



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

Contract No. 19155

For:

StormTrap Precast Stormwater Vault

With:

**StormTrap, LLC
1287 Windham Pkwy
Romeoville, IL 60446**

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and StormTrap, LLC. Do not detach any portion of this document. Invalidation could result.

1. The intent of the Contract is to procure and delivery of approximately 2,307 precast concrete modular pieces and panels (collectively "Pieces") that comprise the StormTrap DoubleTrap system in order to construct the Stormwater Vault at the Community Playfields in Wilmette, IL 60091 ("StormTrap Precast Stormwater Vault", "Product" or "Work") per the Specification shown in Attachment One ("Attachment One"), Attachment Two ("Attachment Two"), Attachment Three ("Attachment Three") and Attachment Four ("Attachment Four"), (collectively, the "Attachments") of this document. The Contract is for the proposal offered by StormTrap, LLC ("StormTrap" or "Manufacturer") to the Village of Wilmette ("Village").

2. This Addendum is made pursuant to the proposal dated December 04, 2019 attached as Attachment One. Together this Addendum, Certificate of Compliance, and the Attachments shall comprise the Contract between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance and the Attachments and the Contract shall not be effective unless this Addendum is also executed by the Parties.

4. Product Useful Life & Location. As stipulated by StormTrap's standard warranty, manufacturer certifies that the Product is engineered and constructed to be free from material defect for a period of at least five (5) years. As identified by the National Precast Concrete Association (NPCA), the useful life of concrete extends in excess of 100 years. Manufacturer will manufacture and store 100% of the Product in the Chicagoland area ("Local Area") in order to facilitate inspection by the Village or its representative.

5. Total Contract Amount. The total amount of the Contract shall not exceed \$4,989,800.00, including expenses. This amount includes all materials, equipment, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, licenses, permits, facilities and incidentals reasonably inferred as necessary to produce the Product in a timely and workmanlike manner all in accordance with specifications included in this Contract. If applicable, storage fees cost to be applied per Section #8.

6. Tax Exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Manufacturer shall not charge the Village any tax incurred by the Manufacturer for these services.

7. Payment. Manufacturer shall submit invoices and conditional waivers of lien by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of receipt in accordance with the Progress Payments schedule included herein upon receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of receipt in accordance with the Progress Payments schedule included herein upon receipt at either AP@wilmette.com or at the above mailing address. Manufacturer shall exchange unconditional waivers for payment.

Payment to Manufacturer will be made in accordance with the terms and conditions included herein and outlined in the Attachments. Invoices will be paid net of any mutually agreed upon damages assessed by the Village against the Manufacturer.

8. Progress Payments. Subject to any limitations set forth in this Contract, the Village agrees to pay Manufacturer the amount per Piece calculated as the Total Contract Amount divided by the total number of Pieces listed in the Attachments as specified below:

- a. 40% per Piece produced at the end of each month of production.
- b. 40% per Piece delivered to and accepted by the Village by the end of each month.
- c. 20% per Piece upon delivery and acceptance of all remaining Pieces.

The Village will pay the remaining 20% per Piece on delivered and accepted Pieces by September 30, 2020 if the Village requested that the Manufacturer delay production of any unproduced Pieces.

In the event of a delay in installation, Manufacturer agrees to complete and deliver the Pieces already cast and to delay casting new Pieces until notified by the Village. If project is delayed thirty (30) days past the anticipated completion of delivery date referenced in Section #16 of this Contract and at no fault from the Manufacturer, Village shall be subject to storage fees for any produced materials not delivered to the jobsite in the amount of \$3 per piece per day.

9. Title and Risk of Loss. Title to the Product shall pass to Village upon Acceptance by the Village. Manufacturer shall bear all risk of loss until title passes. Acceptance shall take place when the units are offloaded from the common carrier and accepted by the Village.

10. Warranties. Manufacturer agrees to provide warranty coverage as outlined in the Attachments, and to cooperate with Village in the event Village makes any warranty claim following compliance with Manufacturer's warranty.

11. Scope of Work. In compliance with all terms and conditions of this Contract, the Manufacturer shall provide the Work, defined as the procurement of precast concrete modular units, specified in the "Scope of Work" included in the Attachments.

As a material inducement to the Village entering into this Contract, Manufacturer represents and warrants that it has the qualifications, experience, raw materials, Local Area manufacturing capacity, Local Area facilities, skilled labor, Local Area storage facilities and transportation capacity necessary to properly perform the Work required under this contract in a thorough, timely, competent, and professional manner, and is experienced in performing the Work contemplated herein. Manufacturer shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all work described herein. Manufacturer covenants that it shall follow the highest professional standards in performing the work required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Contract, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class manufacturers performing similar Work under similar circumstances.

12. Familiarity with Work. Manufacturer warrants that it: (a) has thoroughly investigated and considered the Scope of Work to be performed; (b) has carefully considered how the Work should be performed, and (c) fully understands the facilities, difficulties and restrictions in performing the Work in this Contract. Village warrants that Village will provide safe/adequate means of ingress and egress from the jobsite for deliveries. Should the Manufacturer discover any latent or unknown conditions, which will materially affect the performance of the Work or precast concrete modular storage units hereunder, Manufacturer shall immediately inform the Village of such fact and shall not proceed until written instructions are received from the Village.

13. Coordination of Work. Manufacturer shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the production schedule unless otherwise stated. Manufacturer and Village shall mutually agree to the coordination, scheduling, performance and sequence of all elements regarding delivery schedule.

14. Supervision of Work. Manufacturer shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Manufacturer shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Manufacturer in the completion of the Work.

15. Inspection. The Village shall have the right to inspect, or to have inspected by its representative, any Product, material, component equipment, supplies, services, or completed Product specified herein before acceptance. Any of said items or Product not complying with the Contract Documents are subject to rejection. Any items or Product rejected shall be removed from storage or the site and/or replaced at the sole expense of the Manufacturer. Manufacturer will make every effort and means available to facilitate the inspection of the Product. Any portion of the Product or material, which is deemed to be defective, must be rebuilt, replaced, or removed at the Manufacturer's own expense. Any omission to reject or condemn any portion of the Product or material at the time of its manufacture or arrival at the worksite shall not be construed to mean acceptance of the Product or material.

16. Time of Essence. Time is of the essence in the performance of this Agreement. Manufacturer agrees to comply with the mutually agreed upon Shipping and Delivery Schedule to be established jointly with the Village and the Village's construction contractor. Village and Manufacturer agree that delivery of Pieces to be stored at the job site may begin on a mutually agreed upon date between April 15th and April 30th, 2020.

The delivery of all the precast modules, which is contingent upon the Village's construction contractors ability to offload the materials, must be completed in accordance with the above referenced Shipping and Delivery Schedule in order to complete all material hauling by August 1, 2020.

The Village has expended considerable effort and financial resources to obtain the necessary easements and access to public and private property to enable the installation of the Product. Manufacturer recognizes that the Village will suffer substantial financial losses if the Work is not completed within the time specified herein; both from the extensive delay in completing this project and the impact of such delay on Phases II and III of the Village's Stormwater construction program.

17. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.

18. Limitation of Remedy. Village's liability to Manufacturer for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

19. Relationship of the Parties. The Manufacturer shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Manufacturer; or (2) to create any relationship between the Village and any subcontractor of the Manufacturer.

20. No Collusion. The Manufacturer represents and certifies that this Contract is made by the Manufacturer without collusion with any other person, firm, or corporation. If at any time it shall be found that the Manufacturer has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Manufacturer shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

21. Licensure and Compliance with Laws. Manufacturer represents that it is familiar with the federal, state and local laws and regulations that may affect cost, progress, performance for the Work and the furnishing of the Product; and has all the necessary licenses and permits, or will obtain the necessary licenses and permits at its sole cost, to perform its services, per Manufacturer's scope of work, in the State of Illinois, County of Cook and the Village of Wilmette. Manufacturer further represents that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Manufacturer shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

22. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Manufacturer.

23. Assignment. The Contract may not be assigned by the Village or by the Manufacturer without the prior written consent of the other party.

24. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Manufacturer
StormTrap, LLC
1287 Windham Pkwy
Romeoville, IL 60446

Village
Director
Engineering & Public Works
1200 Wilmette Avenue
Wilmette, IL 60091

with a copy to:
Corporation Counsel
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091

25. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

26. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Manufacturer shall be made, or be valid, against the Village.

27. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

28. Manufacturer's Insurance Requirements. At the time of execution of the Contract, Manufacturer shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on Manufacturer's Blanket Additional Insured Endorsement forms which shall be made a part hereof. Said certificates shall expressly provide that, for the duration of the Contract, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies. Manufacturer will also provide the Village with a complete copy of the Manufacturer's Commercial General Liability policy for its review if requested by the Village.

Manufacturer shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Manufacturer or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$10,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- d. Workers Compensation – covering all liability of the Manufacturer arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
- e. Product Liability, \$1,000,000 combined single limit per occurrence for bodily injury and property damage; and,

- f. Professional Liability – Professional Liability shall be provided by 3rd party Engineer that is licensed in Illinois. \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Manufacturer under this Contract, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Manufacturer shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Manufacturer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Manufacturer shall require all subcontractors not protected under the Manufacturer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Manufacturer. Manufacturer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Manufacturer expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Manufacturer's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Manufacturer's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Manufacturer's insurance and shall not contribute with it.

29. Bonds. The Manufacturer will be required to furnish an Advanced Payment Bond for one hundred (100%) percent of the amount the Manufacturer will invoice the Village for and receive prior to the delivery of the Pieces. The Payment Bond shall be for one hundred (100%) percent of the Manufacturer's contract sum with its supplier. Said Bonds shall be in a form acceptable to the Village and must be deposited with the Village at the time of execution of the Contract.

Surety companies executing bonds must appear on the Treasury Department's most current list as published in Circular No. 570 and be authorized to transact business in the State of Illinois. Said bonds shall provide that they do not terminate upon Acceptance of the Product, but shall extend for a period of two (2) years. Failure to furnish the required bonds within the time specified may be cause for withdrawal of the award.

30. Kotecki Waiver. Manufacturer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Manufacturer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Manufacturer's employees, except to the extent those claims arise as a result of the Village's own negligence.

31. General indemnification. To the fullest extent permitted by law, the Manufacturer will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all third-party claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Manufacturer, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Manufacturer, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Manufacturer of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Manufacturer or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

32. To the fullest extent permitted by law, the Village will indemnify, defend and hold harmless the Manufacturer, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all third-party claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the installation of the materials supplied by the Manufacturer by the Village, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Village, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Village of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise.

33. Intellectual Property. Manufacturer represents and warrants that it has the full legal power and authority to grant any and all use of the Product and grants to the Village use thereof. The Village shall be authorized to use any and all materials and related designs, renderings, and technical schematics as well as documentation created by the Manufacturer that provided guidance to installation and use of the Product.

In addition to the express use of the Product provided above, the Village may use, with Seller's approval, which shall not be unreasonably withheld, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats ("Intellectual Property" shall mean the Product and related materials provided for in the paragraph above as well as the materials discuss in this paragraph) created by or provided by Manufacturer, Manufacturer's employees for purposes of fulfilling the terms of this Contract

Manufacturer represents and warrants that all Intellectual Property provided to the Village by Manufacturer will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Manufacturer agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third-party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Manufacturer will defend Village from and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village and Manufacturer shall determine the nature and control of the defense; however, the Manufacturer shall not be authorized to bind the Village to any terms of an agreement without the written prior consent of the Village. All related settlements, monetary judgments, and attorney's fees shall be borne solely by the Manufacturer. Manufacturer and Village agree to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Manufacturer's option, Manufacturer shall promptly either: (i) procure for the Village, at Manufacturer's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Manufacturer's expense, so that the Intellectual Property become non-infringing.

Manufacturer shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Contract, whether by lapse of time or otherwise.

34. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Manufacturer in their completion or pursuit of the Contract.

35. Use of Village's Name, Employee Name(s) or Image(s). The Manufacturer shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

36. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Manufacturer. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Manufacturer and Manufacturer fails to cure any such default within ten (10) business days. Default is defined as failure of the Manufacturer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Manufacturer shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault

or negligence of the Manufacturer. The Manufacturer will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

37. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Manufacturer, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

38. Change In Status. The Manufacturer shall notify the Village immediately of any change in its status resulting from any of the following: (a) Manufacturer is acquired by another party; (b) Manufacturer becomes insolvent; (c) Manufacturer, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; and/or (d) Manufacturer ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Manufacturer immediately on written notice based on any such change in status.

39. Prohibition Against Subcontracting and Assignment. The experience, knowledge, capability, and reputation of Manufacturer, its principals and employees were a substantial inducement for the Village to enter into this Contract. Therefore, Manufacturer shall not contract with any other entity to perform in whole or in part the Work required hereunder without the express written approval of the Village, with the exception of the selection and use of a transportation subcontractor.

In addition, neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Village. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Manufacturer, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Manufacturer or any surety of Manufacturer of any liability hereunder without the express consent of Village.

40. Illinois Freedom of Information Act. Manufacturer agrees to furnish all documentation related to this Contract and documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Manufacturer agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Manufacturer's actual or alleged violation of the FOIA or Manufacturer's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Manufacturer request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Manufacturer agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Manufacturer agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing

fees and any other expenses) to defend any denial of a FOIA request by Manufacturer's request to utilize a lawful exemption to the Village.

41. Conflict of Forms. In the event of a conflict between the terms in this Contract and the Attachments to the Contract, the terms of the Contract shall control.

42. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

43. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Manufacturer have hereunto set their hands to this Contract on the ____ day of _____, 2020.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this 10th day of March, 2020

Robert T. Bielinski

Robert T. Bielinski, Village President

Attest: Karen Norwood Deputy Village Clerk
Michael N. Braiman, Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this 4th day of MARCH, 2020

Brian Stahl

Signature

Vice President / General Manager

Position/Title

Brian Stahl

Print Name

StormTrap, LLC

Print Company Name

CERTIFICATION OF COMPLIANCE

DESCRIPTION: StormTrap Precast Stormwater Vault

StormTrap, LLC, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(Initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

☒ **BARRER FROM BIDDING:** We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☒ **SEXUAL HARASSMENT:** We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☒ **PAYMENT OF TAXES:** We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into a contract with the Department of Revenue for payment of all taxes due and is currently in compliance with that contract.

☒ **EQUAL PAY ACT:** Engineers, Manufacturers, Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

☒ **CONFINED SPACE ENTRY:** We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

☒ **DRUG-FREE WORKPLACE:** We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Engineer's workplace.
 - b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the grantee's or Engineer's policy of maintaining drug free workplace;
 - c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) the penalties that may be imposed upon employees for drug violations.

- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
- 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
- 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.



NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.



EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other Contract or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) **Discrimination in employment prohibited:** (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other Contract hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) **Includes independent contractors, etc.:** The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) **Deduction from compensation:** No Engineer, Manufacturer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) **Recovery by injured person:** Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) **Violations; punishment:** Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) **To be inscribed in contract:** The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) **Partial invalidity; construction:** The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX



There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.



There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX



We have a good safety record with OSHA.



We have had an OSHA violation within the past 5 years. (Attach explanation)

Federal Employer Identification # (FEIN):

27-0062948

IL Secretary of State File #:

00758302

IL Department of Employment Security #:

N/A

IL Department of Revenue Registration #:

N/A

IL Department of Professional Regulation #:

062-060930

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS CONTRACT

By: _____
(Signature)

Brian Stahl

By: _____
(Print Name)

Brian Stahl

d/b/a _____

StormTrap LLC

Business address: _____

1287 Windham Pkwy

Romeoville, IL 60446

Business Phone #: _____

815-941-4549

Cell Phone #: _____

815-791-8198

E-Mail Address: _____

bstahl@stormtrap.com

**ATTACHMENT ONE
MANUFACTURER'S PROPOSAL DATED 12/04/2019**

Proposal Agreement

StormTrap, LLC

1287 Windham Parkway
Romeoville, IL 60446
Phone: 815-941-4549
Fax: 331-318-5347

Contract No. 19155



StormTrap

Customer P.O. Number:	Date: 12-4-19															
Purchaser Company Name: Village of Wilmette Contact: Brigitte Berger-Raish Address: 711 Laramie Avenue City, ST, Zip: Wilmette, IL 60091 Phone: 847.853.7627 Fax: Email: bergerb@wilmette.com	StormTrap Contact Name: Kyle McCready Email: kmccready@stormtrap.com Phone: 815-546-9256 Terms - TBD															
Project Name: Community Park Contact: Address: City, ST, Zip: Wilmette, IL Phone: Email:	Shop Drawings This proposal is based upon and relied upon the attached StormTrap layout (and noted design criteria) dated 12-3-19 . Any changes to the layout or design criteria will affect the below quoted price.															
Delivery Pieces will be delivered by Common Carrier with the installing contractor responsible for unloading at the job site. 760 total loads allowed. One hour per load is allowed for unloading. \$65.00 per hour for any time thereafter. The total loads quoted are based on all material being available at the time of delivery. The contractor is responsible for providing safe/adequate means of ingress and egress from the jobsite.																
Seller to Furnish the Following Materials* Specified Below: *Note: Prices include all necessary joint wrap and joint tape to complete the above stated project.																
<table border="1"><thead><tr><th><u>Description</u></th><th><u>Pieces</u></th><th><u>Max Pick Weight</u></th></tr></thead><tbody><tr><td>7'-0" + 6'-0" (810,233.76 c/f)</td><td>2064 Pieces / 46 Panels</td><td>16,200#</td></tr><tr><td>D/T Vault - \$4,561,298.00</td><td>694 Truckloads</td><td>16,200#</td></tr><tr><td>6'-9" (72,545.77 c/f)</td><td>186 Pieces / 11 Panels</td><td></td></tr><tr><td>D/T Vault - \$428,502.00</td><td>66 Truckloads</td><td></td></tr></tbody></table>	<u>Description</u>	<u>Pieces</u>	<u>Max Pick Weight</u>	7'-0" + 6'-0" (810,233.76 c/f)	2064 Pieces / 46 Panels	16,200#	D/T Vault - \$4,561,298.00	694 Truckloads	16,200#	6'-9" (72,545.77 c/f)	186 Pieces / 11 Panels		D/T Vault - \$428,502.00	66 Truckloads		TOTAL ORDER: \$4,989,800.00 Taxes not included
<u>Description</u>	<u>Pieces</u>	<u>Max Pick Weight</u>														
7'-0" + 6'-0" (810,233.76 c/f)	2064 Pieces / 46 Panels	16,200#														
D/T Vault - \$4,561,298.00	694 Truckloads	16,200#														
6'-9" (72,545.77 c/f)	186 Pieces / 11 Panels															
D/T Vault - \$428,502.00	66 Truckloads															
<p>Prices do not include unloading, setting, or installing the system. Prices do not include any needed riser rings or frames, covers/grates, or any other material including geogrid or geoweb, when applicable. The purchasing contractor agrees to install or have the system installed by others in compliance with the installation specifications. Before any work begins, a preconstruction meeting must take place between StormTrap and the purchasing contractor.</p>																
To Execute This Order Please Sign and Return Within 30 Days. Price Valid for 30 Days.																
Accepted by: _____ Purchaser	Acknowledged by: <u>StormTrap, LLC</u> Seller															
Print Name/Title	Print Name/Title															
Date:	Date:															

for any contract.

ATTACHMENT TWO

Approval Drawings

Corresponding Overlay of the Civil Plan



stormtrap®

MODULAR CONCRETE
STORMWATER MANAGEMENT

STORMTRAP

BY SIGNING THIS DOCUMENT YOU AGREE WITH THE PIPE INVERT ELEVATIONS, ACCESS LOCATIONS AND THE MATERIALS AND METHODS OF INSTALLATION AND PIPE LOCATIONS OF THE DRAWINGS DATED 12/1/2020. IN ADDITION YOU AGREE WITH THE GENERAL LAYOUT OF THE BASIN AND BASIN HEIGHT, MIN AND MAX COVER OVER TOP OF THE SYSTEM, DELIVERY NOTES AND ALL SPECIFIC DESIGN ELEMENTS CONTAINED HEREIN. THE STRUCTURAL INTEGRITY OF THE SYSTEM IS THE RESPONSIBILITY OF STORMTRAP.

GENERAL CONTRACTOR: _____ DATE: ____/____/____

APPROVED: ☐ APPROVED WITH CHANGES: ☐ REJECTED: ☐

CIVIL ENGINEER: _____ DATE: ____/____/____

APPROVED: ☐ APPROVED WITH CHANGES: ☐ REJECTED: ☐

INSTALLING CONTRACTOR: _____ DATE: ____/____/____

APPROVED: ☐ APPROVED WITH CHANGES: ☐ REJECTED: ☐

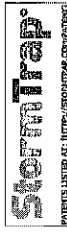
SHEET INDEX

PAGE	DESCRIPTION
0.0	COVER SHEET
1.0	DOUBLETRAP DESIGN CRITERIA
1.1	DOUBLETRAP DESIGN CRITERIA
1.2	DOUBLETRAP DESIGN CRITERIA
2.0	DOUBLETRAP SYSTEM LAYOUT
3.0	DOUBLETRAP INSTALLATION SPECIFICATIONS
3.1	DOUBLETRAP INSTALLATION SPECIFICATIONS
4.0	DOUBLETRAP BACKFILL SPECIFICATIONS
5.0	RECOMMENDED PIPE / ACCESS OPENING SPECIFICATIONS
6.0	DOUBLETRAP MODULE TYPES

STORMTRAP CONTACT INFORMATION

STORMTRAP SUPPLIER: STORMTRAP
CONTACT NAME: KYLE MCCREARY
CELL PHONE: 815-545-9256
SALES EMAIL: KMCRCREARY@STORMTRAP.COM

Contract No. 19155



1287 WINDHAM PARKWAY
ROMEOVILLE, IL 60446
P: 815-941-4549 / F: 312-318-5347

ENGINEER INFORMATION:

BAXTER & WOODMAN
8430 W BRYN MAWR AVE
CHICAGO, IL
815-459-1260

PROJECT INFORMATION:

COMMUNITY PARK
WILMETTE, IL

CURRENT ISSUE DATE:

1/31/2020

ISSUED FOR:

CONSTRUCTION

REV	DATE	ISSUED FOR:	DRAWN BY:
1	1/31/2020	CONSTRUCTION	JPH
2	1/31/2020	APPROVAL	JPH
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4	12/29/2019	PRELIMINARY	JPH
5	10/28/2019	PRELIMINARY	JH

SCALE:

NTS

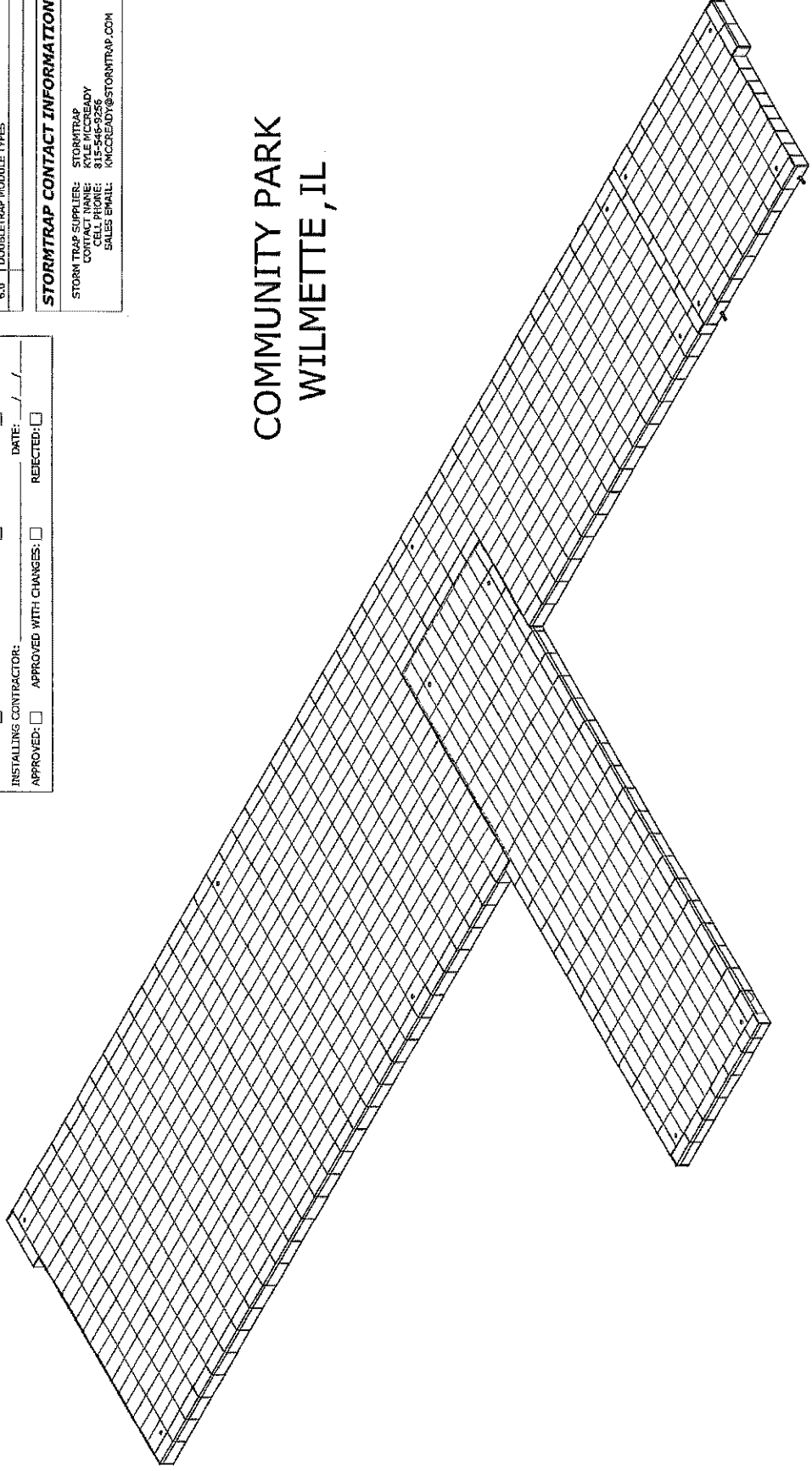
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COVER SHEET

SHEET NUMBER:

0.0

COMMUNITY PARK
WILMETTE, IL



STRUCTURAL DESIGN LOADING CRITERIA

LIVE LOADING:	AASHTO HS-20 HIGHWAY LOADING
GROUND WATER TABLE:	@ ELEV. 617.50
SOIL BEARING PRESSURE:	3000 PSF
SOIL DENSITY:	120 PCF
EQUIVALENT UNSATURATED	
EQUIVALENT SATURATED	
LATERAL ACTIVE EARTH PRESSURE:	35 PSF / FT.
EQUIVALENT ACTIVE EARTH PRESSURE:	80 PSF/FT. (IF WATER TABLE PRESENT)
APPLICABLE CODES:	ASTM C557 ACT-318
BACKFILL TYPE:	SEE SHEET 4.0 FOR BACKFILL OPTIONS

STORMTRAP SYSTEM INFORMATION

WATER STORAGE PROVIDED:	610,622.67 CUBIC FEET
UNIT HEADROOM:	7' - 0" & 6' - 0" DOUBLETRAP
UNIT QUANTITY:	2064 TOTAL UNITS

SITE SPECIFIC DESIGN CRITERIA

1. STORMTRAP UNITS SHALL BE MANUFACTURED AND INSTALLED ACCORDING TO SHOP DRAWINGS APPROVED BY THE INSTALLING CONTRACTOR AND ENGINEER OF RECORD. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF ROOF OPENINGS AND INLET / OUTLET PIPE TYPES, SIZES, INVERT ELEVATIONS AND SIZE OF OPENINGS.
2. COVER RANGE: MIN. 1.25' MAX. 6.00' CONSULT STORMTRAP FOR ADDITIONAL COVER OPTIONS.
3. ALL DIMENSIONS AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE REQUIRED TO BE VERIFIED IN THE FIELD BY OTHERS PRIOR TO STORMTRAP INSTALLATION.
4. FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE @ ELEV 617.50
5. IF WATER TABLE IS DIFFERENT THAN ASSUMED, CONTACT STORMTRAP.
5. SYSTEM DESIGN MAY ALLOW FOR INCIDENTAL LEAKAGE AND WILL NOT BE SUBJECT TO LEAKAGE TESTING.



1287 WINDHAM PARKWAY
ROMEOVILLE, IL 60446
P: 815-941-4549 / F: 331-318-5347

ENGINEER INFORMATION:

BAXTER & WOODMAN

8430 W BRYN MAWR AVE
CHICAGO, IL
815-459-1260

PROJECT INFORMATION:

COMMUNITY PARK

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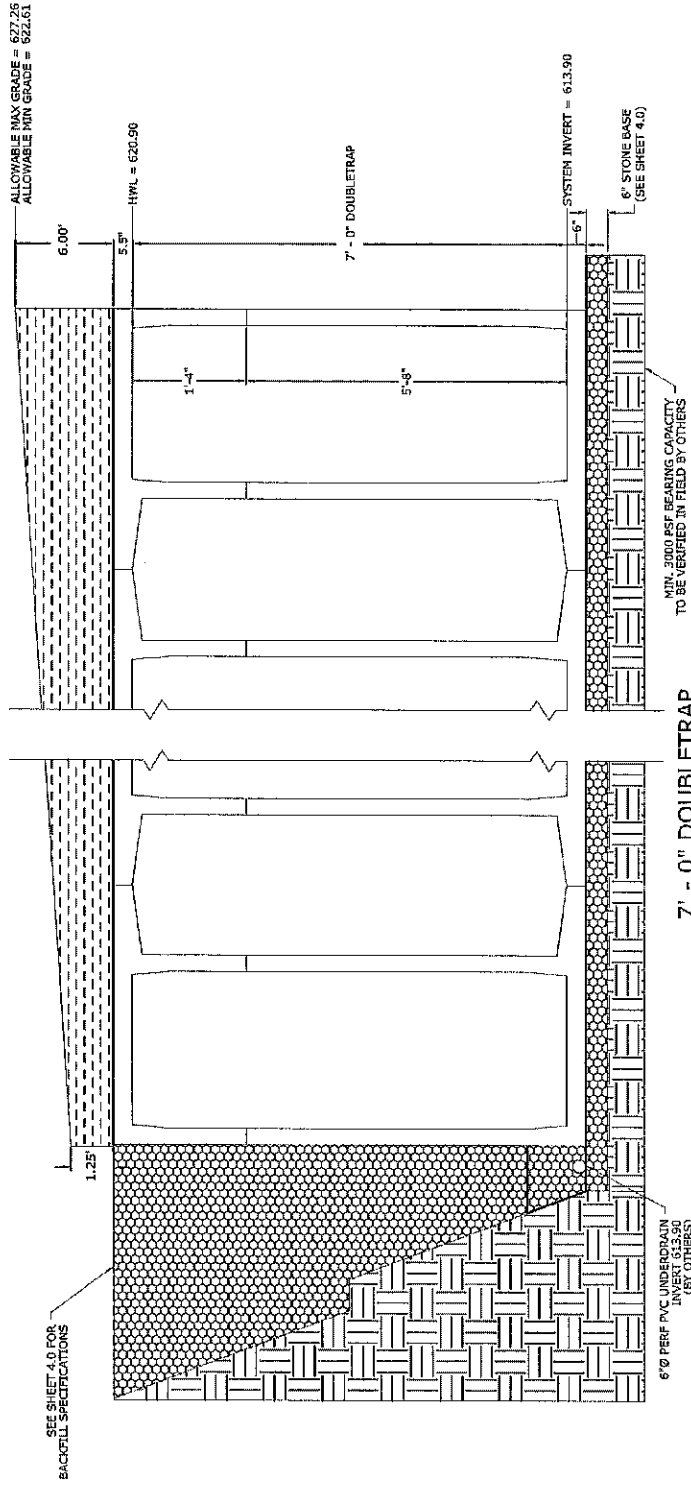
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SHEET TITLE:

DOUBLETRAP
DESIGN
CRITERIA

SHEET NUMBER:

1.0



7' - 0" DOUBLETRAP

STRUCTURAL DESIGN LOADING CRITERIA

LIVE LOADS: AASHTO HS-20 HIGHWAY LOADING
GROUND WATER TABLE: @ ELEV 617.50
SOIL BEARING PRESSURE: 3000 PSF
SOIL DENSITY: 120 PCF
EQUIVALENT UNSATURATED LATERAL ACTIVE EARTH PRESSURE: 35 PSF / FT.
EQUIVALENT SATURATED LATERAL ACTIVE EARTH PRESSURE: 80 PSF/FT. (IF WATER TABLE PRESENT)
APPLICABLE CODES: ACI 308.7
ACI 318
BACKFILL TYPE: SEE SHEET 4.0 FOR BACKFILL OPTIONS

STORMTRAP SYSTEM INFORMATION

WATER STORAGE PROVIDED: 810,622.67 CUBIC FEET
UNIT HEADROOM: 7' - 0" & 6'-0" DOUBLETRAP
UNIT QUANTITY: 2064 TOTAL UNITS

SITE SPECIFIC DESIGN CRITERIA

1. STORMTRAP UNITS SHALL BE MANUFACTURED AND INSTALLED ACCORDING TO SHOP DRAWINGS APPROVED BY THE INSTALLING CONTRACTOR AND ENGINEER OF RECORD. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF ROOF OPENINGS AND INLET/ OUTLET PIPE TYPES, SIZES, INVERT ELEVATIONS AND SIZE OF OPENINGS.
2. COVER RANGE: MIN. 1.25' MAX. 6.00' CONSULT STORMTRAP FOR ADDITIONAL COVER OPTIONS.
3. ALL DIMENSIONS AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE REQUIRED TO BE VERIFIED IN THE FIELD BY OTHERS PRIOR TO STORMTRAP INSTALLATION.
4. FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE @ ELEV 617.50
IF WATER TABLE IS DIFFERENT THAN ASSUMED, CONTACT STORMTRAP.
5. SYSTEM DESIGN MAY ALLOW FOR INCIDENTAL LEAKAGE AND WILL NOT BE SUBJECT TO LEAKAGE TESTING.



STORMTRAP
PATENTS LISTED AT: <http://stormtrap.com/patents>

1287 WINDHAM PARKWAY
ROMEOVILLE, IL 60445
P-815-941-4549 / F-313-318-5547

ENGINEER INFORMATION:

BAXTER & WOODMAN
8430 W BRYN MAWR AVE
CHICAGO, IL
815-459-1260

PROJECT INFORMATION:

COMMUNITY PARK
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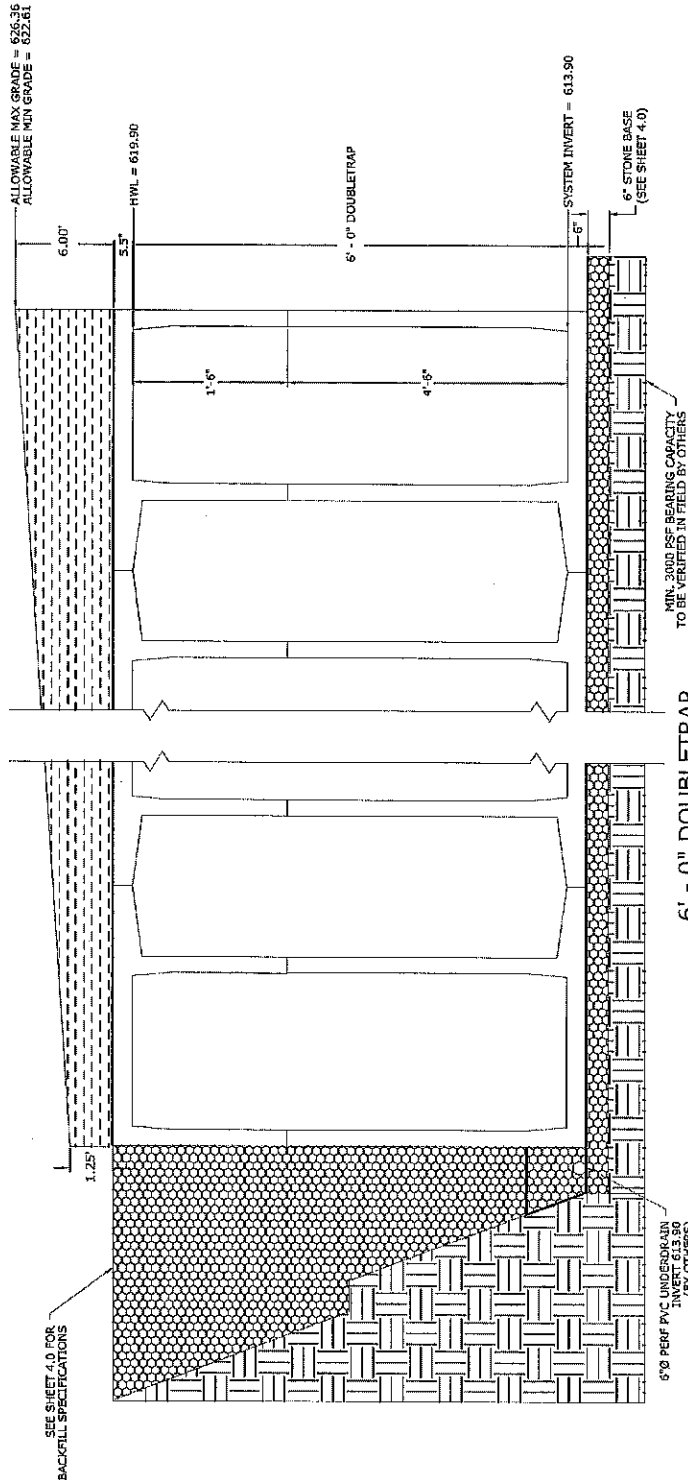
NTS

SHEET TITLE:

DOUBLETRAP
DESIGN
CRITERIA

SHEET NUMBER:

1.1





SITE SPECIFIC DESIGN CRITERIA

1. STORMTRAP UNITS SHALL BE MANUFACTURED AND INSTALLED ACCORDING TO SHOP DRAWINGS APPROVED BY THE INSTALLING CONTRACTOR AND ENGINEER OF RECORD. THE SHOP DRAWINGS SHALL INDICATE SIZE AND LOCATION OF ROOF OPENINGS AND INLET/ OUTLET PIPE TYPES, SIZES, INVERT ELEVATIONS AND SIZE OF OPENINGS.
2. COVER RANGE: MIN. 1.25' MAX. 6.00' CONSULT STORMTRAP FOR ADDITIONAL COVER OPTIONS.
3. ALL DIMENSIONS AND SOIL CONDITIONS, INCLUDING BUT NOT LIMITED TO GROUNDWATER AND SOIL BEARING CAPACITY ARE REQUIRED TO BE VERIFIED IN THE FIELD BY OTHERS PRIOR TO STORMTRAP INSTALLATION.
4. FOR STRUCTURAL CALCULATIONS THE GROUND WATER TABLE IS ASSUMED TO BE @ ELEV 617.50 IF WATER TABLE IS DIFFERENT THAN ASSUMED, CONTACT STORMTRAP.
5. SYSTEM DESIGN MAY ALLOW FOR INCIDENTAL LEAKAGE AND WILL NOT BE SUBJECT TO LEAKAGE TESTING.

STORMTRAP SYSTEM INFORMATION

WATER STORAGE PROV: 72,648.67 CUBIC FEET
UNIT HEADROOM: 6' - 9" DOUBLETRAP
UNIT QUANTITY: 166 TOTAL UNITS

STRUCTURAL DESIGN LOADING CRITERIA

LIVE LOADING: AASHTO HS-20 HIGHWAY LOADING
GROUND WATER TABLE: @ ELEV 617.50
SOIL BEARING PRESSURE: 3000 PSF
SOIL DENSITY: 120 PCF
EQUIVALENT UNSATURATED LATERAL ACTIVE EARTH PRESSURE: 35 PSF / FT.
EQUIVALENT SATURATED LATERAL ACTIVE EARTH PRESSURE: 80 PSF/FT. (IF WATER TABLE PRESENT)
APPLICABLE CODES: ASTM C857
ACI-318
BACKFILL TYPE: SEE SHEET 4.0 FOR BACKFILL OPTIONS

PROJECT INFORMATION:

COMMUNITY PARK

WILMETTE, IL

CURRENT ISSUE DATE:

1/31/2020

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CONSTRUCTION

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SCALE:

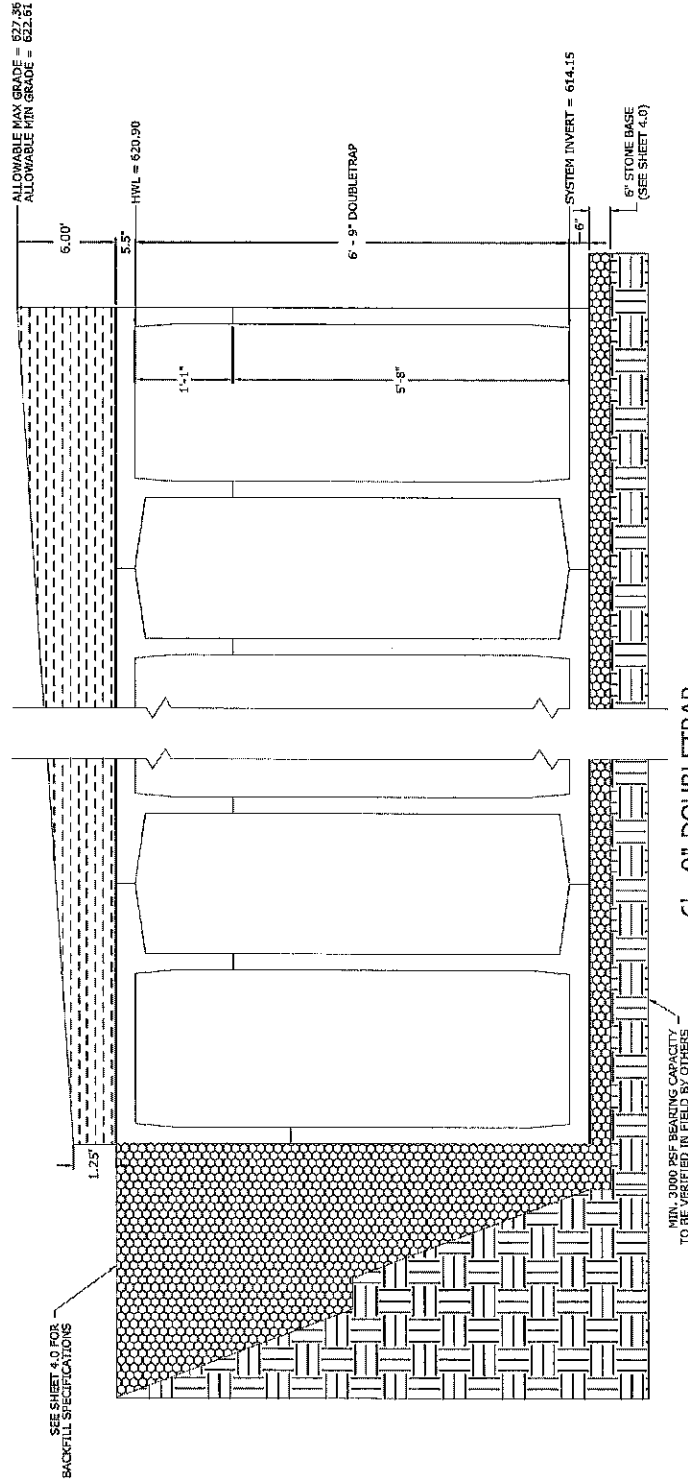
NTS

SHEET TITLE:

DOUBLETRAP
DESIGN
CRITERIA

SHEET NUMBER:

1.2



LOADING DISCLAIMER:

STORMTRAP IS NOT DESIGNED TO ACCEPT ANY ADDITIONAL LOADINGS FROM NEARBY STRUCTURES NEXT TO OR OVER THE TOP OF STORMTRAP. IF ADDITIONAL LOADING CONSIDERATIONS ARE REQUIRED FOR STRUCTURAL DESIGN OF STORMTRAP, PLEASE CONTACT STORMTRAP IMMEDIATELY.

THE STORMTRAP SYSTEM HAS BEEN DESIGNED TO ALLOW SOIL TO BE STOCKPILED AT A HEIGHT THAT DOES NOT EXCEED 6'-0" FROM THE TOP OF THE SYSTEM.

BILL OF MATERIALS

QTY	UNIT TYPE	DESCRIPTION	TOP WEIGHT	BASE WEIGHT
77	I	6'-0" DOUBLETRAP	11410	15698
16	III	6'-0" DOUBLETRAP	9332	16153
21	PANEL	8" THICK PANELS	VARIES	
2	JOINT WRAP	150' PER ROLL		
88	JOINT TAPE	14.5' PER ROLL		

BILL OF MATERIALS

QTY	UNIT TYPE	DESCRIPTION	TOP WEIGHT	BASE WEIGHT
210	I	6'-0" DOUBLETRAP	11931	14965
38	III	6'-0" DOUBLETRAP	9391	14678
3	SPV	6'-0" DOUBLETRAP	VARIES	
2	PANEL	8" THICK PANELS	VARIES	

BILL OF MATERIALS

QTY	UNIT TYPE	DESCRIPTION	TOP WEIGHT	BASE WEIGHT
680	I	7'-0" DOUBLETRAP	11727	15698
100	III	7'-0" DOUBLETRAP	9733	16153
1	SPV	7'-0" DOUBLETRAP	VARIES	
43	PANEL	6" & 8" THICK PANELS	VARIES	
12	JOINT WRAP	150' PER ROLL		
1000	JOINT TAPE	14.5' PER ROLL		



ENGINEER INFORMATION:

BAXTER & WOODMAN

8430 W BRYN MAWR AVE
CHICAGO, IL
815-459-1260

PROJECT INFORMATION:

COMMUNITY PARK

WILMETTE, IL

CURRENT ISSUE DATE:

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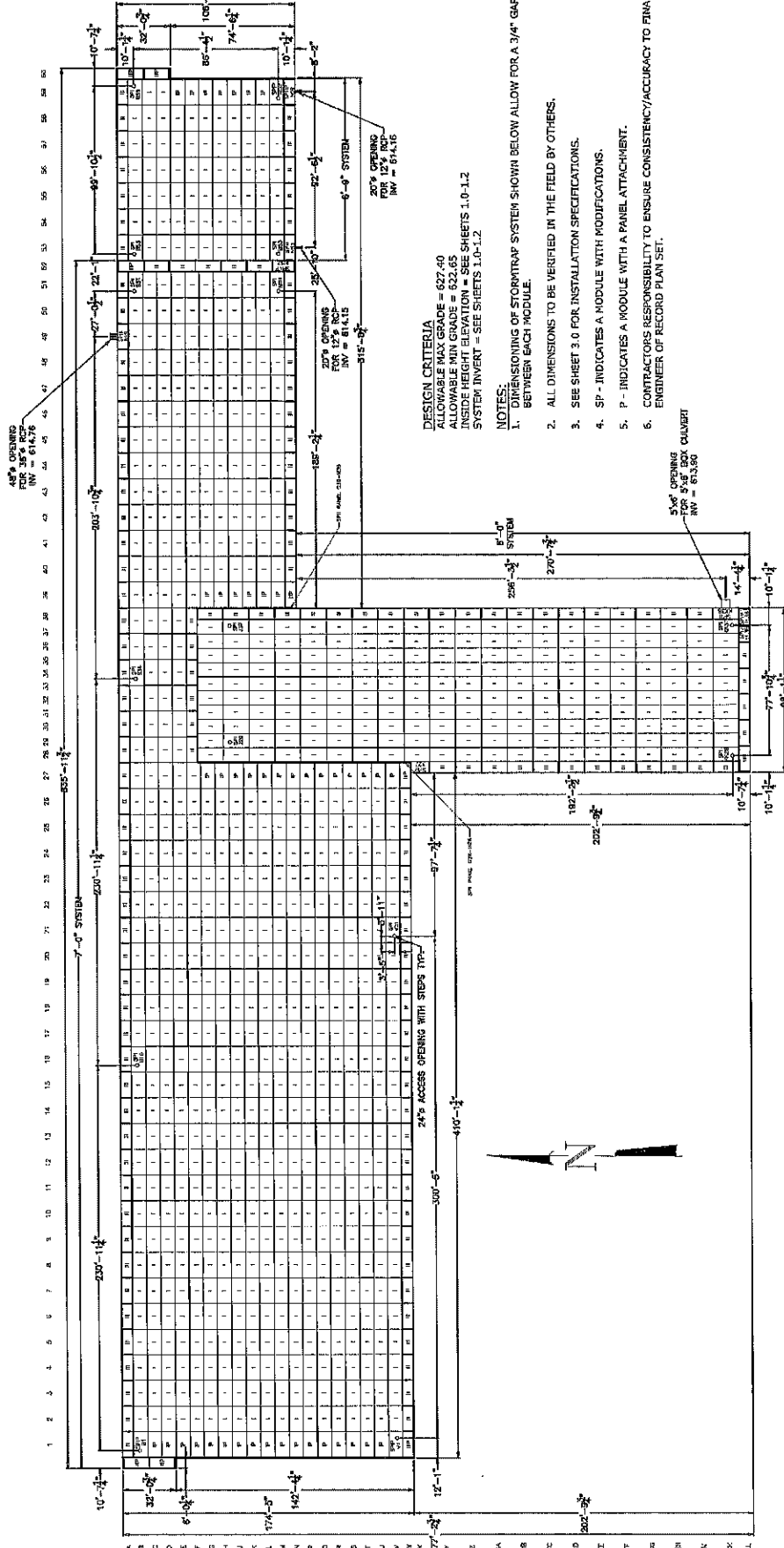
NTS

SHEET TITLE:

DOUBLETRAP
SYSTEM LAYOUT

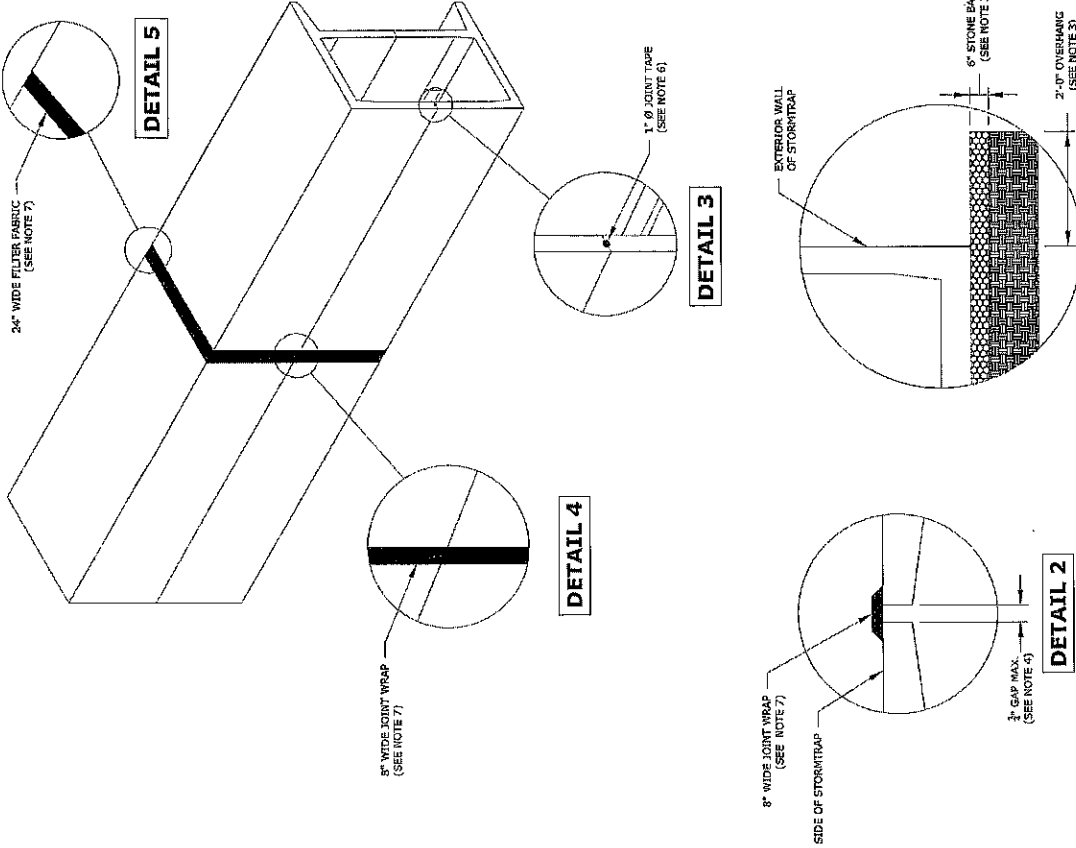
SHEET NUMBER:

2.0



STORMTRAP INSTALLATION SPECIFICATIONS

1. STORMTRAP SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C891, STANDARD FOR INSTALLATION OF UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES, THE FOLLOWING ADDITIONS AND/OR EXCEPTIONS SHALL APPLY:
2. IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO ENSURE THAT PROPER/ADAPTABLE EQUIPMENT IS USED TO SET/INSTALL THE MODULES.
3. STORMTRAP MODULES CAN BE PLACED ON A LEVEL, 6" FOUNDATION OF $\frac{3}{4}$ " AGGREGATE EXTENDING 2'-0" PAST THE OUTSIDE OF THE SYSTEM (SEE DETAIL 1) AND SHALL BE PLACED ON PROPERLY COMPACTED SOILS (SEE SHEET 1.0 FOR SOIL BEARING CAPACITY REQUIREMENTS), AND IN ACCORDANCE WITH ASTM C891 STANDARD PRACTICE FOR INSTALLATION OF UNDERGROUND PRECAST UTILITY STRUCTURES.
4. THE STORMTRAP MODULES SHALL BE PLACED SUCH THAT THE MAXIMUM SPACE BETWEEN ADJACENT MODULES DOES NOT EXCEED $\frac{3}{4}$ " (SEE DETAIL 2). IF THE SPACE EXCEEDS $\frac{3}{4}$ ", THE MODULES SHALL BE RESET WITH APPROPRIATE ADJUSTMENT MADE TO LINE AND GRADE TO BRING THE SPACE INTO SPECIFICATION.
5. STORMTRAP MODULES ARE NOT WATERTIGHT. IF A WATERTIGHT SOLUTION IS REQUIRED, CONTACT STORMTRAP FOR RECOMMENDATIONS. THE WATERTIGHT APPLICATION IS TO BE PROVIDED AND IMPLEMENTED BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT THE SELECTED WATERTIGHT SOLUTION PERFORMS AS SPECIFIED BY THE MANUFACTURER.
6. THE PERIMETER HORIZONTAL JOINT BETWEEN THE TOP AND BASE LEG CONNECTION OF THE STORMTRAP MODULES SHALL BE SEALED WITH PRE-FORMED MASTIC JOINT TAPE ACCORDING TO ASTM C891, 8.6 AND 8.12. (SEE DETAIL 3). THE MASTIC JOINT TAPE DOES NOT PROVIDE A WATERTIGHT SEAL.
7. ALL EXTERIOR JOINTS BETWEEN ADJACENT STORMTRAP MODULES SHALL BE SEALED WITH 8" WIDE PRE-FORMED, COLD-APPLIED, SELF-ADHERING ELASTOMERIC RESIN, BONDED TO A WOVEN, HIGHLY FRACTURE RESISTANT POLYMER WRAP, CONFORMING TO ASTM C891. JOINTS SHALL BE INTEGRATED WITH PRIMER SEALANT AS APPROVED BY STORMTRAP (SEE DETAILS 3 & 4). THE JOINT DOES NOT PROVIDE A WATERTIGHT SEAL. THE SOLE PURPOSE OF THE JOINT WRAP IS TO PROVIDE A SILENT AND SOUND TIGHT SYSTEM. THE ADHESIVE EXTERIOR JOINT WRAP SHALL BE INSTALLED ACCORDING TO THE FOLLOWING INSTALLATION INSTRUCTIONS:
 - 7.1. USE A BRUSH OR WET CLOTH TO THOROUGHLY CLEAN THE OUTSIDE SURFACE AT THE POINT WHERE JOINT WRAP IS TO BE APPLIED.
 - 7.2. A RELEASE PAPER PROTECTS THE ADHESIVE SIDE OF THE JOINT WRAP. PLACE THE ADHESIVE TAPE (ADHESIVE SIDE DOWN) AROUND THE STRUCTURE, REMOVING THE RELEASE PAPER AS YOU GO. PRESS THE JOINT WRAP FIRMLY AGAINST THE STORMTRAP MODULE SURFACE WHEN APPLYING.
 8. IF THE CONTRACTOR NEEDS TO CANCEL ANY SHIPMENTS, THEY MUST DO SO 48 HOURS PRIOR TO THEIR SCHEDULED ARRIVAL AT THE JOB SITE. IF CANCELED AFTER THAT TIME, PLEASE CONTACT THE PROJECT MANAGER.
 9. IF THE STORMTRAP MODULE(S) IS DAMAGED IN ANY WAY PRIOR, DURING, OR AFTER INSTALL, STORMTRAP MUST BE CONTACTED IMMEDIATELY TO ASSESS THE DAMAGE AND TO DETERMINE WHETHER OR NOT THE MODULE(S) WILL NEED TO BE REPLACED. IF ANY MODULE ARRIVES AT THE JOBSITE DAMAGED DO NOT UNLOAD IT; CONTACT STORMTRAP IMMEDIATELY. ANY DAMAGE NOT REPORTED BEFORE THE TRUCK IS UNLOADED WILL BE THE CONTRACTOR'S RESPONSIBILITY.
 10. STORMTRAP MODULES CANNOT BE ALTERED IN ANY WAY AFTER MANUFACTURING WITHOUT WRITTEN CONSENT FROM STORMTRAP.



StormTrap
 PATENTED LISTED AT: <http://stormtrap.com/learn>

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PROJECT INFORMATION:

COMMUNITY PARK
 WILMETTE, IL

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REV.	DATE	ISSUED FOR:	DOWN BY:
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4	12/29/2019	PRELIMINARY	JPH
5	10/26/2019	PRELIMINARY	JH

SCALE:

MTS

SHEET TITLE:

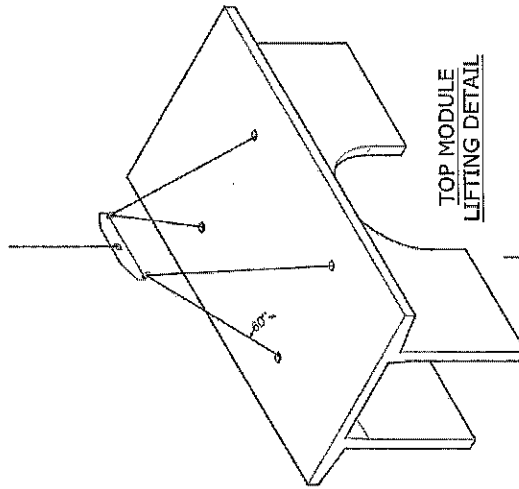
DOUBLETRAP
 INSTALLATION
 SPECIFICATIONS

SHEET NUMBER:

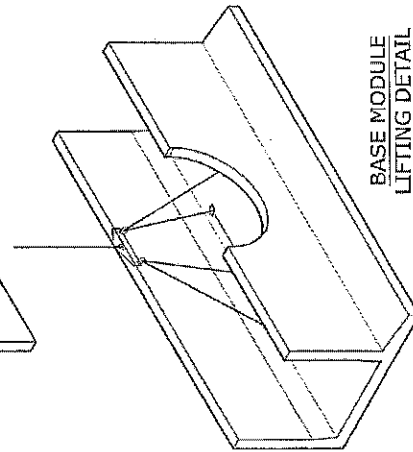
3.0

STORMTRAP MODULE LIFTING INSTALLATION NOTES

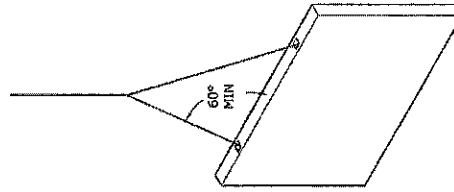
1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL (4) CHAINS/CABLES ARE SECURED PROPERLY TO THE LIFTING ANCHORS AND IN EQUAL TENSION WHEN LIFTING THE STORMTRAP MODULE (SEE RECOMMENDATIONS 2 & 3).
2. MINIMUM 7'-0" CHAIN/CABLE LENGTH TO BE USED TO LIFT STORMTRAP MODULES (SUPPLIED BY CONTRACTOR).
3. CONTRACTOR TO ENSURE MINIMUM LIFTING ANGLE IS 60° FROM TOP SURFACE OF STORMTRAP MODULE. SEE DETAIL.



TOP MODULE
LIFTING DETAIL



BASE MODULE
LIFTING DETAIL



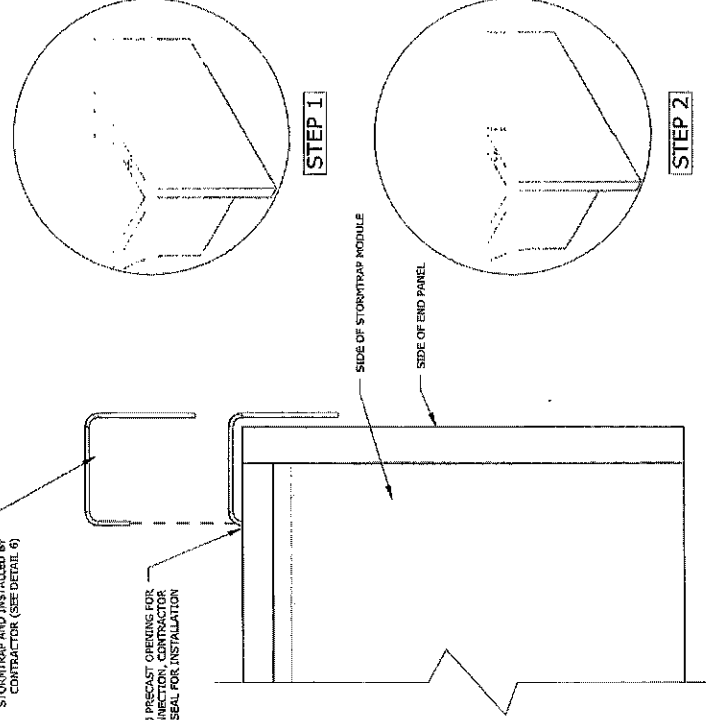
END PANEL
LIFTING DETAIL

END PANEL ERECTION/INSTALLATION NOTES

1. END PANELS WILL BE SUPPLIED TO CLOSE OFF OPEN ENDS OF ROWS.
2. PANELS SHALL BE INSTALLED IN A TILT UP FASHION DIRECTLY ADJACENT TO OPEN END OF MODULE (REFER TO SHEET 2.0 FOR END PANEL LOCATIONS).
3. CONNECTION HOOKS WILL BE SUPPLIED WITH END PANELS TO SECURELY CONNECT PANEL TO ADJACENT STORMTRAP MODULE (SEE PANEL CONNECTION ELEVATION VIEW).
4. ONCE CONNECTION HOOK IS ATTACHED, LIFTING CLUTCHES MAY BE REMOVED.
5. JOINT WRAP SHALL BE PLACED AROUND PERIMETER JOINT PANEL (SEE SHEET 3.0).

CONNECTION HOOKS PROVIDED BY
STORMTRAP AND INSTALLED BY
CONTRACTOR (SEE DETAIL 6)

1" Ø PRECAST OPENING FOR
HOOK CONNECTION (REFER TO
SHEET 2.0 FOR INSTALLATION)



PANEL CONNECTION
ELEVATION VIEW

DETAIL 6



PATENTS LISTED AT: <http://stormtrap.com/patents>

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4	1/31/2020	PRELIMINARY	JPH
5	1/31/2020	PRELIMINARY	JH

SCALE:

NTS

SHEET TITLE:

DOUBLETRAP
INSTALLATION
SPECIFICATIONS

SHEET NUMBER:

3.1



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4	12/28/2019	PRELIMINARY	JPH
5	10/28/2019	PRELIMINARY	JH

SCALE:
NTS

SHEET TITLE:
DOUBLETRAP BACKFILL SPECIFICATIONS

SHEET NUMBER:
4.0

STORMTRAP ZONE INSTALLATION SPECIFICATIONS/PROCEDURES

BACKFILL

BACKFILL OF ONE END OF THE SYSTEM, OPPOSITE THE END WHERE UNITS ARE STILL BEING INSTALLED, UP TO THE TOP OF THE ROOF SLAB, CAN TAKE PLACE AFTER ALL TOP & BOTTOM PIECES WITHIN THE FIRST FOUR (4) COLUMNS / ROWS ARE INSTALLED. BOTH SIDING OF THE SYSTEM ADJACENT TO THE OPEN END WHERE SETTING OF UNITS IS STILL TAKING PLACE CAN BE BACKFILLED UP TO THE TOP OF THE ROOF SLAB, TO WITHIN 1' FULL LENGTH UNIT OF THE LEADING EDGE ONCE ALL OF THE TOP & BOTTOM PIECES WITHIN THAT COLUMN HAVE BEEN INSTALLED. THESE STATEMENTS ASSUME THAT ALL BACKFILL IS INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS LOCATED IN THE STORMTRAP MANUAL. BACKFILL SHALL BE PLACED ON ALL FOUR (4) SIDES OF THE SYSTEM. A SMALL COMPACTOR SHALL BE USED TO PREVENT PUSHING / WEDGING OF THE UNITS ALREADY INSTALLED.

PRIOR TO BACKFILLING OVER TOP OF THE SYSTEM, AT LEAST 3 SIDES MUST BE BACKFILLED IN ACCORDANCE WITH THE ABOVE PARAGRAPH. THE MINIMUM COVER, AFTER COMPACTION, INDICATED ON THE APPROVED DRAWINGS MUST BE IN PLACE & THE LOADING MUST NOT EXCEED 15-20 EQUIVALENT. THE TOP SURFACE SHALL BE BACKFILLED TO THE MINIMUM COVER. BACKFILL SHALL BE PLACED IN ORGANIZED ROWS, IN ACCORDANCE WITH THE STORMTRAP SPECIFICATIONS.

MATERIAL STORAGE

THE STORMTRAP UNITS SHALL BE STORED ON LEVEL GROUND WITH DRAINAGE BENEATH THE BASE SLAB FOR A BASE PIECE ON EACH OF THE UNIT LESS / WALLS (TYP 2 PER UNIT FOR A TOP PIECE). BASE PIECES SHALL BE PLACED ON THE UNIT LESS / WALLS. THE EQUIPMENT REQUIRED TO LIFT THE PRODUCT IS AVAILABLE ON SITE. WHEN STACKING UNITS, IT IS IMPORTANT TO ENSURE THAT THE UNIT LESS / WALLS ARE VERTICALLY ALIGNED. IT IS SUGGESTED THAT PRODUCTS BE STORED IN ORGANIZED ROWS, PREFERABLY SORTED BY UNIT TYPE.

ZONE CHART

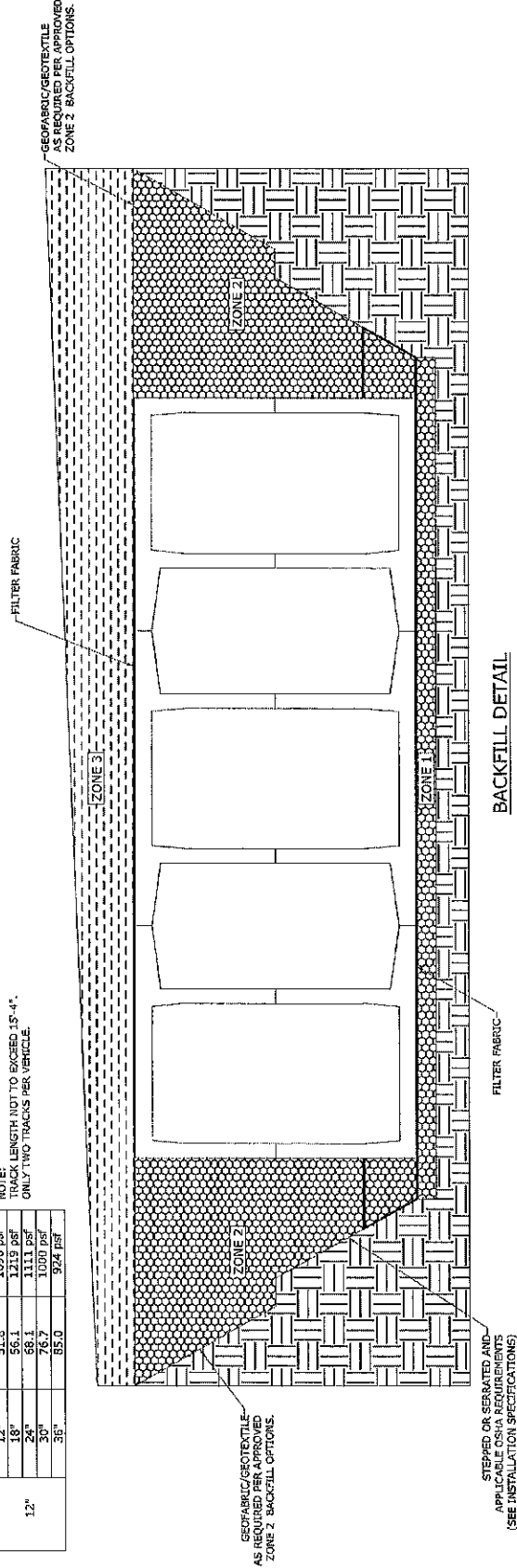
ZONE	ZONE DESCRIPTION	REMARKS
ZONE 1	FOUNDATION AGGREGATE	#5 (1") STONE AGGREGATE (SEE NOTE 4 FOR DESCRIPTION)
ZONE 2	BACKFILL	UNITED SOILS CLASSIFICATION (SW, GP, SW, SP) ON SEE BELOW FOR APPROVED BACKFILL OPTIONS
ZONE 3	FINAL COVER OVERTOP	MATERIALS NOT TO EXCEED 120 PCF

APPROVED ZONE 2 BACKFILL OPTIONS

OPTION	REMARKS
1. STONE AGGREGATE	THE STONE AGGREGATE SHALL CONSIST OF WASHED, CLEAN AND FREE DRAINING ANGULAR MATERIAL. THE SIZE OF THIS MATERIAL SHALL HAVE 100% PASSING THE 1" SIEVE WITH 0% TO 5% PASSING THE #5 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOTEXTILE AROUND THE PERIMETER OF THE BACKFILL (ASTM SIZE #57) AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
SAND	IMPORTED PURE SAND IS PERMITTED TO BE USED AS BACKFILL IF IT IS CLEAN AND FREE DRAINING. THE SAND USED FOR BACKFILLING SHALL HAVE LESS THAN 40% PASSING #40 SIEVE AND LESS THAN 5% PASSING #200 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOTEXTILE AROUND THE PERIMETER OF THE SAND BACKFILL.
CRUSHED CONCRETE AGGREGATE	CLEAN, FREE DRAINING CRUSHED CONCRETE AGGREGATE MATERIAL CAN BE USED AS BACKFILL FOR STORMTRAP UNITS. THE SIZE OF THIS MATERIAL SHALL HAVE 100% PASSING THE 1" SIEVE WITH 0% TO 5% PASSING THE #5 SIEVE. THIS MATERIAL SHALL BE SEPARATED FROM NATIVE MATERIAL USING GEOTEXTILE AROUND THE PERIMETER OF THE BACKFILL.

FILL DEPTH	TRACK WIDTH	MAX VEHICLE WEIGHT (KIPS)	MAX GROUND PRESSURE
12"	12"	51.8	1690 PSF
18"	18"	56.1	1219 PSF
24"	24"	68.1	1111 PSF
30"	30"	76.7	1000 PSF
36"	36"	85.0	924 PSF

NOTE:
TRACK LENGTH NOT TO EXCEED 15'-4".
ONLY TWO TRACKS PER VEHICLE.





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4	12/20/2019	PRELIMINARY	JPH	
5	10/28/2019	PRELIMINARY	JH	

SCALE:

NTS

SHEET TITLE:

RECOMMENDED
PIPE / ACCESS
OPENING
SPECIFICATIONS

SHEET NUMBER:

5.0

RECOMMENDED
ACCESS OPENING SPECIFICATION

1. A TYPICAL ACCESS OPENING FOR THE STORMTRAP SYSTEM ARE 2'-0" IN DIAMETER. ACCESS OPENINGS LARGER THAN 2'-0" IN DIAMETER NEED TO BE APPROVED BY THE VILLAGE OF WILMETTE. ALL OPENINGS MUST RETAIN AT LEAST 1'-0" OF CLEARANCE FROM THE END OF THE STORMTRAP MODULE UNLESS NOTED OTHERWISE. ALL ACCESS OPENINGS TO BE LOCATED ON INSIDE LEG UNLESS OTHERWISE SPECIFIED.
2. PLASTIC COATED STEEL STEPS PRODUCED BY M.A. INDUSTRIES PART #PS3-PFC OR APPROVED EQUAL (SEE STEP DETAIL) ARE PROVIDED INSIDE ANY MODULE WHERE DEEMED NECESSARY. THE HIGHEST STEP IN THE MODULE IS TO BE PLACED A DISTANCE OF 1'-0" FROM THE INSIDE EDGE OF THE STORMTRAP MODULES. ALL BRUSHING STEPS SHALL BE PLACED AT A DISTANCE BETWEEN 1'-0" MIN AND 1'-4" MAX FROM THE INSIDE EDGE OF THE STORMTRAP MODULES. ALL STEPS SHALL BE PLACED ON THE INSIDE OF THE MODULE TO AVOID OPENINGS ON OTHER IRREGULARITIES IN THE MODULE.
3. STORMTRAP LIFTING INSERTS MAY BE RELOCATED TO AVOID INTERFERENCE WITH ACCESS OPENINGS OR THE CENTER OF GRAVITY OF THE MODULE AS NEEDED.
4. STORMTRAP ACCESS OPENINGS MAY BE RELOCATED TO AVOID INTERFERENCE WITH INLET AND/OR OUTLET PIPE OPENINGS SO PLACEMENT OF STEPS IS ATTAINABLE.
5. ACCESS OPENINGS SHOULD BE LOCATED IN ORDER TO MEET THE APPROPRIATE MUNICIPAL REQUIREMENTS. STORMTRAP RECOMMENDS AT LEAST TWO ACCESS OPENINGS PER SYSTEM FOR ACCESS AND INSPECTION.
6. USE PRECAST ADJUSTING RINGS AS NEEDED TO MEET GRADE. STORMTRAP RECOMMENDS FOR COVER OVER 2" TO USE PRECAST BARREL OR CONE SECTIONS. (PROVIDED BY OTHERS)

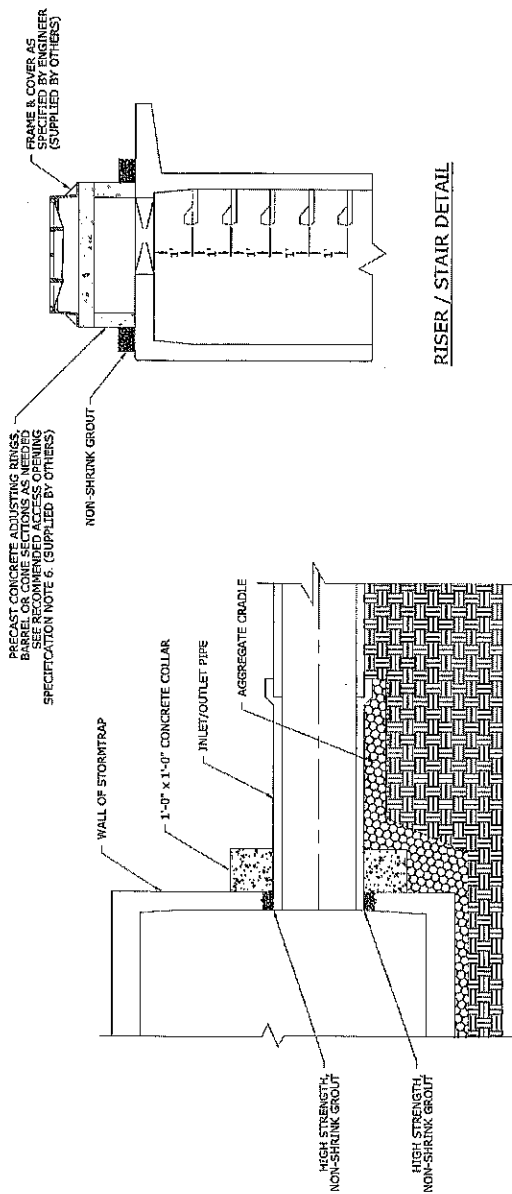
RECOMMENDED
PIPE OPENING SPECIFICATION

1. MINIMUM EDGE DISTANCE FOR AN OPENING ON THE OUTSIDE WALL SHALL BE NO LESS THAN 1'-0".
2. MAXIMUM OPENING SIZE TO BE DETERMINED BY THE MODULE HEIGHT. PREFERRED OPENING SIZE IS 3'-6" OR LESS. ANY OPENING NEEDED THAT DOES NOT FIT THIS CRITERIA SHALL BE BROUGHT TO THE ATTENTION OF STORMTRAP FOR REVIEW.
3. CONNECTING PIPES SHALL BE INSTALLED WITH A 1'-0" CONCRETE COLLAR, AND AN AGGREGATE CRADLE FOR AT LEAST ONE PIPE LENGTH (SEE PIPE CONNECTION DETAIL). A STRUCTURAL GRADE CONCRETE OR HIGH STRENGTH, NON-SHRINK GROUT WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI SHALL BE USED.
4. THE ANNUAL SPACE BETWEEN THE PIPE AND THE HOLE SHALL BE FILLED WITH HIGH STRENGTH NON-SHRINK GROUT.

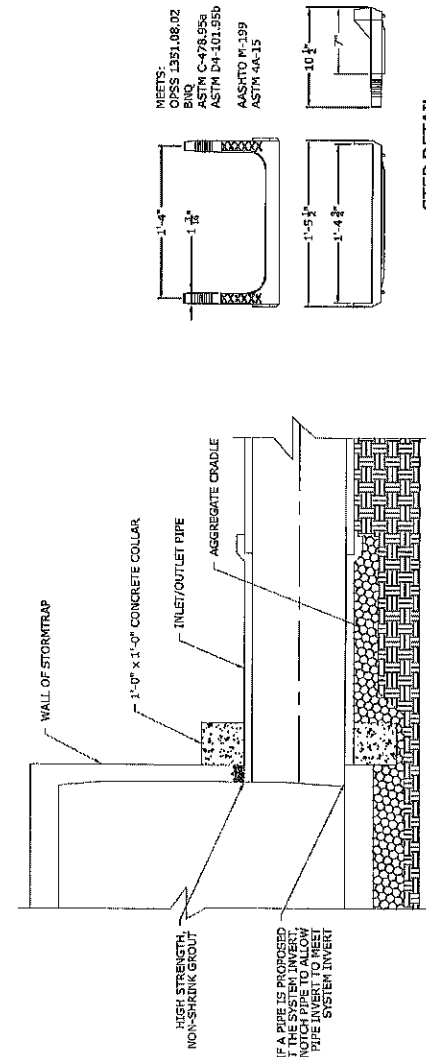
RECOMMENDED PIPE
INSTALLATION INSTRUCTIONS

1. CLEAN AND LIGHTLY LUBRICATE ALL OF THE PIPE TO BE INSERTED INTO STORMTRAP.
2. IF PIPE IS CUT, CARE SHOULD BE TAKEN TO ALLOW NO SHARP EDGES, BEVEL AND LUBRICATE LEAD END OF PIPE.
3. ALIGN CENTER OF PIPE TO CORRECT ELEVATION AND INSERT INTO OPENING.

NOTE: ALL ANCILLARY PRODUCTS/SPECIFICATIONS RECOMMENDED AND SHOWN ON THIS SHEET ARE RECOMMENDATIONS ONLY AND SUBJECT TO CHANGE PER THE INSTALLING CONTRACTOR AND/OR PER LOCAL MUNICIPAL CODE/REQUIREMENTS.



RISER / STAIR DETAIL



PIPE CONNECTION DETAIL

STEP DETAIL

MEETS:
OJESS 1351.08.02
ASTM C-478.95b
ASTM D4-101.95b
AASHTO M-199
ASTM 4A-15

StormTrap®

PATENTS LISTED AT: <http://stormtrap.com/patents>

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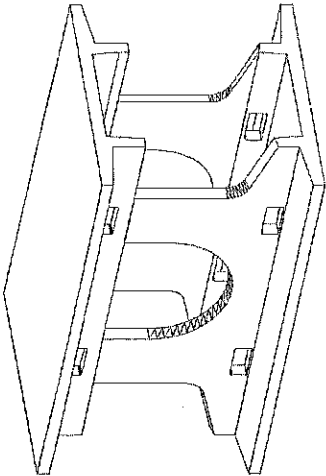
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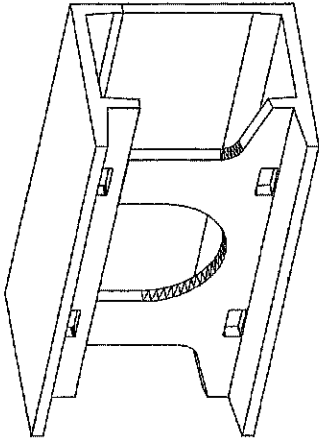
DOUBLETRAP
MODULE TYPES

SHEET NUMBER:

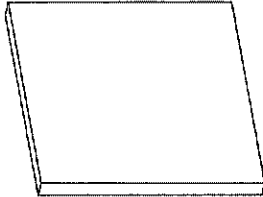
6.0



TYPE I



TYPE III



TYPE II
END PANEL



TYPE IV
END PANEL

- NOTES:
1. OPENING LOCATIONS AND SHAPES MAY VARY.
 2. SP - INDICATES A MODULE WITH MODIFICATIONS.
 3. P - INDICATES A MODULE WITH A PANEL ATTACHMENT.
 4. POCKET WINDOW OPENINGS ARE OPTIONAL.

ATTACHMENT THREE GENERAL CONDITIONS

The following General Contract Conditions are an integral part of and are incorporated by reference into this Contract, as though fully set forth therein.

1. Delivery Hours

All work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between 9:00 a.m. and 6:00 p.m. on Saturday, except as amended by the Village. The Contractor shall notify the Village at least 48 hours in advance of Saturday work. All work on Saturdays must be pre-approved by the Village. No work shall be performed on Sundays and legal holidays.

2. Interpretation of Contract Documents

The Village and Manufacturer shall mutually agree upon the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and Manufacturer shall have the ability to decide any questions which may arise relative to the execution of the Contract, and all estimates and decisions shall be mutually agreed upon by both parties.. The Village shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated before the executed approved drawings and commencement of the work. If such alterations occur after the commencement of the work and diminish the quantity of the Work to be done, Manufacturer shall have the ability to constitute a claim for damage or for anticipated profits on the Work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract.

3. Additional Work Requirements

a. Delivery of Product, Equipment and Materials

All Product, equipment and materials shipped to the Village must be shipped F.O.B. and delivered to a pre- designated location. Manufacturer shall coordinate delivery schedules in advance with the Village To the extent any materials or equipment will not be used immediately in the construction of the Work, the materials and equipment shall be stored in the location directed by the Village. No deliveries will be accepted on Saturdays without prior written approval by the Village, Sunday, or holidays.

b. Anti-Idling Policy

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

c. Vehicles and Equipment

The Manufacturer's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The Village shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed right-of-entry release forms for the required work.

4. Suspension and Termination

The Village may, at any time, by written notice to the Manufacturer require the Manufacturer to stop all, or any part, of the Work required by the Contract Documents. Upon receipt of such a notice, the Manufacturer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Manufacturer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified by Manufacturer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work.

5. Documents

a. Ownership

All drawings, specifications, reports, and any other project documents prepared by the Manufacturer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Manufacturer shall be the exclusive property of the Village.

Manufacturer shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality so as to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Manufacturer fails to deliver a fully reproducible document. Manufacturer shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village.

The provisions of this Section shall survive the expiration, conclusion and termination of this Contract.

b. Deliverables

Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Manufacturer pursuant to this Contract shall be the exclusive property of the Village.

Manufacturer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

**ATTACHMENT FOUR
STORMTRAP WARRANTY**



This Warranty shall apply to the Product provided to the Village and is not intended, except as expressly stated herein, to apply to third-party claims contemplated by the Agreement. Should the terms of the Agreement contradict the terms of this Warranty, the Agreement language shall control.

WARRANTY

8.1 Warranty Statements

1. StormTrap LLC warrants to the Purchaser that the StormTrap® modules, when installed strictly in accordance with StormTrap LLC's written installation instructions, are of the quality set forth in the specifications published by StormTrap LLC for such module for a warranty period of 5 years. The warranty period shall commence starting the last day of installation of any module.
2. StormTrap LLC further warrants to the Purchaser that the products to be delivered hereunder shall be free of defects in materials and workmanship in normal use and service for a warranty period of 5 years.

8.2 Limits to Warranty

1. This is a Limited Warranty that applies solely to the precast concrete StormTrap® modules and is exclusive and in lieu of all other warranties (whether expressed, implied, or statutory). **EXCEPT AS SET FORTH IN THE WARRANTY STATEMENTS, STORMTRAP LLC MAKES NO EXPRESS OR IMPLIED WARRANTY THAT THE PRODUCTS SOLD HEREUNDER ARE OF MERCHANTABLE QUALITY, ARE FIT FOR ANY PARTICULAR PURPOSE, COMPLY WITH REQUIREMENTS OF ANY SAFETY CODE OR COMPLY WITH THE LAWS AND REGULATIONS OF ANY STATE, MUNICIPALITY OR OTHER JURISDICTION.**



8.3 Limits to Beneficiaries and Damages and Claims

1. This limited warranty is given only to the Purchaser. It may not be assigned to any party other than Purchaser and there are no third party beneficiaries to this limited warranty.
2. **IN NO EVENT SHALL StormTrap LLC BE LIABLE FOR SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND StormTrap LLC SHALL NOT BE LIABLE FOR PENALTIES OR LIQUIDATED DAMAGES, INCLUDING LOSS OF PRODUCTION AND PROFITS, LABOR AND MATERIALS, OVERHEAD COSTS, OR ANY LOSS OR EXPENSE INCURRED BY THE PURCHASER OR ANY THIRD PARTY.**
3. StormTrap LLC's obligation under this warranty shall not include any freight or transportation charges or costs of installation.
4. **StormTrap LLC's TOTAL LIABILITY TO PURCHASER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE StormTrap® MODULES IN RESPECT TO WHICH ANY CLAIM UNDER THIS WARRANTY ARISES, OR FOR ANY AND ALL CLAIMS ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT STRICT LIABILITY OR OTHERWISE.**
5. **THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY FOR PURCHASER WITH RESPECT TO THE StormTrap® MODULES.**
StormTrap LLC shall not be liable to the Purchaser or to any third party for any other product liability claims; claims arising from design, shipment, or installation of the StormTrap® modules, or the cost of other goods or services related to the purchase and installation of the StormTrap® modules.



8.4 Limitations Due to Installation, Handling and Use

1. For this Limited Warranty to apply, the StormTrap® modules must be installed in accordance with all conditions required by state and local codes; all other applicable laws and regulations; and StormTrap LLC's written installation instructions.
2. This warranty shall not apply to any StormTrap® modules which have been subjected to damage from abuse or mishandling, or which have been repaired or modified by anyone other than StormTrap LLC.
2. Excluded from this limited warranty are damages due to alteration, accident, misuse, abuse or neglect; the StormTrap® modules being subject to conditions which are not permitted by StormTrap LLC's design criteria or installation instructions; such as but not limited to failure to maintain the minimum cover or exceed the maximum cover to grade set forth in the design criteria or installation instructions; failure to install within tolerance and set true to line and grade as set forth in the specifications or installation instructions; the placement of improper bedding or backfill materials; improper installation, bedding, or backfill techniques; failure of the product due to improper application or improper sizing; or any other event not caused by StormTrap LLC.

8.5 No Other Expressed Warranty

1. Except as specified herein, no other expressed warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by work or act, shall constitute a warranty.
2. No representative of StormTrap LLC has the authority to change this Limited Warranty in any manner or to extend this Limited Warranty, unless written confirmation is provided by an officer of StormTrap LLC.



8.6 Remedies

1. If a breach of this warranty shall become apparent to the purchaser, the purchaser has the responsibility to provide StormTrap LLC with prompt written notice of the alleged breach at StormTrap LLC's company headquarters. This notice shall be provided within 30 days of the discovery of the alleged defect and shall describe it in detail. **AS THE SOLE AND EXCLUSIVE REMEDY TO PURCHASER FOR SUCH BREACH, StormTrap LLC AGREES TO PROVIDE REPLACEMENT MODULES OR REPAIR THOSE MODULES DETERMINED BY StormTrap LLC TO BE DEFECTIVE AND COVERED BY THIS LIMITED WARRANTY.** Removal and/or installation of the replacement modules is the responsibility of the purchaser and specifically excluded by StormTrap LLC.

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Contract No. 19155