



Local Public Agency  
Formal Contract Proposal



COVER SHEET

Proposal Submitted By:  
 Contractor's Name  
 Thorne Electric, Inc.  
 Contractor's Address  
 P.O. Box 321  
 City  
 Wheaton  
 State  
 IL  
 Zip Code  
 60187

STATE OF ILLINOIS  
 Local Public Agency  
 Village of Lombard  
 County  
 DuPage  
 Section Number  
 21-00000-03-GM  
 Route(s) (Street/Road Name)  
 Various Locations  
 Type of Funds  
 MFT

Proposal Only  Proposal and Plans  Proposal only, plans are separate

Submitted/Approved  
For Local Public Agency:

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature \_\_\_\_\_ Date \_\_\_\_\_

Submitted/Approved

County Engineer/Superintendent of Highways \_\_\_\_\_ Date \_\_\_\_\_

**For a Municipal Project**

Submitted/Approved/Passed

Signature \_\_\_\_\_ Date 8/5/2021

Official Title  
Director of Public Works

**Department of Transportation**

Released for bid based on limited review

Regional Engineer Signature \_\_\_\_\_ Date 11/8/2021

Jose Rios / MK



Note: All proposal documents including Proposals, Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

*John P. Carluso*  
EXP 11/30/2021  
7/27/2021

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lombard	DuPage	21-00000-03-GM	Various Locations

**NOTICE TO BIDDERS**

Sealed proposals for the project described below will be received at the office of Public Works Facility  
 1051 S. Hammerschmidt Avenue, Lombard, IL Name of Office  
 until 1:30 PM on 03/18/22  
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Public Works Facility  
 1051 S. Hammerschmidt Avenue, Lombard, IL Name of Office  
 at 1:30 PM on 03/18/22  
 Address Time Date

**DESCRIPTION OF WORK**

Location	Project Length
Various Street Lighting Controller Locations Throughout Village of Lombard	N/A

Proposed Improvement  
 The proposed improvements consist of the installation of NEMA 3R electrical disconnect switches on the exterior of lighting controllers, removal and replacement of interior cabinet wiring and maintenance of lighting systems, complete.

1. Plans and proposal forms will be available in the office of  
 Electronically at <http://cbbel.com/bidding-info/> or at [www.questcdn.com](http://www.questcdn.com) under Login using QuestCDN #7962199 for a non-refundable charge of \$20.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.

2.  Prequalification  
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. Local Public Agency Formal Contract Proposal (BLR 12200)
  - b. Schedule of Prices (BLR 12201)
  - c. Proposal Bid Bond (BLR 12230) (if applicable)
  - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
  - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
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**PROPOSAL**

1. Proposal of Thorne Electric, Inc.  
Contractor's Name  
P.O. Box 321 Wheaton, IL 60187  
Contractor's Address
2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.  
and approved by the Department of Transportation on \_\_\_\_\_.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 60 working days or by \_\_\_\_\_ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village Treasurer of Lombard  
The amount of the check is \_\_\_\_\_ (\_\_\_\_\_).

**Attach Cashier's Check or Certified Check Here**

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number \_\_\_\_\_.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lombard	DuPage	21-00000-03-GM	Various Locations

### CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

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**SIGNATURES**

(If an individual)

Signature of Bidder	Date	
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

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(If a corporation)

Corporate Name		
Thorne Electric, Inc.		
Signature	Date	
Shelly Thorne	4-8-22	
Title		
Vice President		
Business Address		
P.O. Box 321		
City	State	Zip Code
Wheaton	IL	60187

Insert Names of Officers

President
Lu Anne Thorne

Attest:

  
Secretary President

Secretary

E. Scott Kozlowski

Treasurer

Julie Felski



## Schedule of Prices



Contractor's Name

Thorne Electric, Inc.

Contractor's Address

P.O. Box 321

City

Wheaton

State

IL

Zip Code

60187

Local Public Agency

Village of Lombard

County

DuPage

Section Number

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Route(s) (Street/Road Name)

Master Disconnect Switch Installation Project

### Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

### Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	ELECTRIC SERVICE INSTALLATION	1	EACH	3778.22	3,778.22
2	ELECTRIC UTILITY SERVICE CONNECTION	1	LSUM	750.00	750.00
3	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	500	FOOT	40.41	20,205.00
4	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 2	500	FOOT	19.52	9,760.00
5	LIGHTING CONTROLLER, PEDESTAL MOUNTED, 240V, 100 AMP	1	EACH	14,596.63	14,596.63
6	REMOVAL OF ELECTRIC SERVICE INSTALLATION	1	EACH	889.72	889.72
7	LIGHTING CONTROL CABINET REMOVAL	1	EACH	626.58	626.58
8	MODIFY EXISTING CONTROLLER AND CABINET	2	EACH	3498.28	6,996.56
9	MAINTAIN EXISTING LIGHTING SYSTEM	1	LSUM	7780.00	7,780.00
10	MODIFY EXISTING ELECTRIC SERVICE INSTALLATION	5	EACH	8136.59	40,682.95
11	ELECTRICAL CONNECTION TO EXISTING LIGHTING SYSTEMS	2	EACH	2654.25	5,308.50
12	INSTALL NEW 60 AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH	9	EACH	3446.41	31,017.69
13	INSTALL NEW 100 AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH	71	EACH	3738.83	265,456.93
14	INSTALL NEW 200 AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH	19	EACH	5378.95	102,200.05
Bidder's Total Proposal					510,048.83

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency	County	Section Number
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WE, Thorne Electric, Inc. as PRINCIPAL, and West Bend Mutual Insurance as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 8th of April, 2022  
Day Month and Year

**Principal**

Company Name  
Thorne Electric, Inc.

Signature Date  
 By: [Signature] 4-8-22

Title  
Lu Anne Thorne, President

Company Name  
 \_\_\_\_\_

Signature Date  
 By: \_\_\_\_\_ \_\_\_\_\_

Title  
 \_\_\_\_\_

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

**Surety**

Name of Surety  
West Bend Surety

Signature of Attorney-in-Fact Date  
 By: Priscilla Lugo 4/8/2022

STATE OF IL  
 COUNTY OF DuPage

I, Shelly Thorne, a Notary Public in and for said county do hereby certify that  
Lu Anne Thorne + Priscilla Lugo  
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 8th day of April, 2022  
Day Month and Year

(SEAL)



**Notary Public Signature**

Shelly Thorne  
 Date commission expires 7-31-25



Local Public Agency

County

Section Number

Village of Lombard

DuPage

21-00000-03-GM

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature

--

Date

--

Title

--



**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Priscilla Lugo

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Kevin A. Steiner  
Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton  
Matthew E. Carlton  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 8th day of April, 2022.



Heather A. Dunn  
Heather Dunn  
Vice President – Chief Financial Officer

**Notice:** Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



# Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Lombard	DuPage	Various	21-00000-03-GM

**All contractors are required to complete the following certification**

- For this contract proposal or for all bidding groups in this deliver and install proposal.  
 For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Electrician - DuPage County Apprenticeship & Training Committee  
 Local #701 IBEW-NECA  
 IL 015 - 0416

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date	
Thorne Electric, Inc.	<i>Shelly Thorne</i>	4-8-22	
Title			
Vice President			
Address	City	State	Zip Code
P.O. Box 321	Wheaton	IL	60187



Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Lombard	DuPage	Various	21-00000-03-GM

I, LuAnne Thorne of Yorkville, Illinois  
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Thorne Electric, Inc.  
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Thorne Electric, Inc., will maintain a business office in the  
Bidder  
 State of Illinois, which will be located in DuPage County, Illinois.  
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
	4-8-22
Print Name of Affiant	
LuAnne Thorne	

Notary Public

State of IL

County DuPage

Signed (or subscribed or attested) before me on 4-8-22 by  
(date)

LuAnne Thorne, authorized agent(s) of  
(name/s of person/s)

Thorne Electric, Inc.  
Bidder



Signature of Notary Public

My commission expires <u>7-31-25</u>

**ADDENDUM NO. 1**

March 9, 2022

To:

Contract Documents Entitled  
**Master Disconnect Switch Installations**  
Bid Due Date: April 8, 2022, 1:30 p.m.

For:

Village of Lombard

Prepared By:

Christopher B. Burke Engineering, Ltd.  
[CBBEL Project No.: 20-0305]

*This Addendum forms part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this Addendum by returning the attached acknowledgement of receipt of Addendum form to [ghenneily@cbbel.com](mailto:ghenneily@cbbel.com)**. Failure to do so may subject Bidder to disqualification.*

This Addendum consists of the following changes and clarifications:

1. The pre-bid meeting date has been revised. The new pre-bid meeting date is Wednesday, March 23, 2022 at 10:00 a.m. in the Village Hall Community Room.
2. The bid opening date has been revised. The new bid opening date is Friday, April 8, 2022 at 1:30 p.m. in the Village Hall Community Room.
3. Section 101.61 of the Special Provisions has been revised as follows:

Substantial Completion has been revised to July 3, 2023. The contract will be awarded in spring 2022. After Notice of Award is given, the Contractor of Award will provide shop drawings of all required project materials. Once the shop drawings are reviewed by the Owner's Representative, the Contractor will order and procure all materials prior to commencing any installation work. The Contractor will be allowed to invoice the Village for all material costs for the procurement of these materials. These costs will be deducted from the line item costs to which they are related. The installation portion of the contract will commence on April 3, 2023.

All work of this contract will need to be substantially completed by July 3, 2023. Punchlist items must be completed within 14 days after Substantial Completion, July 17, 2023.

END OF ADDENDUM NO. 1

Village of Lombard

**Master Disconnect Switch Installations**  
[CBBEL Project No. 20-0305]

**ADDENDUM NO. 1**

I acknowledge the receipt of Addendum No. 1 for the above referenced project:

Signed: Shelly Thorne  
Name

Thorne Electric, Inc.  
Name of Company

3-25-22  
Date

GAH/pjb

N:\Lombard\200305\Admin\Addendum 1.030922.docx



**VILLAGE OF LOMBARD  
PRE-BID MEETING  
ATTENDANCE FORM**

The undersigned is an authorized representative of THORNE ELECTRIC,  
(Name of Company)  
and attests that he/she/they attended the pre-bid meeting for ProjectNAME held in the ROOM#  
of the LOCATION at TIME on DATE.

Signed: David Gaffney

Name: DAVID GAFFNEY

Title/Position: ESTIMATOR

Acknowledgment of attendance:

Signed: [Signature]

Village of Lombard  
Department of Public Works

Only include with a project that has a mandatory pre-bid  
meeting

MAR 15 2022



# Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Construction  
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 10, 2022

Thorne Electric, Inc., #5949  
P. O. Box 321  
Wheaton, IL 60187

Dear Contractor,

In response to staffing levels and to the burden the COVID-19 pandemic is having on both the private and public sectors, the department will be implementing 44 IL Adm. Code, Section 650.120 which allows the department to grant contractors a temporary extension of prequalification ratings.

Prequalification ratings set to expire March 31 through July 31, 2022, will be extended through August 5, 2022. This will allow currently prequalified firms to bid on the April, June and August lettings. As always, please submit your renewal application as soon as possible; applications are processed in the order they are received. Once your application has been analyzed, a new Certificate of Eligibility will be issued. The new certificate will supersede the extension granted with this letter and any certificate previously issued.

If your firm plans to bid on a local agency letting and has not received a new Certificate of Eligibility, a copy of this letter will need to be attached to your current Certificate of Eligibility and submitted to the local agency prior to being issued bidding documents.

**2022 Application Submittal Notice:** In addition to the mandatory hard copy submission, the department is requesting contractors submit a PDF electronic copy if possible. Electronic copies should be emailed to Tara Elston at [Tara.Elston@Illinois.gov](mailto:Tara.Elston@Illinois.gov).

Questions or comments may be addressed to Tara Elston, Prequalification Engineer, at (217) 782-3413.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lora S. Rensing'.

Lora S. Rensing, P.E.  
Engineer of Construction





# Illinois Department of Transportation

# Certificate of Eligibility

Contractor No 5949

Thorne Electric, Inc.  
P. O. Box 321 Wheaton, IL 60187

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$24,174,000.00

014	ELECTRICAL	\$11,075,000
017	CONCRETE CONSTRUCTION	\$500,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/16/2021 TO 4/30/2022 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/19/2021.

*Jim Bell*  
Engineer of Construction

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PREVAILING WAGE RATES – DUPAGE COUNTY

**PRE-BID MEETING**

A mandatory pre-bid meeting will be held in the Public Works Conference Room at 10:00 AM on March 8, 2022, at the Community Room of the Village Hall located at 225 E. Wilson Street, Lombard, IL 60148. Prospective bidders must have a representative present at the pre-bid meeting. Bids will not be accepted from any prospective bidder who has not had a representative present at the pre-bid meeting. Any prospective bidder shall have the Pre-Bid Attendance Form counter signed by a Village Representative at the end of the meeting.

Village of Lombard, Illinois

By: \_\_\_\_\_  
Liz Brezinski, Village Clerk

**101.61 Substantial Completion.** The completion of all items of work as specified within these documents, less punch list items. **This work is to be substantially completed within 60 working days of Notice to Proceed. Punch list items including Final Inspection per Section 105.13 are to be completed within 14 calendar days of substantial completion.** In the event the Contractor does not fully complete the work within the **60 working days**, liquidated damages will accrue per Article 108.09 of the Standard Specifications.

## **SECTION 105. CONTROL OF WORK**

REV. 04/16

**105.12 Inspection of Work.** Add the following as a separate Paragraph as a second Paragraph from the end: Any failure by the Village 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.

Add the following articles to this section:

**105.14 Periodic Inspections.** Periodic inspections of the work will be made. The Contractor shall correct work to the satisfaction of the Engineer, which may be in satisfactory condition at the time of a periodic inspection but is found to be unsatisfactory at the time of final inspection.

**105.15 Failure to Properly Notify the Village of Work Cancellations/Rescheduling.** The Contractor shall reimburse the Village (pursuant to a setoff against any amounts due to the Contractor) for costs incurred by the Village for administration, engineering, inspection or supervision as a result of the Contractor canceling or rescheduling work without giving sufficient notice to the Resident Engineer. For purposes of this section, "sufficient notice" shall mean a notice given to the Resident Engineer at or before 2:30 P.M. on the weekday (Monday through Friday) immediately prior to the day on which the work in question is being cancelled or rescheduled, was to have taken place.

## **SECTION 106. CONTROL OF MATERIALS**

REV. 04/16

**106.02 Unacceptable Materials.** Add the following as a separate, final Paragraph: 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. All proposed substitutions shall be submitted to the Engineer for review and approval prior to their delivery to the worksite.

## **SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

REV 04/18

**107.09 Public Convenience and Safety.** Add the following to the list of legal holidays; Martin Luther King Day, the day after Thanksgiving and Christmas Eve.

Add the following before the third Paragraph: The Contractor shall plan their operations to ensure that no resident will be denied access to their driveway for more than a single twenty-one (21) day period. During this period the Contractor shall construct curb and gutter, pavement, sidewalk and driveway approaches. Should the Engineer determine that the Contractor will exceed this time constraint, the Engineer will order that temporary roads and/or approaches be installed at the Contractor's expense.

The Contractor shall notify the Village at least forty-eight (48) hours in advance of any water shutdown.

The Village will determine the limits of the shutdown and determine which residences will be affected. The Village shall supply the Contractor with yellow and/or blue shut-off notice door tags. The yellow door tags are to be used in the event of a water main shut down. Blue door tags are to be used during the transfer of water services. The Contractor shall be responsible for distributing notice by taping the tags to the front door of the affected property a minimum of twenty-four (24) hours in advance of the shutdown. (Example: If the contractor requests a Tuesday 8:30 AM shut down, all notices must be taped to the affected properties front door no later than Monday by 8:30 AM. Monday morning shutdowns notice shall be in place by noon of the previous Friday). Village personnel shall operate all valves other than those installed but not yet accepted by the Village. The maximum time allowed for a water shutdown will be four (4) hours.

The Contractor is prohibited (with or without the permission of the property owner) from drawing water from any private property sources. If the Contractor wishes to utilize the Village water supply system he must secure an RPZ valve per section 107.18 of the standard specifications.

**107.15 Dirt on Pavement or Structures.** Add the following at the end of this Section: If the pavement on or adjacent to the section under construction shall need cleaning because of the Contractor's operation and the Contractor fails to clean the pavement to the satisfaction of the Engineer at any time during the duration of the Contract, the Engineer will notify the Contractor, at which time the Contractor will have until the end of day operations in which to perform the cleaning. If the Contractor fails to perform the required cleaning within this period of time, the Village shall contract the cleaning to be performed by whatever such method they feel necessary. At the time such work has been completed, the amount incurred by the Village for such work along with a \$500.00 per incident fine will be deducted from monies due, or that may become due, the Contractor.

**107.16 Equipment on Pavement and Structures.** Add the following at the end of this Section: In accordance with Village Code (Title 9, Chapter 97, Section 97.200) the Contractor must obtain a permit for the movement of any overweight or oversize vehicle within the jurisdiction of the Village. If any of the following limits are exceeded, a permit is required.

<i>Maximum Gross Weight:</i>	<i>80,000 pounds</i>
<i>Maximum Gross Length:</i>	
<i>Tractor Trailer</i>	<i>55 feet</i>
<i>Truck Trailer</i>	<i>60 feet</i>
<i>Maximum Gross Width:</i>	<i>8 feet 6 inches</i>
<i>Maximum Gross Height:</i>	<i>13 feet 6 inches</i>
<i>Maximum Single Axle Weight Limit</i>	<i>20,000 pounds</i>
<i>Maximum Axle Tandem Weight Limit</i>	<i>34,000 pounds</i>

To reference the complete Village Ordinance concerning permit moves  
<http://www.villageoflombard.org/DocumentCenter/View/11754>

**The Contractor must be familiar with the ordinance. This ordinance is strictly enforced; offenders will be subject to fine, arrest and prosecution.**

**Note:** Equipment owned and operated by a private contractor used in the construction of public works projects for the Village of Lombard will not be subject to permit fees. However, Contractors are still required to apply for a permit per ordinance. Fees will be waived as part of the review and approval

process. In the event a vehicle is pulled over regarding size or load, drivers for the general contractor or subcontractor must be able to identify the name of the project and the Village point of contact for the job.

The Lombard Police Department is now using an online-based permitting system via the website, [www.oxcartpermits.com](http://www.oxcartpermits.com). Contractors applying for an overweight/oversize permit will have to use the Oxcart permitting software. The form can be completed on the Oxcart website under the Trucking login/sign up link (<http://oxcartpermits.com/user/trucking>)

Visit <http://www.villageoflombard.org/421/Truck-Enforcement-Overweight-Per> regarding enforcement and truck routes. If you have any questions regarding commercial motor vehicle/permits please contact Sergeant Joseph Menolascino of the Lombard Police Department at 630-873-4497 or by e-mail at [MenolascinoJ@villageoflombard.org](mailto:MenolascinoJ@villageoflombard.org)

**107.26 Indemnification.** In lieu of the first paragraph of Article 107.26 insert the following:

The Contractor shall indemnify, defend and save harmless the Village, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the Contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

**107.27 Insurance.** In lieu of the first sentence of the third paragraph of Article 107.27 insert the following: The Contractor shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village. Said certificates shall contain a clause to the effect that, for the duration of the Contract, the insurance policy shall not be canceled, expired or changed as to the amount of coverage without written notification thirty (30) days in advance to the Village. In addition, said certificates shall list the Village and its officers, agents and employees as additional insureds on all required insurance policies and shall provide that all insurance policies provided by the contractor shall be primary to any insurance policies maintained by the Village.

In addition to the language set forth in Article 107.27, add the following at the end of this Section:

**The Contractor shall require subcontractors, if any, not protected under the Contractor's policies, to secure and maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor. Proof of said insurance shall be furnished to the Village.**

**107.28 Contractor Safety Responsibility.** Add the following at the end of this Section: The Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14,

1993, Part 1910 (Permit Required Confined Spaces for General Industry) and 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations). Equipment supplied to the Village must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

**107.30 Contractor's Responsibility for Work.** Add the following as a separate Paragraph after the existing first Paragraph: The Contractor is required to maintain all work including but not limited to; roadway, driveway, sidewalk, lighting, traffic signals, landscaping, water and sewer mains and structures until final acceptance by the Engineer. The Engineer will determine what constitutes acceptable maintenance. Any defaced work shall be corrected or replaced by the Contractor at its sole expense prior to final payment. The Village will cooperate with the Contractor to minimize vandalism, but the Contractor is ultimately responsible for any damages. After new water service lines have been installed, the Contractor shall be responsible for locating said service lines for the duration of the project. The Village will not locate service lines placed by the Contractor for the duration of the project. The Contractor, at its own expense, shall repair any damage to any service line installed under the contract which was damaged as a result of the Contractor's failure to properly locate the service lines to the satisfaction of the Engineer.

**107.35 Construction Noise Restrictions.** Delete sentence one of paragraph two and replace with the following: Confined periods shall be: 7:00 A.M. to 6:00 P.M. weekdays, 7:00 A.M. to 4:00 P.M. Saturdays and no work on Sundays or Legal Holidays (per section 107.09). Work outside these periods must have the prior, written permission of the Village Engineer or Assistant Director of Public Works. Muffling devices shall comply with the Village of Lombard, Code of Ordinances.

**107.43 Taxes.** The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax and Service Occupation Tax on materials and services purchased by the Village. A copy of the Village tax-exempt letter will be provided to the successful Bidder upon request.

**107.44 Non-Discrimination.** The Contractor shall, as a party to a Contract:

1. Refrain from unlawful discrimination in employment and take all necessary actions to assure equality of employment opportunity,
2. By submission of this proposal, 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.

It is unlawful to discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap, military service sexual orientation or unfavorable discharge for military service. The Bidder shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S 2000 et seq. and the Human Rights Act of the State of Illinois (775 ILCS 5/1 – 101 et seq.).

**107.45 Venue.** The parties hereto agree that for purposes of any lawsuit(s) between them concerning the

Contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**107.46 Warranty.** The Contractor warrants to the Village that materials and equipment furnished under the Contract will be of good quality and new and that the work will be free from defects in material and workmanship for one (1) year from the date of issuance of the final payment by the Village and any deficiencies shall be corrected by the Contractor under this warranty immediately upon notification from the Village.

## **SECTION 108. PROSECUTION AND PROGRESS**

REV. 04/16

**108.01 Subcontracting.** Add the following to the fourth paragraph: Each Subcontractor shall be approved by the Village Director of Public Works in writing prior to commencement of work. A list of proposed Subcontractors and the amount of each subcontract shall be submitted to the Village at the pre-construction conference. If all Subcontractors are not selected at the time of the pre-construction conference, the Contractor shall classify the items of work, which will be subcontracted, and the value thereof. The names of the remaining Subcontractors shall be submitted when available. In the event that a proposed subcontractor(s) is/are not approved by the Director of Public Works, the general contractor shall propose another subcontractor(s). No changes to the awarded contract amount will be allowed.

**108.08 Determination and Extension of Contract Time.** Add the following subsection:

(d) The Contractor shall not be entitled to any claim for damages for any hindrance or delay from any cause whatsoever in the progress of the work or any part thereof. However, such hindrance may entitle the Contractor to an extension of time for completing the contract, sufficient to compensate for the detention; the same to be determined by the Engineer, given that the Contractor provides notice, in writing, of the nature of the cause of such detention within ten (10) calendar days after the detention has occurred.

**108.09 Failure to Complete the Work on Time.** Replace in entirety with the following: Time is of the essence to the Contract. Should the Contractor fail to complete the work within the timeframe provided for in the Contract or within such extended time as may have been allowed, the Contractor shall be liable to pay the Village, not as a penalty but in the form of damages, additional costs incurred by the Village, both in the office and on the jobsite, relative to the Contract thereof. Costs include only those expenses above those normally incurred had the Work had been completed within the time allowed in the Contract.

Costs include any professional services, including but not limited to surveying, design, construction observation, construction material testing, geotechnical engineering, environmental and legal services provided by independent consultants (the "Consultants/Consultant"). Eligible Consultant costs also include but are not limited to travel, overtime and business indirect and direct overhead. Professional services shall be billed at each Consultant's contracted hourly or fixed rate.

In-house services are also eligible for damages as result of Contractor delay, error or negligence. This includes but is not limited to personnel and equipment costs incurred by the Village. The cost of such services includes hourly and overtime charges and any associated hourly equipment costs. In addition to the foregoing, the Contractor shall also be liable and shall pay to the Village any costs for including but not limited to administration, engineering, inspection and supervision that the Village incurred as a result of the Contractor canceling or rescheduling work without giving sufficient notice (no later than 2:30 PM the prior business day) to the Resident Engineer.



Extra incurred costs in the form of damages (as defined above) shall be deducted from payments due to the Contractor. If the amounts due to the Contractor are insufficient to cover the damages, the Contractor shall reimburse the Village in the amount necessary to cover these costs.

## **SECTION 109. MEASUREMENT AND PAYMENT**

REV. 09/18

**109.03 Increased or Decreased Quantities.** From the first sentence, delete the following:” except as otherwise provided in Article 104.02”.

**109.07 Partial Payments and Retainage.** Delete paragraph 1 under subsection (a) and replace with the following: The Engineer shall submit a partial payment estimate not more than once each month. Payment is predicated on approval of the Contractor’s affidavit and partial waiver(s) of lien. Subsequent pay estimates will not be processed until partial waivers have been received and approved for all previous pay estimates. Retainage will not be deposited under any trust agreement. The Contractor will have the option to receive payment by check through the U.S. mail or payment via Electronic Funds Transfer (EFT). EFT payments will be made on Friday’s (excluding bank holidays). If a bank holiday falls on a Friday, the EFT payment will be dated on the last working day before the holiday. **NO OTHER PAYMENT OPTIONS SHALL BE ALLOWED**

**Add Local Road and Street Recurring Special Provision Check Sheet #15 to paragraph 109.07(a) as revised above.**

**109.08 Acceptance and Final Payment.** Add the following to the end of this Section: As a condition of final payment, all final waivers from any and all subcontractors and suppliers (*including copies of final waivers previously submitted for prior partial payments*), must accompany the Final Waiver and release of payment to the Contractor. Notwithstanding the foregoing, any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the Bonds (as defined in Section 102.11).

**109.09 Contract Claims.** Use Local Road and Street Recurring Special Provision Check Sheet #5 with the following edits:  
References to “Court of Claims” are revised to read “Court”.

**109.10 Contractor Record Retention.** Delete the first sentence and replace with the following. The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the Village under the Contract and subcontract. The books and records shall be maintained by the Contractor for a minimum of three year from the later of the date of final payment under the Contract or the completion of the Contract. The books and records shall be maintained by the subcontractor for a minimum of three year from the later of the date of final payment under the subcontractor or the completion of the subcontract. However, the three-year period shall be extended for the duration of any audit in progress at the time of that period’s expiration. All book and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Village, the State and any participating Federal agency if State or Federal funding is used for the Contract.

## **DIVISION 800. ELECTRICAL**

### **SECTION 800. STREET LIGHTING**

CBBEL 02/13

**800.01 Street Lighting Design & Construction Typical.** All work performed and all materials used in connection with the installation of any public roadway lighting or appurtenances shall be in accordance with the requirements of the appropriate standards of the National Electric Manufacturers Association; Underwriters Laboratory approvals, American Association of the State Highway and Transportation Officials criteria, the latest edition of the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction" and Highway Standards. All as modified by the following.

**800.06 Luminaires.** All luminaires shall have roof-top optics with Type II distribution unless otherwise approved, conforming to the patterns specified in 2.3.2.1 of the American Standard Practice for Roadway Lighting. Such luminaires shall have medium distribution as specified in 2.2.2 and semi-cutoff as specified in 2.4.2. of the American Standard Practice for Roadway Lighting.

The specific luminaires to be used in a particular location will be determined by the Village.

#### **Post-Top**

1. Sternberg, or approved equivalent.

The Department of Public Works shall approve determination of equivalents.

**800.07 Grounding.** All grounding shall be in accordance with Article 250 of the National Electrical Code (NEC). Light poles shall be grounded as follows:

1. Direct burial pole: one (1) 10 ft X 3/4 inch dia. ground rod per pole within two (2) feet of pole.
2. Bolt down base and control center: one (1) 12 ft long X 3/4 inch dia. ground rod cast into the foundation or base.
3. Poles with concrete foundations shall have ground rod within the foundation located 2 ft-6 inch below grade per foundation detail.
4. Lighting controllers should be grounded by means of a ground field located adjacent to the control cabinet, consisting of three 10 ft long X 3/4 inch dia. ground rods set up in a triangular grid 2 ft-6 inch below grade tied together 10 ft apart from each other bonded together by min. #4 AWG ground wire.
5. A separate #6 green grounding wire shall extend from the luminaire to the lug at the base of the pole.

**800.08 Electric Cable, Conductors and Cable Duct.** All cable, conductor and ducts shall be new, having been manufactured within twelve (12) months of the date of installation. The duct shall be delivered in complete coils or reels with identifying Underwriter's tags and labels attached including size, type of insulation, voltage, and manufacturer's name and shall be in first class condition when installed.

Materials shall be packaged by the manufacturer and delivered with identifying Underwriter's tags and labels attached. All Underwriters' labels and tags shall be permanently removed from the reels and cartons by the Village representative for his records. None shall be returned.

Cables and conductors will be subject to inspection for acceptance as to quality, conditions, and installation during final inspection. Unit duct shall be subject to inspection for acceptance as to installation during construction. All poles within this system must contain Buss Heb AA fuse kit with Buss 1Ao512 rubber boots or approved equal.

All underground conductors and ground wire shall be No. 6 A.W.G. XLP copper, soft and annealed and shall conform to ASTM Specification for stranded conductors. All pole wiring shall be No. 10 A.W.G. THHN. Copper conductor insulation shall be heat and moisture resistant plastic suitable for use at 90 degrees C in wet locations at 600 volts. The wiring system shall be a parallel system with minimum of three insulated conductors: black, red, and neutral-colored white, or approved equal.

All cable duct shall be high-density polyethylene, one (1) inch or greater in diameter, (depending on number of conductors) with a minimum tensile strength of 2000 psi, a minimum elongation of 300 percent, a minimum dissipation factor of 0.005, and a maximum dielectric constant of 2.90 as per standard ASTM test methods for such materials. The duct must withstand the impact and bending stresses incidental to transportation, handling and installation at temperatures as low as minus 50 degrees F. It shall not fracture, split, or collapse by normal handling at this temperature. Cable duct shall extend into a pole until the duct and cable extend from the handhole. Slack shall be neatly folded into the cavity in such a manner as to separate the various splices and keep them as high above grade as possible. Slack shall be sufficient to withdraw the splice from the handhole not less than twenty-four (24) inches. The cables shall extend without splice into a control cabinet and terminate without splice on the terminals of the control.

**800.09 Conductor Splices.** Splices in handholes below grade level shall be Scotch cast kits or equivalent. Splices other than in handholes are not allowed.

**800.10 Conduit.** All conduit under a roadway or commercial driveway shall be PVC coated rigid galvanized steel (except for foundation raceways and control cabinet foundation raceway which can be PVC) a minimum of two (2) inches in diameter and complying with Underwriter's Laboratories, Inc. Standard U.L. 6 and ASA specification C80-1 or approved equal. Each length of conduit shall bear an Underwriter's Laboratories label. All conduit shall be either pushed or trenched. Conduit shall be required for:

1. Street light foundation raceways.
2. Control cabinet foundation raceway.
3. Underground electrical services lines which cross through the right-of-way.
4. All pavement crossings and industrial/commercial driveways (to be extended two (2) feet beyond the back of curb or edge of driveways).
5. Electric service connection between the electrical utility and the control cabinet shall be two (2) inch rigid galvanized steel conduit.

**800.13 Trench and Backfill.** All installation of the cable duct and cable between poles shall be placed in trenches six (6) inches wide and thirty (30) inches deep. Plastic warning tape shall be placed twelve (12) inches below grade surface.

Inspections at each of the following stages of trench construction, and at any other stage the Village designates, are required by a Village representative.

1. Inspection of sample length of trench.
2. Inspection of installed unit-duct, and conductors for sharp bends.

Where conduit enters the trench, compacted approved fill shall be placed to half-fill the opening in the conduit so that the emerging cable-duct will have a smooth bed at this critical point. If the trench depth is less than twelve (12) inches because of obstructions, the contractor shall cut a groove in such obstruction so the trench is twelve (12) inches deep. The cable-duct shall be laid in this groove and anchored to prevent floating. Where trench depth exceeds twelve (12) inches but is less than twenty-four (24) inches, the bottom shall be made smooth and free of short radius dips by filling low sections with trench backfill. The cable duct shall be installed and anchored to prevent floating. The remaining backfill shall be as specified below. Any materials excavated from the trench, which in the opinion of the Village is satisfactory backfilling material, may be used. Cinders, frozen earth, or other deleterious materials will not be permitted in the backfill. Stones shall be less than two (2) inches in any dimension.

Backfilling shall be completed as soon as possible after inspection. Backfill shall be deposited in uniform layers not exceeding six (6) inches thick loose measure. The materials in each layer shall be mechanically compacted in a manner approved by the Village.

Plowing, which places all cable duct of a circuit in a single cavity so that they are not twisted, kinked, or damaged and are the specified distance below grade, is an acceptable method of installation. Plowing shall be in accordance with IDOT Standards for Road and Bridge Construction, Article 868.03 Section B. Conduit and unit duct may also be installed by directional drilling.

**800.14 Test Burn.** As part of the testing and acceptance, the street lights shall be turned on for a continuous period of not less than two (2) days. Any components that fail during the test burn shall be replaced and the test burn reconducted prior to acceptance by the Village.

## **SECTION 801. ELECTRICAL REQUIREMENTS (STREET LIGHTING)**

REV. 01/12

All electrical work shall be performed in accordance with Village Ordinance 2823 and Section 801 of the Standard Specifications with the following alterations.

**801.05 Submittals:** in sub paragraph (a) Non-Traffic Signal Installation Replace, "within 30 days after contract execution" with, "Within 10 days after the notice to proceed". Add the following paragraph (a): To perform this work, the contractor shall obtain a permit from the Village of Lombard, Bureau of Inspectional Services. The Bureau of Inspectional Services is located within Lombard Village Hall, 255 E. Wilson, Lombard, IL 60148. Two (2) sets of original approved drawings must be submitted with the application for permit no later than 30 days after the notice to proceed is issued. There is no fee for the permit. The Contractor must supply the Bureau of Inspectional Services with a copy of the electricians'

license (obtained from a recognized testing facility) and a copy of the electricians' certificate of insurance (naming the Village of Lombard as a certificate holder and additional insured).

**801.13 Testing** Add the following to subparagraph (a):

Testing shall include, but not be limited to:

1. Voltage regulation and current balance;
  - A. Record starting current in supply cables immediately after the system is energized.
  - B. After five minutes record:
    1. operating current in supply cables;
    2. phase voltage;
    3. voltage across ballast in the last light of each circuit;
    4. voltage of each circuit at control cabinet (to determine the voltage drop;)
    5. and, current in each lighting circuit.
  - C. Loads shall be adjusted to balance circuits, if necessary.
2. Insulation resistance to ground of each circuit;
3. Continuous Burn.  
All lights shall be continuously energized for a 2-day period. Any failures must be corrected to the satisfaction of the Engineer.

The cost of testing shall be included in the unit prices bid for the various electrical items and no additional compensation will be allowed.

**801.14 Contract Guarantee.** Change all occurrences of "6 months" to "1 year".

**SECTION 810. UNDERGROUND RACEWAYS**

REV. 02/13

All work shall be performed in accordance with Section 810 of the Standard Specifications with the following alterations.

**810.04 Installation.** Replace the first sentence with: All underground conduit shall have a minimum depth of 30 inches (760 mm), except under railroad tracks where the conduit depth shall be a minimum of 5 feet (1.52 m) as measured to the outside diameter of the conduit on its top side. Under subsection (c) paragraph 2 add: Directional boring or augering may be considered as an alternate to pushed conduit. However, no additional compensation will be allowed.

**SECTION 814. HANDHOLE**

Rev. 01/12

All work shall be performed in accordance with Section 814 of the Standard Specifications with the following alterations.

**814.02 Materials.** Delete Note 3 and replace with; All cable hooks shall be hot-dipped galvanized in accordance with AASHTO M 111. Add Note 4; Per Article/Section 1088.06 cover legend shall read "TRAFFIC SIGNALS" or "STREET LIGHTING" as appropriate.

**814.03 Construction.** Add the following to paragraph 1; Handholes connected to post or pole foundations by conduit shall contain a ground rod, cost to be incidental. All conduits shall enter the handhole at a depth of 30 inches (760 mm) except for the conduits for detector loops when the handhole is less than 5 ft.(1.52 meters) from the detector loop. Delete subparagraph (b) of paragraph 3 in its entirety.

## **SECTION 816. UNIT DUCT**

REV. 02/13

This work shall be performed in accordance with Section 816 of the Standard Specifications with the following alterations.

**816.02 Materials.** Add the following to Note 1.; All conductors in the controller cabinet shall be individual color-coded from the circuit breaker to the Light Pole Hand Hole throughout the entire length of the project. All ground wires shall be green and all neutral conductors shall be white. Each branch conductors shall be a separate color and in accordance with standard IDOT practices for wiring multiconductor circuits in single unit duct runs per Article 1066.02 paragraph 3. Add the following: Note 2. Each individual wire within each unit duct run shall have individually color-coded insulation throughout the entire length of the conductor. The color identification for other colors for individual wires with each circuit will be called out on the plans.

### **MASTER DISCONNECT SWITCH INSTALLATIONS**

This work shall consist of modifying an existing 120/240V lighting controller cabinets by installing new 120/240V, 1Ø, 3 wire, 60 amp, 100 amp or 200 amp non-fused NEMA 3R exterior cabinet mounted manual disconnect switches on the back or side of the lighting controller or offset from controller via unistrut mounting after the load side of the ComEd meter fitting and before the main circuit breaker.

The work will also include the removal of the lighting controller service conductors between the load side of the ComEd meter fitting and the main circuit breaker, and rewiring the lighting controller with new conductors of the same size which was existing and installing new flexible (seal tight) conduit and wiring as shown on the plans on the exterior of the lighting controller from the ComEd meter fitting to the line side of the new manual disconnect switch and install new flexible (seal tight) conduit and wiring of the type and size as shown on the plans from the load side of the new manual disconnect switch to the line side of the existing main circuit breaker.

This work shall include providing a tapped hole in the side wall of the lighting controller and the meter fitting, a conduit nipple of the size needed to accommodate all conductors entering and leaving main disconnect switch, conduit grounding bushings, XLP Type USE conductors, cable terminations and connections, and grounding required to provide a complete and operational master disconnect at each of the locations shown on the Drawings.

**Materials.** Square "D", Eaton-Cutler Hammer or equal.

**Method of Measurement and Basis of Payment.** This work shall be paid for at the contract unit price Each for each of the 109 controller locations listed by disconnect sizes and as shown in the associated pay items listed elsewhere in the plan drawings and their representative pay items.

### **ELECTRICAL SERVICE INSTALLATION**

**Description.** This item shall consist of the installation and connection of a new electrical service to an existing ComEd electric utility pole for the proposed lighting controller to be installed at 548 S. School Street.

**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 connection 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.

The service conduit and wire shall be paid for separately.

**Measurement and Basis of Payment.** This work shall be paid for at the contract unit price Each for ELECTRICAL SERVICE INSTALLATION, which shall be payment in full for all work listed herein or as directed by the Owner.



### **ELECTRIC UTILITY SERVICE CONNECTION**

**Description.** This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. The electrical service drop location is at 548 S. School Street.

#### **CONSTRUCTION REQUIREMENTS**

**General.** It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with 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. **Please contact ComEd, New Business Center Call Center, at 866-NEW-ELEC (1-866-639-3532) to begin the service connection process. The call center representative 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 at \$750.00.

**Basis of Payment.** This work will be paid for at the contract lump sum price for ELECTRIC UTILITY SERVICE CONNECTION which price shall be reimbursement in full for electric utility service charges.

**Designers Note:** The estimate of cost of service connections for bidding purposes shall be provided by the Designer or Design Consultant.

### **REMOVAL OF ELECTRIC SERVICE INSTALLATION**

**Description.** This item shall consist of removing electric service to an existing pole mounted lighting controller located at 548 S. School Street.

**Material and Construction Requirements.** The electric service shall be disconnected and removed from existing ComEd service pole at location listed above. The Contractor shall trace existing service cables and conduit to identify and record the location of services. The Contractor shall coordinate and schedule service disconnection and new electric service drop with ComEd. The Contractor shall not disconnect or enter into ComEd owned and maintained equipment.

Existing overhead electrical service cables and conduit shall be removed. The Contractor shall reuse existing cables at no additional cost to the Owner.

Work shall be performed as indicated in Contract Drawings and Special Provisions and shall be in conformance with Standard Specifications, ComEd, NEC and local ordinances.

**Measurement and Basis of Payment.** This work shall be paid for at the contract unit price Each for REMOVAL OF ELECTRIC SERVICE INSTALLATION, which price shall be payment in full for all work listed herein or as directed by the Owner. Existing light pole removal shall be as specified on Drawings and paid for separately.

**MODIFY EXISTING LIGHTING CONTROLLER**

**Description.** This item shall consist of modifying an existing lighting controller in place.

**Materials and Construction Requirements.** The existing electrical components shall be removed and disposed of. New components shall be installed which include: main circuit breaker, power distribution blocks and wiring as listed herein.

CONTROLLER ID	ADDRESS	DESCRIPTION OF WORK
4BT4	1 S. Lincoln Ave.	Install new terminal block off of 200A main circuit breaker to feed 100A branch circuit breaker feeding existing receptacle panelboard. This shall include all wiring between components.
5HT2	98 S. Lewis	Replace existing main circuit breaker with new 60A, 2 pole, 240V rated circuit breaker including all load side service entrance conductors.

All components and wiring shall be labeled with identification markers.

All work shall be in conformance with the Drawings, Standard Specifications, NEC and local ordinances.

**Measurement and Basis of Payment.** This work shall be paid for at the contract unit price Each for MODIFY EXISTING LIGHTING CONTROLLER, which price shall be payment in full for all work and materials listed herein or as directed by the Owner.

**LIGHTING CONTROL CABINET REMOVAL**

**Description.** This item shall consist of the removal of the existing wood pole mounted lighting control cabinet at Controller #5JT1, located in the rear yard of 548 S. School Street.

**Requirements.** As part of the Special Provision "LIGHTING CONTROLLER PEDESTAL MOUNTED, 100A, 120V", the existing pole mounted cabinet will be removed from the existing wood pole and the electric service disconnect on the pole and the service pole to be reused to service the proposed lighting controller. The cabinet and all of its components shall be returned to the Village of Lombard. The control cabinet shall be removed the same day as the new controller is energized by ComEd so as the School Street lighting system shall never not be energized during the course of construction.

No additional compensation will be allowed for work required for the LIGHTING CONTROL CABINET REMOVAL even though not explicitly shown on the Drawings or specified herein.

**Measurement and Basis of Payment.** The work shall be paid for at the contract unit price Each for LIGHTING CONTROL CABINET REMOVAL, which shall be payment in full for all labor and materials specified herein or as directed by the Owner.

**MODIFY EXISTING ELECTRIC SERVICE INSTALLATIONS**

**Description.** This item shall consist of modifying an existing lighting controller in place to rework the ComEd service conductors and conduit feeding into the lighting controller to meter fitting unprotected inside the lighting controller.

**Materials and Construction Requirements.** This work shall include disconnecting the secondary feeder conductors from ComEd that enter into the lighting controller through an internal raceway and back to the ComEd meter fitting. The Contractor shall locate and intercept the existing conduit raceway and rework conduit to connect to the reworked conduit and conductors back to the exterior meter fittings or directly to the proposed disconnect. This work shall include any coordination with ComEd to deenergize and reenergize the ComEd secondary feeders to the lighting controllers. This shall also include all removal and restoration of surrounding areas including turf and sidewalk areas.

CONTROLLER LOCATION NUMBER	ADDRESS	SERVICE SIZE
4AT3	369 W. St. Charles Road	200 Amp
9HT2	6 W. 20 <sup>th</sup> St.	100 Amp
9JT2	1833 E. 18 <sup>th</sup> St.	100 Amp
9PT2	513 Fairfield Ct.	100 Amp
9RT4	1715 S. Stewart	100 Amp

All components and wiring shall be labeled with circuit identification markers.

All work shall be in conformance with the Drawings, Standard Specifications, NEC and local ordinances.

**Measurement and Basis of Payment.** This work shall be paid for at the contract unit price Each for MODIFY EXISTING ELECTRIC SERVICE INSTALLATIONS, which price shall be payment in full for all labor and materials listed herein or as directed by the Owner for a complete and operational system.

**ELECTRICAL CONNECTIONS TO EXISTING LIGHTING SYSTEM**

**Description.** This item shall consist of electrically connecting a proposed lighting controller to an existing lighting system.

**Materials and Construction Requirements.** This work shall consist of electrically connecting a proposed lighting controller located at 548 S. School Street to the branch circuit conductors of a lighting system. The connection shall be made in the existing lighting controller base, providing new connectors, fuse holders and fusing. This work shall include all material/labor required. Work to be performed is shown in the contract plan Drawings and shall be in conformance with the Standard Specifications, NEC and local ordinances.

**Operation of Existing Lighting Standard.** The existing light standard shall remain in operation every night, dusk to dawn, and shall not be kept in operation during long daytime periods at the Owner's expense.

**Measurement and Basis of Payment.** This work shall be paid for at the contract unit price Each for ELECTRICAL CONNECTIONS TO EXISTING LIGHTING SYSTEM, which shall be payment in full for all work listed herein or as directed by the Owner.

**INSTALL NEW 60 AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH**

**Description.** This item shall consist of installing a new NEMA 3R, 60 amp, 120/240V, 1 phase, 2 pole disconnect switch on the exterior of the lighting controller.

**Requirements.** The Contractor shall ascertain the necessary fittings required to electrically connect the proposed disconnect switch between the meter fitting and the lighting controller main circuit breaker. Based on the size and location of the cabinet, the Contractor may elect to install the disconnect to the back side of the control cabinet or install it on Uni-Strut (or equal). The Uni-Strut must be installed using a poured-in-place concrete footing to secure the Uni-Strut.

The Contractor shall use the various details in the plans.

No additional compensation will be allowed for work required of electrically installing, connecting and energizing the disconnect switch even though not explicitly shown on the Drawings or specified herein.

**Measurement and Basis of Payment.** This work shall be paid for at the contract unit price Each for INSTALL NEW 60 AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH, which shall be payment in full for all work listed herein or as directed by the Owner.

**INSTALL NEW 100 AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH**

**Description.** This item shall consist of installing a new NEMA 3R, 100 amp, 120/240V, 1 phase, 2 pole disconnect switch on the exterior of the lighting controller.

**Requirements.** The Contractor shall ascertain the necessary fittings required to electrically connect the proposed disconnect switch between the meter fitting and the lighting controller main circuit breaker. Based on the size and location of the cabinet, the Contractor may elect to install the disconnect to the back side of the control cabinet or install it on Uni-Strut (or equal). The Uni-Strut must be installed using a poured-in-place concrete footing to secure the Uni-Strut.

The Contractor shall use the various details in the plans.

No additional compensation will be allowed for work required of electrically installing, connecting and energizing the disconnect switch even though not explicitly shown on the Drawings or specified herein.

**Measurement and Basis of Payment.** This work shall be paid for at the contract unit price Each for INSTALL NEW 100 AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH, which shall be payment in full for all work listed herein or as directed by the Owner.



**INSTALL NEW 200 AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH**

**Description.** This item shall consist of installing a new NEMA 3R, 200 amp, 120/240V, 1 phase, 2 pole disconnect switch on the exterior of the lighting controller.

**Requirements.** The Contractor shall ascertain the necessary fittings required to electrically connect the proposed disconnect switch between the meter fitting and the lighting controller main circuit breaker. Based on the size and location of the cabinet, the Contractor may elect to install the disconnect to the back side of the control cabinet or install it on Uni-Strut (or equal). The Uni-Strut must be installed using a poured-in-place concrete footing to secure the Uni-Strut.

The Contractor shall use the various details in the plans.

No additional compensation will be allowed for work required of electrically installing, connecting and energizing the disconnect switch even though not explicitly shown on the Drawings or specified herein.

**Measurement and Basis of Payment.** This work shall be paid for at the contract unit price Each for INSTALL NEW 200 AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH, which shall be payment in full for all work listed herein or as directed by the Owner.

## **MAINTAIN EXISTING LIGHTING SYSTEMS**

**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, luminaires, 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.** See Lighting Controller Disconnect Location Matrix located in the plans.

### **Extent of Maintenance.**

**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 lighting units (including sign lighting), cable run, lighting controls and service. 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.

If the equipment damaged by normal vehicular traffic, not Contractor operations, is beyond repair and cannot be reset, the Contractor shall replace the equipment in kind with payment made for such equipment under Article 109.04. If the equipment damaged by any construction operations, not normal vehicular traffic, is beyond repair and cannot be reset, the Contractor shall replace the equipment in kind and the cost of the equipment shall be included in the cost of this pay item and shall not be paid for separately.

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
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.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be deducted from the cost of this 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.

**Basis of Payment.** Maintenance of lighting systems shall be paid for at the contract price Each for MAINTAIN EXISTING LIGHTING SYSTEMS, which shall be payment in full for all work listed herein or as directed by the Owner.

**VILLAGE OF LOMBARD  
PRE BID MEETING ATTENDANCE FORM**

The undersigned is an authorized representative of \_\_\_\_\_,  
(Name of Company)  
and was in attendance at the pre-bid meeting for MASTER DISCONNECT SWITCH INSTALLATION  
PROJECT that was held in the Community Room of the Lombard Village Hall at 11:00 AM on  
September 16, 2021. \_\_\_\_\_.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Acknowledgment of attendance:

Signed: \_\_\_\_\_

\_\_\_\_\_  
Village of Lombard  
Department of Public Works

**VILLAGE OF LOMBARD  
IDOT PREQUALIFICATION CERTIFICATION  
(CONTRACTOR MUST BE PREQUALIFIED BY IDOT IN  
"ROADWAY LIGHTING" IN THE AMOUNT OF \$1,000,000)**

Contractor to affix their IDOT Prequalification Certification to this page.

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

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

ERRATA Standard Specifications for Road and Bridge Construction  
(Adopted 4-1-16) (Revised 1-1-21)

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Local Public Agency	County	Section Number
Village of Lombard	DuPage	21-00000-03-GM

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

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Local Public Agency

County

Section Number

Village of Lombard

DuPage

21-00000-03-GM

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

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Note: Instructions are not to be submitted with the form.

This form shall be used and included in proposal/contract documents. Items checked on the check sheet are included by reference and do not need to also be attached.

For more information see Chapter 11 of the Bureau of Local Roads and Street Manual (BLRS Manual).

Local Public Agency	Insert the name of the Local Public Agency (LPA) the proposal is for.
County	From the drop down, select the name of the County in which the LPA is located.
Section Number	Insert the section number without dashes that the proposal/contract is for.
Check Box for Letting Date	Check this box if the letting is to be held prior to January 1, 2021. For lettings held on or after January 1, 2021 leave the box blank. This choice allows the correct version of the form to display for the desired letting.
Special Provisions	Check the boxes for the Recurring Special Provisions and the Local Roads and Streets Recurring Special Provisions which are to be included in this proposal/contract package by reference.

This form is to be submitted in the proposal packet for material proposal/deliver and install proposals and contract proposals.

**BDE SPECIAL PROVISIONS**  
For the July 30 and September 17, 2021 Lettings

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

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

80431	47	<input type="checkbox"/>	Portland Cement Concrete Pavement Patching	July 1, 2020	
80432	48	<input type="checkbox"/>	Portland Cement Concrete Pavement Placement	July 1, 2020	
80300	49	<input type="checkbox"/>	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
34261	50	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	51	<input type="checkbox"/>	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	52	<input type="checkbox"/>	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2021
80407	53	<input type="checkbox"/>	Removal and Disposal of Regulated Substances	Jan. 1, 2019	Jan. 1, 2020
* 80419	54	<input type="checkbox"/>	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Nov. 1, 2019	* July 1, 2021
80395	55	<input type="checkbox"/>	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	56	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127	57	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
80408	58	<input type="checkbox"/>	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
80413	59	<input type="checkbox"/>	Structural Timber	Aug. 1, 2019	
80397	60	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	61	<input checked="" type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	62	<input type="checkbox"/>	Submission of Payroll Records	April 1, 2021	
80435	63	<input type="checkbox"/>	Surface Testing of Pavements – IRI	Jan. 1, 2021	April 1, 2021
80298	64	<input type="checkbox"/>	Temporary Pavement Marking	April 1, 2012	April 1, 2017
80409	65	<input checked="" type="checkbox"/>	Traffic Control Devices - Cones	Jan. 1, 2019	
80410	66	<input type="checkbox"/>	Traffic Spotters	Jan. 1, 2019	
20338	67	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	
80318	68	<input type="checkbox"/>	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	69	<input type="checkbox"/>	Ultra-Thin Bonded Wearing Course	April 1, 2020	
80288	70	<input type="checkbox"/>	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	71	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80414	72	<input type="checkbox"/>	Wood Fence Sight Screen	Aug. 1, 2019	April 1, 2020
80427	73	<input checked="" type="checkbox"/>	Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	74	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

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

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

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80317	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	Aug. 1, 2019

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

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

## **COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

- "(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

**“109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
  - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and



	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%

80391

## **DISPOSAL FEES (BDE)**

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

- "(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
- (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
  - b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
  - c. Quantities of materials, prices and extensions.
  - d. Transportation of materials.
  - e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

(9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

80402

## **TRAFFIC CONTROL DEVICES - CONES (BDE)**

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

“(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts.”

Revise Article 1106.02(b) of the Standard Specifications to read:

“(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer's specifications such that they are not moved by wind or passing traffic.”

80409

**WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports ..... 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

## DuPage County Prevailing Wage Rates posted on 7/15/2021

Trade Title	Rg	Type	C	Overtime										
				Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	ALL		44.40	45.40	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.85	41.96	1.5	1.5	2.0	2.0	14.42	12.61	0.00	0.82	
BOILERMAKER	All	BLD		52.61	57.34	2.0	2.0	2.0	2.0	6.97	22.34	0.00	1.40	
BRICK MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
CARPENTER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
CEMENT MASON	All	ALL		47.50	49.50	2.0	1.5	2.0	2.0	16.75	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		42.80	42.80	1.5	1.5	2.0	2.0	11.45	14.27	0.00	0.94	
COMMUNICATION TECHNICIAN	All	BLD		34.25	37.05	1.5	1.5	2.0	2.0	12.60	23.04	2.75	0.68	0.10
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10
ELECTRICIAN	All	BLD		41.83	46.08	1.5	1.5	2.0	2.0	12.85	27.00	6.85	0.85	0.10
ELEVATOR CONSTRUCTOR	All	BLD		60.42	67.97	2.0	2.0	2.0	2.0	15.87	19.31	4.83	0.64	
FENCE ERECTOR	NE	ALL		45.67	47.67	1.5	1.5	2.0	2.0	13.68	16.39	0.00	0.65	
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		47.73	49.23	1.5	2.0	2.0	2.0	14.99	23.42	0.00	1.43	
HEAT/FROST INSULATOR	All	BLD		51.80	54.91	1.5	1.5	2.0	2.0	14.42	15.36	0.00	0.82	
IRON WORKER	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		45.90	46.65	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
LATHER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		37.00	50.10	1.5	1.5	2.0	2.0	11.70	19.10	0.00	0.93	
MARBLE MASON	All	BLD		47.71	52.48	1.5	1.5	2.0	2.0	11.70	20.53	0.00	1.02	
MATERIAL TESTER I	All	ALL		35.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MATERIALS TESTER II	All	ALL		40.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MILLWRIGHT	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
OPERATING ENGINEER	All	BLD	1	53.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	2	52.30	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	3	49.75	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	



OPERATING ENGINEER	All	BLD	4	48.00	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	5	57.35	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	6	54.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	7	56.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	51.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	2	51.25	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	3	49.20	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	4	47.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	5	46.60	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	6	54.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	7	52.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
ORNAMENTAL IRON WORKER	E	ALL		52.13	54.63	2.0	2.0	2.0	2.0	14.23	23.99	0.00	1.25	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		49.30	51.30	1.5	1.5	1.5	2.0	19.08	4.15	0.00	1.10	
PAINTER - SIGNS	All	BLD		40.74	45.75	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIIVER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
PIPEFITTER	All	BLD		52.00	55.00	1.5	1.5	2.0	2.0	11.60	21.85	0.00	2.92	
PLASTERER	All	BLD		48.60	51.52	1.5	1.5	2.0	2.0	11.70	20.98	0.00	1.02	
PLUMBER	All	BLD		52.80	55.95	1.5	1.5	2.0	2.0	16.45	16.75	0.00	1.47	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.23	13.91	0.00	0.91	
SHEETMETAL WORKER	All	BLD		51.83	54.42	1.5	1.5	2.0	2.0	11.22	19.08	0.00	1.45	2.46
SPRINKLER FITTER	All	BLD		51.75	54.50	1.5	1.5	2.0	2.0	13.90	17.00	0.00	0.75	
STEEL ERECTOR	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
TERRAZZO FINISHER	All	BLD		44.54	44.54	1.5	1.5	2.0	2.0	11.45	18.64	0.00	0.97	
TERRAZZO MASON	All	BLD		48.38	51.88	1.5	1.5	2.0	2.0	11.45	18.10	0.00	1.00	
TILE MASON	All	BLD		49.75	53.75	1.5	1.5	2.0	2.0	11.45	17.98	0.00	1.02	
TRAFFIC SAFETY WORKER	All	HWY		38.50	40.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRUCK DRIVER	All	ALL	1	40.06	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	2	40.21	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	3	40.41	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	4	40.61	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TUCKPOINTER	All	BLD		48.25	49.25	1.5	1.5	2.0	2.0	8.79	20.47	0.00	1.01	

## **Legend**

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL

## EXPLANATION OF CLASSES

**ASBESTOS - GENERAL** - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

**ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

## TRAFFIC SAFETY

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

## CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when

used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (Integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble; holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

**MATERIAL TESTER I:** Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

**MATERIAL TESTER II:** Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators; outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching

## Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader, Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two

Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or tumapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state

which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

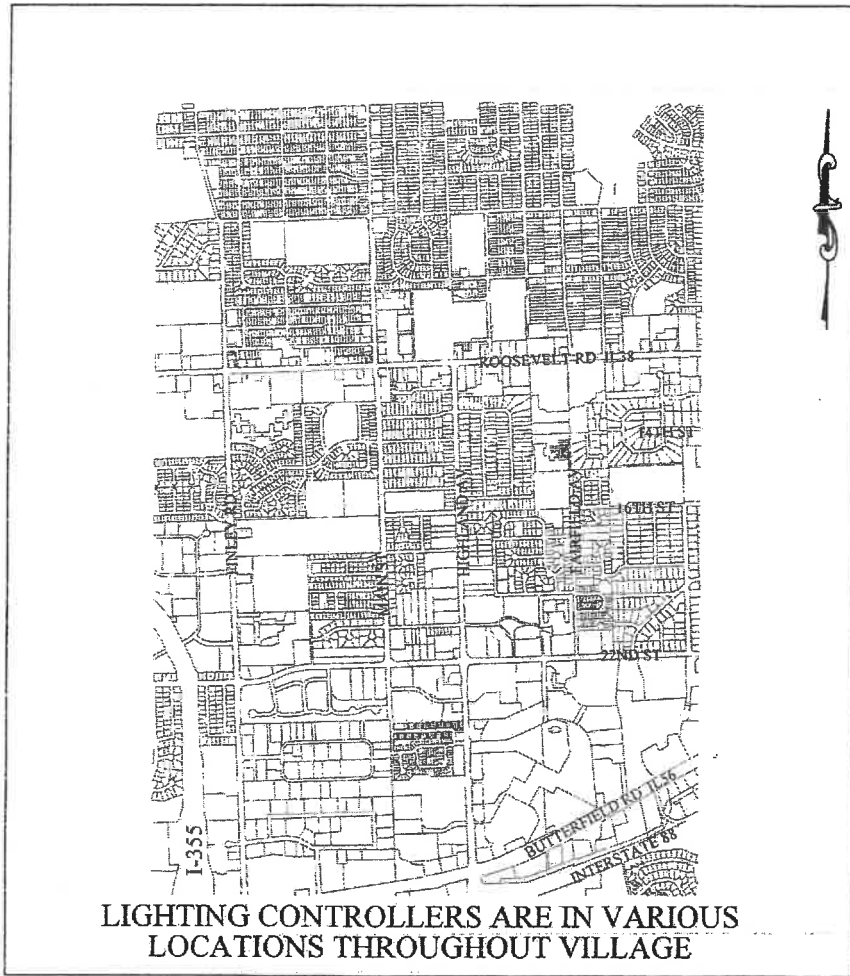
Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

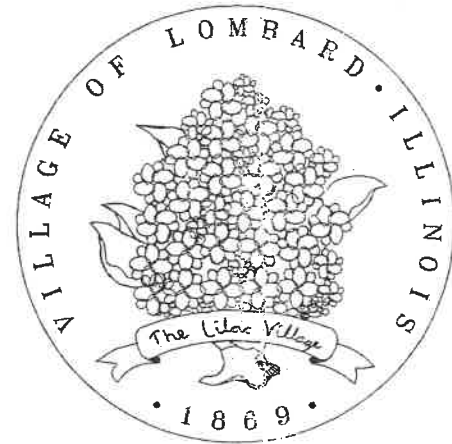


CALL J.U.L.I.E. BEFORE YOU DIG  
J.U.L.I.E. PHONE NUMBER "811" OR 1-800-892-0123



# Village of Lombard Master Disconnect Switch Installations

MFT Section No. 21-00000-03-GM



BOARD OF TRUSTEES

Keith Giagnorio - Village President

Sharon Kuderna - Village Clerk

INDEX OF SHEETS

1. COVER SHEET
2. GENERAL NOTES & SUMMARY OF QUANTITIES
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8. CONTROLLER LOCATIONS & PROPOSED DISCONNECT TYPES

Dan Whittington - District 1

Andrew Honig - District 4

Anthony Pucio - District 2

Dan Militello - District 5

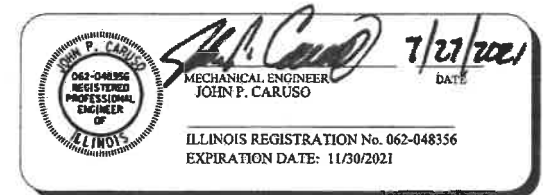
Reid Foltyniewicz - District 3

William Ware - District 6

Scott R. Niehaus - Village Manager

T-39-N, R-11-E, SEC. 17 & 21  
YORK TOWNSHIP  
DUPAGE COUNTY

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR  
JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION  
AND MEANS/METHODS OF CONSTRUCTION



PLANS PREPARED BY:

**CB** CHRISTOPHER B. BURKE ENGINEERING, LTD.  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

PROFESSIONAL DESIGN FIRM NO.: 184-001175  
EXPIRATION DATE: 04/30/2023

NO.	DATE	REVISION	BY	SCALE: NO SCALE	Village of Lombard Department of Public Works PHONE (630) 620-5740 FAX (630) 620-5982	PROJECT: MASTER DISCONNECT SWITCH INSTALLATIONS PHASE II	TITLE: COVER SHEET	DATE: 7/27/2021 SHEET 1 OF 8 FILE: \\Lombard\2022\06\01\21-00000-03-GM.dwg
				DRAWN BY: LRR DATE: 7/27/2021				
				CHECKED BY: GAH DATE:				
				APPROVED BY: JPC DATE:				



## SPECIFICATIONS, STANDARDS & SPECIAL PROVISIONS

- ALL REFERENCES TO STANDARD SPECIFICATIONS IN THESE GENERAL NOTES SHALL BE INTERPRETED TO MEAN THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, JANUARY 1, 2012 AND THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS", ADOPTED JANUARY 1, 2014.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS; THE LATEST EDITION OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR THE STREETS AND HIGHWAYS", (IMUTCD), THE "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS" (SSTCI), "THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" MAY 1996 FIFTH EDITION, THE "DETAILS" IN THE PLANS AND THE "SPECIAL PROVISIONS, 1001- STANDARD DRAWINGS, AND THE VILLAGE OF LOMBARD STANDARD DRAWINGS" INCLUDED IN THE CONTRACT DOCUMENTS.
- IN THE GENERAL NOTES, ALL REFERENCES TO ENGINEER SHALL BE INTERPRETED AS THE RESIDENT ENGINEER.
- ALL TRAFFIC CONTROL AND OTHER ADVISORY SIGNS NEEDED FOR CONSTRUCTION ARE TO BE FURNISHED BY THE CONTRACTOR IN ACCORDANCE WITH SECTION 701 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

## UTILITIES

- PRIOR TO THE START OF THE CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH UTILITY COMPANIES. THE LOCATION OF PUBLIC OR PRIVATE UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND THE VILLAGE DOES NOT GUARANTEE THEIR ACCURACY. THE CONTRACTOR WILL BE REQUIRED TO ASCERTAIN THE EXACT LOCATION OF SUCH UTILITIES AND EXERCISE CARE DURING CONSTRUCTION OPERATIONS SO AS NOT TO DAMAGE THEM IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND ARTICLE 107.31 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNERS OF ALL EXISTING UTILITIES SO THAT THEIR FACILITIES MAY BE LOCATED AND ADJUSTED OR MOVED.
- BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL "J.U.L.I.E." AT (800) 892-0123 OR 811 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE AND GAS UTILITIES. 48 HOUR NOTIFICATION IS REQUIRED.
- THE VILLAGE WILL LOCATE EXISTING SANITARY AND WATER SERVICES TO THE INDIVIDUAL RESIDENCES WITHIN THE PROJECT LIMITS. THESE SERVICES WILL BE LOCATED ONE TIME ONLY. FROM THEN ON THE CONTRACTOR SHALL DOCUMENT AND BE RESPONSIBLE FOR MAINTAINING KNOWLEDGE OF THE LOCATIONS OF THESE SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AS-BUILT KNOWLEDGE OF THE LOCATION OF THE NEWLY INSTALLED UNDERGROUND FACILITIES. THE VILLAGE WILL NOT BE RESPONSIBLE FOR LOCATING NEW UNDERGROUND FACILITIES FOR THE CONTRACTOR. THIS IS IN EFFECT UNTIL FINAL PAYMENT FROM THE VILLAGE. FOR THE DURATION OF THE CONTRACT, THE CONTRACTOR SHALL MAKE THE AS-BUILT UNDERGROUND UTILITY INFORMATION AVAILABLE TO THE VILLAGE WHENEVER REQUESTED. IN THE EVENT OF A "JULIE" CALL WITHIN THE PROJECT LIMITS, THE VILLAGE OR ITS AGENT WILL NOTIFY THE CONTRACTOR TO MARK ANY UTILITIES STILL UNDER THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ABOVE AND BELOW GROUND UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER OR THE VILLAGE. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.
- WHENEVER DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DRAINAGE STRUCTURES SUCH THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL UTILITY STRUCTURES SHALL BE FREE FROM DIRT AND DEBRIS. THE WORK SPECIFIED ABOVE WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE CONTRACT.
- THE CONTRACTOR SHALL RECEIVE NO ADDITIONAL COMPENSATION FOR CONSTRUCTION STAGING NECESSARY TO ACCOMMODATE UTILITY RELOCATION OR ADJUSTMENT AND/OR FOR DELAYS CAUSED BY UTILITY RELOCATION OR ADJUSTMENT.

## STREET LIGHTING REQUIREMENTS FOR CONTRACTORS & RESIDENT ENGINEERS

- ELECTRICAL CONTRACTOR SHALL APPLY FOR A VILLAGE OF LOMBARD BUILDING PERMIT FOR ELECTRICAL CABINET INSTALLATION (NO FEE WILL BE CHARGED)
- ITEMS NEEDED WITH APPLICATION ARE:  
• CERTIFICATE OF INSURANCE.  
• COPY OF ELECTRICAL LICENSE  
• 2 SETS OF ORIGINAL APPROVED DRAWINGS FOR UL LISTED AND LABELED STREET LIGHTING CABINET.
- WHEN CALLED BY THE VILLAGE OF LOMBARD BUILDING DEPARTMENT THAT THE PERMIT IS READY, ELECTRICAL CONTRACTOR SHALL PICK UP PERMIT.
- ONCE INSTALLATION IS COMPLETE IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO CALL THE BUILDING DEPARTMENT AT (630)620-5750 AND SCHEDULE AN INSPECTION FOR THE ELECTRICAL PANEL. CONTRACTOR WILL RECEIVE A DATE OF INSPECTION.
- THE CONTRACTOR IS THEN TO CHECK THE PANEL OR CALL THE BUILDING DEPARTMENT AT (630) 620-5750 THE DAY AFTER THE INSPECTION FOR THE RESULTS OF THE INSPECTION. A YELLOW TAG MEANS THAT IT HAS PASSED INSPECTION, A RED TAG MEANS THAT IS HAS FAILED AND THERE IS AN INSPECTION SHEET IN THE ELECTRICAL METER PANEL STATING WHAT NEEDS TO BE CORRECTED. IF THE INSTALLATION IS YELLOW TAGGED THE BUILDING INSPECTOR WILL CALL COMED AND REQUEST ELECTRICAL SERVICE BE CONNECTED AND METER INSTALLED.
- IF THE INSTALLATION HAS BEEN RED TAGGED THE CONTRACTOR SHALL COMPLETE PROBLEMS THE BUILDING INSPECTOR HAS NOTED.
- THE ELECTRICAL CONTRACTOR SHALL CALL THE VILLAGE OF LOMBARD BUILDING DEPARTMENT FOR A SECOND INSPECTION. IF CABINET PASSES THIS TIME IT WILL BE YELLOW TAGGED AND THE BUILDING INSPECTOR WILL CALL COMED AND REQUEST ELECTRICAL SERVICE BE CONNECTED AND METER INSTALLED.
- THE STREET LIGHTING SYSTEM WILL THEN BE TEST BURNED FOR 2 CONSECUTIVE DAYS AND NIGHTS.

## LIGHTING

- ALL STREET LIGHTING SYSTEMS AFFECTED BY CONSTRUCTION SHALL BE OPERATIONAL EVERY NIGHT DURING CONSTRUCTION OPERATIONS FROM DUSK TILL DAWN.
- ALL WORK TO CONFORM TO THE NATIONAL ELECTRICAL CODE AND ANY LOCAL APPLICABLE CODES.
- ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A PERMIT FROM THE VILLAGE BEFORE START OF WORK.
- NO MATERIALS SHALL BE DELIVERED TO THE JOB SITE UNTIL ALL EQUIPMENT SUBMITTALS HAVE BEEN APPROVED BY THE VILLAGE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND CONTACTING COM ED FOR ALL REQUIRED DISCONNECTIONS AND RECONNECTIONS OF THE ELECTRIC SERVICE CONNECTIONS TO THE INDIVIDUAL LIGHTING CONTROLLERS
- THE CONTRACTOR AND THE ENGINEER SHALL INSPECT ALL EXISTING LIGHT STANDARDS AND LUMINAIRES BEFORE ANY WORK COMMENCES ON THIS PROJECT. ANY AND ALL DEFICIENCIES SHALL BE RECORDED AND THE LIGHTING SYSTEM SHALL THEN BECOME THE RESPONSIBILITY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE OF THE PROPOSED LIGHTING SYSTEM BY THE VILLAGE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BONDING AND GROUNDING OF EXISTING METER FITTINGS AND PROPOSED DISCONNECT SWITCHES AND RECONNECTION TO EXISTING LIGHTING CONTROLLER GROUNDING SYSTEMS PER NEC ART. 250 AND VILLAGE OF LOMBARD BUILDING CODES.

## MISCELLANEOUS

- DIMENSIONS: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION.
- ALL WASTE MATERIAL SHALL BE LEGALLY DISPOSED OF OUTSIDE THE LIMITS OF THE RIGHT-OF-WAY AT THE CONTRACTOR'S EXPENSE.
- PAY ITEMS IN THE SUMMARY OF QUANTITIES HAVE BEEN ESTIMATED. IF, IN THE ENGINEER'S OPINION, THE WORK IS NOT REQUIRED, THE ITEM WILL BE DEDUCTED FROM THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- BARRICADES: THE CONTRACTOR SHALL PROVIDE AND INSTALL TWO (2) WEIGHTED SAND BAGS ON EACH TYPE I OR II BARRICADE USED. (ONE (1) WEIGHTED BAG ACROSS EACH BOTTOM RAIL.)

## ELECTRICAL NOTES

- COMPLIANCE WITH ARTICLE 230 AND 250 OF THE NEC PARTICULARLY SEC. 250.24 IS REQUIRED. THIS INVOLVES FIRST POINT OF DISCONNECT BEING THE POINT OF GROUNDING/BONDING ON THE SUPPLY SIDE OF THE SERVICE. THE NEW EXTERIOR DISCONNECT WILL NOW BE THE FIRST POINT OF DISCONNECT. CONTRACTOR SHALL MAKE ALL REQUIRED GROUNDING/BONDING MODIFICATIONS SO AS TO COMPLY WITH THE ABOVE ARTICLES.
- ALL EXTERIOR CONDUIT ENTRIES SHALL BE PROVIDED WITH SEALING LOCK NUTS.
- ALL CONDUITS ENTERING ENCLOSURES SHALL BE SEALED WITH DUCT-SEAL, SEE SEC. 300.7 OF THE NEC.
- NO NEUTRAL BONDING ON LOAD SIDE IS PERMITTED (RELATIVE TO NOTE 1 ABOVE) SO ALL PREVIOUS NEUTRAL BONDING, ON LOAD SIDE NOW, SHALL BE DISCONNECTED AND REESTABLISHED VIA THE GROUNDING/BONDING CONNECTION POINT OF THE PROPOSED DISCONNECT SWITCH.
- SUPPORT OF SEAL TIGHT SHALL BE COMPLIANT WITH SEC.350.30(A) OF THE NEC.
- DISCONNECTS SHALL BE SUITABLE FOR USE AS SERVICE EQUIPMENT.
- DISCONNECTS SHALL BE LABELED AS SUCH AND PROVIDED WITH ARC-FLASH WARNING LABELS, SEE PLANS.
- PER SEC. 250.56 OF THE NEC, RESISTANCE OF THE GROUND ROD REQUIRES TESTING OF A SINGLE ROD OR THE INSTALLATION OF A SECOND ROD NOT LESS THAN 6 FEET FROM THE FIRST. IF THE FIRST ROD DOES NOT MEET MINIMUM RESISTANCE REQUIREMENTS, CONTRACTOR TO VERIFY RESISTANCE AT EACH LOCATION. COST OF ADDITIONAL GROUND RODS SHALL BE INCIDENTAL TO UNIT PRICE AT EACH DISCONNECT INSTALLATION.
- WHERE METAL CONDUIT IS USED FOR THE GROUNDING ELECTRODE CONDUCTOR (G.E.C), THE CONDUIT SHALL BE BONDED TO THAT ELECTRODE AT BOTH ENDS WITH FITTINGS LISTED FOR THE LOCATION.
- WHERE ENCLOSURES ARE MODIFIED BY ADDING CONDUIT OPENINGS, THE FITTINGS FOR THE CONDUITS SHALL BE PROVIDED WITH SEALING LOCK NUTS TO PREVENT THE ENTRY OF MOISTURE.
- SUPPLY SIDE BONDING REQUIRED IS TO BE SIZED PER TABLE 250.66 OF THE NEC. THE CONNECTIONS TO THE ENCLOSURES AND CONDUITS SHALL BE DONE USING LISTED AND LOCATION APPROPRIATE BONDING FITTINGS.
- THE NEW ORIGIN POINT OF THE CONTROLLER ELECTRIC SERVICE BONDING/GROUNDING IS TO BE AT THE NEW EXTERIOR DISCONNECT. THE EXISTING NEUTRAL BUS AND BONDING CONNECTION POINTS SHALL BE DE-BONDED AND THE NEUTRAL AT THE CONTROLLER ENCLOSURE SHALL BE REESTABLISHED UTILIZING THE NEW SERVICE DISCONNECT GROUNDING POINT OF ORGIN.
- IF NEW OR ADDITIONAL GROUND RODS ARE REQUIRED THE NEW GROUND SHALL BE CONNECTED VIA A MECHANICAL CONNECTION AND THE NEW GROUND ROD SHALL INCLUDE A HARGER "SCREW ON" TYPE GROUND ROD RECEPTACLE CAST IN CONCRETE AND FLUSH WITH GRADE. THE COST FOR THE LABOR AND MATERIAL SHALL BE INCIDENTAL TO THE CONTRACT.

## SCHEDULE OF QUANTITIES

CODE NO.	DESCRIPTION	UNIT	QUANTITY
80400100	ELECTRIC SERVICE INSTALLATION	1	EACH
80400200	ELECTRIC UTILITY SERVICE CONNECTION	1	L SUM
81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL 2" DIA.	500	FOOT
81702400	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 3-1/C NO. 2	500	FOOT
82500335	LIGHTING CONTROLLER, PEDESTAL MOUNTED, 240V, 100 AMP	1	EACH
*84500120	REMOVAL OF ELECTRIC SERVICE INSTALLATION	1	EACH
*X8950114	MODIFY EXISTING CONTROLLER AND CABINET	2	EACH
*X8950107	LIGHTING CONTROLLER CABINET REMOVAL	1	EACH
.	MODIFY EXISTING ELECTRIC SERVICE INSTALLATION	5	EACH
.	ELECTRICAL CONNECTIONS TO EXISTING LIGHTING SYSTEMS	2	EACH
.	INSTALL NEW 60AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH	9	EACH
.	INSTALL NEW 100AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH	71	EACH
.	INSTALL NEW 200AMP, 120/240V, 1 PHASE, 2 POLE DISCONNECT SWITCH	19	EACH
*Z0033024	MAINTENANCE OF EXISTING LIGHTING SYSTEMS	1	L SUM

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(847) 823-0500

CLIENT:



**VILLAGE OF LOMBARD**

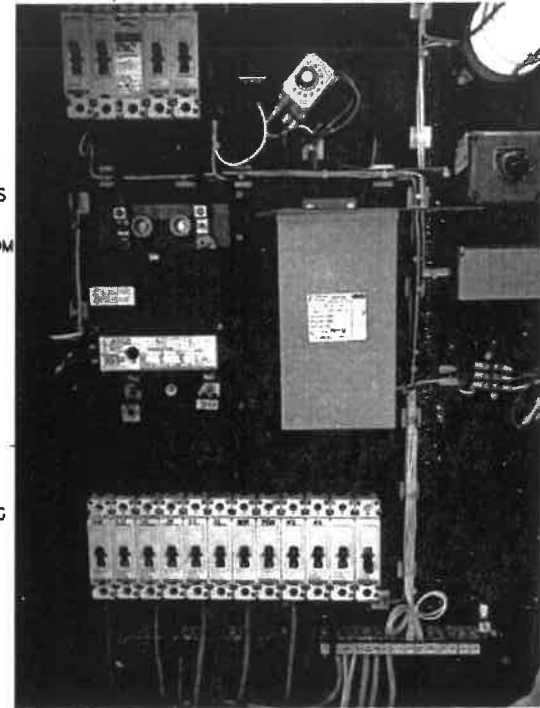
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FILE NAME	H:\Lombard\200305\Mech\GH_200305_02.sht	

TITLE:

**MASTER DISCONNECT SWITCH  
INSTALLATIONS PHASE II  
GENERAL NOTES & SUMMARY OF QUANTITIES**

PROJ. NO. 200305  
DATE: 4/20/2021  
SHEET 2 OF 8  
DRAWING NO.  
**GN**

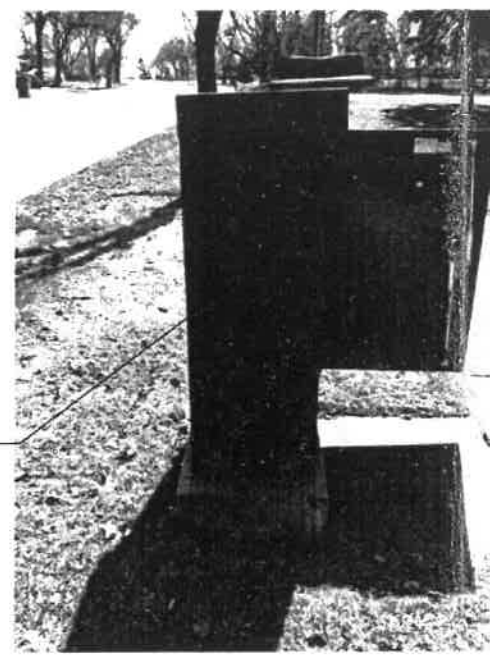
REMOVE EXISTING SERVICE ENTRANCE CONDUCTORS BETWEEN THE LOAD SIDE OF THE METER FITTING & MAIN BREAKER.



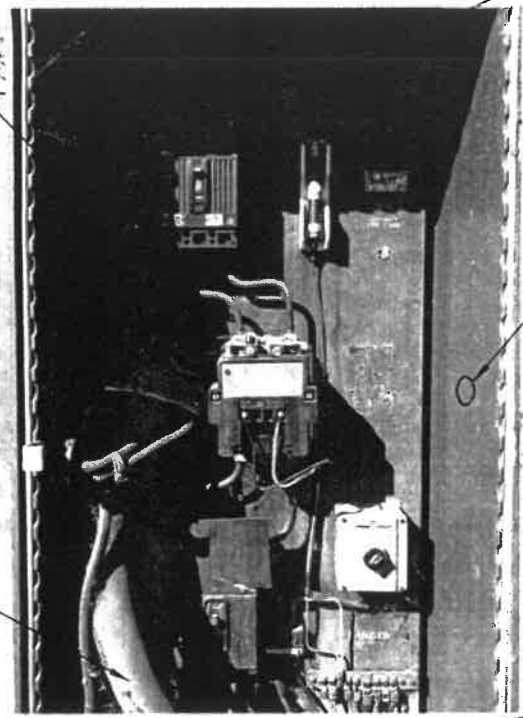
ROUTE PROPOSED XLP-TYPE USE CABLES TO LINE SIDE OF EXISTING MAIN CIRCUIT BREAKER FROM PROPOSED 100A DISCONNECT SWITCH

DRILL HOLE IN EXISTING CABINET AND INSTALL NEW CONDUIT NIPPLE & BUSHINGS FOR INCOMING XLP-TYPE USE CABLES FEEDING FROM NEW DISCONNECT SWITCH

DRILL HOLE IN EXISTING CABINET AND INSTALL NEW CONDUIT NIPPLE & BUSHINGS FOR INCOMING XLP-TYPE USE CABLES FEEDING FROM NEW 100A DISCONNECT SWITCH



REMOVE EXISTING CONDUCTORS FROM LOAD SIDE OF COM ED METER FITTING TO EXISTING MAIN BREAKER.



ROUTE PROPOSED XLP-TYPE USE CABLES FROM PROPOSED DISCONNECT SWITCH TO EXISTING MAIN BREAKER

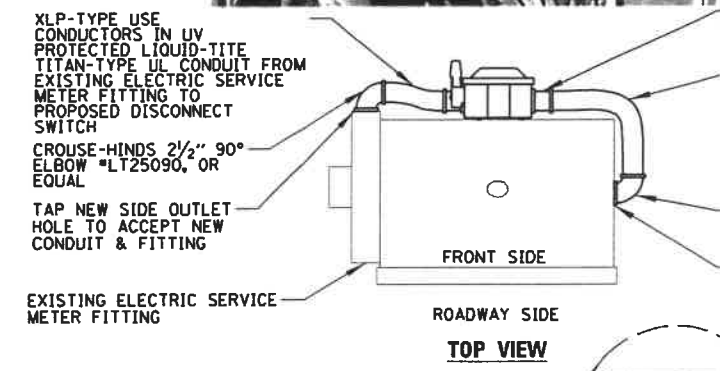
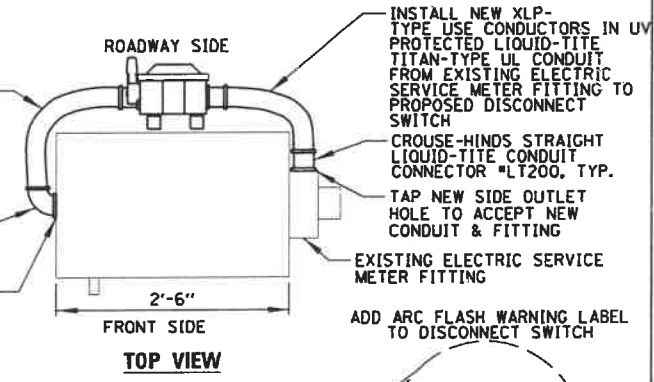
DRILL HOLE IN SIDE OF EXISTING CABINET AND INSTALL CONDUIT NIPPLE & BUSHINGS FOR INCOMING XLP-TYPE USE CABLES FROM PROPOSED CABINET MOUNTED DISCONNECT SWITCH



INCOMING COM ED SERVICE ENTRANCE CONDUCTORS IN FLEXIBLE CONDUIT TO REMAIN

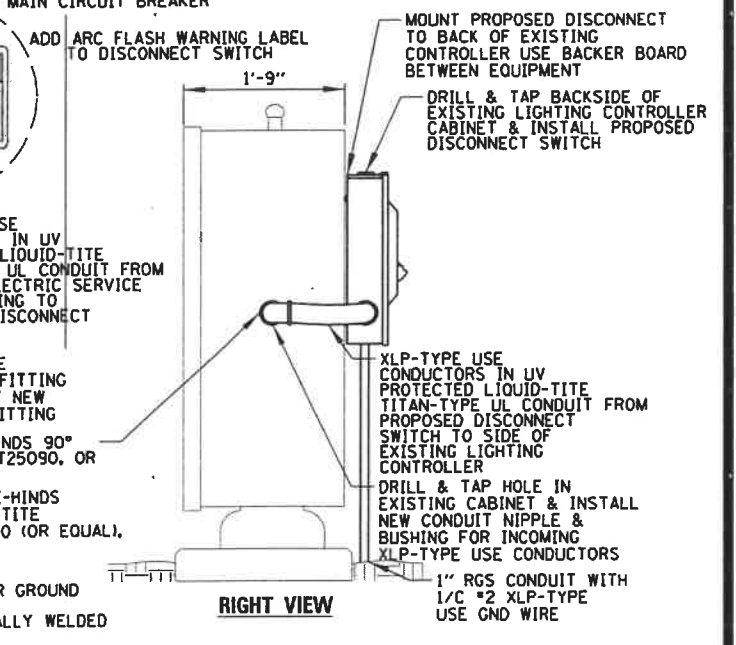
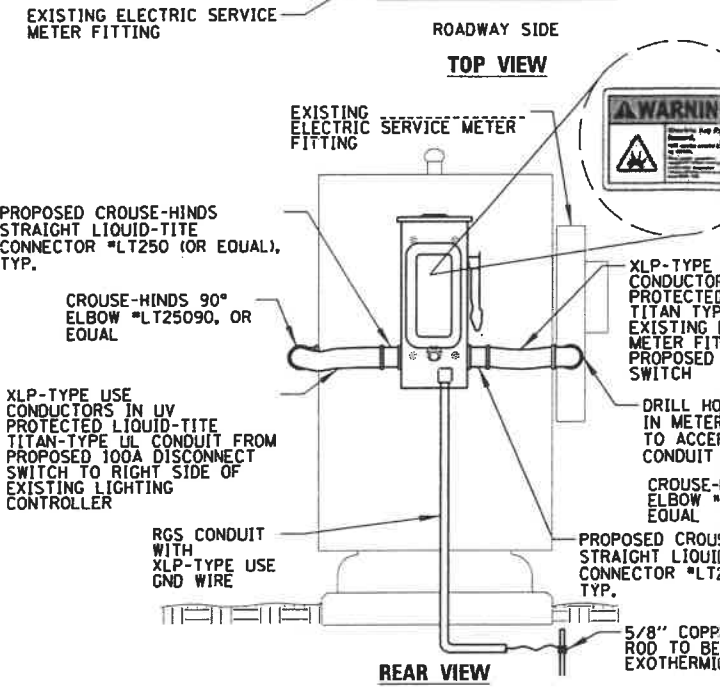
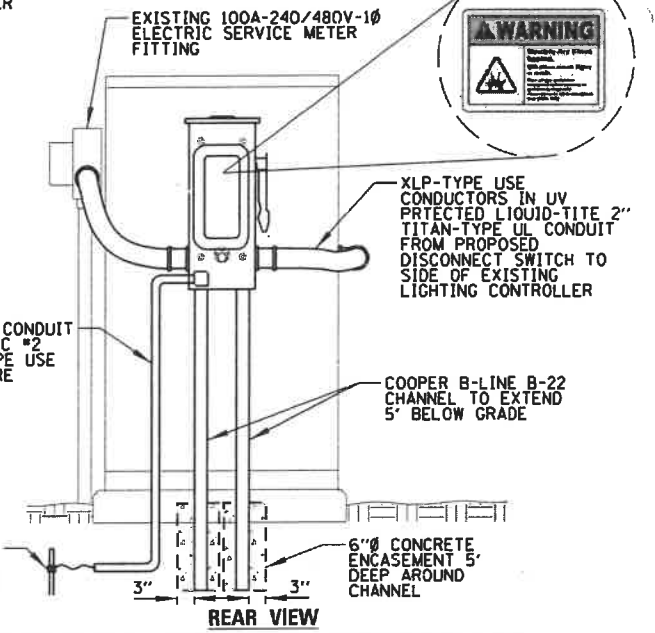
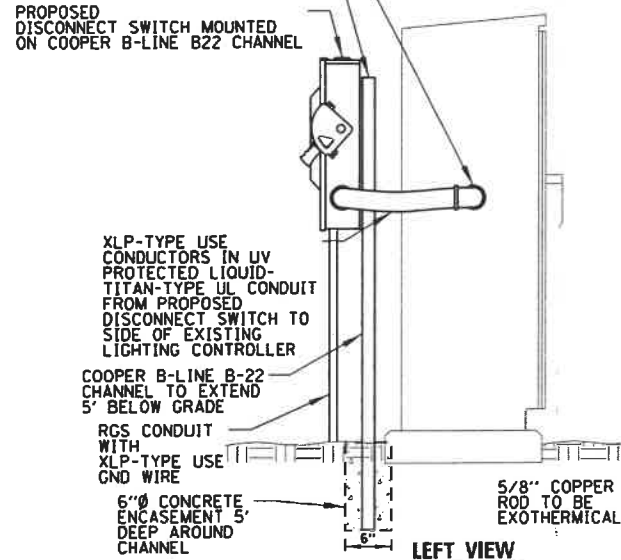
XLP-TYPE USE CONDUCTORS IN UV PROTECTED LIQUID-TITE TITAN-TYPE UL CONDUIT FROM EXISTING ELECTRIC SERVICE METER FITTING TO PROPOSED DISCONNECT SWITCH  
CROUSE-HINDS STRAIGHT LIQUID-TITE CONNECTOR \*LT200, TYP.  
TAP NEW SIDE OUTLET HOLE TO ACCEPT NEW CONDUIT & FITTING  
EXISTING ELECTRIC SERVICE METER FITTING  
ADD ARC FLASH WARNING LABEL TO DISCONNECT SWITCH

PROPOSED CROUSE-HINDS STRAIGHT LIQUID-TITE CONNECTOR \*LT250 (OR EQUAL), TYP.  
XLP-TYPE USE CONDUCTORS IN UV PROTECTED LIQUID-TITE TITAN-TYPE UL CONDUIT FROM PROPOSED DISCONNECT SWITCH TO SIDE OF EXISTING LIGHTING CONTROLLER  
PROPOSED CROUSE-HINDS LIQUID-TITE 90° ELBOW \*LT25090, OR EQUAL  
ROUTE PROPOSED XLP-TYPE USE CONDUCTORS FROM PROPOSED DISCONNECT TO EXISTING MAIN CIRCUIT BREAKER



DRILL HOLE IN EXISTING CABINET AND INSTALL NEW CONDUIT NIPPLE & BUSHINGS FOR INCOMING XLP-TYPE USE CABLES FEEDING FROM NEW DISCONNECT SWITCH  
FASTEN PROPOSED DISCONNECT SWITCH TO PROPOSED UNI-STRUT CHANNELS  
PROPOSED DISCONNECT SWITCH MOUNTED ON COOPER B-LINE B22 CHANNEL

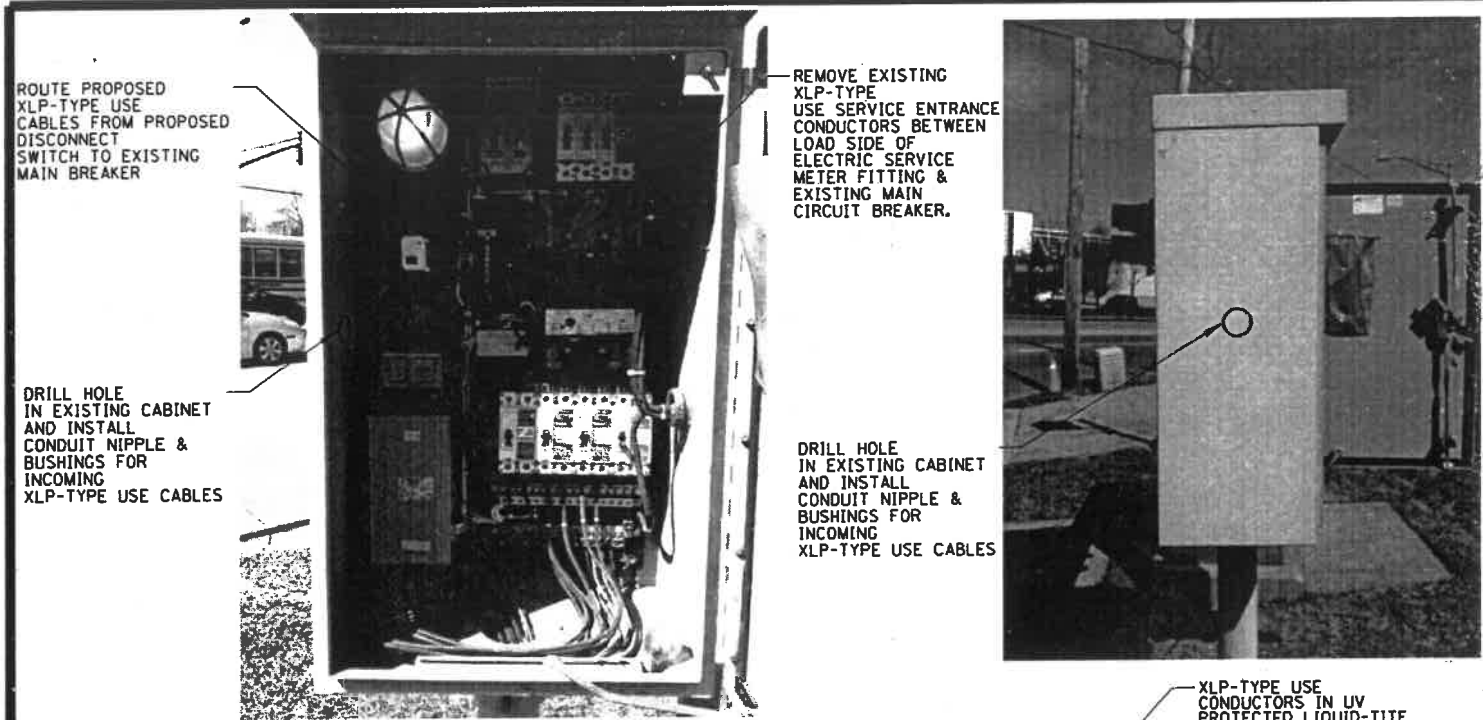
AFTER ENTERING EXISTING LIGHTING CONTROLLER XLP-TYPE USE CONDUCTORS TO BE INSTALLED ON LINE SIDE OF EXISTING MAIN CIRCUIT BREAKER



TYPICAL TYPE III AND IV PAINTED ALUMINIUM LIGHTING CONTROLLER  
N.T.S.

TYPICAL TYPE III CAST ALUMINIUM LIGHTING CONTROLLER  
N.T.S.

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DSGN.	GAH
					DWN.	LRR
					CHKD.	JPC
					SCALE:	N.T.S.
					PLOT DATE:	4/20/2021
					CAD USER:	tkudla
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ROUTE PROPOSED XLP-TYPE USE CABLES FROM PROPOSED DISCONNECT SWITCH TO EXISTING MAIN BREAKER

DRILL HOLE IN EXISTING CABINET AND INSTALL CONDUIT NIPPLE & BUSHINGS FOR INCOMING XLP-TYPE USE CABLES

REMOVE EXISTING XLP-TYPE USE SERVICE ENTRANCE CONDUCTORS BETWEEN LOAD SIDE OF ELECTRIC SERVICE METER FITTING & EXISTING MAIN CIRCUIT BREAKER.

DRILL HOLE IN EXISTING CABINET AND INSTALL CONDUIT NIPPLE & BUSHINGS FOR INCOMING XLP-TYPE USE CABLES

INSTALL NEW XLP-TYPE USE CABLES FROM LOAD SIDE OF PROPOSED DISCONNECT SWITCH TO EXISTING MAIN BREAKER

DRILL HOLE IN EXISTING CABINET AND INSTALL NEW CONDUIT NIPPLE & BUSHINGS FOR INCOMING XLP-TYPE USE CABLES

REMOVE EXISTING XLP-TYPE USE SERVICE ENTRANCE CONDUCTORS BETWEEN LOAD SIDE OF ELECTRIC SERVICE METER FITTING & EXISTING MAIN CIRCUIT BREAKER.

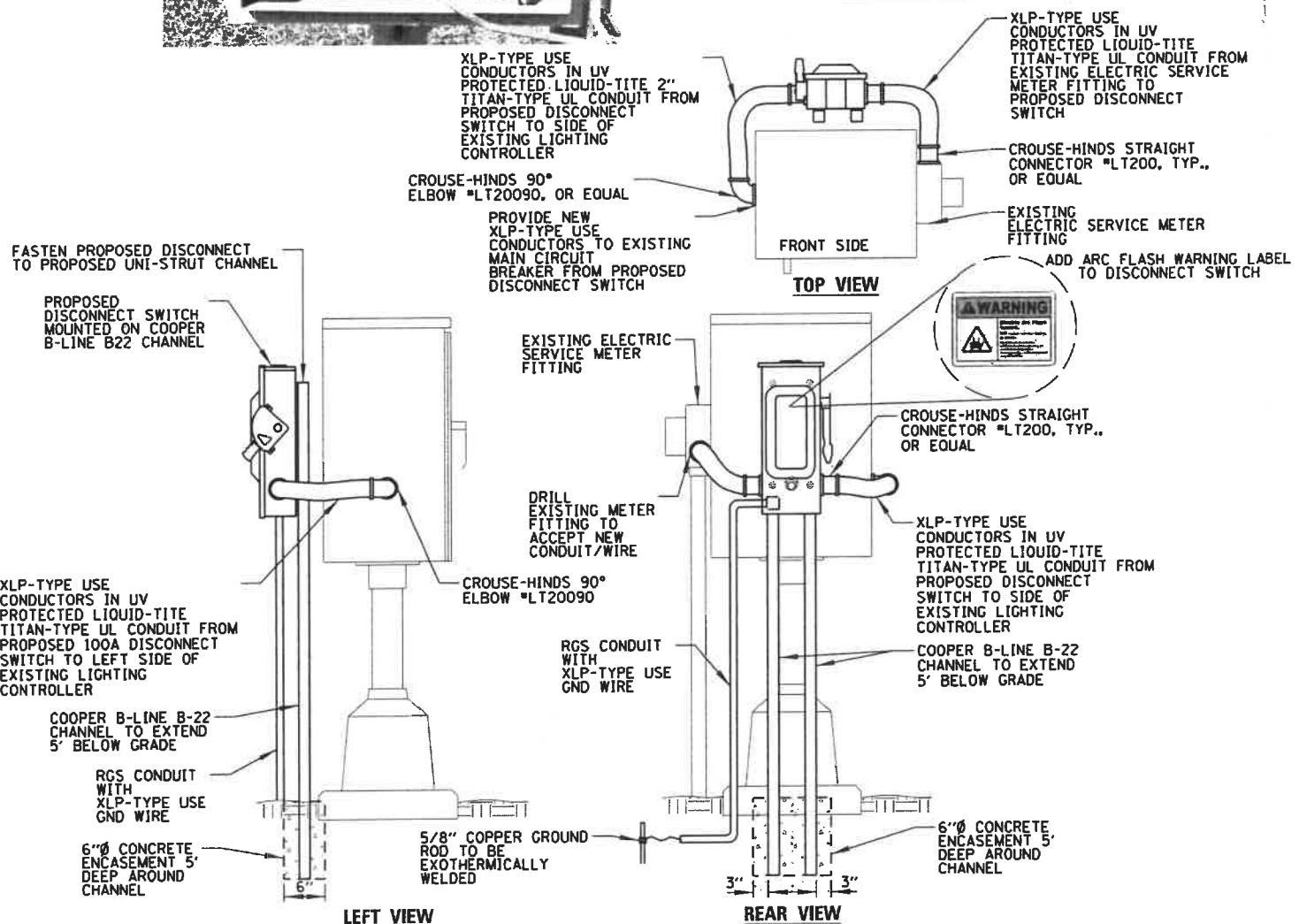
DRILL HOLE IN EXISTING CABINET AND INSTALL NEW CONDUIT NIPPLE & BUSHINGS FOR INCOMING XLP-TYPE USE CABLES

INSTALL NEW XLP-TYPE USE CABLES FROM LOAD SIDE OF PROPOSED DISCONNECT SWITCH TO EXISTING MAIN BREAKER

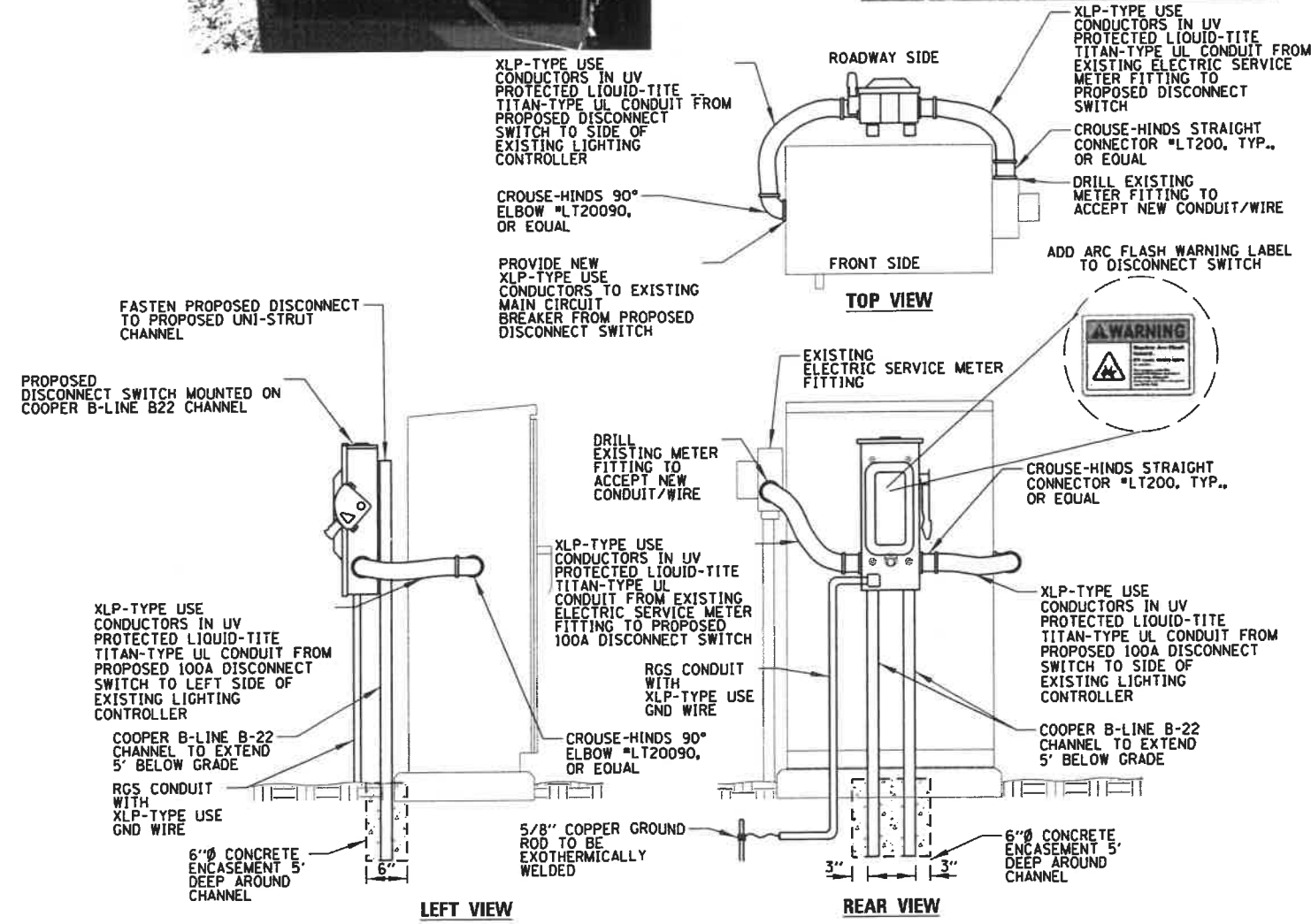
DRILL HOLE IN EXISTING CABINET AND INSTALL NEW CONDUIT NIPPLE & BUSHINGS FOR INCOMING XLP-TYPE USE CABLES

REMOVE EXISTING XLP-TYPE USE SERVICE ENTRANCE CONDUCTORS BETWEEN LOAD SIDE OF ELECTRIC SERVICE METER FITTING & EXISTING MAIN CIRCUIT BREAKER.

DRILL HOLE IN EXISTING CABINET AND INSTALL NEW CONDUIT NIPPLE & BUSHINGS FOR INCOMING XLP-TYPE USE CABLES



**TYPICAL TYPE II & III PEDESTAL MOUNTED PAINTED OR CAST ALUMINUM LIGHTING CONTROLLER**  
N.T.S.



**TYPICAL TYPE IV PAINTED ALUMINUM LIGHTING CONTROLLER**  
N.T.S.

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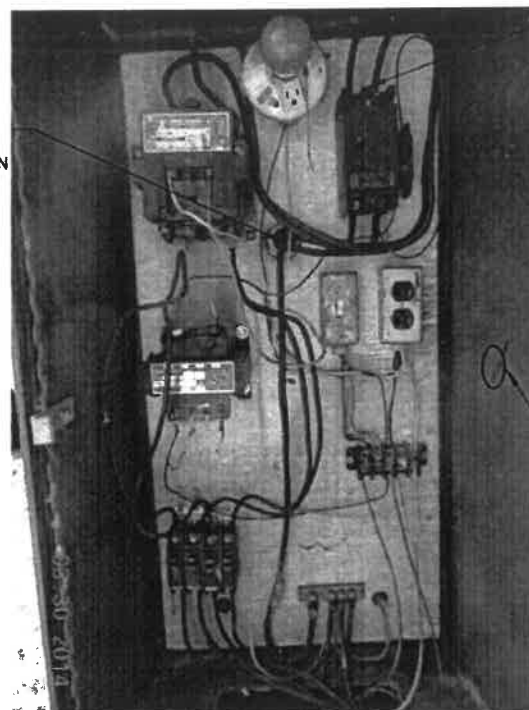
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DSGN	GAH	TITLE
DWN	LRR	<b>MASTER DISCONNECT SWITCH</b>
CHKD.	JPC	<b>INSTALLATIONS PHASE II</b>
SCALE	N.T.S.	<b>LIGHTING CONTROLLER DETAILS - 2</b>
PLOT DATE	4/20/2021	
CAD USER	*kudla	
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REMOVE EXISTING SERVICE ENTRANCE CONDUCTORS BETWEEN LOAD SIDE OF ELECTRIC SERVICE METER FITTING & EXISTING MAIN CIRCUIT BREAKER.



INSTALL NEW XLP-TYPE USE CABLES FROM LOAD SIDE OF PROPOSED DISCONNECT SWITCH TO EXISTING MAIN BREAKER

DRILL HOLE IN EXISTING CABINET AND INSTALL NEW CONDUIT NIPPLE & BUSHINGS & ATTACH PROPOSED DISCONNECT SWITCH TO EXISTING CABINET WITH INCOMING XLP-TYPE USE CABLES



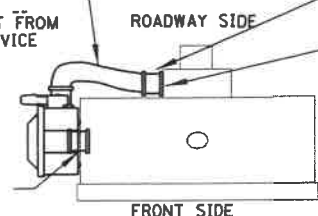
60 AMP

EXISTING MAIN CB SIZE	EXISTING SERVICE ENTRANCE CONDUCTOR SIZE + TYPE	PROPOSED DISCONNECT SWITCH SIZE	PROPOSED CONDUIT SIZE
120/240V, 1Ø, 3 WIRE, 60AMP	3-1/C #6 AWG XLP TYPE USE	60 AMP NON FUSED	1½" RGS + UV PROT. LIQUI-TITE
120/240V, 1Ø, 3 WIRE, 100AMP	3-1/C #2 AWG XLP TYPE USE	100 AMP NON FUSED	2" RGS + UV PROT. LIQUI-TITE
120/240V, 1Ø, 3 WIRE, 200AMP	3-1/C #3/0 AWG XLP TYPE USE	200 AMP NON FUSED	2½" RGS + UV PROT. LIQUI-TITE

**ELECTRIC SERVICE SIZING TABLE**

N.T.S.

XLP-TYPE USE CONDUCTORS IN UV PROTECTED LIQUID-TITE TITAN-TYPE UL CONDUIT FROM EXISTING ELECTRIC SERVICE METER FITTING TO PROPOSED DISCONNECT SWITCH



FRONT SIDE

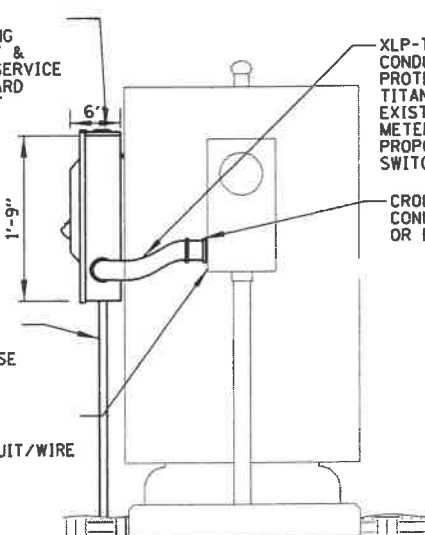
CROUSE-HINDS STRAIGHT CONNECTOR #LT200, TYP., OR EQUAL  
DRILL EXISTING METER FITTING TO ACCEPT NEW CONDUIT/WIRE



ADD ARC FLASH WARNING LABEL TO DISCONNECT SWITCH

PROVIDE NEW XLP-TYPE USE CONDUCTORS TO BE INSTALLED ON LOAD SIDE OF EXISTING MAIN CIRCUIT BREAKER

DRILL & TAP SIDE OF EXISTING LIGHTING CONTROLLER CABINET & INSTALL PROPOSED SERVICE PROVIDE BACKER BOARD BETWEEN DISCONNECT & CABINET



REAR VIEW

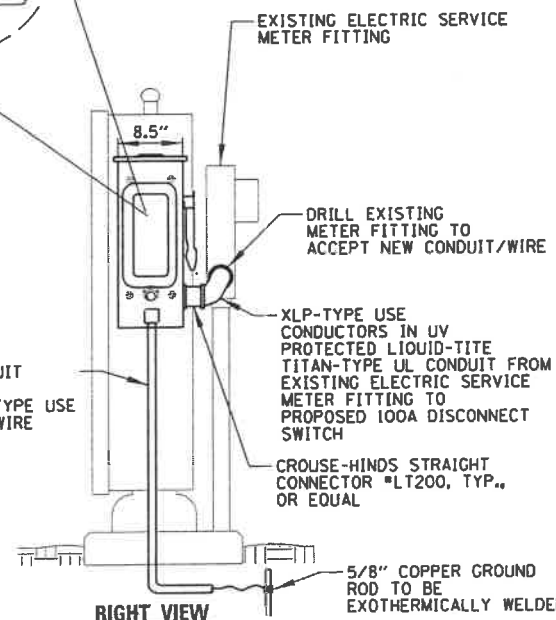
XLP-TYPE USE CONDUCTORS IN UV PROTECTED LIQUID-TITE TITAN-TYPE UL CONDUIT FROM EXISTING ELECTRIC SERVICE METER FITTING TO PROPOSED DISCONNECT SWITCH

CROUSE-HINDS STRAIGHT CONNECTOR #LT200, TYP., OR EQUAL

CONDUIT WITH XLP-TYPE USE GND WIRE

DRILL EXISTING METER FITTING TO ACCEPT NEW CONDUIT/WIRE

CONDUIT WITH XLP-TYPE USE GND WIRE



RIGHT VIEW

EXISTING ELECTRIC SERVICE METER FITTING

DRILL EXISTING METER FITTING TO ACCEPT NEW CONDUIT/WIRE

XLP-TYPE USE CONDUCTORS IN UV PROTECTED LIQUID-TITE TITAN-TYPE UL CONDUIT FROM EXISTING ELECTRIC SERVICE METER FITTING TO PROPOSED 100A DISCONNECT SWITCH

CROUSE-HINDS STRAIGHT CONNECTOR #LT200, TYP., OR EQUAL

5/8" COPPER GROUND ROD TO BE EXOTHERMICALLY WELDED

**TYPICAL TYPE IV CAST ALUMINUM LIGHTING CONTROLLER**

N.T.S.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

CLIENT:



**VILLAGE OF LOMBARD**

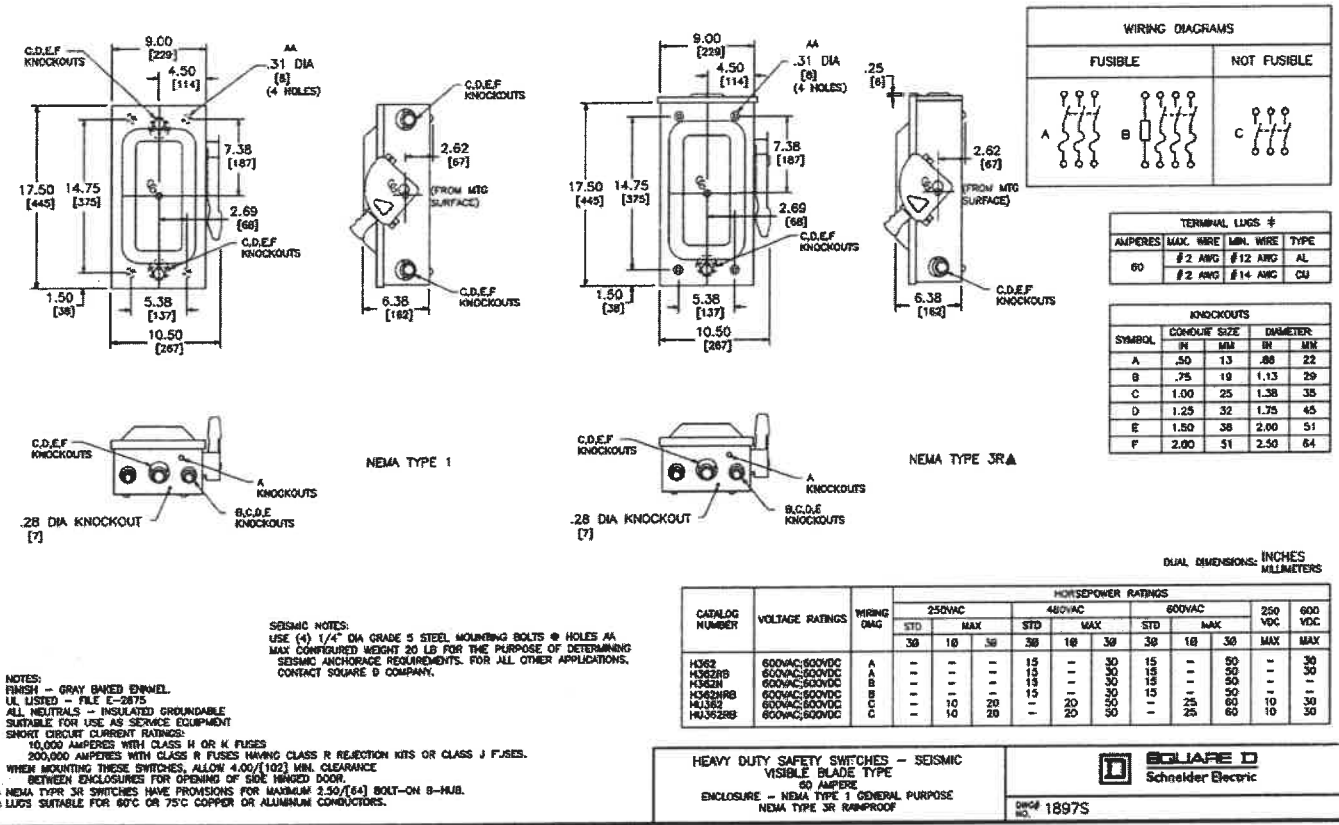
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL

DSGN.	CAH
DWN.	LRR
CHKD.	JPC
SCALE:	N.T.S.
PLOT DATE:	4/20/2021
CAD USER:	*kudia
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TITLE:

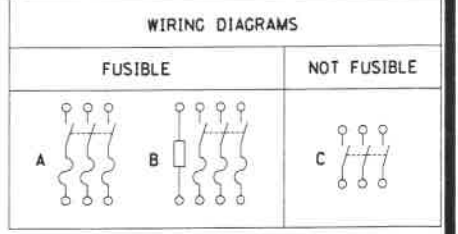
**MASTER DISCONNECT SWITCH  
INSTALLATIONS PHASE II  
LIGHTING CONTROLLER DETAILS - 3**

PROJ. NO. 200305
DATE: 4/20/2021
SHEET 5 OF 8
DRAWING NO.
LGT3



**PROPOSED 60A NON-FUSED DISCONNECT SWITCH**

NOTES:  
 FINISH - GRAY BAKED ENAMEL  
 UL LISTED - FILE E-2875  
 ALL NEUTRALS - INSULATED GROUNDABLE  
 SUITABLE FOR USE AS SERVICE EQUIPMENT  
 SHORT CIRCUIT CURRENT RATINGS:  
 10,000 AMPERES WITH CLASS H OR K FUSES.  
 200,000 AMPERES WITH CLASS R FUSES HAVING CLASS R REJECTION  
 KITS INSTALLED OR CLASS J FUSES.  
 WHEN MOUNTING THESE SWITCHES, ALLOW 4.00 IN / 102 MM MIN. CLEARANCE  
 BETWEEN ENCLOSURES FOR OPENING OF SIDE HINGED DOOR.  
 † NEMA TYPE 3R SWITCHES HAVE PROVISIONS FOR MAXIMUM 2.50 IN / 64 MM BOLT-ON B-HUB.  
 ‡ LUGS SUITABLE FOR 60°C OR 75°C COPPER OR ALUMINUM CONDUCTORS.



WIRING DIAGRAMS

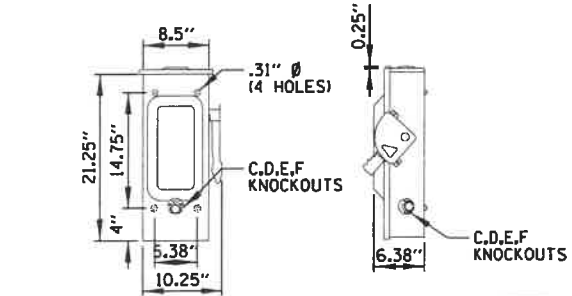
FUSIBLE		NOT FUSIBLE
A	B	C

TERMINAL LUGS †				
AMPS	MAX. WIRE	MIN. WIRE	TYPE	AL
100	#1/0 AWG	#12 AWG	AL	-
	#1/0 AWG	#14 AWG	CU	-

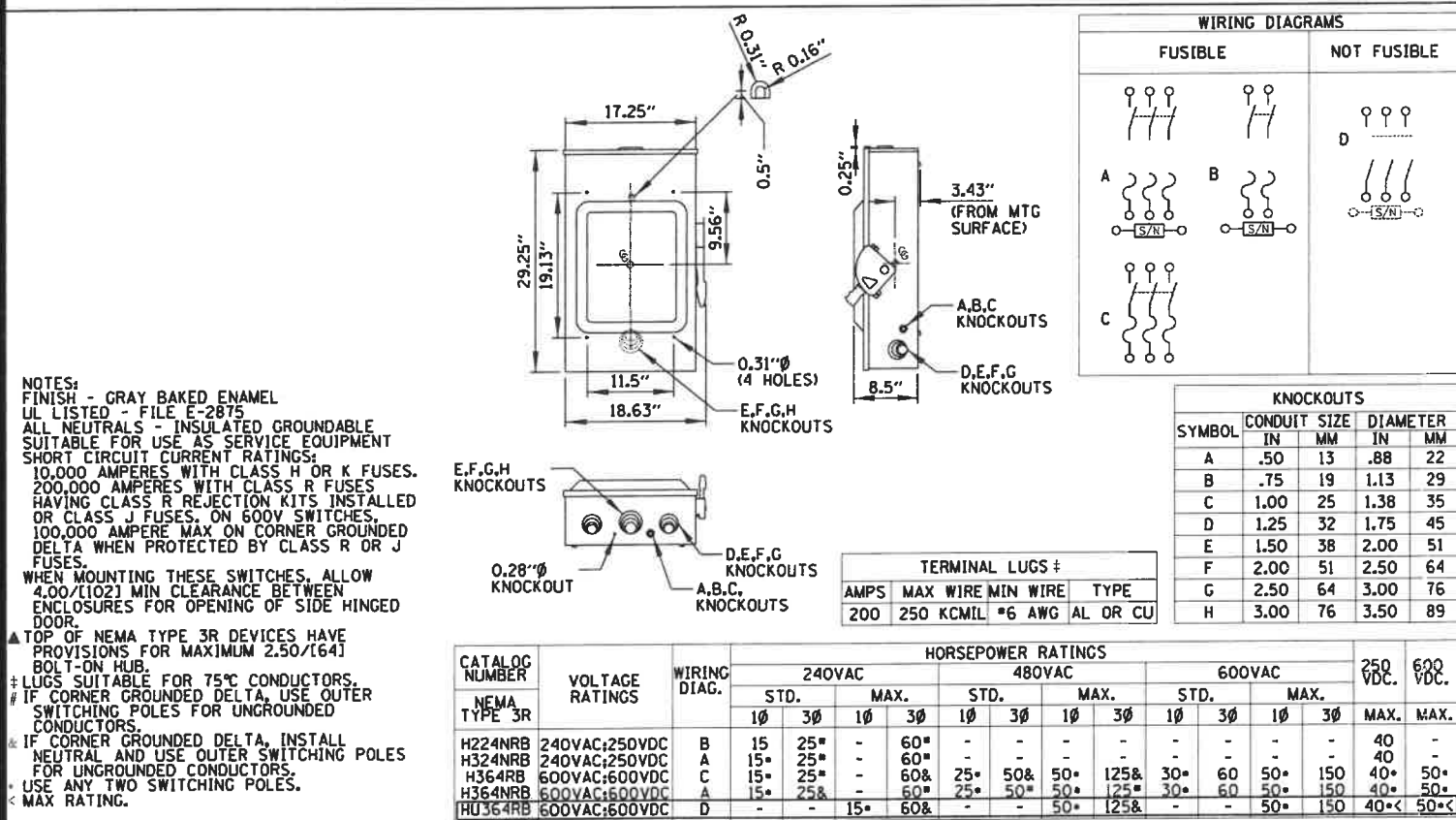
  

KNOCKOUTS				
SYMBOL	CONDUIT SIZE		DIAMETER	
	IN	MM	IN	MM
A	.50	13	.88	22
B	.75	19	1.13	29
C	1.00	25	1.38	35
D	1.25	32	1.75	45
E	1.50	38	2.00	51
F	2.00	51	2.50	64



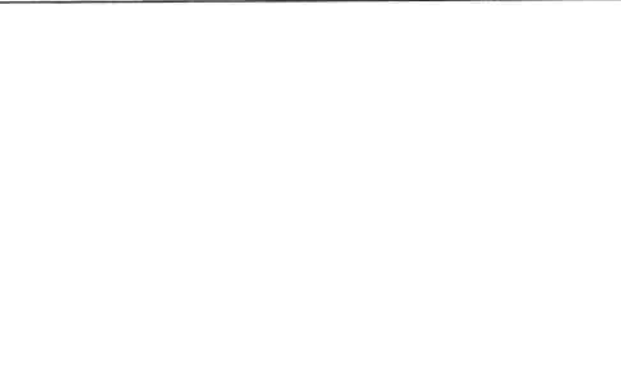
CATALOG NUMBER	VOLTAGE RATINGS	WIRING DIAG.	HORSEPOWER RATINGS						250 VDC.	600 VDC.
			240VAC		480VAC		600VAC			
			STD.	MAX.	STD.	MAX.	STD.	MAX.		
H323N	240VAC	B	15	30	-	-	-	-	-	
H323NRB	240VAC	B	15	30	-	-	-	-	-	
H363	600VAC;600VDC	A	-	-	25	60	30	75	40	
H363RB	600VAC;600VDC	A	-	-	25	60	30	75	40	
H363N	600VAC	B	-	-	25	60	30	75	-	
H363NRB	600VAC	B	-	-	25	60	30	75	-	
HU363	600VAC;600VDC	C	-	15	40	30	75	40	75	
HU363RB	600VAC;600VDC	C	-	15	40	30	75	40	75	

**PROPOSED 100A NON-FUSED DISCONNECT SWITCH**



**PROPOSED 200A NON-FUSED DISCONNECT SWITCH**

NOTES:  
 FINISH - GRAY BAKED ENAMEL  
 UL LISTED - FILE E-2875  
 ALL NEUTRALS - INSULATED GROUNDABLE  
 SUITABLE FOR USE AS SERVICE EQUIPMENT  
 SHORT CIRCUIT CURRENT RATINGS:  
 10,000 AMPERES WITH CLASS H OR K FUSES.  
 200,000 AMPERES WITH CLASS R FUSES HAVING CLASS R REJECTION  
 KITS INSTALLED OR CLASS J FUSES.  
 100,000 AMPERE MAX ON 600V SWITCHES.  
 DELTA WHEN PROTECTED BY CLASS R OR J FUSES.  
 WHEN MOUNTING THESE SWITCHES, ALLOW 4.00(102) MIN CLEARANCE BETWEEN  
 ENCLOSURES FOR OPENING OF SIDE HINGED DOOR.  
 † TOP OF NEMA TYPE 3R DEVICES HAVE PROVISIONS FOR MAXIMUM 2.50(64) BOLT-ON HUB.  
 ‡ LUGS SUITABLE FOR 75°C CONDUCTORS.  
 † IF CORNER GROUNDED DELTA, USE OUTER SWITCHING POLES FOR UNGROUNDED CONDUCTORS.  
 ‡ IF CORNER GROUNDED DELTA, INSTALL NEUTRAL AND USE OUTER SWITCHING POLES FOR UNGROUNDED CONDUCTORS.  
 \* USE ANY TWO SWITCHING POLES.  
 < MAX RATING.



FUSIBLE		NOT FUSIBLE
A	B	C

TERMINAL LUGS †				
AMPS	MAX WIRE	MIN WIRE	TYPE	AL OR CU
200	250 KCMIL	#6 AWG	AL OR CU	-

KNOCKOUTS				
SYMBOL	CONDUIT SIZE		DIAMETER	
	IN	MM	IN	MM
A	.50	13	.88	22
B	.75	19	1.13	29
C	1.00	25	1.38	35
D	1.25	32	1.75	45
E	1.50	38	2.00	51
F	2.00	51	2.50	64
G	2.50	64	3.00	76
H	3.00	76	3.50	89

CATALOG NUMBER	VOLTAGE RATINGS	WIRING DIAG.	HORSEPOWER RATINGS						250 VDC.	600 VDC.		
			240VAC		480VAC		600VAC					
			1Ø	3Ø	1Ø	3Ø	1Ø	3Ø				
H224NRB	240VAC;250VDC	B	15	25*	-	60*	-	-	-	40	-	
H324NRB	240VAC;250VDC	A	15*	25*	-	60*	-	-	-	40	-	
H364RB	600VAC;600VDC	C	15*	25*	-	60*	25*	50*	125*	30*	60*	
H364NRB	600VAC;600VDC	A	15*	25*	-	60*	25*	50*	125*	30*	60*	
HU364RB	600VAC;600VDC	D	-	-	15*	60*	-	-	50*	125*	150	40<

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
 9575 W. Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500

CLIENT:  
  
**VILLAGE OF LOMBARD**

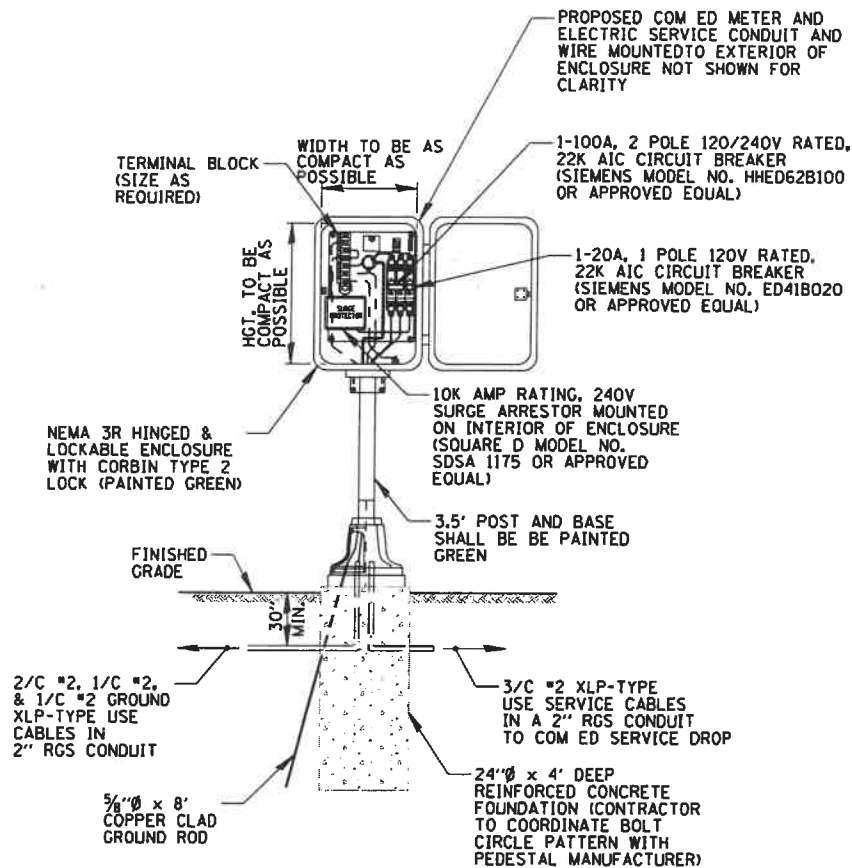
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	Default

TITLE:  
**MASTER DISCONNECT SWITCH**  
**INSTALLATIONS PHASE II**  
**LIGHTING CONTROLLER DETAILS - 4**

PROJ. NO. 200305  
 DATE: 4/20/2021  
 SHEET 6 OF 8  
 DRAWING NO. LGT4

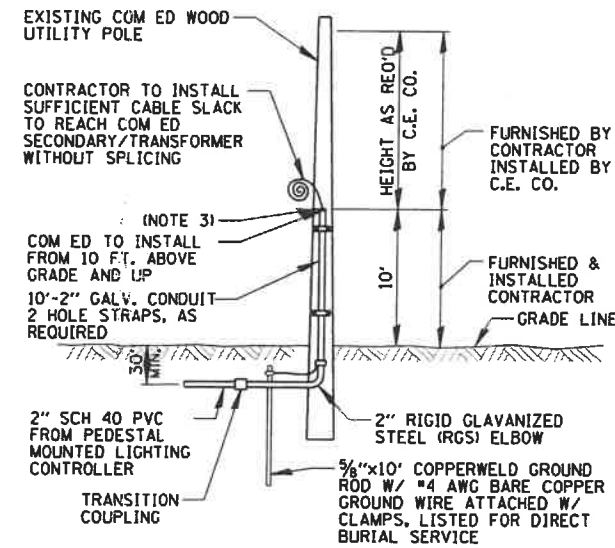
## GENERAL NOTES

1. THE OWNER AND THE VILLAGE OF LOMBARD SHALL BE NOTIFIED IN WRITING AT LEAST THREE (3) FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION AND MEANS/METHODS OF CONSTRUCTION.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING SPECIFICATIONS, WHICH ARE HEREBY MADE A PART HEREOF:
  - A. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", AS PREPARED BY IDOT, LATEST EDITION.
  - B. "THE NATIONAL ELECTRICAL CODE," LATEST EDITION.
  - C. VILLAGE CODES.
4. ALL UNDERGROUND WIRING SHALL BE XLP TYPE-USE, EXTRA ABRASION RESISTANCE, 600 VOLTS, BURIED A MINIMUM 30 INCHES BELOW FINISHED GRADE.
5. CABINET AND PEDESTAL SHALL NOT BE ERECTED UNTIL THE RESPECTIVE FOUNDATIONS HAVE CURED, AS REVIEWED BY THE ENGINEER.
6. THE CONTRACTOR SHALL COORDINATE PLACEMENT OF ALL UNDERGROUND DUCT AND CONDUITS PRIOR TO CONSTRUCTION OF PROPOSED PAVEMENT, DRIVEWAYS AND SIDEWALKS.
7. COLD BENDING OF HOOK BOLT WILL NOT BE ALLOWED.
8. CONTRACTOR SHALL SUBMIT SPECIFICATIONS, DRAWINGS AND CATALOG CUTS FOR ALL MATERIALS TO THE OWNERS REPRESENTATIVE FOR REVIEW BEFORE ORDERING ANY MATERIALS FOR PROJECT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH BUILDING ENGINEER.
10. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ANY AND ALL ELECTRICAL PERMITS FROM THE CITY ELECTRICAL INSPECTOR.



### LIGHTING CONTROLLER PEDESTAL MOUNTED

N.T.S.

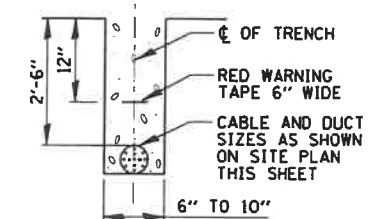


#### NOTES:

1. ALL WORK SHALL CONFORM TO COM ED'S BOOK OF "INFORMATION AND REQUIREMENTS FOR THE SUPPLY OF ELECTRIC SERVICE."
2. FURNISHING AND INSTALLING ALL MATERIAL SHOWN ABOVE (EXCEPT FOR POLE) SHALL BE INCLUDED IN THE PRICE BID FOR "ELECTRIC SERVICE INSTALLATION".
3. CONTRACTOR TO PROVIDE CONDUIT BUSHING AND SEALING COMPOUND AT TOP OF RISER.
4. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION WITH COM ED TO PROVIDE ELECTRIC SERVICE TO SITE.

### COM ED OVERHEAD CONNECTION POLE

N.T.S.



### TRENCH DETAIL

N.T.S.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

CLIENT:



**VILLAGE OF LOMBARD**

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL

DSGN.	GAH
DWN.	LRR
CHKD.	JPC
SCALE	N.T.S.
PLOT DATE	4/20/2021
CAD USER	*kudlo

TITLE:

**MASTER DISCONNECT SWITCH  
INSTALLATIONS PHASE II  
LIGHTING CONTROLLER DETAILS - 5**

PROJ. NO. 200305  
DATE: 4/20/2021  
SHEET 7 OF 8  
DRAWING NO.  
LGT5



## CONTRACT AGREEMENT

THIS AGREEMENT, made this 2 day of April, 2022 by and between the **Village of Lombard** hereinafter called "Owner", and Thorne Electric, Inc., hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Owner has heretofore, solicited Bids for all the Work and improvements and for the doing of all things included within the hereinafter specified and related to the **Master Disconnect Switch Installations at various locations throughout the Village.**

WHEREAS, Owner did on the 21<sup>st</sup> day of April, 2022, find that Contractor was the lowest responsible bidder for hereinafter specified Work and did award Contractor a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

### ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work and improvements required for and related to the **Master Disconnect Switch Installations at various locations throughout the Village** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the Contractor by said Contract Documents for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; and any applicable rules and regulations of the **State of Illinois** or **DuPage County** agencies. Furthermore, and as related to the Work, the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

### ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Notice to Bidders
2. Proposal
3. Contractor Certifications
4. Schedule of Prices
5. Local Public Agency Proposal Bid Bond
6. Apprenticeship and Training Program Certifications
7. Affidavit of Illinois Business
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing Documents.
10. Any and all other Documents or Papers included or referred to in the foregoing Documents.
11. Any and all Addenda to the foregoing.
12. Contract Agreement

### ARTICLE III - CONTRACT PRICE

The Contractor agrees to receive and accept the following total lump sum bid price (and as may be adjusted for unit price work actually performed) as full compensation for furnishing all materials and



## CONTRACT AGREEMENT

### ARTICLE V - LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the Owner in writing. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$250.00 for each calendar day** that expires after the specified completion time until the Work is completed and Final Acceptance is made by the Owner. In addition, the Contractor agrees that additional liquidated damages shall be paid to the Owner as applicable and in accordance with the Specifications and/or other provisions of the Contract Documents.

### ARTICLE VI - PAYMENTS TO CONTRACTOR

General: Owner agrees with said Contractor to employ and does hereby employ, the said Contractor to provide the materials and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the condition set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values.

Retention of Payment: Retention for payment shall be as follows: For the first 50 percent of completed Work, there shall be deducted 10 percent to be retained until after the completion of the entire Work to the satisfaction of the Owner. After 50 percent or more of the Work is completed, the Owner may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made and provided that the amount retained is not less than 5 percent of the total adjusted Contract Price.

Final Payment: Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER.



**AIA**<sup>®</sup>

# Document A312™ – 2010

## Performance Bond

Bond Number: 2518747

**CONTRACTOR:**

*(Name, legal status and address)*  
Thorne Electric Inc.

PO Box 321  
Wheaton, IL 60187-0321

**OWNER:**

*(Name, legal status and address)*  
Village of Lombard

1051 Hammerschmidt Ave  
Lombard, IL 60148-3940

**CONSTRUCTION CONTRACT**

Date: 04/22/2022

Amount: \$ 510,048.83

Description:

*(Name and location)*

Master Disconnect Switch Installations at various locations thought out the Village

**SURETY:**

*(Name, legal status and principal place of business)*

West Bend Mutual Insurance Company  
1900 South 18th Avenue  
West Bend, WI 53095

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

**BOND**

Date: 05/04/2022

*(Not earlier than Construction Contract Date)*

Amount: \$ 510,048.83

Modifications to this Bond:  None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Thorne Electric Inc

Signature:

Name and *Shelly Thorne*

Title: *Vice President*

*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*

West Bend Mutual Insurance Company

Signature:

Name and *Priscilla Lugo*

Title: Priscilla Lugo, Attorney-In-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

ARTHUR J GALLAGHER RMS INC  
1000 E WARRENVILLE RD STE 230  
NAPERVILLE, IL 60563  
(630) 668-6644

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: NA \_\_\_\_\_

Signature: NA \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_



# AIA Document A312™ – 2010

## Payment Bond

Bond Number: 2518747

**CONTRACTOR:**

(Name, legal status and address)  
Thorne Electric Inc.

PO Box 321  
Wheaton, IL 60187-0321

**OWNER:**

(Name, legal status and address)  
Village of Lombard  
1051 Hammerschmidt Ave

Lombard, IL 60148-3940

**CONSTRUCTION CONTRACT**

Date: 04/22/2022

Amount: \$ 510,048.83

Description:

(Name and location)

Master Disconnect Switch Installations at various locations thought out the Village

**SURETY:**

(Name, legal status and principal place  
of business)

West Bend Mutual Insurance Company  
1900 South 18th Avenue  
West Bend, WI 53095

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

**BOND**

Date: 05/04/2022

(Not earlier than Construction Contract Date)

Amount: \$ 510,048.83

Modifications to this Bond:  None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Thorne Electric Inc.

Signature: \_\_\_\_\_

Name and *Shelly Thorne*  
Title: *Vice President*

(Any additional signatures appear on the last page of this Payment Bond.)

**SURETY**

Company: (Corporate Seal)

West Bend Mutual Insurance Company

Signature: *Priscilla Lugo* \_\_\_\_\_

Name and  
Title: Priscilla Lugo, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

ARTHUR J GALLAGHER RMS INC  
1000 E WARRENVILLE RD STE 230  
NAPERVILLE, IL 60563  
(630) 668-6644

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Init.

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: NA  
Name and Title:  
Address:

Signature: NA  
Name and Title:  
Address:



**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Priscilla Lugo

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Kevin A. Steiner  
Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton  
Matthew E. Carlton  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 4th day of May, 2022.



Heather A. Dunn  
Heather Dunn  
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.