401.30 |
| | 36 | CONCRETE CURB AT BACKSTOP | LF | 41 | \$50.00 | \$ 2,050.00 | \$ 70.27 | \$ 2,881.07 | \$ 111.49 | \$ 4,571.09 |
| | 37 | WIDENED CURB EDGE | EA | 2 | \$50.00 | \$ 100.00 | \$ 60.00 | \$ 120.00 | \$ 626.16 | \$ 1,252.32 |
| | 38 | LIFE FLOOR | SF | 2,422 | \$30.00 | \$ 72,660.00 | \$ 40.41 | \$ 97,873.02 | \$ 41.36 | \$ 100,173.92 |
| | 39 | CONCRETE PAVING AT LIFE FLOOR SURFACING | SF | 2,215 | \$15.00 | \$ 33,225.00 | \$ 16.55 | \$ 36,658.25 | \$ 25.16 | \$ 55,729.40 |
| | 40 | INFIELD MIX | SY | 4,425 | \$16.00 | \$ 70,800.00 | \$ 65.59 | \$ 290,235.75 | \$ 41.53 | \$ 183,770.25 |
| | 41 | 4' CHAINLINK FENCE PVC COATED | LF | 315 | \$70.00 | \$ 22,050.00 | \$ 60.95 | \$ 19,199.25 | \$ 58.30 | \$ 18,364.50 |
| | 42 | 6' CHAINLINK FENCE PVC COATED | LF | 216 | \$100.00 | \$ 21,600.00 | \$ 85.10 | \$ 18,381.60 | \$ 81.40 | \$ 17,582.40 |
| | 43 | 10' CHAINLINK FENCE PVC COATED | LF | 568 | \$120.00 | \$ 68,160.00 | \$ 109.83 | \$ 62,383.44 | \$ 105.05 | \$ 59,668.40 |
| | 44 | WOODGRAIN ALUMINUM FENCE | LS | 1 | \$10,800.00 | \$ 10,800.00 | \$ 615.25 | \$ 615.25 | \$ 588.50 | \$ 588.50 |
| | 45 | WOODGRAIN ALUMINUM SINGLE GATE | EA | 1 | \$1,500.00 | \$ 1,500.00 | \$ 5,865.00 | \$ 5,865.00 | \$ 5,610.00 | \$ 5,610.00 |

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks Ltd. | | Martam Construction | |
|----|----------|--|------|----------|---------------------|---------------|----------------|---------------|---------------------|---------------|
| | 46 | WOODGRAIN ALUMINUM DOUBLE GATE | EA | 1 | \$2,500.00 | \$ 2,500.00 | \$ 9,027.50 | \$ 9,027.50 | \$ 8,635.00 | \$ 8,635.00 |
| | 47 | 4' ORNAMENTAL ALUMINUM FENCE | LF | 209 | \$75.00 | \$ 15,675.00 | \$ 141.45 | \$ 29,563.05 | \$ 135.30 | \$ 28,277.70 |
| | 48 | 4' STEEL GUARDRAIL | LF | 44 | \$300.00 | \$ 13,200.00 | \$ 270.25 | \$ 11,891.00 | \$ 258.50 | \$ 11,374.00 |
| | 49 | BACKSTOP | EA | 3 | \$20,305.25 | \$ 60,915.75 | \$ 9,487.50 | \$ 28,462.50 | \$ 31,075.00 | \$ 93,225.00 |
| | 50 | PLAY EQUIPMENT | LS | 1 | \$73,500.00 | \$ 73,500.00 | \$ 90,375.00 | \$ 90,375.00 | \$ 67,760.00 | \$ 67,760.00 |
| | 51 | SPLASH PAD | LS | 1 | \$63,487.20 | \$ 63,487.20 | \$ 114,834.26 | \$ 114,834.26 | \$ 136,548.34 | \$ 136,548.34 |
| | 52 | CONCESSIONS, SHELTER, AND RESTROOM BUILDING INCLUDING PL | EA | 1 | \$201,303.75 | \$ 201,303.75 | \$ 279,019.41 | \$ 279,019.41 | \$ 466,744.23 | \$ 466,744.23 |
| | 53 | PAVILION AND RESTROOM BUILDING | EA | 1 | \$137,328.75 | \$ 137,328.75 | \$ 211,349.70 | \$ 211,349.70 | \$ 417,194.22 | \$ 417,194.22 |
| | 54 | ENTRY ARCH | EA | 1 | \$12,009.06 | \$ 12,009.06 | \$ 9,220.00 | \$ 9,220.00 | \$ 12,674.97 | \$ 12,674.97 |
| | 55 | SHADE SAIL AT PLAYGROUND | EA | 1 | \$14,401.80 | \$ 14,401.80 | \$ 6,840.00 | \$ 6,840.00 | \$ 12,674.97 | \$ 12,674.97 |
| | 56 | SHADE AT BLEACHERS | EA | 6 | \$9,000.00 | \$ 54,000.00 | \$ 6,840.00 | \$ 41,040.00 | \$ 6,230.77 | \$ 37,384.62 |
| | 57 | DUGOUT SHELTER | EA | 6 | \$8,812.02 | \$ 52,872.12 | \$ 12,852.00 | \$ 77,112.00 | \$ 14,319.89 | \$ 85,919.34 |
| | 58 | SCOREBOARD | EA | 1 | \$11,430.30 | \$ 11,430.30 | \$ 13,545.00 | \$ 13,545.00 | \$ 19,617.76 | \$ 19,617.76 |
| | 59 | BASKETBALL HOOP SET – GOAL, RIM, POST | EA | 2 | \$1,663.00 | \$ 3,326.00 | \$ 3,750.00 | \$ 7,500.00 | \$ 3,781.15 | \$ 7,562.30 |
| | 60 | FLAGPOLE AND FLAG | EA | 1 | \$1,195.00 | \$ 1,195.00 | \$ 3,388.00 | \$ 3,388.00 | \$ 3,781.15 | \$ 3,781.15 |
| | 61 | FOUL LINE POLE SET | SET | 1 | \$3,707.00 | \$ 3,707.00 | \$ 2,150.00 | \$ 2,150.00 | \$ 7,178.46 | \$ 7,178.46 |
| | 62 | DRINKING FOUNTAIN | EA | 3 | \$1,789.00 | \$ 5,367.00 | \$ 7,244.60 | \$ 21,733.80 | \$ 6,835.58 | \$ 20,506.74 |
| | 63 | BLEACHERS | EA | 6 | \$6,159.72 | \$ 36,958.32 | \$ 5,100.00 | \$ 30,600.00 | \$ 12,674.97 | \$ 76,049.82 |
| | 64 | PLAYERS BENCH | EA | 12 | \$688.00 | \$ 8,256.00 | \$ 3,225.00 | \$ 38,700.00 | \$ 1,637.73 | \$ 19,652.76 |
| | 65 | PLANTER | EA | 12 | \$409.00 | \$ 4,908.00 | \$ 650.00 | \$ 7,800.00 | \$ 719.12 | \$ 8,629.44 |
| | 66 | BENCH | EA | 10 | \$236.00 | \$ 2,360.00 | \$ 200.00 | \$ 2,000.00 | \$ 719.12 | \$ 7,191.20 |
| | 67 | PICNIC TABLE | EA | 11 | \$541.00 | \$ 5,951.00 | \$ 450.00 | \$ 4,950.00 | \$ 1,015.62 | \$ 11,171.82 |
| | 68 | ADA PICNIC TABLE | EA | 6 | \$626.00 | \$ 3,756.00 | \$ 450.00 | \$ 2,700.00 | \$ 1,015.72 | \$ 6,094.32 |
| | 69 | LITTER RECEPTACLE | EA | 8 | \$533.00 | \$ 4,264.00 | \$ 150.00 | \$ 1,200.00 | \$ 709.52 | \$ 5,676.16 |
| | 70 | LIGHT BOLLARD | EA | 14 | \$1,812.00 | \$ 25,368.00 | \$ 887.25 | \$ 12,421.50 | \$ 907.50 | \$ 12,705.00 |

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks Ltd. | | Martam Construction | |
|----|----------|--|------|----------|---------------------|---------------|----------------|---------------|---------------------|---------------|
| | 71 | INTERPRETIVE SIGN | EA | 3 | \$1,790.00 | \$ 5,370.00 | \$ 250.00 | \$ 750.00 | \$ 719.12 | \$ 2,157.36 |
| | 72 | GRANITE MEMORIAL | LS | 1 | \$115,000.00 | \$ 115,000.00 | \$ 145,273.50 | \$ 145,273.50 | \$ 160,000.00 | \$ 160,000.00 |
| | 73 | CONCRETE MEDALLION | EA | 1 | \$12,000.00 | \$ 12,000.00 | \$ 20,678.00 | \$ 20,678.00 | \$ 17,657.89 | \$ 17,657.89 |
| | 74 | BASEBALL BASE SET | SETS | 3 | \$424.58 | \$ 1,273.74 | \$ 420.00 | \$ 1,260.00 | \$ 634.43 | \$ 1,903.29 |
| | 75 | PITCHING RUBBER (PERMANENT) | EA | 3 | \$163.30 | \$ 489.90 | \$ 105.00 | \$ 315.00 | \$ 410.34 | \$ 1,231.02 |
| | 76 | PITCHING RUBBER (TEMPORARY) | EA | 4 | \$509.78 | \$ 2,039.12 | \$ 105.00 | \$ 420.00 | \$ 707.50 | \$ 2,830.00 |
| | 77 | HOMEPLATE | EA | 3 | \$183.18 | \$ 549.54 | \$ 147.00 | \$ 441.00 | \$ 574.75 | \$ 1,724.25 |
| | 78 | MEMORIAL UPLIGHTING (SOLAR) | LS | 1 | \$1,500.00 | \$ 1,500.00 | \$ 5,250.00 | \$ 5,250.00 | \$ 8,000.00 | \$ 8,000.00 |
| | 79 | SHADE TREE | EA | 24 | \$750.00 | \$ 18,000.00 | \$ 775.00 | \$ 18,600.00 | \$ 1,089.00 | \$ 26,136.00 |
| | 80 | ORNAMENTRAL TREE | EA | 13 | \$650.00 | \$ 8,450.00 | \$ 775.00 | \$ 10,075.00 | \$ 1,039.50 | \$ 13,513.50 |
| | 81 | DECIDUOUS SHRUB | EA | 22 | \$90.00 | \$ 1,980.00 | \$ 95.00 | \$ 2,090.00 | \$ 121.00 | \$ 2,662.00 |
| | 82 | PERENNIAL & ORNAMENTAL GRASS | EA | 810 | \$30.00 | \$ 24,300.00 | \$ 25.00 | \$ 20,250.00 | \$ 29.32 | \$ 23,749.20 |
| | 83 | LAWN RESTORATION | LS | 1 | \$40,722.50 | \$ 40,722.50 | \$ 74,335.00 | \$ 74,335.00 | \$ 120,000.00 | \$ 120,000.00 |
| | 84 | ELECTRIC SERVICE INSTALLATION | EA | 2 | \$5,000.00 | \$ 10,000.00 | \$ 5,094.72 | \$ 10,189.44 | \$ 5,280.00 | \$ 10,560.00 |
| | 85 | ELECTRIC UTILITY SERVICE CONNECTION | LSUM | 1 | \$10,000.00 | \$ 10,000.00 | \$ 10,980.00 | \$ 10,980.00 | \$ 11,000.00 | \$ 11,000.00 |
| | 86 | UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA. | FOOT | 740 | \$125.00 | \$ 92,500.00 | \$ 94.98 | \$ 70,285.20 | \$ 85.80 | \$ 63,492.00 |
| | 87 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 3/4" DIA. | FOOT | 1,180 | \$15.00 | \$ 17,700.00 | \$ 27.83 | \$ 32,839.40 | \$ 26.40 | \$ 31,152.00 |
| | 88 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/4" DIA. | FOOT | 6,485 | \$25.00 | \$ 162,125.00 | \$ 28.77 | \$ 186,573.45 | \$ 30.80 | \$ 199,738.00 |
| | 89 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA. | FOOT | 630 | \$25.00 | \$ 15,750.00 | \$ 28.93 | \$ 18,225.90 | \$ 33.00 | \$ 20,790.00 |
| | 90 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA. | FOOT | 1,255 | \$30.00 | \$ 37,650.00 | \$ 29.26 | \$ 36,721.30 | \$ 35.20 | \$ 44,176.00 |
| | 91 | HANDHOLE, COMPOSITE CONCRETE | EACH | 12 | \$1,200.00 | \$ 14,400.00 | \$ 1,976.40 | \$ 23,716.80 | \$ 1,760.00 | \$ 21,120.00 |
| | 92 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 12 | FOOT | 1,495 | \$1.50 | \$ 2,242.50 | \$ 2.36 | \$ 3,528.20 | \$ 2.20 | \$ 3,289.00 |
| | 93 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10 | FOOT | 1,170 | \$1.80 | \$ 2,106.00 | \$ 2.53 | \$ 2,960.10 | \$ 2.42 | \$ 2,831.40 |
| | 94 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8 | FOOT | 20,175 | \$2.00 | \$ 40,350.00 | \$ 3.02 | \$ 60,928.50 | \$ 3.08 | \$ 62,139.00 |
| | 95 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4 | FOOT | 24,525 | \$4.00 | \$ 98,100.00 | \$ 4.83 | \$ 118,455.75 | \$ 4.29 | \$ 105,212.25 |

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks Ltd. | | Martam Construction | |
|----|----------|---|------|----------|---------------------|--------------|----------------|--------------|---------------------|--------------|
| | 96 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 3 | FOOT | 2,580 | \$5.00 | \$ 12,900.00 | \$ 5.98 | \$ 15,428.40 | \$ 6.05 | \$ 15,609.00 |
| | 97 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 3/0 | FOOT | 3,300 | \$10.00 | \$ 33,000.00 | \$ 10.49 | \$ 34,617.00 | \$ 7.70 | \$ 25,410.00 |
| | 98 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 250MCM | FOOT | 2,665 | \$25.00 | \$ 66,625.00 | \$ 13.18 | \$ 35,124.70 | \$ 11.00 | \$ 29,315.00 |
| | 99 | LIGHT POLE FOUNDATION, 24" DIAMETER | FOOT | 192 | \$280.00 | \$ 53,760.00 | \$ 247.05 | \$ 47,433.60 | \$ 396.00 | \$ 76,032.00 |
| | 100 | REMOVAL OF LIGHTING UNIT, NO SALVAGE | EACH | 19 | \$750.00 | \$ 14,250.00 | \$ 439.20 | \$ 8,344.80 | \$ 660.00 | \$ 12,540.00 |
| | 101 | REMOVAL OF POLE FOUNDATION | EACH | 23 | \$750.00 | \$ 17,250.00 | \$ 885.00 | \$ 20,355.00 | \$ 880.00 | \$ 20,240.00 |
| | 102 | REMOVAL OF ELECTRIC SERVICE INSTALLATION | EACH | 2 | \$1,000.00 | \$ 2,000.00 | \$ 1,317.60 | \$ 2,635.20 | \$ 1,760.00 | \$ 3,520.00 |
| | 103 | REMOVE EXISTING HANDHOLE | EACH | 2 | \$300.00 | \$ 600.00 | \$ 164.70 | \$ 329.40 | \$ 440.00 | \$ 880.00 |
| | 104 | HANDHOLE, COMPOSITE CONCRETE (SPECIAL) | EA | 6 | \$1,500.00 | \$ 9,000.00 | \$ 2,470.50 | \$ 14,823.00 | \$ 2,530.00 | \$ 15,180.00 |
| | 105 | REMOVE EXISTING LUMINAIRE | EA | 2 | \$500.00 | \$ 1,000.00 | \$ 384.30 | \$ 768.60 | \$ 880.00 | \$ 1,760.00 |
| | 106 | RELOCATE EXISTING PTZ CAMERA | EA | 1 | \$500.00 | \$ 500.00 | \$ 8,509.50 | \$ 8,509.50 | \$ 3,789.50 | \$ 3,789.50 |
| | 107 | LIGHT POLE FOUNDATION (SPECIAL) | EA | 1 | \$2,000.00 | \$ 2,000.00 | \$ 1,976.40 | \$ 1,976.40 | \$ 1,980.00 | \$ 1,980.00 |
| | 108 | RELCOTE EXISTING LIGHTING UNIT (SPECIAL) | EA | 4 | \$7,500.00 | \$ 30,000.00 | \$ 4,831.20 | \$ 19,324.80 | \$ 7,260.00 | \$ 29,040.00 |
| | 109 | MAINTAIN EXISTING LIGHTING SYSTEM | LS | 1 | \$10,000.00 | \$ 10,000.00 | \$ 3,513.60 | \$ 3,513.60 | \$ 4,400.00 | \$ 4,400.00 |
| | 110 | BOLLARD FOUNDATION | EA | 14 | \$1,000.00 | \$ 14,000.00 | \$ 1,647.00 | \$ 23,058.00 | \$ 1,155.00 | \$ 16,170.00 |
| | 111 | CONCESSIONS BUILDING ELECTRIC PANEL | LS | 1 | \$30,000.00 | \$ 30,000.00 | \$ 38,408.04 | \$ 38,408.04 | \$ 16,637.50 | \$ 16,637.50 |
| | 112 | FLAG LIGHTING UNIT, COMPLETE | EA | 4 | \$2,500.00 | \$ 10,000.00 | \$ 3,348.90 | \$ 13,395.60 | \$ 2,695.00 | \$ 10,780.00 |
| | 113 | LIGHTING UNIT PL-1, COMPLETE | EA | 4 | \$6,100.00 | \$ 24,400.00 | \$ 6,227.86 | \$ 24,911.44 | \$ 6,809.00 | \$ 27,236.00 |
| | 114 | LIGHTING UNIT PL-2, COMPLETE | EA | 1 | \$7,000.00 | \$ 7,000.00 | \$ 9,218.81 | \$ 9,218.81 | \$ 8,261.00 | \$ 8,261.00 |
| | 115 | LIGHTING UNIT PA-1, COMPLETE | EA | 18 | \$5,000.00 | \$ 90,000.00 | \$ 4,552.31 | \$ 81,941.58 | \$ 4,774.00 | \$ 85,932.00 |
| | 116 | LIGHTING UNIT PA-2, COMPLETE | EA | 2 | \$4,200.00 | \$ 8,400.00 | \$ 5,542.70 | \$ 11,085.40 | \$ 6,242.50 | \$ 12,485.00 |
| | 117 | RE-AIM SPORTS LIGHTING | LS | 1 | \$5,000.00 | \$ 5,000.00 | \$ 5,929.20 | \$ 5,929.20 | \$ 5,307.50 | \$ 5,307.50 |
| | 118 | RECEPTACLE R1, COMPLETE | EA | 11 | \$2,500.00 | \$ 27,500.00 | \$ 1,874.29 | \$ 20,617.19 | \$ 2,612.50 | \$ 28,737.50 |
| | 119 | RECEPTACLE R2, COMPLETE | EA | 12 | \$800.00 | \$ 9,600.00 | \$ 933.30 | \$ 11,199.60 | \$ 951.50 | \$ 11,418.00 |
| | 120 | RECONNECT SHED ELECTRICAL PANEL | LS | 1 | \$1,000.00 | \$ 1,000.00 | \$ 2,360.70 | \$ 2,360.70 | \$ 6,490.00 | \$ 6,490.00 |

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks Ltd. | | Martam Construction | |
|----|----------|---|-------|----------|---------------------|----------------|----------------|-----------------|---------------------|-----------------|
| | 121 | REMOVE EXISTING ELECTRICAL PANEL | LS | 1 | \$1,500.00 | \$ 1,500.00 | \$ 988.20 | \$ 988.20 | \$ 440.00 | \$ 440.00 |
| | 122 | RESTROOM BUILDING ELECTRICAL PANEL | LS | 1 | \$20,000.00 | \$ 20,000.00 | \$ 25,359.41 | \$ 25,359.41 | \$ 10,879.00 | \$ 10,879.00 |
| | 123 | SCOREBOARD CONTROLS | LS | 1 | \$3,000.00 | \$ 3,000.00 | \$ 6,434.28 | \$ 6,434.28 | \$ 8,206.00 | \$ 8,206.00 |
| | 124 | SPORTS LIGHT POLE FOUNDATION | EA | 4 | \$6,000.00 | \$ 24,000.00 | \$ 10,540.80 | \$ 42,163.20 | \$ 9,036.50 | \$ 36,146.00 |
| | 125 | TRENCH BACKFILL | CU YD | 500 | \$35.00 | \$ 17,500.00 | \$ 119.36 | \$ 59,680.00 | \$ 63.00 | \$ 31,500.00 |
| | 126 | WATER SERVICE LINE 1 1/2" DIA., TYPE K COPPER | FOOT | 270 | \$75.00 | \$ 20,250.00 | \$ 93.08 | \$ 25,131.60 | \$ 85.00 | \$ 22,950.00 |
| | 127 | WATER SERVICE LINE 4" DIA. , DIP, CL 52 | FOOT | 55 | \$150.00 | \$ 8,250.00 | \$ 438.00 | \$ 24,090.00 | \$ 235.00 | \$ 12,925.00 |
| | 128 | SANITARY SEWER 6" DIA., SDR 35 | FOOT | 450 | \$80.00 | \$ 36,000.00 | \$ 47.09 | \$ 21,190.50 | \$ 99.45 | \$ 44,752.50 |
| | 129 | SANITARY SEWER 8" DIA. SDR 35 | FOOT | 450 | \$100.00 | \$ 45,000.00 | \$ 50.37 | \$ 22,666.50 | \$ 104.16 | \$ 46,872.00 |
| | 130 | MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME. CLOSED LID | EACH | 5 | \$5,000.00 | \$ 25,000.00 | \$ 4,380.00 | \$ 21,900.00 | \$ 6,472.17 | \$ 32,360.85 |
| | 131 | STORM SEWER INSTALLATION 8" DIA. SDR 26 | FOOT | 115 | \$100.00 | \$ 11,500.00 | \$ 49.28 | \$ 5,667.20 | \$ 126.02 | \$ 14,492.30 |
| | 132 | STORM SEWER INSTALLATION 6" DIA SDR 35 | FOOT | 75 | \$100.00 | \$ 7,500.00 | \$ 49.28 | \$ 3,696.00 | \$ 129.79 | \$ 9,734.25 |
| | 133 | STORM SEWER INSTALLATION 8" DIA. SDR 35 | FOOT | 70 | \$100.00 | \$ 7,000.00 | \$ 49.28 | \$ 3,449.60 | \$ 114.08 | \$ 7,985.60 |
| | 134 | PIPE UNDERDRAIN, TYPE 1, 4" | FOOT | 310 | \$100.00 | \$ 31,000.00 | \$ 43.80 | \$ 13,578.00 | \$ 38.00 | \$ 11,780.00 |
| | 135 | CATCH BASINS, TYPE C, TYPE 8 GRATE | EACH | 1 | \$4,000.00 | \$ 4,000.00 | \$ 1,642.50 | \$ 1,642.50 | \$ 3,505.06 | \$ 3,505.06 |
| | 136 | CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID | EACH | 2 | \$4,000.00 | \$ 8,000.00 | \$ 5,475.00 | \$ 10,950.00 | \$ 5,161.37 | \$ 10,322.74 |
| | 137 | WATER METER AND RPZ ASSEMBLY, 1 1/2" DIA | LSUM | 1 | \$3,500.00 | \$ 3,500.00 | \$ 3,762.00 | \$ 3,762.00 | \$ 5,867.46 | \$ 5,867.46 |
| | 138 | WATER METER AND RPZ ASSEMBLY, 4" DIA. | LSUM | 1 | \$8,000.00 | \$ 8,000.00 | \$ 11,923.20 | \$ 11,923.20 | \$ 5,677.47 | \$ 5,677.47 |
| | | | | | TOTAL | \$4,253,083.85 | TOTAL | \$ 4,735,203.62 | TOTAL | \$ 6,169,009.21 |

Village of Willowbrook
2025 Borse Park Improvements
Bid Tabulation (Bid Opening May 21, 2025)
Project No. 240620



ALTERNATE #1

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks LTD | | Martam Construction | |
|----|----------|---------------------------------|------|----------|---------------------|---------------|---------------|---------------|---------------------|---------------|
| | ADD A1-1 | SHLETER COLUMN WRAP (HALF POST) | EA | 32 | \$ 4,500.00 | \$ 144,000.00 | \$ 3,190.00 | \$ 102,080.00 | \$ 5,445.00 | \$ 174,240.00 |
| | | | | | TOTAL | \$ 144,000.00 | TOTAL | \$ 102,080.00 | TOTAL | \$ 174,240.00 |

Village of Willowbrook
2025 Borse Park Improvements
Bid Tabulation (Bid Opening May 21, 2025)
Project No. 240620



ALTERNATE #2

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks LTD | | Martam Construction | |
|----|----------|---------------------------------|------|----------|---------------------|---------------|---------------|---------------|---------------------|---------------|
| | ADD A2-1 | SHLETER COLUMN WRAP (FULL POST) | EA | 32 | \$ 10,000.00 | \$ 320,000.00 | \$ 4,995.00 | \$ 159,840.00 | \$ 8,715.00 | \$ 278,880.00 |
| | | | | | TOTAL | \$ 320,000.00 | TOTAL | \$ 159,840.00 | TOTAL | \$ 278,880.00 |

Village of Willowbrook
2025 Borse Park Improvements
Bid Tabulation (Bid Opening May 21, 2025)
Project No. 240620



ALTERNATE #3

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks LTD | | Martam Construction | |
|----|----------|------------------------------|------|----------|---------------------|--------------|---------------|--------------|---------------------|--------------|
| | ADD A3-1 | ARCH COLUMN WRAP (HALF POST) | EA | 2 | \$ 4,500.00 | \$ 9,000.00 | \$ 7,157.00 | \$ 14,314.00 | \$ 7,110.00 | \$ 14,220.00 |
| | ADD A3-2 | VILLAGE LOGO PANEL | EA | 2 | \$ 1,026.66 | \$ 2,053.32 | \$ 1,000.00 | \$ 2,000.00 | \$ 3,600.00 | \$ 7,200.00 |
| | | | | | TOTAL | \$ 11,053.32 | TOTAL | \$ 16,314.00 | TOTAL | \$ 21,420.00 |

Village of Willowbrook
2025 Borse Park Improvements
Bid Tabulation (Bid Opening May 21, 2025)
Project No. 240620



ALTERNATE #4

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks LTD | | Martam Construction | |
|----|----------|------------------------------|------|----------|---------------------|--------------|---------------|--------------|---------------------|--------------|
| | ADD A4-1 | ARCH COLUMN WRAP (FULL POST) | EA | 2 | \$ 10,000.00 | \$ 20,000.00 | \$ 10,033.00 | \$ 20,066.00 | \$ 10,400.00 | \$ 20,800.00 |
| | ADD A4-2 | VILLAGE LOGO PANEL | EA | 2 | \$ 1,026.66 | \$ 2,053.32 | \$ 1,000.00 | \$ 2,000.00 | \$ 3,600.00 | \$ 7,200.00 |
| | | | | | TOTAL | \$ 22,053.32 | TOTAL | \$ 22,066.00 | TOTAL | \$ 28,000.00 |

Village of Willowbrook
2025 Borse Park Improvements
Bid Tabulation (Bid Opening May 21, 2025)
Project No. 240620



ALTERNATE #5

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks LTD | | Martam Construction | |
|----|----------|--|------|----------|---------------------|--------------|---------------|---------------|---------------------|---------------|
| | ADD A5-1 | 30' NETTING AND POSTS (PURCHASE AND INSTALL) | LS | 1 | \$ 95,850.00 | \$ 95,850.00 | \$ 108,726.00 | \$ 108,726.00 | \$ 105,000.00 | \$ 105,000.00 |
| | | | | | TOTAL | \$ 95,850.00 | TOTAL | \$ 108,726.00 | TOTAL | \$ 105,000.00 |

Village of Willowbrook
2025 Borse Park Improvements
Bid Tabulation (Bid Opening May 21, 2025)
Project No. 240620



ALTERNATE #6

| SP | ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | Landworks LTD | | Martam Construction | |
|----|----------|-------------------|------|----------|---------------------|--------------|---------------|--------------|---------------------|---------------|
| | ADD A6-1 | SODDING (SPECIAL) | SY | 6500 | \$ 15.00 | \$ 97,500.00 | \$ 10.90 | \$ 70,850.00 | \$ 32.30 | \$ 209,950.00 |
| | | | | | TOTAL | \$ 97,500.00 | TOTAL | \$ 70,850.00 | TOTAL | \$ 209,950.00 |

ORDINANCE NO. 25-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DETERMINING
THE LOWEST RESPONSIBLE BIDDER FOR THE BORSE MEMORIAL PARK PHASE III
REHABILITATION PROJECT AND AWARDING A CONTRACT TO LANDWORKS, LTD.**

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

WHEREAS, the bids received were publicly opened, examined and declared by officials of Village of Willowbrook and Christopher B. Burke Engineering, Ltd. on May 21, 2025 at 11:00 a.m.; and

WHEREAS, of the bids received and opened, the lowest responsive and responsible bidder for the Project is Landworks, Ltd., at a base bid of Five Million Ninety-Six Thousand, Six Hundred Eighty-Five and 62/100ths Dollars (\$5,096,685.62).

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

SECTION 1: Recitals.

The foregoing recitals are incorporated and made a part of this Ordinance as though set forth herein.

SECTION 2: Lowest Responsive and Responsible Bidder.

The Mayor and Board of Trustees of the Village of Willowbrook do hereby find Landworks, Ltd. to be the lowest responsive and responsible bidder for the Project at a base bid of Five Million Ninety-Six Thousand, Six Hundred Eighty-Five and 62/100ths Dollars (\$5,096,685.62), as set forth in its bid for the Borse Memorial Community Park Phase III Rehabilitation Project.

SECTION 3: Conditional Award of Contract.

Landworks, Ltd. is hereby awarded the contract for the Project at the price not to exceed Five Million Ninety-Six Thousand, Six Hundred Eighty-Five and 62/100ths Dollars (\$5,096,685.62), as set

forth in its bid proposal subject to: the furnishing of the proper bonds and execution of all contract documents.

SECTION 4: Execution of Contract.

Provided further that Landworks, Ltd. returns to the Village a contract, attached hereto as Exhibit “A” and made a part hereof, with all other written contract documents attached, properly executed by it, along with the proper contract and performance bonds, at which time the Mayor and Board of Trustees is authorized to execute and the Village Clerk is directed to attest to the contract documents for the Project on behalf of the Village.

SECTION 5: Effective Date.

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

PASSED and APPROVED this 27th day of May, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

Contract

1. THIS AGREEMENT, made and concluded the 27th day of May, 2025,
Month and Year
between the Village of Willowbrook
acting by and through its Mayor and Board of Trustees known as the party of the first part, and
Landworks, Ltd. its/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 as Exhibit "A" and made a part hereof, as if each term was repeated verbatim, 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 its/his/their own proper cost and expense to do all the work, furnish all 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 Bidders, General Conditions, Special Provisions, and Proposal Response hereto attached, and the Plans and Specifications for Borse Memorial Community Park Phase III Rehabilitation Project in Willowbrook, Illinois, approved by the Village of Willowbrook, DuPage County, of the State of Illinois on May 27, 2025, are essential documents of this contract and are a part hereof.

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

Attest: _____
Gretchen Boerwinkle, Village Clerk
(Seal)

The Village of Willowbrook
By _____
Frank Trilla, Mayor
(If a Corporation)
Corporate Name Landworks, Ltd.
By _____
Joseph A. Pizzuto, President Party of the Second Part

Attest: _____
_____, Secretary

EXHIBIT “A”

Village of Willowbrook
2025 Borse Park Improvements
(CBBEL Job No. 240620)

ADDENDUM #1

I acknowledge the receipt of Addendum #1 for the above-mentioned project:

Signed: _____

Name Gabriel Pizzuto

Landworks Ltd

Name of Company

Village of Willowbrook
2025 Borse Park Improvements
(CBBEL Job No. 240620)

ADDENDUM #2

I acknowledge the receipt of Addendum #2 for the above referenced project:

Signed: _____

Name  Gabriel Pizzuto

Landworks Ltd

Name of Company

BID PROPOSAL

I/We hereby agree to furnish to the VILLAGE all necessary materials, equipment, labor, etc. to complete **Borse Park: Phase III** in accordance with provisions, instructions, and specifications of the VILLAGE for the prices as follows:

BASE BID:

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|--|----------|--|-------|----------|------------|--------------|
| REMOVALS, EARTHWORK, EROSION CONTROL, AND GENERAL ITEMS | | | | | | |
| | 1 | TREE REMOVAL (6 TO 15 UNITS) | UNIT | 60 | \$28.00 | \$ 1,680.00 |
| | 2 | TREE REMOVAL (OVER 15 UNITS DIAMETER) | UNIT | 80 | \$41.04 | \$ 3,283.20 |
| | 3 | TEMPORARY FENCE (FOR TREE PROTECTION) | FOOT | 600 | \$3.85 | \$ 2,310.00 |
| | 4 | TREE ROOT PRUNING | EACH | 3 | \$165.00 | \$ 495.00 |
| | 5 | EARTH EXCAVATION | CU YD | 3000 | \$29.25 | \$ 87,750.00 |
| | 6 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | CU YD | 1000 | \$37.16 | \$ 37,160.00 |
| | 7 | PERIMETER EROSION BARRIER | FOOT | 2500 | \$2.99 | \$ 7,475.00 |
| | 8 | INLET FILTERS | EACH | 20 | \$125.00 | \$ 2,500.00 |
| | 9 | COMBINATION CURB AND GUTTER REMOVAL | FOOT | 30 | \$300.00 | \$ 9,000.00 |
| * | 10 | HOT MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH) | SY | 668 | \$8.95 | \$ 5,978.60 |
| * | 11 | PAVEMENT REMOVAL | SY | 4950 | \$6.99 | \$ 34,600.50 |
| * | 12 | CONCRETE REMOVAL (SPECIAL) | SF | 3150 | \$5.00 | \$ 15,750.00 |
| | 13 | COMBINATION CURB AND GUTTER, TYPE B-6.12 | FOOT | 30 | \$88.25 | \$ 2,647.50 |
| * | 14 | WASHOUT BASIN | EACH | 1 | \$1,326.20 | \$ 1,326.20 |
| * | 15 | TRAFFIC CONTROL & PROTECTION (SPECIAL) | L SUM | 1 | \$6,210.00 | \$ 6,210.00 |
| * | 16 | STABILIZED CONSTRUCTION ENTRANCE | SY | 120 | \$26.30 | \$ 3,156.00 |

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|--------------------------|----------|--|--------|----------|-------------|---------------|
| * | 17 | BUILDING DEMOLITION SITE 4 | L SUM | 1 | \$63,965.00 | \$ 63,965.00 |
| * | 18 | CONSTRUCTION LAYOUT | L SUM | 1 | \$29,680.04 | \$ 29,680.04 |
| * | 19 | MAINTENANCE OF CONSTRUCTION FENCE | L SUM | 1 | \$517.50 | \$ 517.50 |
| * | 20 | ITEMS ORDERED BY THE ENGINEER | DOLLAR | 1 | \$50,000.00 | \$ 50,000.00 |
| * | 21 | RECORD DRAWINGS | L SUM | 1 | \$11,169.88 | \$ 11,169.88 |
| * | 22 | DRAINAGE AND UTILITY STRUCTURE TO BE ADJUSTED | EACH | 10 | \$610.00 | \$ 6,100.00 |
| * | 23 | DRAINAGE AND UTILITY STRUCTURE TO BE RECONSTRUCTED | EACH | 1 | \$2,200.00 | \$ 2,200.00 |
| SITE IMPROVEMENTS | | | | | | |
| * | 24 | ASPHALT COLOR COAT | SY | 668 | \$28.57 | \$ 19,082.76 |
| * | 25 | ASPHALT PAVING - TRAIL | SY | 3504 | \$38.04 | \$ 133,292.16 |
| * | 26 | ASPHALT PAVING - 3" OVERLAY | SY | 668 | \$17.60 | \$ 11,756.80 |
| * | 27 | CLASS D PATCHES, SPECIAL | SY | 30 | \$36.30 | \$ 1,089.00 |
| * | 28 | CONCRETE PAVING | SF | 31258 | \$12.33 | \$ 385,411.14 |
| * | 29 | CRUSHED GRANITE TRAIL | SY | 589 | \$115.00 | \$ 67,735.00 |
| | 30 | CONCRETE RETAINING WALL AT PLAYGROUND | LF | 50 | \$767.34 | \$ 38,367.00 |
| * | 31 | POURED-IN-PLACE SURFACING -- GRAVEL BASE | SF | 7791 | \$28.98 | \$ 225,759.81 |
| * | 32 | POURED-IN-PLACE SURFACING -- CONCRETE BASE | SF | 2254 | \$39.75 | \$ 89,604.61 |
| * | 33 | PAVERS ON CONCRETE SLAB | SF | 5248 | \$25.24 | \$ 132,443.78 |
| | 34 | CONCRETE CURB | LF | 168 | \$71.60 | \$ 12,028.80 |
| | 35 | INTEGRAL CURB | LF | 681 | \$10.70 | \$ 7,286.70 |

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|--|----------|--|------|----------|--------------|---------------|
| | 36 | CONCRETE CURB AT BACKSTOP | LF | 41 | \$70.27 | \$ 2,880.91 |
| | 37 | WIDENED CURB EDGE | EA | 2 | \$60.00 | \$ 120.00 |
| * | 38 | LIFE FLOOR | SF | 2422 | \$40.41 | \$ 97,871.20 |
| * | 39 | CONCRETE PAVING AT LIFE FLOOR SURFACING | SF | 2215 | \$16.55 | \$ 36,662.68 |
| * | 40 | INFIELD MIX | SY | 4425 | \$65.59 | \$ 290,235.75 |
| * | 41 | 4' CHAINLINK FENCE PVC COATED | LF | 315 | \$60.95 | \$ 19,199.25 |
| * | 42 | 6' CHAINLINK FENCE PVC COATED | LF | 216 | \$85.10 | \$ 18,381.60 |
| * | 43 | 10' CHAINLINK FENCE PVC COATED | LF | 568 | \$109.83 | \$ 62,380.60 |
| * | 44 | WOODGRAIN ALUMINUM FENCE | LS | 1 | \$615.25 | \$ 615.25 |
| * | 45 | WOODGRAIN ALUMINUM SINGLE GATE | EA | 1 | \$5,865.00 | \$ 5,865.00 |
| * | 46 | WOODGRAIN ALUMINUM DOUBLE GATE | EA | 1 | \$9,027.50 | \$ 9,027.50 |
| * | 47 | 4' ORNAMENTAL ALUMINUM FENCE | LF | 209 | \$141.45 | \$ 29,563.05 |
| | 48 | 4' STEEL GUARDRAIL | LF | 44 | \$270.25 | \$ 11,891.00 |
| | 49 | BACKSTOP | EA | 3 | \$9,487.50 | \$ 28,462.50 |
| SITE AMENITIES BELOW SHALL BE PURCHASED BY OWNER, CONTRACTOR SHALL TAKE DELIVERY AND FULLY INSTALL. | | | | | | |
| * | 50 | PLAY EQUIPMENT | LS | 1 | \$90,375.00 | \$ 90,375.00 |
| * | 51 | SPLASH PAD | LS | 1 | \$114,834.26 | \$ 114,834.26 |
| * | 52 | CONCESSIONS, SHELTER, AND RESTROOM BUILDING INCLUDING PLUMBING AND ELECTRICAL FIXTURES | EA | 1 | \$279,019.41 | \$ 279,019.41 |
| * | 53 | PAVILION AND RESTROOM BUILDING | EA | 1 | \$211,349.70 | \$ 211,349.70 |
| * | 54 | ENTRY ARCH | EA | 1 | \$9,220.00 | \$ 9,220.00 |

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|-------------------------------------|----------|---------------------------------------|------|----------|--------------|---------------|
| * | 55 | SHADE SAIL AT PLAYGROUND | EA | 1 | \$6,840.00 | \$ 6,840.00 |
| * | 56 | SHADE AT BLEACHERS | EA | 6 | \$6,840.00 | \$ 41,040.00 |
| * | 57 | DUGOUT SHELTER | EA | 6 | \$12,852.00 | \$ 77,112.00 |
| | 58 | SCOREBOARD | EA | 1 | \$13,545.00 | \$ 13,545.00 |
| * | 59 | BASKETBALL HOOP SET – GOAL, RIM, POST | EA | 2 | \$3,750.00 | \$ 7,500.00 |
| * | 60 | FLAGPOLE AND FLAG | EA | 1 | \$3,388.00 | \$ 3,388.00 |
| * | 61 | FOUL LINE POLE SET | SET | 1 | \$2,150.00 | \$ 2,150.00 |
| * | 62 | DRINKING FOUNTAIN | EA | 3 | \$7,244.60 | \$ 21,733.80 |
| * | 63 | BLEACHERS | EA | 6 | \$5,100.00 | \$ 30,600.00 |
| * | 64 | PLAYERS BENCH | EA | 12 | \$3,225.00 | \$ 38,700.00 |
| * | 65 | PLANTER | EA | 12 | \$650.00 | \$ 7,800.00 |
| * | 66 | BENCH | EA | 10 | \$200.00 | \$ 2,000.00 |
| * | 67 | PICNIC TABLE | EA | 11 | \$450.00 | \$ 4,950.00 |
| * | 68 | ADA PICNIC TABLE | EA | 6 | \$450.00 | \$ 2,700.00 |
| * | 69 | LITTER RECEPTACLE | EA | 8 | \$150.00 | \$ 1,200.00 |
| * | 70 | LIGHT BOLLARD | EA | 14 | \$887.25 | \$ 12,421.50 |
| * | 71 | INTERPRETIVE SIGN | EA | 3 | \$250.00 | \$ 750.00 |
| END OF OWNER PURCHASED ITEMS | | | | | | |
| | 72 | GRANITE MEMORIAL | LS | 1 | \$145,273.50 | \$ 145,273.50 |
| | 73 | CONCRETE MEDALLION | EA | 1 | \$20,678.00 | \$ 20,678.00 |
| | 74 | BASEBALL BASE SET | SETS | 3 | \$420.00 | \$ 1,260.00 |

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|----------------------------------|----------|--|------|----------|-------------|---------------|
| | 75 | PITCHING RUBBER (PERMANENT) | EA | 3 | \$105.00 | \$ 315.00 |
| | 76 | PITCHING RUBBER (TEMPORARY) | EA | 4 | \$105.00 | \$ 420.00 |
| | 77 | HOMEPLATE | EA | 3 | \$147.00 | \$ 441.00 |
| | 78 | MEMORIAL UPLIGHTING (SOLAR) | LS | 1 | \$5,250.00 | \$ 5,250.00 |
| LANDSCAPE AND RESTORATION | | | | | | |
| * | 79 | SHADE TREE | EA | 24 | \$775.00 | \$ 18,600.00 |
| * | 80 | ORNAMENTAL TREE | EA | 13 | \$775.00 | \$ 10,075.00 |
| * | 81 | DECIDUOUS SHRUB | EA | 22 | \$95.00 | \$ 2,090.00 |
| * | 82 | PERENNIAL & ORNAMENTAL GRASS | EA | 810 | \$25.00 | \$ 20,250.00 |
| * | 83 | LAWN RESTORATION | LS | 1 | \$74,335.00 | \$ 74,335.00 |
| ELECTRICAL | | | | | | |
| * | 84 | ELECTRIC SERVICE INSTALLATION | EA | 2 | \$5,094.72 | \$ 10,189.44 |
| * | 85 | ELECTRIC UTILITY SERVICE CONNECTION | LSUM | 1 | \$10,980.00 | \$ 10,980.00 |
| | 86 | UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA. | FOOT | 740 | \$94.98 | \$ 70,282.98 |
| | 87 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 3/4" DIA. | FOOT | 1180 | \$27.83 | \$ 32,844.47 |
| | 88 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/4" DIA. | FOOT | 6485 | \$28.77 | \$ 186,557.89 |
| | 89 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA. | FOOT | 630 | \$28.93 | \$ 18,227.35 |
| | 90 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA. | FOOT | 1255 | \$29.26 | \$ 36,723.43 |
| * | 91 | HANDHOLE, COMPOSITE CONCRETE | EACH | 12 | \$1,976.40 | \$ 23,716.80 |

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|----|----------|---|------|----------|-------------|---------------|
| | 92 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 12 | FOOT | 1495 | \$2.36 | \$ 3,529.25 |
| | 93 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10 | FOOT | 1170 | \$2.53 | \$ 2,954.72 |
| | 94 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8 | FOOT | 20175 | \$3.02 | \$ 60,918.41 |
| | 95 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4 | FOOT | 24525 | \$4.83 | \$ 118,485.18 |
| | 96 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 3 | FOOT | 2580 | \$5.98 | \$ 15,438.98 |
| | 97 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 3/0 | FOOT | 3300 | \$10.49 | \$ 34,603.47 |
| | 98 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 250MCM | FOOT | 2665 | \$13.18 | \$ 35,114.04 |
| | 99 | LIGHT POLE FOUNDATION, 24" DIAMETER | FOOT | 192 | \$247.05 | \$ 47,433.60 |
| | 100 | REMOVAL OF LIGHTING UNIT, NO SALVAGE | EACH | 19 | \$439.20 | \$ 8,344.80 |
| | 101 | REMOVAL OF POLE FOUNDATION | EACH | 23 | \$885.00 | \$ 20,355.00 |
| | 102 | REMOVAL OF ELECTRIC SERVICE INSTALLATION | EACH | 2 | \$1,317.60 | \$ 2,635.20 |
| | 103 | REMOVE EXISTING HANDHOLE | EACH | 2 | \$164.70 | \$ 329.40 |
| * | 104 | HANDHOLE, COMPOSITE CONCRETE (SPECIAL) | EA | 6 | \$2,470.50 | \$ 14,823.00 |
| * | 105 | REMOVE EXISTING LUMINAIRE | EA | 2 | \$384.30 | \$ 768.60 |
| * | 106 | RELOCATE EXISTING PTZ CAMERA | EA | 1 | \$8,509.50 | \$ 8,509.50 |
| * | 107 | LIGHT POLE FOUNDATION (SPECIAL) | EA | 1 | \$1,976.40 | \$ 1,976.40 |
| * | 108 | RELOCATE EXISTING LIGHTING UNIT (SPECIAL) | EA | 4 | \$4,831.20 | \$ 19,324.80 |
| * | 109 | MAINTAIN EXISTING LIGHTING SYSTEM | LS | 1 | \$3,513.60 | \$ 3,513.60 |
| * | 110 | BOLLARD FOUNDATION | EA | 14 | \$1,647.00 | \$ 23,058.00 |
| * | 111 | CONCESSIONS BUILDING ELECTRIC PANEL | LS | 1 | \$38,408.04 | \$ 38,408.04 |

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|--------------------------------------|----------|---|-------|----------|-------------|--------------|
| * | 112 | FLAG LIGHTING UNIT, COMPLETE | EA | 4 | \$3,348.90 | \$ 13,395.60 |
| * | 113 | LIGHTING UNIT PL-1, COMPLETE | EA | 4 | \$6,227.86 | \$ 24,911.42 |
| * | 114 | LIGHTING UNIT PL-2, COMPLETE | EA | 1 | \$9,218.81 | \$ 9,218.81 |
| * | 115 | LIGHTING UNIT PA-1, COMPLETE | EA | 18 | \$4,552.31 | \$ 81,941.54 |
| * | 116 | LIGHTING UNIT PA-2, COMPLETE | EA | 2 | \$5,542.70 | \$ 11,085.41 |
| * | 117 | RE-AIM SPORTS LIGHTING | LS | 1 | \$5,929.20 | \$ 5,929.20 |
| * | 118 | RECEPTACLE R1, COMPLETE | EA | 11 | \$1,874.29 | \$ 20,617.15 |
| * | 119 | RECEPTACLE R2, COMPLETE | EA | 12 | \$933.30 | \$ 11,199.60 |
| * | 120 | RECONNECT SHED ELECTRICAL PANEL | LS | 1 | \$2,360.70 | \$ 2,360.70 |
| * | 121 | REMOVE EXISTING ELECTRICAL PANEL | LS | 1 | \$988.20 | \$ 988.20 |
| * | 122 | RESTROOM BUILDING ELECTRICAL PANEL | LS | 1 | \$25,359.41 | \$ 25,359.41 |
| * | 123 | SCOREBOARD CONTROLS | LS | 1 | \$6,434.28 | \$ 6,434.28 |
| * | 124 | SPORTS LIGHT POLE FOUNDATION | EA | 4 | \$10,540.80 | \$ 42,163.20 |
| MECHANICAL AND SITE UTILITIES | | | | | | |
| | 125 | TRENCH BACKFILL | CU YD | 500 | \$119.36 | \$ 59,677.50 |
| | 126 | WATER SERVICE LINE 1 1/2" DIA., TYPE K COPPER | FOOT | 270 | \$93.08 | \$ 25,130.25 |
| | 127 | WATER SERVICE LINE 4" DIA., DIP, CL 52 | FOOT | 55 | \$438.00 | \$ 24,090.00 |
| * | 128 | SANITARY SEWER 6" DIA., SDR 35 | FOOT | 450 | \$47.09 | \$ 21,188.25 |
| * | 129 | SANITARY SEWER 8" DIA. SDR 35 | FOOT | 450 | \$50.37 | \$ 22,666.50 |
| * | 130 | MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME. CLOSED LID | EACH | 5 | \$4,380.00 | \$ 21,900.00 |

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|-----------------|----------|---|------|----------|-------------|--------------|
| | 131 | STORM SEWER INSTALLATION 8" DIA. SDR 26 | FOOT | 115 | \$49.28 | \$ 5,666.63 |
| | 132 | STORM SEWER INSTALLATION 6" DIA. SDR 35 | FOOT | 75 | \$49.28 | \$ 3,695.63 |
| | 133 | STORM SEWER INSTALLATION 8" DIA. SDR 35 | FOOT | 70 | \$49.28 | \$ 3,449.25 |
| * | 134 | PIPE UNDERDRAIN, TYPE 1, 4" | FOOT | 310 | \$43.80 | \$ 13,578.00 |
| | 135 | CATCH BASINS, TYPE C, TYPE 8 GRATE | EACH | 1 | \$1,642.50 | \$ 1,642.50 |
| | 136 | CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID | EACH | 2 | \$5,475.00 | \$ 10,950.00 |
| | 137 | WATER METER AND RPZ ASSEMBLY, 1 1/2" DIA | LSUM | 1 | \$3,762.00 | \$ 3,762.00 |
| | 138 | WATER METER AND RPZ ASSEMBLY, 4" DIA. | LSUM | 1 | \$11,923.20 | \$ 11,923.20 |
| TOTAL BASE BID* | | | | | \$ | 4,735,155.00 |

* See Special Provision

(FIGURES)

TOTAL BID PRICE FOR BASE BID:

Four Million, Seven Hundred Thirty Five Thousand, One Hundred Fifty Five Dollars and 0/100

(WORDS)

ALTERNATE #1 BID: Shelter Column Wraps (Half Post)

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|-------------------------|----------|---------------------------------|------|----------|-------------|---------------|
| | ADD A1-1 | SHELTER COLUMN WRAP (HALF POST) | EA | 32 | \$ 3,190.00 | \$ 102,080.00 |
| TOTAL ALTERNATE #1 BID* | | | | | \$ | 102,080.00 |

* See Special Provision

(FIGURES)

TOTAL BID PRICE FOR ALTERNATE #1 BID:

One Hundred Two Thousand, Eighty Dollars and 0/100

(WORDS)

ALTERNATE #2 BID: Shelter Column Wraps (Full Post)

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|-------------------------|----------|---------------------------------|------|----------|-------------|---------------|
| | ADD A2-1 | SHELTER COLUMN WRAP (FULL POST) | EA | 32 | \$ 4,995.00 | \$ 159,840.00 |
| TOTAL ALTERNATE #2 BID* | | | | | \$ | 159,840.00 |

* See Special Provision

(FIGURES)

TOTAL BID PRICE FOR ALTERNATE #2 BID:

One Hundred Fifty Nine Thousand, Eight Hundred Forty Dollars and 0/100

(WORDS)

ALTERNATE #3 BID: Arch Column Wraps (Half Post)

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|-------------------------|----------|------------------------------|------|----------|-------------|--------------|
| | ADD A3-1 | ARCH COLUMN WRAP (HALF POST) | EA | 2 | \$ 7,157.00 | \$ 14,314.00 |
| | ADD A3-2 | VILLAGE LOGO PANEL | EA | 2 | \$ 1,000.00 | \$ 2,000.00 |
| TOTAL ALTERNATE #3 BID* | | | | | \$ | 16,314.00 |

* See Special Provision

(FIGURES)

TOTAL BID PRICE FOR ALTERNATE #3 BID:

Sixteen Thousand, Three Hundred Fourteen Dollars and 0/100

(WORDS)

ALTERNATE #4 BID: Arch Column Wraps (Full Post)

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|----|----------|------------------------------|------|----------|--------------|--------------|
| | ADD A4-1 | ARCH COLUMN WRAP (FULL POST) | EA | 2 | \$ 10,033.00 | \$ 20,066.00 |
| | ADD A4-2 | VILLAGE LOGO PANEL | EA | 2 | \$ 1,000.00 | \$ 2,000.00 |

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|-------------------------|----------|-------|------|----------|------------|------------|
| TOTAL ALTERNATE #4 BID* | | | | | \$ | 22,066.00 |

* See Special Provision

(FIGURES)

TOTAL BID PRICE FOR ALTERNATE #4 BID:

Twenty Two Thousand, Sixty Six Dollars and 0/100

(WORDS)

ALTERNATE #5 BID: 30' Netting at Field 3

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|-------------------------|----------|---|------|----------|---------------|---------------|
| | ADD A5-1 | 30' NETTING AND POSTS (PURCHASE AND INSTALL) | LS | 1 | \$ 108,726.00 | \$ 108,726.00 |
| TOTAL ALTERNATE #5 BID* | | | | | \$ | 108,726.00 |

* See Special Provision

(FIGURES)

TOTAL BID PRICE FOR ALTERNATE #5 BID:

One Hundred Eight Thousand, Seven Hundred Twenty Six Dollars and 0/100

(WORDS)

ALTERNATE #6 BID – Outfield, First Base Line, and Third Base Line Sodding at Fields 1,2,3

| SP | ITEM NO. | ITEMS | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|-------------------------|----------|-------------------|------|----------|------------|--------------|
| * | ADD A6-1 | SODDING (SPECIAL) | SY | 6500 | \$ 10.90 | \$ 70,850.00 |
| TOTAL ALTERNATE #6 BID* | | | | | \$ | 70,850.00 |

* See Special Provision

(FIGURES)

TOTAL BID PRICE FOR ALTERNATE #6 BID:

Seventy Thousand, Eight Hundred Fifty Dollars and 0/100

(WORDS)

BID CERTIFICATION
FOR

BORSE MEMORIAL COMMUNITY PARK IMPROVEMENTS: PHASE III

The undersigned, being an authorized representative of the Bidder, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E – “Public Contracts” concerning bid rigging, bid rotating, kickbacks, bribery, and other interference with public contracts.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

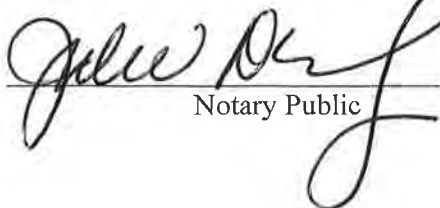
Gabriel Pizzuto, being duly sworn, deposes and say that ~~(he)~~she is the
Director of Operations of Landworks Ltd and that the statement above is true
and correct.

Dated this 21 Day of May, 2025.

By: 
(Signature)

Its: Director of Operations
(Title)

Subscribed and sworn before me this 21 day of May, 2025


Notary Public



Village of Willowbrook
2025 Borse Park Improvements
CBBEL Project No. 240620

BID SECURITY
FOR

BORSE MEMORIAL COMMUNITY PARK IMPROVEMENTS: PHASE III

LEFT BLANK INTENTIONALLY

ORIGINAL BID BOND TO BE LOOSE WITHIN BID ENVELOPE

STAPLE A COPY OF BID BOND IN THIS LOCATION

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Landworks, Ltd.

751 N. Bolingbrook Drive, Link 17
Bolingbrook, IL 60440

OWNER:

(Name, legal status and address)

Village of Willowbrook
835 Midway Ave
Willowbrook, IL 60527

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

SURETY:

(Name, legal status and principal place
of business)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

2025 BORSE PARK IMPROVEMENTS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of

May 2025
Landworks, Ltd.

(Principal)

(Seal)

(Witness)

(Title) Gabriel Pizzuto - Director of Operations

Swiss Re Corporate Solutions America Insurance Corporation

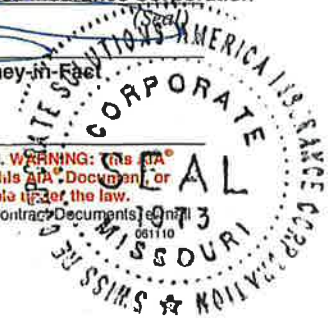
(Surety)

(Title) Thomas O. Chambers, Attorney-in-Fact

(Witness)

Init.

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, KIMBERLY S. RASCH, and PAUL JACOBSEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

UNLIMITED

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Jaussens
Erik Jaussens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jngrowski
Gerald Jngrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Jaussens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jngrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said Instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of May, 2025.



Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 21st day of May, 2025,
before me, a notary public, within and for said County and State, personally appeared ____
Thomas O. Chambers to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Swiss Re Corporate Solutions America Insurance Corporation, a corporation
of Missouri, created, organized and existing under and
by virtue of the laws of the State of Missouri; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Thomas O. Chambers did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Marlo Cripple

Notary Public, **Racine** County, Wisconsin

My Commission Expires **6/13/2028**



BID PERFORMANCE REFERENCES

BORSE MEMORIAL COMMUNITY PARK IMPROVEMENTS: PHASE III

| | |
|-------------------|--------------------------------|
| Company Name: | Darien Park District |
| Address: | 7301 Fairview Ave. |
| City & State: | Darien, IL 60561 |
| Telephone Number: | (630) 968-6400 x 124 |
| Contact Person: | Matt Henderson |
| Title/Position: | Director of Parks & Facilities |
| Contact Email: | mhenderson@darienparks.com |

| | |
|-------------------|-------------------------------|
| Company Name: | Zion Park District |
| Address: | 2400 Dowie Memorial Dr. |
| City & State: | Zion, IL 60099 |
| Telephone Number: | 847-746-5500 x 1425 |
| Contact Person: | Eric Bradley |
| Title/Position: | Executive Director |
| Contact Email: | ebradley@zionparkdistrict.org |

| | |
|-------------------|--------------------------|
| Company Name: | Lombard Park District |
| Address: | 227 W Parkside Ave. |
| City & State: | Lombard, IL 60148 |
| Telephone Number: | 630-953-2491 |
| Contact Person: | Joe McCann |
| Title/Position: | Executive Director |
| Contact Email: | jmccann@lombardparks.com |

***Please see attached Qualifications Statement**

NON-COLLUSION CERTIFICATION
FOR

BORSE MEMORIAL COMMUNITY PARK IMPROVEMENTS: PHASE III

By Submission of this proposal, the Bidder Gabriel Pizzuto certifies,
Name of Bidder

That (s)he is Director of Operations of Landworks Ltd and,
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above;

Or

(B) - (S)he is not the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.

NON-CONFLICT OF INTEREST STATEMENT
FOR

BORSE MEMORIAL COMMUNITY PARK IMPROVEMENTS: PHASE III

I certify that neither I nor any member of my immediate family has a material personal or financial relationship with any Bidder, or to a direct competitor of any Bidder under consideration by this proposal evaluation committee. I further certify that no other relationship, bias or ethical conflict exists which will prevent me from evaluating any proposal solely on its merits and in accordance with the Bid's evaluation criteria.

Furthermore, I agree to notify the Village of Willowbrook if my personal or financial relationship with one of the Bidders is altered at any time during the evaluation process. If I am serving as the Procurement Officer of record, I agree to advise my supervisor of any changes that could appear to represent a conflict of interest.

Name: Gabriel Pizzuto
(Print)


(Signature)

Title: Director of Operations

Date: 05/21/2025

Department/Agency Landworks Ltd

**VILLAGE OF WILLOWBROOK
NOTICE TO BIDDERS
FOR
2025 BORSE PARK IMPROVEMENTS**

The Village of Willowbrook is now accepting sealed bid proposals for the 2025 Borse Park Improvements project.

TIME AND PLACE OF OPENING BIDS

Notice is hereby given that the Village of WILLOWBROOK, Illinois, will receive sealed bids at the Village of WILLOWBROOK Village Hall, 835 Midway Drive, WILLOWBROOK, Illinois until May 21, 2025 at 11:00 a.m. local time for 2025 BORSE PARK IMPROVEMENTS. The bids will be publicly opened and read aloud May 21, 2025 at 11:00 a.m. at the Community Resource Center, 825 Midway Drive. Bid proposals for this project will be considered not only on the basis of cost, but also on past performance, experience and ability to perform the work. The Village of WILLOWBROOK reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations. Bids will be acted upon by the Mayor and Village Board.

DESCRIPTION OF WORK

The proposed work is officially known as “Borse Park” and shall consist of providing all materials, equipment and services necessary for site preparation, temporary soil erosion sediment control measures, site removals and clearing, structure demolition, earthwork, excavation, and grading, stormwater, sanitary sewer, and water utility installation, splash pad installation and testing, electrical service utilities and site lighting, cast-in-place concrete foundations, footings, and retaining walls, playground equipment installation, pour-in-place rubber surfacing, pavilion/restroom building installation, concessions/shelter/restroom building installation, site furnishings, asphalt paving and court coloring, concrete paving, brick paving, site hardscape, fencing, and site landscaping and restoration all as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL).

This Project consists of:

BASE BID

All work as described in the drawings and specifications.

ALTERNATE BIDS

All work as described in the drawings and specifications.

AVAILABILITY OF CONTRACT DOCUMENTS

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN #9683144 for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. Electronic copies of bid documents can also be

obtained online at www.willowbrookil.org/bids.aspx. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not on the Bidder's Planholder List will be rejected.

BID SECURITY

All bid proposals must be accompanied by a bid bond, certified check, or bank cashier's check payable to the Village of WILLOWBROOK for five (5) percent of the amount of the bid as provided in the General Provisions. No proposals or bids will be considered unless accompanied by such bond, or check.

SUBMISSION AND AWARD OR REJECTION

The Village of WILLOWBROOK reserves the right to award the contract to the lowest responsible bidder for the BASE BID, based upon which lowest bid is in the Village's best financial interest.

Each bidder **must** submit bids for the BASE BID and ALTERNATE BIDS to be eligible for the award of the contract. Failure to do so may result in the rejection of the Contractor's bid. Bids shall be made on the forms furnished by the Village and shall be submitted no later than the specified closing time in an opaque sealed envelope addressed to: Village of Willowbrook, Attention: Village Clerk, 835 Midway Drive, Willowbrook, IL 60527. Envelopes should be clearly marked, "Sealed Bid – **2025 BORSE PARK IMPROVEMENTS**". The bids will be opened at this location and read aloud.

The Owner (Village of WILLOWBROOK) reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. All bidders must submit a bid in the BASE to have a responsive bid. Failure to comply with all items of this provision will be a basis for rejecting the bid.

The VILLAGE reserves the right to defer the award of the contract for a period not to exceed thirty (30) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

BASIS OF AWARD

Unless all bids are rejected, the contract award will be made to the lowest responsive responsible bidder. In determining who the lowest responsive responsible bidder is, the Village of WILLOWBROOK will consider all factors which it, in its discretion, deems relevant in determining who the lowest responsive responsible bidder is. The VILLAGE reserves the right to award any combination of base bid and alternate bids. Bidders who are awarded a contract shall be required to provide a Labor and Material Payment Bond and a Performance Bond, each in the total amount of the contract sum upon execution of the contract.

PUBLIC WORKS AND PREVAILING WAGE RATE

This contract calls for the construction of a "public works," within the meaning of the Illinois Prevailing Wage Act, 821 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 current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on

its website <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Illinois Department of Labor website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties."

Each bidder shall adopt a written sexual harassment policy in compliance with ILCS 5/2-105 (1992). Bidder agrees to comply with Substance Abuse Prevention on Public Works Projects Act, 820 ILCS265/1 et seq. (2008). As required by the Act, the Bidder agrees to file with the Village, prior to commencing work, its written substance abuse prevention program. It is the responsibility of the vendor/contractor/subcontractor to comply with all applicable provisions of FOIA. The regulations of the State of Illinois Freedom of Information Act (FOIA) 5 ILCS 140, apply to all records of the vendor/contractor/subcontractor pertaining to this authorization or contract. When requested by the Village of Willowbrook, the vendor/contractor is required to provide all records requested within no more than three (3) business days, at no cost to the Village of Willowbrook.

PERFORMANCE AND PAYMENT BONDS

The successful BIDDER for the construction of the improvements will be required to furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Contract sum as a security for the faithful performance of this Contract and, a Labor and Material Payment Bond in an amount of not less than one hundred percent (100%) of the Contract sum as a security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract.

BID INSTRUCTIONS

Instructions to Bidders on Filling out Forms:

1. The Bid Proposal must be signed by an authorized agent. The unit price(s), amount(s), date of signature, and any other relevant information must be stated.
2. The BIDDER'S Certification Form must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.
3. The Bid Security must be signed by an authorized agent. The date, notary public seal, and any other relevant information must be properly filled out.
4. The Performance Reference Form must be properly filled out. The Village requires that bidder provide at least three (3) references from projects performed by the bidder that are similar in scope, cost, and schedule. References provided shall be the project owner's key contact for the referenced project.

IF THESE FOUR ITEMS ARE NOT PROPERLY FILLED OUT AND SUBMITTED WITH BID PRIOR TO THE ESTABLISHED DEADLINE, THE BID MAY BE REJECTED.

GENERAL CONDITIONS

Definitions

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of Willowbrook, Illinois and any action required to be taken by the "Village", unless otherwise specified, shall be taken by the Village Public Works Director or his designee(s).

The term "ENGINEER" whenever used in the contract documents shall be construed to mean the Village Engineer of the Village of Willowbrook or the appointed representative.

The term "BIDDER" whenever used in the contract documents shall be construed to mean any person or firm submitting a bid to the VILLAGE or its appointed representative.

The term "CONTRACTOR" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the VILLAGE for the work so specified or its appointed representative.

The term "Standard Specification" whenever used in this document shall be construed to mean the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2022, and "Supplemental Specifications and Recurring Special Provisions", dated January 1, 2025; the "Standard Specifications for Traffic Control Items"; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect; all issued by the State of Illinois, Department of Transportation as well as the Village of Willowbrook Standard Details & Specifications for Estimating and Construction.

The term "Water & Sewer Specifications" whenever used in this document shall be construed to mean the "Standard Specifications for Water and Sewer Main Construction in Illinois", 8th Edition available from the Associated General Contractors of Illinois or the Illinois Society of Professional Engineers.

The term "Contract Documents" is defined as those documents specifically identified in the Contract between the VILLAGE and CONTRACTOR, including but not limited to, the Notice to Bidders, Instructions to Bidders, General Conditions, Bid Proposal Form, Bidder's Certifications, Addenda, Pre-Bid Attendance Form, Contract, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Contractor Certifications, and Change Orders executed subsequent to the Effective Date of the Contract, if any.

The term "Public Works" means any fixed work construction or improvement for the State of Illinois or the Village of Willowbrook if that fixed work construction or improvement is funded or financed in whole or in part with State or Village funds or funds administered by the State of

Illinois

The term "Project and or Work" means the entirety of the work intended to be performed pursuant to the contract documents.

- (ii) The term "Progress Schedule" shall mean the schedule, prepared and maintained by CONTRACTOR, which describes the sequence and duration of the work activities necessary to accomplish the work within the contract times.

The term "Village Engineer or Project Manager" means the VILLAGE's representative for matters involving the project.

The term "Provide" shall mean furnish, install and pay for.

The term "Schedule of Values" shall mean that schedule prepared and maintained by CONTRACTOR which allocates portions of the contract price to various portions of the work and used as the basis for reviewing CONTRACTOR's applications for payment.

The terms "Statute," "Law," "Regulation," "Code," and "Ordinance," shall be deemed to include all revisions, amendments, and supplements in effect as of commencement of the work or subsequently enacted anytime during the progress of the work.

The term "Subcontractor" is defined as having a contract with the CONTRACTOR for the performance of any portion of the work and any subcontractor having a contract with any lower-tiered subcontractor.

The term "Substantial Completion" means the stage whereby the work, or a designated portion thereof, is complete, operable and accessible in accordance with the contract documents so that the VILLAGE can fully occupy or use the project or the designated portion for its intended purpose without interruptions, and for which only minor or inconsequential punch list items need to be completed.

The term "Final Acceptance" means the stage whereby the project is completed with no work (original, extra, or punchlist) remaining on the project, all regulatory authority approvals have been received, and the VILLAGE has issued the "Start of Maintenance" certificate.

Insurance Requirements & Indemnification

1. General CONTRACTOR's Insurance

Before starting and until Final Acceptance and acceptance of the work and expirations of the guarantee period provided for in the contract the CONTRACTOR shall procure and

maintain insurance of the types specified in paragraphs (a) to (g), inclusive, below, and to the limits for this insurance specified in Table A of this contract. To evidence said coverage, prior to the commencement of the work, CONTRACTOR shall file with the VILLAGE valid Certificates of Insurance and amendatory endorsements to CONTRACTOR's insurance policies, all in form and substance and with companies satisfactory to the VILLAGE, naming the Indemnities (as that term is defined in Table A hereto) or other persons or entities designated by the VILLAGE as additional insured on a primary and noncontributory basis there under.

Said endorsements shall indicate that as respects said additional insured, there shall be severability of interests under said insurance policies for all coverage provided under said insurance policies. The certificates and endorsements shall clearly indicate the specific coverage and shall contain a provision requiring the giving of written notice to the VILLAGE at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies, as evidenced by return receipt of United States certified mail. The VILLAGE reserves the right to request complete copies of policies, if deemed necessary, to ascertain details of coverage not provided by said certificates or endorsements. Such policy copies shall be "Originally Signed Copies" and shall be so designated. If the CONTRACTOR fails to purchase or maintain, the required to be purchased and maintained liability insurance required hereunder, the VILLAGE may (but shall not be obligated to) purchase such insurance on the CONTRACTOR's behalf and shall be entitled to be repaid for any premiums paid therefore by the CONTRACTOR. If the CONTRACTOR fails to reimburse the VILLAGE within ten (10) days after the VILLAGE sends a written invoice to the CONTRACTOR therefore, then the VILLAGE may withhold any amount due and owing the VILLAGE for such insurance from any payment thereafter due to the CONTRACTOR.

The following types of insurance shall be provided:

- a. **Worker's Compensation** insurance including employer's liability to cover employee injuries and disease compensable under the workers compensation statutes for the State of Illinois; disability benefit law, if any; or Federal compensation acts. A waiver of subrogation in favor of the Village shall be included.
- b. A **Commercial General Liability** policy to cover bodily injury and property damage to tangible property, including loss of use thereof, including the following exposures:
 - (i) All premises and operations.
 - (ii) Explosion, collapse and underground damage.
 - (iii) Contractor's Protective coverage for independent Contractors or subcontractors employed by him.

- (iv) Contractual Liability for the obligation assumed in the Indemnification of Hold Harmless agreement found in section three (3) of this insurance provision.
- (v) The usual personal Injury Liability endorsement with no exclusions pertaining to employment.
- (vi) Products and Completed Operations converge. This coverage shall extend through the contract guarantee period.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

- c. A **Commercial Automobile Liability** policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owner, non-owned and hired vehicle. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability be written by the same insurance carrier, though not necessarily in one policy.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

- d. The CONTRACTOR shall purchase a **Builder's Risk** and **Installation Floater** in a form acceptable to the VILLAGE covering the property of the project for the full cost of replacement as of the time of any loss which shall include, as named insured, (1) the CONTRACTOR, (2) all Subcontractors, (3) all Sub-subcontractors, (4) the VILLAGE, and the ENGINEER as their respective interests may prove to be at the time of loss, covering insurable property which is the subject of this contract, whether in place, stored at the job site, stored elsewhere, or in transit at the risk of the insured (s). Coverage shall be effected on an "All Risk" form including, but not limited to, the perils of fire, wind, vandalism, collapse, theft, and earthquake. The CONTRACTOR may arrange for such deductibles as he deems to be within his ability to self-assume, but he will be held solely responsible for the amount of such deductible and for any coinsurance penalties. Any insured loss under this contract shall be adjusted with the VILLAGE and the CONTRACTOR and paid to the VILLAGE as trustee for the other insured.
- e. **Umbrella or Excess Liability** - The VILLAGE may, for certain projects, require limits higher than those stated under "Limits of Liability" as listed in Table A of this contract. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella

or Excess policy wording shall be at least as broad as the primary or underlying policy(ices) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

- f. **Railroad Protective Liability** - Where such an exposure exists, the CONTRACTOR will provide coverage in the name of each railroad company having jurisdiction over right-of-way across which work under the contract is to be performed. The form of policy and the limits of liability shall be determined by the railroad company (if) involved.

2. Insurance - Other Requirements

- a. Notice of Cancellation of Intent Not to Renew - Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the VILLAGE on intent of cancellation or intent not renew.
- b. Evidence of Coverage - Prior to commencement of the work, the CONTRACTOR shall furnish to the VILLAGE, Certificates of Insurance in force with the additional insured endorsements and waiver of subrogation endorsement attached. The VILLAGE reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated.

3. Insurance required for the CONTRACTOR

Same coverage required above.

4. Insurance required for the VILLAGE

- a. The CONTRACTOR shall provide an endorsement on the general liability policy stating that the limits of liability apply separately to the project and that the ENGINEERS and such public corporation in whose jurisdiction the work is located.
- b. The CONTRACTOR shall also add as additional insured on the excess liability policy all parties covered under the general liability policy.

5. Insurance Required for the CONTRACTOR and the VILLAGE

- a. Builder Risk and Installation Floater which names as insured(s) the VILLAGE; the ENGINEER(s); their consultants, agents, and all employees; the CONTRACTOR and all subcontractors.

6. Each subcontractor and/or sub-contractor of any tier shall maintain the following insurance

(in an amount not less than those specified below)

a. Worker's Compensation

- (i) Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation, Board Form All States Endorsement, U.S. Longshoremen's and Harbor Worker's Coverage and Maritime Coverage.
- (ii) Above to include employer's liability insurance at a limit of not less than \$500,000.00.

A waiver of subrogation in favor of the Village shall be included.

b. Commercial General Liability

- (i) \$1,000,000 each Occurrence, \$2,000,000 aggregate, \$2,000,000 completed operations aggregate, \$1,000,000 personal injury limits applying on a combined single limit basis to bodily injury and property damage.
- (ii) Above to include Blanket Contractual Liability, Products/Completed Operations, independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusive deleted.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

c. Commercial Automobile Liability

- (i) Bodily Injury and property Damage Liability in the amount not less than \$1,000,000.00 each occurrence.

The Village shall be named as an additional insured on a primary and noncontributory basis and the actual additional insured endorsement shall be attached to the certificate of insurance.

d. Umbrella Liability

- (i) \$3,000,000.00 each occurrence and in the aggregate in excess of the Item (a)(ii), (b) and (c) above.

7. Qualification of Insurer

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with rating lower than A will be acceptable only upon written consent of the VILLAGE.

8. Subrogation Clause

The following subrogation clause shall appear in all policies of property insurance, "Subrogation Clause"

It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein.

When the Insurance coverage required hereunder, due to the attainment of a normal expiration date or renewal date, shall expire, the CONTRACTOR shall not less than thirty (30) days prior to such expiration or renewal date, supply the VILLAGE with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protection, and scope of coverage, as was provided by the Certificates and amendatory riders or endorsements originally supplied. CONTRACTOR shall maintain a file of Certificates of Insurance received from each subcontractor and/or sub-subcontractors of any tier.

No Insurance required or furnished hereunder shall in any way relieve the CONTRACTOR of or diminish any of his responsibilities, obligations, and liabilities under the Contract.

Each subcontractor and sub-subcontractor of any tier shall furnish CONTRACTOR, before commencing work, Certificate of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate will not be canceled or reduced without thirty (30) day's prior written notice to the CONTRACTOR.

TABLE A
(Insurance Limits)

| | <u>ITEM</u> | <u>MIN LIMITS</u> |
|-----|--|--------------------------|
| 1.a | Coverage A – Workers Compensation | STATUTORY |
| | Coverage B- Employer's Liability | |
| | Bodily Injury by Accident | \$100,000 |
| | Bodily Injury by Disease – Each Employee | \$100,000 |
| | Bodily Injury by Disease – Policy Limit | \$500,000 |
| 1.b | Comprehensive General Liability | |
| | Each occurrence | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| | Completed Operations Aggregate | \$2,000,000 |
| | Personal Injury | \$1,000,000 |
| 1.c | Comprehensive Automobile Liability | |
| | Each occurrence | \$1,000,000 |
| 1.d | Builder's Risk - Installation Floater | Not Applicable |
| 1.e | Umbrella or Excess Liability | \$3,000,000 |
| 1.f | Railroad Protective Liability | By Railroad |

Additional Insured:

Christopher B. Burke Engineering, Ltd.

Compliance with Laws

The CONTRACTOR shall at all times observe and comply with all laws, ordinances, and regulations of the Federal, State, Local, and municipal governments, which may in any manner affect the preparation of bids or the performance of the contract. All goods or equipment in contract shall comply with all applicable Federal, State, and local laws relative thereto, including all safety-related items as required by the Federal Occupational Safety and Health Act (OSHA). The CONTRACTOR shall defend actions/claims brought and hold harmless the VILLAGE and ENGINEER from loss, cost or damage, including but not limited to attorney's fees and other costs of defense by reason of actual or alleged violations of Federal, State, or local law in the design or manufacturing of equipment and/or materials, and of any product liability claim.

Prevailing Wage Requirement

This contract calls for the construction of a “public works,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires the CONTRACTOR and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department of Labor publishes the prevailing wage rates on its website: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html> The Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. The CONTRACTOR and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.”

Business Licenses and Permits

The CONTRACTOR shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed.

Equal Employment Opportunity Act

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. BIDDER shall

comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

CONTRACTOR shall, as a party to a public contract

- 1) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 2) By acceptance of the awarded contract, the CONTRACTOR certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

Freedom of Information Act

Contractor acknowledges that the VILLAGE is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. and shall cooperate in the production of any documents requested from the VILLAGE.

Substance Abuse Prevention Act

The awarded CONTRACTOR agrees to comply with Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq. (2008). As required by the Act, the awarded CONTRACTOR agrees to file with the VILLAGE, prior to commencing work, its written substance abuse prevention program.

Drug-Free Workplace Act

The awarded CONTRACTOR agrees to comply with all requirements of the Drug Free Workplace Act, 30 ILCS 580/1 et seq., to provide a drug-free workplace. The awarded CONTRACTOR agrees to file with the Village, prior to commencing work, its written drug-free workplace policy.

Sexual Harassment Policy

The awarded CONTRACTOR shall adopt a written sexual harassment policy in compliance with ILCS 5/2-105 (1992).

Anti-Idle Policy

To improve air quality and reduce global warming, the VILLAGE requests that CONTRACTOR inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

National Security / USA Patriot Act

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the VILLAGE that CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the VILLAGE, its corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the VILLAGE, its corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Special / Non-Special Waste Policy

In accordance with the Special Waste Assessment Screening Criteria Report (per IDOT's Special Waste Procedures for Local Highway Improvements) as well as general history provided by the OWNER, Special Waste and Non-Special Waste (designated as "Waste" for the remainder of this Policy) are not anticipated to be encountered during work performed as part of this Contract.

If the CONTRACTOR encounters materials within the project limits that the CONTRACTOR believes may be classified as Waste, the CONTRACTOR will immediately halt work that may disturb the possible Waste and immediately notify the ENGINEER and the Owner. None of the possible Waste will be removed from the jobsite prior to the Engineer's approval. The CONTRACTOR will protect the jobsite from potential contamination from the possible Waste. Standard Specification Article 104.03 will apply.

The CONTRACTOR will have the suspected waste material tested to determine if the suspected waste meets the criteria of Special Waste Testing and disposal of Special Waste will be paid for as Extra Work.

Award of Contract

Notification of the VILLAGE's intent to award contract will be sent standard or electronic mail to the lowest responsible BIDDER within ten (10) calendar days of the decision of the VILLAGE Board of Trustees. Failure on the part of the successful BIDDER to execute a contract with the VILLAGE and provide the required bonds and insurance within fifteen (15) calendar days of receipt of the Notice of Award will be just cause to withdraw the award. Upon execution of the contract with the VILLAGE the BIDDER will thus be known as the CONTRACTOR.

Termination of Contract

The VILLAGE reserves the right to terminate the whole or any part of this contract, upon ten (10) calendar day's written notice to the CONTRACTOR. The VILLAGE further reserves the right to terminate the whole or any part of this contract in the event of default by the CONTRACTOR. Default is defined as failure of the CONTRACTOR to perform any of the material provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the VILLAGE will invoke the Performance Bond in such manner as the Director of Public Works, or their appointed representative, may deem appropriate. The CONTRACTOR shall be liable for any related costs unless acceptable evidence is submitted to the Director of Public Works that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the CONTRACTOR. The CONTRACTOR will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires, or floods.

Pre-Construction Meeting

A pre-construction meeting shall be held between representatives of the VILLAGE, CONTRACTOR, all major Subcontractors and any Consultant Engineers, for the purpose of discussing the time for construction, methods, means and plan of operation, respective responsibilities and authority of the parties, safety procedures, procedures for handling shop drawings, progress estimates, requests for payment and other relevant issues.

Commencement of Work

No work on the contract shall be commenced prior to the issuance of the Notice to Proceed. The Notice to Proceed shall designate the date for the commencement of the contract times. Notwithstanding the issuance of any Notice to Proceed, prior to commencing any work on the project, CONTRACTOR must provide all required certificates of insurance and bonds; and execute or provide any documents, certifications, or forms as required by the contract documents.

Working Hours

All work shall be performed between the hours of 7:00 AM and 7:30 PM, Monday through Friday, and between 7:00 AM and 5:30 PM on Saturday except in the case of urgent necessity as determined by the Director of Public Works. No work shall be performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas Day unless the Public Works Director has given written permission for such work.

No work shall be done at night except (1) usual protective work, such as pumping and the tending of lights, (2) work done in case of emergency threatening injury to persons or property, or (3) in the sole judgment of the Public Works Director, the work will be of advantage to the VILLAGE and can be performed satisfactorily at night, and (a) the work will be done by a crew organized for regular and continuous night work, and (b) the Public Works Director has given written permission for such night work.

Schedule

The CONTRACTOR shall submit a progress schedule to the VILLAGE at the Pre-Construction Conference. This schedule will show the order in which the CONTRACTOR proposes to carry on the work, the dates on which he will start controlling items, and the contemplated dates for completing controlling items. The CONTRACTOR'S schedule shall be in bar graph format with months divided into quarters and shall clearly indicate the various types of work to be in progress at any point for each street through the term of the contract. The progress schedule shall show that each of the stages of the contract will be completed within the time provided in the contract documents. The CONTRACTOR will be required to include a statement regarding the number of days per week and the number of hours per day which he plans to work. The progress schedule shall take into account time off for inclement weather. No work shall begin until the progress schedule has been submitted and reviewed by the VILLAGE.

Emergency Contact

CONTRACTOR shall provide the VILLAGE with the name and phone number of the CONTRACTOR's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested to be present by the VILLAGE, then the VILLAGE shall have the right to hire or use other personnel to remedy the emergency situation. All reasonable costs, including the payment of overtime wages or charges, incurred by the VILLAGE in doing so, shall

be deducted from payments due, or that may become due, to the CONTRACTOR. CONTRACTOR shall immediately notify the VILLAGE in writing of any change in the identity and telephone number of the CONTRACTOR's representative.

Progress of Work and no Damages for Delay

It is agreed that the rate of progress herein required has been purposely made low enough to all for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents, the occurrence of such will not relieve the CONTRACTOR from the necessity of maintaining this rate of progress and completing the project within the stipulated time limit.

If delays are caused by acts of God, acts of Government, unavoidable strikes, or other causes or contingencies clearly beyond the control or responsibility of the CONTRACTOR, the CONTRACTOR may be entitled to additional time to perform and complete the project, provided that the CONTRACTOR shall, within ten (10) calendar days from the beginning of such delay notify the VILLAGE in writing of the causes and particulars of the delay. Upon receipt of such notification, the VILLAGE shall review and evaluate the cause and the extent of the delay. If, under the terms of the contract, the delay is properly excusable, the VILLAGE will, in writing, appropriately extend the time for completion of the project. (This paragraph will be interpreted to include delays in receipt of the equipment provided that the CONTRACTOR placed his order and submitted shop drawings for such shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry). The CONTRACTOR agrees that it shall not have or assert any claim for nor shall it be entitled to any additional compensation or damages on account of any delay in the project.

Failure to Complete Work on Time

This contract is not assignable by CONTRACTOR, provided, however, subcontracting is allowed as specified herein. If the CONTRACTOR shall assign this contract or abandon the work or shall neglect or refuse to comply with the instructions of the VILLAGE relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the VILLAGE shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the VILLAGE for inspection and supervision, the VILLAGE shall notify the CONTRACTOR, in writing, to that effect. If the CONTRACTOR does not, within seven (7) calendar days thereafter, take such measures as will in the judgment of the VILLAGE insure the satisfactory completion of the work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the VILLAGE, the VILLAGE may put on the necessary forces, at the cost to the CONTRACTOR, to correct such delay or the VILLAGE may declare the CONTRACTOR to be in default and terminate the contract as provided for herein.

Liquidated Damages

Time is of the essence in this contract. CONTRACTOR agrees that damages are difficult to determine, given the scope of the project. In the event the project is not completed by the date of completion, the CONTRACTOR agrees that the VILLAGE shall deduct from the payments due the CONTRACTOR each month the sum listed (check box indicates deduction method) below, not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the CONTRACTOR, and, in case such damage shall exceed the amount of all moneys due or to become due the CONTRACTOR, the CONTRACTOR or his surety shall pay the balance to the VILLAGE. Payments shall be made in the same manner as the liquidated damages. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The liquidated damage amount establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance.

CONTRACTOR shall be liable and shall pay to the VILLAGE the sum of \$1,425 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

Public Convenience and Safety

During all construction operations, the CONTRACTOR will be required to provide, erect, and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control. The streets must be kept open to local traffic at all times. The CONTRACTOR shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. If needed this should include warning signs, barricades, traffic cones, flagmen and other appurtenances to guarantee the safety of motorists and pedestrians during construction. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as included with the contract, and no additional compensation will be allowed. Failure to keep traffic open will result in an amount of \$500 per incident to be deducted from any monies due to the CONTRACTOR.

Failure to open roads per the listed Village Holiday Work Schedule will be subject the CONTRACTOR to a \$2,000 penalty.

The CONTRACTOR shall at the end of every working day leave no open holes, broken pavement, trenches over three (3) inches deep and four (4) inches wide or other hazards adjacent to the roadway or within the closed lane of the roadway. If open holes, broken pavement, trenches over three (3) inches in depth and four (4) inches wide or other hazards are present adjacent to the roadway or within the closed lane of a roadway, the CONTRACTOR shall furnish and install an approved barrier to prevent access to the hazard. Excavation along the edge of pavement or other

obstructions within 15 feet of the edge of pavement shall be barricaded during non-work hours. Construction signs referring to temporary lane closures during work hours shall be removed or covered during the non-work hours.

The CONTRACTOR shall provide a two (2) hour emergency response plan (from Time of Notification). If no response, the VILLAGE can hire a CONTRACTOR and then back charge the CONTRACTOR. The CONTRACTOR must also provide a twenty-four (24) hour response plan (from Time of Notification). If no response, the VILLAGE can obtain the necessary services and then back charge the CONTRACTOR.

Contractor Prevention and Protection of Property

The CONTRACTOR shall conduct his work so as to interfere as little as possible with private businesses and property. Wherever and whenever necessary or required, he shall maintain fences, furnish watchman, maintain lights, and take such other precaution as may be necessary to protect life and property. The CONTRACTOR shall conduct his operations so as not to damage existing structures or work installed either by him or by other CONTRACTORS. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with consent of the damaged party. In the event that consent is not given, the CONTRACTOR shall continue to be liable for the damaged cause. The CONTRACTOR shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until Final Acceptance and final acceptance thereof. The CONTRACTOR shall in no way be relieved of his responsibility by any right of the ENGINEER to give permission or directions relating to any part of the work or the nature of the land (including but not limited to subsurface conditions) in or under on which the work is done being different from indicated or shown in the contract documents or from what was estimated or expected, or on account of the weather, elements, or other cause. During construction, if the CONTRACTOR encounters or otherwise becomes aware of any sewers, under-drains, or field drains within the right of way other than those shown on the plans; he shall so inform the ENGINEER who shall direct the work necessary to maintain or replace the facilities in service and protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of noncompliance with this provision shall be replaced at the CONTRACTOR'S own expense. In cases of any such damage resulting from his operations, the CONTRACTOR shall repair and make good as new the damaged portions at his own expense with consent of the damaged party. In the event that consent is not given, the CONTRACTOR shall continue to be liable for the damaged cause. Should the ENGINEER have directed the replacement of the facility, the necessary work and payment shall be done in accordance with the extra work provision of this contract.

Competent Supervision

The CONTRACTOR shall employ only competent persons on the project and shall not employ persons, or means and methods which may cause strikes, work stoppages, or any disturbances by

persons employed by the CONTRACTOR, any subcontractor, the VILLAGE, the ENGINEER or any other contractor. The CONTRACTOR must have present, at all times, on the worksite a competent, English speaking individual responsible for reading and understanding the contract documents. The representative shall receive instructions from the VILLAGE, have full authority to execute the directions of the VILLAGE, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. Whenever the VILLAGE notifies the CONTRACTOR in writing that in his opinion any person on the project is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provision of the contract, such person shall be discharged from the project and shall not again be employed on it, except with the written consent of the VILLAGE.

Intoxicating Liquors

The CONTRACTOR shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the project.

Access to Work

The VILLAGE, the ENGINEER, and their officers, agents, servants, and employees may at any and all times and for any and all purposes, enter upon the project and the site thereof and the premises used by the CONTRACTOR, and the CONTRACTOR shall at all times provide safe and proper facilities therefore.

Direction of Work

The CONTRACTOR shall commence the project at such points as the VILLAGE may direct. The CONTRACTOR shall conform to any and all directions as to the order, manner, or time in which the different parts of the project shall be done. All verbal or written instructions from the VILLAGE in explanation of the contract documents made during the progress of the project must be strictly obeyed by the CONTRACTOR as though they had been fully written herein. All such explanations of said contract documents shall be final and conclusive.

Quality of Work

The work shall be done in a thorough and workman like manner and to the satisfaction of the VILLAGE. The CONTRACTOR shall provide only materials and tools of the best quality for the work. No secondhand material can be used in any case. Should anything be brought to the worksite that is improper to be used on the work, the same shall be removed at the direction of the VILLAGE. All labor will be furnished by the CONTRACTOR and must be efficient and skilled in the work. All work must pass inspection by the VILLAGE.

Subcontracting of Work

The CONTRACTOR shall constantly give the personal attention to the faithful prosecution of the project and shall keep the same under his personal control. The CONTRACTOR may subcontract portions of the work; however each subcontract in excess of ten (10) percent of total value of

contract must be approved by the Director of Public Works in writing prior to commencement of work. In no case shall such consent relieve the CONTRACTOR from their obligation or change the terms of the contract. At all times the CONTRACTOR shall maintain no less than fifty (50) percent of the dollar value of the contract by direct employees of the CONTRACTOR. An assignment or subletting in violation hereof shall be void and unenforceable.

Examination of Work

The VILLAGE, or its assigned agent, shall have the right to observe any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. The CONTRACTOR shall furnish, within reason, the VILLAGE and/or ENGINEER facility for ascertaining that the work is being performed in accordance with the requirements and intent of the contract, even to the extent of requiring the uncovering or taking down portions of finished work by the CONTRACTOR. Any of said items not complying with these specifications are subject to rejection at the option of the VILLAGE. The CONTRACTOR will make every effort and means available to facilitate the VILLAGE'S observation of the work. Any work or material which the VILLAGE may determine to be rejected or defective must be rebuilt, replaced, or removed at the CONTRACTOR'S own expense at the direction of the VILLAGE. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean an acceptance of the work.

In addition to this provision the Village or their designee shall not assume any of the responsibilities of either the CONTRACTOR's superintendent, or of subcontractors. In addition the inspector shall not expedite the work for the CONTRACTOR; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

Interpretation of Contract Documents

The VILLAGE shall in all cases determine the amount or quantity of the several kinds of work which are to be paid for under this contract, and shall decide all questions which may arise relative to the execution of the contract on the part of the CONTRACTOR, and all estimates and decisions shall be final and conclusive. The VILLAGE shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the contract. The VILLAGE hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the CONTRACTOR proposes to furnish under the terms of the contract.

Documentation Precedence

The documents included in the contract are intended to be complementary and to describe a complete work. If the VILLAGE determines a conflict exists between the contract documents, the following hierarchy will be applied and the VILLAGE shall then complete the work according to the interpretation made by the VILLAGE. Hierarchy of contract documents is as follows, with the first enumerated document taking precedence over all that follow:

1. **Owner and General Contractor Contract (Special Provisions)**
2. **Plan Set**
3. **Supplemental Conditions (Recurring Special Provisions)**
4. **Contract (General Conditions)**

Omissions

This order of precedence regulates only listed services and provisions and does not control omitted conditions or specifications. When all construction documents on a job fail to address a specific material issue, and VILLAGE determines that the Contract language fails to address the issue, the parties shall meet and amend Contract, specifications and plans, as necessary, to address the omission.

Defective Work

Until acceptance and during the applicable maintenance period thereafter, the CONTRACTOR shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the contract or applicable guarantee and shall pay to the VILLAGE all resulting costs, expenses, losses or damages suffered by the VILLAGE.

If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the project, or selected for the same, is rejected by the VILLAGE as unsuitable or not in conformity with the specification or any of the other contract documents, the CONTRACTOR shall forthwith remove such material, equipment, apparatus and other items from the site of the project and shall at his own cost and expense make good and replace the same and any material furnished by the VILLAGE which shall be damaged or rendered defective by the handling or improper installation by the CONTRACTOR, his agents, servants, employee or subcontractor.

If within one year after the date of Final Acceptance (or such longer period of time prescribed by the maintenance period or any special guarantee or warranty) any work is found to be defective, CONTRACTOR shall promptly, at its sole cost and expense and without cost to the VILLAGE, repair, replace or correct such defective work along with any damage to other work resulting therefrom.

If the CONTRACTOR fails to correct defective work within a reasonable time, the Village may perform the necessary corrections. A change order will be then be issued reflecting an equitable deduction from the contract amount for the costs of correction incurred by the VILLAGE. The costs of correction will be deducted from payments due to the CONTRACTOR or, if no further payments are due to CONTRACTOR, then the CONTRACTOR's surety will be responsible for said payment.

CONTRACTOR's obligations under this provision are in addition to any other obligation or guarantee or warranty contained in the contract documents and shall survive the termination of the contract. The terms of this provision are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

Extra Work

The VILLAGE may make changes in the work and in the drawings and specifications therefore by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the contract. If such changes result in an increase or decrease the quantities thereof, adjustment in compensation shall be made therefore at the unit prices stipulated in the contract for such work. An exception requires that if unit prices are not stipulated for such work, compensation for additional, or increased work, shall be made as provided hereinafter; for eliminated or decreased work the CONTRACTOR shall allow the VILLAGE a reasonable credit as determined by the ENGINEER. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the VILLAGE authorizing the change and no claim for additional compensation shall be valid unless the change is so ordered. The CONTRACTOR agrees that they shall neither have, nor assert, any claim for, or be entitled to, any additional compensation for damages, or for loss of anticipated profits on work that is eliminated. Any work not herein specified which may be implied as being included in this contract, of which the VILLAGE shall be the judge, shall be done by the CONTRACTOR without extra charge. It is understood that the completion of this contract under this agreement includes any and all work that may be necessary to connect and match work with adjoining work in a reasonable manner.

The CONTRACTOR shall perform any extra work (work in connection with the contract but not provided for herein) when and as ordered in writing by the VILLAGE, at the unit prices stipulated either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the VILLAGE so elects, for the reasonable cost of such work, as determined by the CONTRACTOR and approved by the VILLAGE, plus a percentage of such cost as set forth below.

The cost of extra work done under (b) above shall include the reasonable cost to the CONTRACTOR of materials used, equipment installed, common and skilled labor, necessary

supervision, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

At the request of the VILLAGE, the CONTRACTOR shall furnish itemized statements of the cost of the extra work ordered as above and give the VILLAGE access to all records, accounts, bills, and vouchers and correspondence relating thereto.

The CONTRACTOR may include in the cost of extra work the amounts of additional premiums, if any, paid on the required insurance on account of such extra work such as, social security and other direct assessments upon the CONTRACTOR's payroll by Federal or other properly authorized public agencies, and of other approved payments made by the CONTRACTOR directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

The CONTRACTOR shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the CONTRACTOR, his superintendent, or his office and engineering staff.

To the cost of extra work done by the CONTRACTOR's own forces under (b) above (determined as stated above), the CONTRACTOR shall add fifteen (15%) percent to cover his overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work and profit.

In case of extra work done under b) by a subcontractor, the subcontractor shall compute, as above, their cost for the extra person, and the CONTRACTOR shall be allowed an additional five (5%) percent of the subcontractor's cost for the extra work to cover the cost of the CONTRACTOR's overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work and profit. Said subcontractor's cost must be reasonable and approved by the VILLAGE.

If extra work is done under (b) above, the CONTRACTOR and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of the men employed; the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. The daily records are to constitute verification that the work was done, must be signed both by the CONTRACTOR's authorized representative and by the VILLAGE or their authorized representative. A separate daily record shall be submitted for each extra work order.

Extension of Time on Account of Extra Work

When extra work is ordered near the completion of the contract or any time during the progress of the project which unavoidably increases the time for the completion of the project, an extension of time shall be considered if requested by the CONTRACTOR as part of the extra work agreement between the CONTRACTOR and VILLAGE.

Prices for Work

The VILLAGE shall pay and the CONTRACTOR shall receive the prices stipulated in the bid made a part thereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the CONTRACTOR under and as required by the contract.

The quantities provided in the bid documents are approximate only and are subject to increase or decrease. Actual compensation to the CONTRACTOR shall be based upon the actual quantities determined by the VILLAGE multiplied by the unit prices bid for each item. The unit prices submitted herewith is for the purpose of obtaining a gross sum, and for use in computing the value of additions and deductions and for the purpose of determining the lowest BIDDER. Should there be a discrepancy between the gross sum bid and that bid resulting from summation of quantities multiplied by their respective unit prices, the latter shall apply.

Payment of Invoices

Once a month, except as hereinafter provided, the CONTRACTOR shall submit to the VILLAGE, an application for a progress payment on a CONTRACTOR's Sworn Statement form for work completed in the previous calendar month. The CONTRACTOR shall attach to each such request current waivers of lien for work performed and materials and equipment supplied during the period covered by such request.

Upon VILLAGE approval of such application for payment(s) request, the VILLAGE shall make payment to the CONTRACTOR in the amount requested and retain from such payment(s) an amount equal to ten (10%) percent of the payment request. The VILLAGE may reduce the ten (10%) percent retainage to five (5%) percent retainage when project is ninety (90%) percent complete as determined by the Village Engineer if, in the opinion of the VILLAGE, the CONTRACTOR is making satisfactory progress. The VILLAGE may retain such other sums as are provided for in this contract.

If the VILLAGE determines that the progress of the work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance or actual requirement and if such materials and equipment are delivered and properly stored and protected by invoices or other suitable vouchers satisfactory to the VILLAGE, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the CONTRACTOR to the VILLAGE at the same time a Bill of Sale in form satisfactory to the VILLAGE, transferring and assigning to the VILLAGE full ownership and title to such materials or equipment.

The VILLAGE will make progress payments to the CONTRACTOR within 30 calendar days after the approval by the VILLAGE of the CONTRACTOR payment application request. No progress payment shall constitute and acceptance of any work not in accordance with the contract documents.

Final Estimate and Payment

Upon completion of the project and approval by the VILLAGE, a final payment estimate will be prepared by the CONTRACTOR. Upon approval by the Board of Trustees and approval of all final waiver(s) of lien by the VILLAGE, the VILLAGE will, within thirty (30) calendar days, pay the CONTRACTOR the final payment on the basis of the approved final payment estimate. The acceptance by the CONTRACTOR of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract, and shall relieve the VILLAGE from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the VILLAGE relating to or connected with the contract. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the contract or the performance bond and payment bonds.

Retain Money for Repairs

The VILLAGE may retain out of the moneys otherwise payable to the CONTRACTOR hereunder a percentage in the amount between two and a half (2.5%) and ten (10%) percent and may expend the same, in the manner hereinafter provided, in making such repairs, corrections, or replacements in the work as VILLAGE, in its sole judgment, may deem necessary. The same may be expended to cover any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and wards incurred, suffered or sustained by the VILLAGE, due to making such repairs, corrections, or replacements of same work.

If at any time within the period of construction any part of the project requires repairing, corrections, or replacements, the VILLAGE may notify the CONTRACTOR in writing to make the required repairs, corrections, or replacements. If the CONTRACTOR neglects to commence making such repairs, corrections, replacements to the satisfaction of the VILLAGE within three (3) calendar days from the date or receipt of such notice, or having commenced, fails to prosecute such work with diligence, the VILLAGE may employ other persons to make the same. The VILLAGE shall pay the cost and expenses of the amounts retained for that purpose. If the amounts retained by the VILLAGE are insufficient to pay for said corrective work, then the CONTRACTOR shall pay the difference to VILLAGE upon demand. Upon VILLAGE notice of "Start of Maintenance", the said period of guarantee, provided that the project at that time is in good order, the CONTRACTOR will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expenses of making said repairs, corrections, or replacements, in the manner aforesaid, have been paid therefrom.

No Waiver

Neither the inspection by the VILLAGE or the ENGINEER, nor any order, measurement, approval, determination, decision, or certificate by the ENGINEER, nor any order by the VILLAGE for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the VILLAGE, nor any extension of time, nor any other act or omission

of the VILLAGE or of the ENGINEER, shall constitute, or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the contract, nor of any remedy, power or right of or herein reserved to the VILLAGE, nor the right to damages for breach of contract. Any and all rights and/or remedies provided for in the contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by the law, the VILLAGE shall be entitled as of right to a writ of injunction against any breach or threatened breach of the contract by the CONTRACTOR, by his subcontractors or by any other person or persons.

Rights to Materials

Nothing in the contract shall be construed as vesting in the CONTRACTOR any right of property in the materials, equipment, apparatus, and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such material, equipment, apparatus, and other items shall, upon being so installed, incorporated, attached, or affixed, become the property of the VILLAGE. Nothing in this subsection shall relieve the CONTRACTOR of his duty to protect and maintain all such materials, equipment, apparatus, and other items.

Liability of Owner

No persons, firm or corporation, other than the CONTRACTOR, who signed this contract as such, shall have any interest herein or right hereunder. The acceptance by the CONTRACTOR of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the VILLAGE and every agent of the VILLAGE of and from any and all claims, demands, damages, and liabilities of, by or to the CONTRACTOR for anything done, or furnished for, or arising out of, or relating to, or by reason of the project, except the claim against the VILLAGE for the unpaid balance, if any there be, of the amounts retained as herein provided.

Punchlist

The VILLAGE shall issue a punchlist to the CONTRACTOR within 14 calendar days of substantial completion of the entire project. The CONTRACTOR will be required to complete the punchlist within 20 calendar days of issuance. Should the CONTRACTOR fail to complete the punchlist work within the allotted timeline stipulated in the above the CONTRACTOR shall be liable to the VILLAGE in the amount listed in the liquidated damages provision of this contract, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. This work will not be paid for separately but shall be considered as included in the Contract and no extra compensation will be allowed.

Partial Acceptance

The VILLAGE may, at any time in a written order to the CONTRACTOR (1) declare that it intends to use a specified part of the project which in his opinion is sufficiently complete, in accordance with the contract documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the project.

Acceptance by the VILLAGE under this subsection shall not relieve the CONTRACTOR of any obligations under the contract documents except agreed upon in writing between from any part of the project which has been accepted, but the VILLAGE will allow the CONTRACTOR reasonable access thereto to complete or correct items on the punchlist.

Warranty

CONTRACTOR warrants to the VILLAGE that all material and equipment furnished under this contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the contract documents. Upon substantial completion, the CONTRACTOR shall deliver to the VILLAGE all warranties required under the contract documents, or to which CONTRACTOR is entitled from manufacturers, suppliers, and subcontractors. All warranties for products and materials incorporated into the work shall begin on the date of Substantial Completion and will remain for a period of 12 months.

Neither the final payment nor partial or entire use or occupancy of the site by the VILLAGE shall constitute an acceptance of work not done in accordance with contract documents or relieve the CONTRACTOR or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. CONTRACTOR or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. CONTRACTOR shall be liable for correction of all damage resulting from defective work. If CONTRACTOR fails to remedy any defects or damage, the VILLAGE may correct the defective work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the CONTRACTOR or its surety.

CONTRACTOR warrants that the work shall be done in a workmanlike manner in strict accordance with the contract documents and guarantees that the labor, material, and equipment will be free of defects for the length of time from the date of Substantial Completion or, for any period otherwise stated in the contract documents, whichever period is longer.

CONTRACTOR warrants that no materials or supplies for the work purchased by CONTRACTOR or any subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. CONTRACTOR further warrants that he/she has good title to all materials and supplies used in the performance of the work, and any such materials and supplies are free from all liens, claims or encumbrances. CONTRACTOR agrees to indemnify and save the VILLAGE harmless from all claims and costs incurred with respect to the lawful demands of subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from CONTRACTOR's breach of this Section.

Final Acceptance

This agreement constitutes an entire contract for one whole and complete project or result. Fixing of the date of final acceptance of the project or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Public Works Director.

Claims

If at any time there be any evidence of any claims for which the CONTRACTOR is or may be liable or responsible hereunder, the CONTRACTOR shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the VILLAGE may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fee and expenses, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

Liens

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to, or for the project, the CONTRACTOR shall, at his own cost and expense, promptly discharge, remove, or otherwise dispose of the same in a manner satisfactory to the VILLAGE, and until such discharge, removal or disposition, the VILLAGE shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees and expenses, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

Legal Address of Contractor

The CONTRACTOR's business address as set forth herein below and his office at or near the site of the project are below and his office at or near the site of work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the CONTRACTOR's business address in a post office box regularly maintained by the United States Post Office or the delivery at either designated address of any letter, notice, or other communication by mail, or otherwise, shall be deemed sufficient service thereof upon the CONTRACTOR and delivered to the VILLAGE. Service of any notice, letter, or other communication upon the CONTRACTOR personally shall likewise be deemed sufficient service.

Contractor Claims for Damages

If the CONTRACTOR makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) calendar days of occurrence of the alleged breach or within ten (10) calendar days after such damages are alleged to have been sustained, whichever date is earlier, file with the VILLAGE a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The CONTRACTOR agrees

that unless statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and enforceable, and the shall not be entitled to any compensation for any such alleged damages.

Patents

The CONTRACTOR shall indemnify and save harmless the VILLAGE and all persons acting for or on behalf of the VILLAGE from all claims and liability of any nature or kind, and all damages, costs, and expenses, including attorney's fees, arising from or occasioned by an infringement or alleged infringement of any patents or patents right on any invention, process, material, equipment, article, or apparatus, or any part thereof, furnished and installed by the CONTRACTOR, or arising from or occasioned by the use or manufacture thereof, including their use by the VILLAGE.

Litigation Venue

Any and all disputes arising in connection with this Contract shall be resolved by arbitration at the Village Hall, 835 Midway Drive, Willowbrook, Illinois in accordance with the construction rules of the American Arbitration Association or ADR Systems of America, LLC, in the exclusive discretion of VILLAGE (only one arbiter), and any award made there on shall be enforceable in any court of general jurisdiction and all disputes shall otherwise be resolved in and only in the Circuit Court of DuPage County, Illinois. The Village shall be entitled to receive as part of any award from CONTRACTOR all of its reasonable attorney fees and costs incurred in any proceeding, arbitration or otherwise incurred to enforce the terms of this Contract.

Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion

SPECIAL PROVISIONS

Specifications

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2025; the latest edition of the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices" (MUTCD); and the "Standard Specifications for Water and Sewer Main Construction in Illinois," 8th Edition (hereinafter referred to as the "Water and Sewer Main Specifications"); and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

Clarification of Contract Documents

Any BIDDER in doubt as to the true meaning of any part of the contract documents shall address all questions to the ENGINEER before the bid opening.

Project Schedule & Contract Time

The CONTRACTOR shall be substantially complete with contract work by **November 7th, 2025**. The CONTRACTOR shall be complete with all contract work including punchlist work by **November 21st, 2025**. Work may begin once the Notice to Proceed has been issued.

Submittals

When indicated in the project provisions sections, submittals shall be delivered to the VILLAGE for review and approval. Submittals for review may include some of the following types: Product data, Shop drawings, Samples for selection, & Samples for verification. Submittal review to the VILLAGE are expected for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. After review, provide copies and distribute in accordance with "SUBMITTAL PROCEDURES" section below and for record documents purposes described in "CLOSEOUT SUBMITTALS".

As necessary some submittals for "Information Only" may be required. When the following are specified in individual provision, submit them for "Information Only": Construction Schedule, Schedule of Values breakdown, Health & Safety Plans, Construction Photos, Design data, Certificates, Test Reports, Inspection Reports, Manufacturer's Instructions, Manufacturer's Field Reports, Other types as indicated. Submit for VILLAGE knowledge, no action will be taken.

Close Out Submittals

When the following are specified in individual project provisions, submit them at project closeout: Project record documents, Operation and maintenance data, Warranties, Bonds, Other types as indicated. Submit for VILLAGE benefit during and after project completion.

Submittal Process

- A. CONTRACTOR to provide VILLAGE within 20 days of receipt of Notice to Proceed a schedule of Submittals.
- B. Transmit each submittal with a cover page that Identifies Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and project provision or section number, as appropriate on each copy
- C. Sequentially number the transmittal form. (Example: # 2). Revised submittals shall be numbered with original number and a sequential alphabetic suffix. (Example # 2-A)
- D. Include legible scale details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout drawings, parts catalogs, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data. Arrange data and performance information in format similar to that provided in Contract Documents.
- E. Identify equipment or material use, tag number, drawing detail reference, weight, and other project specific information so that all items can be easily verified by the VILLAGE
- F. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Project.
- G. When revised for resubmission, identify all changes made since previous submission.
- H. Provide space for CONTRACTOR, ENGINEER, & VILLAGE review stamps.
- I. CONTRACTOR shall not use red color for marks on transmittals. Duplicate all marks on all copies transmitted, and ensure marks are photocopy reproducible.
- J. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Project, and coordination of information is in accordance with the requirements of the Project and Contract Documents.
- K. Deliver submittals to VILLAGE attn.:

Village Engineer
835 Midway Drive
Willowbrook, IL 60527

- L. For each submittal review, allow 15 days excluding delivery time to and from the CONTRACTOR.
- M. Items within transmittals will be reviewed for overall design intent and will receive one of the following actions:

A- REVIEWED AS SUBMITTED
B- REVIEWED WITH CORRECTIONS

C- REVISE AND RESUBMIT

D- REJECTED

- N. Submittals returned with Action "A" or "B" are considered ready for fabrication and/or installation. If for any reason a submittal that has an "A" or "B" Action is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the resubmittal. Destroy or conspicuously mark "SUPERSEDED" all documents having previously received "A" or "B" Action that are superseded by a resubmittal.
- O. Excessive review time due to a failure by the CONTRACTOR, subcontractor, manufacturer and/or supplier to properly revise submittal(s) will be billed to the CONTRACTOR by the VILLAGE at a rate of one-hundred dollars (\$100.00) per hour, minimum two hours. Payment for excessive review time will be charged to the CONTRACTOR directly.
- P. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- Q. Submittals not requested will not be recognized or processed.

Number & Types of Copies Required

- A. Documents for Review:
 - a. Hard copies are not required. Electronic versions are to be submitted in Acrobat Format (.pdf).
- B. Samples:
 - a. Submit the number specified in individual specification sections; one of which will be retained by VILLAGE.
 - b. After review, produce duplicates.
 - c. Retained samples will not be returned to Contractor unless requested and/or is no longer needed by the VILLAGE.

TEMPORARY RESTROOM FACILITIES

State of Illinois Public Act 094-0042 (Construction Site Temporary Restroom Facility Act) stipulates that the CONTRACTOR must provide and maintain, for their work force, temporary restroom facilities. Please review this Act or the most recent update to the legislation in order to have a clear understanding of the provisions of the Act such as the quantity, type, and appurtenances necessary for the project. The cost of this item shall be considered incidental to the project. Per the language of the Act the VILLAGE has the authority to penalize the CONTRACTOR if the provisions of the Act are not followed.

IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD)

CONTRACTOR shall be responsible for the proper disposal of all materials, construction debris, soil and other waste. Disposal of all materials, construction debris, soil, and other wastes shall be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Illinois and federal environmental laws and regulations. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the VILLAGE is a material breach. The costs to remove and dispose of excavation materials, construction debris, soil and other regulated waste are include in the unit price for this pay item.

Upon request of the VILLAGE, CONTRACTOR shall provide the VILLAGE with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents, including copies of all permits and/or licenses for the proposed transfer station, CCDD site and/or landfill. In the event that the transfer station, CCDD site and/or landfill proposed for use by CONTRACTOR does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, CONTRACTOR will replace the transfer station and/or landfill. If the CONTRACTOR disposes of materials, construction debris, soil or other wastes at a site which is not property permitted, the CONTRACTOR shall be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site, including fines, penalties and attorney's fees.

CONTRACTOR shall notify the VILLAGE within 24 hours of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Claims") by any governmental body or regulatory agency against CONTRACTOR or any of his subcontractors or any third party relating to the loading, hauling or disposal of material, construction debris, soil or other wastes in connection with the Project. CONTRACTOR will provide evidence to the VILLAGE that any such Claim has been addressed to the satisfaction of the issuer or initiator of any such Claim.

CONTRACTOR shall haul any materials, construction debris, soil and other wastes in vehicles and/or containers complying with all applicable environmental laws. All equipment used to transfer materials, construction debris, soil or other wastes shall be designed to prevent spillage during the hauling operation. All hauling equipment shall fully comply with all VILLAGE, state, and federal regulations, laws and ordinances pertaining to size, load weight, safety and any environmental laws.

MAINTENANCE OF EXISTING UTILITIES

The CONTRACTOR shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, cable, conduit, etc., and shall repair or replace same at his own expense and with the least possible delay. The CONTRACTOR shall give prior notification to the utility companies of his intention to begin work. He shall also call J.U.L.I.E. at 1-800-892-0123 and the VILLAGE to mark the location of underground utilities.

MAINTENANCE OF ROADWAYS

Beginning on the date that the CONTRACTOR begins work on this project, he shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the VILLAGE, but shall not include snow removal operations. Traffic control and protection for this work will be provided by the CONTRACTOR as required by the VILLAGE.

The work involved in maintaining the existing pavement will be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions. Traffic control and protection required for this work shall be considered incidental to the contract.

If items of work have not been provided for in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the VILLAGE, will be paid for in accordance with Article 109.04 of the STANDARD SPECIFICATIONS.

PUBLIC CONVENIENCE AND SAFETY

In addition to the requirements of Article 107.09 of the STANDARD SPECIFICATIONS, the CONTRACTOR shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

The CONTRACTOR is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

During all construction operations, the CONTRACTOR will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control.

All provisions relating to traffic control, signage, barricades and the use of flagmen shall be subject to the approval of the VILLAGE.

SIGN RELOCATE

The CONTRACTOR shall remove and relocate all street signs located in or near the construction zone as directed by the VILLAGE or ENGINEER. The CONTRACTOR shall be responsible for replacing at his expense any signs damaged during the course of construction and the operation of removing and relocating any signs. The removal and relocation of all existing signs within the construction limits shall not be paid for separately but shall be incidental to the contract.

STREET CLEANING

Special attention shall be paid to Section 107.15 of the STANDARD SPECIFICATIONS. If the CONTRACTOR fails to clean the pavement, sidewalk or parkways on or adjacent to the section under construction to the satisfaction of the VILLAGE at any time during the contract, the VILLAGE will notify the CONTRACTOR at which time the CONTRACTOR will have 24 hours to respond. If the CONTRACTOR fails to respond within 24 hours an amount of \$500.00 per incident will be deducted from any monies due to the CONTRACTOR. The cost of this item shall be considered incidental to the project

VANDALISM

Special attention is called to Article 107.30 of the "Standard Specifications for Road and Bridge Construction". Any defaced work as determined and directed by the VILLAGE shall be corrected or replaced to the satisfaction of the VILLAGE by the CONTRACTOR at his sole expense prior to final payment. The VILLAGE shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage. The VILLAGE will not be responsible for the security of the work site in this regard, other than normal patrolling and response to emergencies. The cost of additional security required to meet this provision shall be solely the CONTRACTORS responsibility.

The CONTRACTOR shall protect installed Work and provide special protection where specified in the individual project provisions. When necessary provide temporary and removable protection for installed products, and control activity in the immediate work area to prevent damage. The CONTRACTOR shall prohibit the storage of materials, equipment, and construction traffic from landscaped areas whenever possible.

DEMONSTRATION AND INSTRUCTION

When applicable the CONTRACTOR shall demonstrate operation and maintenance of products to VILLAGE personnel in advance of Substantial Completion. The demonstration of project equipment and instruction shall be done in a learning conducive environment by a representative who is knowledgeable about the system and its integration to the project. The instruction shall utilize operation and maintenance manuals as basis for instruction. Review of the manuals contents with the VILLAGE personnel shall be done in detail and shall cover all aspects of the systems operation and maintenance. The demonstration shall include: start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment within the system. The allotted training time for each item of the system is specified in the individual project provision.

HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)

Description. This work shall be done in accordance with Section 440 of the Standard Specifications and be completed by a machine capable of cold milling minimum 6 feet wide in one pass. This work shall include butt joints at all limits of paving where abutting existing pavement.

Construction Requirements. The existing hot-mix asphalt surface of the existing basketball court shall be removed to obtain the proposed elevations in the plans. Required removal thickness will generally vary from 1 inches to 6 inches. Excavation and disposal of any additional material, aggregate base, pozzolanic base, chip and seal, and/or clay, required to obtain proposed elevation for the proposed asphalt basketball court shall be included in the cost for **HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE FULL DEPTH)**. The grindings shall be removed from site.

No additional compensation shall be considered for petromat (fabric) encountered during grinding operations. Removal of petromat shall be considered incidental to this item.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square yard for **HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)**.

PAVEMENT REMOVAL

Description. This work shall be done in accordance with Section 440 of the Standard Specifications except as modified herein.

Construction Requirements. The CONTRACTOR shall sawcut the limit of path removal and existing basketball court as shown on the plans. The sawcut machine shall meet the equipment requirements of Section 1101.05 of the Standard Specifications. The depth of existing pavement (asphalt, aggregate base, earth, etc.) to be removed shall be considered to be a minimum of 11 inches. All material that is more than 11 inches below the existing pavement that is to be removed shall not be paid for separately but shall be included in the unit price for **PAVEMENT REMOVAL**. All material shall be removed and hauled off-site.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square yard for **PAVEMENT REMOVAL** of the depth of asphalt and aggregate specified.

CONCRETE REMOVAL (SPECIAL)

Description. This work shall be done in accordance with Section 440 and 501 of the Standard Specifications except as modified herein.

Construction Requirements. The CONTRACTOR shall sawcut concrete to be removed as shown on the plans. The sawcut machine shall meet the equipment requirements of Section 1101.05 of the Standard Specifications. The item **CONCRETE REMOVAL (SPECIAL)** shall be used for all concrete sidewalk and any other miscellaneous concrete flatwork to be removed. All material shall be removed and hauled off-site.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square foot for **CONCRETE REMOVAL (SPECIAL)**.

MAINTENANCE OF CONSTRUCTION FENCE

Description. This work consists of maintaining the temporary chain link construction fencing at the BORSE PARK construction site as directed by the ENGINEER in the field. This work shall be performed in accordance with the applicable portions of Sections 201 and 664 of the Standard Specifications, the details in the plans and as herein specified. Fencing shall be maintained during construction operations and repaired, as needed, the same day as directed by the Engineer. Temporary chain link fence shall be constructed per IUM Construction Specification 91 – Chain Link Fence.

All maintenance and fence relocation will not be measured for payment but shall be included in the price for **MAINTENANCE OF CONSTRUCTION FENCE**. The CONTRACTOR shall be responsible for the replacement of any broken or damaged fence section and this work shall be included in the unit price for the **MAINTENANCE OF CONSTRUCTION FENCE**. Any revised layout of the fence limits shall be determined in the field by the Contractor and approved by the Engineer prior to installation.

Basis of Payment. This work shall be paid for at the contract unit price per **LUMP SUM** for **MAINTENANCE OF CONSTRUCTION FENCE**.

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highways Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specification and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

STANDARDS: 701001-02, 701006-05, 701801-06, 701901-10

DETAILS: Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)

SPECIAL PROVISIONS: Maintenance of Roadways

Changeable Message Sign

Special Public Convenience and Safety (D-1)

Equipment Parking and Storage (BOE)

Lights on Barricades (BDE)

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the ENGINEER.

The Contractor shall post "Road Closed to Thru Traffic" signs on Type III barricades during working hours at each site and as approved by the Engineer. Overnight road closures will not be permitted unless the Contractor receives written permission from the Engineer.

Method of Measurement. All traffic control specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment. Unless otherwise noted, all traffic control and protection will be paid for at the contract lump sum price for **TRAFFIC CONTROL AND PROTECTION, (SPECIAL)**.

CONSTRUCTION LAYOUT

The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The Engineer will provide adequate reference points to the centerline of survey and benchmarks as shown in the plans and listed herein. Any additional control points set by the Engineer will be identified in the field to the CONTRACTOR and all field notes will be kept in the office of the Resident Engineer.

The CONTRACTOR shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR's layout by the Engineer and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the Engineer

- a. The Engineer will locate and reference the control points within or adjacent to the project limits.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.
- b. Benchmarks will be established along the project.
- c. The Engineer will make random checks of the CONTRACTOR's staking to determine if the work is in substantial conformance with the plans. Where the CONTRACTOR's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- d. The Engineer will make all arrangements and take all cross sections from which the various pay items are to be measured.
- e. Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the Engineer will check to determine their nature and make whatever revisions are necessary in the plans, including the re-cross sectioning of the area involved. Any additional re-staking required by the

Engineer will be the responsibility of the CONTRACTOR. The additional re-staking done by the CONTRACTOR will be paid for in accordance with 109.04 of the Standard Specifications.

- f. The Engineer will accept responsibility for the accuracy of the initial control points as provided herein.
- g. It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the CONTRACTOR's stakes; however, any errors that are apparent will be immediately called to the CONTRACTOR's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.
- h. Where the plan quantities for excavation are to be used as the final pay quantities, the Engineer will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the CONTRACTOR

- a. The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the CONTRACTOR's responsibility to tie in centerline control points in order to preserve them during construction operations.

- b. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.
- c. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the CONTRACTOR and checked by the Engineer. The CONTRACTOR shall provide a detailed structure layout showing span dimensions, staking lines and offset distances.

Method of Measurement and Basis of Payment. This item will be paid for at the contract lump sum price for **CONSTRUCTION LAYOUT**, which price shall be payment in full for all services, materials, labor and other items required to complete the work.

ITEMS AS ORDERED BY ENGINEER

Description. This item will be used at the discretion of the ENGINEER for items including, but not limited to, landscaping / decorative landscaping (or other restoration), investigation and repair/replacement of items discovered on site, and/or structure modifications as determined in the field by the Engineer.

General Requirements. Work shall be done under this item as directed by the Engineer.

Method of Measurement and Basis of Payment. This work will be paid for in units of one dollar (\$1.00) under **ITEMS ORDERED BY THE ENGINEER**. Before any work begins under this item, the ENGINEER and the CONTRACTOR shall agree to the amount to be paid for each item of work.

RECORD DRAWINGS

The CONTRACTOR shall provide the VILLAGE with record drawings and field notes detailing the work and denoting any changes from the design as shown on the plan sheets. The VILLAGE requires that record drawings will be submitted as two (2) E size (36" x 24") hard copies, one (1) electronic version (.pdf) on a CD, and digital file(s) in one of the following formats:

- CAD (.dwg)
- Microstation (.dgn)
- Shape File/Geodatabase (.gdb)
- Excel (.xls or .xlsx)

All utilities shall have their location verified (X, Y Coordinate, US State Plane, Illinois East, NAD83) using high accuracy sub centimeter survey grade. All utilities shall have inverts or top of operating nut shot. The record drawing shall show buildings, sidewalks, and parking lots. The record drawing shall be stamped and approved by licensed surveyor or civil engineer. Spot grades are not required for the site or foundation. Spot grades are not required for sidewalk, curbs, or other hardscapes.

Utilities and Items Required to be Captured

- a. Sanitary
 - i. Manholes (X, Y, Rim and Invert Elevations)
 - ii. Grease Trap (X, Y, Rim and Invert Elevations)
 - iii. Clean Outs
- b. Water
 - i. Valves (X, Y, Rim Elevations and Top of Operating Nut)
 - ii. B-box (X and Y)
 - iii. Hydrants (X, Y, Top of Operating Nut)
- c. Storm
 - i. Manholes (X, Y, Rim Elevations, Structure Size, and Inverts Elevations)
 - ii. Catch Basins (X, Y, Rim Elevations, Structure Size, and Inverts Elevations)
 - iii. Inlets (X, Y, Rim Elevations, Structure Size, and Inverts Elevations)
 - iv. Overflow/Restrictors Structures (X, Y, Rim Elevations, Top of Restrictor Plate, Orifice Invert, Orifice Size, Downstream Pipe Invert)
 - v. Flared End Sections (X, Y, and Invert Elevations)
- d. All Pipes
 - i. All pipes shall have pitch and length checked (Simple Strike & Re-write)
- e. All Planimetric Data
 - i. Any additional layers that were gathered from the project will be requested for population of the Village's geographic information system (GIS).

Method of Measurement and Basis of Payment. The work shall be paid for at the contract unit price per lump sum for **RECORD DRAWINGS**, which price shall include all materials, labor, tools, and equipment necessary to complete the work as specified.

STABILIZED CONSTRUCTION ENTRANCE

Description. This work shall consist of furnishing, installation, maintenance, and removal of stabilized pad of aggregate underlain with geotechnical filter fabric as shown on the plans or directed by the Engineer.

Materials. Materials shall conform to the following: Aggregate size shall be 3" diameter stone or recycled concrete equivalent in accordance with Section 1005 of the Standard Specifications.

Geotechnical filter fabric shall be in accordance with Section 282 of the Standard Specifications.

Construction Requirements. The coarse aggregate shall be a thickness of 6 inches or more. The stone entrance should not be filled until the area has been inspected and approved by the Engineer. The rock shall be dumped and spread into place in approximately horizontal layers not more than 3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space caused by bridging of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

Periodic top-dressing with additional stone may be required as conditions demand. Repair and/or cleanout of any measures used to trap sediment may be required to maintain the performance and functionality of the construction entrance.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the STABILIZED CONSTRUCTION ENTRANCE.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public rights-of-way must be removed immediately.

Wheels shall be cleaned to remove sediment prior to entrance onto public right-of-way. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.

Method of Measurement. This work will be measured for payment, in place, in units per square yard.

Basis of Payment. The work shall be paid for at the contract unit price per square yard for **STABILIZED CONSTRUCTION ENTRANCE**, which price shall include all materials, labor, tools, and equipment necessary to complete the work as specified.

WASHOUT BASIN

Description. This item shall consist of constructing and maintaining a washout basin for concrete trucks and other construction vehicles.

Requirements. The work shall include general maintenance and removal of all construction debris.

Basis of Payment. This item will be paid for at the contract unit price per **EACH** for **WASHOUT BASIN**.

BUILDING DEMOLITION

PART 1 **GENERAL**

1.01 **SCOPE**

Description

The Work consists of the decommissioning and/or selected removal/demolition of structures indicated on Drawings, and the removal and disposal of all debris, in accordance with local ordinances and as herein specified.

Extent of decommissioning and demolition Work is as shown on the Drawings and is specified herein. A portion of the materials to be demolished and removed are buried below grade.

Decommissioning includes piping, valves and electrics and isolating the decommissioned facility from the active utilities.

Demolition includes complete wrecking (in a neat, precise and orderly manner) of the existing structures, as well as the removal and disposal of demolished materials as shown on the Drawings and as specified herein. This Work includes, but is not limited to the digging up, uncovering and/or performing the necessary excavation required to expose buried portions of structures as well as rubble, debris and material removal for the purposes of demolition.

Miscellaneous debris including, but not limited to, water piping and appurtenances as well as rubble, broken concrete, etc. and their removal shall be included as part of this Contract. Contractor shall locate and remove such materials from specific Areas whether shown on the Drawings, or not, prior to beginning the general demolition Work. The Contractor shall comply with all local, state and federal codes/regulations/ requirements for the safe and proper removal and disposal of these materials.

1.02 **QUALITY ASSURANCE**

- A. All Work shall be performed by a qualified **Demolition Contractor** regularly engaged in the type of demolition Work required to be performed. All Work shall conform to the applicable provision of the codes, standards and Specifications as specified herein. Contractor shall comply with specified standards as a minimum quality for the Work except where more stringent requirements apply. Where contradictions occur between codes, standards or Specifications, the more stringent shall apply. Work other than

demolition Work shall be performed by skilled workers licensed in the trade involved.

- B. The Contractor shall be responsible for obtaining any and all wrecking/demolition permit(s) from the Authorities having jurisdiction for demolition Work to be performed. The Contractor shall obtain and pay for any required bonds or insurances associated with the(se) permit(s). It shall be the Contractor's responsibility to determine the permit requirements and include all costs in the prices bid.

1.03 SUBMITTALS

- A. General. The Contractor shall submit to the Owner's Representative for review a description of demolition operations and procedures, data and information pertaining to the decommissioning and demolition Work and as herein specified. Submittals shall include product specifications and descriptions, and drawings (when necessary) showing details together with related accessories.
- B. Schedule. Submit schedule indicating proposed methods and sequence of operations for the Work to Owner's Representative for review prior to commencement of Work. Scheduled time for decommissioning and demolition activities shall be equal to that shown on the Contractor's proposed construction schedule submitted with the Bid and shall include the following:
 - 1. Include coordination for shut-off, capping, and/or continuation of utility services as required, together with details for dust and noise control protection.
 - 2. Provide detailed sequence of decommission/demolition and removal Work to ensure uninterrupted progress of Owner's on-site operations.
 - 3. Coordinate with Owner's continuing on-site occupation.
- C. Photos. As specified herein and/or as required.

1.04 JOB CONDITIONS

- A. Notification. Provide minimum of 48 hours advance notice to Owner of decommission/demolition activities and indicate if such activity will impact Owner's normal operations, or normal activities within the surrounding neighborhood.
- B. Occupancy and Utility Service. The facilities to be decommissioned will be vacated (to the extent practical) by the Owner prior to the start of Work. Facilities need to be disconnected from utility service by the Contractor prior to the start of

decommission/demolition Work. Prior to any decommission/demolition Work, the Contractor shall verify the status of the utility servicing buildings, structures and/or equipment and coordinate as required for its discontinued use.

- C. Condition of Structures. Owner assumes no responsibility for actual condition of items or structures to be decommissioned/demolished. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, variations within any structure may occur prior to start of the Work.
- D. Salvageable Items. Items of the decommission/demolition Work to be removed but of salvable value to Contractor may be removed from structure(s) as Work progresses. Transport salvaged items from site as they are removed. Storage or sale of such removed items on site will not be permitted. For items of salvageable value to the Owner, see Paragraph 3.05 of this Section.
- E. Protections. Provide temporary barricades and other forms of protection as required to adequately protect personnel from injury due to decommission/demolition Work. Minimum requirements include, but are not limited to the following:
 - 1. Provide protective measures as required to provide free and safe passage of Owner's personnel around the Work area.
 - 2. Erect temporary barricades as required by Authorities having jurisdiction.
 - 3. Conduct demolition operations so as to prevent injury, damage, or otherwise harm adjacent buildings, structures, grounds, facilities and persons.
 - 4. Remove protections at completion of Work.
- F. Damages. Promptly repair damages caused to adjacent facilities by decommissioning/demolition Work at no cost to Owner.
- G. Traffic. Conduct decommissioning/demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- H. Explosives. Use of explosives will not be permitted.

- I. Utility Services. Maintain existing utilities indicated to remain, keep in service, and protect against damage during decommissioning/demolition operations. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by Authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- J. Shrubs along the property line and in the area of Work (other than those scheduled for removal by others) shall be cleared. In general, it is intended that all shrubs adjacent demolition Work are to be cleared. However, the Contractor shall take necessary precautions and provide proper protection to avoid damaging shrubs in and around the Work Area until such time as they are removed by others.
- K. Environmental Controls. Use suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions, such as ice, flooding, electrocution and/or pollution.

PART 2 PRODUCTS

Contractor shall be responsible for the choice of product(s) as well as "means, methods and techniques" for the decommissioning/demolition Work to be performed subject to the review of the Owner's Representative. All product(s), "means, methods and techniques" selected shall be adequate for the intended use/application. Owner's Representative review does not constitute any Owner Representative responsibility for Contractor selected "means, methods and techniques", nor relieve the Contractor from compliance with the requirements of the Drawings and Specifications.

PART 3 EXECUTION

3.01 INSPECTION

Prior to Commencement of the Work, Contractor shall inspect Areas in which Work is to be performed and shall photograph existing conditions of structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from Contractor's Work. Submit copies of photographs to Owner's Representative prior to starting Work. At this time the Contractor shall also inspect the Area for the presence of materials (not already identified on the Drawings) which may require remediation activities. In such cases the Contractor shall comply with Paragraph 3.03,F of this Section.

3.02 PREPARATION

- A. Work Site Isolation. Isolate the site of Work from other occupied areas prior to start of decommissioning and/or demolition activities.
- B. Locate, Identify, Stub Off and Disconnect utility services that are not indicated to remain. Provide by-pass connections as necessary to maintain continuity of utility service as required where required. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during change-over.

3.03 GENERAL DECOMMISSIONING/DEMOLITION REQUIREMENTS

- A. Perform Decommissioning/Demolition Work in a systematic manner from top of structure to ground, removing demolished materials regularly. Use such methods as required to complete Work indicated on Drawings in accordance with the Work schedule and governing regulations. Contractor Work activities shall be performed in a safe and workmanlike manner in accordance with best practices and recognized methods. Contractor Work activities shall be performed in such a manner so as to minimize inconveniences to the surrounding neighborhood and/or the Owner. Minimum requirements for performing decommissioning/demolition Work include, but are not limited to the following:
 - 1. Demolish concrete and masonry in small sections.
 - 2. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors or framing.
 - 3. Provide services for effective air and water pollution controls as required by local Authorities having jurisdiction, and comply with governing regulations pertaining to environmental protection.
 - 4. Small structures may be demolished by bulldozer techniques subject to the review of Owner's Representative.
 - 5. Demolish below grade concrete structure to a minimum of 3 feet below grade unless otherwise noted. Demolish and remove below-grade wood or metal construction.
 - 6. Break up and remove concrete slab-on-grade.
 - 7. Remove structural framing members and lower to ground by means of hoists, or

other suitable methods.

8. Completely backfill below-grade areas and voids including but not limited to excavation for removal of watermain(s), below-grade structure(s), etc. and/or as otherwise required from resulting demolition Work. Backfill below-grade areas as indicated on the Drawings. Backfilling shall comply with the following:
 - a. Provide fill consisting of approved earth. Use satisfactory solid materials consisting of stone, gravel, and sand, free from debris, trash, frozen materials, roots and other organic matter, and stone larger than 2 inches.
 - b. Where indicated on the Drawing, provide backfill equal to IDOT CA-6 or as may otherwise be specified.
 - c. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen material, organic materials, garbage, trash, debris, and/or remnants/materials of structure(s) being demolished.
 - d. Place fill materials in horizontal layers not exceeding 6 inches in loose depth. Compact each layer at optimum moisture content of the fill material to a density equal to the original adjacent ground.
 - e. After fill placement and compaction, grade the surface to meet adjacent contours and to provide flow to surface drainage structures..
- B. Asbestos Removal. (Comply with Section 02 82 00 of these Specifications.) Contractor shall comply with the requirements of Environmental Protection Agency (EPA) regulations, National Institute for Occupational Safety and Health (NIOSH), National Emissions Standards for Hazardous Air Pollutants (NESHAPs) and Occupational Safety Health Administration (OSHA) regulations on asbestos removal and disposal, and any applicable state and local regulations
- C. If unanticipated elements are discovered (such as artifacts, special and/or hazardous waste, underground storage tanks not specifically shown on the Drawings, etc.) which conflict with intended function of these Specifications, Contractor shall stop Work in the area affected and immediately notify the Owner; and shall:
 1. Investigate and measure both nature and extent of the conflict.
 2. Submit photos and report to Owner's Representative in written, accurate detail.
 3. Pending receipt of directive from Owner's Representative rearrange demolition schedule as necessary to continue overall job progress without delay.

3.04 DETAILED DECOMMISSIONING/DEMOLITION REQUIREMENTS

- A. The buildings are to be decommissioned and demolished. Work includes removal of transformers, switchgear, electrical cabling and panels, piping and valves. The sites are to be graded level, provided with a minimum of 6-inches of topsoil, seeded and returned to "green space". Decommissioning of this facility will include the removal of all piping, valving and electrical equipment as well as miscellaneous water main and sewer cutting and capping. Prior to beginning demolition work, the Contractor shall remove all electrical gear and piping and valving from the existing facilities. Pit piping within the facilities shall also be removed. Contractor to coordinate ComEd notification to discontinue electric service to this site at the appropriate time. The demolition work will include demolishing the existing structure to approximately three feet below existing grade. Broken concrete debris resulting from demolition work shall be removed and legally disposed of off-site. Such broken concrete debris will not be allowed for use to fill the void areas of the reservoir or vault. Supplemental imported structural fill material shall be provided to backfill the below grade portions of the lower level, and to level the site to grade ready to receive topsoil and seed. Compaction of structural fill shall be as required by subsequent Sections of these Specifications. Demolition Work shall also include removal of adjacent pavement(s) as well as terminating the connection to the water distribution system by removing valves and capping watermain. Any valve vaults shall be backfilled with structural fill to grade. Restoration Work shall include restoring curbing and sidewalks.

3.05 SALVAGE MATERIALS

- A. Salvage Items. **Equipment and items where indicated in attached letter following this specification section as "Salvage - Deliver to Owner," shall remain the property of the Owner.** Such equipment and items shall be carefully removed by the Contractor, cleaned, stored and turned over to Owner. Contractor shall obtain receipt upon delivery of such equipment and items from the Owner.
- B. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historic significance remain the property of the Owner. Notify Owner's Representative if such items are encountered and obtain acceptance regarding method of removal and salvage for Owner. These items are the two large marble slabs inscribed with the original owners names which are affixed to one wall in the dining hall. (See attached letter listing these items.)

3.06 DISPOSAL OF DEMOLISHED MATERIALS

- A. General. The Contractor shall:
 - 1. Remove debris, rubbish and other materials resulting from demolition operations from site.
 - 2. Transport and legally dispose of materials off site.
- B. Burning. Burning of removed materials is not permitted on Project Site.
- C. Special Waste and Hazardous Materials. If special waste and/or hazardous materials are encountered in areas other than those indicated on the Drawings during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

3.07 CLEAN-UP AND REPAIR

- A. Upon Completion of Decommissioning/Demolition Work, remove tools, equipment and demolished materials from site.
- B. Remove Protections and return adjacent areas to conditions existing prior to the start of Work, or as otherwise may be agreed upon with Owner's Representative.
- C. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of demolition Work. Repair adjacent construction or surfaces soiled or damaged by demolition Work.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made at the lump sum prices for **BUILDING DEMOLITION SITE 4**.
- B. These prices shall be full compensation for furnishing all materials, equipment and labor, and for performing the decommissioning/demolition Work including all incidentals necessary to complete the Items, whether specified or not.
- C. Payment will not be made for any other Items except as listed above. All other costs

associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

ASPHALT COLOR COAT

Asphalt court shall be constructed in accordance with the proposed typical section depicted in the plans and in accordance with applicable sections of the IDOT Standard Specifications for Road and Bridge Construction.

Color Submittals:

Submit manufacturer's color samples of color coating. Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.

Qualifications:

1. Manufacturer regularly engaged, for past 5 years, in manufacture of asphalt tennis court surface color coating systems of similar type to that specified.
2. Applicator regularly engaged, for past 3 years, in application of cushioned surface color coating systems of similar type to that specified.

Delivery, Storage and Handling:

Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

1. Store and handle materials in accordance with manufacturer's instructions.
2. Keep materials in manufacturer's original, unopened containers and packaging until application.
3. Store materials in clean, dry area indoors.
4. Store materials out of direct sunlight.
5. Keep materials from freezing.
6. Protect materials during storage, handling, and application to prevent contamination or damage.
7. Close containers when not in use.

Ambient Conditions:

Do not apply cushioned surface color coating system when air or surface temperatures are below 50 degrees Fahrenheit during application or within 24 hours after application. Do not apply cushioned surface color coating system when rain is expected during application or within 24 hours after application.

Materials.

Filler Course:

1. 100 percent acrylic emulsion re-surfacer.
2. Mix on-site with silica sand.
3. Apply to asphalt surfaces in preparation of cushioned color coating system.
4. Chemical Characteristics, by Weight, Minimum:

- a. Acrylic Emulsion: 44.0 percent.
- b. Hiding Pigment: 2.0 percent.
- c. Mineral Inert Fillers: 5.0 percent.
- d. Film Formers, Additives: 0.2 percent.
- e. Water: 45.0 percent.
5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
7. Color: Black

Texture:

1. 100 percent acrylic emulsion coating.
2. Mix on-site with water
3. Coating with coarse rubber particles for higher cushion build
4. Weight per gallon at 77 Degrees F: 9.59 lbs., plus or minus .5 lbs.
5. Non-Volatile Material: 55.92 percent, plus or minus 5 percent.

Finish Color:

1. 100 percent acrylic emulsion coating.
2. Mix on-site with silica sand and water.
3. Color coats as shown on plans.
4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.

Line Coating:

1. Pigmented, 100 percent acrylic emulsion line paint.
2. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 25.89 percent.
 - b. Pigment: 14.90 percent
 - c. Mineral Inert Fillers: 13.12 percent.
 - d. Additives: 4.73 percent.
 - e. Water: 41.36 percent.
3. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
4. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.

Apply in accordance with manufactures' specifications.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the Contract unit price per **SQUARE YARD** for **ASPHALT COLOR COAT** which shall include all labor, materials, and equipment necessary for installation as specified.

ASPHALT PAVING – TRAIL & 3” OVERLAY

1.0 GENERAL

1.1 Description

- A. This work consists of providing all labor, material, tools and equipment necessary to construct new asphalt paths, parking lots, and/or roadways as shown on the plans.

1.2 Code and Regulations

- A. This work shall be performed in accordance with Sections 301, 351, and 406 of the Standard Specifications with the following alterations.

1.3 Submittals

- A. Provide product data for each product specified
- B. Job-Mix Designs: For each job mix proposed.
 - 1. Job-mix design documentation shall include the amount of RAP material, by percentage of total mix, to be utilized.
 - 2. Job-mix design documentation shall clearly indicate source/origin of RAP material.
- C. Qualification Data: For IDOT qualified manufacturer.
- D. Material Certificates: For each paving material, from manufacturer
- E. Material Test Reports: For each paving material and mix.

2.0 MATERIALS

2.1 Crushed Aggregate Base

- A. CA-6 crushed aggregate, Class B, shall be placed, to a compacted depth as indicated on plans, as a base course. The aggregate shall be thoroughly dry, unyielding and free of screening and dirt before proceeding with priming and paving, in accordance with material and placement standards of Section 301 of the State Specifications.

2.2 Prime Coat

- A. The prime course shall consist of cutback asphalt MC-30 in conformance with Section 406 of the IDOT Specifications. Bituminous prime coat shall be applied with the application rate being a minimum of 0.30 gallons per square yard. Priming shall be applied through the use of a pressurized distributor vehicle or hand sprayer, at a rate of 0.2 to 0.5 gallons per square yard. Excess prime showing on the surface after the curing period, shall be blotted with sand prior to placement of the asphalt. All work and materials shall conform to applicable provisions of Section 406 of the IDOT Standard Specifications.

2.3 Asphalt Binder Course

- A. The asphalt binder course shall be HMA Binder Course Mix, IL19.0, N50, conforming the IDOT Standard Specifications. All work and materials shall be performed in accordance with applicable provisions of the IDOT Standard Specifications. The minimum thickness of the completed bituminous binder course shall be as noted on plans measured at any point on the pavement surface.

2.4 Asphalt Surface Course

A. The asphalt surface course shall be HMA Surface Course Mix IL9.5, N50, constructed on previously placed bituminous binder course or compacted base, per plans. The minimum thickness of the finished bituminous surface course shall be as noted on plans measured at any point of the pavement surface per appropriate detail. The work and materials shall conform to applicable provisions of the IDOT Standard Specifications Section 406

1. The bituminous material used in the surface mixture shall be asphaltic cement grade 85-100 or 120-150 as approved by the Owner's Representative.

B. The finished surface shall be true, uniform in texture, free from ruts, depressions, cracks, tears and checks, in conformance with Section 406 of the State Specifications. When tested, water should not stand or pool twenty-four hours after flooding

3.0 EXECUTION

3.1 Field Conditions

A. Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met.

3.2 Methods

A. Construction methods shall follow specifications described herein.

3.3 Testing

A. Plant Tests: Sufficient testing shall be done by the supplier to assure the quality and consistency of the mix produced. Plant Reports will be provided to the Engineer for each day of asphalt placement.

B. Field Tests - The Contractor shall perform or have performed the inspection and testing required to conform with contract requirements on each asphalt placement.

3.4 Protection of Vegetation

A. Protected vegetation shall include all trees, shrubs, plants or other vegetation within or adjacent to the construction area.

B. At no time shall any material or equipment be stored, nor any construction activity take place within the dripline of any tree, within or adjacent to the construction area, without the written approval of the Owner/Owner's representative.

3.5 Restoration

A. The Contractor shall be responsible for the restoration of adjacent turf or planting areas disturbed or damaged through the fulfillment of this Contract.

B. Disturbed areas shall be restored by the placement of pulverized topsoil raked smooth and level with the finished pavement surface, free of any stones or debris. Seeding shall be as per landscape specification.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT. This work shall be paid for at the contract unit price per square yard for items **ASPHALT PAVING – TRAIL** and **ASPHALT PAVING – 3” OVERLAY**. The unit price shall include all labor, material, equipment, testing, and all other incidental work herein specified at all specified locations.

CLASS D PATCHES, SPECIAL

Description. This work shall consist of removal and replacement of existing pavement at locations shown on the plans. This work shall be done in accordance with Section 442 of the Standard Specifications except that the four types, namely Type I, Type II, Type III and Type IV have been combined under the pay item Class D Patches, Special.

The existing asphalt pavement including the base and bituminous asphalt shall be removed full depth. The existing pavement thickness is not known but assumed to be a thickness of six (6) inches. The pavement shall be replaced with 4" binder and 2" surface course.

All holes, soft places and other defects in the subbase or subgrade shall be corrected by the Contractor by removing the unsuitable material, adding more bituminous mixture as specified herein in conformance with Section 406.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per square yard for **CLASS D PATCHES, (SPECIAL)** which price shall include the removal of the existing pavement base and bituminous pavement and the placement and compaction of the specified bituminous mixture up to the existing bituminous surface.

CRUSHED GRANITE TRAIL

Description. The work includes the supply and installation of stabilized decomposed granite and crushed stone surfacing as shown on Drawings and specified herein. Include sub-grade, and related accessories.

Materials. Submit a one-pound sample of each type and color of decomposed granite surfacing material. Provide a mock-up for evaluation of surface preparation, installation techniques and quality of application.

Install a 4-feet x 4-feet minimum of decomposed granite surfacing, including subbase course, at location approved by Owners Rep.

Do not proceed with remaining work until installation of decomposed granite surfacing is approved by Owners Rep.

Approved mock-up may remain as part of completed Work.

Bulk Materials: Each load of decomposed granite surfacing material arriving at the job site in bulk shall be accompanied by a delivery ticket containing the following minimum information:

1. Quarry of origin.
2. Amount, weight and type of material.
3. Brand name and manufacturer's identification.

Protect decomposed granite surface surfacing materials from contamination until ready for installation. Store under cover.

Surfaces to receive decomposed granite surfacing shall be frost free and free of oil or any other foreign matter, which may impair the proper installation of the surfacing system.

Do not install decomposed granite surfacing when subbase course is muddy or saturated with standing water.

Perform work in dry weather when subgrade is sufficiently stable to be properly compacted.

Material Manufacturer: Provide "Stabilized Pathway Mix"; color "Imperial Gray Granite" decomposed granite surfacing system by the following.

Kafka Granite, LLC
550 East Hwy 153
Mosinee, WI 54455
Tel: (800) 852-7415 (Toll Free) Tel: (715) 687-2423 (Local) Fax: (715) 687-2395

Decomposed Granite and Crushed Stone Aggregate: Provide high quality materials consisting of sound, angular, durable stone particles, free from clay lumps, organic materials, frozen materials, or other deleterious substances.

Gradation: Manufacturer's standard mix of well-graded materials in accordance with ASTM C136.

Blends of coarse sand and rock dust are not acceptable.

SURFACE MATERIAL GRADATION

| SIEVE | SIEVE SIZE | PERCENT PASSING |
|-------|------------|-----------------|
| 3/8" | 9.51 | 100% |
| #4 | 4.76 | 80-100% |
| #8 | 2.36 | 65-90% |
| #16 | 1.18 | 40-60% |
| #30 | 0.6 | 25-55% |
| #50 | 0.3 | 15-35% |
| #100 | 0.149 | 10-20% |
| #200 | 0.074 | 7-15% |

EXECUTION

- A. Examine areas and conditions under which Work of this Section will be performed. Notify Owners Representative of unsatisfactory preparation before proceeding.
- B. Correct conditions detrimental to timely and proper completion of Work.
- C. Do not proceed until unsatisfactory conditions are corrected.
- D. Lay out work prior to the commencement of installation.

PREPARATION

- A. Excavation: Excavate to depth required so edges of decomposed granite surfacing will match adjacent grades and have a maximum cross-slope of 1.5 percent. Ensure edges and bottom of excavation are in a smooth and even line.
- B. Subgrade Preparation: Plow, harrow and mix the entire surface of the in-place subgrade to a depth of at least 6-inches. After the material has been thoroughly mixed, the subgrade shall be brought to line and grade and compacted to 95% of the maximum laboratory dry density as determined by the Standard Proctor test.
- C. Herbicide: Apply herbicide per manufacturer's written instructions. Limit the application to the area to receive decomposed granite surfacing.
- D. Subbase Course Preparation: Place the subbase coarse aggregate free from ridges, depressions or hollows. Rake and compact to 95% Standard Proctor Density.

INSTALLATION

Subgrade: Proof-roll the subgrade with heavy pneumatic-tired equipment to locate unstable areas and to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

- 1. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Owners Representative, and replace with compacted backfill or fill as directed.

2. The surface of the completed subgrade shall be bladed to a smooth and uniform texture.
3. The finished subgrade shall be uniform and free from deleterious debris such as organic materials, nails, stones and loose soil.

Subbase: Install aggregate subbase to a compacted depth of 6-inches for pedestrian traffic and compact to a minimum 95% density.

Compaction: Compact each lift of the subgrade, subbase and final finish decomposed granite surfacing materials with a one to three-ton roller or compactor. In small areas that are difficult to access with compaction equipment, hand tamping may be performed with multiple passes to achieve the required density.

Make any corrections necessary to base furnished and installed to bring gravel to the elevations shown on the drawing.

Lightly spray surface area following compaction. Do not disturb the aggregate surface with spray action.

Finished surface shall be smooth, uniform and solid with no evidence of chipping or cracking. Cured and compacted pathway shall be firm throughout profile with no spongy areas. Loose material shall not be present on surface after installation but may appear after use and according to environmental conditions. Pathway shall remain stable underneath loose granite on top with a “natural” look. Any significant irregularities in path surface shall be repaired to the uniformity of entire installation.

Method of Measurement and Basis of Payment. The work shall be measured and paid for at the contract unit price per SY of **CRUSHED GRANITE TRAIL**. The unit price shall include all labor, material, equipment, and all other incidental work herein specified at all specified locations.

CONCRETE PAVING

1.0 GENERAL

1.1 Description

- A. This work shall consist of all labor, equipment and materials necessary for complete installation of concrete work: slabs, paving, curbs, walls, footings, and concrete work as called for in the plans and details.
- B. All work, which is without a specification herein, shall be performed in accordance with Sections 202, 301, 351, 420, and 424 of the Standard Specifications with the following alterations.

1.2 Submittals

- A. Mix Design: Submit proposed mix design for approval.
- B. One copy of the delivery ticket shall be furnished to the Owner's Representative at the time the truck arrives at the job site.

2.0 MATERIALS

2.1 Crushed Aggregate Base

- A. CA-6 crushed aggregate, Type B, shall be placed, to a compacted depth as indicated on plans, as a base course. The aggregate shall be thoroughly dry, unyielding and free of screening and dirt before proceeding with priming and paving, in accordance with material and placement standards of IDOT State Specifications.

2.2 Concrete Materials

- A. The concrete shall be constructed of Portland Cement Concrete Type A, which shall have a minimum of six (6) bags of type one cement per cubic yard. Concrete shall meet ASTM C94.
- B. The coarse aggregate used shall contain a maximum of 2%, by volume, deleterious material (commonly called chert free aggregate) and the maximum size of the stone shall be three-quarter inch (3/4").
- C. Air content shall be not less than 5%, or more than 8%, and the slump shall not exceed four inches (4"). Fourteen (14) day compressive strength tests resulting in less than 3500 p.s.i. shall be cause for removal and replacement at Contractor's cost. Portland Cement shall conform to the requirements of the current ASTM Specifications for Air-Entraining Portland Cement.

2.3 Metal Reinforcing

- A. Metal shall be fabricated conforming to the most current standard of ASTM A616, Deformed Billet-Steel Bars for Concrete Reinforcement of the grades indicated on the drawings. Welded wire mesh or fabric shall conform to Specifications for Welded Steel Wire Fabric for Concrete Reinforcement ASTM 185-current year.

2.4 Fiber Reinforcing

- A. Fiber reinforcing material to be SINTA F19 or approved equal, manufactured from 100% virgin polypropylene in a microfilament form and contain over 50 million individual fibers for each 1.0 lb/yd³ dosed. Product shall be engineered specifically for use in concrete, alkali resistant, non-absorptive and completely non-corrosive. Product shall comply with ASTM Designation C 1116 Standard Specification for Fiber-Reinforced Concrete and Shotcrete, Type III Synthetic Fiber-Reinforced Concrete or Shotcrete.
- B. Fibers shall be 20 mm (3/4 in.) multifilament polypropylene fibers as supplied by GCP Applied Technologies, Cambridge, MA 02140, or approved equal. Required dosage rate shall be as specified by the design engineer or architect. Product shall be used in strict accordance with the supplier's recommendations and within time as specified in ASTM C94. The fibers shall comply with ASTM Designation C1116 Type III 4.1.3 and with applicable building codes. Certification of compliance shall be made available on request. Standard ACI 302 procedures for placing, finishing and curing shall be followed when using SINTA F19

2.5 Additives

- A. Additives that have not been aforementioned within this specification shall not be used in any concrete without written approval from the Owner or Owner's Representative.

2.6 Forms

- A. Forms shall be of lumber with a minimum two-inch (2") nominal thickness and six-inch (6") nominal width or steel with equal rigidity. They shall be held securely in place by stakes, braces, or other means and shall not allow concrete leakage. Forms for curves shall be flexible or shall be curved forms conforming to radius of curves shown on drawings. The use of straight sections will not be permitted for curves. Forms shall be clean and those for surfaces to be exposed shall produce a smooth, even finish without fins or board marks.

2.7 Expansion Joint Material

- A. Expansion joint material shall meet the Illinois Department of Transportation Standard for Road and Bridge Construction, latest edition, Section 1051.00 Preformed Expansion Joint Fillers. Approved filler shall be as described in Section 1051.03 Bituminous Preformed Joint Filler and 1051.04 Preformed Fiber Joint Filler and 1051.05 Bituminous Preformed Inorganic Fiber Joint Filler and 1051.08 Preformed Closed Cell Plastic Joint Filler. All applicable sections shall apply for the above approved items.

3.0 EXECUTION

3.1 Concrete Mixing

- A. Concrete shall be mixed only as required for immediate use and any which has developed initial set shall not be used. Concrete, which has partially hardened, shall not be re-tempered or re-mixed. The use of a fractional sack of cement will not be permitted unless the fractional part is measured by weight. The mixer shall be cleaned thoroughly each time when out of operation for more than thirty minutes.
- B. Concrete mixes will be measured as described in the current Method Test for Consistency of Portland Cement Concrete of the ASTM Designation C-143. The concrete shall at times be of such consistency and workability, that it will puddle readily into corners and angles of the forms and around joint, dowels, tie bars and reinforcement without excessive spading, segregation or undue accumulation of water.
- C. The mixing of concrete in truck mixers in route from the batching plant to the site will not be allowed without prior approval. Mixing shall take place at the batching plant. The mixing shall be done on a level area, sloping not more than two percent in any direction.
- D. The concrete shall be discharged within a period of one hour after the introduction of the mixing water with the dry materials or within a period of 1-1/2 hours after the cement has been placed in contact with the aggregates. It shall be within the specified limits for consistency and air content and it shall not be segregated.

3.2 Sub-grade

- A. Sub-grade or base shall be accurately graded and compacted. The sub-grade or base shall be moistened just before the concrete is placed.

3.3 Forms

- A. The forms shall be set so that concrete slabs will have a slope of not less than one-quarter inch (1/4") per foot. Forms shall be held in line and grade by stake or braces at intervals to produce layout as specified in plans. Straight lines shall change to curve where line is tangent to curve. Forms shall be constructed in a manner that will permit their removal from exposed areas without damage to fresh concrete. Forms shall be of the full depth of the structure. Provide uniform bearing for all forms. The inside surface of the forms shall be oiled with a light, clear paraffin-base oil which will not discolor or otherwise injuriously affect the concrete as on walls or other exposed surfaces. All forming shall be approved by Owner or Owner's Representative before pouring concrete.

3.4 Reinforcement

- A. All steel reinforcement shall be accurately placed in position shown on plans and firmly held during the placing of concrete. When placed in the work, steel shall be free from dirt, rust, mill scale, paint, oil or other foreign material. Bars shall be placed with a variation in spacing between adjacent bars of not more than one-sixth of the spacing shown on the plans, and the clear distance from the near surface of the concrete and the reinforcement shall not vary from the distance

shown on the plans by more than one-fourth the plan distance. Bars shall be tied at all intersections except where the spacing is less than one foot in each direction in which case every other intersection shall be tied. Supports for reinforcement which are to remain in the work shall be either precast concrete blocks of approved shape and dimensions or approved preformed steel bar-chairs.

- B. Bars shall not be spliced except as provided on the plans or as authorized by the Owner or Owner's Representative.
- C. SINTA™ F19 fiber may be added to concrete at any point during the batching or mixing process. SINTA™ F19 may be added to the aggregate during weighing or charging, or to the central mixer or truck before, during, or after charging. The load must be mixed at high speed for 5 minutes, or 70 revolutions, after the addition of the SINTA™ F19 to ensure uniform distribution. The standard range of addition for SINTA™ F19 is $\frac{3}{4}$ to 3 lbs/yd (450 to 1800 g/m) of concrete. Typically, $1\frac{1}{2}$ lbs/yd (900 g/m) of SINTA™ F19 provides excellent results. Higher addition rates may be used to produce concrete when special properties are required.

3.5 Placing Concrete

- A. Placing concrete shall not be permitted until the sub-grade and forms have been approved by the Owner or Owner's Representative. The concrete shall be placed in one pour for the full depth of stated structure unless otherwise approved by the Owner or Owner's Representative. The concrete shall be placed in successive batches for the entire width of structure. It shall be struck off from $\frac{1}{2}$ " to $\frac{3}{4}$ " higher than the finished grade, tamped until all voids are removed and free mortar appears on the surface. Finally, it shall be thoroughly spaded along the edges, struck off to the proper grade, and finished to a plane, even surface with floats and trowels. The final troweling shall be done with steel trowel, leaving a smooth even surface.

3.6 Finishing

- A. After the water sheen has disappeared, the surface shall be given a final finish by brushing with a whitewash brush. The brush shall be drawn across the sidewalk or structure at right angles to the edges of the walk or structure, with adjacent strokes slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks. Brush marks should be of a depth to produce a light broom finish.
- B. Edges on all concrete shall be rounded to a radius of one-quarter inch ($\frac{1}{4}$ ") with a finishing tool unless otherwise specified. All joints shall be rounded with a double edging tool having a radius of one-quarter inch ($\frac{1}{4}$ ") on each side and the surface shall then be brushed lightly to produce a slightly roughened surface and remove the finishing tool marks.
- C. The surface shall be divided by grooves called contraction joints constructed at right angles to the centerline of the sidewalk or structure. These joints shall

extend to one-quarter inch (1/4") the depth of the sidewalk, shall be not less than one-eighth inch (1/8") and no more than one-quarter inch (1/4") in width, and shall be edged with a jointing or edging tool having one-quarter inch (1/4") radius. The joints shall be five feet (5') apart on sidewalks and ten feet apart on curbs unless otherwise specified.

D. Expansion joints shall be placed between all separate pours, all structures and at thirty foot intervals on both sidewalks and curbs.

3.7 Sandblast Finish

A. Specified sandblast surfaces to be finished with silica sand suitable for intended purpose at least twelve (12) days after the concrete has been poured. Sandblast depth per plans, exposing the aggregate but not so deep as to drive the aggregate out of the wall or create voids in the surface. Create uniform pattern and exposure while avoiding over-blasting. Seal all surfaces with two (2) coats approved clear sealer after concrete has fully cured and dried.

B. Sandblast sample shall be created by the Contractor for approval by Owner's Representative before work commences.

3.8 Protection

A. Protection of Concrete shall be performed in following manner:

A. Protection Against Vandalism: The Contractor shall take all necessary precautions to ensure the protection of work against vandalism or graffiti. Any work, which is blemished in the finish, will be cause for rejection of flat work or curbing.

B. Protection Against Rain: The Contractor shall take such precautions as are necessary to protect the concrete from damage.

C. Hot Weather Limitations - Casting of concrete during hot weather shall be limited by the temperature at the time of placing. Concrete shall not be cast when the temperature is above 90° F. Care shall be taken to properly wet and protect all concrete placed indirect sun or in hot weather.

D. Cold Weather Limitations - No concrete shall be placed unless the temperature of the air in the shade and away from artificial heat is at least 32° F and rising unless specifically approved. All concrete poured at less than 40° F, or at a time when within 24 hours of pouring concrete the temperature shall dip below 40° F shall be insulated. The Contractor shall be responsible for the concrete placed during cold weather and any concrete injured by frost action shall be removed and replaced at Contractors expense.

3.9 Curing

A. Forms shall be left in place for a period of not less than 12 hours. Immediately after they have been removed, all porous or honeycomb areas thus uncovered shall be filled smooth with mortar consisting of one part cement and two parts fine aggregate. Also, the ends of all expansion joints shall be cut open to the full

width of the expansion joint material.

- B. Placing concrete, once started, shall be a continuous operation. No portion of a walk, curb or paved area shall be partially poured except as shown for installation of joints.

3.10 Footings

- A. Concrete footings shall be sloped at the top to ensure drainage away from the embedded item (post or otherwise). All footings shall be constructed as indicated on the detail drawings. All footings unspecified on drawings shall be according to the manufacturer's specifications of the product to be footed, but depth of all footings shall be a minimum of 42" below finished grade.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT. This work shall be paid for at the contract unit price per square foot for **CONCRETE PAVING** and **CONCRETE PAVING AT LIFE FLOOR SURFACING**. The unit price shall include all labor, material, equipment, testing, and all other incidental work herein specified at all specified locations.

CAST-IN-PLACE CONCRETE

1.0 GENERAL

1.1 Summary

- A. Provide cast-in-place concrete for general building construction, including, without limitation:
 - 1. Footings, foundations, walls, and retaining walls.
 - 2. Slabs on grade.
- B. Requirements (materials, mixes, finishes) apply to concrete work specified in other sections, such as sidewalk paving and concrete curb.

1.2 Submittals

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Mix Design: Submit all proposed mix design for approval.

1.3 Quality Assurance

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Testing: The contractor shall employ an independent testing agency acceptable to Owner to design and test all concrete mixes.
- C. Standards:
 - 1. This work shall be performed in accordance with Sections 503, 508, 1006, and 1020 of the Standard Specifications.
 - 2. ACI 301, Specifications for Structural Concrete for Buildings.
 - 3. ACI 350, Code Requirements for Environmental Engineering Concrete Structures.
- D. Mock-Ups: Provide mock-up as required to demonstrate quality of workmanship.

2.0 PRODUCTS

2.1 Materials

- A. Concrete Design Mixes, 14 Day Compressive Strength:
 - 1. Columns, Beams, Walls, Foundations, and Footings:
 - a. Compressive Strength: 3500 psi.
 - 2. Slabs on Grade and Paving Base:
 - a. Compressive Strength: 3500 psi.
 - 3. Exterior Site Concrete and Pads Exposed to Weather:
 - a. Compressive Strength: 3500 psi.
- B. Formwork: Plywood or metal panel formwork sufficient for structural and aesthetic requirements.
 - 1. Special forms for textured finish concrete.

2. Metal, plastic or paper tubes for cylindrical columns and supports.

C. Reinforcing Materials:

1. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
2. Steel Wire: ASTM A 82.
3. Steel Wire Fabric: ASTM A 185, welded.
4. Fiber Reinforcement: Engineered polypropylene fibers for secondary reinforcement of slabs.

D. Concrete Materials: ASTM C 150, Type I, Portland cement; potable water.

1. Normal weight aggregates: ASTM C 33.
2. Light weight aggregates: ASTM C 33.
3. Fiber Reinforcement: Polypropylene fibers for secondary reinforcement, ASTM C 1116, Type III.

E. Concrete Admixtures: Containing less than 0.1 percent chloride ions.

1. Air-Entraining Admixture: ASTM C 260, for exterior exposed concrete and foundations exposed to freeze-thaw.
2. Water-Reducing Admixture: ASTM C 494, Type A, for placement and workability.
3. High-Range Water-Reducing Admixture, Super Plasticizer: ASTM C 494, Type F or G for placement and workability.
4. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E for placement and workability.
5. Water-Reducing, Retarding Admixture: ASTM C 494, Type D for placement and workability.

F. Auxiliary Materials:

1. Reglets: Galvanized sheet steel reglets, minimum 26 gauge (.018inch).
2. Waterstops: Rubber or PVC waterstops.
3. Vapor Retarder: ASTM E 154 polyethylene sheet, 8 mils.
4. Vapor Barrier: Premolded membrane, ASTM E 96, Method B, 0 vapor transmission rate.
5. Nonslip Aggregate Finish: Fused aluminum oxide granules or crushed emery.
6. Liquid Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class A.
7. Water-Based Acrylic Membrane Curing Compound: ASTM C 309, Type 1, Class B.
8. Evaporation Control Compound: Monomolecular film-forming compound.
9. Underlayment Compound: Free-flowing, self-leveling cement-based compound.
10. Bonding Compound: Polyvinyl acetate or acrylic base.
11. Epoxy Adhesive: ASTM C 881, two-component material.
12. Expansion Joint Material: DECK-O-FOAM® polyethylene, closed-cell

expansion joint filler where noted on drawings: ASTM D4819, Type II
 13. Expansion Joint Material: Preformed, resilient, non-extruding asphalt impregnated resilient fiber conforming to ASTM D1751. Thickness of expansion joint material shall be 1/2" unless noted otherwise on the drawings.

G. Concrete Finishes For Formed Surfaces:

1. Surfaces Not Exposed To View: As-cast form finish.
2. Surfaces Exposed To View: Smooth form finish or as noted on plans.

H. Concrete Finishes for Monolithic Slabs:

1. Nonslip broom finish for exterior concrete platforms, steps, ramps, and sloped walls.
2. Nonslip aggregate finish for concrete stair treads, platforms, ramps, and sloped walks.
3. Colored wear-resistant finish, dry shake type.

I. Concrete Proportions: Select concrete proportions to provide the required strength and durability and to provide workability and consistency so that the concrete can be worked into forms and around reinforcement without segregation or excessive bleeding.

1. Provide concrete for all structures which is watertight. Do not allow the maximum water-cementitious material ratio to exceed 0.40 by weight of the total cementitious constituent. Measure the quantity of water to be the total quantity, including free surface moisture contained in the aggregates.
2. Do not allow the amount of ground granulated blast furnace slag contained in concrete to be less than 150 or to exceed 190 pounds per cubic yard, while maintaining a minimum cement content of 445 pounds per cubic yard.
3. Establish concrete proportions including the water-cementitious material ratio on the bases of field experience or trial mixtures with the materials to be used in accordance with Section 5.3 of ACI 318.
4. Provide sand/lightweight concrete with a dry weight not more than 115 pounds per cubic foot. Limit shrinkage to .03 percent at 28 days.

J. Air Entrainment:

1. Provide air entrained concrete with an average total air content of 5 percent. Allow a tolerance of plus or minus 1.5 percent on air content as delivered.

K. Slumps: When tested in accordance with ASTM C-143, provide a concrete mix design with slumps within the following limits:

| Concrete | Minimum and Maximum |
|------------------|------------------------|
| <u>Placement</u> | <u>Slump In Inches</u> |
| Normal | 3 to 4 |

Pumped

4 to 6

1. Base the mix design slump on the concrete mix with water reducing admixture. For production concrete, allow no more than 1-inch increase in slump by use of specified water reducing admixtures. Measure slump at the end of the hose for pumped concrete.
2. Grade the combined aggregates for the design mix such that when a sample of the mix is separated on No. 4 standard sieve, the weight passing the sieve is not less than 30 percent or greater than 40 percent of the total, unless otherwise specified.

L. Chlorine Ion Concentration: Provide a maximum water soluble chloride ion concentration, percent by weight of cementitious materials, with two 28 day tests of design mix hardened concrete as follows:

1. Cast-in place concrete, 0.10 exposed to moisture, water or sewage in service.
2. Cast-in place concrete that will be dry or protected from moisture in service 1.00.

3.0 EXECUTION

3.1 Installation

- A. Comply with ASTM C 94. Do not change mix design without approval. Calcium chloride admixtures are not permitted.
- B. Chamfer exposed edges/corners to provide straight lines.
- C. Tolerance: Plus 1/8" in 10' for grade, alignment, and straightness.
- D. Construction Joints: Use keyways, continue reinforcement through joint.
- E. Expansion Joints: For exterior work locate 30' o.c. (or less) at approved locations. Provide smooth dowels across joint which permit 1" horizontal movement and no vertical shear movement.
- F. Isolation Joints: Provide between slabs and vertical elements such as columns and structural walls.
- G. Control Joints: Provide sawn or tooled joints or removable insert strips; depth equal to 1/4 slab thickness. Spacing as required and approved.
- H. Wall Finishes: As-cast and patched for concealed work; rubbed smooth, filled and cement paste coated for exposed work.
- I. Slab Finishes: Obtain sample approval before beginning work.
 1. Broom: After trowel finishing, roughen surface by fine brooming perpendicular to traffic direction for exposed exterior walks, steps and ramps.
- J. Cure and protect work. Report defective work in writing.
- K. All existing concrete surface where to be joined with new concrete shall be blasted

clean to provide a minimum of one-quarter inch (1/4") amplitude and remove all grease, foreign particles, and disintegrated materials from the surface before placing new concrete

- L. All pipes which penetrating to the new concrete shall be in non-metallic pipe sleeves and then sealed by link-seal modular seals or approved equal.
- M. All pipes which penetrating to the existing concrete shall be in core drilled holes and then sealed by link-seal modular seals or approved equal. The existing concrete structure shall be reinforced according to the drawing before core drilling.
- N. Water stops shall be provided at all construction joints in walls and slabs that separate dry structures from liquid containing structures and/or ground water.
- O. Water stop shall be a minimum of four inches (4") long, ribbed center bulb synthetic rubber water stop.
- P. Keyway, when specified in the construction joint, shall be a minimum of two inches high by four inches wide (2" x 4").
- Q. Bevel all exposed concrete corners one inch by forty-five degrees (1" x 45°).
- R. All concrete anchors shall be stainless steel expansion anchors, Hilti Kwik bolts or approved equal, unless noted otherwise. Installation shall be in accordance with the manufacturer's instructions.
- S. Drilling and grouting rebars into existing concrete shall use Hilti HIT HY150 adhesive or approved equal. Installation shall be in accordance with the manufacturer's instruction.
- T. Grout for baseplates and any openings in the concrete shall by Symons Multipurpose non-shrink grout or approved equal.

3.2 Testing

- A. Plant Tests: Sufficient testing shall be done by the supplier to assure the quality and consistency of the mix produced. The field tests are not to be used as a gauge of this quality.
- B. Field Tests

1. Cylindrical Compression Tests

- a. CONTRACTOR shall make arrangements with an independent laboratory for making compression strength tests and shall pay for those tests. CONTRACTOR shall also make arrangements with testing firm to have cylinders picked up and transported to location of curing and testing. Owner reserves right to reject testing firm at anytime during Construction and to require another testing firm to perform tests. Specimens for making compressive strength tests shall be made using standard 6" x 12" cylindrical molds. CONTRACTOR or Testing Laboratory Staff, shall take samples and fill molds. Specimens shall be made, cured and tested in accordance with ASTM C-31 and ASTM C-39. Test cylinders will accurately represent the concrete placed in the forms. For each 50

cubic yards or fraction thereof or for each 4,000 square feet of surface area poured per day in each separate structure of each class of concrete, one set of four standard cylinders shall be cast. Casting, handling, and curing of all cylinders shall be in accordance with ASTM C21. Additional cylinders may be required if an error in batching is suspected. For the first 24 hours after molding, the cylinders will be kept moist in a storage box constructed and located so that its interior air temperature will be between 60 and 80 degrees F. At the end of 24 hours, the cylinders will be transported to the laboratory.

b. The CONTRACTOR shall inform the Owner's representative 24 hours in advance of any concrete pours, indicating the location and size of the pour by submitting the completed concrete pre-pour checklist.

c. Testing of specimens for compressive strength shall be made at 7, 14, and 28 days from time of molding. One test cylinder from each group of four shall be tested at the end of 7 days, one will be tested at the end of 14 days, and one will be tested at 28 days if needed. The fourth cylinder will be held for testing as a check cylinder. The laboratory test reports shall include the following information:

- 1) Mix design designation
- 2) Number of specimens
- 3) Date specimen taken
- 4) Date specimen tested
- 5) Portion of structure represented by specimen
- 6) Design strength of concrete
- 7) Slump of concrete
- 8) Temperature of Concrete
- 9) Percent entrained air
- 10) Test strength of specimen

2. Slump Test: CONTRACTOR shall make arrangements for making slump tests and shall pay for those tests. Concrete shall be tested for consistency at place of deposit in accordance with ASTM C-143. CONTRACTOR shall arrange for slump tests to be made from first load of concrete of each placement and as often thereafter as Owner's representative determines necessary.

3. Air Entrainment: CONTRACTOR shall make arrangements for making

air tests and shall pay for those tests. Air content of air entrained concrete shall be determined in conformance with ASTM C-231. CONTRACTOR shall arrange for sufficient tests to be made to insure uniform air content in placement.

3.3 Batching, Mixing, and Transporting Concrete

- A. The concrete shall be transit-mixed and batched at a stationary batch plant which has been certified by the State of Illinois, Department of Transportation. The name of the concrete supplier shall be submitted to the Owner's representative for approval prior to the beginning of the concrete work. The Owner's representative reserves the right to reject the supplier at any time and to require the CONTRACTOR to obtain a different supplier.
- B. The concrete batch shall be transferred from the plant hoppers to revolving- drum type truck mixers and it shall be completely mixed while in transit to the job site. The truck mixers shall be modern and dependable and be maintained in good working condition. The Owner's representative reserves the right to disallow any truck mixers that have excessively worn mixing blades or fail to conform to any other requirements of this specification, or hinder the operations of placing and finishing at the job site.
- C. Delivery and discharge of the concrete shall be made within 1-1/2 hours or before the drum has revolved 300 revolutions after the addition of the mixing water to the cement and aggregates. Delivery of mixed concrete shall be regulated so that there will not be an interruption of more than 20 minutes duration in the placement of concrete in the forms. The Owner's representative may waive these requirements if slump and temperature requirements are met without adding water.
- D. Each load of transit-mixed concrete shall have a delivery ticket showing the following information:
 - 1. Mix design designation
 - 2. Quantity of concrete
 - 3. Concrete design strength
 - 4. Quantity of cement
 - 5. Quantity of water
 - 6. Time of charging of mixer (mechanically stamped ticket only)
 - 7. Total amount of admixtures
- E. The quantity of water added to the concrete at the job site shall be noted on the ticket. No water is to be added at the job site unless approved by the Owner's representative. One copy of the delivery ticket shall be furnished to the Owner's representative at the time the truck arrives at the jobsite.

3.4 Conveying and Placing Concrete

- A. Concrete shall be conveyed and placed in conformance with ACI 350, ACI 309 and ACI 304. The method and manner of placing concrete shall be such as to avoid segregation or separation of the aggregates or the displacement of reinforcing steel.

The CONTRACTOR shall instruct the laborers on the proper vibration techniques required for each situation.

- B. Chutes shall extend as nearly as practicable to the point of deposit. Concrete shall not be dropped more than six (6) feet. For walls or column placements in excess of six feet vertical height, tremie shall be used in placing the concrete. If reinforcing steel or formwork is such that a tremie cannot be used, the method of placement shall be approved by the Owner's representative.
- C. Placement of concrete shall be regulated so that the pressures caused by the wet concrete will not exceed those used in the design of the forms. Concrete placed in vertical forms shall be placed in lifts of not more than two feet which shall be kept practically level.
- D. On horizontal construction joints, a mixture of grout shall be applied to the joint prior to placing concrete. It is anticipated this will be a manually mixed and poured (via funnel and pipe) just ahead of the concrete placement.

3.5 Pumping Concrete

- A. The pumping of concrete shall be in accordance with ACI 304.2 except as modified herein.
- B. The CONTRACTOR, at his option, may elect to use a concrete pump for the final placement of the concrete. It is the responsibility of the CONTRACTOR to furnish and maintain in good working condition, modern and dependable equipment for pumping concrete. All equipment shall be appropriate for the work, in accordance with these specifications and subject to the approval of the Owner's representative.
- C. The selection of the pipe diameter for pumping shall be such that the smallest inside diameter is no less than 4 inches or 3 times the nominal maximum size coarse aggregate, whichever is greater.
- D. The pumping lines shall be lubricated with a minimum of one cubic yard of grout prior to pumping the regular mix through the lines.
- E. The CONTRACTOR shall show sufficient evidence prior to the use of the pump that the mix is pumpable. This shall be accomplished by submitting a certification from the supplier that the mix has performed satisfactorily on previous jobs of similar nature or by performing a full scale field test for pumpability with line height and other variables being identical (or nearly so) to that of the actual placing conditions.
- F. No increase in water content shall be allowed for concrete which is to be pumped. An admixture (water reducer or superplasticizer) shall be used if improvement of the pumpability of the concrete is necessary. Mix design requirements of this specification shall apply for concrete containing admixtures not previously included in the mix.

3.6 Consolidation

- A. Consolidation of the concrete in formwork and in slabs shall be accomplished by the use of hand-held internal type vibrators and shall be adequately powered to operate at a minimum frequency of 4500 cycles per minute. They shall be applied

internally to the fresh concrete in a manner which will result in homogeneous mass without segregation.

- B. Hand spading, tapping the forms and other external vibration techniques shall be used only when permitted by the Owner's representative and will not be allowed as the sole means of consolidation of the concrete.
- C. At the beginning of the concrete placement, a spare vibrator shall be on the job site in addition to vibrators to be used during the placement.
- D. When concrete is placed in vertical forms, the vibrator shall slowly penetrate the newly placed concrete well into the concrete layer below. The vibrator shall penetrate the concrete at frequent regular spacings amply close together to insure complete consolidation of the concrete.
- E. Use of a vibrator to aid in the lateral movement of the concrete in slabs or wall forms shall not be permitted under any circumstances.

3.7 Curing and Protection

- A. Freshly deposited concrete shall be protected from premature drying and excessively hot or cold temperatures, and shall be maintained with a minimal moisture loss at a relatively constant temperature for the period of time necessary for the hydration of the cement and proper hardening of the concrete.
- B. Initial curing shall immediately follow the finishing operation and shall continue for a minimum of 24 hours after placement. Concrete shall be kept continuously moist by one of the following methods listed below:

1. Polyethylene Sheeting: The unformed surfaces shall be covered with polyethylene sheeting as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before sheeting is placed. Use of a layer of wetted burlap beneath the sheeting may be required at the option of the Owner's representative. The edges of the sheeting shall have sufficient lap and shall be fastened securely by any means satisfactory to the Owner's representative to provide an airtight cover. Tears or holes in the sheeting will not be permitted.

2. Membrane Curing: After the concrete has been finished and immediately after the water sheen is no longer visible on the surface of the concrete, the surface shall be cured with membrane curing compound. Curing compounds may be used to cover all exposed surfaces. Membrane curing will not be permitted at construction joints. Application shall be such to completely cover all exposed surfaces and rate of coverage shall be in accordance with the manufacturer's recommendations. Application of curing compound shall be by a power sprayer. Garden sprayers will not be allowed. Curing compound shall be applied immediately after form removal. Notify the Owner's representative when curing compound is to be applied so that application rate can be verified. The curing compounds, specified in Section 2 "Materials", shall be used unless other special floor or wall treatments are

required.

3. Continuous Wetting: After the concrete has been finished and is hardened sufficiently to prevent any type of surface damage, curing shall be accomplished by continuous steam not exceeding 150°F, a continuous vapor mist bath or by the use of a burlap fabric kept continuously saturated. Mechanical equipment used in this method shall be modern and maintained in good working condition throughout the specified curing period. All equipment and procedures shall meet the approval of the Owner's representative prior to its use.

C. Immediately following the initial curing and before the concrete has dried, additional curing shall be accomplished by one of the following methods:

1. Continuing the method used in initial curing.
2. Waterproof Paper: While the concrete surface is still wet, the surface shall be covered with waterproof paper meeting the approval of the Owner's representative. The paper shall be lapped a minimum of 12 inches end to end and such laps and ends shall be securely held in place to form a closed joint. Tears or holes in the paper will not be permitted.
3. Other moisture-retaining coverages which are practical and no exceptions are taken by the Owner's representative.

D. The final curing shall continue until the cumulative number of days of initial and final curing totals not less than seven days. Rapid drying at the end of the curing period shall be prevented.

E. Steel forms heated by the sun and all wood forms in contact with the concrete during the final curing period shall be kept wet. If forms are to be removed during the curing period, one of the above curing methods shall be employed immediately. Such curing shall be continued for the remainder of the curing period.

F. Protection Against Vandalism: The Contractor shall take all necessary precautions to ensure the protection of work against vandalism or graffiti. Any work, which is blemished in the finish at exposed final surfaces will be cause for rejection.

3.8 Cold Weather Concreting and Curing

A. The special precautions described below shall be applicable to cold weather concreting and curing under the following weather conditions:

1. In the fall, when the mean daily temperature falls below 40°F for more than one day.
2. In the spring, until the mean daily temperature rises above 40°F for three consecutive days.
3. Mean daily temperatures below 40°F are forecast.

B. The minimum temperature of concrete and the protection method shall be as follows:

Minimum Fresh

| Atmospheric Temperature Range | Concrete Temperature | Protection Method |
|----------------------------------|-------------------------|----------------------|
| Above 30°F | 60°F | 1 |
| 0°17 =30°F | 65°F | 2 |
| Below 0°F | 70°F | 3 |

- C. Protection Method 1: Following the finishing procedure and after the concrete surface is such that no damage to the surface will occur, the concrete shall be covered with 12 inches of dry straw and then covered completely with a layer of polyethylene sheeting or equivalent. The covering shall be sealed and tied down to prevent flapping and shall remain in place for a minimum of seven days.
- D. Protection Method 2: The concrete shall be covered with a minimum of 2 inches of an insulating material such as fiberglass or another commercial insulating material of not less than 2 inches and meeting the approval of the Owner's representative. A waterproof covering of 40 lb. asphalt-impregnated paper shall then be placed and maintained for a minimum of seven days.
- E. After the surfaces are formed, two inch insulating material shall be attached tightly to the forms with suitable fastening devices so as to prevent circulation of the air under the insulation. The insulating material shall be installed prior to placement of concrete in the forms. Special care shall be exercised at edges and ends so as to exclude air and moisture. This material shall remain in place for a period of seven days after the concrete is placed.
- F. Protection Method 3: An adequate enclosure shall be erected to house the formwork and exposed concrete such that the temperature is not less than 50°F or greater than 80°F for a period of at least seven days after placement of the concrete. All enclosures shall be in place and meet the approval of the Owner's representative prior to the placement of the concrete. Salamanders and other heaters which produce carbon dioxide may be allowed, provided the surfaces of the concrete are adequately covered to prevent direct exposure to the carbon dioxide. All heating devices shall meet the approval of the Owner's representative.
- G. Other suitable means of placing and protection may be permitted provided the procedure is in conformance with ACI 306R, latest edition, Section 5.3 and all other applicable sections, and meets the approval of the Owner's representative prior to its use.
- H. If the mean daily temperatures are above 40°F but the weather forecast indicates a low temperature of 32°F or below, concrete less than 72 hours old shall be protected by one of the following procedures:
 - 1. Two layers of polyethylene sheeting or two layers of waterproof paper.
 - 2. One layer of polyethylene and one layer of burlap.

- I. This curing procedure shall remain in place until the concrete is at least 96 hours old.
- J. Changes in temperature of the concrete shall be as uniform as possible and shall not exceed 5°F in any one hour or 50°F in any 24-hour period.
- K. The CONTRACTOR shall maintain temperature records of concrete. When concrete is placed, record time, date, weather conditions, outside air temperature and temperature of concrete. Record temperatures at several locations (or as directed by the Owner's representative) within enclosures and on concrete surfaces, edges and comers to obtain the range of temperatures. Record maximum and minimum temperatures in each 24 hour period. Using measuring devices embedded in the concrete surface or place a thermometer against the surface under a temporary cover of thick insulation until a constant temperature is registered.

3.9 Repair of Defective Areas

- A. All repair work on defective areas, regardless of size shall have prior approval of the Owner's representative. Methods and procedures shall be in accordance with ACI 301, Chapter 9 except as modified herein.
- B. As early as possible, after the removal of the forms, the CONTRACTOR shall patch any poor joints, voids, air pockets and minor honeycomb. Large areas of honeycomb and other weak areas shall be chipped out with a light pneumatic chip-hammer. When chipping is performed, edges shall be perpendicular to the surface. Featheredging will not be permitted.
- C. Repair of all defects shall be accomplished by first wetting the area followed by the application of a bonding grout consisting of one part cement and one part sand (passing the No. 30 sieve) mixed to the consistency of a thick cream. The patching material shall consist of one part of gray Portland and white Portland cement so proportioned with 2-1/2 parts of sand (passing the No. 30 sieve) and enough water to produce a workable mixture which, when in place and cured will match the color of the unmarred surfaces.
- D. In lieu of the cement bonding grout, bonding compound shall be Euco-Weld by the Euclid Company, Duraweld by the W. R. Grace Company, or equal. In lieu of the Portland cement patching material, for non- architectural and non-structural areas only, the patching compound may be "Poly-patch" by the Euclid Company, Thorocrete by Standard Drywall, or equal.

POURED-IN-PLACE SURFACING: GRAVEL BASE AND CONCRETE BASE

1.0 GENERAL

1.1 Description

Safety surfacing consists of providing all material and labor necessary for complete installation of safety surfacing in playground areas. This shall include rubber poured-in-place (PIP) surfacing and rubber tile surfacing.

All materials and installation shall conform to ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment and ASTM F2223 Standard Guide for ASTM Standards on Playground Surfacing. All materials shall have been tested according to the ASTM F1292 specifications and shall meet or exceed all requirements for height of equipment installed or height of existing equipment that is specified to remain.

All materials shall meet ASTM F 1951 Standard Specification for Determination of Accessibility for Surface Systems Under and Around Playground Equipment. All materials shall have been tested according to the ASTM F1951 specifications and shall meet or exceed all requirements.

1.2 Submittals

A. sample of each color/color blend of the playground surface shall be submitted to the Owner's Representative for approval. These items shall be approved prior to ordering or delivery to the site.

B. Prior to installation, the following test reports shall be submitted to the owners shall meet ASTM B 3351. The dates of independent laboratory test results shall be within the five years previous to the award-of-contract date.

1. Freeze Thaw: ASTM C67
2. Manufacturers current IPEMA Certification
3. Slip Resistance: ASTM D2047 and E303.
Dry – 1.0-.8,
Wet - .9-.6
4. Tensile Strength: ASTM D412; 60-80 psi
5. Elongation at Breakage: ASTM D412
6. Tear Strength: ASTM D624; 140%
7. Wear surface density (durability)
8. Taber Abrasion: ASTM C501
9. Flammability: ASTM D2859

C. Following installation: Submit certified test reports from qualified independent testing agency indicating results of the following tests for the poured in place rubber surfacing system shall meet ASTM 3313:

1. Impact Attenuation: ASTM F 1292.

- a. G-max score.
- b. Head injury criteria (HIC) score.

D. Submit Manufacturer's Project References:

- 1. Submit list of 10 successfully completed projects within the last 5 years. Project name and location, contact and phone number, and type and quantity of poured-in-place playground safety surfacing furnished must be included.

E. Submit Installer's Project References:

- 1. Submit a list of ten (10) successful projects completed within the last five (5) years. Submittal shall include the name and location of each project, the name and number for a contact person and the type and quantity of PIP installed.

F. Submit manufacturer's maintenance and cleaning instructions.

G. Submit all warranty information:

- 1. Submit manufacturer's warranty to comply with this specification.
- 2. Submit installers warranty to comply with this specification.

H. **Submit installation depth plan.** Manufacturer submittal shall clearly indicate PIP (poured in place) thickness. The submittal shall also indicate where a change in thickness is located when it is in relation to play equipment and fall zones. The rubber thickness shall meet the required HIC (850) and G Max (150) as indicated in this specification and per ASTM standards – whichever is more stringent.

I. Submit results of Post-Installation Safety Inspection as described herein.

1.3 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

- 1. Continuously engaged in manufacturing of playground poured-in-place playground safety surfacing of similar type to that specified, with a minimum of 10 years successful experience.
- 2. Furnished a minimum of 1,000,000 square feet of poured-in-place playground safety surfacing of similar type to that specified.

B. Installer's Qualifications:

- 1. List of at least 20 projects within the last five (5) years, totaling a minimum of fifty thousand (50,000) square feet of PIP similar to the type of surface specified herein.
- 2. A letter of Certification that the installer is approved by the PIP manufacturer to install the specified PIP system.
- 3. Documentation proving that the installers employ workers fully trained in the installation of the specified PIP system.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage:

- 1. Store materials in accordance with manufacturer's instructions.
- 2. Store materials in a dry area at a minimum temperature of 50 degrees F (10 degrees C) for a minimum of 72 hours before installation.

C. Handling: Protect materials during handling and installation to prevent damage or

contamination.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Poured-in-Place Surfacing:

1. Material Temperature: Ensure material temperature is a minimum of 50 degrees F (10 degrees C) at time of installation.
2. Air Temperature: Ensure air temperature is a minimum of 40 degrees F (4 degrees C) for a minimum of 24 hours before, during, and a minimum of 72 hours after installation. Follow manufacturer recommendations if warmer temperatures or longer time period of temperature is required. The manufacture shall document this in writing.

1.8 WARRANTY

A. Playground Safety Surfacing System:

1. Poured-in-Place Surfacing:
 - a. Materials and Workmanship: Poured-in-place playground safety surfacing shall be warranted for defects in materials and workmanship for 5 years from date of completed installation.
 - b. Performance: Poured-in-place playground safety surfacing shall be warranted to meet impact attenuation performance requirements of ASTM F1292 for 5 years from date of completed installation.
 - c. A written warranty shall be provided to the owner that lists the company responsible for honoring the warranty as well as contact information.
 - d. The warranty shall be for 100% of both materials and labor including removals and testing. **A prorated warranty will not meet this specification.**

2.0 MATERIALS

2.1 Poured-in-Place Rubber Surfacing PRE-APPROVED MANUFACTURERS.

Surface America, P.O. Box 157, Williamsville, NY 14231, 716.632.8324, www.surfaceamerica.com as represented by NuToys Leisure Products, 800.526.6197.

GT Impax by Gametime, 150 Playcore Drive SE, Fort Payne, AL 39567 800.235.2440 as represented by Cunningham Recreation, 2135 City Gate Lane, Suite 300, Naperville, IL 60563 www.cunninghamrec.com 800.438.2780.

Pro-Tech Surfacing, LLC P.O. Box 301 Sharon Center, OH 44274, 330.576.6058; as represented by Parkreation, 27 East Palatine Road, Prospect Heights, IL 60070, 800.677.6608.

PerfectPlay Poured-in-Place Playground Surfacing as manufactured by Perfect Turf

LLC, 5540 Meadowbrook Court, Rolling Meadows, IL. 60008, 888.796.8873

2.2 POURED-IN-PLACE SURFACING

A. Poured-in-Place Surfacing:

1. Description: Dual-density, resilient, seamless, poured-in-place, playground safety surfacing.
 2. Compliance: Meet or exceed CPSC guidelines for impact attenuation.
 3. Material: SBR and EPDM rubber shreds and granules mixed with 100 percent solids, MDI polyurethane binding agent.
 4. Base Course: Mixture of SBR shredded rubber and MDI polyurethane agent that is: Weather resistant, UV stabilized, flexible, nonhardening, 100 percent solids polyurethane complying with requirements of authorities having jurisdiction for nontoxic and low VOC content.
 - a. Binder-to-Rubber Ratio: 14 percent. +/- 2% and within minimum requirements.
 - b. Compacted Density: 28 pcf. +/- 2% and within minimum requirements. Thickness: Sufficient to meet impact attenuation requirements of less than 150 gmax and less than 850 HIC
 5. Wear Course: Mixture of EPDM or TPV rubber granules and **Aliphatic** binding agent.
 - a. Binder-to-Rubber Ratio: 18-25 percent.
 - b. Compacted Density: 50-60 pcf.
 - c. Thickness: 3/8 – 5/8 inch.
 6. Total Thickness: As necessary to meet the impact attenuation requirements for each given Critical Fall Height as shown on drawings. In all cases the Gmax shall be less than 150 and the HIC shall be less than 850.
 7. Colors: As indicated on the drawings
 - a. Granules on wear layer shall have full color through cross section, except where plans indicate a blending or color transition.
- B. Test Results (In field – post installation): Testing shall be conducted in accordance with ASTM 1292 AND 3313
1. Impact Attenuation scores shall be:
 - a. Gmax Score: Less than 150.
 - b. Head Injury Criteria (HIC) Score: Less than 850.

2.3 Filter Fabric

Filter fabric shall be Tytar Filter Fabric by Dupont or Geo-Textile fabric by Geo-Synthetics or approved equal.

3.0 EXECUTION

3.1 Subgrade

Surfacing shall be built on a prepared sub-grade as per appropriate detail. All stones,

rocks, pieces of concrete, roots or any other debris shall be removed. The prepared sub-grade shall be clear, level and compacted. Any stumps or roots shall be removed to eighteen inches (18") below finished grade.

3.2 Filter Fabric

Filter fabric shall cover 100% of sub-grade. At filter fabric seams, a six-inch (6") overlap with pinning shall be installed.

3.3 Poured-in Place Rubber Surfacing Installation

1. Prepare subsurface in accordance with manufacturer's instructions to ensure proper support and drainage for poured-in-place playground safety surfacing.
2. Compacted, granular aggregate subsurface shall be as indicated in the drawings and per manufacturer's recommendations.
3. Variations in Elevation: Repair variations in elevation of completed subsurface greater than plus or minus 1/4 inch over 10 feet in any direction.
4. Sub-base of granular material shall be installed as per appropriate specification and detail.
5. Ensure prepared subsurface is dry and clean.
6. Install edges in accordance with manufacturer's instructions and as indicated on the Drawings.
7. Where color pattern is indicated, install cold seams between adjacent colored material. See Drawings.
8. Spread surface course evenly over primed base course to form a level layer of uniform density and consistency, applied at manufacturer's standard spreading rate in one continuous operation, and, except where color changes, with no cold seams. Seams or breaks in uniformly colored surfacing fields will not be accepted. Should a seam occur due to a uniformly colored surface area not being installed in a continuous operation, Contractor will be responsible for removing and reinstalling surface area at no cost to the Owner.
9. Surfacing shall be installed in two layers on two separate days allowing appropriate cure time between installation of rubber base and cap. All rubber and binder shall be mixed on-site just before use. Surface shall be screed with metal scree rods and troweled to meet desired depth. Surface shall be even and smooth with no deflection to create low or high spots. Surface edges shall be flush with edge of concrete walk and curb where surfaces meet. Surface must maintain a high level of porosity after installation. Installation shall be as per manufacturer's direction.

3.6 FIELD QUALITY CONTROL

A. In Field Post-Installation Safety Inspection:

1. Provide inspection and testing of playground safety surfacing system within 30 days of installation. Contractor shall give the Owner/Owner's Rep 48 hours prior notice.
2. Owner/Owner's Representative shall be on-site during play surface testing.
3. Test shall be three "drops" per 1,000 s.f. minimum. More test drops shall be

required to include drops on varying surface depths on poured in place material where the 3 per 1,000sf does not include these site conditions.

4. Determine compliance with ASTM F1292 unless otherwise specified in this section.
5. Provide written report of findings to Owner/Owner's Representative, with photographs of drop locations.
6. If after testing, the surface does not meet specifications, Contractor shall replace failed areas at no additional cost to the Owner. Patches will not be accepted unless approved by Owner. Contractor shall identify the limits of repair/replacement and solicit Owner's prior approval before proceeding.
7. Retest affected area and seams. Additional testing shall be completed at no cost to the Owner. Contractor shall replace poured in place surface and re- test as necessary until G-max and HIC scores are achieved as indicated in this section.
8. In Field testing costs to be incidental to the surfacing price.

3.7 CLEANING

1. Clean playground safety surfacing system in accordance with manufacturer's instructions.

3.8 PROTECTION

1. Protect completed playground safety surfacing system from damage during construction.
2. Poured-in-Place Surfacing: Do not allow foot traffic on poured-in-place surfacing until a minimum of 80 percent cure is obtained (6 to 48 hours depending on temperature and humidity).
3. Protect the work and adjacent work against damage during progress of the work. Contractor will be responsible for the protection of the playground surfacing until final acceptance of work and will replace any playground surfacing that is damaged or vandalized during construction.

3.9 PIP REPAIR KIT(S)

1. Provide owner with one repair kit for each poured-in-place color that is used on the project. Kit to include top layer material and glue.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT. This work shall be paid for at the contract unit price per square foot for items **POURED-IN-PLACE SURFACING – GRAVEL BASE** and **POURED-IN-PLACE SURFACING – CONCRETE BASE**. The unit price shall include all labor, material, equipment, testing, and all other incidental work herein specified at all specified locations.

PAVERS ON CONCRETE SLAB

1.0 GENERAL

1.1 Section Includes

- A. Pavers
- B. Bedding and joint sand

1.2 Related Sections

- A. Concrete Paving

1.3 Quality Assurance

- A. Installer qualifications: three years' experience with at least 75-100,000 square feet installed. Successful completion of five similar brick paver installations similar in design which are to be documented. Installer has included the specified product(s) in their bid and they have read and understand the contents of ASTM C 902 and / or C 1272 whichever is applicable

1.4 Submittals

- A. Shop or product drawings and product data shall be submitted.
- B. Full size samples of paving units shall be submitted to indicate Color and shape selections. Color will be selected by Landscape Architect/Owner from Manufacturer's available colors.
- C. Sieve analyses for grading of bedding and joint sand shall be submitted.
- D. Test results shall be submitted from an independent testing laboratory for compliance of paving unit requirements to ASTM C 936 or other applicable requirements.
- E. Submit a drawing indicating the layout, pattern, and relationship of paving joints to fixtures and formed details.
- F. Mock ups must be done showing the quality of work expected. Work shall not start until the mock up is approved by the owner's representative.

1.5 Delivery, Storage, And Handling

- A. Pavers shall be delivered to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by forklift or clamp lift. The pavers shall be unloaded at the job site in such a manner that no damage occurs to the product.
- B. Bedding and joint sand shall be covered with a secure waterproof covering to prevent exposure to rainfall or removal by wind.
- C. Delivery and paving schedules shall be coordinated to minimize interference with normal use of buildings adjacent to paving.

1.6 Environmental Conditions

- A. Do not install sand or pavers during heavy rain or snowfall.
- B. Do not install sand and pavers over frozen base materials.
- C. Do not install frozen sand.

2.0 MATERIALS

2.1 UNIT CLAY PAVER ON CONCRETE SLAB basis of design shall be as
Manufactured by:

A. Unilock, 301 E Sullivan Road, Aurora IL 60505

B. UNIT PAVER ON SLAB shall be:

1. Eco Hex
2. Size: 8"X 8"
3. Thickness: 2 3/8"
4. Paver A: Hollandstone
5. Paver B: Holland Premier

2.2 Bedding And Joint Sand

A. Sand for Joints: Gator super sand bond polymeric sand, color to be selected and approved by Landscape Architect/Owner's Representative prior to Contractor ordering. Install per manufacturer's recommendations.

2.3 Drainage Geotextile: Nonwoven needle-punched geotextile fabric, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced: Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751. Permittivity: 0.5 per second, minimum; ASTM D 4491.

3.0 EXECUTIONS

3.1 Examination

- A. Verify that concrete subgrade preparation and elevations conform to the specifications.
- B. Verify the proper installation of any concrete that abuts the concrete pavers, in terms of location, elevation, and adherence to the specifications.
- C. Verify that the base is dry, uniform, even, and ready to support sand, pavers and imposed loads.
- D. Beginning of bedding sand and paver installation shall signify acceptance of base and surrounding concrete.

3.2 Site Preparation

- A. The concrete base must be installed and approved prior to Paver installation.
- B. Concrete base to be dry, uniform, even and ready to support sand, pavers and imposed loads.

3.3 Paver Installation

- A. Spread the bedding sand evenly over the base course and screed to a nominal 1 in. (25 mm) thickness, not exceeding 1 1/2 in. (40 mm) thickness. The screeded sand should not be disturbed. Sufficient sand shall be placed to stay ahead of the laid pavers. Do not use the bedding sand to fill depressions in the base surface.

- B. The spread sand shall be carefully maintained in a loose condition, and protected against incidental compaction, both prior to and following screeding. Any incidentally compacted sand or screeded sand left overnight shall be loosened before further paving units are placed. Sand shall be lightly screeded in a loose condition to the predetermined depth, only slightly ahead of the paving units. Under no circumstances shall the sand be screeded in advance of the laying face to an extent to which paving will not be complete on that day.
- C. Screed sand shall be fully protected against incidental compaction, including compaction by rain. Any screeded sand which is incidentally compacted prior to laying of the paving unit, shall be removed and brought back to profile in a loose condition. Neither pedestrian nor vehicular traffic shall be permitted on the screeded sand.
- D. The Contractor shall screed the bedding sand using either an approved mechanical spreader (e.g.: an asphalt paver) or by using screed rails and boards.
- E. Initiation of paver placement shall be deemed to represent acceptance of the pavers.
- F. Pavers shall be free of foreign material before installation.
- G. Pavers shall be inspected for color distribution and all chipped, damaged or discolored pavers shall be replaced.
- H. Color Blending - Paving units shall be installed from a minimum of 3 bundles simultaneously drawing the paver vertically rather than horizontally. (Color variation occurs with all concrete products. This phenomenon is influenced by a variety of factors, e.g., moisture content, curing conditions, different aggregates and, most commonly, from different production runs.) By installing from a minimum of three bundles simultaneously, variation in color is dispersed and blended throughout the project.
- I. The pavers shall be laid in the pattern(s) as shown on the drawings. String lines or chalk lines on bedding sand should be used to hold all pattern lines true.
- J. Joints between the pavers on average shall be between 1/16 in. and 1/8 in. (2 mm to 4 mm) wide. To maintain the desired pattern, joint spacing must be consistent. This spacing must also be provided for the first row abutting the edge restraint.
- K. Installing pavers too tightly may lead to chipping at the edges.
- L. Gaps at the edges of the paved area shall be filled with cut pavers.
- M. Pavers to be placed along the edge shall be cut with a masonry saw.
- N. Upon completion of cutting, the area must be swept clean of all debris to facilitate inspection and to ensure pavers are not damaged during compaction. (Debris or sand particles left on pavers which are being compacted can cause point loading which may chip, scrape, or break the paver.)
- O. After sweeping and prior to compaction, the paved area must be inspected by the owner or consultant to ensure satisfactory color blending. Pavers can be moved

easily at this time to achieve good color distribution.

- P. The pavers shall be compacted to achieve consolidation of the sand bedding and brought to level and profile by not less than three passes. Initial compaction should proceed as closely as possible following the installation of the paving units and prior to the acceptance of any traffic or application of sweeping sand.
- Q. Any units that are structurally damaged during compaction shall be immediately removed and replaced.
- R. Dry joint sand shall be swept into the joints until the joints are full. This will require at least two or three passes with the compactor. Do not compact within 3 ft. (1 m) of the unrestrained edges of the paving units.
- S. All work to within 3 ft. (1 m) of the laying face must be left fully compacted with sand-filled joints at the completion of each day.
- T. Excess joint sand shall be swept off when the job is complete.

3.4 Quality Control

- A. Final elevations shall be checked for conformance to the drawings after removal of excess joint sand.
- B. All surface and pavement structures shall be true to the lines and levels, grades, thickness, and cross sections shown on the drawings. All pavements shall be finished to lines and levels to ensure positive drainage at all drainage outlets and channels. In no case shall the cross-fall of any portion of pavement be less than 2 percent. The final surface elevations shall not deviate more than 3/8 in. (10 mm) under a 10 ft. (3 m) long straight edge.
- C. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars, or channels.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT. This work shall be paid for at the contract unit price per square foot for items **PAVERS ON CONCRETE SLAB**. The unit price shall include all labor, material, equipment, and all other incidental work herein specified and to the satisfaction of the owner.

INFIELD MIX

1.0 GENERAL

1.1 Description

- A. This work shall consist of supply, delivery, layout and installation of all infield skinned infield surfaces as indicated on the drawings.

1.2 Submittals

- A. Sand-Clay: provide three pound sample and supplier name
- B. Infield soil conditioner: provide 1) three pound sample and 2) product data

2.0 PRODUCTS

2.1 Sand - clay infield mix

- A. Mix to be as specified in plans.
- B. Sand shall be fine bank sand.
- C. Clay soil shall be pulverized, uniform in color, texture and blend
- D. Soil and sand mix shall be free from undesirable substances including stone, roots, weeds, trash, etc.
- E. Supplier shall be Sportsfields, Inc., 12200 S. Shirley, Alsip, IL, 60803, Ph:(708)371-0917.; Or approved equal.

Mix to meet or exceed the following particle size requirements.

| Sieve | % passing |
|---------|-----------|
| No. 4 | 100 |
| No. 20 | 85-100 |
| No. 50 | 50-85 |
| No. 100 | 30-50 |
| No. 200 | 20-30 |
| No.270 | 0-20 |

2.2 Infield Soil Conditioner

- A. Shall be well aggregated, pre-screened granular material, uniform both chemically and physically, chemically inert and neutral, calcined at high temperatures until it has been converted to ceramic clay. It shall be a product manufactured for the purpose of absorbing water and conditioning infields. Product shall be; 'Duraplay', or approved equal.
- B. Density: 35 to 38 pounds per cubic foot.
- C. Water absorption: not less than 80%
- D. Particle size: approximately 6/30 mesh

2.3 Installation

- A. Infield shall be laid out square to the orientation of the backstop fencing.

- B. Remove existing turf and unsuitable soils so that the final depth of sand-clay mix will be a minimum of 6”.
- C. Vertically cut infield’s outside edges and create smooth transition between new infield and outfield elevations. Take care to preserve the vertically cut edge in undisturbed outfield soil. Where earthwork and/or sod installation is required to establish outfield elevation, Contractor is to establish a stable compacted vertical edge between infield and outfield. Take care not to over compact soil at new vertical edge so that moisture may exit the infield mix.
- D. After excavation for new infield Contractor is to spread layers of sand-clay infield mix in 3” lifts. Compact each lift to a density of 95%, Modified Proctor, ASTM D 1557. Complete layering in the infield so that surface meets the proper grade.
- E. NEW FIELD: Apply infield surface conditioner evenly over the entire prepared infield surface at a rate of 13 lbs. per square yard. Incorporate material to a depth of 4” by roto-tilling into the surface in a minimum of two overlapping directions. Hand rake infield edges to transition into required finish grades.
- F. Following roto-tilling, level finished infield surfaces to grade and roll with a two-ton roller to compact the material. If needed, add water to moisten the field while rolling. Hydrant meters are available from the local jurisdiction. The contractor is responsible for all costs associated with watering the field.
- G. Infield should be highest at the pitcher’s area and taper down to meet the soil and lawn at outside perimeter. Final Infield mix grade to meet the lawn at the bottom of the plant crowns. Final Infield mix grades to meet the paving at surrounding players areas and spectator areas flush with the top of pavement.
- H. Verify that finished grades meet those indicated in the drawings and that positive drainage occurs away from Infield and paved surfaces. Infield to be free of puddles as measured by a string line pulled tight over the Infield surface.
- I. Lay seed or sod at Infield perimeter as indicated in the drawings and where any Contractor damage to perimeter turf occurred as the result of construction activities. Cost of seed / sod beyond the quantities stated on the bid form are incidental to contract and will not be paid for separately unless included in an Owner requested Change Order.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT. This work shall be paid for at the contract unit price per square yard for **INFIELD MIX**. The unit price shall include all labor, material, equipment, testing, and all other incidental work herein.

PLAY EQUIPMENT – (OWNER PURCHASE EQUIPMENT)

1.0 GENERAL

1.1 Description

Note – The Contractor **IS NOT** responsible for the purchase of the play equipment to be installed in this bid.

- A. Playground equipment installation shall consist of all labor, equipment and materials necessary for complete installation of play equipment or site furniture specified.
- B. As part of this work, the Contractor shall coordinate with manufacturer for the delivery and secure storage of all play equipment. Contract bid includes the coordination and labor necessary to install a complete playground system. This shall also include checking freight tickets, providing a copy to the Owner's Representative and inspection of items shipped.

1.2 Specifications and Standards

A. Play equipment installation shall conform to the most current standard:

- A. ASTM 1487-Specification for Playground Equipment for Public Use
- B. ASTM F1292-Specification for Attenuation of Surface Systems Under and Around Playground Equipment
- C. United States Consumer Product Safety Commission Handbook for Public Playground Safety, latest publication
- D. American with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities: Play Areas: Final Rule

1.3 Submittals

- A. Provide a copy of freight ticket for equipment to Owner/Owner's rep.

2.0 MATERIALS

A. Play Equipment

All equipment shall be as designated on the plans. The Contractor shall not modify equipment.

3.0 EXECUTION

3.1 Installation

- A. All equipment detailed on the drawings and specified herein shall be installed per manufacturer's specifications and recommendations, unless otherwise described specifically herein, or on the plans.
- B. Contractor shall obtain instructions for proper installation from the specific manufacturer. If any manufacturer does not provide installation specifications after request by the Contractor, the Owner's representative shall be notified before installation occurs.
- C. Contractor shall uncrate, inspect, clean and assemble all playground equipment and

site furniture as necessary to install complete and usable items. If there are discrepancies with the items shipped, the Contractor is responsible for coordination of obtaining the correct materials at no cost to the Owner.

D. Concrete footings shall be installed at all play equipment. Concrete shall conform to concrete specification. Footings shall be dimensioned as per the manufacturer's specification and/or the plans and details, which ever specifies the larger dimensions.

E. Contractor shall be responsible for trimming all bolts and other similar fastener items to meet specifications noted herein. Contractor shall ensure all tags, staples and stickers are removed from play equipment except for those required by incorporated specifications and standards.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT. This work shall be paid for at the contract unit price per lump sum for **PLAY EQUIPMENT**. The unit price shall include all labor, material, equipment, and coordination necessary for complete installation of play equipment or site furniture specified.

**CONCESSIONS, SHELTER, AND RESTROOM BUILDING + PAVILION AND
RESTROOM BUILDING (OWNER PURCHASED)**

1.0 GENERAL

1.1 Description

- A. The work consists of all labor, equipment and materials necessary for complete installation of one specified concession, shelter, and restroom building, and one pavilion and restroom building as called for in the plans and details.

1.2 Submittals

- A. Three original sets of Shop Drawings for permit submittal
- B. Structural calculations for permit submittal
- C. Drawings/Calculations to meet the version of IBC that is current in the jurisdiction that will be providing the building permit. It is the manufacturer's responsibility to determine which codes/code version that the building is to be design to meet. The code version is to be indicated on the submittals.
- D. Drawings and calculations are to be sealed by architect/structural engineer licensed in the state of Illinois.

1.3 Shelter System Description

- 1.2.1 As noted in plans
- 1.2.2 The pre-engineered package shall be shipped as a pre-fabricated package that shall include the structural frame members, roof material, fasteners, trim and installation instructions. The structure shall be shipped in knocked down bundles. No on-site welding will be required.

1.4 Delivery and Storage

- 1.3.1 Contractor shall order and be responsible for delivery, storage and security of the parts and materials until final acceptance. Unload materials with necessary equipment, store covered out of weather. Inspect parts, compare with manufacturer's bill of material, and report any missing or non-conforming parts to the manufacturer.

1.5 Related Sections

- 1.3.2 Concrete Paving

2.0 PRODUCTS

- 2.0.1 Substitutions – **NOTE** – All products listed from the basis of design. Alternate products may be listed in the "voluntary alternates" section of the bid form.
 - A. When submitting a request for a substitution, provide complete product data for each product as listed in the Submittals Section.
- 2.0.2 The buildings are to be manufactured by Polygon, 4240 136th Ave. Holland, Michigan 49424, (616) 888-3500. Shelter is powder-coated at the factory.

See drawings attached for general shelter information. These drawings are **NOT FOR CONSTRUCTION**.

2.04 Equipment

A. All proprietary items shall be considered specified as “or equal”. All equivalent substitutions must be approved by Owner’s Representative. All fixtures shall be supplied with the complimentary accessories and parts required for proper installation and operation.

B. The Contractor shall supply and install the shelter wholly and completely with all hardware, fixtures, utilities, components and coatings necessary to provide a finished product.

A. The shelter shall be Cedar Forest shelter as depicted in the plans or approved equal. The structure shall be attached to the top of the concrete by use of anchor bolt(s) furnished by the manufacturer. Anchor bolts shall be inside the column.

B. The Schedule of Electrical Fixtures is on the plans.

C. The Schedule of Paint and Coatings is on the plans.

D. Roofing will be as specified on the plans and related specifications.

E. All steel parts shall be factory powder coated in the Owner approved color.

3.0 EXECUTION

3.1 Installation

A. Verify that all components and parts have been delivered. If not, contact manufacturer to obtain the correct parts.

B. The contractor shall not modify equipment

C. All equipment detailed on the drawings shall be provided and installed per Manufacturers plans and specifications.

D. The Contractor shall un-crate, clean and assemble all parts as necessary to install complete a usable item.

E. Contractor shall set the shelter on prepared footings and foundation. Footings and foundations shall be as per details. Foundation will be constructed to local codes, and good construction practices for the specific site conditions. Foundation footings shall be plumb and level with each other.

F. Remove all stickers, staples, tags and packing materials from the equipment except for those required by law.

3.2 Painting

A. All coatings shall be applied strictly according to manufacturer’s instructions including surface preparation, application method, and timing, use of tack coats, re-coating and curing.

B. Store paint materials according to manufacturer’s instructions.

3.3 Cleaning

A. Clean and polish exposed surfaces, using materials and methods recommended by manufacturer.

3.4 Protection

- A. Protect accessories against damage during remainder of construction period, complying with manufacturer's directions.
- B. At direction of Owner, repair or replace any damaged fixtures and accessories.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT. This work shall be paid for at the contract unit price per each for **CONCESSIONS, SHELTER, AND RESTROOM BUILDING + PAVILION AND RESTROOM BUILDING**. The unit price shall include all labor, material, and equipment necessary for complete installation of the specified buildings as called for in the plans and specifications.

SITE FURNITURE (OWNER PURCHASED)

Description.

The work covered by this section consists of furnishing all labor, materials, tools, equipment, layout, and incidentals necessary to install the various site furnishings that occur on the project.

Note – The Contractor **IS NOT** responsible for the purchase of all site furniture as described on the plans.

As part of this work, the Contractor shall coordinate with Owner for delivery, and storage of site furniture. Contract bid includes the coordination and labor necessary to install site furniture completely. This shall also include checking freight ticket, providing a copy to the Owner's representative, and inspection of items shipped. Contractor to provide secure storage of equipment prior to installation. In the event of damaged or missing parts, the Contractor shall immediately notify the distributor/vendor and the Owner.

Submittals.

Submit product information and manufacturer's installation recommendations for all equipment. Provide to the owner all the manufacturers' warranties at the completion of the project.

Materials.

BENCHES

Belson Outdoors Recycled Plastic Malibu Bench 6', Model #P-660, Portable Mount

TABLES

1. Belson Outdoors 6' A-Frame Picnic Table, Model #PB6APIC6
2. Belson Outdoors 6' Recycled Plastic A-Frame ADA Picnic Table, Model #PB6APIC6-ADA
3. Belson Outdoors Recycled Plastic Hexagon Picnic Table, Model #PB6-HEX
4. Belson Outdoors Recycled Plastic Hexagon Picnic Table Universal Access, Model #PB6HEX-ADA

LITTER RECEPTACLE

Belson Outdoors Recycled Plastic Trash Receptacle with Rain Cap, 40 Gallon, Model #T40C-02

PLAYER BENCHES

Belson Outdoors Team Series Aluminum Player Benches with Backrest and Galvanized Frame, Model #ABS12WB-S, Surface Mount

BLEACHERS

Belson Outdoors Non-Elev. Aluminum 4 Row x 24' Bleacher with Vertical Picket Guardrail,
Model #BD-U0424C

PLANTERS

Doty & Sons Bowl Planter, Item #PB2418, Item #PB3024, and Item #PB4830

BASKETBALL HOOP SET – GOAL, RIM, POST

Douglas Industries, Inc. Fixed Basketball System, 5-9/16" Gooseneck Package System, Item# 2763-046

FLAGPOLE

The Flagpole Company, Ground Set Tapered Aluminum Flagpole Allow 6063T6 80 grit polish,
Model EH-305156

BOLLARDS

Structura, Inc., Mac/Mac II Wood LED Bollard

FOUL LINE POLE SET

Beacon Athletics, Foul Pole Professional,

DRINKING FOUNTAIN

Most Dependable Fountains, Model 10145 SMFA

ENTRY ARCH

ParKreation, Inc. c/o Icon Shelter Systems, Inc., EA20x1-9.83 (customized per plans)

Installation.

All site furniture shall be installed as per manufacturer's specifications and recommendations and shall follow all plans and details. Wherever the details and manufacturer's specifications do not agree on footing size, the larger footing shall prevail. Wherever the details and manufacturer's specifications do not agree on any other item, the Owner shall be notified and a decision rendered.

Contractor shall be responsible for trimming all bolts and other similar fastener items to within one-quarter inch (1/4") of the nuts/fasteners. All fasteners shall be secured in a manner that will prevent removal: such as peening, tack welding, or tamper proof fasteners.

Use all means necessary to protect site furnishings and other materials before, during, and after installation and to protect the installed work and materials of all other trades.

Basis of Payment and Method of Measurement. This work shall be paid for at the contract unit price per **EACH** for:

**BENCH
PICNIC TABLE
ADA PICNIC TABLE
LITTER RECEPTACLE
PLAYER BENCH
BLEACHERS
PLANTER
BASKETBALL HOOP SET – GOAL, RIM, POST
FLAGPOLE
LIGHT BOLLARD
FOUL POLE
DRINKING FOUNTAIN
ENTRY ARCH**

Unit prices shall include all labor, material, and equipment necessary for assembly, fasteners and installation of the site furnishings and all incidental work herein specified.

SPLASH PAD

Description. This work shall consist of receiving delivery and fully installing all splash pad features, equipment, and splash pad water piping as shown on the plans and as recommended by the manufacturer.

1. Splash Pad Features and Furnished Installation

- a. Support posts shall be set plumb: true to line and grade with post holes backfilled with Class SI Concrete meeting the applicable requirements of Section 503 of the Standard Specifications. All hardware and fasteners shall be tightened securely. The CONTRACTOR shall exercise extreme care while installing the splash pad features so as to not damage any protective coating. Excessive harm to the coating or post will result in rejection of the affected member(s). Replacement will be at Contractor's expense. Features shall be washed upon completion.
- b. The following splash pad features and appurtenances must be installed as shown in the plans. Addition or removal of splash pad features is subject to change at the Village's discretion prior to installation. The Village is responsible for specifying splash pad feature colors and accents prior to purchase.

| PLAN REF # | NAME | QUANTITY |
|---------------|-------------------------------|----------|
| A | AQUA DOME N°1 VOR 0555 | 1 |
| B | ASTRA NO°2 VOR 7698 | 1 |
| IA | ACTIVATOR NO°4 VOR 0622 | 1 |
| D | CASCADE RIVER VOR 7249 | 1 |
| IB | PLAYSAFE DRAIN NO°4 VOR 1004 | 1 |
| H | SLIDENUK VOR 7257 | 2 |
| I | SPRAYLINK™ GEYSER VOR 3005 | 1 |
| J | SPRAYLINK™ CLYINDER VOR 3058 | 1 |
| K | SEA SILHOUETTE WHALE VOR 7259 | 1 |
| L | SPRAYLINK™ QUAD NO°3 VOR 3064 | 1 |
| M | SPRAYLINK™ BLOOM VOR 3006 | 1 |

| | | |
|---|--|---|
| N | SPRAYLINK™ JET NO°1 VOR 3000 | 4 |
| O | SPRAYLINK™ ARCH VOR 3002 | 6 |
| P | TUBE NO°1 VOR 0220 | 2 |
| - | WDS WCC 2.0 BFP PR 16V 2X2" FT MAESTRO 120V BLV | 1 |

- c. It is the contractor's responsibility to make sure all features and sequencing are performing as designed upon completion of installation and to inform the Village's staff on basic operating procedures. The manufacturer, upon request, will provide training videos or conduct a pre-installation webinar to cover all aspects of best practices, feature installation and controller operation.

- d. Village Coordinated Manufacturer:

Vortex Aquatics Structures International (USA Office)
 3500 South Dupont Highway, Suite EP-101
 Dover, DE 19901
 (877) 586-7839

- e. Warranty. All manufacturer warranties shall apply.
- f. Services. Manufacturer must have a representative available to answer any questions the CONTRACTOR may have during installation. Representative may be required to make one of more site visits during construction and shall be available for final approval.

2. Standard Splash Pad Water Piping

- a. The standard splash pad water piping layout shall be constructed in accordance with the manufacturer's recommendations and specifications.

Method of Measurement and Basis of Payment. The item **SPLASH PAD** will be paid for at the contract price per **LUMP SUM**. The lump sum price shall include all delivery, installation, labor, and equipment for the splash pad, appurtenances, manifold, drains, valves, fittings, standard splash pad water piping, all excavation, and backfill.

**SHADE TREE, ORNAMENTAL TREE, DECIDUOUS SHRUB, AND PERENNIAL &
ORNAMENTAL GRASS**

1.0 GENERAL

1.1 Description

- A. This work consists of supplying and installing plant materials, preparing and placing all topsoil, planting mix, fertilizer, mulch, and related items and furnishing and installing ground cover, perennials, annuals, shrubs, and trees. The Contractor shall be responsible for furnishing all materials, equipment, and labor necessary to complete the work and for maintenance in accordance with the plans and specifications.
- B. This work shall be performed in accordance with Sections 202, 211, 250, 251, 253, and 254 of the Standard Specifications with the following alterations.

1.2 Acceptance

- A. Acceptance of plant material shall be given by the Owner's Representative before plant material is installed and again after installation. Rejected plants shall be immediately removed from the site at the Contractor's expense.
- B. Final inspection of all plantings will be made at the conclusion of the work. The work will be accepted by the Owner upon the satisfactory completion of all work but exclusive of the replacement of plant materials. At the time of final acceptance of the project, all constructed areas must be free of weeds.

1.3 Guarantee Period

- A. The guarantee period for all planting shall begin at the date of written acceptance by the Owner or Owner's representative and shall continue for a period of twelve months.
- B. The Contractor shall replace as weather conditions permit, all plants 1/3 dead or more, and all plants not in a vigorous, thriving condition noted at the end of the guarantee period.
- C. Plants used for replacement shall be of the same size and variety specified in the plant list. Replacement plants shall be furnished, planted and mulched as specified herein and guaranteed for one year following the acceptance of the replacement work at no additional cost to the Owner.

1.4 Utility Responsibility

- A. The Contractor is responsible for damage to underground utilities. All locations shall be checked for the presence of utilities. Call JULIE (Joint Utilities Locating Information for Excavators) toll free at 1-800-892-0123.

2.0 MATERIAL

2.1 Planting Mix

- A. Planting mix shall be 80% topsoil, 10% mushroom compost, and 10% sand. The three shall be mixed thoroughly. Planting mix shall be free of weed seeds.

2.2 Topsoil

- A. Topsoil shall be according to Section 211 of the Standard Specifications.

2.3 Mulch

- A. Mulch shall be rough cut and shredded hardwoods cured for a minimum of one year. No color additive. No weeds.

2.4 Plant Material

- A. Plant materials shall be freshly dug vigorous plants of specimen quality, symmetrical, thickly branched, tightly knit plants, true to species and variety and conforming to the measurements specified in the plant list and complying with ANSI Z60.1-2014. All plants shall be free of disease, insect pests, eggs, larva, and shall have healthy, well-balanced root systems. Specified plants of the same species and variety shall be matched specimens from a single block source and shall not be pruned before delivery. Standards for measurement, branching and grading of plant material shall be in conformance with current codes and standards recommended by the American Association of Nurserymen, Inc., as stated in the American Standard for Nursery Stock
- B. Balled and burlapped (BB) plants shall be dug with firm natural balls of earth, with sufficient diameter and depth to include all fibrous and feeding roots. No plants moved with a ball will be accepted if the ball is cracked or broken before or during planting operations.
- C. All plants shall have been grown under climatic conditions similar to those in the locality of the project for at least two years. Plants shall have been transplanted or root pruned at least once in the past three years. No heeled-in plants or plants from cold storage will be accepted.
- D. Substitutions will not be permitted. If proof is submitted that specified plants or sizes are unobtainable, a proposal will be considered for the nearest equivalent size or variety.
- E. All plants shall conform to the measurements specified in the plant list; exceptions are as follows:
 - 1. When size substitutions are necessary, the contractor shall request approval from the Owner's Representative in writing. It is up to the Owner's Representative to approve in writing requested substitutions.

3.0 EXECUTION

3.1 Planting Operations

- A. Weather Conditions: Planting shall be done under favorable weather conditions or as authorized by the Owner's Representative.

3.2 Transportation and Delivery

- A. All plants that cannot be planted immediately on delivery shall be set on the ground or

in a trench and the balls well covered with soil, manure or other acceptable material to prevent freezing, drying or over watering conditions. The Contractor shall notify the Owner's Representative at least 48 hours in advance of the anticipated delivery of any plant material for on-site approval.

- B. Plants transported to the site in open vehicles shall be covered with tarpaulins or other suitable covers securely fastened to the body of the vehicles and covered shipments shall be adequately ventilated to prevent overheating of the plants.
- C. All plants shall be kept moist, fresh and protected for the entire period during which the plants are being handled in transit or in temporary storage. No plant shall be so bound with rope or wired at any time as to damage the bark, break branches, or destroy the plant's natural shape.

3.3 Installation

- A. Prior to excavation, the Contractor will stake all trees and mark shrub locations and perennial bed locations for approval of the Owner's Representative. Whenever the Contractor is in doubt as to the proper location or spacing of plants, he shall request clarification. The Contractor is responsible for stripping sod from proposed planting areas and leveling soil according to drawings and specifications. This is considered incidental to the contract and will not be paid for separately. All planting pits shall be excavated to the full depth of the plant ball or container. The ball top shall be properly set to finished grade. All excavated material not used in the soil mixture or soil backfill shall be removed and legally disposed of off site.
- B. Excavation: The diameter of each planting pit shall be a minimum of twenty-four inches (24") greater than the diameter of the plant ball for trees and large shrubs and twelve inch (12") greater than diameter of small shrubs.
- C. Set plants in center of pits plumb and straight and at such a level that after settlement, the base of the plants will be at the finished grade. Set plants upright and faced to give the best appearance or relationship to each other or adjacent structures.
- D. When balled and burlapped trees are set, compact planting mixture around base of ball to fill all voids. All burlap, ropes and wires shall be removed from the sides and top of balls. No wire or wire baskets shall remain in the ground after planting.
- E. Immediately after the plant pit is back filled, a shallow basin slightly larger than pit shall be formed with a ridge of soil to facilitate watering. Strip sod from around the planting pit to form a six foot (6') diameter circle of bare ground around trees or to form a planting bed for shrubs as shown in the drawings.
- F. All non-turf soil surface in planting areas shall be mulched. Mulch shall be no less than three inches (3") deep, and no greater than four inches (4") deep. Mulch shall not come in contact with trunk of trees.

3.4 Pruning

- A. Each tree and shrub shall be pruned in accordance with standard horticultural practice to preserve the natural character of the plant and in the manner fitting its use in the landscape design.
 - A. All dead wood or suckers and all broken or badly bruised branches shall be

removed.

B. Pruning shall be done with clean, sharp tools.

C. Flowering trees shall be pruned only to remove dead and broken branches or branches that rub.

3.5 Watering and Maintenance

A. At the time of planting, water is to be applied lightly until six inches (6") to eight inches (8") depth of wetness is met. Every effort shall be made to water from early morning to approximately one (1) hour before mid-day. Where watering systems exists, the Contractor shall utilize the systems in the manner they were intended.

B. Contractor shall water plant material from the point when it is installed to thirty days after substantial completion is met for the entire project. Watering shall take place so that no less than 1" of water is applied to each plant within any seven day period.

C. Prior to final acceptance of the project, the Contractor shall inspect the plantings throughout the growing season and take necessary steps to control insect and blight attack. The Contractor shall also inspect the plantings after severe storm and exercise all corrective measures required to maintain finished quality appearance and good plant vigor.

D. No pesticides or herbicides shall be applied to any plant material without the approval of the Owner's Representative. Care shall be taken in watering plant material so as not to over water or in any way damage the plants. The Contractor is encouraged to monitor the soil moisture condition frequently and water when necessary to improve the percentage of plant survival. The Owner will not take over watering of plant material until thirty days after substantial completion of the project is met.

3.6 Tree Watering Bags

A. Slow-Release Irrigation Tree Bag: UV-light-stabilized nylon-reinforced polyethylene sheet manufactured for drip irrigation of plants and emptying its water contents over an extended time period. Provide one bag for each new tree installed, incidental to contract. Contractor shall fill bags with water per manufacturer's recommendations based on tree caliper size and weather demands at the time of installation through 30 days beyond substantial completion.

B. Tree bags as manufactured by DeWitt Dew Right, Treegator, or approved equal.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT. This work shall be paid for at the contract unit price per each for items **SHADE TREE, ORNAMENTAL TREE, DECIDUOUS SHRUB, and PERENNIAL & ORNAMENTAL GRASS.** The unit price shall include all labor, material, and equipment necessary for excavation, and installation of the trees, shrubs and perennials and all incidental work herein specified.

LAWN RESTORATION

1.1 GENERAL

1.2 Description

- A. This work consists of complete construction of lawn areas including: finish grading, tilling, cleaning seed bed, seeding, blanket, fertilizing, weed control, and mowing.
- B. This work shall be performed in accordance with Sections 250 and 251 of the Standard Specifications with the following alterations.

1.3 Submittals

- A. The Grower and/or supplier's product data sheet showing the percentages and most current grass seed varieties being used in the specified seed mix for Owner/Owner's Rep approval.
- B. One seed tag for each seed type used on the site shall be saved and delivered to the Owner.

2.0 MATERIALS

2.1 Seed

- A. Seed shall be delivered to the site in the original sacks as received from the producer, and each sack shall be tagged in accordance with the agricultural seed laws of the United States and the State of Illinois. Each sack shall be tagged showing the dealer's guarantee as to the year grown, percentage of purity, percentage of germination and the date of the test by which the percentages of purity and germination were determined. All seed sown shall have a date of test within six (6) months of the date of sowing.
- B. Any seed delivered prior to use shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents, or other causes.
- C. **New turf** areas shall be seeded with a uniform seed mixture consisting of a total of 60% Perennial Ryegrass using 30% each of two different varieties, and 40% Kentucky Bluegrass using 20% each of two different varieties. Approved seed mix for new turf areas shall be the below mix or an approved equal:

Field of Dreams Athletic Mixture by ConServ FS

- D. **Lawn areas to be renovated** shall be seeded with a uniform seed mixture consisting of 50% Perennial Ryegrass using 25% each of two different varieties and 50% Bluegrass using 25% each of two different varieties. Approved seed mix for areas to be renovated shall be the below mix or an approved equal:

Field of Dream Reseeder Mixture by ConServ FS

2.2 Blanket

- A. Blanket shall be excelsior for slopes greater than 1:4 and straw based on slopes less than 1:4. Both shall be woven so as to prevent flyaway of fibers. Blanket shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives. Blanket stakes shall be bio-degradable (not metal).

2.3 Fertilizer

- A. Fertilizer shall be Nitrogen, Phosphorous and Potassium in the following mixes:
 - A. New Seeding Areas: 13-25-12 with 30% of nitrogen in slow-release formula
 - B. Over-seed Areas: 22-3-11 with 50% of nitrogen in slow-release formula

3.0 EXECUTION

3.1 Seeding Operations

- A. Remove all debris, including large stones, roots and construction materials. Fill all depressions in lawn area with topsoil prior to top dressing operations. No debris may be buried in pits on the site.
- B. Topsoil shall be applied at 6" depth. Topsoil may be blended with sand up to a ratio of 3 parts topsoil to 1 part sand to facilitate application. Contractor shall till; fine grade; remove all clumps, clay, sod clods, and undesirable materials. Seed bed shall be approved by Owner's representative before seeding.
- C. Seed shall be applied at the rates listed below for a dense stand with a Brillion, slit seeder, or other mechanical seeder. For new seeded areas, the entire seed bed area shall be covered with bio-degradable blanket. All seed areas must be completely and uniformly covered. Re-seed areas shall have no blanket applied.

3.2 Seeding Rates

- A. Seed shall be applied at the following rates - except if dormant seeding is completed in late fall, then rates to be doubled:

| Seed | Rate per 1000 square feet |
|--|---------------------------|
| Field of Dreams Athletic Mix | 4.5 pounds |
| Field of Dreams Reseeder Mix (over seed in Spring) | 2.5 pounds |

3.3 Fertilizing

- A. NEW SEEDING AREAS: 1.5 pounds of nitrogen fertilizer shall be applied per 1,000 square feet of turf shall be applied at time of initial seeding. See 2.3 for fertilizer mix. It shall be applied evenly over the planting area.
- B. RESEEDED AREAS: 0.75 pounds of nitrogen per 1,000 square feet shall be applied at time of overseeding, unless another amount is specified on plan. See 2.3 for fertilizer mix.

3.4 Repairs

- A. The Contractor shall be responsible for the repair of any damage to existing lawns, which may result from his work, and such repairs shall be made swiftly in a thorough

and workmanlike manner, with minimum inconvenience to the Owner and users of the site. Where lawn areas have been disturbed or damaged, the damaged lawn areas, ruts and depressions shall be cultivated, filled with topsoil, settled to proper grades and seeded. Repairs shall be made to the satisfaction of the Owner or Owner's representative.

3.5 Maintenance

- A. It is the responsibility of the Contractor to maintain all seeded lawn areas; this may include cultivation, reseeding, fertilizing, watering, mowing, and the control of weeds until final acceptance has been granted. The Contractor shall mow the grass to a three -inch (3") height if it reaches a four-inch (4") height any time prior to final acceptance. The Owner's representative shall inspect the conditions of the stand to determine satisfaction or the need to improve the stand. Satisfaction is based on 95% coverage over the entire new seeding area and over-seed areas. Maintenance shall continue by the Contractor until acceptance has been granted.

3.6 Watering

- A. Watering must be started immediately after the seed is installed. Watering should begin as soon as an area large enough to put down a sprinkler is ready.
- B. Thoroughly soak the seed and the soil under the seed. It should be moist at least 2 inches deep. Corners shall be noted and may need to be hand watered to ensure full coverage.
- C. After the first watering, water enough to keep the soil under the seed moist, but not muddy. In cool weather this may mean watering only every 3 or 4 days. In very hot weather, you may have to water daily. **Do not allow the seed or soil underneath to dry out between watering.**
- D. In about two weeks the seed should have begun to knit to the soil underneath and the watering can be lessened to once or twice per week depending on the weather conditions.
- E. If an irrigation system is in place, it is the responsibility of the Contractor to ensure that the system is working and is covering all new seed areas. This responsibility continues until the site is turned over to the owner.
- F. Watering shall continue and be maintained by the contractor for at least 30 days beyond substantial completion. It is the contractor's responsibility to meet lawn establishment requirements – additional watering by contractor may be needed.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT. This work shall be paid for at the contract unit price per lump sum for **LAWN RESTORATION**. The unit price shall include all labor, material, and equipment necessary for entire lawn restoration and establishment along all disturbed limits including core aeration, seeding, fertilizing, erosion control blanket cover, and all other incidental work herein specified at all disturbed areas.

ELECTRIC SERVICE INSTALLATION

Description. This item shall consist of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under ELECTRIC UTILITY SERVICE CONNECTION. This item may apply to the work at more than one service location and each will be paid separately.

Materials. Materials shall be in accordance with the Standard Specifications.

Construction Requirements. The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work not included by other contract pay items required to complete the electric service work in complete compliance with the requirements of the utility.

No additional compensation will be allowed for work required for the electric service, even though not explicitly shown on the Drawings or specified herein.

Method Of Measurement. Electric Service Installation shall be counted, each.

Basis Of Payment. This work will be paid for at the contract unit price each for **ELECTRIC SERVICE INSTALLATION**, which shall be payment in full for the work specified herein.

ELECTRIC UTILITY SERVICE CONNECTION

Description. This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE. For the Electrical Service Drop Locations see the plan drawings.

Construction Requirements. It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with the ComEd both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement. Contact ComEd, New Business Center Call Center, at 866 NEW ELECTRIC (1-866-639-3532) to begin the service connection process. The Call Center Representatives will create a work order for the service connection. The representative will ask the requestor for information specific to the request. The representative will assign the request based upon the location of the project.

The Contractor should make particular note of the need for the earliest attention to arrangements with ComEd for service. In the event of delay by ComEd, no extension of time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of execution.

Method of Payment. The Contractor will be reimbursed to the exact amount of money as billed by ComEd for its services. Work provided by the Contractor for electric service will be paid separately as described under ELECTRIC SERVICE INSTALLATION. No extra compensation shall be paid to the Contractor for any incidental materials and labor required to fulfill the requirements as shown on the plans and specified herein.

For bidding purposes, this item shall be estimated as \$10,000.00

Basis Of Payment. This work will be paid for at the contract lump sum price for **ELECTRIC UTILITY SERVICE CONNECTION** which shall be reimbursement in full for electric utility service charges.

HANDHOLE

Description. This work shall consist of furnishing and installing a 11"x18"x18" deep or a 13"x24"x18" composite concrete handhole as shown on the plans or directed by the Engineer. All work related to the installation of the handhole shall be included (excavation, installation of handhole and cover, gravel french drain, backfill, disposal of surplus excavate material, etc.)

Materials. All materials shall be in accordance with the contract plan drawings and requirements.

Construction Requirements. The handhole shall be precast constructed of polymer concrete. The box and lid shall meet or exceed ANSI Tier 15 loading requirements and also be tested in accordance with the latest edition of NASI/SCTE 77. The box shall be placed on 12" of crushed stone for drainage. The lid shall have a logo as shown on plans. All work shall be installed as shown on the contract plan drawings and in accordance with Sections 814 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

Measurement and Payment. The work shall be paid for at the contract unit price Each for: **HANDHOLE, COMPOSITE CONCRETE**; for 11"x18"x18" deep or, **HANDHOLE, COMPOSITE CONCRETE (SPECIAL)**; for 13"x24"x18" deep which shall be payment in full for all work listed herein.

REMOVE EXISTING LUMINAIRE

Description: This work shall consist of removing and disposing of an existing in-grade mounted flag upright and associated foundation where shown on the plans.

Construction Requirements: The entire upright and associated foundation/supporting structure shall be completely removed and disposed of. The void area shall be backfilled with approved material, and the surface reconstructed to match the adjoining area. Existing wire and conduit shall be cut 1' below grade and abandoned.

Measurement and Payment: The work shall be paid for at the contract unit price Each for **REMOVE EXISTING LUMINAIRE**, which price shall be payment in full for all material, labor and any other items required to complete the work.

RELOCATE EXISTING PTZ CAMERA

Description: This work shall consist of relocating an existing light pole mounted security camera (transceiver, camera, and associated conduit/wire) at the location shown on the drawings.

Material: Contractor shall reuse existing supports and hardware to fasten to proposed aluminum pole. If existing supports and hardware are not in fair condition to be reused the contractor shall furnish and install new supports and hardware in kind to fasten to the proposed light pole.

Construction Requirements: Contractor shall contact the Village of Willowbrook Public Works prior to relocating the equipment. The equipment shall be located at the same elevation and orientation as existing.

Measurement and Payment: This work will be paid for at the Contract unit price Each for **RELOCATE EXISTING PTZ CAMERA**, which price shall be payment in full for all material, labor and any other items required to complete the work.

LIGHT POLE FOUNDATION (SPECIAL)

Description: This work shall consist of furnishing and installing a metal helix foundation for a light pole as shown on the plans or directed by the Engineer. All work related to the installation of the foundation shall be included (excavation, reinforcement, ground rod, concrete, anchor bolts, backfilling, and disposal of surplus excavate material, etc.)

Materials: All materials shall be in accordance with the contract plan drawings and Sections 1020 and 1070.

Construction Requirements: All work shall be installed as shown on the contract plan drawings and in accordance with Sections 836 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

Measurement and Payment: The work shall be paid for at the contract unit price per Each for **LIGHT POLE FOUNDATION (SPECIAL)** which shall be payment in full for all work listed herein.

RELOCATE EXISTING LIGHTING UNIT (SPECIAL)

Description: This work shall consist of relocating an existing sports lighting unit onto a new precast foundation at the location shown on the Contract Drawings.

Material: Contractor shall reuse existing pole wiring and reconnect to the proposed underground wiring.

Construction Requirements: All work shall be as shown on the Contract Drawings and in accordance with Section 844 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

Measurement and Payment: This work will be paid for at the Contract unit price Each for **RELOCATE EXISTING LIGHTING UNIT (SPECIAL)**, which price shall be payment in full for all material, labor and any other items required to complete the work.

MAINTAIN EXISTING LIGHTING SYSTEM

Description: Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

At least one week prior to the beginning of construction of the proposed street lighting system, the contractor shall conduct an inspection of the existing lighting units with a representative of the agency responsible for maintenance. The inspection shall reveal defective lighting items such as cable, mast arms, luminaries, poles, and all other appurtenances that combine for a complete operating unit. The CONTRACTOR shall not be responsible for these items. The CONTRACTOR shall be held responsible for all items remaining defective at the completion of the contract that were not noted in the initial inspection report. Failure to coordinate or perform the initial inspection does not relieve the contractor from this responsibility.

The CONTRACTOR shall become responsible for the maintenance of the existing lighting units on a date mutually agreed upon between the CONTRACTOR and the maintaining agency representative but no later than the beginning of any construction within the limits of this project. If any mobilization or any type of work begins on this project, the CONTRACTOR shall assume complete maintenance at that point and assume all deficiencies at their own expense. This maintenance shall remain in effect until written notice of final acceptance of the proposed lighting system is issued by the ENGINEER. Only after this requirement has been satisfied may the contractor begin work on any existing lighting systems.

Maintenance of Existing Lighting Systems:

Existing lighting systems. Existing lighting systems shall be defined as any lighting system or part of a lighting system in service prior to this contract. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

Existing Lighting Systems Requiring Maintenance.

Borse Park Path Lighting System – Full Maintenance:

- Lighting controller located on exterior shed wall in the southwest corner of the south parking lot within the project limits.
- Approximately 19 light poles.

Borse Park Sports Lighting System – Partial Maintenance:

- Lighting controller located on in the middle of the baseball fields.
- Approximately 13 light poles.

Extent of Maintenance.

Partial Maintenance. Unless otherwise indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

Full Maintenance. If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits (including sign lights).

Maintenance of Proposed Lighting Systems:

Proposed Lighting Systems. Proposed lighting systems shall be defined as any lighting system or part of a lighting system which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, or other means. The potential cost of replacing or repairing any malfunctioning or damaged equipment shall be included in the bid price of this item and will not be paid for separately.

Lighting System Maintenance Operations:

The Contractor's responsibility shall include the maintenance of all lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage caused by normal vehicular traffic, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

| INCIDENT OR PROBLEM | SERVICE RESPONSE TIME | SERVICE RESTORATION TIME | PERMANENT REPAIR TIME |
|---|------------------------------|---------------------------------|------------------------------|
| Control cabinet out | 1 hour | 4 hours | 7 Calendar days |
| Hanging mast arm | 1 hour to clear | n/a | 7 Calendar days |
| Radio problem | 1 hour | 4 hours | 7 Calendar days |
| Motorist caused damage or leaning light pole 10 degrees or more | 1 hour to clear | 4 hours | 7 Calendar days |
| Circuit out – Needs to reset breaker | 1 hour | 4 hours | n/a |
| Circuit out – Cable trouble | 1 hour | 24 hours | 21 Calendar days |
| Outage of 3 or more successive lights | 1 hour | 4 hours | n/a |
| INCIDENT OR PROBLEM | SERVICE RESPONSE TIME | SERVICE RESTORATION TIME | PERMANENT REPAIR TIME |
| Outage of 75% of lights on one tower | 1 hour | 4 hours | n/a |
| Outage of light nearest RR crossing approach, Islands and gores | 1 hour | 4 hours | n/a |
| Outage (single or multiple) found on night outage survey or reported to EMC | n/a | n/a | 7 Calendar days |
| Navigation light outage | n/a | n/a | 24 hours |

- **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- **Service Restoration Time** – amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** – amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request. Time in which the lighting systems are not maintained and not operational will not be paid for. Payment shall not be made retroactively for months in which lighting systems were not operational.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

Operation of Lighting

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods. The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request.

Measurement and Basis of Payment: This work shall be paid for at the contract Lump Sum price for **MAINTAIN EXISTING LIGHTING SYSTEM** which shall be payment in full for all work listed herein or as directed by the Owner.

BOLLARD FOUNDATION

Description: This work shall consist of furnishing and installing an 18-inch diameter concrete lighted bollard foundation as shown on the plans or directed by the Engineer. All work related to the installation of the foundation shall be included (excavation, reinforcement, ground rod, concrete, anchor bolts, backfilling, and disposal of surplus excavate material, etc.)

Materials: All materials shall be in accordance with the contract plan drawings and Sections 1020 and 1070.

Construction Requirements: All work shall be installed as shown on the contract plan drawings and in accordance with Sections 836 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

Measurement and Payment: The work shall be paid for at the contract unit price Each for **BOLLARD FOUNDATION** which shall be payment in full for all work listed herein.

CONCESSIONS BUILDING ELECTRIC PANEL

Description: This item shall consist of furnishing and installing new main panelboard and controls complete for site lighting, site power and building power where shown on the drawings.

Materials: Major electrical components include CT cabinet, meter fitting, panelboard, main circuit breaker, branch circuit breakers, control switch(s), wiring, etc. as shown on the drawings.

All materials shall be in accordance with the contract plan drawings and Section 1068 of the Standard Specifications.

Construction Requirements: The panelboard and controls equipment shall be wall mounted. All work shall be installed as shown on the contract plan drawings and in accordance with Section 825 of the Standard Specifications.

All field wiring shall be labeled with circuit identification markers.

All work shall be in conformance with the drawings, Standard Specifications, N.E.C. and local ordinances.

Measurement and Basis of Payment: This work shall be paid for at the contract Lump Sum price for **CONCESSIONS BUILDING ELECTRIC PANEL**, which shall include all labor, materials, and equipment to complete the work specified herein.

FLAG LIGHTING UNIT, COMPLETE

Description: This work shall consist of furnishing and installing an upright to illuminate a pole mounted flag where shown on the Contract Drawings. This work also includes furnishing and installing a concrete foundation to support the upright.

Materials: All materials shall be in accordance with the contract plan drawings.

Construction Requirements: All work shall be installed as shown on the contract plan drawings and in accordance with the NEC and local ordinances.

The Contractor shall be responsible for coordinating all work and final aiming of fixture to the satisfaction of the Engineer.

Measurement and Payment: The work shall be paid for at the contract unit price Each for **FLAG LIGHTING UNIT, COMPLETE**, which price shall be payment in full for all material, labor and any other items required to complete the work.

LIGHTING UNIT

Description: This item shall consist of furnishing and installing a new site lighting or parking lot lighting assembly complete on a concrete or metal helix foundation at the locations shown on the contract drawings.

Construction Requirements: All work shall be installed in accordance with Sections 821 and 830 of the Standard Specifications, contract plan drawings, NEC, and local ordinances.

Materials: The contractor shall furnish and install new light pole (complete including all hardware and accessories), pole, full base cover, luminaire(s), wiring, fuse kit(s), and fusing as shown on the drawings.

All materials shall be in accordance with the contract plan drawings and Sections 1065, 1066, 1067, and 1069 of the Standard Specifications.

Measurement and Payment: The work shall be paid for at the contract unit price Each for

**LIGHTING UNIT PL-1, COMPLETE or,
LIGHTING UNIT PL-2, COMPLETE or,
LIGHTING UNIT PA-1, COMPLETE or,
LIGHTING UNIT PA-2, COMPLETE**

which price shall be payment in full for all material, labor and any other items required to complete the work.

RECEPTACLE R1, COMPLETE

Description: This work shall consist of furnishing and installing an above grade receptacle pedestal complete where shown on the Contract Drawings.

Materials and Construction Requirements: The enclosure shall be factory assembled and designed for direct burial. Major electrical components include pedestal, receptacle, and pedestal wiring as shown on the drawings. All work related to the installation of the pedestal shall be included (furnish/install pedestal, excavation, backfill, disposal of surplus excavate material, etc.).

The enclosure shall be factory painted as shown on the drawings.

All components and wiring shall be labeled with circuit identification markers.

All work shall be in conformance with the drawings, Standard Specifications, N.E.C. and local ordinances.

The Contractor shall be responsible for coordinating all work.

Measurement and Payment: The work shall be paid for at the contract unit price Each for **RECEPTACLE R1, COMPLETE**, which shall be payment in full for all work listed herein.

RECEPTACLE R2, COMPLETE

Description: This work shall consist of furnishing and installing a fence mounted receptacle where shown on the Contract Drawings.

All work related to the installation of the receptacle shall be included (excavation, installation of receptacle, in-use rated cover, above grade rigid galvanized steel conduit, transition coupling, conduit supports, backfill, disposal of surplus excavate material, etc.) The wiring and underground conduit will be paid for separately.

Materials. The receptacle shall be a duplex, 20-amp, 120 volt, weather resistant, GFCI type installed in a cast aluminum device box with a lockable, die cast aluminum in-use rated weather proof cover as shown on the drawings. The box shall be mounted to the fence post and above grade conduit shall be rigid galvanized steel. All materials shall be in accordance with the contract plan drawings and requirements.

Construction Requirements. All work shall be installed as shown on the contract plan drawings, N.E.C., and in accordance with Sections 801, 810, 811 and 817 of the Standard Specifications.

The Contractor shall be responsible for coordinating all work.

Measurement and Payment: The work shall be paid for at the contract unit price Each for **RECEPTACLE R2, COMPLETE**, which shall be payment in full for all work listed herein.

RE-AIM SPORTS LIGHTING

Description: This work shall consist of coordination and payment for work performed by Musco Lighting in re-aiming relocated sports lighting fixtures at the locations shown on the Contract Drawings.

Construction Requirements: Sports light fixture re-aiming shall be done by Musco Lighting. It shall be the Contractor's responsibility to contact Musco Lighting. The Contractor shall be responsible for coordinate his work fully with Musco Lighting after the sports lighting has been relocated to ensure light fixtures get re-aimed in a timely manner.

After fixtures have been re-aimed the lighting levels shall be field measured to achieve the following values in the table below:

| Area of Lighting | Avg. Target Illumination Levels | Max. to Min. Uniformity Ratio | Grid Points | Grid Spacing |
|-------------------------|--|--------------------------------------|-------------------------------|---------------------|
| Field 2 | 50 FC (Infield) 30 FC (Outfield) | 2:1 (Infield) 2.5:1 (Outfield) | 25 (Infield) 73 (Outfield) | 20' x 20' |

Measurement and Payment: This work shall be paid for at the contract unit price Lump Sum for **RE-AIM SPORTS LIGHTING**, which shall be payment in full for all labor and any other items required to complete the work specified herein.

RECONNECT SHED ELECTRICAL PANEL

Description: This work shall consist of relocating an existing sports lighting unit onto a new precast foundation at the location shown on the Contract Drawings.

Material: All materials shall be in conformance with the Contract Drawings, Standard Specifications, NEC requirement and shall be UL or ETL listed.

Construction Requirements: The existing feeder circuit shall be disconnected and removed from the main breaker. Existing above grade conduit and fittings shall be cut, removed one foot below grade and abandoned.

Contractor shall couple onto proposed underground conduit with listed coupler and transition to RGS conduit above grade. Underground HDPE conduit shall be paid for separately. Contractor shall reconnect existing main breaker with proposed wires as shown on the Contract Drawings. All shed penetrations for proposed conduit shall be located above grade at the same location as existing and shall be sealed watertight.

The Contractor shall be responsible for coordinating all work.

Measurement and Payment: This work will be paid for at the Contract unit price Lump Sum for **RECONNECT SHED ELECTRICAL PANEL**, which price shall be payment in full for all material, labor and any other items required to complete the work.

REMOVE EXISTING ELECTRICAL PANEL

Description: This work shall consist of removing/disposing existing electrical panels and associated above grade conduit/wire, at the locations shown on the plans or directed by the Engineer.

Construction Requirements: All work shall be performed in accordance with Section 845 of the Standard Specifications.

This work shall consist of disconnecting, removal and satisfactory disposal of the electrical panel, enclosed electrical equipment, and all other miscellaneous items associated with the electrical panel. Existing electric cables in conduit shall be cut, removed and abandoned to a depth of 1 ft below ground level and the hole backfilled.

Measurement and Payment: This work will be paid for at the contract unit price per Lump Sum for **REMOVE EXISTING ELECTRICAL PANEL**, which price shall be payment in full for all material, labor and any other items required to complete the work.

RESTROOM BUILDING ELECTRIC PANEL

Description: This item shall consist of furnishing and installing new main panelboard and controls complete for site lighting, site power and building power where shown on the drawings.

Materials. Major electrical components include meter fitting, main circuit breaker, branch circuit breakers, control switch(s), wiring, etc. as shown on the drawings.

All materials shall be in accordance with the contract plan drawings and Section 1068 of the Standard Specifications.

Construction Requirements. The panelboard and controls equipment shall be wall mounted. All work shall be installed as shown on the contract plan drawings and in accordance with Section 825 of the Standard Specifications.

All field wiring shall be labeled with circuit identification markers.

All work shall be in conformance with the drawings, Standard Specifications, N.E.C. and local ordinances.

Measurement and Basis of Payment. This work shall be paid for at the contract Lump Sum price for **RESTROOM BUILDING ELECTRIC PANEL**, which shall include all labor, materials, and equipment to complete the work specified herein.

SCOREBOARD CONTROLS

Description. This work shall consist of furnishing and installing a scoreboard controller and supporting mounting hardware where shown on the plans or directed by the Engineer. All work related to the installation of the scoreboard controller shall be included (excavation, installation of scoreboard controller, mounting, communication cabling between scoreboard and controller, above grade conduit, programming, training, backfill, and disposal of surplus excavate material, etc.)

Materials. Scoreboard controller shall be Daktronics MX-1 with weatherproof enclosure. Contractor shall coordinate make and model of scoreboard with owner. Above grade conduit shall be rigid galvanized steel. Below grade HDPE conduit between scoreboard and controller paid for separately.

Construction Requirements. The Contractor shall install the controller in accordance with manufactures' recommendations and shall be responsible for coordinating all work.

Contractor shall coordinate exact mounting location with the Owner.

Measurement and Payment. The work shall be paid for at the contract unit price Lump Sum for: **SCOREBOARD CONTROLS**, which shall be include all labor, materials, and equipment to complete the work specified herein.

SPORTS LIGHT POLE FOUNDATION

Description: This work shall consist of furnishing and installing a precast concrete sports light pole foundation from Musco Lighting as shown on the contract drawings.

Materials and Construction Requirements: The concrete foundation shall be constructed and installed per the details in the Contract Drawings, and in conformance with Section 836 of the Standard Specifications. Where soil conditions require support to prevent caving in of the shaft sidewall, the contractor shall be responsible for furnishing and installing a full depth form liner at no additional cost. The Contractor shall locate all utilities. If a utility is found during excavation in conflict with the proposed foundation, the Contractor shall backfill the hole and relocate the foundation at no additional cost. If hydro-excavation is required for any reason it shall be performed at no additional cost.

Precast concrete foundation shall be installed per manufacturers' recommendations. Contractor shall coordinate all work with Musco Lighting.

Measurement and Payment: Concrete foundations shall be measured for payment for each foundation.

This work shall be paid for at the contract unit price per Each for **SPORTS LIGHT POLE FOUNDATION**, which price shall be payment in full for all material, labor and any other items required to complete the work.

PIPE UNDERDRAINS, TYPE 1

Description. This work shall consist of constructing pipe underdrains in a trench filled with porous granular material and line with geotechnical fabric in accordance with Section 601 of the STANDARD SPECIFICATIONS and the detail shown on the plans.

Materials. Materials shall meet the requirements of Section 601 of the STANDARD SPECIFICATIONS except for the following:

- a) Pipe underdrain shall be perforated polyvinyl chloride (PVC) pipe.
- b) Porous granular backfill shall be IDOT gradation CA-7.

Method of Measurement and Basis of Payment. This Work will be measured and paid for at the contract unit price per foot for **PIPE UNDERDRAINS, TYPE 1**, of the diameter specified, which price will include all excavation, PVC pipe, porous granular backfill, geotechnical fabric, and all other labor and material required to complete the work as specified.

SANITARY SEWER, PVC (D3034) SDR 35

Description. This work consists of removing and constructing sanitary sewer of the specified diameter at the locations shown on the plans, meeting the material and installation requirements of the latest edition of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, and the applicable portions of Section 550 of the Standard Specifications.

Pipe materials shall meet the requirements of Section 40 and 41-2.01 of the “Standard Specifications for Water and Sewer Main Construction in Illinois”. PVC pipe shall be SDR 35. All Water Main Quality pipe shall be PVC SDR 35 as shown on the plans unless otherwise stated by the ENGINEER in the field.

Rubber couplings will be required to join pipes of dissimilar materials and when a bell and spigot joint cannot be constructed.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per FOOT for **SANITARY SEWER, PVC (D3034) SDR 35**, of the diameter specified, and shall include all materials, labor, equipment, and rubber couplings.

SANITARY SEWER MANHOLE

Description. This work shall consist of furnishing and installing sanitary sewer manholes of the precast reinforced concrete type and shall comply with ASTM C-478 and be provided with monolithically precast base, unless the requirements of the installation or the plans show otherwise. Each manhole shall be provided complete in accordance with the plans. **All sanitary manholes shall have precast benches.**

1. Top: Precast concrete, of cone, top type, as indicated.
2. Base: Precast concrete, with compound base riser section and base slab, as indicated; except that separate base slab shall be provided as required for the application.

Steps: Ductile-iron Neenah 1981-1 integrally cast into manhole sidewalls.

Pipe Connectors: Resilient, complying with ASTM C 923.

3. Vacuum Testing of Manholes: Manholes shall be tested before the ring and cover and grade adjustment rings are installed, and after backfill and compaction is complete. Tests shall be performed in accordance with ASTM C1244 and these Specifications.
 - a. Preparation for tests:
 - 1) All lift holes, joints and other imperfections shall be filled with an approved non-shrink grout, to provide a smooth finish appearance.
 - 2) All pipes entering the manhole shall be temporarily plugged, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manholes.
 - b. Test procedure:
 - 1) The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendation.
 - 2) A vacuum of 10-inches mercury shall be drawn in the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9-inches mercury.
 - 3) The manhole shall pass if the time for the vacuum reading to drop from 10-inches mercury to 9-inches mercury meets or exceeds the values indicated in the following table:

| Minimum Test Times for 48" Manhole | |
|------------------------------------|----------|
| Depth (ft) | Time (s) |
| 8 | 20 |
| 10 | 25 |
| 12 | 30 |
| 14 | 35 |
| 16 | 40 |
| 18 | 45 |
| 20 | 50 |
| 22 | 55 |
| 24 | 59 |
| 26 | 64 |
| 28 | 69 |
| 30 | 74 |

- c. If the manhole fails any test, necessary repairs shall be made by an approved method and the manhole shall be retested until a satisfactory test is obtained.

The outside of the manhole shall be coated with a waterproofing membrane and internal chimney seals shall be provided in accordance with ASTM C-923.

Materials.

Manhole Casting. All closed seal tight lids shall have the word "SANITARY" cast into them, and all frames and lids shall be East Jordan 1020A/1020AGS (with EPIC pickhole). Neenah R-1713 is acceptable as approved by the Engineer, but must have a similar pickhole to the EJ EPIC.

Internal Chimney Seal. Sherwin Williams. Envirolastic AR530.

External Chimney Seal. Shall conform to ASTM C923 and shall be Cretex Classic.

Adjustment Rings. Shall be precast concrete. Adjustment rings of uniform thickness shall be at least two inches thick. The replacement precast grade adjustment shall provide a structural capacity equal to or greater than the existing specified manhole frame and shall not affect the opening size or surface appearance.

Bitumastic Gasket Material shall meet or exceed Federal Specification SS-S-210A. Material shall be EZ-STIK.

Cover Insert (Inflow Dish). Shall be Cretex Inflow Dish or Rainstopper, made of HDPE conforming to ASTM D-1248, installed per manufacturer's recommendations.

Submittals. All materials sheets are to be submitted and approved before installation can proceed.

Method of Measurement and Basis of Payment. This work shall be considered included in the unit price per EACH for **SANITARY SEWER MANHOLE** of the type (including drop manholes), diameter, and frame & lid specified, and shall include all labor and materials for manhole as described in the above provisions. Trench backfill and final adjustment of frame and grate shall be considered incidental to this work.