

**PINS:**

**07-13-443-005**

**07-13-443-010**

**ADDRESSES:**

**419-423 S. WASHINGTON STREET**

**NAPERVILLE, IL 60540**

**PREPARED BY:**

**CITY OF NAPERVILLE**

**LEGAL DEPARTMENT**

**630/420-4170**

**RETURN TO:**

**CITY OF NAPERVILLE**

**CITY CLERK'S OFFICE**

**400 SOUTH EAGLE STREET**

**NAPERVILLE, IL 60540**

**WASHINGTON STREET PROJECT  
REIMBURSEMENT AGREEMENT**

**[419-423 WASHINGTON STREET]**

**THIS WASHINGTON STREET PROJECT REIMBURSEMENT AGREEMENT** (“**Agreement**”) is entered into by and between the CITY OF NAPERVILLE, a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, (hereinafter referred to as the “**City**”) and Willoway LLC Series 4-419 South Washington, a limited liability company authorized to transact business in the State of Illinois (hereinafter referred to as the “**Owner**”) The City and the Owner shall be referenced individually herein as “**Party**” and collectively as “**Parties**”.

**RECITALS**

- A. **WHEREAS**, the City is undertaking reconstruction of the Washington Street Bridge located in the City’s downtown (“**Washington Street Project**”); and
- B. **WHEREAS**, the Owner is the fee simple owner of certain real property and all improvements located thereon located at 419-423 South Washington Street, Naperville 60540, PINs: 07-13-443-005 and 07-13-443-010; legally described on **Exhibit A** and depicted on **Exhibit B** (“**Owner’s Property**”); and
- C. **WHEREAS**, as a direct result of the City’s Project, it is necessary for the Owner to reconfigure its parking lot located at 419-423 Washington Street in accord with plans

attached hereto as **Exhibit C**, reconfigure the parking lot as shown on **Exhibit C** following acquisition of a portion of the Owner's Property by means of a separate Purchase and Sale Agreement (hereinafter the "**Parking Lot**") and to remove, store and relocate its current sign located near the entrance from Washington Street to a location as depicted on **Exhibit D** (hereinafter "**Sign**"), which Parking Lot and Sign improvements are together hereinafter referenced as "**Reimbursable Improvements**"). An additional "Reimbursable Improvement" may include repaving of all or a portion of the Parking Lot if the Parking Lot is damaged due to its use for the Project if requested by the Owner subject to agreement by the City Engineer; and

- D. **WHEREAS**, the City finds that it is necessary and appropriate for the furtherance of the Project to reimburse the Owner for the actual costs of said Reimbursable Improvements subject to the provisions set forth herein; and
- E. **WHEREAS**, in entering into this Agreement and undertaking the obligations provided herein, the City is acting pursuant to its home rule authority under the laws and Constitution of the State of Illinois.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. INCORPORATION OF RECITALS**

1.1 The foregoing Recitals are hereby incorporated in this Agreement as if set forth herein in this paragraph in their entirety.

**2. REIMBURSEMENT FOR PARKING LOT RECONFIGURATION**

2.1 As a result of the Washington Street Bridge Project, up to nine (9) parking spaces in the parking lot on Owner's Property will be affected which may eliminate up to five (5) parking spaces, and the Parking Lot on Owner's Property will need to be reconfigured and reconstructed in accordance with one of the two plans approved by the City ("**Approved Parking Lot Plans**") as set forth on **Exhibit C**.

2.2 The Owner agrees to obtain at least three (3) bids to perform the Parking Lot improvements set forth on the Approved Parking Lot Plans, to share the bid results with the City, and to contract with the lowest responsible bidder which has submitted a bid in compliance with bid requirements to perform the Parking Lot improvements. The lowest responsible bidder must be approved by the City Engineer. The Prevailing Wage Act applies to the construction of the reconfigured Parking Lot in accord with the provisions set forth and referenced in Section 4 hereof.

2.3 The City agrees to reimburse the Owner for its actual costs to construct the improvements to the Parking Lot on Owner's Property in accord with Approved Parking Lot Plans within forty-five (45) days of receipt of an invoice therefor unless the City seeks clarification of or disputes an invoice in which case the City shall notify the Owner of a request for clarification or dispute ("**Request for Clarification**") within seven (7) days of receipt thereof and the Parties shall promptly collaborate to address the Request for Clarification. The invoice, as approved, shall

be paid within fifteen (15) days of resolution of the Request for Clarification. Invoices for the Reimbursable Improvements, along with supporting documentation therefor, shall be sent to the City by email to:

Bill Novack  
Director of T.E.D./ City of Naperville  
Naperville Municipal Center  
400 South Eagle Street  
Naperville, IL 60540  
[NovackW@naperville.il.us](mailto:NovackW@naperville.il.us)

With a copy to:

Yifang Lu  
Engineering Manager/ City of Naperville  
Naperville Municipal Center  
400 South Eagle Street  
Naperville, IL 60540  
[luy@naperville.il.us](mailto:luy@naperville.il.us)

2.4 Insurance for work associated with the Reimbursable Improvements shall be provided and maintained by the Owner and its contractors and subcontractors in amounts and subject to the provisions set forth on **Exhibit E** attached hereto and made part hereof. If Owner has to pay an increased premium for the required insurance coverage as a result of the Reimbursable Improvements, the Owner shall notify the City Engineer in writing of the increased premium, along with documentation demonstrating that said increase is caused by the Reimbursable Improvements, and the City Engineer may agree to reimburse the Owner for all or a portion of such increase in Owner's insurance premium.

2.5 In order to be eligible for reimbursement hereunder, the Parking Lot improvements, constructed in accordance with one of the two options described on the Approved Parking Lot Plans set forth on **Exhibit C** and as set forth herein, shall be completed within the later of twenty-four (24) months after notice from the City that (i) the Washington Street bridge is fully open to traffic in all lanes, (ii) the Temporary Construction Easement is released, (iii) the Washington Street realignment of the right-of-way for the right turn lane adjacent to the Owner's Property are complete, or (iv) within such other timeframe as is agreed to in writing by the City Engineer.

2.6 Once construction of the Parking Lot is completed and Owner has been reimbursed therefor by the City as provided herein, all subsequent costs related to the Parking Lot, including but not limited to ongoing maintenance, repairs, and reconstruction, shall be the sole responsibility of the Owner.

### **3. REIMBURSEMENT FOR SIGN RELOCATION.**

3.1 As a result of City's Washington Street Bridge Project, the sign ("Sign") currently located on Washington Street on Owner's Property must be relocated. The Owner is seeking a

variance to accomplish relocation of the existing Sign along Washington Street out of the realigned right-of-way for the right turn lane as depicted on **Exhibit D**.

3.2 The Prevailing Wage Act applies to the removal and relocation of the Sign in accord with the provisions set forth and referenced in Section 4 hereof. The Owner has obtained a proposal from Parvin Clauss in the amount of ten thousand, five hundred and eight dollars and forty-one cents (\$10,508.41) to perform removal of the Sign, storage of the Sign for the duration of the construction of the Washington Street Bridge and Washington Street adjacent to Owner's Property, and relocation of the as Sign set forth on **Exhibit D**.

3.3 The City Engineer has approved the Parvin Clauss proposal and the City agrees to reimburse Owner the actual costs, up to the proposed amount of ten thousand, five hundred and eight dollars and forty-one cents (\$10,508.41), for the for removal, storage, and relocation of the Sign as depicted on **Exhibit D** in accordance with plans approved by the Transportation, Engineering, and Development business group (T.E.D.) of the City of Naperville. Payment shall be made to the Owner by the City within forty-five (45) days of receipt by the City of an invoice reflecting the actual costs of the performance of the work described above up to up to the amount referenced above.

Invoices for the Reimbursable Improvements, along with supporting documentation therefor, shall be sent to the City by email to:

Bill Novack  
Director of T.E.D./ City of Naperville  
Naperville Municipal Center  
400 South Eagle Street  
Naperville, IL 60540  
[NovackW@naperville.il.us](mailto:NovackW@naperville.il.us)

With a copy to:

Yifang Lu  
Engineering Manager/ City of Naperville  
Naperville Municipal Center  
400 South Eagle Street  
Naperville, IL 60540  
[luy@naperville.il.us](mailto:luy@naperville.il.us)

3.4 Insurance for work associated with the Reimbursable Improvements shall be provided and maintained by the Owner and its contractors and subcontractors in amounts and subject to the provisions set forth on **Exhibit E** attached hereto and made a part hereof. If Owner has to pay an increased premium for the required insurance coverage as a result of the Reimbursable Improvements, the Owner shall notify the City Engineer in writing of the increased premium, along with documentation demonstrating that said increase is caused by the Reimbursable Improvements, and the City Engineer may agree to reimburse the Owner for all or a portion of such increase in Owner's insurance premium.

3.5 In order to be eligible for reimbursement hereunder, the Sign relocation shall be completed as depicted on **Exhibit D** and as set forth herein, within twenty-four (24) months after notice from the City that (i) the Washington Street bridge is fully open to traffic in all lanes or such other timeframe as is agreed to in writing by the City Engineer.

3.6 Once Owner has been reimbursed by the City therefor as provided herein and subject to the limitation set forth in Subsection 3.5 above, all subsequent costs related to said Sign, including but not limited to ongoing maintenance, repairs, and reconstruction, shall be the sole responsibility of the Owner.

#### **4. PREVAILING WAGE ACT.**

4.1 The Reimbursable Improvements described in this Agreement, other than storage of the Sign as set forth in Section 3.2, constitute the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, and for any revisions of prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates HTM> (or at such other location on the IDOL website where such information is located). All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

#### **5. DEFENSE AND INDEMNIFICATION.**

5.1 The Owner shall defend, indemnify, and hold harmless the City of Naperville and its officials, officers, employees, and agents from and against all liabilities, claims, suits, demands, proceedings, and actions, including costs and expenses of defense, arising from or related to, any loss, damage, injury, death, or damage to property resulting from, or connected to the performance of work associated with the Reimbursable Improvements to the extent caused by the negligent or willful misconduct of the Owner or Owner’s employees, agents, or contractors, except to the extent caused by the negligent or willful misconduct by the City.

#### **6. TERM.**

6.1 The term of this Agreement shall be from the Effective Date until payment for the Reimbursable Improvements has been made as provided herein (subject to the limitation set forth in Subsection 3.5 above).

#### **7. GENERAL PROVISIONS.**

7.1 Entire Agreement. This Agreement sets forth and constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes any and all prior agreements, understandings, promises, warranties, and representations made by each Party to the other concerning the subject matter. This Agreement may be modified only by a written document signed by all Parties.

7.2 Counterparts. This Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. Original signatures transmitted by facsimile or email will be effective to create such counterparts and will have the same effect as if signed in person.

7.3 Binding Nature. This Agreement is binding on the Parties and their successors and assigns.

7.4 Invalidity. If any phrase, clause, or any provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, such phrase, clause, or provision shall be ineffective to the extent of such invalidity or unenforceability only, and shall be deemed severed from this Agreement, without in any way affecting the remaining provisions of this Agreement, which shall otherwise remain in full force and effect..

7.5 Fees and Expenses. The Parties agree to bear their own costs, attorneys' fees and related expenses associated with this Agreement and any dispute between the Parties.

7.6 Legal Counsel. The Parties acknowledge that they have consulted with legal counsel of their choosing or were given the opportunity to consult with legal counsel, before entering into this Agreement, that they have read this Agreement, that they know and understand its contents, and that they execute this Agreement freely and voluntarily. In executing this Agreement, each Party acknowledges that it has not relied on or made to the other Party or anyone purporting to act on its behalf any promise or representation that is not in this Agreement.

7.7 Ambiguity. If any term of this Agreement is ambiguous, it shall not be construed for or against either Party on the basis that the Party did or did not write it.

7.8 Notices. All notices required under this Agreement shall be served on the Parties via First Class U.S. Mail as follows:

**NOTICES TO THE CITY OF NAPERVILLE**

Mike DiSanto, City Attorney  
City of Naperville Municipal Center  
400 South Eagle Street  
Naperville, IL 60540

With a copy to:

William Novack  
Director of T.E.D.  
City of Naperville Municipal Center  
400 South Eagle Street  
Naperville, IL 60540

**NOTICES TO THE OWNER**

Willoway LLC Series 4-419 South Washington  
1021 Aurora Avenue  
Naperville, IL 60540

With a copy to:

Patti A. Bernhard, Esq.  
Rosanova & Whitaker, Ltd.  
127 Aurora Avenue  
Naperville, IL 60540

7.9 Choice of Law/Venue. This Agreement shall be governed, in all respects, by the laws of the State of Illinois, irrespective of its choice of law rules. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

7.10 Severability. If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect.

7.11 Exhibits Incorporated. All exhibits referenced herein are incorporated herein and made part hereof.

7.12 Authorizations. Each of the signatories to this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of his or her respective Party and by such signature to bind that Party to this Agreement.

7.13 Survival. The following Subsections shall survive completion of the Reimbursable Improvements and shall continue to remain in full force and effect upon the expiration or termination of this Agreement: Subsections 2.6, 3.6, 5.1, 7.1, 7.3, 7.4, 7.5, 7.6, 7.7, 7.9, 7.10, 7.11, and 7.13.

7.14 Effective Date. The effective date (“**Effective Date**”) of this Agreement shall be the last date upon which it has been fully signed by both Parties hereto.

**IN WITNESS WHEREOF**, we have executed this Agreement effective as of the Effective Date set forth above.

/SIGNATURES ON FOLLOWING PAGES/

**WILLOWAY LLC SERIES 4-419 SOUTH WASHINGTON**

By: \_\_\_\_\_

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

Its [Title]:Manager

STATE OF ILLINOIS       )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, the Manager of WILLOWAY LLC SERIES 4-419 SOUTH WASHINGTON, an Illinois limited liability company.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

Seal

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_



**CITY OF NAPERVILLE**

By: \_\_\_\_\_  
Douglas A. Krieger  
City Manager

**ATTEST**

By: \_\_\_\_\_  
Name: Pam Gallahue, Ph.D.  
Its: City Clerk

State of Illinois                    )  
  )SS  
County of DuPage                )

The foregoing instrument was acknowledged before me by Douglas A. Krieger, City Manager, and Pam Gallahue, City Clerk this \_\_\_\_ day of \_\_\_\_\_, 2022.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

Seal

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

**Exhibits:**

- A- Legal description of Owner's Property
- B- Depiction of Owner's Property
- C- Parking Lot improvement plans
- D- Sign relocation
- E- Insurance requirements

**EXHIBIT A**

**LEGAL DESCRIPTION OF OWNER'S PROPERTY**

LOTS 1, 10, 11 AND 12 IN BLOCK 5, TOGETHER WITH THAT PART OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING TO SAID LOT 1, IN MARTIN'S ADDITION TO NAPERVILLE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 6, 1847 AS DOCUMENT 2584 (EXCEPT THAT PART OF LOTS 11 AND 12, AFORESAID, DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 2 DEGREES 04 MINUTES EAST, ALONG THE EAST LINE OF SAID LOT, 82.50 FEET; THENCE SOUTH 10 DEGREES 23 MINUTES WEST, PARALLEL WITH THE CENTER LINE OF THE PROPOSED NEW BRIDGE OVER THE DUPAGE RIVER 4.80 FEET; THENCE ON A CURVE TO THE RIGHT (THE RADIUS OF WHICH IS 91.97 FEET) 131 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOTS 11 AND 12, 91.70 FEET TO THE POINT OF BEGINNING)

AND EXCEPTING THEREFROM

THAT PART OF SAID LOT 1 LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, 128.45 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE MAKING AN INCLUDED ANGLE OF 61 DEGREES 32 MINUTES 39 SECONDS TO THE WEST LINE OF SAID LOT 1, 99.72 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE MAKING AN ANGLE OF 10 DEGREES 29 MINUTES 04 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE 80.95 FEET TO A POINT IN THE EAST LINE OF SAID LOT 1, SAID POINT BEING 29.90 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1 IN DUPAGE COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 07-13-443-005; 07-13-443-010

COMMON ADDRESSES:  
419-423 S. WASHINGTON STREET  
NAPERVILLE, IL 60540

**EXHIBIT B**

**DEPICTION OF OWNER'S PROPERTY**



**EXHIBIT C**

**FINAL ENGINEERING PLANS 419-423 WASHINGTON STREET  
PARKING LOT DESIGN**

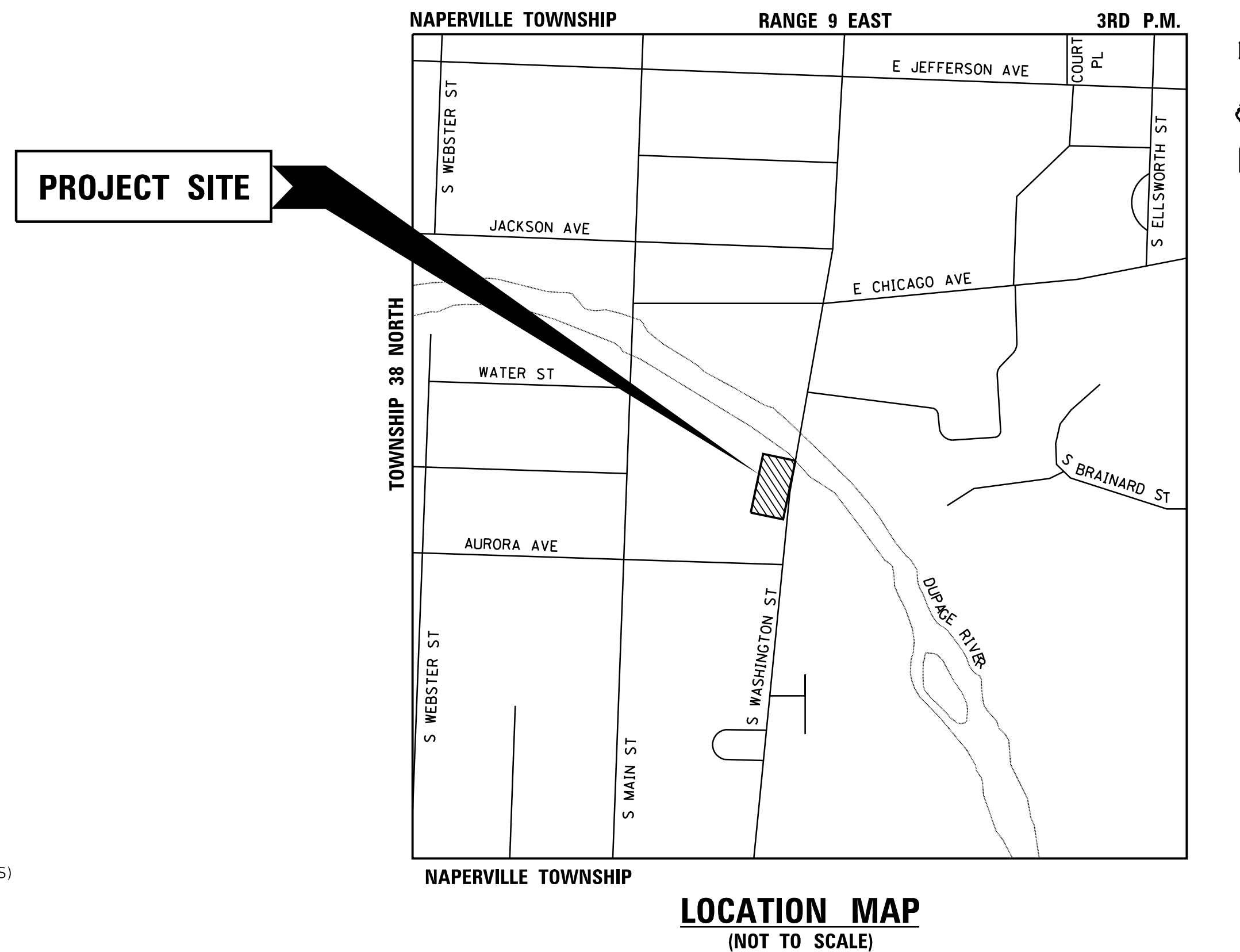
# FINAL ENGINEERING PLANS

# 417-423 WASHINGTON STREET PARKING LOT DESIGN

## CITY OF NAPERVILLE

**LEGEND**

PROPOSED	EXISTING	DESCRIPTION
---	---	RIGH-OF-WAY
		EASEMENT
		TEMPORARY EASEMENT
---	---	PROPERTY LOT LINES
---	---	BUILDING
---	---	GAURDRAIL
---	---	FENCE
---	---	EDGE OF PAVEMENT
---	---	CURB AND GUTTER
---	---	SIDEWALK
---	---	ENTRANCES
---	---	AERIAL LINES
---	---	UNDERGROUND TELEPHONE
---	---	UNDERGROUND GASLINE
---	---	UNDERGROUND FIBER OPTIC
---	---	UNDERGROUND CABLE TV
---	---	UNDERGROUND WATER
---	---	UNDERGROUND SANITARY SEWER
---	---	UNDERGROUND STORM SEWER
---	---	FULL DEPTH PAVEMENT REMOVAL
---	---	ASPHALT PAVEMENT
---	---	ROADWAY PAVEMENT (BY OTHERS)
---	---	SIDEWALK (BY OTHERS)
---	---	DRIVEWAY (BY OTHERS)
---	---	REMOVE AND REINSTALL BRICK PAVER (BY OTHERS)
---	---	RIGHT OF WAY MARKER
---	---	SINGLE POST SIGN
---	---	ABOVE GROUND SPLICE BOX
---	---	CONTROLLER BOX
---	---	FIRE HYDRANT
---	---	GUY POLE
---	---	HANDHOLE
---	---	LIGHT STANDARD
---	---	MANHOLE
---	---	POWER LINE
---	---	TELEPHONE
---	---	TRAFFIC SIGNAL
---	---	DITCH CHECK
---	---	FIELD VENT PIPE
---	---	INLET
---	---	PAVEMENT UNDERDRAINS
---	---	TREES



**J.U.L.I.E.**  
**JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION**  
 1-800-892-0123  
 OR 811

**PROJECT TEAM**

**CLIENT**  
 CITY OF NAPERVILLE  
 400 S. EAGLE STREET,  
 NAPERVILLE, IL 60540  
 PH: 630-420-6100  
 CONTACT: ANDY HYNES, P.E., P.T.O.E.

**CIVIL ENGINEER**  
 CIORBA GROUP, INC.  
 8725 W. HIGGINS ROAD, SUITE 600  
 CHICAGO, IL 60631  
 PH: 773-775-4009  
 CONTACT: DIANA DECKER, P.E.

SHEET NUMBER	SHEET TITLE
C000	COVER SHEET
C100	SITE SPECIFICATIONS
C200	TOPOGRAPHIC EXHIBIT
C300	DEMOLITION PLAN
C400	DIMENSION PLAN
C500	GRADING PLAN
C600	UTILITY PLAN
C700	DETAILS

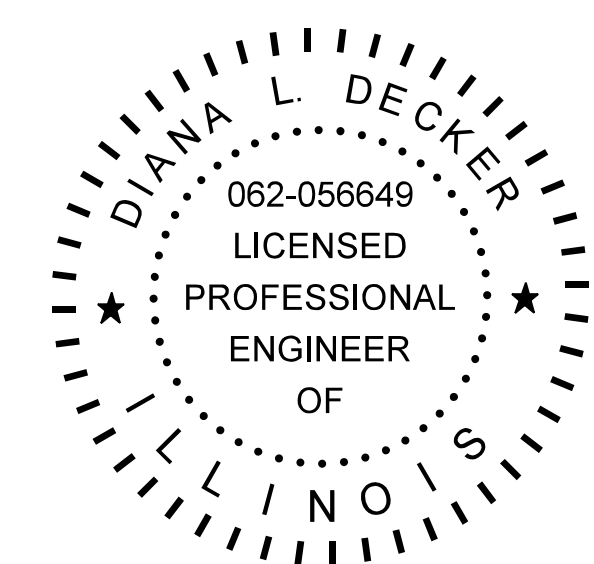
**BENCHMARKS**

- MONUMENT #1505:**  
 SEE CITY OF NAPERVILLE SURVEY MONUMENT RECORD FOR STATION No.1505. SAID MONUMENT IS 30.9 FEET EAST OF THE CENTERLINE OF WASHINGTON STREET. ELEVATION = 672.24
- BENCHMARK #1**  
 DISC MONUMENT LOCATED ON THE NE WINGWALL OF WASHINGTON ST BRIDGE OVER WEST BRANCH OF DUPAGE RIVER. SAID MONUMENT IS 24.7 FEET EAST OF THE CENTERLINE OF WASHINGTON STREET. ELEVATION = 674.22

STATE OF ILLINOIS  
 COUNTY OF DUPAGE

I, DIANA L. DECKER, AN ILLINOIS PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY CIORBA GROUP, INC., ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM NO. 184-001016, UNDER MY DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED BELOW. REPRODUCTION OR USE BY THIRD PARTIES IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED.

GIVEN UNDER MY HAND AND SEAL 9/10/2021



LICENSED PROFESSIONAL ENGINEER NO. 056649  
 REGISTRATION VALID THROUGH SPEEXP  
 (NOT VALID WITHOUT ORIGINAL SIGNATURE)

NO.	DATE

**CiorbaGroup**  
 8725 W. Higgins Rd, Ste 600, Chicago, IL 60631  
 P 773.775.4009 | www.ciorba.com

417-423 WASHINGTON STREET  
 PARKING LOT DESIGN  
 NAPERVILLE, IL

DESIGNED -	TBH	SCALE: N.T.S.
DRAWN -	VZ	PROJ. NO.:
CHECKED -	DLD	DATE -
DATE	2/3/2022	

DRAWINGS NO.:  
**C000**  
 SHEET 1 OF 8

MODEL: S:\MODEL\NAMES  
FILE NAME: N:\PROJ\0021393\_611C\DD\Site\Site-Specs\0021393\_01-Plan.mxd(1).dgn

**GENERAL NOTES**

- 1 THE OWNER OR HIS/HER/THEIR REPRESENTATIVE IS RESPONSIBLE TO OBTAIN ANY AND ALL PERMITS REQUIRED BY APPLICABLE GOVERNMENTAL AGENCIES.
- 2 ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF NAPERVILLE DESIGN MANUAL AND STANDARD SPECIFICATIONS (CURRENT EDITION) AND WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (CURRENT EDITION), EDITION).
- 3 ALL CONTRACTORS DOING WORK IN THE PUBLIC RIGHT-OF-WAY MUST BE LICENSED (WHEN APPLICABLE) TO MAKE PUBLIC IMPROVEMENTS WITHIN THE NAPERVILLE CORPORATE LIMITS.
- 4 THE CONTRACTOR/DEVELOPER ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR ANY ACTION RESULTING FROM THEIR WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
- 5 THE CONTRACTOR/DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF NAPERVILLE.
- 6 PRIOR TO COMMENCEMENT OF ANY OFF-SITE CONSTRUCTION, THE CONTRACTOR SHALL SECURE WRITTEN AUTHORIZATION THAT ALL OFF-SITE EASEMENTS HAVE BEEN SECURED AND THAT PERMISSION HAS BEEN GRANTED TO ENTER ONTO PRIVATE PROPERTY.
- 7 THE CONTRACTOR AND THEIR ON-SITE REPRESENTATIVES WILL BE REQUIRED TO ATTEND A PRE-CONSTRUCTION MEETING WITH THE CITY OF NAPERVILLE PRIOR TO ANY WORK BEING STARTED. A PRE-CONSTRUCTION MEETING WILL NOT BE SCHEDULED UNTIL THE PROJECT HAS BEEN APPROVED BY THE CITY OF NAPERVILLE DEVELOPMENT REVIEW TEAM AND THE REQUIRED SURETY HAS BEEN POSTED.
- 8 A MINIMUM OF 48 HOURS NOTICE SHALL BE GIVEN TO THE CITY OF NAPERVILLE TED BUSINESS GROUP (630-420-6100 OPTION 1) PRIOR TO STARTING WORK OR RESTARTING WORK AFTER SOME ABSENCE OF WORK FOR ANY REASON.
- 9 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ADEQUATELY IDENTIFY AND LOCATE ALL EXISTING UTILITIES PRIOR TO EXCAVATION, BEFORE STARTING CONSTRUCTION. THE CONTRACTOR SHALL CONTACT JULIE FOR THE LOCATION OF ANY AND ALL UTILITIES. THE TOLL-FREE NUMBER IS 800-892-0123. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ANY PRIVATE FACILITIES OR NON-JULIE MEMBER FACILITIES.
- 10 THE CONTRACTOR CAN SCHEDULE ALL NECESSARY SITE INSPECTIONS WITH THE CITY OF NAPERVILLE BY CALLING (630) 420-6100 OPTION 1 BETWEEN THE HOURS OF 8:00AM AND 4:00PM (CLOSED 1:00PM TO 2:00PM DAILY) ON WEEKDAYS WHEN THE CITY IS OPEN FOR BUSINESS. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE THE SITE PERMIT NUMBER FOR THE PROJECT IN ORDER TO SCHEDULE THE INSPECTION(S).
- 11 RECORD DRAWINGS ARE REQUIRED TO BE SUBMITTED AND APPROVED BY THE CITY OF NAPERVILLE PRIOR TO FINAL OCCUPANCY BEING GRANTED.
- 12 FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS SHALL BE GRANTED ONLY AFTER A FINAL INSPECTION HAS BEEN COMPLETED AND HAS REVEALED THAT ALL IMPROVEMENTS HAVE BEEN SATISFACTORILY COMPLETED IN ACCORDANCE WITH THE NAPERVILLE STANDARD SPECIFICATIONS. UTILITIES ARE NOT CONSIDERED ACCEPTED UNTIL THEY ARE FORMALLY ACCEPTED BY THE CITY COUNCIL AS REQUIRED IN ACCORDANCE WITH THE NAPERVILLE MUNICIPAL CODE.

**STORM SEWER NOTES (GENERAL)**

- 1 NO CONNECTION TO AN EXISTING PUBLIC STORM SEWER MAY BE MADE WITHOUT PERMISSION OF THE CITY ENGINEER.
- 2 THE CONTRACTOR SHALL REPAIR ANY EXISTING FIELD DRAINAGE TILE DAMAGED DURING CONSTRUCTION AND PROPERLY REROUTE AND/OR CONNECT SAID TILE TO THE NEAREST STORM SEWER OUTLET. ALL LOCATIONS OF ENCOUNTERED FIELD DRAINAGE TILE SHALL BE PROPERLY INDICATED ON THE CONTRACTOR'S RECORD DRAWINGS.

**STORM SEWER NOTES (STORM SEWER WORK IN PLANS)**

- 1 THE FOLLOWING MATERIALS ARE PERMITTED FOR STORM SEWER AND PIPE CULVERTS. WHERE A PARTICULAR MATERIAL IS SPECIFIED IN THE PLANS OR SPECIAL PROVISIONS, NO OTHER KIND OF MATERIAL WILL BE PERMITTED:
  - a REINFORCED CONCRETE PIPE (RCP) - REINFORCED CONCRETE PIPE SHALL CONFORM TO ASTM DESIGNATION C 76, CLASSES I, II, III, IV OR V. BITUMINOUS JOINTS SHALL CONFORM TO ASTM DESIGNATIONS C 14 OR C 76 AS MAY BE APPLICABLE. BITUMINOUS MATERIAL SHALL CONSIST OF A HOMOGENEOUS BLEND OF BITUMEN, INERT FILLER, AND SUITABLE SOLVENT APPROVED BY THE CITY ENGINEER. RUBBER GASKET JOINTS SHALL CONFORM TO ASTM C 433. REINFORCED CONCRETE PIPE SHALL ALSO BE PERMITTED AS ROUND, ELLIPTICAL, OR BOX SHAPED OR AS REINFORCED CONCRETE ARCH CULVERT.
  - b NON-REINFORCED CONCRETE PIPE - NON-REINFORCED CONCRETE PIPE SHALL BE ALLOWED FOR PIPES WITH A 10 INCH OR SMALLER DIAMETER. NON-REINFORCED CONCRETE PIPE SHALL CONFORM TO ASTM DESIGNATION C 14, CLASS 3. BITUMINOUS JOINTS SHALL CONFORM TO ASTM DESIGNATIONS C 14 OR C 76 AS MAY BE APPLICABLE. BITUMINOUS MATERIAL SHALL CONSIST OF A HOMOGENEOUS BLEND OF BITUMEN, INERT FILLER, AND SUITABLE SOLVENT APPROVED BY THE CITY ENGINEER. RUBBER GASKET JOINTS SHALL CONFORM TO ASTM C 433.
  - c DUCTILE IRON PIPE (DIP) - DUCTILE IRON PIPE SHALL CONFORM TO ANSI A 21.51 (AWWA C-151), CLASS THICKNESS DESIGNED PER ANSI A 21.50 (AWWA C-150), TAR (SEAL) COATED AND CEMENT LINED PER ANSI A 21.4 (AWWA C-104), WITH MECHANICAL OR RUBBER RING (SLIP SEAL OR PUSH ON) JOINTS. ALL DUCTILE IRON PIPE SHALL BE WRAPPED WITH POLYETHYLENE.
  - d POLYVINYL CHLORIDE PIPE (PVC) - POLYVINYL CHLORIDE (PVC) PIPE SHALL CONFORM TO ASTM D 3034, TYPE PSM. THE MINIMUM STANDARD DIMENSION RATIO (SDR) SHALL BE 26. THE PIPE SHALL BE MADE OF PVC PLASTIC HAVING A MINIMUM CELL CLASSIFICATION OF 12454-C, AND SHALL HAVE A MINIMUM PIPE STIFFNESS OF FORTY-SIX (46) LBS. PER INCH (317 KPA). JOINTS FOR PVC PIPE SHALL BE FLEXIBLE ELASTOMETRIC SEALS PER ASTM D 3212.

e HIGH DENSITY POLYETHYLENE PIPE (HDPE) - HIGH-DENSITY POLYETHYLENE (HDPE) PIPE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M 252 AND M 294. PIPE AND FITTINGS SHALL BE MADE FROM VIRGIN PE COMPOUNDS WHICH CONFORM TO THE REQUIREMENTS OF CELL CLASS 324420C AS DEFINED AND DESCRIBED IN ASTM D 3350. RUBBER GASKET JOINTS SHALL BE USED.

f FULLY GALVANIZED CORRUGATED STEEL PIPE - FULLY GALVANIZED CORRUGATED STEEL PIPE MAY BE USED FOR RESIDENTIAL DRIVEWAY CROSSINGS ONLY WHEN A DITCH SECTION IS PRESENT. THE MINIMUM CULVERT SIZE IS 12' DIAMETER.

- 2 BEDDING, OTHER THAN CONCRETE EMBEDMENT, SHALL CONSIST OF GRAVEL, CRUSHED GRAVEL, OR CRUSHED STONE 1/4 INCH TO 1 INCH IN SIZE. AS A MINIMUM, THE MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF IDOT STANDARD SPECIFICATIONS. THE GRADATION SHALL CONFORM TO GRADATION CA-7 OR CA-11 OF THE STANDARD SPECIFICATIONS.
- 3 BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF IDOT STANDARD SPECIFICATIONS. THE GRADATION SHALL CONFORM TO GRADATION CA-6 OF THE STANDARD SPECIFICATIONS. BACKFILL MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- 4 JOINTS CONNECTING DISSIMILAR PIPE MATERIALS SHALL BE MADE WITH SEWER CLAMP NON-SHEAR TYPE COUPLINGS; CASCADE CSS, ROMAC LSS, FERRO, INC. SHEAR RING, OR APPROVED EQUAL. WHEN AVAILABLE, A STANDARD JOINT WITH A TRANSITION GASKET MAY BE USED. THE NAME OF THE MANUFACTURER, CLASS, AND DATE OF ISSUE SHALL BE CLEARLY IDENTIFIED ON ALL SECTIONS OF PIPE. THE CONTRACTOR SHALL ALSO SUBMIT BILLS OF LADING, OR OTHER QUALITY ASSURANCE DOCUMENTATION WHEN REQUESTED BY THE CITY ENGINEER. ALL NUTS AND BOLTS FOR COUPLINGS SHALL BE STAINLESS STEEL.
- 5 MANHOLES FOR STORM SEWERS SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES AND SHALL BE CONSTRUCTED OF PRECAST CONCRETE UNITS IN ACCORDANCE WITH ASTM C478-05 (OR LATEST EDITION) AND SHALL CONFORM TO THE CITY OF NAPERVILLE STANDARD DETAIL. ALL MANHOLES SHALL BE WATER-TIGHT. ALL VISIBLE LEAKS SHALL BE SEALED IN A MANNER ACCEPTABLE TO THE CITY ENGINEER.

6 MANHOLES SHALL BE FURNISHED WITH A SELF-SEALING FRAME AND SOLID COVER (EAST JORDAN IRON WORKS 1022 WITH TYPE A SOLID COVER, OR APPROVED EQUAL) WITH THE WORD "STORM" IMPRINTED ON THE COVER IN RAISED LETTERS. ALL FRAMES AND LIDS SHALL MEET OR EXCEED AASHTO H-20 LOADING SPECIFICATIONS. FRAMES SHALL BE SHOP PAINTED WITH ASPHALTIC BASE PAINT. BOTH THE MANHOLE FRAME AND COVER SHALL HAVE MACHINED HORIZONTAL AND VERTICAL BEARING SURFACES. INVERTED MANHOLE FRAMES ARE NOT ALLOWED. PICK HOLES SHALL NOT CREATE OPENINGS IN THE MANHOLE COVER.

7 MANHOLE STEPS ON MAXIMUM 16 INCH CENTER SHALL BE FURNISHED WITH EACH MANHOLE, SECURELY ANCHORED IN PLACE, TRUE TO VERTICAL ALIGNMENT, IN ACCORDANCE WITH THE NAPERVILLE STANDARD DETAILS. STEPS SHALL BE COPOLYMER POLYPROPYLENE REINFORCED WITH 1/2 INCH A615/A615M-05A (OR LATEST EDITION) GRADE 60 STEEL REINFORCEMENT, MEETING OR EXCEEDING ASTM C 478-05 (OR LATEST EDITION) AND OSHA STANDARDS.

8 CATCH BASINS AND INLETS SHALL HAVE A MINIMUM INSIDE DIAMETER OF 24 INCHES AND SHALL BE CONSTRUCTED OF PRECAST CONCRETE UNITS IN ACCORDANCE WITH ASTM C478-05 (OR LATEST EDITION) AND SHALL CONFORM TO THE CITY OF NAPERVILLE STANDARD DETAIL. ALL CATCH BASINS AND INLETS SHALL BE WATER-TIGHT AT ALL POINTS BELOW GRADE. ALL VISIBLE LEAKS SHALL BE SEALED IN A MANNER ACCEPTABLE TO THE CITY ENGINEER. CATCH BASINS AND INLETS SHALL BE FURNISHED WITH A FRAME AND GRATE BASED UPON THE LOCATION OF THE INSTALLATION AS LISTED BELOW. ALL FRAMES AND GRATES SHALL MEET OR EXCEED AASHTO H-20 LOADING SPECIFICATIONS. FRAMES SHALL BE SHOP PAINTED WITH ASPHALTIC BASE PAINT.

9 THE STEEL CASING PIPE SHALL BE BITUMINOUS COATED, A MINIMUM OF 30 MILS THICKNESS INSIDE AND OUT, AND SHALL BE OF LEAK PROOF CONSTRUCTION, CAPABLE OF WITHSTANDING THE ANTICIPATED LOADINGS. SEE TABLE 200-1 IN THE NAPERVILLE STANDARD SPECIFICATIONS FOR THE MINIMUM WALL THICKNESSES OF VARIOUS STEEL CASING DIAMETERS.

THE STEEL CASING PIPE SHALL HAVE MINIMUM YIELD STRENGTH OF 35,000 PSI AND SHALL MEET THE REQUIREMENTS OF A139/A139M-04 (OR LATEST EDITION), GRADE B. RING DEFLECTION SHALL NOT EXCEED 2% OF THE NOMINAL DIAMETER. THE STEEL CASING PIPE SHALL BE DELIVERED TO THE JOBSITE WITH BEVELED ENDS TO FACILITATE FIELD WELDING.

10 ALL PIPE SHALL BE LAID TRUE TO LINE AND GRADE. DIRT AND OTHER FOREIGN MATERIAL SHALL BE PREVENTED FROM ENTERING THE PIPE OR PIPE JOINT DURING HANDLING OR LAYING OPERATIONS. ALL STORM SEWER PIPE TO PIPE CONNECTIONS SHALL BE SEALED WITH BUTYL MASTIC TO ENSURE WATER TIGHTNESS. LIFT HOLES TO BE SEALED USING BUTYL MASTIC AND CONCRETE PLUGS. AT NO TIME SHALL CONNECTIONS BETWEEN THE TOWRN SEWER AND SANITARY SEWER BE ALLOWED.

11 FOR STRUCTURES LOCATED IN PAVED AREAS, A MINIMUM OF FOUR, 2-INCH DIAMETER HOLES SHALL BE DRILLED OR PRECAST INTO THE STRUCTURE WITHIN 1 FOOT OF THE LOWEST PIPE INVERT. THE HOLES SHALL BE DISTRIBUTED EQUIDISTANT AROUND THE PERIMETER OF THE STRUCTURE. A 1-FOOT BY 1-FOOT SECTION OF UNDERDRAIN FILTER CLOTH MATERIAL SHALL BE SUFFICIENTLY FIXED TO THE OUTSIDE OF THE MANHOLE WITH MASTIC MATERIAL TO PREVENT SLIPPAGE DURING BACKFILLING.

12 ALL STORM SEWER STRUCTURE FRAMES WITHOUT INSIDE FLANGES SHALL BE SHAPED WITH NON-SHRINKING HYDRAULIC CEMENT TO FORM A FILLET TO THE STRUCTURE OR ADJUSTING RING.  
WHEN ADJUSTMENTS ARE NECESSARY, ALL RINGS SHALL BE HIGH DENSITY POLYETHYLENE PLASTIC (HDPE), RECYCLED RUBBER, HIGH DENSITY EXPANDING POLYSTYRENE, EXPANDED POLYPROPYLENE (EPP), OR OTHER MATERIAL AS APPROVED BY THE CITY ENGINEER. PRECAST CONCRETE RINGS, BRICKS, ROCKS, SHIMS, OR CONCRETE BLOCKS WILL NOT BE ALLOWED.

**EROSION CONTROL AND DRAINAGE NOTES (GENERAL)**

- 1 THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AT ALL TIMES DURING THE COURSE OF CONSTRUCTION AND PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.
- 2 DURING EXTENDED DRY PERIODS, THE CONSTRUCTION AREA(S) MAY NEED TO BE WATERED DOWN TO PREVENT THE BLOWING OF SOIL FROM THE SITE.

3 DURING CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE UTILIZED TO MINIMIZE THE TRACKING OF DIRT ONTO THE PUBLIC STREETS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO KEEP PUBLIC STREET PAVEMENT CLEAN OF DIRT AND DEBRIS. ANY DIRT THAT IS TRACKED ONTO THE PUBLIC STREETS SHALL BE REMOVED THE SAME DAY. IF THE AMOUNT TRACKED ON THE PUBLIC STREET IS EXCESSIVE, CLEANING MAY BE REQUIRED MORE FREQUENTLY.

**EROSION CONTROL AND DRAINAGE NOTES (PROJECT SPECIFIC)**

- 1 ALL EROSION CONTROL MEASURES SHALL BE PROPERLY INSTALLED, AS PERMITTED, PRIOR TO ANY LAND DISTURBANCE ACTIVITIES. ALL EROSION CONTROL SHALL BE MAINTAINED UNTIL TURF IS ESTABLISHED.
- 2 ACCEPTABLE PERIMETER EROSION CONTROL INCLUDES SILT FENCE, SILT WORKM AND ANY OTHER APPLICATION APPROVED BY THE CITY ENGINEER.
- 3 ALL OPEN GRATE STRUCTURES SHALL HAVE EROSION CONTROL PROTECTION IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLANS. INLET BASKETS ARE THE PREFERRED METHOD; STRAW BALES SHALL NOT BE USED.
- 4 STOCKPILES NOT BEING DISTURBED FOR MORE THAN 14 DAYS SHALL BE SEEDED.
- 5 ALL EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY, AFTER ANY 0.5 INCH RAINFALL, OR MORE FREQUENTLY AS NECESSARY TO MAINTAIN THEIR FUNCTION.
- 6 IT IS THE RESPONSIBILITY OF THE OWNER OR HIS DESIGNEE TO INSPECT ALL TEMPORARY EROSION CONTROL MEASURES PER THE REQUIREMENTS OF THE NPDES PERMIT AND CORRECT ANY DEFICIENCIES AS NEEDED.

**GEOMETRIC AND PAVING NOTES (GENERAL)**

- 1 IT IS THE RESPONSIBILITY OF THE OWNER OR HIS DESIGNEE TO INSPECT ALL TEMPORARY EROSION CONTROL MEASURES PER THE REQUIREMENTS OF THE NPDES PERMIT AND CORRECT ANY DEFICIENCIES AS NEEDED.
- 2 THE DEVELOPER AND CONTRACTOR SHALL HAVE THE RESPONSIBILITY TO ADEQUATELY PROTECT THE PAVEMENT AND PROPERTY, CURB AND GUTTER AND OTHER RIGHT-OF-WAY IMPROVEMENTS, WHETHER NEWLY CONSTRUCTED OR EXISTING, FROM ANY AND ALL DAMAGE. SUFFICIENT MEANS SHALL BE EMPLOYED BY THE CONTRACTOR TO PROTECT AGAINST SUCH DAMAGE TO THE SATISFACTION OF THE CITY ENGINEER.
- 3 ANY NEW OR EXISTING IMPROVEMENTS THAT ARE DAMAGED SHALL BE REPAIRED OR REPLACED IN A MANNER THAT IS SATISFACTORY TO THE CITY ENGINEER.
- 4 THE CONTRACTOR AND/OR DEVELOPER SHALL SECURE ALL NECESSARY RIGHTS AND PERMISSIONS TO PERFORM ANY WORK ON PRIVATE PROPERTY NOT WITHIN THE OWNERSHIP RIGHTS OF THE DEVELOPER. THE DEVELOPER SHALL BEAR THE SOLE RESPONSIBILITY FOR DAMAGES THAT MAY OCCUR AS A RESULT OF WORK PERFORMED UNDER CONTRACTS THEY INITIATE.

5 THE CONTRACTOR/DEVELOPER WILL BE RESPONSIBLE FOR BRINGING PAVEMENTS (STREET, CURB AND GUTTER, SIDEWALK, DRIVEWAY) ON THE PROPERTY UP TO CITY STANDARDS INCLUDING ANY REPAIRS TO SUBSTANDARD PAVEMENTS THAT EXISTED PRIOR TO OR OCCURRED DURING CONSTRUCTION.

6 WHEREVER NEW WORK WILL MEET EXISTING CONDITIONS OTHER THAN LAWN AREAS, REGARDLESS OF WHETHER THE NEW OR EXISTING WORK IS ASPHALT OR CONCRETE, THE EXISTING ADJACENT SIDEWALK, DRIVEWAYS, PAVEMENT OR CURB SHALL BE NEATLY SAW CUT. THE SAW CUT SHALL BE IN A NEAT STRAIGHT LINE SUFFICIENTLY DEEP SO THAT IT RENDERS A SMOOTH VERTICAL FACE TO MATCH TO. IF THE CONTRACTOR IS NOT CAREFUL OR DOES NOT SAW DEEP ENOUGH AND THE CUT LINE BREAKS OUT OR CHIPS TO AN IMPERFECT EDGE, THEN THE EXISTING SIDE MUST BE RE-CUT SQUARE AND DONE OVER UNTIL IT IS CORRECT.

**TRAFFIC CONTROL AND PROTECTION NOTES (GENERAL)**

1 ALL DEVELOPERS AND CONTRACTORS SHALL PROVIDE SUITABLE TRAFFIC CONTROL FOR THEIR CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH PART 6 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION. TRAFFIC CONTROL MUST BE PROVIDED FOR ANY ACTIVITY THAT IMPACTS TRAFFIC FLOW. THIS INCLUDES, BUT IS NOT LIMITED TO, ROAD CLOSURES REQUIRING DETOURS, DAILY LANE CLOSURES, LONG TERM LANE CLOSURES, NARROW LANES, AND CONSTRUCTION VEHICLES ENTERING AND EXITING THE PUBLIC ROADWAY. ALL TRAFFIC CONTROL SET-UPS MAY BE INSPECTED BY THE CITY OF NAPERVILLE TO ENSURE THAT THEY ARE PROVIDING POSITIVE GUIDANCE TO MOTORISTS AND ARE NOT IN THEMSELVES PRESENTING A HAZARDOUS SITUATION. A REPRESENTATIVE OF THE DEVELOPER OR CONTRACTOR MUST PROVIDE PHONE NUMBERS AT WHICH THEY CAN BE REACHED 24 HOURS A DAY AND ON WEEKENDS SO THAT THEY CAN MAINTAIN TRAFFIC CONTROL DEVICES.

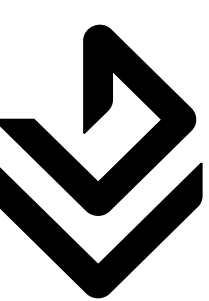
2 PEDESTRIANS MUST BE PROVIDED WITH A SAFE ALTERNATE ROUTE IF PEDESTRIAN FACILITIES ARE TO BE CLOSED AS A RESULT OF CONSTRUCTION ACTIVITIES. GUIDANCE MUST BE PROVIDED TO PEDESTRIANS SO THAT THEY MAY AVOID THE WORK ZONE. SAID PEDESTRIAN DETOUR PLAN (WITH SIGNAGE) IS TO BE REVIEWED AND ACCEPTED BY THE CITY IN WRITING, PRIOR TO THE COMMENCEMENT OF THE WORK.

3 THE CONTRACTOR SHALL EMPLOY THE APPROPRIATE METHODS OF TRAFFIC CONTROL IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, SUCH THAT THE SAFETY OF VEHICLES, AND PEDESTRIANS IS PRESERVED AT ALL TIMES. THE ERECTION AND MAINTENANCE OF THE TRAFFIC CONTROL DEVICES SHALL BE TO THE SATISFACTION OF THE AGENCY OF JURISDICTION AND THE CITY ENGINEER.

4 ANY TEMPORARY OPEN HOLES SHOULD BE BARRICADED AND PROTECTED IN ACCORDANCE WITH APPLICABLE STANDARDS.

REVISION RECORD

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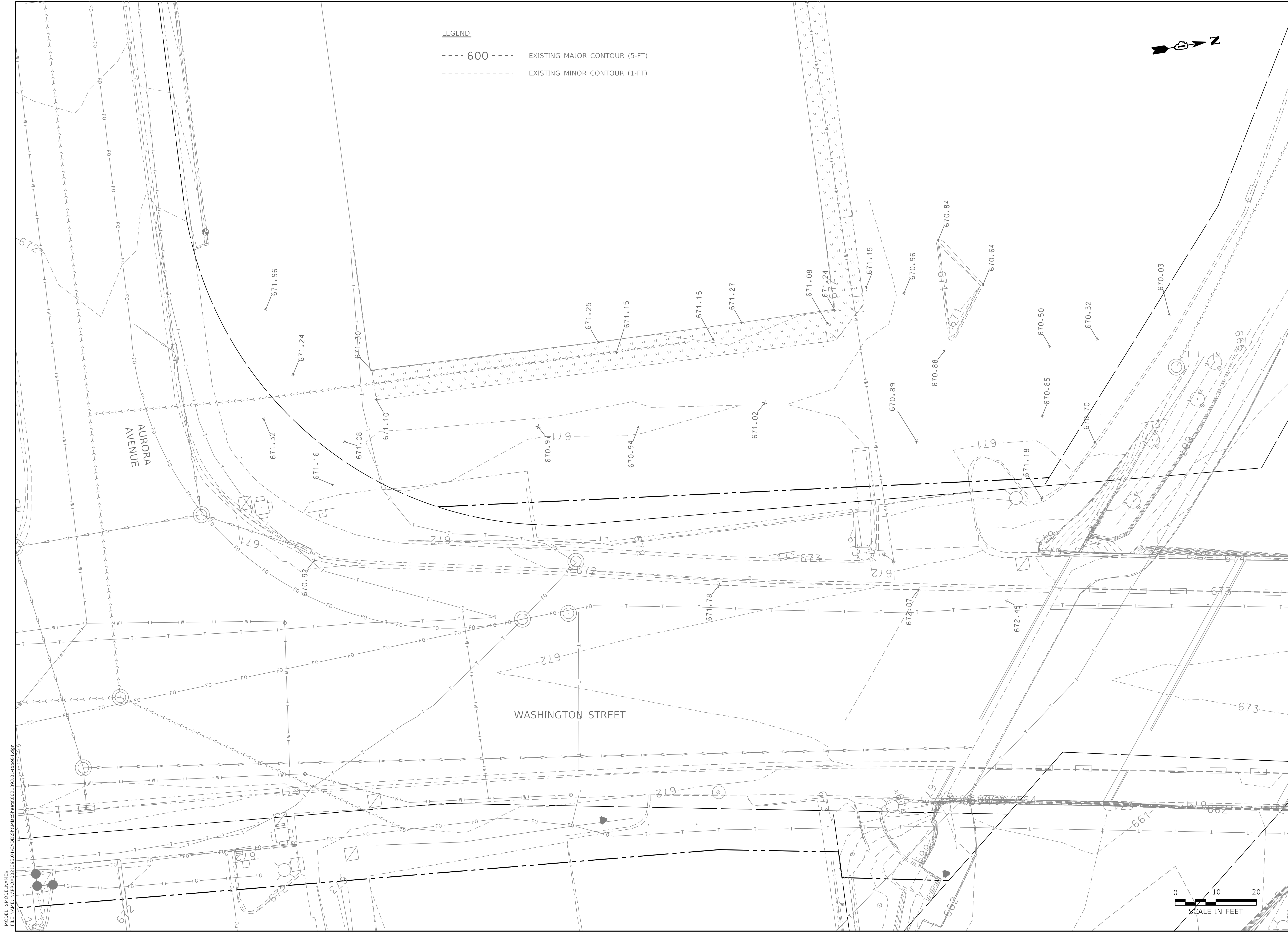
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P 773.775.4009 | www.ciorba.com

417-423 WASHINGTON STREET  
PARKING LOT DESIGN  
NAPERVILLE, IL

**SITE SPECIFICATIONS**

DESIGNED - TBH	SCALE: N.T.S.
DRAWN - VZ	
CHECKED - DLD	PROJ. NO.:
DATE - 2/3/2022	

DRAWINGS NO.:  
**C100**  
SHEET 2 OF 8



**LEGEND:**  
 --- 600 --- EXISTING MAJOR CONTOUR (5-FT)  
 - - - - - EXISTING MINOR CONTOUR (1-FT)



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REVISION RECORD

NO.	DATE

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417-423 WASHINGTON STREET  
 PARKING LOT DESIGN  
 NAPERVILLE, IL

TOPOGRAPHIC EXHIBIT

DESIGNED - TBH	SCALE: 1"=10'
DRAWN - VZ	PROJ. NO.:
CHECKED - DLD	DATE - 2/3/2022



DRAWINGS NO.:  
**C200**  
 SHEET 3 OF 8

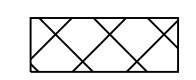
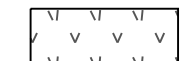


**DEMOLITION NOTES:**

1. ALL EXISTING PAVEMENT WITHIN THE CONSTRUCTION LIMITS, INCLUDING BITUMINOUS PAVEMENT, DRIVEWAYS, AND/OR CONCRETE PADS SHALL BE COMPLETELY REMOVED.
2. THE EXISTING ASPHALT PAVEMENT SHALL REMAIN IN PLACE DURING CONSTRUCTION TO PROVIDE ACCESS TO THE SITE SHORTLY BEFORE NEW PAVEMENT IS PLACED. THE EXISTING ASPHALT PAVEMENT SHALL BE REMOVED FULL DEPTH SO THAT THE PROPOSED PAVEMENT SECTIONS CAN BE INSTALLED. AGGREGATE MATERIALS SPECIFIED ON THE DIMENSION PLAN SHALL BE USED AS FILL WHERE REQUIRED.
3. ANY SIDEWALK CLOSURES REQUIRED BY THE CONTRACTOR SHALL BE KEPT TO A MINIMUM. SIDEWALK CLOSURE SHALL BE IN ACCORDANCE WITH IDOT STANDARD 701801.
4. ALL DEBRIS FROM DEMOLITION SHALL BE HAULED OFF SITE AND DISPOSED OF BY LEGAL MEANS.
5. ALL ADJACENT STREETS SHOULD BE KEPT CLEAR OF MUD/DEBRIS. THE CONTRACTOR SHALL INSPECT THE STREETS DAILY AND CLEAN THEM AS NECESSARY.

6. ALL WORK SHALL BE DONE IN GENERAL ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS CONTAINED IN THE MUNICIPAL "SOIL EROSION AND SEDIMENTATION CONTROL" ORDINANCE. THE CONTRACTOR SHALL INSTALL THE NECESSARY EROSION AND SEDIMENTATION CONTROL DEVICES THAT WILL PROTECT THE EXISTING STORM SEWERS, PUBLIC ROADWAYS, AND ADJACENT PROPERTIES FROM SEDIMENT THAT WILL ARISE FROM THE PROPOSED DEMOLITION AND/OR CONSTRUCTION. DEVICES SHALL INCLUDE SILT FENCE, FILTER BASKETS INSERTED INTO DRAINAGE STRUCTURES, CONSTRUCTION ENTRANCE, PAVEMENT CLEANING, ETC. THE COST OF THIS WORK SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED AS INCIDENTAL TO THE CONTRACT.
7. EXISTING CONCRETE WHEEL STOPS WILL BE REMOVED AND HAULED OFF SITE AT THE CONTRACTOR'S EXPENSE.
8. EXISTING BOLLARDS AND SIDEWALK SHALL BE REPLACED IN-KIND IF DAMAGED AT THE CONTRACTOR'S EXPENSE.

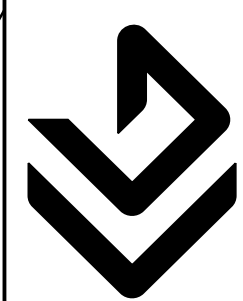
**DEMOLITION LEGEND:**

-  FULL DEPTH PAVEMENT REMOVAL
-  EXISTING SIDEWALK



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NO	DATE


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**417-423 WASHINGTON STREET  
 PARKING LOT DESIGN  
 NAPERVILLE, IL**

DEMOLITION PLAN	
DESIGNED - TBH	SCALE: 1"=10'
DRAWN - VZ	PROJ. NO.:
CHECKED - DLD	DATE - 2/3/2022


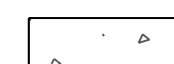

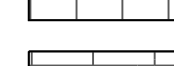
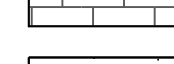


DRAWINGS NO.:  
**C300**  
 SHEET 4 OF 8

**DIMENSION NOTES:**

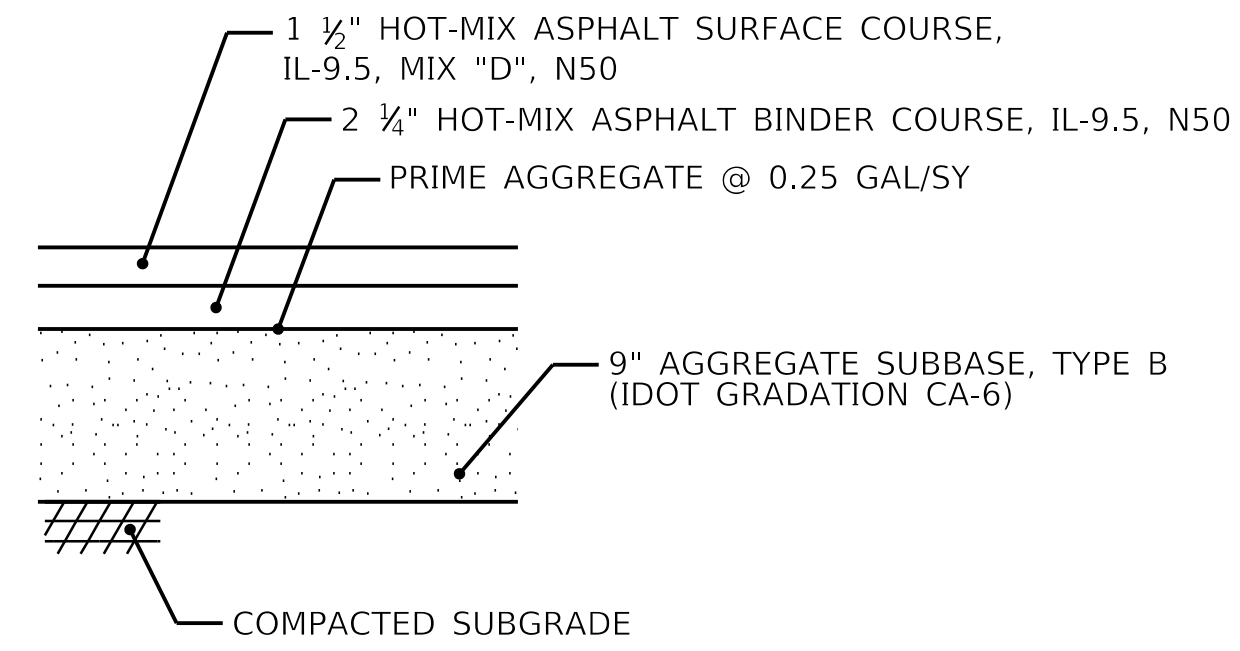
- ALL DIMENSIONS ARE TO THE FACE OF CURB OR EXISTING SIDEWALK.
- ALL PAVEMENT MARKINGS SHALL BE YELLOW PAINT. LINES SHALL BE 4 INCHES WIDE.

**PROPOSED LEGEND:**

-  PARKING LOT ASPHALT PAVEMENT
-  ROADWAY PAVEMENT (BY OTHERS)
-  DRIVEWAY PAVEMENT (BY OTHERS)
-  REMOVE AND REINSTALL BRICK PAVER (BY OTHERS)
-  PCC SIDEWALK, 5 INCH (BY OTHERS)

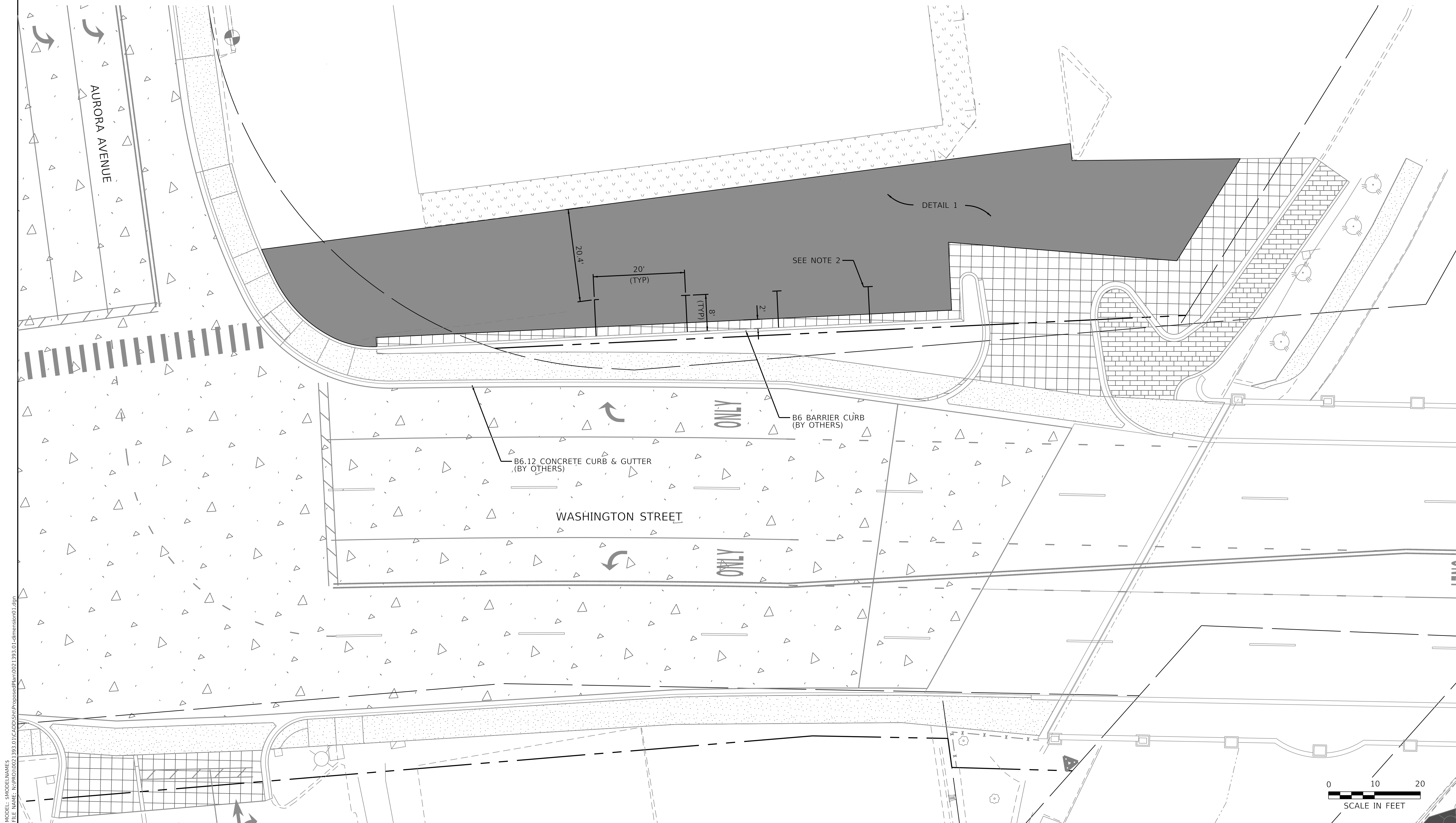
**FULL-DEPTH ASPHALT PAVEMENT SECTION**

**DETAIL 1**  
(NTS)



**SITE DATA:**

GROSS BOUNDARY:	5,116.5 SQ.FT. (0.12 AC.)
EXISTING PERVIOUS AREA:	116.7 SQ.FT. (2.3%)
EXISTING IMPERVIOUS AREA:	4,997.8 SQ.FT. (97.7%)
EXISTING REGULAR PARKING SPACES:	8 SPACES
EXISTING HANDICAP PARKING SPACES:	0 SPACES
PROPOSED PERVIOUS AREA:	0.0 SQ.FT. (0.0%)
PROPOSED IMPERVIOUS AREA:	5,116.5 SQ.FT. (100.0%)
PROPOSED REGULAR PARKING SPACES:	4 SPACES
PROPOSED HANDICAP PARKING SPACES:	0 SPACES



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REVISION RECORD

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**417-423 WASHINGTON STREET  
 PARKING LOT DESIGN  
 NAPERVILLE, IL**

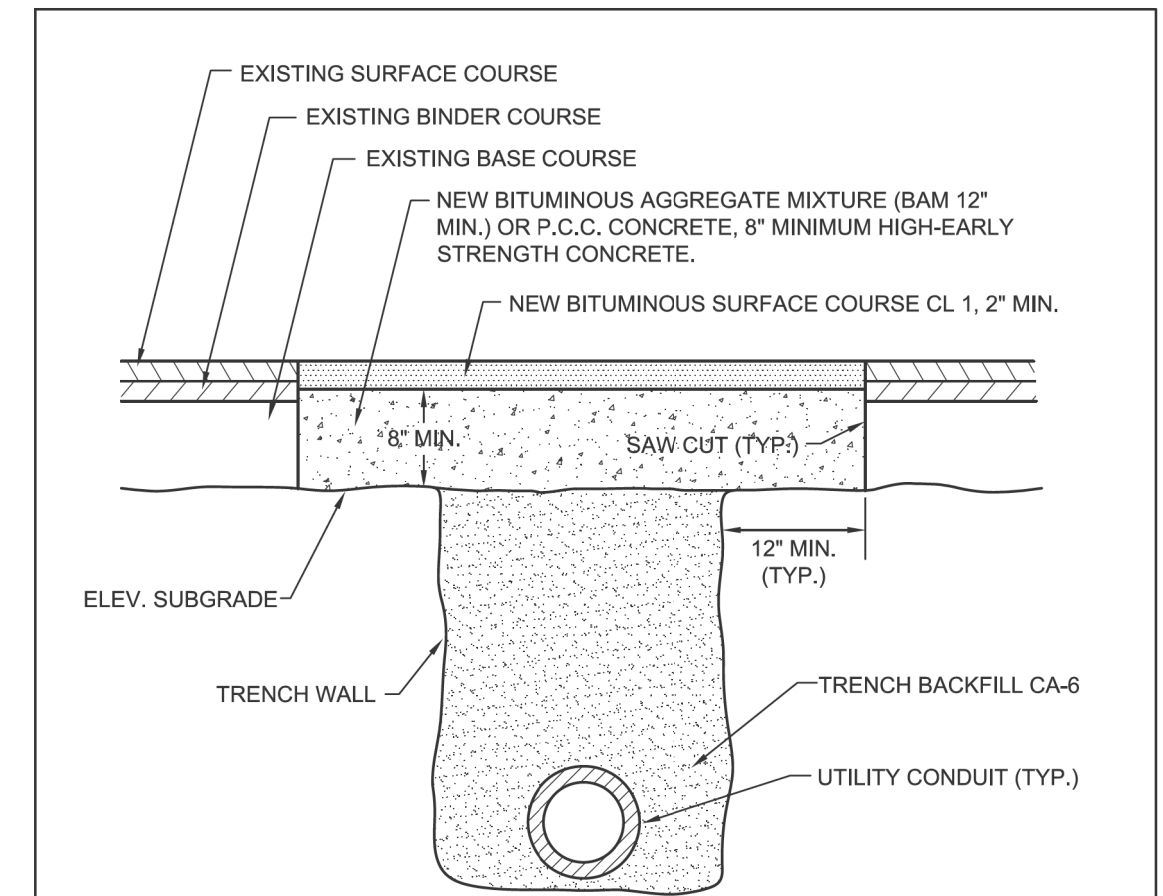
**DIMENSION PLAN**

DESIGNED - TBH	SCALE: 1"=10'
DRAWN - VZ	PROJ. NO.:
CHECKED - DLD	DATE - 3/10/2022

DRAWINGS NO.: **C400**  
 SHEET 5 OF 8

**UTILITY NOTES:**

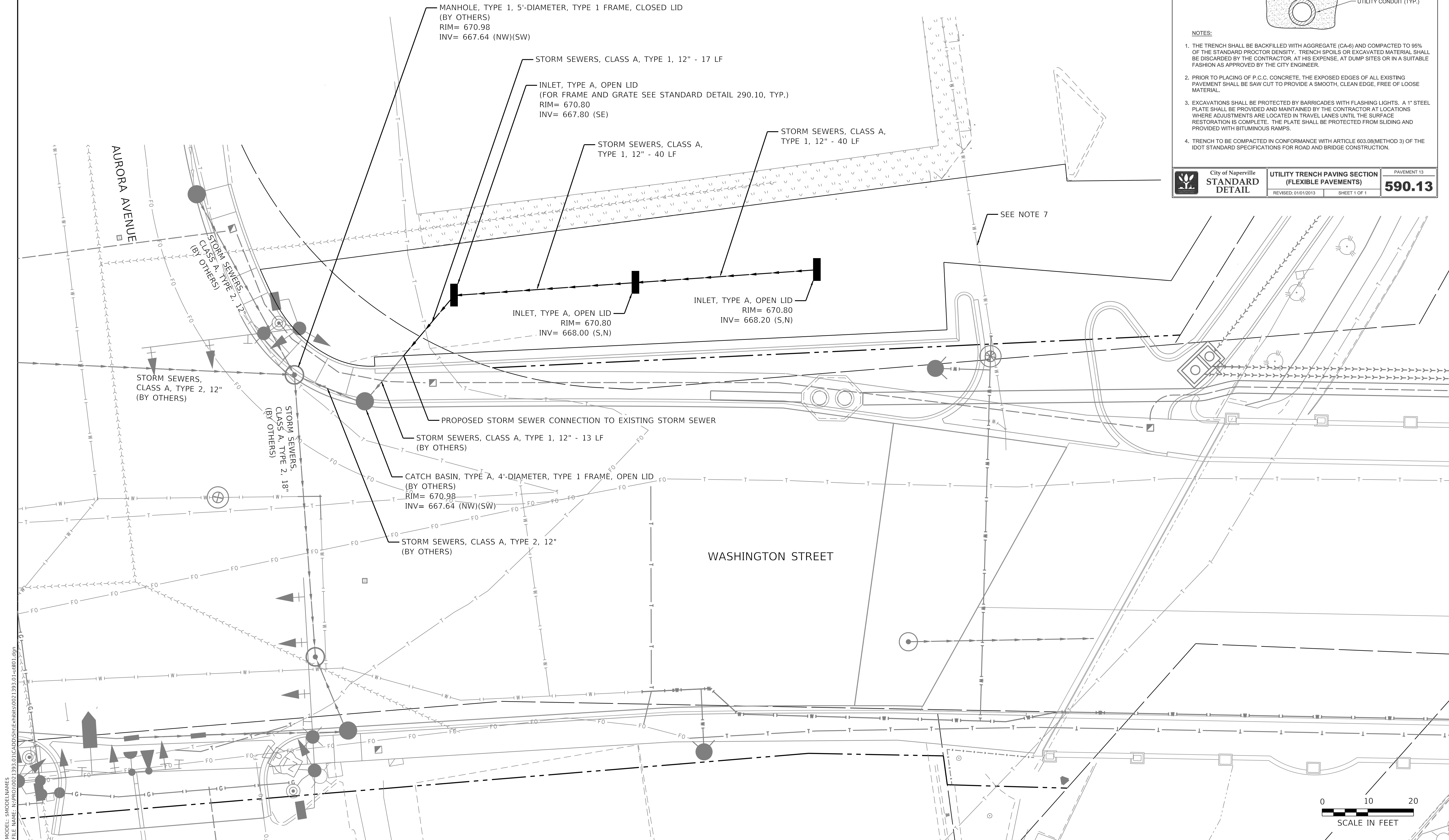
1. THE EXISTING SANITARY SEWER ALIGNMENT IS BASED ON THE CITY'S SANITARY SEWER ATLAS. IT IS ASSUMED TO COMPLY WITH THE CITY OF NAPERVILLE'S STANDARD COVER FOR SANITARY SEWERS, 7-FT. THE LOCATION AND DEPTH WILL REQUIRE VERIFICATION PRIOR TO CONSTRUCTION.
2. THE EXISTING WATER MAIN ALIGNMENT IS BASED ON THE CITY'S WATER MAIN ATLAS. IT IS ASSUMED TO COMPLY WITH THE CITY OF NAPERVILLE'S STANDARD COVER FOR WATER MAIN, 5-FT. THE LOCATION AND DEPTH WILL REQUIRE VERIFICATION PRIOR TO CONSTRUCTION.
3. THE WASHINGTON STREET STORM SEWER SYSTEM SHOWN IN THE PLAN IS BASED ON WORK TO BE COMPLETED FOR IDOT CONTRACT 61G82 TO RECONSTRUCT WASHINGTON STREET FROM AURORA AVENUE TO CHICAGO AVENUE. THIS WORK WILL BE COMPLETED PRIOR TO THE START OF THIS CONTRACT.
4. THE CATCH BASIN LOCATED AT THE CORNER OF WASHINGTON STREET AND AURORA AVENUE WILL BE INSTALLED UNDER IDOT CONTRACT 61G82 TO RECONSTRUCT WASHINGTON STREET FROM AURORA AVENUE TO CHICAGO AVENUE. WORK TO INSTALL THIS CATCH BASIN SHALL BE COMPLETED PRIOR TO THE START OF THIS CONTRACT.
5. THE EXISTING UNDERGROUND TELEPHONE LINE IS BASED ON REDLINE PLANS RECEIVED FROM AT&T DURING COORDINATION. THE LOCATION AND DEPTH WILL REQUIRE VERIFICATION PRIOR TO CONSTRUCTION.
6. SEE NAPERVILLE STANDARD DETAIL 590.13 FOR TRENCH BACKFILL MATERIALS.
7. FIELD VERIFY THE LOCATION AND ELEVATION OF WATER SERVICE LINES AND PROTECT DURING CONSTRUCTION.



**NOTES:**

1. THE TRENCH SHALL BE BACKFILLED WITH AGGREGATE (CA-6) AND COMPACTED TO 95% OF THE STANDARD PROCTOR DENSITY. TRENCH SPOILS OR EXCAVATED MATERIAL SHALL BE DISCARDED BY THE CONTRACTOR, AT HIS EXPENSE, AT DUMP SITES OR IN A SUITABLE FASHION AS APPROVED BY THE CITY ENGINEER.
2. PRIOR TO PLACING OF P.C.C. CONCRETE, THE EXPOSED EDGES OF ALL EXISTING PAVEMENT SHALL BE SAW CUT TO PROVIDE A SMOOTH, CLEAN EDGE, FREE OF LOOSE MATERIAL.
3. EXCAVATIONS SHALL BE PROTECTED BY BARRICADES WITH FLASHING LIGHTS. A 1" STEEL PLATE SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR AT LOCATIONS WHERE ADJUSTMENTS ARE LOCATED IN TRAVEL LANES UNTIL THE SURFACE RESTORATION IS COMPLETE. THE PLATE SHALL BE PROTECTED FROM SLIDING AND PROVIDED WITH BITUMINOUS RAMPS.
4. TRENCH TO BE COMPACTED IN CONFORMANCE WITH ARTICLE 603.08(METHOD 3) OF THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

City of Naperville <b>STANDARD DETAIL</b>	<b>UTILITY TRENCH PAVING SECTION (FLEXIBLE PAVEMENTS)</b> REVISED: 01/01/2013 SHEET 1 OF 1	PAVEMENT 13
		<b>590.13</b>



REVISION RECORD	
NO.	DATE

**CiorbaGroup**  
 8725 W. Higgins Rd, Ste 600, Chicago, IL 60631  
 P 773.775.4009 | www.ciorba.com

**417-423 WASHINGTON STREET  
 PARKING LOT DESIGN  
 NAPERVILLE, IL**

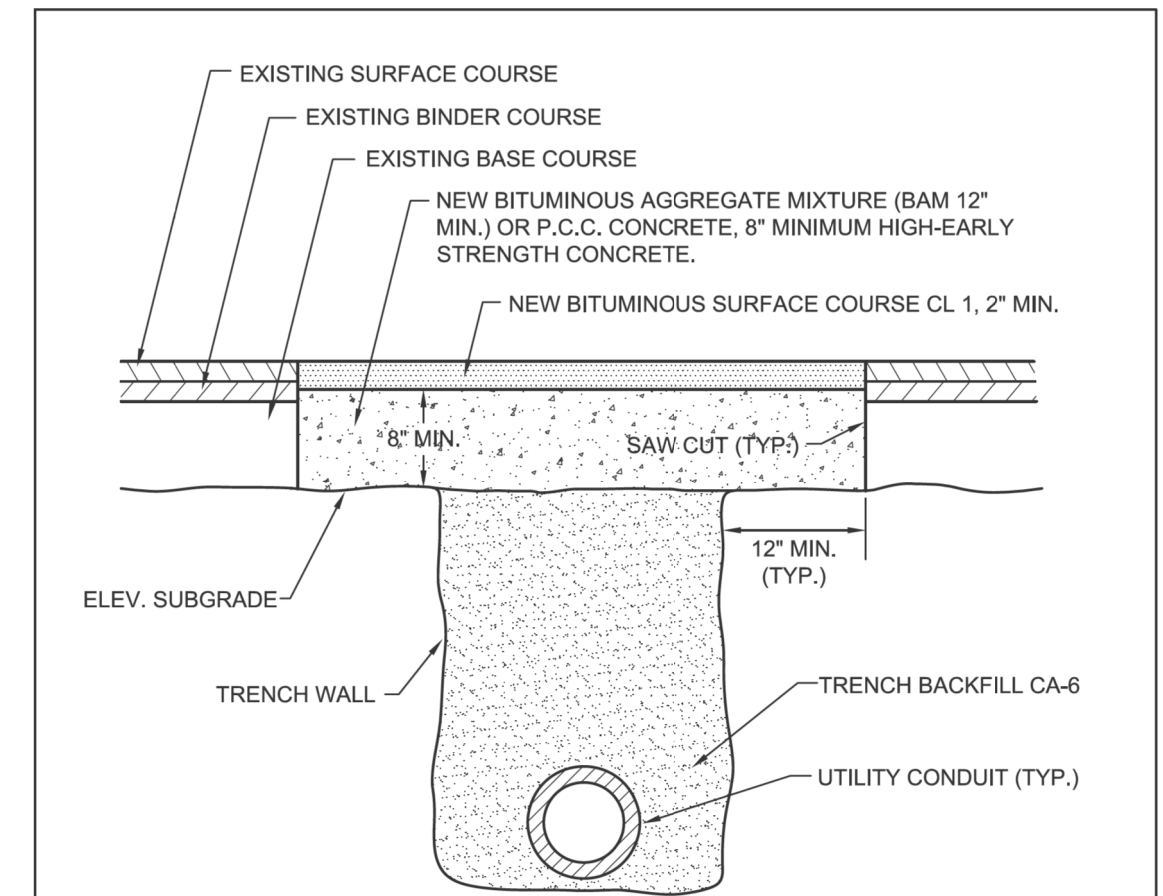
DESIGNED - TBH	SCALE: 1"=10'
DRAWN - VZ	PROJ. NO.:
CHECKED - DLD	DATE - 3/17/2022

DRAWINGS NO.:  
**C600**  
 SHEET 7 OF 8

MODEL: SMODELMMAMES  
 FILE NAME: N:\PROJECTS\2022\61G82\DWG\Utilities\602.393.01-utility.dwg

**UTILITY NOTES:**

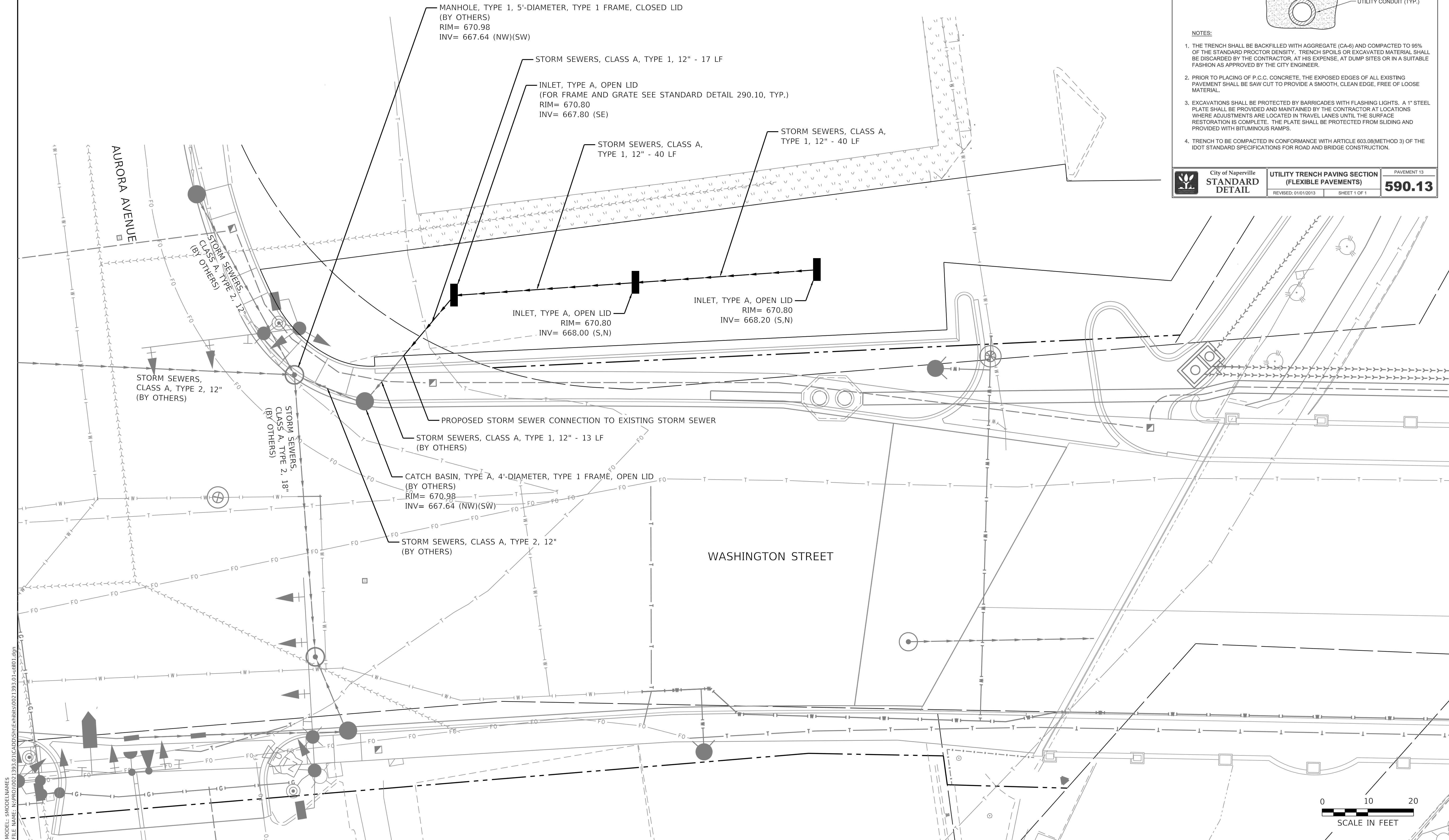
1. THE EXISTING SANITARY SEWER ALIGNMENT IS BASED ON THE CITY'S SANITARY SEWER ATLAS. IT IS ASSUMED TO COMPLY WITH THE CITY OF NAPERVILLE'S STANDARD COVER FOR SANITARY SEWERS, 7-FT. THE LOCATION AND DEPTH WILL REQUIRE VERIFICATION PRIOR TO CONSTRUCTION.
2. THE EXISTING WATER MAIN ALIGNMENT IS BASED ON THE CITY'S WATER MAIN ATLAS. IT IS ASSUMED TO COMPLY WITH THE CITY OF NAPERVILLE'S STANDARD COVER FOR WATER MAIN, 5-FT. THE LOCATION AND DEPTH WILL REQUIRE VERIFICATION PRIOR TO CONSTRUCTION.
3. THE WASHINGTON STREET STORM SEWER SYSTEM SHOWN IN THE PLAN IS BASED ON WORK TO BE COMPLETED FOR IDOT CONTRACT 61G82 TO RECONSTRUCT WASHINGTON STREET FROM AURORA AVENUE TO CHICAGO AVENUE. THIS WORK WILL BE COMPLETED PRIOR TO THE START OF THIS CONTRACT.
4. THE CATCH BASIN LOCATED AT THE CORNER OF WASHINGTON STREET AND AURORA AVENUE WILL BE INSTALLED UNDER IDOT CONTRACT 61G82 TO RECONSTRUCT WASHINGTON STREET FROM AURORA AVENUE TO CHICAGO AVENUE. WORK TO INSTALL THIS CATCH BASIN SHALL BE COMPLETED PRIOR TO THE START OF THIS CONTRACT.
5. THE EXISTING UNDERGROUND TELEPHONE LINE IS BASED ON REDLINE PLANS RECEIVED FROM AT&T DURING COORDINATION. THE LOCATION AND DEPTH WILL REQUIRE VERIFICATION PRIOR TO CONSTRUCTION.
6. SEE NAPERVILLE STANDARD DETAIL 590.13 FOR TRENCH BACKFILL MATERIALS.



**NOTES:**

1. THE TRENCH SHALL BE BACKFILLED WITH AGGREGATE (CA-6) AND COMPACTED TO 95% OF THE STANDARD PROCTOR DENSITY. TRENCH SPOILS OR EXCAVATED MATERIAL SHALL BE DISCARDED BY THE CONTRACTOR, AT HIS EXPENSE, AT DUMP SITES OR IN A SUITABLE FASHION AS APPROVED BY THE CITY ENGINEER.
2. PRIOR TO PLACING OF P.C.C. CONCRETE, THE EXPOSED EDGES OF ALL EXISTING PAVEMENT SHALL BE SAW CUT TO PROVIDE A SMOOTH, CLEAN EDGE, FREE OF LOOSE MATERIAL.
3. EXCAVATIONS SHALL BE PROTECTED BY BARRICADES WITH FLASHING LIGHTS. A 1\"/>

City of Naperville <b>STANDARD DETAIL</b>	UTILITY TRENCH PAVING SECTION (FLEXIBLE PAVEMENTS)	PAVEMENT 13 <b>590.13</b>
	REVISED: 01/01/2013 SHEET 1 OF 1	



REVISION RECORD	
NO.	DATE

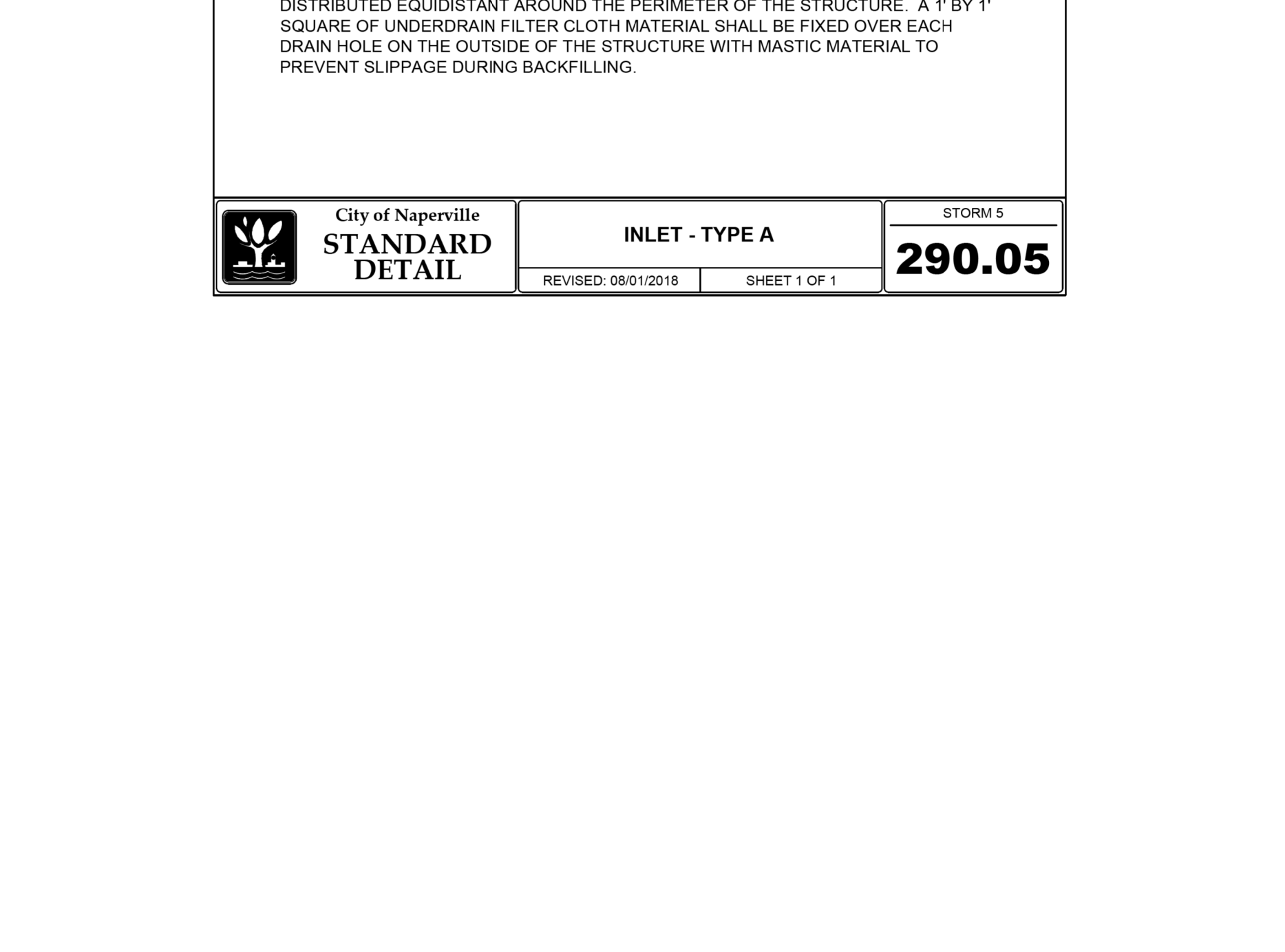
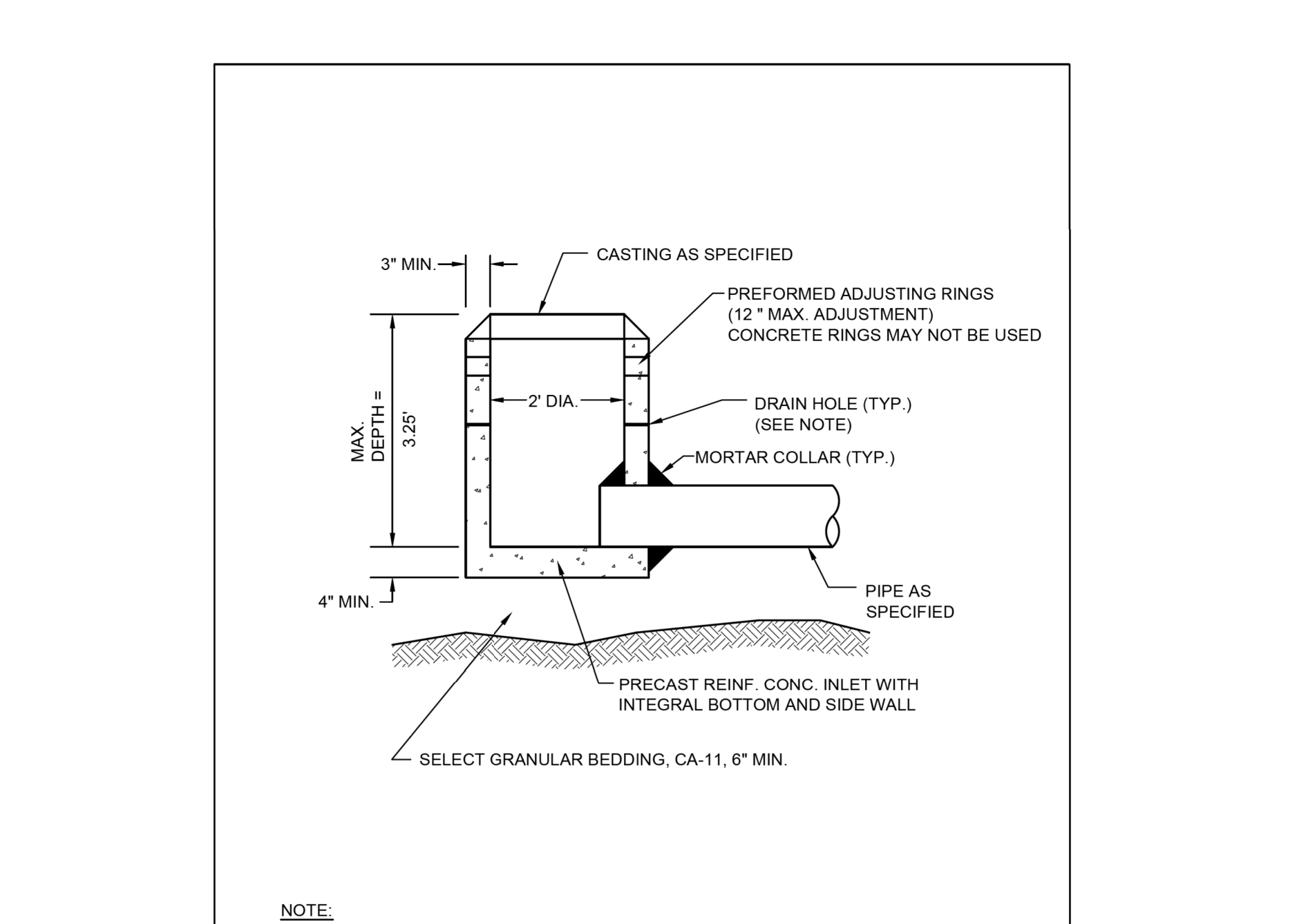
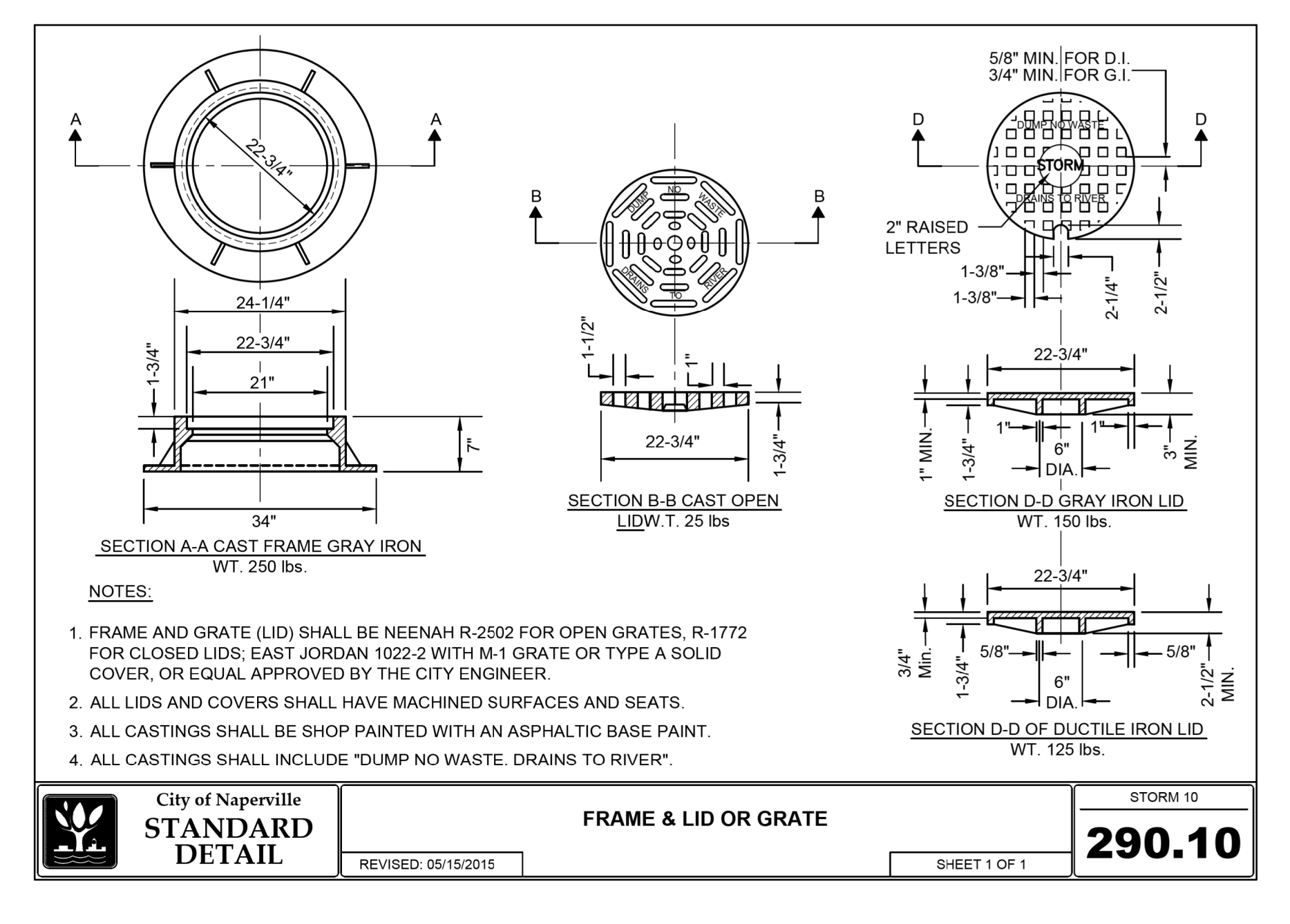
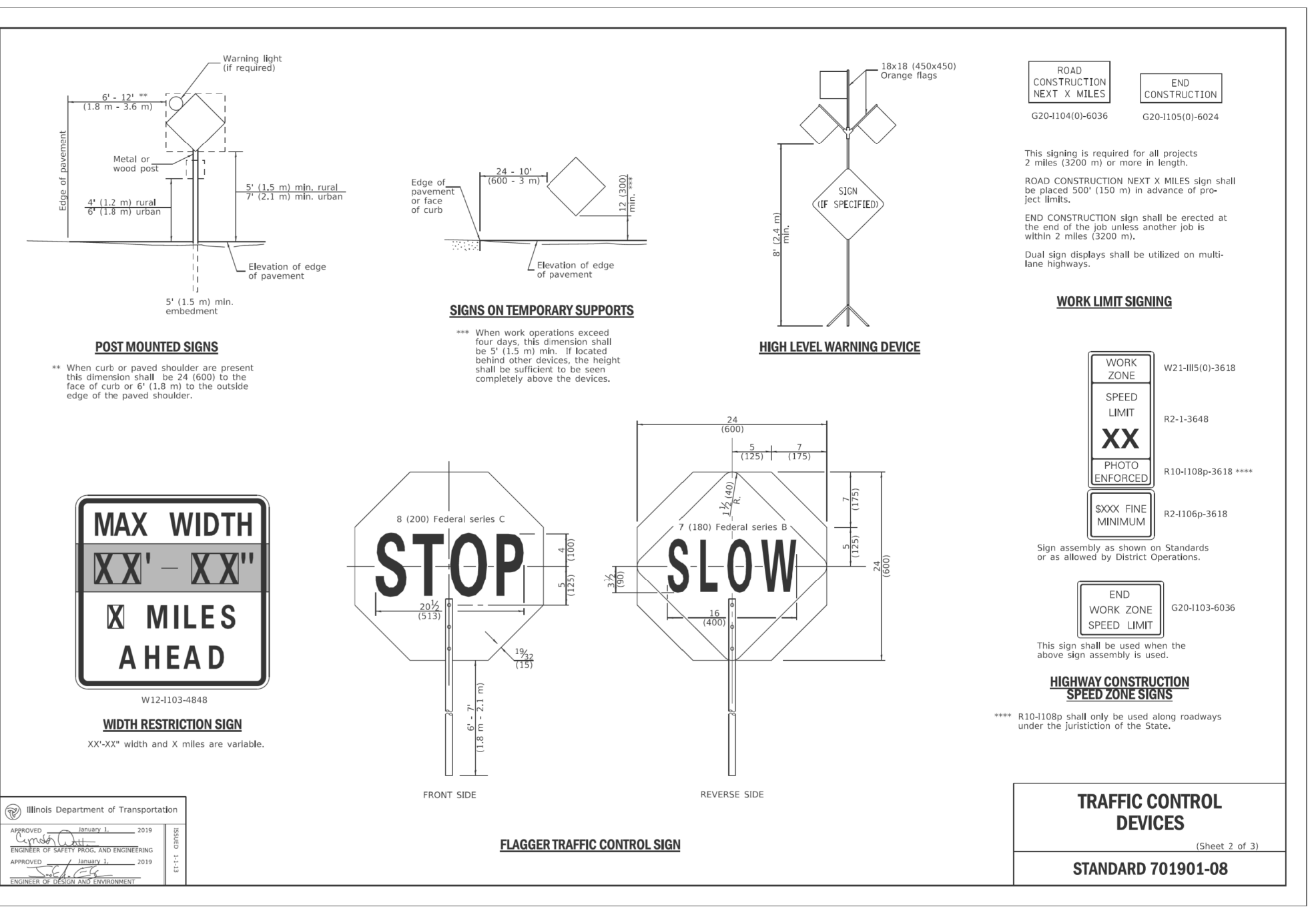
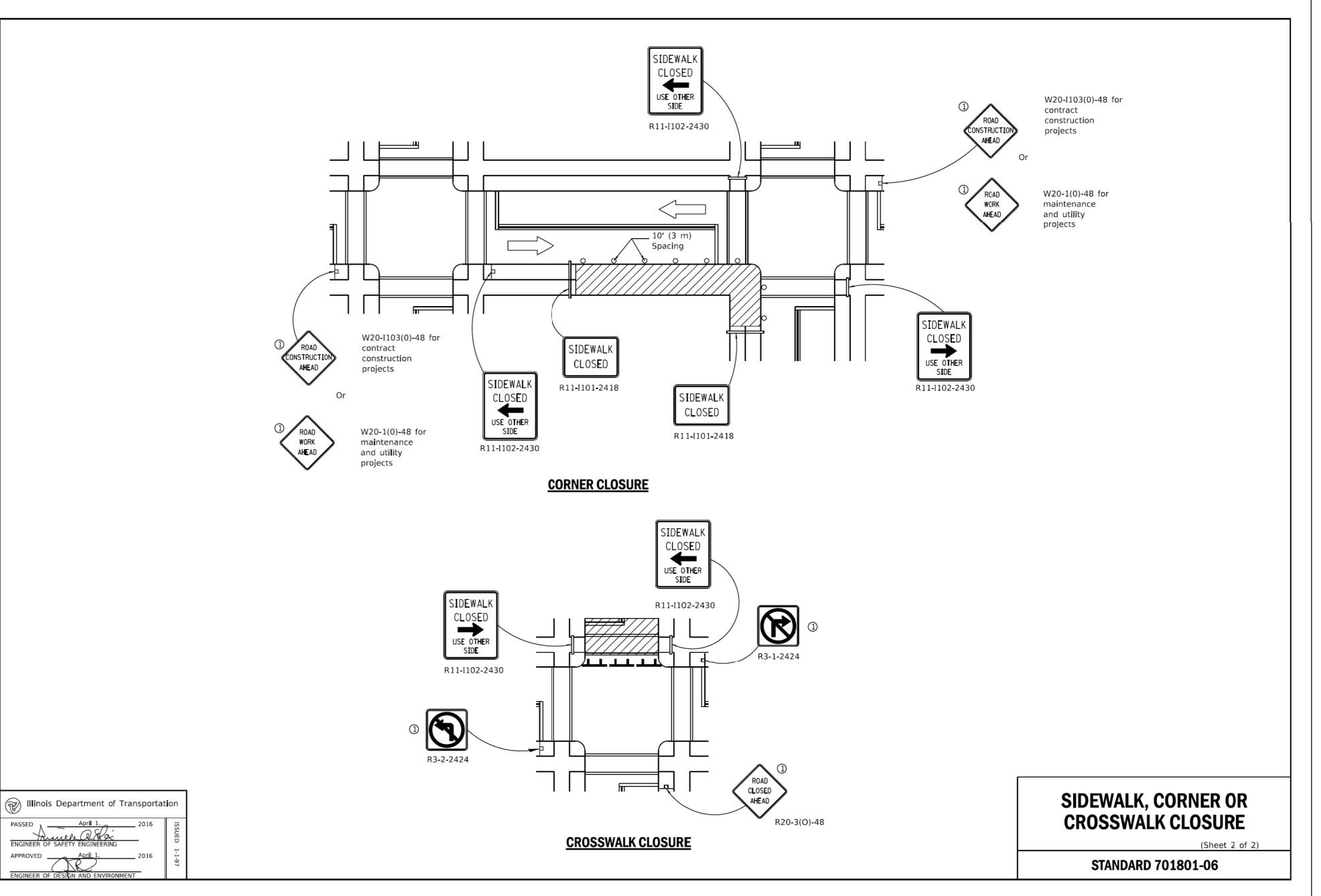
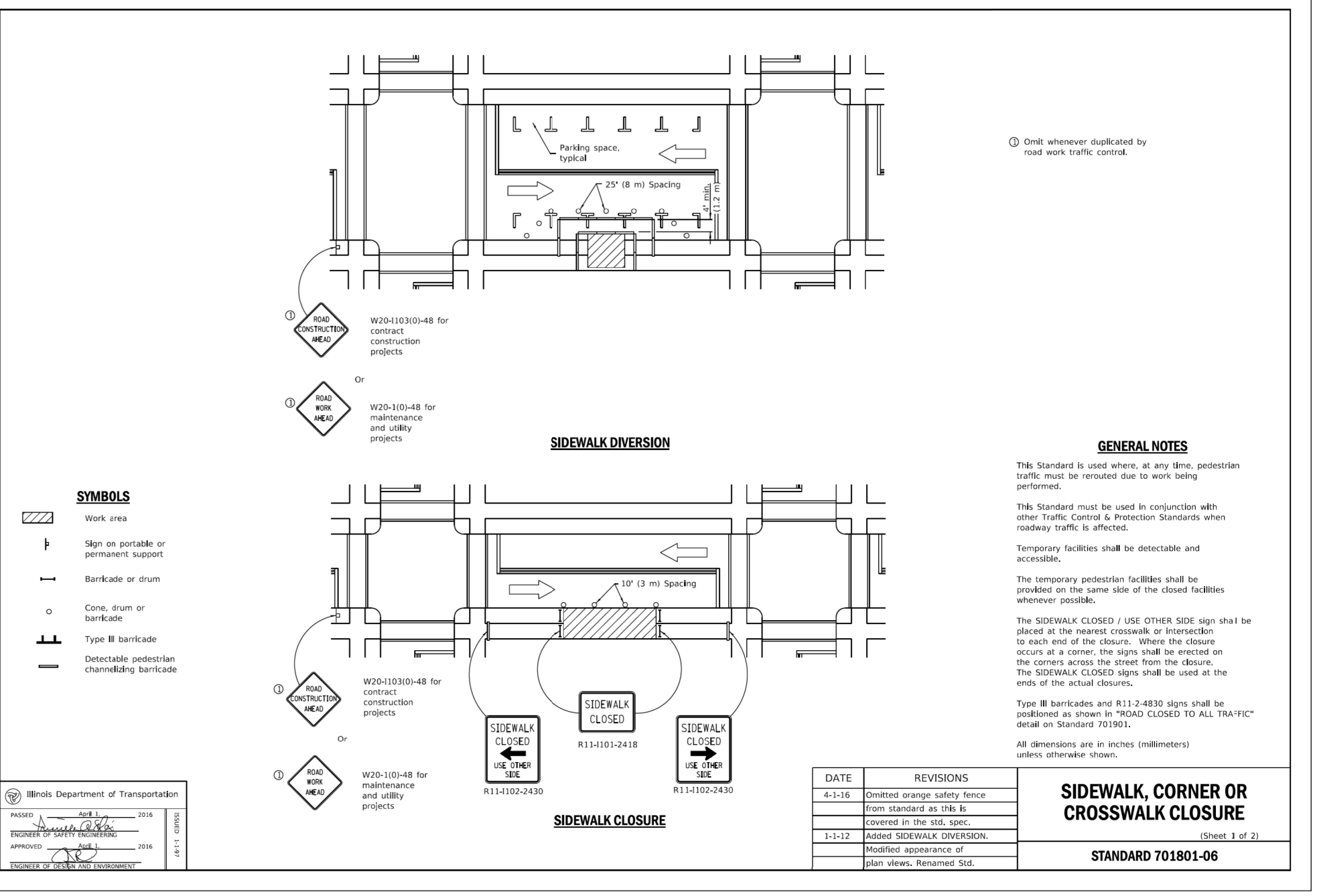
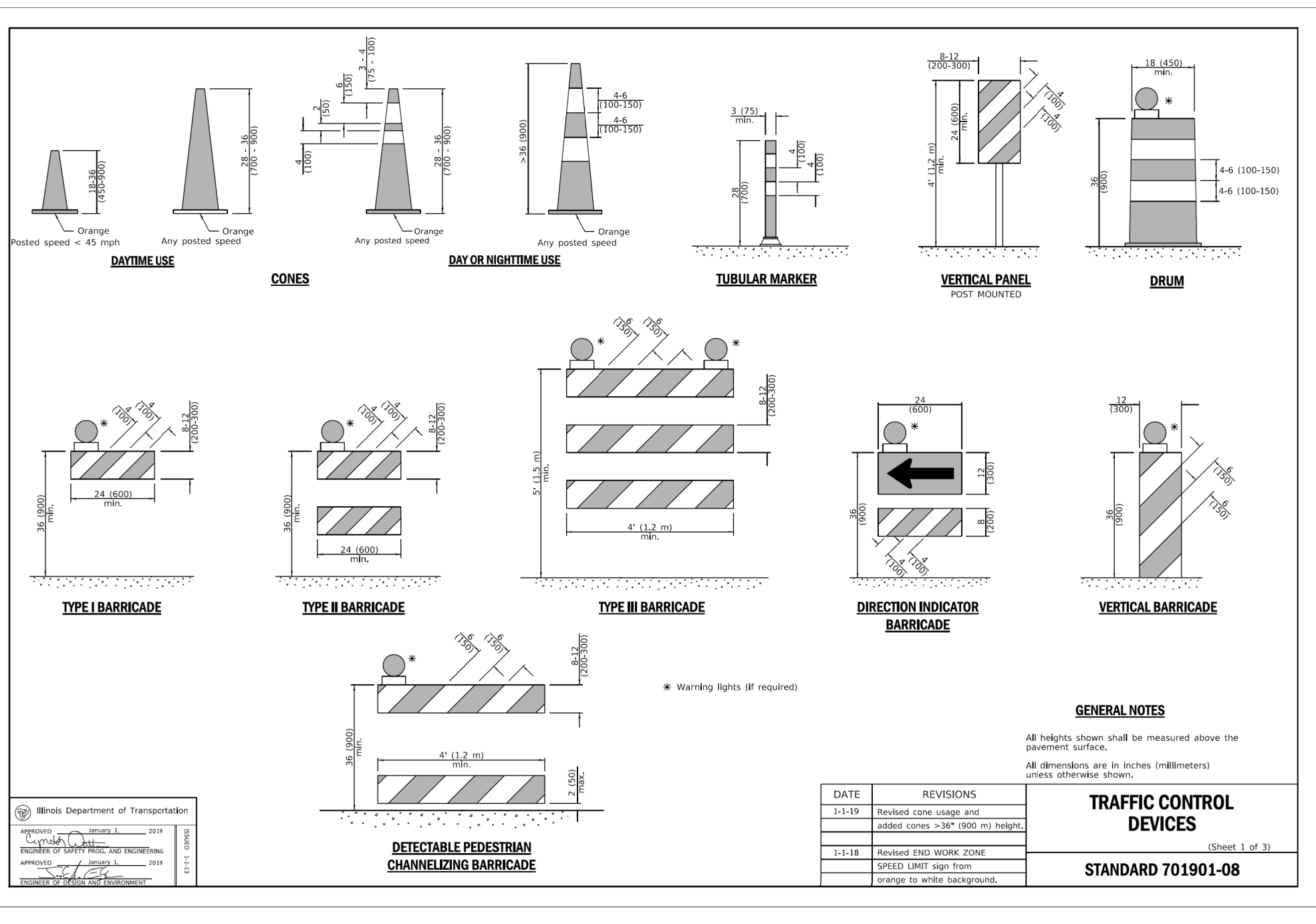
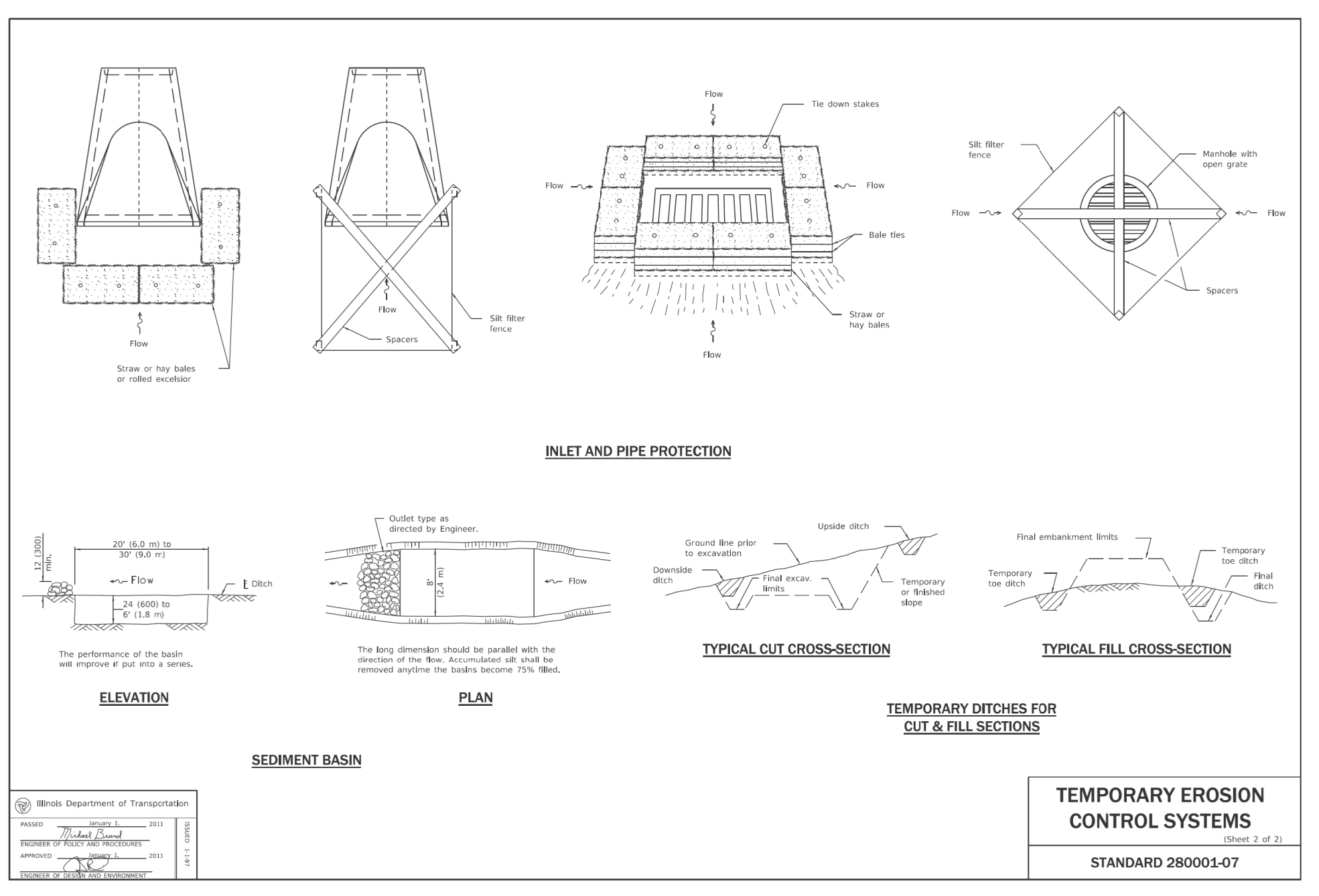
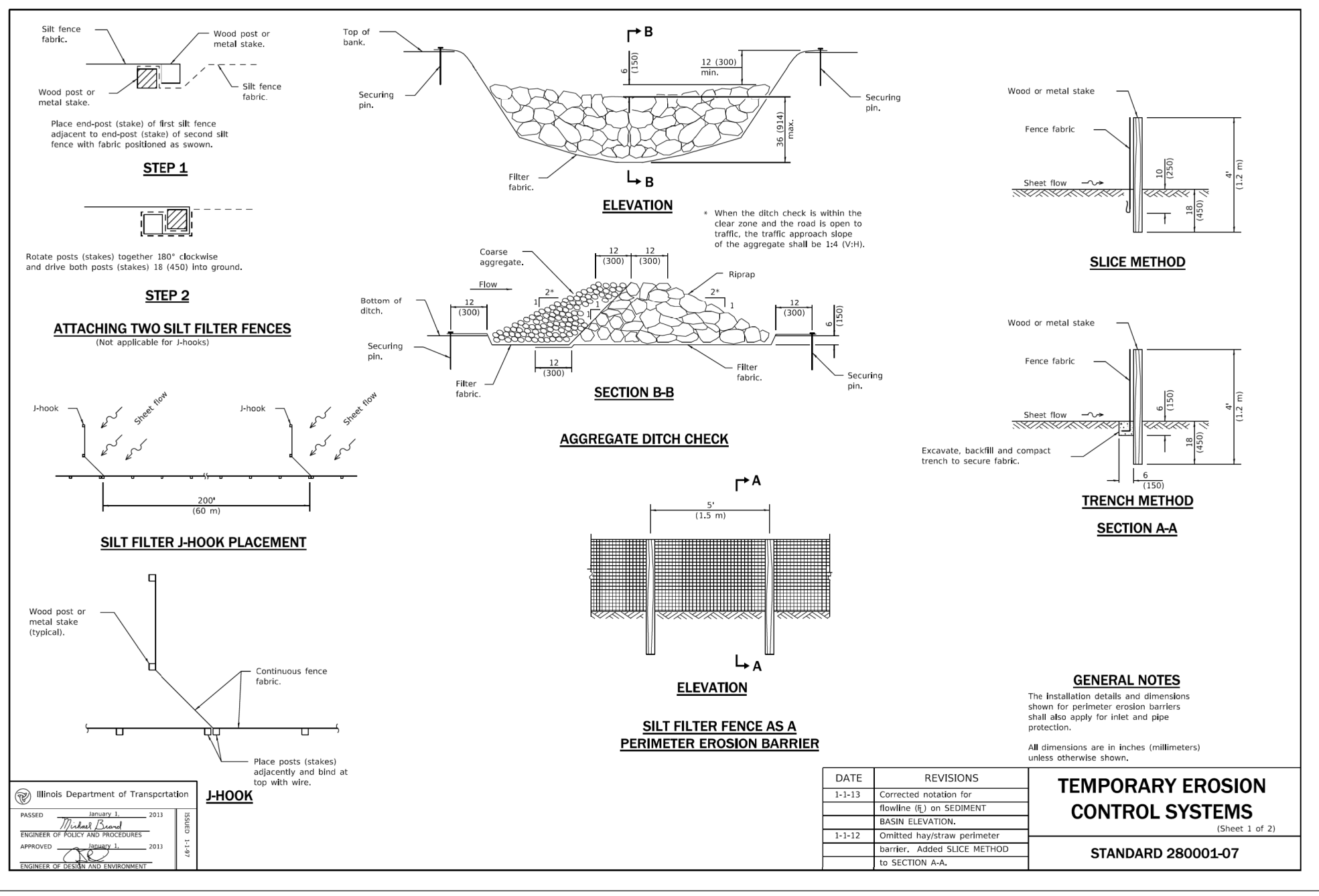
**CiorbaGroup**  
 8725 W. Higgins Rd, Ste 600, Chicago, IL 60631  
 P 773.775.4009 | www.ciorba.com

**417-423 WASHINGTON STREET  
 PARKING LOT DESIGN  
 NAPERVILLE, IL**

UTILITY PLAN		SCALE: 1"=10'	PROJ. NO.:
DESIGNED - TBH	CHECKED - DLD	DATE - 2/3/2022	
DRAWN - VZ			

DRAWINGS NO.:  
**C600**  
 SHEET 7 OF 8

MODEL: SMODELMMAMES  
 FILE NAME: N:\PROJECTS\2022\61G82\DWG\STANDARD\590.13-1.dwg



MODEL: SMODELMMAMES  
FILE NAME: N:\PROJ\021392.0\ICADD\StdDetail\021392.01-detailed.dgn

REVISION RECORD

**CiorbaGroup**  
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P 773.775.4009 | www.ciorba.com

417-423 WASHINGTON STREET  
PARKING LOT DESIGN  
NAPERVILLE, IL

**DETAILS**

DESIGNED - TBH  
DRAWN - VZ  
CHECKED - DLD  
DATE - 2/3/2022

SCALE: N.T.S.  
PROJ. NO.:

DRAWINGS NO.:  
**C700**  
SHEET 8 OF 8

**EXHIBIT D**  
**SIGN RELOCATION**

# EXHIBIT D

**PROJECT:**

## Willoway LLC

419 S. Washington Street  
Naperville, IL 60540

**CUSTOMER APPROVAL:**

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Dan Olson / JB

DRAWN BY

Bill Marlow

DATE

2.07.22

SCALE

1/2" = 1'

SHEET NO.

1 of 2

ESTIMATE / JOB NUMBER

8983

FILE NAME

WIL8983

**REVISIONS:**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

**Remove & Relocate (1) 5'-8" x 7'-0" Double Face Illuminated Pylon Sign**

**Sign Cabinets:** Existing - Fabricated Aluminum

**Faces:** Polycarbonate with Vinyl Graphics

**Illumination:** Retrofit to New White LEDs w/ 12V 60W 120/277V Power Supplies

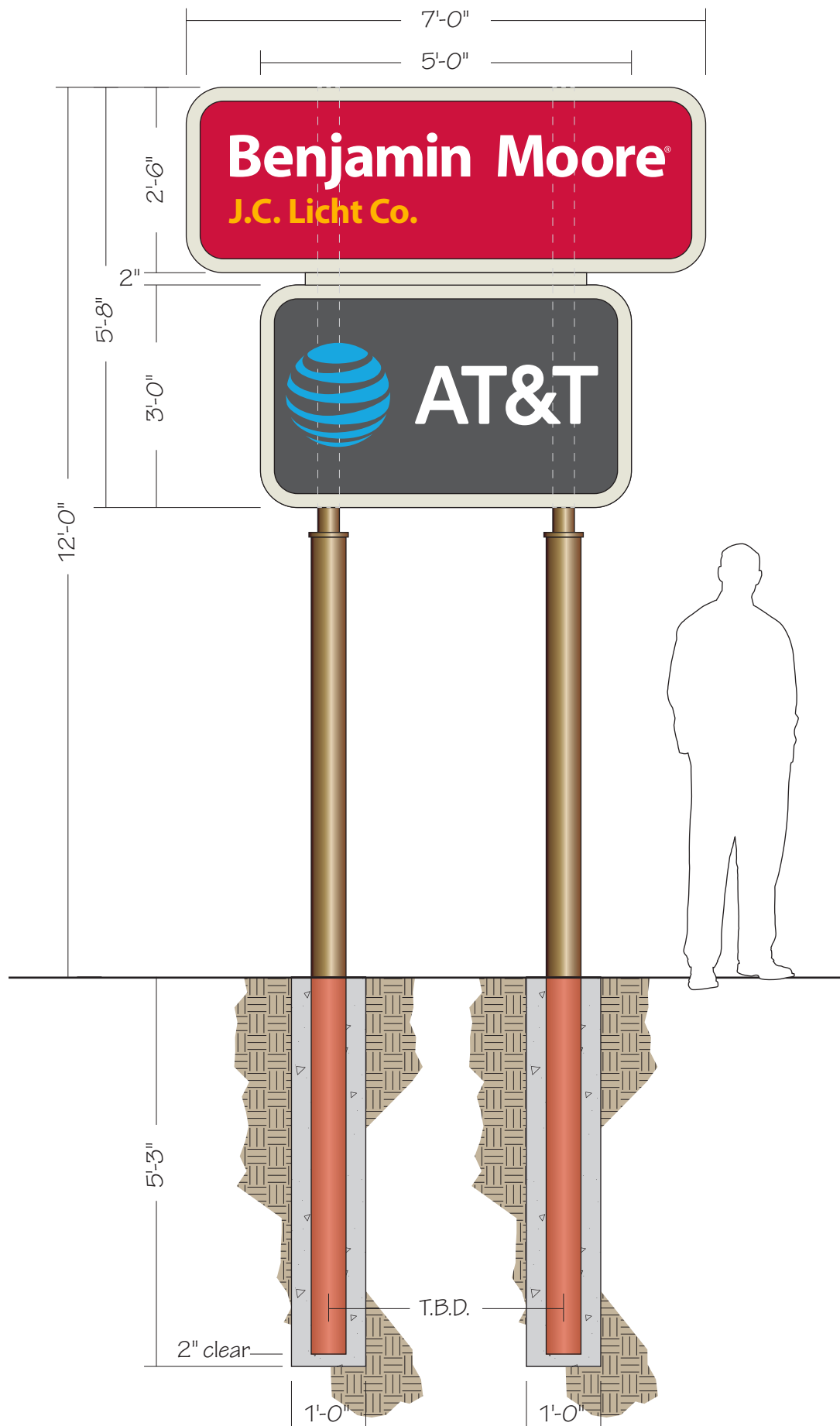
**Power:** (1) 20Amp @ 120Volts Electrical Circuit Run to Site by Others

**Mounting:** (2) New 3" (3½" O.D.) Sch. 40 Steel Pipes Sleeved into (2) New 6" (6.625" O.D.) Std. Steel Pipes

- Pipes Painted MP 41313 Dark Bronze

- Direct Burial into (2) 1'-0" Dia. x 5'-3" Deep Concrete Foundations

**NOTE: FIELD SURVEY REQUIRED PRIOR TO FABRICATION**



**PROJECT:**

**Willoway LLC**

419 S. Washington Street  
Naperville, IL 60540

**CUSTOMER APPROVAL:**

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Dan Olson / JB

DRAWN BY

Bill Marlow

DATE

2.07.22

SCALE

1" = 50'

SHEET NO.

2 of 2

ESTIMATE / JOB NUMBER

8983

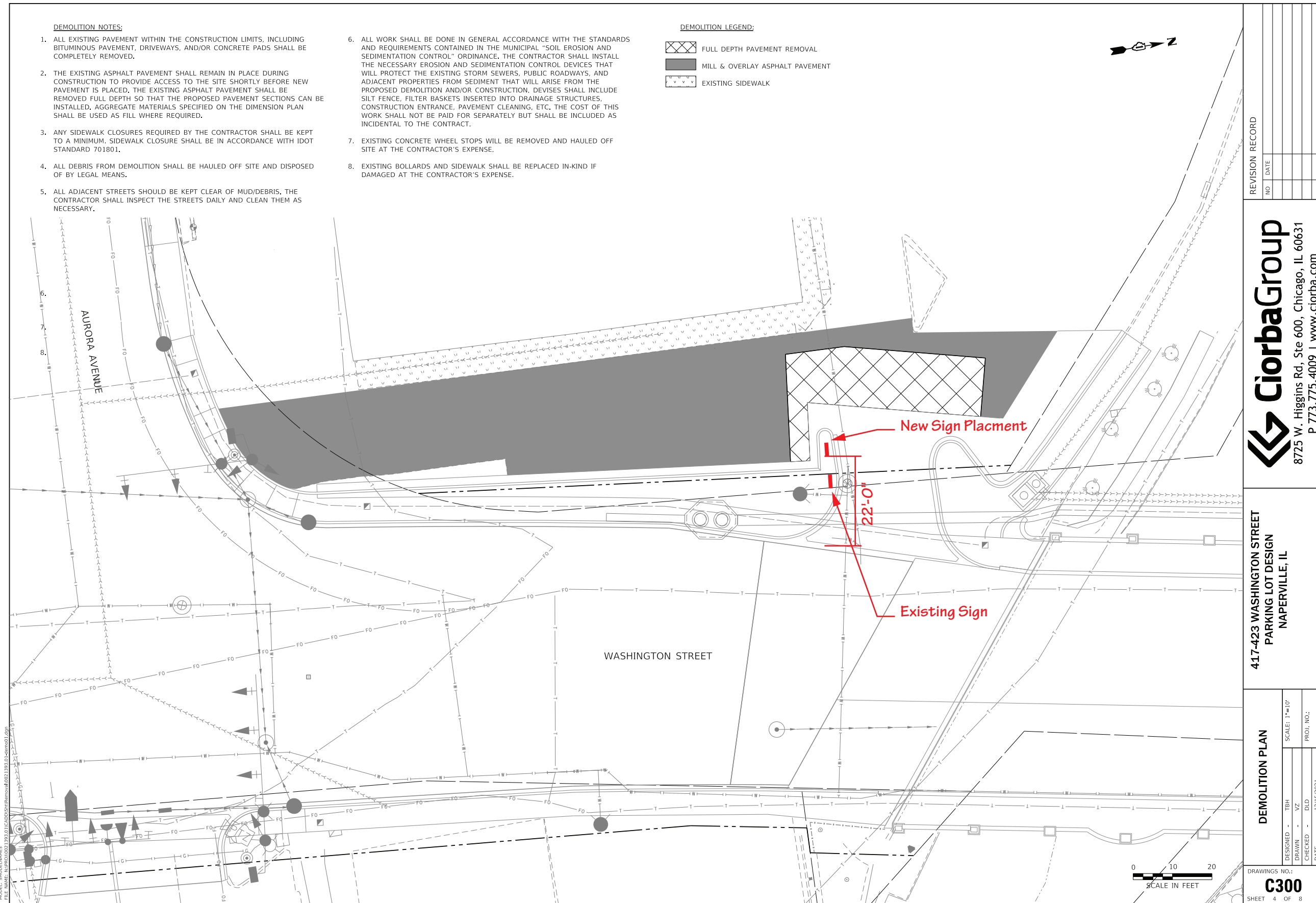
FILE NAME

WIL8983

**REVISIONS:**

1	
2	
3	
4	
5	
6	
7	
8	

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



**DEMOLITION LEGEND:**

	FULL DEPTH PAVEMENT REMOVAL
	MILL & OVERLAY ASPHALT PAVEMENT
	EXISTING SIDEWALK

- DEMOLITION NOTES:**
- ALL EXISTING PAVEMENT WITHIN THE CONSTRUCTION LIMITS, INCLUDING BITUMINOUS PAVEMENT, DRIVEWAYS, AND/OR CONCRETE PADS SHALL BE COMPLETELY REMOVED.
  - THE EXISTING ASPHALT PAVEMENT SHALL REMAIN IN PLACE DURING CONSTRUCTION TO PROVIDE ACCESS TO THE SITE SHORTLY BEFORE NEW PAVEMENT IS PLACED. THE EXISTING ASPHALT PAVEMENT SHALL BE REMOVED FULL DEPTH SO THAT THE PROPOSED PAVEMENT SECTIONS CAN BE INSTALLED. AGGREGATE MATERIALS SPECIFIED ON THE DIMENSION PLAN SHALL BE USED AS FILL WHERE REQUIRED.
  - ANY SIDEWALK CLOSURES REQUIRED BY THE CONTRACTOR SHALL BE KEPT TO A MINIMUM. SIDEWALK CLOSURE SHALL BE IN ACCORDANCE WITH IDOT STANDARD 701801.
  - ALL DEBRIS FROM DEMOLITION SHALL BE HAULED OFF SITE AND DISPOSED OF BY LEGAL MEANS.
  - ALL ADJACENT STREETS SHOULD BE KEPT CLEAR OF MUD/DEBRIS. THE CONTRACTOR SHALL INSPECT THE STREETS DAILY AND CLEAN THEM AS NECESSARY.
  - ALL WORK SHALL BE DONE IN GENERAL ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS CONTAINED IN THE MUNICIPAL "SOIL EROSION AND SEDIMENTATION CONTROL" ORDINANCE. THE CONTRACTOR SHALL INSTALL THE NECESSARY EROSION AND SEDIMENTATION CONTROL DEVICES THAT WILL PROTECT THE EXISTING STORM SEWERS, PUBLIC ROADWAYS, AND ADJACENT PROPERTIES FROM SEDIMENT THAT WILL ARISE FROM THE PROPOSED DEMOLITION AND/OR CONSTRUCTION. DEVICES SHALL INCLUDE SILT FENCE, FILTER BASKETS INSERTED INTO DRAINAGE STRUCTURES, CONSTRUCTION ENTRANCE, PAVEMENT CLEANING, ETC. THE COST OF THIS WORK SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED AS INCIDENTAL TO THE CONTRACT.
  - EXISTING CONCRETE WHEEL STOPS WILL BE REMOVED AND HAULED OFF SITE AT THE CONTRACTOR'S EXPENSE.
  - EXISTING BOLLARDS AND SIDEWALK SHALL BE REPLACED IN-KIND IF DAMAGED AT THE CONTRACTOR'S EXPENSE.

**REVISION RECORD**

NO.	DATE

**CiorbaGroup**  
8725 W. Higgins Rd, Ste 600, Chicago, IL 60631  
P 773.775.4009 | www.ciorba.com

417-423 WASHINGTON STREET  
PARKING LOT DESIGN  
NAPERVILLE, IL

**DEMOLITION PLAN**

DESIGNED - TBH	SCALE: 1"=10'	PROJ. NO.:
DRAWN - VZ		
CHECKED - DLD		
DATE - 12/15/2021		

DRAWINGS NO.:  
**C300**  
SHEET 4 OF 8



This sign is built to UL Standards for operation in North America.

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**EXHIBIT E**

**INSURANCE REQUIREMENTS**

Willoway LLC, a limited liability company authorized to transact business in the State of Illinois which is the master limited liability company of Willoway LLC Series 2-400 S. Main and Willoway LLC Series 4-419 South Washington (“**Property Owner**”) and its subcontractors shall, at their own expense, procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Reimbursement Improvements described in the Washington Street Project Reimbursement Agreement to which this Exhibit is attached. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of not less than A - VII according to the A.M. Best Company.

Where policies are permitted to be written on a claims made basis, then the policy retroactive date must coincide with or precede the start of services under the Agreement, and the coverage shall be maintained for at least five (5) years after the completion of the work.

Property Owner and its subcontractors shall provide insurance coverage at least as broad in not less than the following amounts unless otherwise agreed to in writing by the City of Naperville.

- a. General Liability coverage (occurrence Form CG 00 01 or equivalent):

Limits:

Each Occurrence \$1,000,000.00  
including products and completed operations, property damage, bodily injury and personal & advertising injury

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.”

- b. Worker's Compensation:

- (i) Worker's Compensation Insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in the event work is sublet, the Consultant shall require each subconsultant to provide Worker's Compensation Insurance.

- (ii) Employer’s Liability  
Per occurrence for Bodily Injury or Disease \$1,000,000.00

c. Automobile Liability:

Coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

Limits:

Per occurrence for Bodily Injury and Property Damage - \$1,000,000.00

d. Combination of Primary and Umbrella Coverages:

The limits set forth in paragraphs (a) through (d) above may be met by a combination of primary and umbrella coverages.

e. Subcontractors:

The Property Owner shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein and shall ensure that the City of Naperville and its officers, officials, agents, and employees, are additional insureds on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

f. Higher Limits:

If the Property Owner and/or its subcontractors maintain higher limits than the minimums shown above, the City of Naperville and its officers, officials, agents, and employees shall be entitled to coverage at said higher limits.

g. Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The policy of Commercial General Liability Insurance shall include an endorsement naming the City of Naperville and its officers, officials, agents, and employees as additional insureds. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. The City of Naperville and its officers, officials, agents, and employees, are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Property Owner and its subcontractors.
3. For any claims related to Reimbursable Improvements performed by the Property Owner or its subcontractors, insurance coverage shall be primary

insurance as respects the City of Naperville and its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City of Naperville or its officers, officials, agents, or employees, shall be excess of the Property Owner's and Property Owner's subcontractors' insurance, and shall not contribute with it.

4. Each certificate of insurance and policy shall contain a provision that termination or failure to renew the policy shall not be made without thirty (30) days written notice to the City.

h. Waiver of Subrogation

The Property Owner agrees to waive subrogation and shall require any contractor or subcontractor performing work related to the Reimbursable Improvements to waive subrogation, which any insurer thereof may acquire by virtue of the payment of any loss, and to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Naperville and its officers, officials, agents, and employees for all work performed by the Property Owner and/or its employees, agents, subconsultants and subcontractors for work pertaining to the Reimbursable Improvements.

i. Verification of Coverage

Upon request, the Property Owner shall furnish the City of Naperville with original certificates and endorsements described herein. However, failure to do so shall not operate as a waiver of these insurance requirements.