

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JULY 25, 2022, FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

**DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.**

**THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:**

**Dial-in Phone Number:        312-626-6799**

**Meeting ID:                        857 5602 6418**

**Written Public Comments Can Be Submitted By 6:15 P.M. on JULY 25, 2022, to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us)**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (Approve)
  - b. [Minutes - Board of Trustees Meeting July 11, 2022](#) (APPROVE)
  - c. [Warrants \\$1,092,483.94](#)
  - d. [RESOLUTION NO.                        - A RESOLUTION APPOINTING ALEX ARTEAGA AS THE VILLAGE OF WILLOWBROOK DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY](#) (ADOPT)
  - e. [ORDINANCE NO.                        - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING TITLE 4 OF THE VILLAGE CODE OF ORDINANCES, ENTITLED "MUNICIPAL SERVICES", BY ADDING THERETO CHAPTER 8, ENTITLED "DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT"](#) (PASS)

- f. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK, ILLINOIS AND DuPAGE METROPOLITAN ENFORCEMENT GROUP (ADOPT)
- g. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE PURCHASE OF TWO (2) FORD EXPLORERS, WITH TRADE-IN(S) (PASS)
- h. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING THE PURCHASE OF FURNITURE FOR THE WILLOWBROOK VILLAGE HALL (ADOPT)
- i. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND COMMONWEALTH EDISON (ADOPT)
- j. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK. (PASS)

NEW BUSINESS

- 6. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE HERITAGE CORRIDOR CONVENTION AND VISITORS' BUREAU FOR ROUTE 66 MONUMENT INSTALLATION AND MAINTENANCE (ADOPT)
- 7. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION APPROVING THE PURCHASE OF PARK BENCHES AT A COST NOT TO EXCEED \$4,500.00 (ADOPT)
- 8. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO M&J ASPHALT PAVING COMPANY, INC. FOR THE ROGERS FARM SUBDIVISION - 2022 ROAD PROJECT (ADOPT)
- 9. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO M&J ASPHALT PAVING COMPANY, INC. FOR THE 67TH STREET RESURFACING PROJECT (ADOPT)

10. RESOLUTION NO. \_\_\_\_\_ - A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE CITY OF CHICAGO, OFFICE OF PUBLIC SAFETY ADMINISTRATION, TO AUTHORIZE THE VILLAGE TO TRANSMIT ON THE CITY OF CHICAGO PUBLIC SAFETY RADIO FREQUENCIES (ADOPT)
11. ORDINANCE NO. \_\_\_\_\_ - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 77-2 AS APPROVED IN ORDINANCE NO. 77-O-14 AND AS AMENDED IN ORDINANCE NOS. 78-O-43, 80-O-40, 84-O-12, 94-O-29, and 20-O-16 AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE PC 22-03: 7000 SOUTH KINGERY - DUCKY'S CAR WASH ADDITION (PASS)

PRIOR BUSINESS

12. TRUSTEE REPORTS
13. ATTORNEY'S REPORT
14. CLERK'S REPORT
15. ADMINSTRATOR'S REPORT
16. MAYOR'S REPORT
17. EXECUTIVE SESSION  
The Appointment, Employment, Compensation, Discipline,  
Performance or Dismissal of Specific Employees Authorized by 5  
ILCS 120/2(c) (1)
18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, JULY 11, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Greg Ruffolo, Attorney Michael Durkin, Village Administrator Brian Pabst, Assistant Village Administrator Sean Halloran, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Deputy Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, Deputy Clerk Christine Mardegan and Director of Municipal Services Foreman AJ Passero.

Present via conference call Chief Robert Schaller.

ABSENT: Assistant to the Village Administrator Alex Arteaga.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Davi lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented and no written comments were received.

Mayor Trilla asked everyone for a moment of silence for the victims, families, and the community of Highland Park.

A moment of silence was observed.

OMNIBUS VOTE AGENDA

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

5. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (APPROVE)

- b. Minutes - Special Board Meeting Committee of the Whole - June 27, 2022 (Approve)
- c. Minutes - Regular Board Meeting - June 13, 2022 (APPROVE)
- d. Warrants - \$329,671.25

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. RESOLUTION NO. 22-R-32 - A RESOLUTION ACCEPTING A PROPOSAL FROM RAY O'HERRON AND AUTHORIZING THE PURCHASE OF SIX (6) BALLISTIC SHIELDS AND TWENTY-SEVEN (27) BALLISTIC HELMETS, AND RELATED EQUIPMENT, FOR THE POLICE DEPARTMENT, AT A COST NOT TO EXCEED \$26,872.00 (ADOPT)

Chief Schaller presented that the ballistic shields currently deployed by the Police Department are twenty-one years old. They are used routinely by officers in the field and during departmental training. Due to the age and use of the ballistic shields, end of service life has been reached and are in need of replacement. The Willowbrook Police Department currently issues riot helmets that have no ballistic characteristics to its officers. Due to the rise of gun violence and active shooters throughout the country, ballistic helmets were included in the FY22-23 budget. In terms of day-to-day deployment, police-issued ballistic helmets would likely not be utilized the entire shift. Instead, the helmet is kept in the officer's patrol bag, making it available to officers in the event of an emergency response scenario or an Immediate Action Rapid Deployment (IARD) potentially limiting a traumatic brain injury.

United Shield International was chosen as the preferred manufacturer. United Shield International is one of the leading manufacturers in the world of personal ballistic and fragmentation protection and fragmentation equipment, with headquarters in Michigan. A request for quote was issued and, of the three proposals received, Ray O'Herron came in as the low bidder. It is to be noted that the total cost for the items

listed above came in \$3,328.00 under budget. This purchase has been budgeted for FY22.

Trustee Mistele asked if we could donate our old equipment.

Chief Schaller stated that it was too outdated.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Davi to adopt Resolution 22-R-32 as presented.

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

MOTION DECLARED CARRIED

7. RESOLUTION NO. 22-R-33- A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF TWO (2) LATERAL POLICE CANDIDATES FOR THE RANK OF PATROL OFFICER AT STEP TWO (2) IN THE SALARY SCHEDULE (ADOPT)

Chief Schaller presented due to the resignation of an officer in April and the retirement of a Sergeant in June of 2022, vacancies have been created. The Police Department currently has no reservations at the Police Training Institute and was advised that the remainder of academy spots for 2022 are currently filled. Due to the terms and conditions of fulfilling Department of Justice COPS grant and the lack of a reservation at the police academy, a deviation from the hiring rotation as defined in Section 5-1-4 of the Municipal Code of the Village of Willowbrook is requested to affect the hiring from the lateral transfer applicant list.

The Village's current police department composition ordinance (Section 5-1-1 of the Village Code of Ordinances) establishes the following as far as number and rank of positions within the police department:

Chief of Police -1

Deputy Chief of Police -2

Sergeants - 3

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

TOTAL: 27 sworn officers

Currently the total number of sworn officers is 24 in the police department.

Currently, the Collective Bargaining Agreement allows the Village, at its discretion, to pay new hires at a higher rate than is

provided in the salary schedule if it does not exceed the pay of any current covered member. It is recommendation of staff to hire these lateral candidates at the lowest paid patrolman salary which is currently Step 2 in the salary schedule and adopt the Resolution, which will enable the Chief of Police to hire from the lateral hire candidate pool.

Trustee Berglund asked what the difference in pay is between step one and step two.

Deputy Chief Kaspar said about four thousand dollars.

MOTION: Made by Trustee Astrella and seconded by Trustee Neal to adopt Resolution 22-R-33 as presented.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella commented that he received many positive comments regarding the new signs.

9. ATTORNEY'S REPORT

Attorney Durkin had no report.

10. CLERK'S REPORT

Clerk Hahn had no report.

11. ADMINISTRATOR'S REPORT

Administrator Pabst reported that Finance will be receiving the GFOA award.

12. MAYOR'S REPORT

Mayor Trilla thanked Brian and Sean for the signs. The White Sox game was a success.

A resident asked if the Village would consider lower utility taxes. I explained that the Village is losing revenue and informed the resident that the water rates are under review.

Reminded the Board that there is a Joint Meeting tomorrow night at 6:30 pm.

13. EXECUTIVE SESSION

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

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

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

MOTION DECLARED CARRIED

Regular meeting adjourned and the Board moved into Closed Session.

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2022.

\_\_\_\_\_  
Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

WARRANTS

July 25, 2022

GENERAL CORPORATE FUND	-----	\$648,253.53
WATER FUND	-----	\$220,658.83
CAPITAL PROJECT FUND	-----	223,190.89
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$380.69
TOTAL WARRANTS	-----	\$1,092,483.94

Michael Rock, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/14/2022	APCH	98859*#	ACCESS ONE, INC.	PHONE - TELEPHONES - 3016001769	455-201	10	2,930.39
				PHONE - TELEPHONES - 3016001770	455-201	20	308.34
				PHONE - TELEPHONES - 3016001774	455-201	20	308.34
				PHONE - TELEPHONES - 3016001771	630-201	30	9,206.73
				TELEPHONES - 3016001817	710-201	35	308.34
				CHECK APCHK 98859 TOTAL FOR FUND 01:			<u>13,062.14</u>
07/19/2022	APCH	98860	ENTERCEPT CORPORATION	SPECIAL EVENTS	585-523	20	1,350.00
07/19/2022	APCH	98861	ROSS FAILLA	ACTIVE ADULT PROGRAM	590-517	20	250.00
07/25/2022	APCH	264 (E) *#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	14,654.08
				LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	76.30
				LIFE INSURANCE - COMMISSIONERS	435-148	07	28.00
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	6,090.95
				LIFE INSURANCE - PLAN COMMISSION	510-340	15	93.10
				HEALTH/DENTAL/LIFE INSURANCE	550-141	20	785.80
				HEALTH/DENTAL/LIFE INSURANCE	630-141	30	31,994.69
				HEALTH/DENTAL/LIFE INSURANCE	710-141	35	3,682.21
				HEALTH/DENTAL/LIFE INSURANCE	810-141	40	2,360.56
				CHECK APCHK 264 (E) TOTAL FOR FUND 01:			<u>59,765.69</u>
07/25/2022	APCH	98863	ALEXANDER ERDMANN	UNIFORMS	630-345	30	900.00
07/25/2022	APCH	98864	ANITA ART B INCORPORATED	PARK PERMIT FEES	310-814	00	200.00
07/25/2022	APCH	98865#	AT & T MOBILITY II LLC	PHONE - TELEPHONES-VOW	455-201	10	795.94
				PHONE - TELEPHONES - PD	630-201	30	912.91
				TELEPHONES-PW	710-201	35	517.58
				CHECK APCHK 98865 TOTAL FOR FUND 01:			<u>2,226.43</u>
07/25/2022	APCH	98866	BEVERLY THOMAS	PARK PERMIT FEES	310-814	00	200.00
07/25/2022	APCH	98867	BLACK GOLD SEPTIC	MAINTENANCE	725-410	35	425.00
07/25/2022	APCH	98868	BLAKE HUNTLEY	UNIFORMS	630-345	30	154.31
07/25/2022	APCH	98869	BRONZE MEMORIAL CO.	PARK LANDSCAPE SUPPLIES	565-341	20	339.38
07/25/2022	APCH	98870	CALLAHAN PLUMBING & IRRIGATION	MAINTENANCE - BUILDING	466-228	10	135.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				MAINTENANCE - BUILDING	466-228	10	135.00
				CHECK APCHK 98870 TOTAL FOR FUND 01:			<u>270.00</u>
07/25/2022	APCH	98871#	CHICAGO SUN-TIMES, INC	PRINTING, PUBLISHING & TRANSCRIPTION	455-302	10	137.00
				PRINTING & PUBLISHING	810-302	40	459.00
				CHECK APCHK 98871 TOTAL FOR FUND 01:			<u>596.00</u>
07/25/2022	APCH	98872*#	CHRISTOPHER B. BURKE	CONSULTING	455-306	10	2,540.00
				CONSULTING	455-306	10	166.10
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	358.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	460.00
				PLAN REVIEW - CIVIL ENGINEER	820-254	40	1,009.50
				ENGINEERING SERVICES	820-262	40	358.00
				ENGINEERING SERVICES	820-262	40	476.57
				ENGINEERING SERVICES	820-262	40	2,866.36
				CHECK APCHK 98872 TOTAL FOR FUND 01:			<u>8,234.53</u>
07/25/2022	APCH	98873	CITY WIDE OF ILLINOIS	MAINTENANCE - BUILDING	466-228	10	197.87
07/25/2022	APCH	98874	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	6,612.50
07/25/2022	APCH	98875#	COMCAST CABLE	INTERNET/WEBSITE HOSTING	460-225	10	7.44
				INTERNET/WEBSITE HOSTING	460-225	10	237.98
				INTERNET/WEBSITE HOSTING	460-225	10	230.54
				INTERNET/WEBSITE HOSTING	460-225	10	230.54
				INTERNET/WEBSITE HOSTING	715-225	35	104.85
				INTERNET/WEBSITE HOSTING	715-225	35	111.85
				INTERNET/WEBSITE HOSTING	715-225	35	111.85
				CHECK APCHK 98875 TOTAL FOR FUND 01:			<u>1,035.05</u>
07/25/2022	APCH	98876	COMED	ENERGY - STREET LIGHTS	745-207	35	143.99
07/25/2022	APCH	98877	COMPASS MINERALS AMERICA	SALT	755-331	35	9,106.03
07/25/2022	APCH	98878	DU-COMM	RADIO DISPATCHING	675-235	30	72,490.25
				RADIO DISPATCHING	675-235	30	3,699.01
				CHECK APCHK 98878 TOTAL FOR FUND 01:			<u>76,189.26</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/25/2022	APCH	98879	DUPAGE COUNTY ANIMAL CARE & CONT	ANIMAL CONTROL	650-268	30	105.00
07/25/2022	APCH	98880	DUPAGE COUNTY RECORDER	FEES/DUES/SUBSCRIPTIONS- R2022-058231	455-307	10	81.00
				FEES/DUES/SUBSCRIPTIONS- R2022-058232	455-307	10	81.00
				CHECK APCHK 98880 TOTAL FOR FUND 01:			<u>162.00</u>
07/25/2022	APCH	98882*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35	5,900.00
				STREET IMPROVEMENTS	765-685	35	4,800.00
				STREET IMPROVEMENTS	765-685	35	8,000.00
				STREET IMPROVEMENTS	765-685	35	7,600.00
				STREET IMPROVEMENTS	765-685	35	9,360.00
				STREET IMPROVEMENTS	765-685	35	9,840.00
				CHECK APCHK 98882 TOTAL FOR FUND 01:			<u>45,500.00</u>
07/25/2022	APCH	98883	FEDERAL EXPRESS CORP.	POSTAGE & METER RENT	455-311	10	22.00
				POSTAGE & METER RENT	455-311	10	27.71
				CHECK APCHK 98883 TOTAL FOR FUND 01:			<u>49.71</u>
07/25/2022	APCH	98884#	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	630-228	30	956.00
				MAINTENANCE - BUILDING	630-228	30	140.00
				MAINTENANCE	725-410	35	7,918.00
				CHECK APCHK 98884 TOTAL FOR FUND 01:			<u>9,014.00</u>
07/25/2022	APCH	98885	FULTON SIREN SERVICES	OPERATING EQUIPMENT	630-401	30	372.82
07/25/2022	APCH	98886	GALLS, LLC	BIKE PROGRAM	660-205	30	42.28
07/25/2022	APCH	98887	GATEWAY SRA	SPECIAL RECREATION ASSOC PROGRAM DUES	590-518	20	20,834.75
07/25/2022	APCH	98888	GBJ SALES, LLC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	110.95
07/25/2022	APCH	98889	GHD SERVICES INC.	ENGINEERING SERVICES	820-262	40	4,500.00
07/25/2022	APCH	98890	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,476.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,956.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	5,629.00
				CHECK APCHK 98890 TOTAL FOR FUND 01:			<u>16,061.00</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/25/2022	APCH	98891	HACKBARTH TRUCK & EQUIPMENT	MAINTENANCE	725-410	35	9,700.00
07/25/2022	APCH	98892	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	123.75
07/25/2022	APCH	98893*#	HOME DEPOT CREDIT SERVICES	MAINTENANCE - BUILDING	466-228	10	209.94
				MAINTENANCE - BUILDING	466-228	10	183.08
				MAINTENANCE - BUILDING	466-228	10	74.76
				MAINTENANCE - BUILDING	466-228	10	101.93
				MAINTENANCE - BUILDING	466-228	10	31.75
				MAINTENANCE - EQUIPMENT	570-411	20	47.90
				OPERATING EQUIPMENT	630-401	30	548.00
				OPERATING EQUIPMENT	630-401	30	264.68
				OPERATING EQUIPMENT	630-401	30	234.00
				OPERATING SUPPLIES & EQUIPMENT	710-401	35	224.91
				MAINTENANCE	725-410	35	239.27
				CHECK APCHK 98893 TOTAL FOR FUND 01:			<u>2,160.22</u>
07/25/2022	APCH	98894	HOUSEAL LAVIGNE ASSOCIATES LLC	CONSULTING	455-306	10	2,517.50
07/25/2022	APCH	98895*#	HUNTER ASPHALT PAVING INC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,674.00
07/25/2022	APCH	98896	ILLINOIS LAW ENFORCEMENT ALARMS	FEES/DUES/SUBSCRIPTIONS	630-307	30	120.00
07/25/2022	APCH	98897#	IRMA	SELF INSURANCE - DEDUCTIBLE	480-273	10	10,000.00
				SELF INSURANCE - DEDUCTIBLE	645-273	30	850.00
				SELF INSURANCE - DEDUCTIBLE	645-273	30	1,153.86
				CHECK APCHK 98897 TOTAL FOR FUND 01:			<u>12,003.86</u>
07/25/2022	APCH	98898	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
07/25/2022	APCH	98899#	KONICA MINOLTA BUSINESS SOLUTION	FURNITURE & OFFICE EQUIPMENT	485-611	10	9,875.00
				FURNITURE & OFFICE EQUIPMENT	485-611	10	9,875.00
				COPY SERVICE	630-315	30	1,187.31
				COPY SERVICE	630-315	30	33.48
				COPY MACHINE	680-642	30	9,955.00
				COPY MACHINE	680-642	30	9,875.00
				CHECK APCHK 98899 TOTAL FOR FUND 01:			<u>40,800.79</u>
07/25/2022	APCH	98900	LAUREN KASPAR	UNIFORMS	630-345	30	94.86

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/25/2022	APCH	98901	LAURIE SCHMITZ	UNIFORMS	630-345	30	122.09
07/25/2022	APCH	98902*#	LAUTERBACH & AMEN LLP	FINANCIAL SERVICES	620-252	25	12,060.00
07/25/2022	APCH	98903	LAW OFFICES STORINO RAMELLO&DURK	FEES - VILLAGE ATTORNEY	470-239	10	20,512.80
				FEES - VILLAGE ATTORNEY	470-239	10	10.10
				FEES - VILLAGE ATTORNEY	470-239	10	21.65
				FEES - VILLAGE ATTORNEY	470-239	10	1.30
				FEES - SPECIAL ATTORNEY	470-241	10	330.00
				FEES - LABOR COUNSEL	470-242	10	308.00
				CONTINGENCIES	490-799	10	836.00
				CHECK APCHK 98903 TOTAL FOR FUND 01:			<u>22,019.85</u>
07/25/2022	APCH	98905	MUNICIPAL ELECTRONICS DIVISION L	MAINTENANCE - VEHICLES	630-409	30	300.00
07/25/2022	APCH	98906	NICOR GAS	NICOR GAS (835 MIDWAY)	466-236	10	282.70
07/25/2022	APCH	98907	NJ RYAN TREE & LANDSCAPE LLC	TREE MAINTENANCE	750-338	35	6,750.00
				TREE MAINTENANCE	750-338	35	6,450.00
				TREE MAINTENANCE	750-338	35	5,550.00
				TREE MAINTENANCE	750-338	35	6,450.00
				TREE MAINTENANCE	750-338	35	6,000.00
				TREE MAINTENANCE	750-338	35	7,050.00
				TREE MAINTENANCE	750-338	35	6,600.00
				TREE MAINTENANCE	750-338	35	5,250.00
				CHECK APCHK 98907 TOTAL FOR FUND 01:			<u>50,100.00</u>
07/25/2022	APCH	98908	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	200.00
07/25/2022	APCH	98909	NOVOTNY ENGINEERING	ENGINEERING SERVICES	820-262	40	312.50
07/25/2022	APCH	98910	OCCUPATIONAL HEALTH CENTERS	EXAMS - PHYSICAL	440-543	07	409.00
07/25/2022	APCH	98911	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	6,031.00
				CONSULTING SERVICES - IT	460-306	10	4,610.00
				CHECK APCHK 98911 TOTAL FOR FUND 01:			<u>10,641.00</u>
07/25/2022	APCH	98912	PARVIN-CLAUSS SIGN CO	VILLAGE HALL SIGNAGE	485-642	10	83,344.68

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
				VILLAGE HALL SIGNAGE	485-642	10	36,270.00
				CHECK APCHK 98912 TOTAL FOR FUND 01:			<u>119,614.68</u>
07/25/2022	APCH	98913	RAGS ELECTRIC, INC	LANDSCAPE MAINTENANCE SERVICES	565-342	20	211.00
07/25/2022	APCH	98914	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - CIVIL ENGINEER	820-254	40	1,020.00
07/25/2022	APCH	98915	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	19.51
				OPERATING EQUIPMENT	630-401	30	699.00
				OPERATING EQUIPMENT	630-401	30	1,040.40
				OPERATING EQUIPMENT	630-401	30	860.46
				OPERATING EQUIPMENT	630-401	30	699.00
				OPERATING EQUIPMENT	630-401	30	1,085.60
				OPERATING EQUIPMENT	630-401	30	468.48
				OPERATING EQUIPMENT	630-401	30	49.50
				OPERATING EQUIPMENT	630-401	30	94.49
				OPERATING EQUIPMENT	630-401	30	143.99
				OPERATING EQUIPMENT	630-401	30	109.99
				OPERATING EQUIPMENT	630-401	30	68.50
				OPERATING EQUIPMENT	630-401	30	60.50
				BIKE PROGRAM	660-205	30	83.00
				CHECK APCHK 98915 TOTAL FOR FUND 01:			<u>5,482.42</u>
07/25/2022	APCH	98916	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	44.95
				OPERATING EQUIPMENT	630-401	30	435.86
				OPERATING EQUIPMENT	630-401	30	79.99
				OPERATING EQUIPMENT	630-401	30	124.50
				OPERATING EQUIPMENT	630-401	30	27.99
				OPERATING EQUIPMENT	630-401	30	119.98
				BIKE PROGRAM	660-205	30	363.98
				BIKE PROGRAM	660-205	30	94.50
				BIKE PROGRAM	660-205	30	485.00
				BIKE PROGRAM	660-205	30	144.00
				CHECK APCHK 98916 TOTAL FOR FUND 01:			<u>1,920.75</u>
07/25/2022	APCH	98917	REGIONAL TRUCK EQUIPMENT CO	MAINTENANCE	725-410	35	1,292.81
07/25/2022	APCH	98918	ROBERT HALF	CONSULTING FEES - CLERICAL	471-253	10	862.47

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/25/2022	APCH	98919	RUSSO'S POWER EQUIPMENT	OPERATING SUPPLIES & EQUIPMENT	710-401	35	1,739.94
				OPERATING EQUIPMENT	755-401	35	430.98
				CHECK APCHK 98919 TOTAL FOR FUND 01:			<u>2,170.92</u>
07/25/2022	APCH	98920	RUTLEDGE PRINTING CO.	PRINTING & PUBLISHING	630-302	30	129.12
07/25/2022	APCH	98921	SAFEBUILT, LLC	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	4,239.36
				BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	3,867.50
				CHECK APCHK 98921 TOTAL FOR FUND 01:			<u>8,106.86</u>
07/25/2022	APCH	98922	SARAH'S PONY RIDES INC	SPECIAL EVENTS	585-523	20	450.00
07/25/2022	APCH	98923#	SATELLITE PHONE STORE	PHONE - TELEPHONES	455-201	10	65.99
				PHONE - TELEPHONES	630-201	30	65.99
				CHECK APCHK 98923 TOTAL FOR FUND 01:			<u>131.98</u>
07/25/2022	APCH	98924	SEMMER LANDSCAPE	ROUTE 83 BEAUTIFICATION	755-281	35	19,522.75
				ROUTE 83 BEAUTIFICATION	755-281	35	20,108.43
				CHECK APCHK 98924 TOTAL FOR FUND 01:			<u>39,631.18</u>
07/25/2022	APCH	98925	SPORTSFIELD, INC.	BALLFIELD MAINTENANCE	570-280	20	420.00
07/25/2022	APCH	98926	SUBURBAN DOOR CHECK & LOCK SERVI	MAINTENANCE - BUILDING	466-228	10	5.00
07/25/2022	APCH	98927	T.P.I.	BUILDING, PLAN REVIEW & INSP. SERVICE	820-260	40	100.00
07/25/2022	APCH	98928*#	TAMELING GRADING	LANDSCAPE MAINTENANCE SERVICES	565-342	20	8,505.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,089.00
				CHECK APCHK 98928 TOTAL FOR FUND 01:			<u>9,594.00</u>
07/25/2022	APCH	98929*#	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	319.50
07/25/2022	APCH	98930*#	TEMPERATURE ENGINEERNG INC	MAINTENANCE	725-410	35	267.50
				MAINTENANCE - GARAGE	725-413	35	3,937.50
				MAINTENANCE - GARAGE	725-413	35	1,887.50
				CHECK APCHK 98930 TOTAL FOR FUND 01:			<u>6,092.50</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
07/25/2022	APCH	98931#	THE BLUE LINE	PRINTING & PUBLISHING	435-302	07	298.00
				PERSONNEL RECRUITMENT	630-131	30	348.00
				CHECK APCHK 98931 TOTAL FOR FUND 01:			<u>646.00</u>
07/25/2022	APCH	98932	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	2,550.00
07/25/2022	APCH	98933	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	203.80
07/25/2022	APCH	98934	WESTERN FIRST AID & SAFETY	MAINTENANCE - BUILDING	466-228	10	71.97
				MAINTENANCE - BUILDING	466-228	10	73.76
				CHECK APCHK 98934 TOTAL FOR FUND 01:			<u>145.73</u>
07/25/2022	APCH	98935	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
07/25/2022	APCH	98936	YAQUTA MERCHANT	PARK PERMIT FEES	310-814	00	150.00
				Total for fund 01 GENERAL FUND			648,253.53

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
07/14/2022	APCH	98859*#	ACCESS ONE, INC.	PHONE - TELEPHONES - 3016001772	401-201	50	308.76
				PHONE - TELEPHONES - 3016001773	401-201	50	308.34
				CHECK APCHK 98859 TOTAL FOR FUND 02:			<u>617.10</u>
07/25/2022	APCH	263 (E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	163,827.86
07/25/2022	APCH	264 (E)*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	5,642.53
07/25/2022	APCH	98862	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	24.75
				FEES DUES SUBSCRIPTIONS	401-307	50	15.75
				FEES DUES SUBSCRIPTIONS	401-307	50	29.25
				FEES DUES SUBSCRIPTIONS	401-307	50	18.00
				FEES DUES SUBSCRIPTIONS	401-307	50	38.25
				CHECK APCHK 98862 TOTAL FOR FUND 02:			<u>126.00</u>
07/25/2022	APCH	98872*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	405-245	50	832.00
				FEES - ENGINEERING	405-245	50	624.00
				FEES - ENGINEERING	405-245	50	208.00
				CHECK APCHK 98872 TOTAL FOR FUND 02:			<u>1,664.00</u>
07/25/2022	APCH	98882*#	FALCO'S LANDSCAPING INC	SPOILS HAULING SERVICES	430-280	50	7,900.00
				STREET IMPROVEMENTS SERVICES	430-281	50	9,500.00
				CHECK APCHK 98882 TOTAL FOR FUND 02:			<u>17,400.00</u>
07/25/2022	APCH	98893*#	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	342.39
				WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	538.00
				CHECK APCHK 98893 TOTAL FOR FUND 02:			<u>880.39</u>
07/25/2022	APCH	98895*#	HUNTER ASPHALT PAVING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	7,895.00
07/25/2022	APCH	98902*#	LAUTERBACH & AMEN LLP	FINANCIALS SERVICES	401-309	50	8,040.00
07/25/2022	APCH	98904	METROPOLITAN INDUSTRIES INC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	138.00
07/25/2022	APCH	98928*#	TAMELING GRADING	SPOILS HAULING SERVICES	430-280	50	9,070.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
				STREET IMPROVEMENTS SERVICES	430-281	50	1,597.00
				CHECK APCHK 98928 TOTAL FOR FUND 02:			<u>10,667.00</u>
07/25/2022	APCH	98929*#	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES	430-281	50	292.32
				STREET IMPROVEMENTS SERVICES	430-281	50	3,151.13
				CHECK APCHK 98929 TOTAL FOR FUND 02:			<u>3,443.45</u>
07/25/2022	APCH	98930*#	TEMPERATURE ENGINEERNG INC	REPAIRS & MAINTENANCE-STANDPIPE/PUMPH	425-485	50	317.50
				Total for fund 02 WATER FUND			220,658.83

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
07/25/2022	APCH	98881	E.P. DOYLE & SON, LLC	COMMUNITY CENTER CONSTRUCTION	600-326	55	218,340.89
07/25/2022	APCH	98882*#	FALCO'S LANDSCAPING INC	CONCRETE REPAIR	600-324	55	4,850.00
Total for fund 10 CAPITAL PROJECT FUND							223,190.89

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX							
07/25/2022	APCH	264(E)*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	380.69
				Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			380.69
TOTAL - ALL FUNDS							1,092,483.94

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

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION APPOINTING ALEX ARTEAGA AS THE VILLAGE OF WILLOWBROOK DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY	<b>AGENDA NO. 5.d.</b>  <b>AGENDA DATE:</b> 07/25/22
<b>STAFF REVIEW:</b> Alex Arteaga, Asst. to the Village Administrator      SIGNATURE: 	
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney      SIGNATURE: 	
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator      SIGNATURE: 	
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b>  The Village of Willowbrook is represented on the Intergovernmental Risk Management Agency ("IRMA") Board of Directors through an appointed delegate and alternate delegate. The IRMA Board meets on a quarterly basis to review and discuss relevant risk management related matters affecting municipalities. The designated alternate delegate would attend meetings in the event that the primary delegate could not. The appointment to serve on the IRMA Board of Directors is made by Resolution adopted by the Village Board.	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b>  One of the duties assigned to the position of Assistant to the Village Administrator within the Administration Department is that of risk management. Therefore, Alex Arteaga will serve as the primary delegate to IRMA. The duties of this position were previously performed by Sean Halloran. Assistant Village Administrator Halloran will become the designated alternate delegate to IRMA.	
<b>ACTION PROPOSED:</b>  Adopt the Resolution.	

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION APPOINTING ALEX ARTEAGA AS THE VILLAGE OF  
WILLOWBROOK DELEGATE TO THE INTERGOVERNMENTAL RISK  
MANAGEMENT AGENCY**

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**WHEREAS**, the Village of Willowbrook adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said cooperative; and

**WHEREAS**, said contract provides that member units of local government shall, by majority vote of its corporate authorities, select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency as the Delegate.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that Mr. Alex Arteaga, Assistant to the Village Administrator of the Village of Willowbrook, is hereby appointed as the Delegate to represent the Village of Willowbrook on the Board of Directors of said Intergovernmental Risk Management Agency commencing July 26, 2022.

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**BE IT FURTHER RESOLVED** that the Village Clerk shall serve a certified copy of this

Resolution on the Intergovernmental Risk Management Agency.

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## VILLAGE OF WILLOWBROOK

### BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

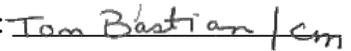
**ITEM TITLE:**

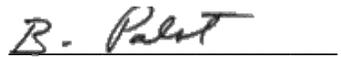
AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING TITLE 4 OF THE VILLAGE CODE OF ORDINANCES, ENTITLED "MUNICIPAL SERVICES", BY ADDING THERETO CHAPTER 8, ENTITLED "DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT"

**AGENDA NO.** 5.e.

**AGENDA DATE:** 7/25/2022

**STAFF REVIEW:** Michael Krol, Community Development Director SIGNATURE: 

**LEGAL REVIEW:** Tom Bastian, Village Attorney SIGNATURE: 

**RECOMMENDED BY:** Brian Pabst, Village Administrator SIGNATURE: 

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Community Development Department was created in 2021 under ordinance 21-O-51. With the creation of the office, the duties of the Director of Community Development were created under the same ordinance.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

Staff is requesting a new position in the Village, the Deputy Director of Community Development. This is a highly professional and responsible position in the department with an emphasis on building code knowledge and residential plan review experience. This position is responsible for professional and administrative duties related to the daily performance of department operational assignments associated with building permit interpretations, building permit applications, residential plan review, and permit tracking and follow-up.

The job duties related to this position include expediting the permit and plan review process and ensuring compliance with department policies and procedures, adopted codes, and Village ordinances. Work includes extensive public contact, coordination with contractors, architects, residents, and other Village departments. This position will interact regularly with the Village's third-party inspection and plan review consultant and engineering consultants. The Deputy will report directly to the Director of Community Development. Based on research from similar open positions of neighboring towns, the starting pay range for this position will be \$80,000 to \$100,000.

Attached is the formal Village job description for the newly created position of Deputy Director of Community Development within the Community Development Department.

**ACTION PROPOSED:**

Pass the ordinance.

**ORDINANCE NO. 22-O-\_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AMENDING TITLE 4 OF THE VILLAGE CODE OF ORDINANCES, ENTITLED “MUNICIPAL SERVICES”, BY ADDING THERETO CHAPTER 8, ENTITLED “DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT”**

---

**BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Title 4 of the Village Code of Ordinances, as amended, is hereby further amended by adding thereto Chapter 8, entitled “Deputy Director of Community Development”, to read as follows:

**SECTION 1:**

“Chapter 8 Deputy Director of Community Development

4-8-1 OFFICE CREATED:

There is hereby created the full-time employment position of Deputy Director of Community Development who shall be appointed by the Village Administrator.

4-8-2 DUTIES:

(A) It shall be the duty of the Deputy Director of Community Development (Deputy Director) to assist the Director of Community Development with the activities of the Department of Community Development, and in the enforcement of all Village ordinances relating to the construction, zoning, rezoning and promotion of community development through planning. The Deputy Director shall perform such duties, as may be prescribed by state law and Village ordinance. The Deputy Director shall perform such professional and administrative duties related to the Department’s operational assignments, including, but not limited to, building permit applications, building permit interpretation, residential plan review and tracking.

(B) Additional Duties:

The duties of the Deputy Director of Community Development shall also include:

(i) Performing residential plan review for a variety of interior and exterior remodels, additions, decks,

- (i) pools, fences, driveways, sheds, windows, doors, etc.
- (ii) Reviewing construction documents to ensure compliance with state law and local ordinances and regulations.
- (iii) Evaluate engineering, building and/or site design specifications prepared by architects, engineers, or owners/owner's representatives.
- (iv) Assist homeowners, designers, and contractors by providing information and interpretations of building codes and all adopted codes and, as necessary, to ensure compliance with applicable codes and regulations.
- (v) Maintain and update Village records and Village databases.
- (vi) Assist with front counter duties, as needed, scheduling inspections, answering phone calls, and issuing over the counter permits.
- (vii) Communicate with third-party engineering, building inspectors, and plan review consultants to resolve field-related code issues and coordinate activities with other Village departments as necessary, and as may be directed.
- (viii) Resolve issues related to building construction or site development including, but not limited to, research of codes, field evaluation, investigation of alternatives, and proposal of solutions.
- (ix) Attend professional seminars, training and meetings, as required.
- (x) Perform inspections as may be directed by the Director.
- (xi) Provide administrative support to the Director of Community Development, such as special research projects and assignments.
- (xii) Attend Plan Commission and Village Board meetings, as needed.

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

**SECTION 3:** This Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

# Deputy Director of Community Development

The Village of Willowbrook is looking for a Deputy Director of the Community Development Department. This is a highly professional and responsible position in the department with an emphasis on building code knowledge and residential plan review experience. This position is responsible for professional and administrative duties related to the daily performance of department operational assignments associated with building permit interpretations, building permit applications, residential plan review, and permit tracking and follow-up.

This includes expediting the permit and plan review process and ensuring compliance with department policies and procedures, adopted codes, and Village ordinances. Work includes extensive public contact, coordination with contractors, architects, residents, and other Village departments. This position will interact regularly with the Village's third-party inspection and plan review consultant and engineering consultants. The Deputy will report directly to the Director of Community Development.

## IDEAL CANDIDATE

The Village is seeking a strongly organized, communicative, and customer service skilled candidate to join its forward-thinking and innovative team. This work requires the ability to perform multiple tasks simultaneously while meeting plan review deadlines. The Village has identified the following educational achievements, work experience, and professional abilities as necessary for the successful candidate:

- A minimum of 5 to 7 years of experience working in a municipal setting related to building administration and plan review is desirable. Additionally, permit technician, inspector, and/or plan review ICC certifications are of benefit to this position.
- Must possess a bachelor's degree from an accredited college or university in construction management, architecture, or a substantially similar area.
- Ability to:
  - Understand site related documents such as blueprints, plans and sketches.
  - Read, learn, interpret and apply work-related ordinances, codes, standards and regulations.
  - Critically analyze and identify plan deficiencies which do not comply with established laws and standards.
  - Maintain necessary records and prepare required reports.
  - Analyze and interpret special reports and technical data.
  - Establish and maintain effective work relationships with superiors, peers, associated homeowners.
  - Communicate effectively both orally and in writing.

## OPPORTUNITIES/RESPONSIBILITIES

For Fiscal Year 2022-2023, staff has identified several strategic projects and duties that are imperative to the Village's success. The Deputy Director of Community Development will have the opportunity to represent the Village of Willowbrook at the Illinois Council of Code Administrators (ICCA), International Code Council (ICC), and Suburban Building Official Conference (SBOC) meetings and training seminars on the latest in industry standards. This

position will also monitor ICC building code updates and recommend local amendments to the Village adopted building codes. Below is a list of opportunities, responsibilities, and duties that will be available for this position:

- Performing residential plan review for a variety of interior remodels, additions, decks, pools, fences, driveways, sheds, windows, doors, etc.
- Reviewing construction documents to confirm compliance with State and Local laws and regulations.
- Evaluate and markup or critique the engineering, building and/or site design and specifications prepared by professional architects, engineers, or owners/owner's representatives for development.
- Provide customer service for the department by assisting homeowners, designers, and contractors by providing information and interpretations of building codes and regulations, recommend necessary changes to design documents as required to obtain compliance with applicable codes and regulations.
- Responsible for preparing written correction letters and maintaining and updating records and database information.
- Assist with front counter duties as needed, scheduling inspections, answering phone calls, and issuing over the counter permits.
- Communicate with third party engineering, building inspector, and plan review consultants to resolve field related code issues and coordinate activities with other Village departments as directed.
- Resolve problems related to building construction or site development which includes research of codes, field evaluation, investigation of alternatives, and proposal of solutions.
- Attend professional seminars, training and meetings as required.
- Perform inspections as needed such as residential pre-pours and pavement finals, sheds, fence, and roof finals.
- Providing administrative support to the Director of Community Development such as special research projects and assignments.
- Attend Plan Commission and Village Board meetings as needed.

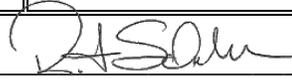
The salary range for this position is \$80,000 to \$100,000. This position is classified as a full-time, exempt, non-union position. All applicants must be able to work 8:30 a.m. to 4:30 p.m., Monday through Friday, and attend Board and Plan Commission meetings after normal business hours (as required). The Village provides a comprehensive benefit packaging including medical, dental, and life insurance, Illinois Municipal Retirement Fund Pension, ICMA-RC retirement plans, paid sick, vacation, holiday time, and more.

To apply, please email your cover letter and resume to Sean Halloran ([shalloran@willowbrook.il.us](mailto:shalloran@willowbrook.il.us)), Assistant Village Administrator. Applicants must indicate (Deputy Director of Community Development) in the subject line of their e-mail. If you have any questions about the position, please contact Sean Halloran, at 835 Midway Drive Willowbrook, IL or [shalloran@willowbrook.il.us](mailto:shalloran@willowbrook.il.us).

## VILLAGE OF WILLOWBROOK

### BOARD MEETING

#### AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK, ILLINOIS AND DuPAGE METROPOLITAN ENFORCEMENT GROUP	<b>AGENDA NO.</b> 5.f.  <b>AGENDA DATE:</b> 07/25/22
<b>STAFF REVIEW:</b> Robert Schaller, Chief of Police     SIGNATURE: <u></u>	
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney     SIGNATURE: <u>Tom Bastian / cm</u>	
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator     SIGNATURE: <u>B. Pabst</u>	
<b>REVIEWED &amp; APPROVED BY PSC:</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b>  The DuPage Metropolitan Enforcement Group (DuMEG) was established in 1985 to provide a county-wide approach, linking local, county, state, and federal law enforcement agencies together, to combat illicit drug trafficking. DuMEG is supervised by a local Policy Board that reports to the Director of the Illinois State Police and operates in accordance with the Intergovernmental Drug Law Enforcement Act. The Village of Willowbrook has been a participant in DuMEG at varying times since its inception. This Intergovernmental Agreement will re-establish the Village's membership in DuMEG.  Funding for the DuMEG Unit is based upon a set contribution per full-time police officer in each community. In addition, some communities assign an officer to DuMEG on a full-time basis.	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b>  The Village's "fair share" contribution to DuMEG for the 2022/2023 fiscal year is \$14,040. This amount represents a \$520.00 contribution per authorized police officer (27 authorized).  DuMEG has been an effective organization combating drug trafficking in DuPage County. With an increase in drug involved death investigations, now is an appropriate time to reestablish the Village's relationship with DuMEG. This collaboration with DuMEG will aid our Investigation Division in their drug involved investigations providing additional resources.  The "fair share" contribution has been budgeted for FY22.	
<b>ACTION PROPOSED:</b> Adopt the Resolution and approve the fair share payment of \$14,040.	

**RESOLUTION NO. 22 – R - \_\_\_\_\_**

**A RESOLUTION TO APPROVE  
AND AUTHORIZE THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE VILLAGE OF WILLOWBROOK, ILLINOIS AND  
DuPAGE METROPOLITAN ENFORCEMENT GROUP**

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**WHEREAS**, the Constitution of the State of Illinois of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides for the formation of intergovernmental agreements for, among other things, law enforcement Mutual Aid associations; and

**WHEREAS**, the Village of Willowbrook, Illinois (the “Village”) and the DuPage Metropolitan Enforcement Group (“DUMEG”) wish to enter into an intergovernmental agreement (the “Agreement”), a copy of which is attached hereto as Exhibit “A” and made a part hereof, wherein the Village will reestablish its participation as a member of DUMEG and further authorize the Village’s payment of an annual “Fair Share” contribution to DUMEG in the sum of Fourteen Thousand Forty and 00/100ths Dollars (\$14,040.00); and

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village enter into the Agreement with DUMEG and to approve the Village’s annual “Fair Share” contribution in the sum of Fourteen Thousand Forty and 00/100ths Dollars (\$14,040.00).

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

**SECTION 1:** The foregoing preambles are hereby incorporated as if fully recited herein.

**SECTION 2:** The corporate authorities of the Village of Willowbrook hereby determine that it is advisable, necessary and in the best interest of the Village to enter into and do hereby approve that certain Intergovernmental Agreement with DUMEG.

**SECTION 3:** An annual “Fair Share” contribution to DUMEG in the sum of Fourteen Thousand Forty and 00/100ths Dollars (\$14,040.00), is hereby approved.

**SECTION 4:** The Village Police Chief shall be and is hereby authorized and directed to execute, on behalf of the Village, the Intergovernmental Agreement, in substantially the same form as attached hereto as Exhibit “A”, and made a part hereof.

**SECTION 5:** The Village’s Chief of Police is hereby authorized and direct to execute any and all necessary forms or other supplemental documents related to the Agreement.

**SECTION 6:** This Resolution shall take effect upon its passage and approval in accordance with law.

ADOPTED and APPROVED this 25<sup>th</sup> day of July, 2022, by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**Exhibit "A"**  
Intergovernmental Agreement  
By and between  
The Village of Willowbrook and  
DuPage Metropolitan Enforcement Group ("DUMEG")

AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING  
THE DUPAGE METROPOLITAN ENFORCEMENT GROUP (DUMEG)

I. PURPOSE:

In order to combat the multi-jurisdictional illegal trafficking of narcotics, controlled substances and dangerous drugs, the undersigned law enforcement agencies hereby agree to pool and integrate law enforcement resources and personnel for the DuPage Metropolitan Enforcement Group (hereafter referred to as DUMEG) to coordinate the enforcement of drug and gang laws without regard to jurisdictional boundaries and to cooperate with State and Federal enforcement groups.

II. AUTHORITY:

This agreement is entered into by the undersigned pursuant to the provisions of Article VII, Section 10, of the 1970 Constitution of the State of Illinois; the “Intergovernmental Cooperation Act”, Illinois Compiled Statutes, Chapter 5, Section 220 (1975); and the “Intergovernmental Drug Laws Enforcement Act”, Illinois Compiled Statutes, Chapter 30, Section 715 (1992).

III. ORGANIZATION:

A. Policy Board

The undersigned agree that effective use of its personnel, in the enforcement of drug and gang laws, requires that a Policy Board shall be established. The DUMEG Policy Board shall be composed of an elected public official, or his/her designee, and chief law enforcement officer, or his/her designee, from each participating law enforcement agency. In the case of a unit of local government which is a county, the unit shall be represented by the Sheriff and the State’s Attorney or their respective designee. A local unit of government may authorize the transfer of municipal funds to DUMEG in lieu of providing personnel to participate in the program. In the case of a unit of local government which is a county, the Sheriff and State’s Attorney may authorize the transfer of county funds previously appropriated by the county board to their respective offices to DUMEG in lieu of providing personnel to participate in the program. The Policy Board shall supervise and oversee the operations of DUMEG, and make such reports to the Director of the Illinois State Police as that Department may require. In accordance with the expressed legislative intent in the “Intergovernmental Drug Law Enforcement Act”, the Policy Board shall determine that DUMEG operations are limited exclusively to enforcement of drug and streetgang related laws of this State, sister States or of the United States.

B. Executive Committee

The Executive Committee of the Policy Board shall be comprised of the Director of DUMEG, Chairman, Vice-Chairman, Fiscal Officer or his/her designee and two elected participating Law Enforcement agencies contributing personnel and two elected participating Law Enforcement agencies contributing financially to DUMEG. The Executive Committee shall be vested with the authority to act on behalf of the Policy Board when an emergency or other situation makes it impossible or impractical for the Policy Board to act. The Executive Committee shall also make any decisions required of the Policy Board during the interim period between Policy Board meetings.

C. Fiscal Officer

An elected official of a participating unit of local government shall be designated Fiscal Officer for DUMEG upon appointment of the Policy Board. The Fiscal Officer shall function as the sole Fiscal Officer for all participating agencies in DUMEG. The Fiscal Officer shall receive and disburse grant funds for the operation of DUMEG, but at no time shall consider the contribution of manpower or personnel from the Illinois State Police as a basis for the 50 percent matching grant from the State for the total operating budget from DUMEG. The Director of the Illinois State Police shall monitor DUMEG and determine its eligibility to receive State funding. Personnel salaries, the cost of purchasing vehicles and equipment contributed by participating units shall be considered in determining the amount of State contribution under the grant.

D. Operating Director

The Policy Board shall designate by majority vote an Operating Director who shall be responsible for the daily operations of DUMEG. The Operating Director shall report and be accountable to the DUMEG Policy Board.

IV. OPERATIONS:

- A. Each participating unit of local government may contribute to DUMEG, personnel, equipment, or cash as directed by the Policy Board. In the case of a unit of local government which is a county, the contribution shall be made by the Sheriff and the State's Attorney respectively.
- B. It is expressly understood by and between the parties that the police power of each member of DUMEG is extended to all officers of DUMEG operating pursuant to the terms of this agreement as provided for in Illinois Compiled Statutes, Chapter 5, Section 220 (1983).

- C. Sworn law enforcement officers recommended by the Policy Board and appointed as Inspectors shall continue to be employees of the participating units and shall be compensated by the units in accordance with their regular procedures and subject to the rules and regulations of the parent agencies, as well as those established by the Policy Board of DUMEG.
- D. Personnel contributed by participating units who are not sworn law enforcement officers shall continue to be regular employees of the participating units and shall be compensated in accordance with the participating units' regular procedures.
- E. Personnel employed by DUMEG who are not sworn law enforcement officers shall be subject to the rules and regulations promulgated pursuant to the terms of this agreement and such other regulations which may be promulgated by DUMEG or the Illinois State Police.
- F. Each unit of local government, Sheriff or State's Attorney, providing personnel to DUMEG shall provide gasoline for one (1) vehicle per officer assigned to DUMEG.
- G. Each participating law enforcement group shall retain disciplinary authority and jurisdiction over their sworn and non-sworn personnel.

V. FISCAL YEAR:

The Fiscal year of DUMEG shall commence on July 1 and terminate on June 30 of each calendar year.

VI. EQUAL EMPLOYMENT OPPORTUNITY:

The undersigned participating units of local government, Sheriff or State's Attorney are Equal Opportunity Employers and agree to subscribe to and comply with any and all laws, rules and regulations pertaining to Equal Opportunity, and further agree to abide by the rules and regulations of the Equal Employment Opportunity Commission (EEOC) and the Illinois Human Rights Commission.

VII. AMENDMENT:

This agreement may be amended at any time by written approval of all participants named herein.

Any subsequent changes or amendments to this agreement are binding upon all participants named herein.

VIII. CANCELLATION:

This agreement may be canceled at any time by written agreement of a majority of all participating governmental units herein named. In the event of such cancellation of this agreement, all equipment or materials purchased with State funds shall revert to the Illinois State Police. Any personal property contributed by an individual member shall remain the property of that member. Individual members may withdraw from this Agreement sixty (60) days subsequent to presenting the Policy Board with a written declaration of its intention to withdraw from this agreement. The initial participants to this agreement are required to supply their agreed contributions for a period of time not to exceed the statutory fiscal year of the unit's authority to budget or appropriate funds.

IX. RADIO-MAINTENANCE:

DUMEG agrees to maintain all automobile radios assigned to DUMEG cars.

X. VEHICLES:

The Operating Director shall at the earliest feasible time, purchase vehicles as needed and release to the participating member any vehicle contributed by that member, as well as be responsible to fulfilling fleet needs through purchase, use of forfeited vehicles, etc., as regulated.

XI. INSURANCE:

The Operating Director shall obtain liability insurance for the benefit of DUMEG, participating local governments, representatives thereof serving in any capacity in DUMEG, and sworn personnel to DUMEG. Such insurance and indemnification coverage shall be in such an amount as decided by the DUMEG Policy Board but not less than \$1,000,000. DUMEG shall acquire and maintain insurance in excess of \$1,000,000 for combined single limit liability for personal injury, bodily injury, property damage, and any violation of rights guaranteed by the Constitution of the United States, any award of attorney's fees, costs, and specific civil rights endorsement covering claims arising under 42 U.S.C., Section's 1981, 1983, 1985, and 1988.

XII. CONTRIBUTIONS:

A. Personnel and Equipment

The following law enforcement agencies whose respective units of government are signatories of this agreement shall contribute sworn law enforcement officers in the numbers specified:

1.	Addison Police Department	<u>1</u>
2.	Aurora Police Department	<u>1</u>
3.	Bartlett Police Department	<u>1</u>

4.	Bensenville Police Department	
5.	Bloomington Police Department	1
6.	Bolingbrook Police Department	
7.	Burr Ridge Police Department	
8.	Carol Stream Police Department	1
9.	Clarendon Hills Police Department	
10.	College of DuPage	
11.	Darien Police Department	
12.	Downers Grove Police Department	1
13.	DuPage County Forest Preserve	
14.	DuPage County State's Attorney	1
15.	DuPage County Sheriff's Office	
16.	Elk Grove Village Police Department	
17.	Elmhurst Police Department	
18.	Glendale Heights Police Department	1
19.	Glen Ellyn Police Department	
20.	Hanover Park Police Department	
21.	Hinsdale Police Department	
22.	Itasca Police Department	
23.	Lisle Police Department	
24.	Lombard Police Department	1
25.	Naperville Police Department	
26.	Oak Brook Police Department	
27.	Oakbrook Terrace Police Department	
28.	Roselle Police Department	
29.	Villa Park Police Department	
30.	Warrenville Police Department	
31.	Wayne Police Department	
32.	West Chicago Police Department	
33.	Western Springs Police Department	
34.	Westmont Police Department	
35.	Wheaton Police Department	1
36.	Willowbrook Police Department	
37.	Winfield Police Department	
38.	Wood Dale Police Department	1
39.	Woodridge Police Department	1
40.	Illinois State Police	2

B. Financial

Those law enforcement agencies whose respective units have elected to authorize the transfer of county or municipal funds to DUMEG in lieu of providing personnel. To participate in this agreement these law enforcement agencies will provide fair share funding at the rate of five hundred twenty dollars (\$520.00) per sworn officer per DUMEG fiscal year, or as amended by the Policy Board.

1.	Addison Police Department	
2.	Aurora Police Department	
3.	Bartlett Police Department	
4.	Bensenville Police Department	X
5.	Bloomington Police Department	
6.	Bolingbrook Police Department	
7.	Burr Ridge Police Department	X
8.	Carol Stream Police Department	
9.	Clarendon Hills Police Department	X
10.	College of DuPage	
11.	Darien Police Department	X
12.	Downers Grove Police Department	
13.	DuPage County Forest Preserve	
14.	DuPage County State's Attorney	
15.	DuPage County Sheriff's Office	
16.	Elk Grove Village Police Department	
17.	Elmhurst Police Department	
18.	Glendale Heights Police Department	
19.	Glen Ellyn Police Department	X
20.	Hanover Park Police Department	
21.	Hinsdale Police Department	X
22.	Itasca Police Department	X
23.	Lisle Police Department	X
24.	Lombard Police Department	
25.	Naperville Police Department	
26.	Oak Brook Police Department	X
27.	Oakbrook Terrace Police Department	
28.	Roselle Police Department	X
29.	Villa Park Police Department	X
30.	Warrenville Police Department	
31.	Wayne Police Department	
32.	West Chicago Police Department	
33.	Western Springs Police Department	X
34.	Westmont Police Department	X
35.	Wheaton Police Department	
36.	Willowbrook Police Department	X
37.	Winfield Police Department	X
38.	Wood Dale Police Department	
39.	Woodridge Police Department	
40.	Illinois State Police	

XIII. EFFECTIVE DATE:

This agreement shall become effective when subscribed by two (2) or more participating units of government. This agreement shall be in full force and effective upon its passage and approval in accordance with law.

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Chairman Timothy P. Hayden  
Addison Police Department

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Director Jose Y. Chairez  
DuPage MEG

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Chief Robert Schaller  
Willowbrook Police Department

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Date

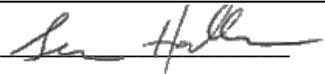
## VILLAGE OF WILLOWBROOK

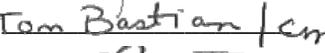
### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE WAIVING COMPETITIVE BIDDING,  
APPROVING AND AUTHORIZING THE PURCHASE OF TWO  
(2) FORD EXPLORERS, WITH TRADE-IN(S)

**AGENDA NO. 5.g.****AGENDA DATE:** 7/25/2022

**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator SIGNATURE: 

**LEGAL REVIEW:** Tom Bastian, Village Attorney SIGNATURE: 

**RECOMMENDED BY:** Brian Pabst, Village Administrator SIGNATURE: 

#### **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The Village Administrator's Office and the Police Department are requesting to purchase a new Ford Explorer for each department for administrative use. Previously the Building Official and former Village Administrator received vehicles (Ford F150 and Ford Explorer) as part of their employment agreements. Staff is recommending the purchase of two vehicles from Willowbrook Ford after a review of surrounding dealerships. Typically, staff prefers to procure vehicles from the state bid, Suburban Purchasing Coop or Sourcewell. Unfortunately, due to inventory shortages that are related to supply chain issues, the administrative vehicles available are either not available or not appropriate for Willowbrook.

Below is a comparison of similar vehicles and prices:

Group	Vehicle	Cost
Suburban Purchasing Coop (DMMC)	Chevy Electric Bolt Hatchback	\$28,875
Sourcewell	No Administrative Vehicles	N/A
Willowbrook Ford	Ford Explorer	\$48,013*
Jack Phelan Chrysler Dodge Jeep	No available Durangos	N/A
Zeigler Chrysler Dodge Jeep Ram	Dodge Durango	\$57,930
Hawk Chrysler Dodge Jeep Ram	Dodge Durango	\$50,400

*\*Staff expects the costs to be significantly lower based on three trade-in vehicles.*

Below are the final costs with the trade-in:

<b>Vehicle #1</b>		
Trade-In/Purchase	Vehicle	Cost
Purchase	2022 Ford Explorer	\$46,513
Trade-In	2016 Interceptor	-\$5,500
<b>FINAL PRICE</b>		<b>\$41,013</b>

<b>Vehicle #2</b>		
Trade-In/Purchase	Vehicle	Cost
Purchase	2022 Ford Explorer	\$47,983
Trade-In	2016 Interceptor	-\$6,000
Trade-In	2016 Interceptor	-\$6,000
<b>FINAL PRICE</b>		<b>\$34.483</b>

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

Village staff was able to obtain Government Pricing from Willowbrook Ford for two Ford Explorers.

**ACTION PROPOSED:** Pass the Ordinance.

**ORDINANCE NO. 22-O-\_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND  
AUTHORIZING THE PURCHASE OF TWO (2) FORD EXPLORERS, WITH TRADE-  
IN(S)**

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**WHEREAS**, the Village Police Department solicited a proposal from the WILLOWBROOK FORD for the purchase of two (2) FORD EXPLORERS motor vehicles at a cost of \$75,496 and

**WHEREAS**, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that competitive bidding be waived with respect to the purchase of TWO (2) FORD EXPLORER motor vehicles.

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

**SECTION 1:** The competitive bidding process for the purchase of TWO (2) FORD EXPLORER motor vehicles, be and is hereby waived.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 2:** The Village Administrator of the Village of Willowbrook be and is hereby authorized and directed, to execute, on behalf of the Village, a purchase order for FORD EXPLORER motor vehicles from WILLOWBROOK FORD at a total cost not to exceed \$75,496. A copy of said purchase order and accessory equipment list is attached hereto as Exhibit “A” and made a part hereof.

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

**Prepared for: Sean Halloran**

Village of Willowbrook

Prepared by: MARCUS WILLIAMS

07/20/2022



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2022 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 260 | Stock No: NT72855 | VIN: 1FMSK8DHXNGB72855 | Quote ID: 71920221

## Pricing Summary - Single Vehicle

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$40,320.00
Options	\$5,373.00
Colors	\$795.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
<b>Subtotal</b>	<b>\$47,983.00</b>
<i>Pre-Tax Adjustments</i>	
<b>Description</b>	<b>MSRP</b>
Government Pricing Rebate	-\$1,500.00
<b>Subtotal</b>	<b>\$46,483.00</b>
<i>Post-Tax Adjustments</i>	
<b>Description</b>	<b>MSRP</b>
2016 Interceptor vin#72735	-\$6,000.00
2016 Interceptor vin#72737	-\$6,000.00
<b>Subtotal</b>	<b>\$34,483.00</b>
<b>Total</b>	<b>\$34,483.00</b>

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Sean Halloran**

Village of Willowbrook

Prepared by: MARCUS WILLIAMS

07/20/2022



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2022 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 225 | Stock No: NT04268 | VIN: 1FMSK8DH0NGA04268 | Quote ID: 7192022

## Pricing Summary - Single Vehicle

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$37,745.00
Options	\$8,478.00
Colors	\$495.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,295.00
<b>Subtotal</b>	<b>\$48,013.00</b>
<i>Pre-Tax Adjustments</i>	
<b>Description</b>	<b>MSRP</b>
Government Pricing Rebate	-\$1,500.00
<b>Subtotal</b>	<b>\$46,513.00</b>
<i>Post-Tax Adjustments</i>	
<b>Description</b>	<b>MSRP</b>
2014 Ford Explorer XLT vin# 26002	-\$5,500.00
<b>Subtotal</b>	<b>\$41,013.00</b>
<b>Total</b>	<b>\$41,013.00</b>

Customer Signature

Acceptance Date

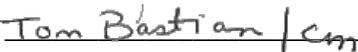
Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE</b> A RESOLUTION APPROVING THE PURCHASE OF FURNITURE FOR THE WILLOWBROOK VILLAGE HALL	<b>AGENDA NO.</b> 5.h.  <b>AGENDA DATE:</b> 7/25/2022
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**STAFF REVIEW:** Andrew Passero, Public Works Foreman SIGNATURE: 

**LEGAL REVIEW:** Tom Bastian, Village Attorney SIGNATURE: 

**RECOMMENDED BY:** Brian Pabst, Village Administrator SIGNATURE: 

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

Village staff is seeking approval to purchase office furniture, storage and a workstation for the police department and Village Hall. The police department needs an additional detective workstation, investigation office storage cabinets, lobby display storage and lateral file cabinets for the Chief’s office.

The Village Hall needs two additional conference tables. Rieke Office Interiors has been the furniture supplier since the renovations took place at the Village Hall. Rieke has provided three separate proposals for the two buildings with a total cost not to exceed \$28,550. This cost does include the installation of the furniture.

**STAFF RECOMMENDATION**  
 Staff recommends purchasing the furniture from Rieke Office Interiors.

**ACTION PROPOSED:**  
 Adopt the resolution

**RESOLUTION NO. 22-R-\_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE OF FURNITURE FOR THE  
WILLOWBROOK VILLAGE HALL**

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**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the certain proposal for the purchase of furniture, at a cost not to exceed \$28,550, is hereby approved. A copy of said proposal and description of said furniture is attached hereto as Exhibit “A”, and made a part hereof.

**BE IT FURTHER RESOLVED** that the Village Administrator is directed to execute said proposal on behalf of the Village of Willowbrook.

This resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

**QUOTATION**

**RIEKE OFFICE INTERIORS**

2000 FOX LANE · ELGIN, IL · 60123  
847.622.9711 · WWW.RIEKE.COM

**TO:**

WILLOWBROOK POLICE DEPARTMENT  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527  
(630)325-2808

**SHIP TO:**

WILLOWBROOK POLICE DEPARTMENT  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527  
(630)325-2808

ATTN:

ATTN:

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0066529	12/13/2021	WIL017	LB1			OUR DOCK	
Item	Quantity	UM	Part	Description	Price \$	Extension \$	
001	1.00	BX	MCUSTOM	LOBBY DISPLAY STORAGE	12,010.00	12,010.00	
002	5.00	BX	MCABINERY	INVESTIGATOR STORAGE	985.00	4,925.00	
003	1.00	EA	MWORKSTATION	DETECTIVE STATION	1,505.00	1,505.00	
004	1.00	EA	OUTSIDE INSTALLATION	OUTSIDE INSTALLATION UNION INSTALLATION DURING NORMAL BUSINESS HOURS MONDAY - FRIDAY 7:00AM - 4:00PM WITH USE OF ELEVATOR, DOCK AND ELECTRICITY DOES NOT INCLUDE CHARGE FOR DUMPSTER, IF ONE IS REQUIRED	1,985.00	1,985.00	
<b>Total for Quote \$</b>							<b>20,425.00</b>

ROI MAKES EVERY EFFORT TO MAINTAIN CORRECT PRICING. HOWEVER, DUE TO THE EVER-CHANGING TARIFFS, PRICING ON NEW PRODUCT MAY CHANGE BETWEEN THE INITIAL QUOTE AND ORDER PLACEMENT.

LEASING OPTIONS AVAILABLE, ASK FOR ACCOUNT REP FOR MORE INFORMATION



RIEKE OFFICE INTERIORS

### Terms & Conditions Agreement

COMPANY: WILLOWBROOK POLICE DEPARTMENT

QUOTE: 66529

DATE: 7/19/2022

TOTAL AMOUNT OF QUOTE: \$20,425.00

The following conditions must be satisfied prior to order processing or scheduling the project installation:

- **A 50% down payment is required at the time of signing.**  
**NOTE: ALL ORDERS UNDER \$5,000.00 MUST BE PAID IN FULL PRIOR TO ORDER PROCESSING.**
- The official installation date cannot be confirmed until all project revisions are finalized and signed off on.
- Signed/Dated **Quote** and **Terms & Conditions** documents.
- Any approved custom drawings **including signatures on each page.**
- Final color and finish selections.
- Final measurements are from drywall. The official installation date is established once final field measurements are completed. Installation is a **minimum 4 weeks** from date of final field measurement.
- Rieke Office Interiors is not responsible for irregularities, or abnormalities, in structural attributes that prevent symmetrical installation of our products. Changes, repairs or adjustments may result in new charges and are the sole responsibility of the client.

#### **FULL PAYMENT OF OUTSTANDING BALANCE DUE ON DAY OF DELIVERY**

- 30-day past due balances are subject to a 1.5% monthly finance charge.

Any items that require correction will be promptly addressed under the terms of:

#### **Rieke Office Interiors Product Warranty**

(All ROI-manufactured product installed by our installers carries a lifetime warranty, exclusive of normal wear and tear).

#### Further Terms and Conditions

1. **All scheduling changes must be made a minimum of 48 hours in advance of scheduled delivery time or additional delivery charges will apply.** An email reminder is sent approximately one week prior to the project installation appointment.
2. If, upon arrival to customer site, we cannot perform the installation due to site circumstances or the installation is delayed due to site circumstances, additional delivery and installation charges will apply.
3. All costs (labor & material) incurred due to cancellation of client order(s) are billable and solely the client's responsibility.
4. Unless otherwise stated, price is based on one (1) complete one-time installation -- phasing will involve additional charges.
5. Pricing is based on non-union installation performed during non-overtime hours (Monday-Friday 7:00 a.m.- 4:00 p.m.), with free use of lifts and elevators. **If an elevator is not available at the time of the scheduled installation, delivery may be postponed and additional delivery and installation charges WILL be charged to the client (see #2).**
6. **All custom-order product manufactured/purchased according to Client's project specifications is FINAL WHEN ORDERED and is NON-RETURNABLE. The Client will be charged in full for custom-order product even if an order is cancelled prior to installation.**
7. All electrical to be handled by a Certified Electrician. All electrical connections must be complete and work area free from any trade activity.
8. Unloading and installation areas must be clean and clear.
9. All work requested of ROI installers (other than stated in client quote) will be quoted and charged separately.
10. A *Certificate of Insurance is available upon request* for coverage of product delivery and installation. When riders or additional coverages are required, all charges are a client responsibility.
11. All permits required are a client responsibility.
12. For any back-ordered items, client may withhold final payment pertaining only to those specific items until such items are delivered.
13. A Sale changed to a Lease after the order is placed will result in a \$100.00 processing fee.

\*Photo Release

I hereby irrevocably authorize Rieke Office Interiors to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use all images of purchased office furnishings, logos, and design components, in any manner, form, or format, whatsoever now or hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of Rieke Office Interior products and services, without further consent from or payment to me.

Accepted by Client: **X** \_\_\_\_\_ Date: \_\_\_\_\_  
*(Authorized Company representative)*

Please Print Name: \_\_\_\_\_

This signed "Terms & Conditions" indicates acceptance of the above-referenced quote and **ALL** terms & conditions as written.

RIEKE OFFICE INTERIORS IS A GREEN COMPANY



ALL INVOICES AND DOCUMENTS CAN BE SUPPLIED VIA EMAIL

# WILLOWBROOK PD

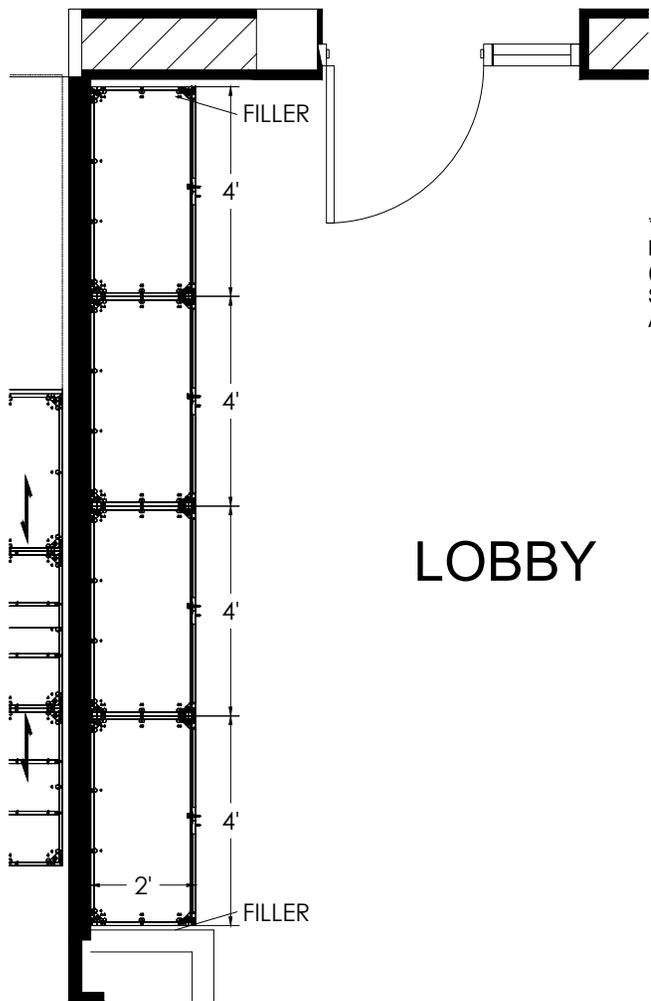
## OVERALL PLAN VIEW



# WILLOWBROOK PD

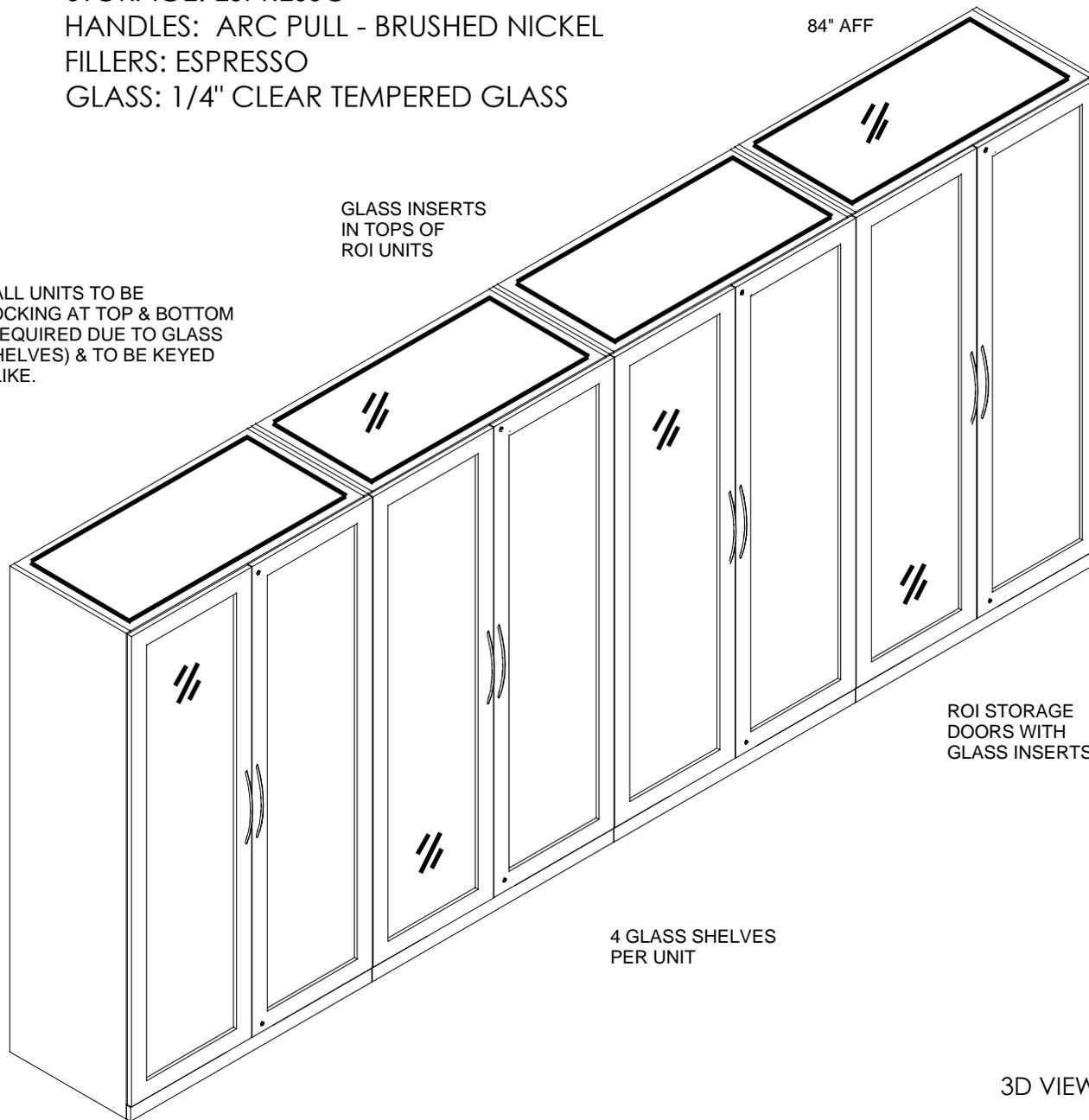
## LOBBY DISPLAY

\* CATAPULT SERIES \*  
STORAGE: ESPRESSO  
HANDLES: ARC PULL - BRUSHED NICKEL  
FILLERS: ESPRESSO  
GLASS: 1/4" CLEAR TEMPERED GLASS



LOBBY

\* ALL UNITS TO BE  
LOCKING AT TOP & BOTTOM  
(REQUIRED DUE TO GLASS  
SHELVES) & TO BE KEYPED  
ALIKE.



84" AFF

GLASS INSERTS  
IN TOPS OF  
ROI UNITS

ROI STORAGE  
DOORS WITH  
GLASS INSERTS

4 GLASS SHELVES  
PER UNIT

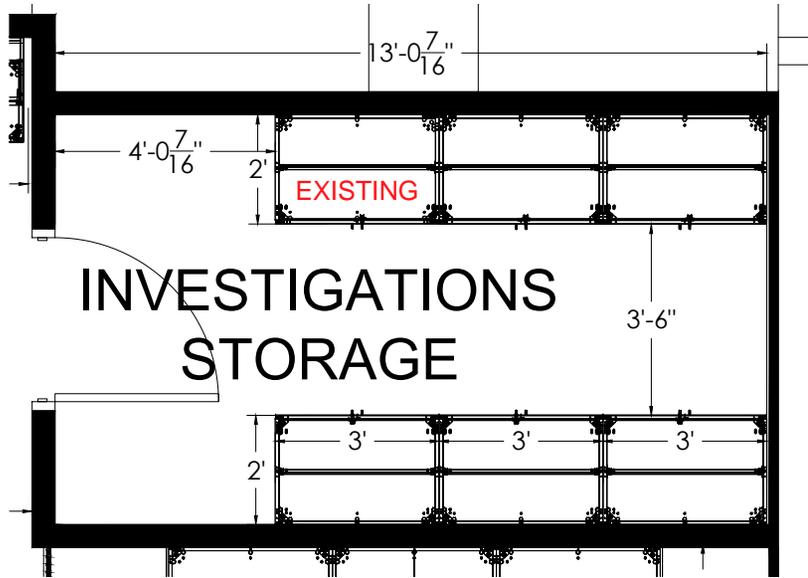
3D VIEW

CLIENT SIGNATURE:

X \_\_\_\_\_

# WILLOWBROOK PD

## INVESTIGATORS STORAGE

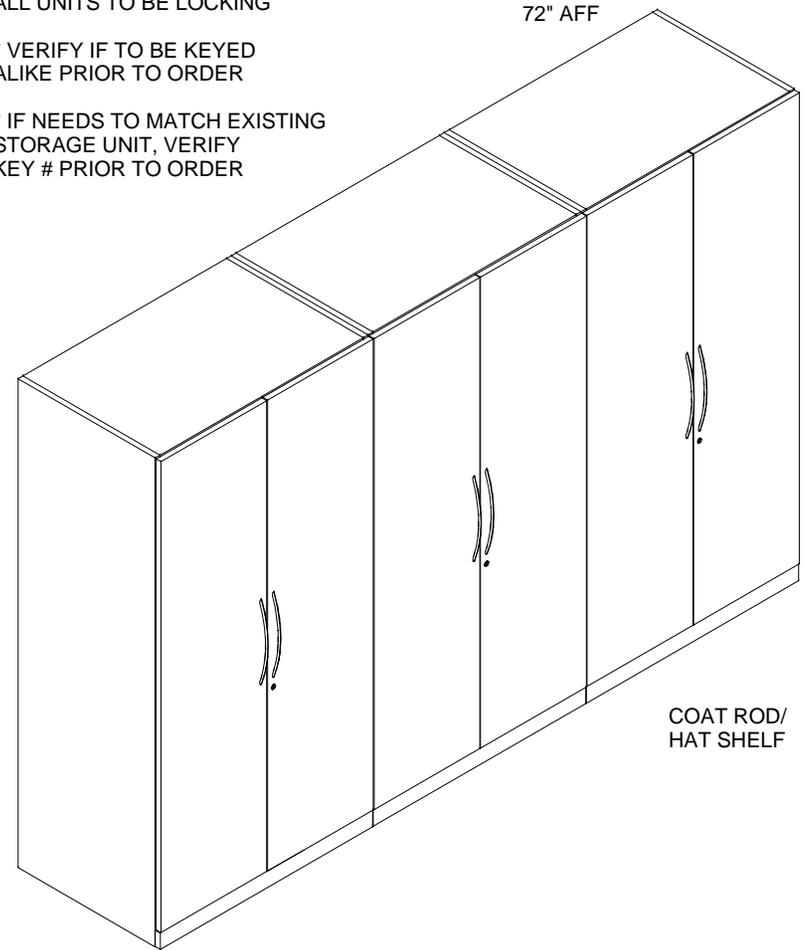


PLAN VIEW

QTY: 5 NEW UNITS  
ALL UNITS TO BE LOCKING

\* VERIFY IF TO BE KEYED  
ALIKE PRIOR TO ORDER

\* IF NEEDS TO MATCH EXISTING  
STORAGE UNIT, VERIFY  
KEY # PRIOR TO ORDER



COAT ROD/  
HAT SHELF

3D VIEW

\* CATAPULT SERIES \*

STORAGE: ESPRESSO

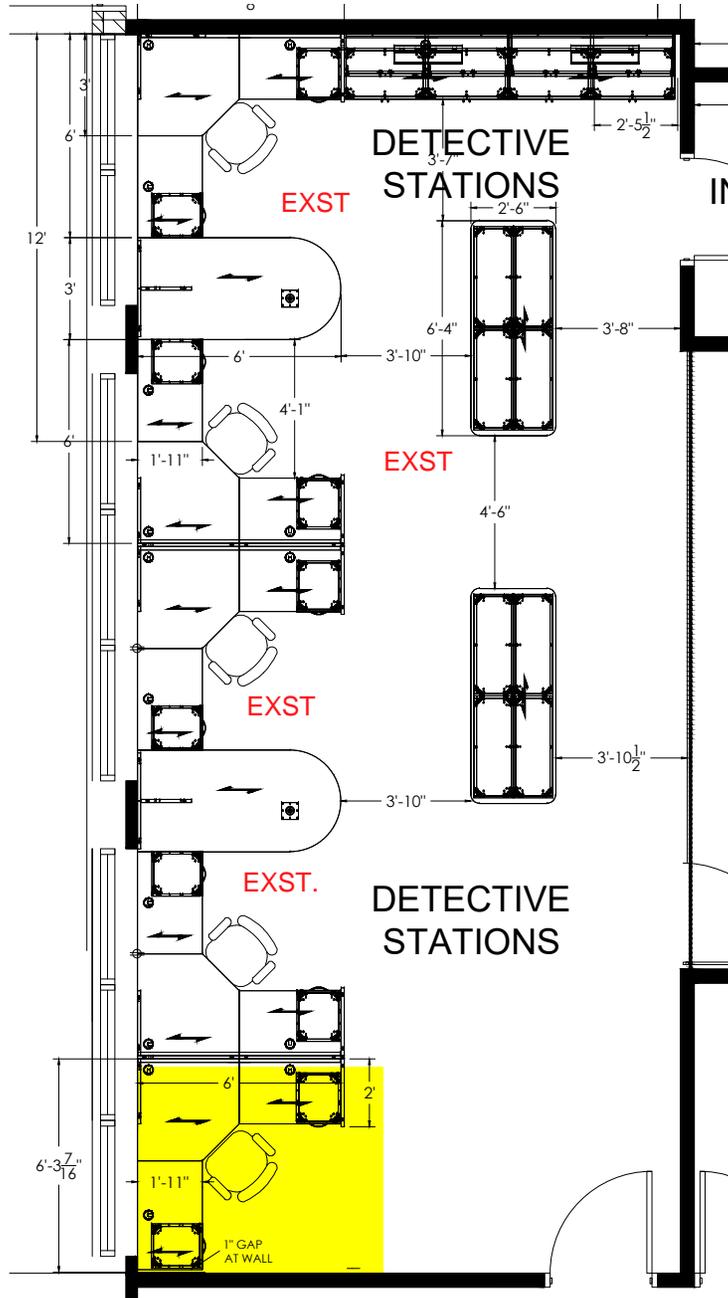
HANDLES: ARC PULL - BRUSHED NICKEL

CLIENT SIGNATURE:

X \_\_\_\_\_

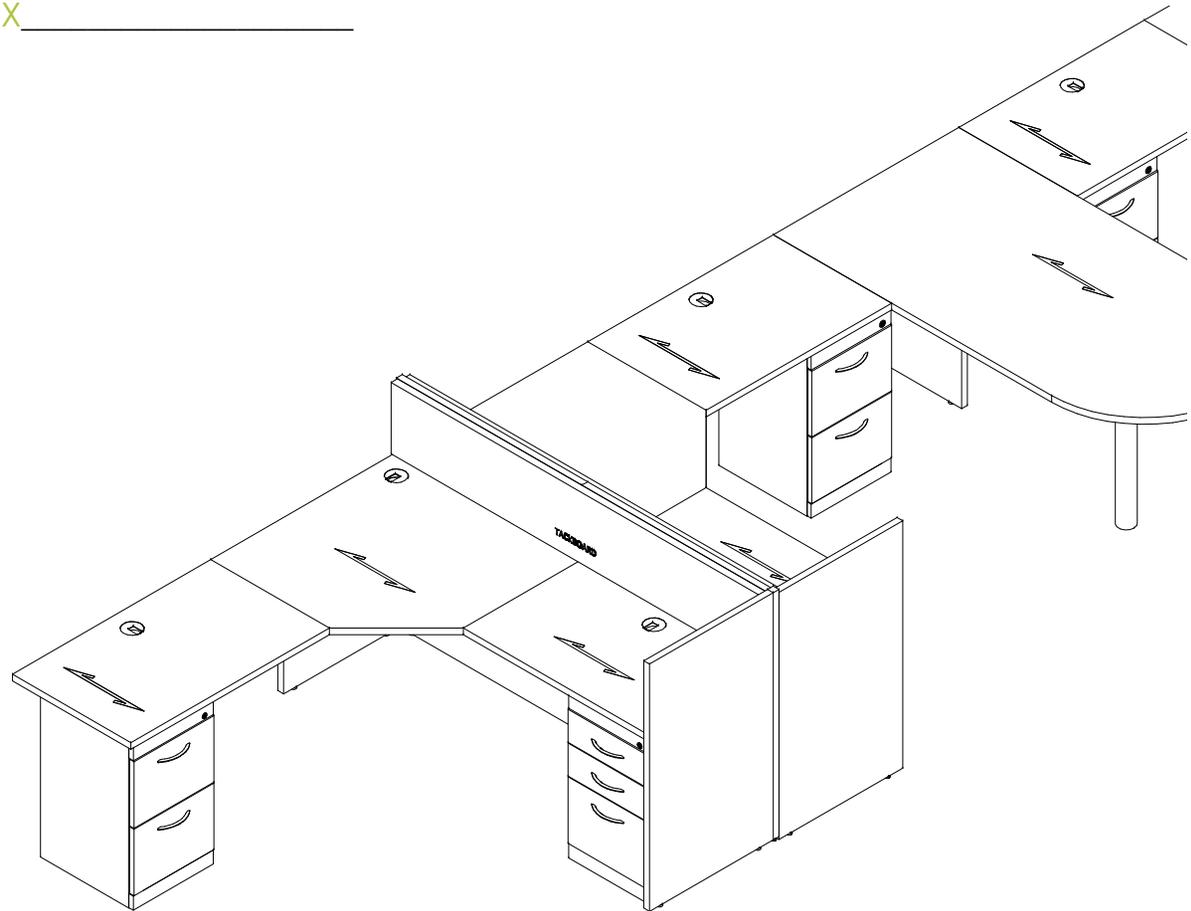
# WILLOWBROOK PD

## DETECTIVE STATIONS



- \* CATAPULT SERIES \*
- SURFACES: STROMBOLI
- EDGE: VINYL EDGE TO MATCH
- STORAGE: ESPRESSO
- HANDLES: ARC PULL - BRUSHED NICKEL
- PANELS 42" HIGH: ESPRESSO
- SUPPORTS: ESPRESSO
- TACKBOARD 71.5" WIDE X 12" HIGH: MARATHON OATS

CLIENT SIGNATURE:  
X \_\_\_\_\_



3D VIEW



**RIEKE OFFICE INTERIORS**

2000 FOX LANE · ELGIN, IL · 60123  
847.622.9711 WWW.RIEKE.COM

# QUOTATION

**TO:**

VILLAGE OF WILLOWBROOK  
835 MIDWAY DR.  
WILLOWBROOK, IL 60527  
(630)323-8215 Fax: (630)323-0787

ATTN: TIM HALIK

**SHIP TO:**

VILLAGE OF WILLOWBROOK  
835 MIDWAY DR.  
WILLOWBROOK, IL 60527  
(630)323-8215 Fax: (630)323-0787

ATTN: TIM HALIK

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0067638	7/18/2022	VIL051	LB1			OUR DOCK	

Item	Quantity	UM	Part	Description	Price \$	Extension \$
001	1.00	EA	MTABLE	CONFERENCE TABLE 96"X48"	1,930.00	1,930.00
002	1.00	EA	MTABLE	ROUND CONFERENCE 36"D	380.00	380.00
003	1.00	EA	OUTSIDE INSTALLATION	OUTSIDE INSTALLATION UNION INSTALLATION DURING NORMAL BUSINESS HOURS MONDAY - FRIDAY 7:00AM - 4:00PM WITH USE OF ELEVATOR, DOCK AND ELECTRICITY DOES NOT INCLUDE CHARGE FOR DUMPSTER, IF ONE IS REQUIRED	485.00	485.00
<b>Total for Quote \$</b>						<b>2,795.00</b>

ROI MAKES EVERY EFFORT TO MAINTAIN CORRECT PRICING. HOWEVER, DUE TO THE EVER-CHANGING TARIFFS, PRICING ON NEW PRODUCT MAY CHANGE BETWEEN THE INITIAL QUOTE AND ORDER PLACEMENT.

LEASING OPTIONS AVAILABLE, ASK FOR ACCOUNT REP FOR MORE INFORMATION



RIEKE OFFICE INTERIORS

### Terms & Conditions Agreement

COMPANY: VILLAGE OF WILLOWBROOK

QUOTE: 67638

DATE: 7/19/2022

TOTAL AMOUNT OF QUOTE: \$2,795.00

The following conditions must be satisfied prior to order processing or scheduling the project installation:

- A 50% down payment is required at the time of signing.  
**NOTE: ALL ORDERS UNDER \$5,000.00 MUST BE PAID IN FULL PRIOR TO ORDER PROCESSING.**
- The official installation date cannot be confirmed until all project revisions are finalized and signed off on.
- Signed/Dated **Quote** and **Terms & Conditions** documents.
- Any approved custom drawings **including signatures on each page.**
- Final color and finish selections.
- Final measurements are from drywall. The official installation date is established once final field measurements are completed. Installation is a **minimum 4 weeks** from date of final field measurement.
- Rieke Office Interiors is not responsible for irregularities, or abnormalities, in structural attributes that prevent symmetrical installation of our products. Changes, repairs or adjustments may result in new charges and are the sole responsibility of the client.

#### FULL PAYMENT OF OUTSTANDING BALANCE DUE ON DAY OF PROJECT INSTALLATION.

Payment arrangements to be made with your Account Manager, or ROI Accounts Receivable, in advance of installation completion.

\*30 day past due balances are subject to a 1.5% monthly finance charge.

Any items that require correction will be promptly addressed under the terms of:

#### Rieke Office Interiors Product Warranty

(All ROI-manufactured product installed by our installers carries a lifetime warranty, exclusive of normal wear and tear).

#### Further Terms and Conditions

1. All client changes to agreed delivery and installation dates which occur 48 hours after the project appointment confirmation will result in **extra** delivery & installation charges. **Final payment remains due on the original project installation date.**
2. **All scheduling changes must be made a minimum of 48 hours in advance of scheduled delivery time.** An email reminder is sent approximately one week prior to the project installation appointment. **If client is not READY (for any reason), product delivery and installation charges will be substantially increased to reimburse all ROI labor and delivery costs incurred.**
3. All costs (labor & material) incurred due to cancellation of client order(s) are billable and solely the client's responsibility.
4. Unless otherwise stated, price is based on (1) one complete one-time installation -- phasing will involve additional charges.
5. Pricing is based on non-union installation performed during non-overtime hours (Monday-Friday 7:00 a.m.- 4:00 p.m.), with free use of lifts and elevators. **If an elevator is not available at the time of the scheduled installation, delivery may be postponed and additional delivery and installation charges WILL be charged to the client (see #1).**
6. All custom-order product manufactured/purchased according to client's project specifications is NON-RETURNABLE.
7. All electrical to be handled by a Certified Electrician. All connections must be complete and work area free from any trade activity.
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10. A *Certificate of Insurance is available upon request* for coverage of product delivery and installation. When riders or additional coverages are required, all charges are a client responsibility.
11. All permits required are a client responsibility.
12. A Sale changed to a Lease **after** the order is placed will result in a \$100.00 processing fee.

\*Photo Release

I hereby irrevocably authorize Rieke Office Interiors to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use all images of purchased office furnishings, logos, and design components, in any manner, form, or format, whatsoever now or hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of Rieke Office Interior products and services, without further consent from or payment to me.

APPROVE: \_\_\_\_\_ DISAPPROVE: \_\_\_\_\_

Accepted by Client: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature indicates you are an authorized Company representative)*

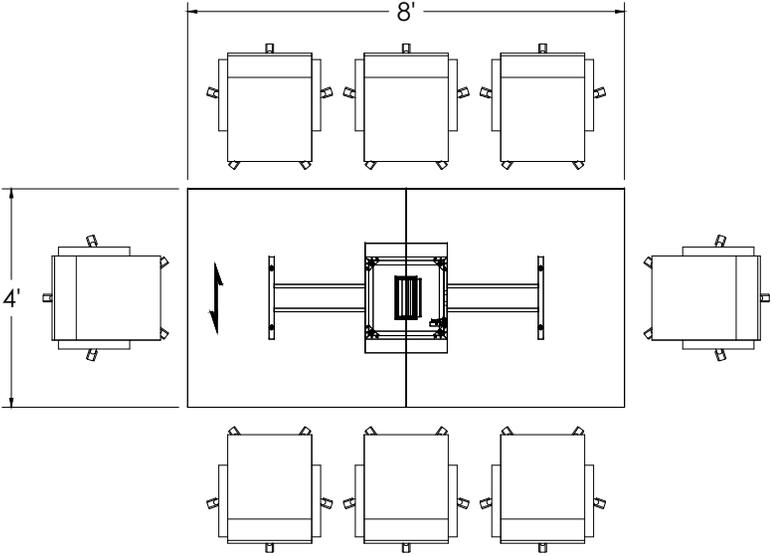
Please Print Name: \_\_\_\_\_

This signed "Terms & Conditions" indicates acceptance of the above-referenced quote and ALL terms & conditions as written.



# VILLAGE OF WILLOWBROOK

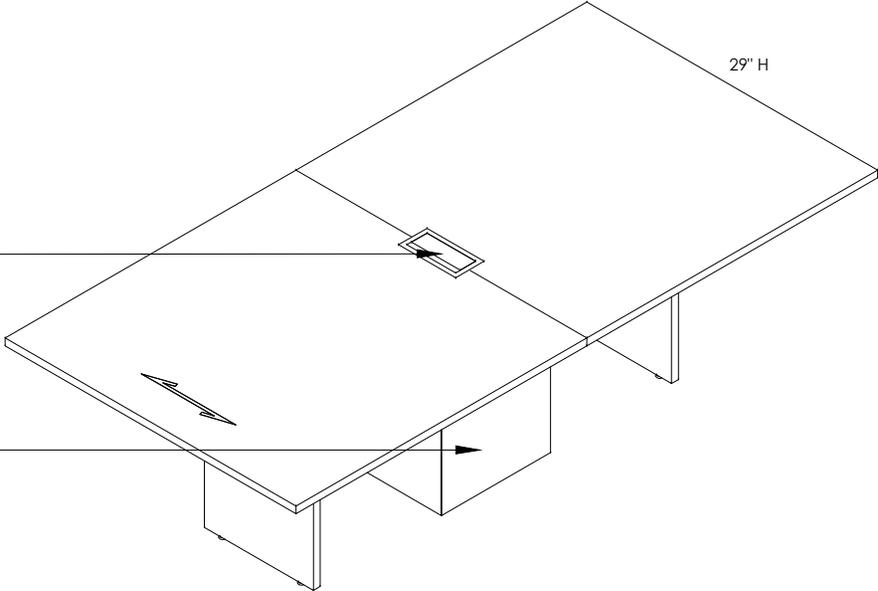
## CONFERENCE TABLE



PLAN VIEW

COMPLETE POWER/DATA CHECKLIST

ELECTRICAL ACCESS DOOR AT BASE



29" H

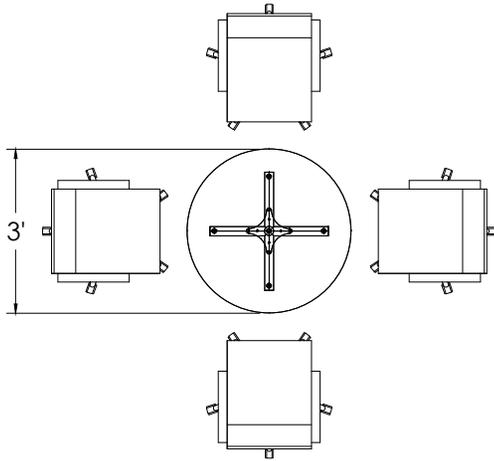
\* CATAPULT SERIES \*  
SURFACES: ESPRESSO  
EDGE DETAIL: VINYL EDGE TO MATCH  
BASE: ESPRESSO  
CLIENT SIGNATURE:

X \_\_\_\_\_

3D VIEW  
(CHAIRS NOT INCLUDED)

# VILLAGE OF WILLOWBROOK

## CONFERENCE TABLE



PLAN VIEW



3D VIEW  
(CHAIRS NOT INCLUDED)

\* CATAPULT SERIES \*

SURFACES: ESPRESSO

EDGE DETAIL: VINYL EDGE TO MATCH

X-BASE: SILVER

CLIENT SIGNATURE:

X \_\_\_\_\_

# ROI

RIEKE OFFICE INTERIORS

## ROI Power & Data Checklist

**GIVE TO I.T.**



Power   
Qty. \_\_\_\_\_



Single USB   
Dual USB



USB – Type C   
Qty. \_\_\_\_\_



USB – Type A+C   
Qty. \_\_\_\_\_



HDMI   
Qty. \_\_\_\_\_



VGA   
Qty. \_\_\_\_\_



RJ11- Phone   
CAT5 – Data   
CAT5e - Data   
CAT6 – Data   
Qty. \_\_\_\_\_

ROOM \_\_\_\_\_  
FINISH \_\_\_\_\_

Cord Length  
72" or 120" (Circle One)  
108" (Chicago Code)  
Custom Lengths upon request

**QUOTATION**

**RIEKE OFFICE INTERIORS**

2000 FOX LANE · ELGIN, IL · 60123  
847.622.9711 · WWW.RIEKE.COM

**TO:**

WILLOWBROOK POLICE DEPARTMENT  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527  
(630)325-2808

**SHIP TO:**

WILLOWBROOK POLICE DEPARTMENT  
7760 QUINCY ST.  
WILLOWBROOK, IL 60527  
(630)325-2808

ATTN: CHIEF MARK SHELTON

ATTN:

Quote No.	Date	Cust No	S/M	Your Referenced Inquiry	Delivery Promise	F.O.B.	Expiration
0067639	7/18/2022	WIL017	LB1			OUR DOCK	

Item	Quantity	UM	Part	Description	Price \$	Extension \$
001	6.00	EA	MSTORAGE	LATERAL FILES	740.00	4,440.00
002	1.00	EA	OUTSIDE INSTALLATION	OUTSIDE INSTALLATION UNION INSTALLATION DURING NORMAL BUSINESS HOURS MONDAY - FRIDAY 7:00AM - 4:00PM WITH USE OF ELEVATOR, DOCK AND ELECTRICITY DOES NOT INCLUDE CHARGE FOR DUMPSTER, IF ONE IS REQUIRED	890.00	890.00
<b>Total for Quote \$</b>						<b>5,330.00</b>

ROI MAKES EVERY EFFORT TO MAINTAIN CORRECT PRICING. HOWEVER, DUE TO THE EVER-CHANGING TARIFFS, PRICING ON NEW PRODUCT MAY CHANGE BETWEEN THE INITIAL QUOTE AND ORDER PLACEMENT.

LEASING OPTIONS AVAILABLE, ASK FOR ACCOUNT REP FOR MORE INFORMATION



RIEKE OFFICE INTERIORS

### Terms & Conditions Agreement

COMPANY: WILLOWBROOK POLICE DEPARTMENT

QUOTE: 67639

DATE: 7/19/2022

TOTAL AMOUNT OF QUOTE: \$5,330.00

The following conditions must be satisfied prior to order processing or scheduling the project installation:

- **A 50% down payment is required at the time of signing.**  
**NOTE: ALL ORDERS UNDER \$5,000.00 MUST BE PAID IN FULL PRIOR TO ORDER PROCESSING.**
- The official installation date cannot be confirmed until all project revisions are finalized and signed off on.
- Signed/Dated **Quote** and **Terms & Conditions** documents.
- Any approved custom drawings **including signatures on each page.**
- Final color and finish selections.
- Final measurements are from drywall. The official installation date is established once final field measurements are completed. Installation is a **minimum 4 weeks** from date of final field measurement.
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Payment arrangements to be made with your Account Manager, or ROI Accounts Receivable, in advance of installation completion.

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11. All permits required are a client responsibility.
12. A Sale changed to a Lease **after** the order is placed will result in a \$100.00 processing fee.

\*Photo Release

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APPROVE: \_\_\_\_\_ DISAPPROVE: \_\_\_\_\_

Accepted by Client: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Signature indicates you are an authorized Company representative)*

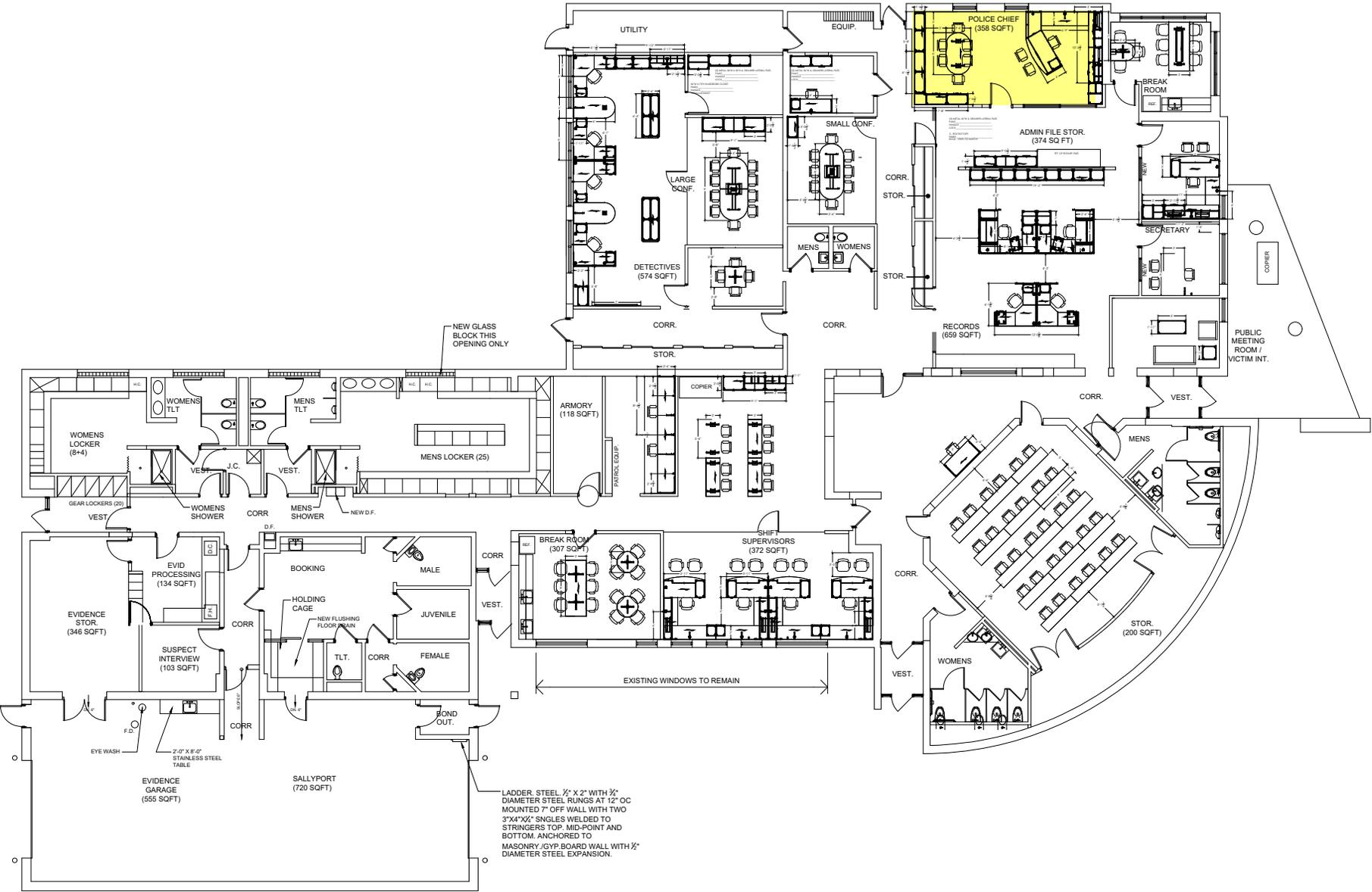
Please Print Name: \_\_\_\_\_

This signed "Terms & Conditions" indicates acceptance of the above-referenced quote and ALL terms & conditions as written.



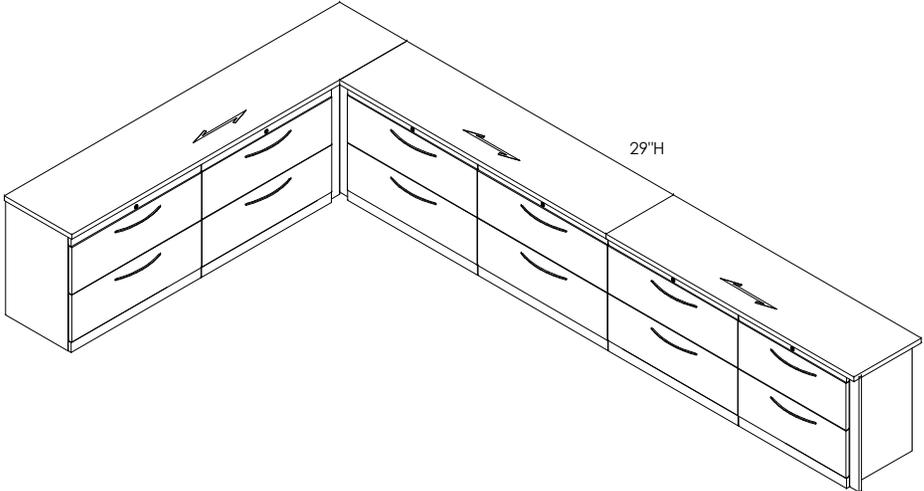
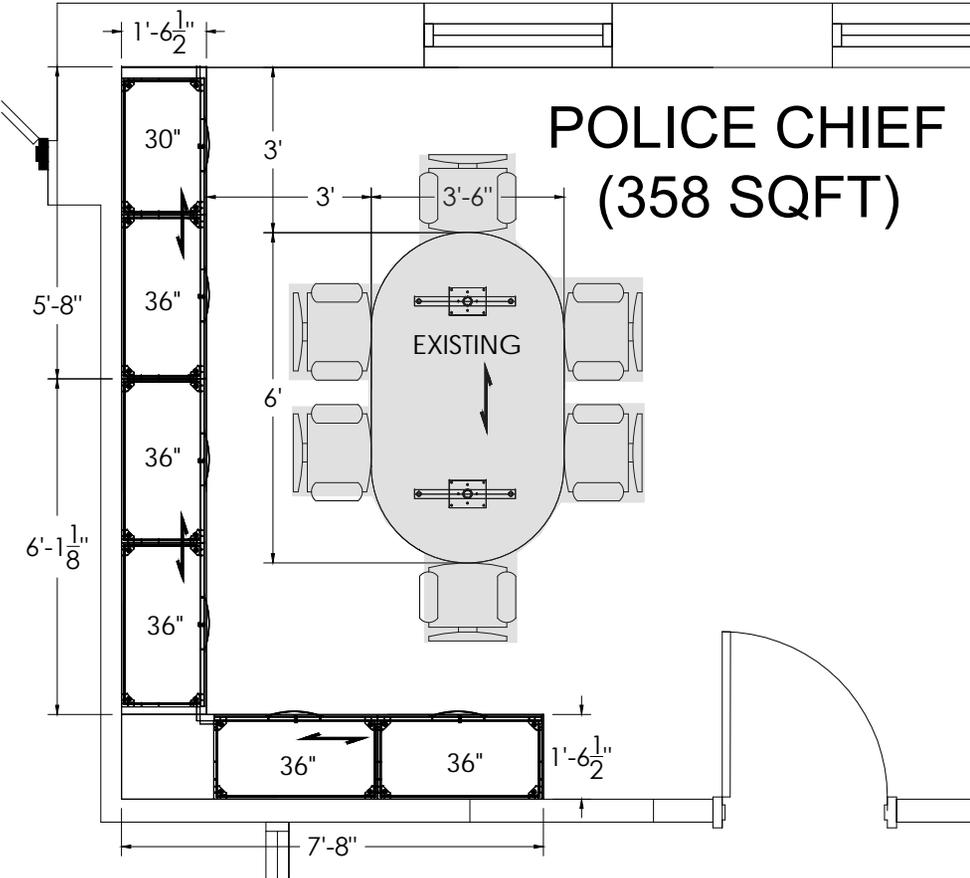
# WILLOWBROOK POLICE DEPARTMENT

## OVERALL PLAN VIEW



# WILLOWBROOK POLICE DEPARTMENT

## CHIEF'S OFFICE - ADD ON LATERALS



\* CATAPULT SERIES \*  
 SURFACES: STROMBOLI  
 EDGE DETAIL: VINYL EDGE TO MATCH  
 STORAGE: ESPRESSO  
 HANDLES: ARC - BRUSHED  
 CLIENT SIGNATURE:

X \_\_\_\_\_

## VILLAGE OF WILLOWBROOK

### BOARD MEETING

#### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOWBROOK AND COMMONWEALTH EDISON

**AGENDA NO. 5.i.****AGENDA DATE:** 07/25/22**STAFF REVIEW:** Michael Durkin, Village AttorneySIGNATURE: Michael Durkin / jw**LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: Tom Bastian / cm**RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: B. Pabst**REVIEWED & APPROVED BY PSC:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The Village engaged the services of outside legal counsel, Cozen & O'Connor of Washington D.C., to perform an audit of Commonwealth Edison's ("ComEd") rebate of taxes owed to several municipalities, including the Village, and to represent the Village's claims with regards to the 2007 and 2013 Notices of Tax Liability (NOTLs). The Village has been engaged in litigation with ComEd regarding the 2007 and 2013 NOTLs. After conducting the audit and on-going negotiations between counsel for the parties, ComEd proposed a settlement of both the 2007 and 2013 NOTLs for the total sum of Eight Thousand Four Hundred Seventy-Three and 00/100ths Dollars (\$8,473.00).

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

Legal counsel believes this is a fair resolution of the audit and recommends that the Village accept the settlement. It is now in the best interest of the Village to accept the proposed settlement, upon the negotiation and execution of a settlement agreement acceptable to both parties. Staff recommends accepting the settlement.

**ACTION PROPOSED:**

Adopt the Resolution approving and authorizing the settlement.

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK  
APPROVING AND AUTHORIZING THE EXECUTION OF A  
SETTLEMENT AGREEMENT BY AND BETWEEN THE  
VILLAGE OF WILLOWBROOK AND COMMONWEALTH EDISON**

---

**WHEREAS**, the Village of Willowbrook (“Village”) has been engaged in litigation with Commonwealth Edison (“ComEd”) regarding 2007 and 2013 Notices of Tax Liability (NOTLs); and

**WHEREAS**, ComEd has proposed a settlement of both the 2007 and 2013 NOTLs for the total sum of Eight Thousand Four Hundred Seventy-Three and 00/100ths Dollars (\$8,473.00); and

**WHEREAS**, the Village has determined that it is in the best interest of the Village to accept the proposed settlement, conditioned upon the negotiation and execution of a settlement agreement acceptable to both parties.

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

**SECTION 1.** The corporate authorities of the Village hereby approve and authorize settlement of the 2007 and 2013, Notices of Tax Liability, and the pending litigation in the total sum of Eight Thousand Four Hundred Seventy-Three and 00/100ths Dollars (\$8,473.00), subject to negotiation and execution of a settlement agreement acceptable to both parties.

**SECTION 2.** The Village Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized to attest, on behalf of the Village of Willowbrook, any and all settlement agreements and/or documents.

**SECTION 3.** This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

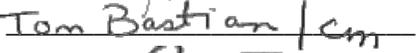
\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK  
DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR  
TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE  
VILLAGE OF WILLOWBROOK

**AGENDA NO. 5.j.****AGENDA DATE:** 07/25/22**STAFF REVIEW:** Alex Arteaga, Asst. to the Village AdministratorSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Brian Pabst, Village AdministratorSIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

As new equipment is purchased and existing municipal equipment is replaced, the Village of Willowbrook deems items worthy of inclusion on a surplus ordinance as needed.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

Staff has several Village owned items (laptops, radios, radar guns, radars, monitors, DVD players, vehicles, etc.) deemed surplus ready for disposal.

Brand and Model (If available)	Item Type	Serial # or VIN
HP	Laptop	X16-96072
HP	Printer	MY643420PT
Belkin Omni View SE	Switch	3994814625
Sony	DVD Player	7091247
Talon II	Radar	TA02920
Kenwood	Radio	70400122
Kenwood	Radio	70400193
Kenwood	Radio	70400121
Motorola HT1250	Radio	749TEG2133
Motorola HT1250	Radio	749TAG8005
Motorola HT100	Radio	402T2N23442
Motorola P200	Radio	792T2S9574
HP 3125	Laptop	SCD32002Y
HP 355 G2	Laptop	5CG4321ZN5
Windows Surface	Laptop	66233144953
Lenovo 3000	Laptop	L3-GN763
Dell Inspiron 200	Laptop	J7301A03

HP 250 G4	Laptop	CND6033H8F
Lenovo E520	Laptop	R9-KLZD2
Panasonic CF31	Laptop	5JK5A47787
Panasonic CF31	Laptop	5LK5A53652
Panasonic CF31	Laptop	5JK5A47680
Panasonic CF31	Laptop	5KK5A49448
Panasonic CF31	Laptop	5KK5A49479
Dell	Monitor	07060L1601681
Dell	Monitor	070723B010013436
Dell	Monitor	07070L0800151
Dell	Monitor	CN-0HX1KW-74261-419-16FU
HP	Monitor	CNC6020FZ6
HP	Printer	CC469A
Brother	Printer	U62709L3N701237
Visio	TV	LTLP1AAL2200907
Brand Unknown	DVD Recorder	FDRAMUMP
Motorola CDM1550	Radio	LS1205110081
Motorola CM300	Radio	206080036
Motorola Radius	Radio	778TTC1380
Falcon HR	Radar Gun	FH01877
Falcon HR	Radar Gun	FH01879
Decator Genesis	Radar	GK06147
Decator Genesis	Radar	G-4609
Talon II	Radar Gun	TA02919
Genesis II	Radar	G2S-15412
Genesis II	Radar	G2SK07478
Motorola XTS 1500	Radio	687THG4271
Motorola XTS 1500	Radio	687THG4278
Motorola XTS 1500	Radio	687THG4305
Motorola XTS 1500	Radio	687TGU3815
Motorola XTS 1500	Radio	687TGU3820
Motorola XTS 1500	Radio	687THG4274
Motorola XTS 1500	Radio	687THG4282
Motorola XTS 1500	Radio	687TGU3816
Motorola XTS 1500	Radio	687TGU3814
Motorola XTS 1500	Radio	687TGU3817
Motorola XTS 1500	Radio	687TGU3823
Motorola XTS 1500	Radio	687THA8026
Kenwood TK-390	Radio	70400191
Kenwood TK-390	Radio	70400200
Kenwood TK-390	Radio	70400197
Kenwood TK-390	Radio	70400194
Kenwood TK-390	Radio	70400192
Kenwood TK-390	Radio	70400195
Kenwood TK-390	Radio	70400196

Kenwood TK-390	Radio	70400198
Kenwood TK-390	Radio	70400199
Konica Minolta Model C552DS	Printer	A1DN011003080
Konica Minolta Model C652DS	Printer	A1DM011001132
Ford Explorer - Patrol (OLD #58)	Police Vehicle (2016 make)	1FM5K8ATXGGC72737
Ford Explorer - Patrol (OLD #57)	Police Vehicle (2016 make)	1FM5K8AT6GGC72735
Ford Explorer - Deputy Chief (#50)	Police Vehicle (2014 make)	1FM5K8D82EGC26002

Staff recommends the Mayor and Board of Trustees pass the ordinance authorizing the sale of the items listed above.

**ACTION PROPOSED:**

Pass the ordinance.

**ORDINANCE NO. 22-O-\_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK**

---

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, it is no longer necessary or useful or in the best interests of the Village of Willowbrook, to retain ownership of those items of surplus personal property currently owned by the Village and detailed on Exhibit “A”, attached hereto and made a part hereof; and

**WHEREAS**, it has been determined by the Mayor and Board of Trustees of the Village of Willowbrook that it is in the best interest of the Village to dispose of said personal property by sale, disposal or trade-in of said personal property.

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

**SECTION ONE**: Pursuant to 65 ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Willowbrook find that the personal property described on Exhibit “A”, attached hereto and made a part hereof, now owned by the Village of Willowbrook, is no longer necessary or useful to the Village of Willowbrook and the best interests of the Village of Willowbrook will be served by its sale, disposal or trade-in.

**SECTION TWO**: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the personal property set forth on Exhibit “A”, now owned by the Village of Willowbrook, in any manner he deems appropriate, with or without advertisement, including, but not limited to, the sale or trade-in of said personal property as part of the purchase price of a new or used personal property.

**SECTION THREE:** The sale or disposition of said surplus personal property is “AS IS” with no warranty, either express or implied, of merchantability or fitness for a particular purpose.

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

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT "A"****SURPLUS PERSONAL PROPERTY**

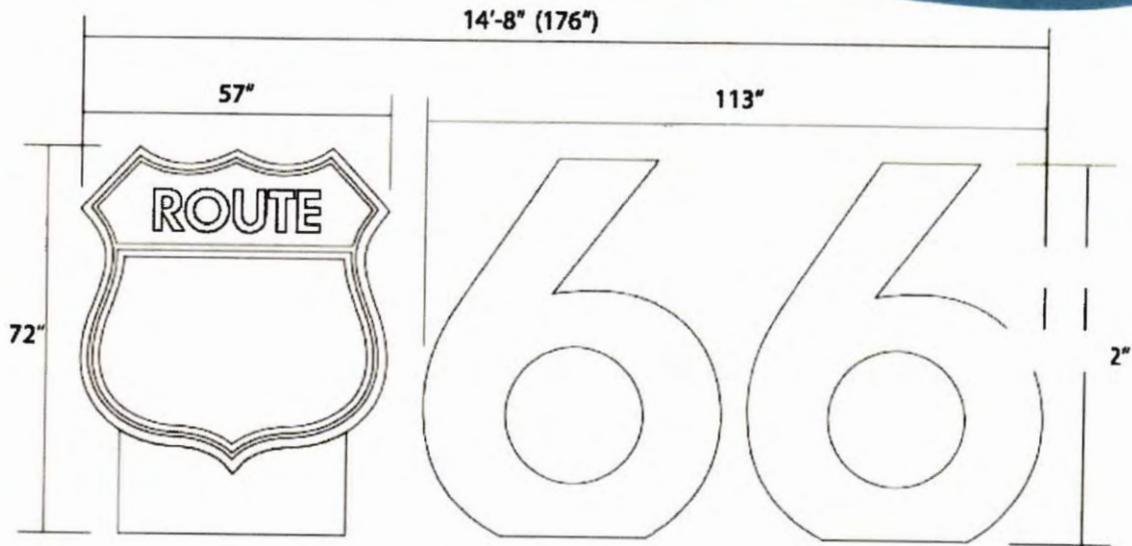
<b>Brand and Model (If available)</b>	<b>Item Type</b>	<b>Serial # or VIN</b>
HP	Laptop	X16-96072
HP	Printer	MY643420PT
Belkin Omni View SE	Switch	3994814625
Sony	DVD Player	7091247
Talon II	Radar	TA02920
Kenwood	Radio	70400122
Kenwood	Radio	70400193
Kenwood	Radio	70400121
Motorola HT1250	Radio	749TEG2133
Motorola HT1250	Radio	749TAG8005
Motorola HT100	Radio	402T2N23442
Motorola P200	Radio	792T2S9574
HP 3125	Laptop	SCD32002Y
HP 355 G2	Laptop	5CG4321ZN5
Windows Surface	Laptop	66233144953
Lenovo 3000	Laptop	L3-GN763
Dell Inspiron 200	Laptop	J7301A03
HP 250 G4	Laptop	CND6033H8F
Lenovo E520	Laptop	R9-KLZD2
Panasonic CF31	Laptop	5JK5A47787
Panasonic CF31	Laptop	5LK5A53652
Panasonic CF31	Laptop	5JK5A47680
Panasonic CF31	Laptop	5KK5A49448
Panasonic CF31	Laptop	5KK5A49479
Dell	Monitor	07060L1601681
Dell	Monitor	070723B010013436
Dell	Monitor	07070L0800151
Dell	Monitor	CN-0HX1KW-74261-419-16FU
HP	Monitor	CNC6020FZ6
HP	Printer	CC469A
Brother	Printer	U62709L3N701237
Visio	TV	LTLP1AAL2200907
Brand Unknown	DVD Recorder	FDRAMUMP
Motorola CDM1550	Radio	LS1205110081
Motorola CM300	Radio	206080036

Motorola Radius	Radio	778TTC1380
Falcon HR	Radar Gun	FH01877
Falcon HR	Radar Gun	FH01879
Decator Genesis	Radar	GK06147
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Talon II	Radar Gun	TA02919
Genesis II	Radar	G2S-15412
Genesis II	Radar	G2SK07478
Motorola XTS 1500	Radio	687THG4271
Motorola XTS 1500	Radio	687THG4278
Motorola XTS 1500	Radio	687THG4305
Motorola XTS 1500	Radio	687TGU3815
Motorola XTS 1500	Radio	687TGU3820
Motorola XTS 1500	Radio	687THG4274
Motorola XTS 1500	Radio	687THG4282
Motorola XTS 1500	Radio	687TGU3816
Motorola XTS 1500	Radio	687TGU3814
Motorola XTS 1500	Radio	687TGU3817
Motorola XTS 1500	Radio	687TGU3823
Motorola XTS 1500	Radio	687THA8026
Kenwood TK-390	Radio	70400191
Kenwood TK-390	Radio	70400200
Kenwood TK-390	Radio	70400197
Kenwood TK-390	Radio	70400194
Kenwood TK-390	Radio	70400192
Kenwood TK-390	Radio	70400195
Kenwood TK-390	Radio	70400196
Kenwood TK-390	Radio	70400198
Kenwood TK-390	Radio	70400199
Konica Minolta Model C552DS	Printer	A1DN011003080
Konica Minolta Model C652DS	Printer	A1DM011001132
Ford Explorer - Patrol (OLD #58)	Police Vehicle (2016 make)	1FM5K8ATXGGC72737
Ford Explorer - Patrol (OLD #57)	Police Vehicle (2016 make)	1FM5K8AT6GGC72735
Ford Explorer - Deputy Chief (#50)	Police Vehicle (2014 make)	1FM5K8D82EGC26002

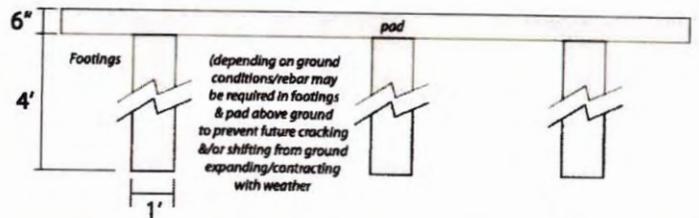
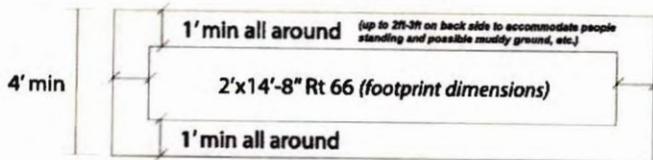
## VILLAGE OF WILLOWBROOK

<b>BOARD MEETING</b> <b>AGENDA ITEM – HISTORY/COMMENTARY</b>	
<b>ITEM TITLE:</b> A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE HERITAGE CORRIDOR CONVENTION AND VISITORS’ BUREAU FOR ROUTE 66 MONUMENT INSTALLATION AND MAINTENANCE	<b>AGENDA NO. 6</b>  <b>AGENDA DATE: 07/25/2022</b>
<b>STAFF REVIEW:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> <u>B. Pabst</u>
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> <u>Tom Bastian / cm</u>
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> <u>B. Pabst</u>
<b>REVIEWED &amp; APPROVED COMMITTEE:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b>  In celebration of the 100 <sup>th</sup> anniversary of Route 66, the State of Illinois, via a DCEO grant, approved monies for the fabrication and delivery of a Route 66 historic sign (see attached). The MOU, if approved, would be between the Village and the Heritage Corridor Convention and Visitors’ Bureau which serves numerous cities and counties southwest of Chicago. DCEO chose this entity to administer the grant financing the construction and delivery of the Route 66 signage.	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b>  As a part of the MOU, the Village would be obligated to provide a minimum of a 4-foot concrete pad for the foundation, built to the manufacturer’s specifications. The Village would also be responsible for maintaining the sign, and once received, will be the Village’s sole property. The property owner, Anne Marie Lombardi is very excited and willing to sign an Easement and License Agreement with the Village should her property be chosen.  Although the Board could choose to erect this sign in a park, at Village Hall, etc., staff is of the opinion that the most appropriate location would be at the Dell Rhea’s Chicken Basket, on Route 66, located at 645 Joliet Road. We have discussed this opportunity with the owner who is in full support should the Village Board agree with the recommended location. In addition, staff will work with Mike Krol and our zoning attorney Matt Holmes to determine what if any zoning relief pertaining to this signage is necessary.  If the MOU is approved, we will notify the Authorized Agent of the Heritage Corridor Convention and Visitors’ Bureau and the sign will be delivered to our Public Works Department by the end of August. Staff will also work with our Village Attorney to draft the Easement and Licensing Agreement to be signed by Anne Marie Lombardi and the Village representative.	
<b>ACTION PROPOSED:</b> Adopt the attached Resolution	

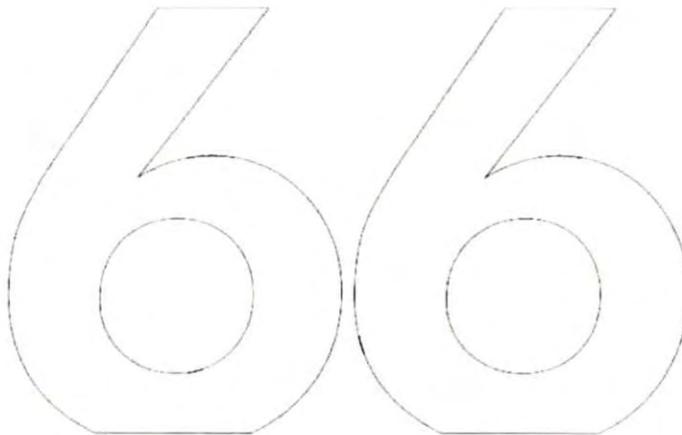
# Route 66 Interactive Signs



concrete pad information



# Route 66 Interactive Signs



*6ft tall HWY shape*

*6ft tall '66' numbers*



**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE  
VILLAGE OF WILLOWBROOK AND THE HERITAGE CORRIDOR CONVENTION  
AND VISITORS BUREAU FOR ROUTE 66 MONUMENT INSTALLATION AND  
MAINTENANCE**

---

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Memorandum of Understanding and Agreement for Route 66 Monument Installation and Maintenance (“MOU”) by and between the Village of Willowbrook and the Heritage Corridor Convention and Visitors Bureau, be and is hereby approved in substantially the same form as attached hereto as Exhibit “A”, and made a part hereof, and as approved by the Village Attorney for the Village of Willowbrook.

**BE IT FURTHER RESOLVED** that the Village Administrator is hereby authorized and directed to execute, on behalf of the Village, the Route 66 Memorandum of Understanding and Agreement, in substantially the same form as attached hereto as Exhibit “A”, and made a part hereof, and as approved by the Village Attorney.

This resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

**ROUTE 66 GRANT FY22  
MONUMENT INSTALLATION  
AGREEMENT BETWEEN THE HERITAGE CORRIDOR CONVENTION AND  
VISITORS' BUREAU AND THE VILLAGE OF WILLOWBROOK**

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR ROUTE 66  
MONUMENT INSTALLATION AND MAINTENANCE**

The Memorandum of Understanding and Agreement (hereinafter “AGREEMENT”) is made this \_\_\_ day of \_\_\_\_\_, 2022, by and between Heritage Corridor Convention and Visitors Bureau (CVB) (hereinafter “HERITAGE CORRIDOR CVB”) whose address is 2701 Black Road, Suite 201, Joliet, Illinois; and Village of Willowbrook (an Illinois Municipal Corporation) (hereinafter “VILLAGE”), whose address is 835 Midway Drive, Willowbrook, Illinois 60427. HERITAGE CORRIDOR CVB, an Illinois Not-For-Profit, received project funds from the Route 66 Grant from Illinois Department of Commerce and Economic Opportunity – no federal funds were used for this program.

**RECITALS**

WHEREAS, the State of Illinois has made grant funds available to HERITAGE CORRIDOR CVB for the purpose of celebrating the 100<sup>th</sup> Anniversary of Route 66, which includes the fabrication and delivery of a Route 66 Monument along The First Hundred Miles of Route 66; and

WHEREAS, HERITAGE CORRIDOR CVB is authorized to distribute grant funds for the purpose of these MONUMENTS celebrating the 100<sup>th</sup> Anniversary of Route 66; and

WHEREAS, these MONUMENTS are designed to promote tourism in Illinois.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU (CVB)** agrees to furnish, at no cost or charge to the VILLAGE, one (1) “Route 66 Shield” interactive monument (hereinafter “MONUMENT”), described as follows:

Route 66 Shield Interactive Monument; 72” tall by 14’8” wide;

CVB will deliver MONUMENT to 700 Willowbrook Center Parkway, Willowbrook, Illinois on or before August 31, 2022. MONUMENT will have a sign which includes the following: “Project funded by Illinois DCEO’s Route 66 Grant” with Enjoy Illinois, CVB and VILLAGE logos.

Said sign will be procured in compliance with the applicable regulations as contained in 2 CFR 200.3.17-.327 federal guidelines.

In consideration for receiving the MONUMENT, at no cost or charge to the VILLAGE, the VILLAGE OF WILLOWBROOK agrees to the following:

1. To provide a minimum of 4' poured concrete pad (or existing concrete surface) foundation for structure, built to manufacturer's specifications at a minimum 1' all around; public space/property for MONUMENT to be erected.
2. Placement of the MONUMENT shall be in compliance with all Village Codes, including, but not limited to, the Village Zoning Code.
3. Once delivered to the VILLAGE by manufacturer, the SIGN shall be the sole property and responsibility of the VILLAGE. HERITAGE CORRIDOR CVB shall have no responsibility of any kind for the MONUMENT. VILLAGE will maintain the MONUMENT through the Route 66 Centennial in 2026.
4. HERITAGE CORRIDOR CVB shall not be liable for any injury or death occurring in or about the area where the MONUMENT is placed, or for injury or death to any person due to the condition of the MONUMENT itself, due to the installation of the MONUMENT or upon the foundation upon which the MONUMENT is placed.
5. MONUMENT shall be delivered as is and the HERITAGE CORRIDOR CVB makes no warranties of any kind, either express, implied, or statutory, related to the MONUMENT.
6. HERITAGE CORRIDOR CVB shall not be responsible or liable for repair, replacement, or maintenance of the MONUMENT after acceptance of the MONUMENT by the VILLAGE.
7. Once the MONUMENT is installed, the VILLAGE, along with the HERITAGE CORRIDOR CVB, will plan an unveiling event.
8. VILLAGE shall indemnify HERITAGE CORRIDOR CVB against, and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including, arising out of, connected with, or resulting from the use and placement of MONUMENT after acceptance by the VILLAGE, excluding claims of copyright infringement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

9. The MONUMENT is a grant-eligible expense and shall be fabricated and delivered to the VILLAGE at no cost or charge to the VILLAGE.

IT WITNESS WHEREOF, THE PARTIES HAVE SIGNED THEIR ACCEPTANCE OF THESE TERMS BY SIGNING AS FOLLOWS:

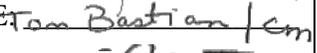
\_\_\_\_\_  
HERITAGE COORIDOR CVB  
BY ITS AUTHORIZED AGENT  
Robert Navarro

DATE: \_\_\_\_\_

\_\_\_\_\_  
VILLAGE OF WILLOWBROOK  
BY ITS AUTHORIZED AGENT  
Brian Pabst

DATE: \_\_\_\_\_

## VILLAGE OF WILLOWBROOK

<b>BOARD MEETING</b> <b>AGENDA ITEM - HISTORY/COMMENTARY</b>	
<b>ITEM TITLE:</b> A RESOLUTION APPROVING THE PURCHASE OF PARK BENCHES AT A COST NOT TO EXCEED \$4,500.00	<b>AGENDA NO.</b> 7.  <b>AGENDA DATE:</b> 07-25-2022
<b>STAFF REVIEW:</b> Dustin Kleefisch, Director of Parks and Recreation	<b>SIGNATURE:</b> 
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> 
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> 
<b>REVIEWED &amp; APPROVED BY A COMMITTEE:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b>	
<p>Recently, the Village had six park benches fail and need to be replaced from Borse Memorial Community Park, Willow Pond, and Ridgemoor Park. These benches failed due to age and deterioration and were no longer safe for public use. The Parks and Recreation Department has investigated replacement benches and is proposing the purchase of six (6) P-660 100% recycled plastic benches from Belson Outdoors. These benches are made up of higher quality, have a longer lifespan, and are also capable of being engraved for the purpose of the Village's Memorial Bench program. The typical aluminum bench, or rubber-coated steel bench, has a lifespan of about ten years, these plastic benches have a lifespan of twenty years. After speaking with the manufacturer, they stated that they have not had to replace a bench because of failure since they were created twenty-five plus years ago.</p> <p>Additionally, the motivation for this switch is to create a uniform aesthetic and appearance for all of the parks and this style bench will replace all of the current benches over time as they need to be replaced throughout the park system. The benches will have a cedar wood finish for the bench slots and black support legs. This will create a uniform look and appearance in all of the Village's parks, while also reducing replacement cost and maintenance. Each specific bench costs \$517, mounting brackets are \$54 per bench, and engraving for a memorial bench is \$6 per letter.</p> <p>The following summarizes the benefits of moving to 100% recycled plastic benches:</p> <ul style="list-style-type: none"> <li>• Same cost as aluminum and rubber-coated steel but has a longer lifespan</li> <li>• Reduced replacement cost due to longer life span</li> <li>• Low maintenance, reduces that amount of man hours to care for the unit</li> <li>• Engravable personalized messages for Memorial Bench program</li> <li>• Uniform aesthetic and appearance to the public</li> </ul>	



If approved by the Board of Trustees, the Village would be responsible for the purchase for six (6) replacement benches for the cost of \$4,353.35.

**ACTION PROPOSED:**

Adopt the Resolution

**RESOLUTION NO. 22-R-\_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE OF PARK BENCHES AT A COST  
NOT TO EXCEED \$4,500.00**

---

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the purchase of park benches, as more fully detailed on Exhibit “A”, attached hereto, and at a cost not to exceed Four Thousand Five Hundred and 00/100ths Dollars (\$4,500.00), is hereby approved.

**BE IT FURTHER RESOLVED** that the Village Administrator be and is hereby directed to execute all purchase orders on behalf of the Village of Willowbrook.

This resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT “A”**

**Quote #**  
**WQ 311050**



Here is the Quote as per your request. The 'Shipping' total has been applied.  
To place an order, simply click 'Submit Order Confirmation' below.  
Please print this page for your records.  
Customer Order Confirmation is **required** to process order.

627 Amersale Drive  
Naperville, IL. 60563  
sales@belson.com

Toll Free:1-800-323-5664  
Phone: 1-630-897-8489  
Fax: 1-630-897-0573

**QUOTE #**  
**WQ 311050**

**Expires 7/29/2022**

Model #	Description	Lbs	Quantity	Unit Price	Unit Total
P-660	Recycled Plastic Malibu Bench, 6' Length, Portable Mount CE Cedar Bench Black Legs	178	3	\$517.00	\$1,551.00
P-BMK	Permanent Mounting Kit For Recycled Plastic Bench	2	6	\$54.00	\$324.00
P-660	Recycled Plastic Malibu Bench, 6' Length, Portable Mount CE Cedar Bench Black Legs	178	1	\$517.00	\$517.00
L2000-SETUP	Setup Fee For Standard Letter Engraving Board 1 - John "Babe" Trilla Sr Board 2 - Janice Trilla Engraving Charge Per Letter For Recycled Plastic Bench - Includes Black Or White Paint Fill	0	1	\$25.00	\$25.00
L2000-BW	For Model P-660 CE Cedar Bench Black Legs Black Arial Font Lettering (1 x 30)	0	30	\$6.00	\$180.00
P-660	Recycled Plastic Malibu Bench, 6' Length, Portable Mount CE Cedar Bench Black Legs	178	1	\$517.00	\$517.00
L2000-SETUP	Setup Fee For Standard Letter Engraving Board 1 - William "Papa" Passero Sr Engraving Charge Per Letter For Recycled Plastic Bench - Includes Black Or White Paint Fill	0	1	\$25.00	\$25.00
L2000-BW	For Model P-660 CE Cedar Bench Black Legs Black Arial Font Lettering (1 x 22)	0	22	\$6.00	\$132.00
P-660	Recycled Plastic Malibu Bench, 6' Length, Portable Mount CE Cedar Bench Black Legs	178	1	\$517.00	\$517.00
L2000-SETUP	Setup Fee For Standard Letter Engraving Board 1 - James Soukup Board 2 - "Pillar of Willowbrook" Award Winner Engraving Charge Per Letter For Recycled Plastic Bench - Includes Black Or White Paint Fill	0	1	\$25.00	\$25.00
L2000-BW	For Model P-660 CE Cedar Bench Black Legs Black Arial Font Lettering (1 x 43)	0	43	\$6.00	\$258.00
		<b>Subtotal</b>	<b>1,080</b>	<b>Subtotal</b>	<b>\$4,071.00</b>

0.0000% Tax \$0.00

Customer Order Confirmation is required to process order.

Shipping \$282.35

Your Order will not be shipped without your "Order Confirmation"

Grand Total \$4,353.35

**Bill To:** **Ship To:**

First/Last Name	Dustin Kleefisch	Ship To	Village of Willowbrook
Company	Village of Willowbrook	Address 1	835 Midway Dr
Address 1	835 Midway Dr	Address 2	
Address 2		City	Willowbrook
City	Willowbrook	State	IL
State	IL	Zip Code	60527
Zip Code	60527	Country	USA
Country	USA	Phone	630-920-2429
Phone	630-920-2429	Contact	Dustin Kleefisch
Fax		Email	dkleefisch@willowbrook.il.us
Email	dkleefisch@willowbrook.il.us		

**Additional Delivery Services**

- Phone Call 24 Hours Prior to Delivery ◇
- Delivery to Residential or Non-Commercial Truck Route Addresses
- Power Liftgate Service ◇ - Driver will lower shipment from the truck to the ground (Only)
- Order Power Liftgate Service if — You will be unable to unload the shipment from the truck.**
- ◇ Does Not apply to UPS shipments

**Special Instructions**

MJ-P

**Intended Payment Method**



Visa



MasterCard



American Express



Discover



Check with Order



On Account

**Order Confirmation Method — Customer Confirmation is Required to Complete Order**

Email Order Confirmation dkleefisch@willowbrook.il.us

Fax Order Confirmation

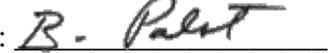
Customer Service Representative Call (M-F 8:00am - 4:30pm CST)

What is the best day and time to call?

Contact Name (If Different than 'Sold To') Phone

Submit Order Confirmation
Cancel Order

## VILLAGE OF WILLOWBROOK

<b>BOARD MEETING</b>													
<b>AGENDA ITEM - HISTORY/COMMENTARY</b>													
<b>ITEM TITLE:</b> A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO M&J ASPHALT PAVING COMPANY, INC. FOR THE ROGERS FARM SUBDIVISION – 2022 ROAD PROJECT	<b>AGENDA NO. 8.</b>  <b>AGENDA DATE:</b> 7/25/2022												
<b>STAFF REVIEW:</b> Andrew Passero, Public Works Foreman	<b>SIGNATURE:</b> 												
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> 												
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> 												
<b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>													
<b>BACKGROUND</b> The 2022 Motor Fuel Tax resurfacing program will consist of the eight roads throughout the Rogers Farm subdivision.													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="padding: 5px;">Sunset Ridge Road</td> <td style="padding: 5px;">Hill Road</td> <td style="padding: 5px;">Tremont Road</td> <td style="padding: 5px;">Wesley Road</td> </tr> <tr> <td style="padding: 5px;">Briar Road</td> <td style="padding: 5px;">Raleigh Road</td> <td style="padding: 5px;">Oxford Road</td> <td style="padding: 5px;">Rogers Farm Road</td> </tr> </tbody> </table>		Sunset Ridge Road	Hill Road	Tremont Road	Wesley Road	Briar Road	Raleigh Road	Oxford Road	Rogers Farm Road				
Sunset Ridge Road	Hill Road	Tremont Road	Wesley Road										
Briar Road	Raleigh Road	Oxford Road	Rogers Farm Road										
The total amount budgeted for the MFT project for FY 22-23 is \$565,000. This project includes HMA surface removal, curb and gutter spot repairs, public sidewalk spot repairs, storm basin adjustments, and turf restoration. Sealed bids were opened on June 20th. Six bids were received, and, of those six bids, M&J Asphalt Paving was the lowest responsible bidder at a cost of \$509,686.15													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="padding: 5px;">Brother Asphalt</td> <td style="padding: 5px;">M&amp;J Asphalt</td> <td style="padding: 5px;">Lindhahl Brothers</td> <td style="padding: 5px;">Schroeder</td> <td style="padding: 5px;">Chicagoland</td> <td style="padding: 5px;">K-Five Const.</td> </tr> <tr> <td style="padding: 5px; text-align: right;">\$441,328.40</td> <td style="padding: 5px; text-align: right;">\$509,686.15</td> <td style="padding: 5px; text-align: right;">\$523,781.15</td> <td style="padding: 5px; text-align: right;">\$583,084.65</td> <td style="padding: 5px; text-align: right;">\$615,000.00</td> <td style="padding: 5px; text-align: right;">\$675,010.30</td> </tr> </tbody> </table>		Brother Asphalt	M&J Asphalt	Lindhahl Brothers	Schroeder	Chicagoland	K-Five Const.	\$441,328.40	\$509,686.15	\$523,781.15	\$583,084.65	\$615,000.00	\$675,010.30
Brother Asphalt	M&J Asphalt	Lindhahl Brothers	Schroeder	Chicagoland	K-Five Const.								
\$441,328.40	\$509,686.15	\$523,781.15	\$583,084.65	\$615,000.00	\$675,010.30								
Brothers Asphalt was the apparent low bidder but, shortly after the bid opening, staff received a call, followed up by a formal letter, from Brothers Asphalt requesting to withdraw their bid due to an error made in the curb and gutter section. Staff is currently working on retaining a portion of their bid bond.													
<b>STAFF RECOMMENDATION</b> Due to the withdrawal of the low bid, staff recommends moving forward with M&J Asphalt.													
<b>ACTION PROPOSED:</b> Adopt the Resolution													

July 5, 2022

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

Re: Roger's Farm Subdivision Resurfacing  
(Various Streets)  
Section No. 22-00000-01-GM

Dear Sean:

Enclosed is the *Tabulation of Bids* for the bids that were received and opened for the above-referenced project at 10:00 a.m. on June 20, 2022. Six (6) bids were received and tabulated, with no errors found.

The low bidder was Brothers Asphalt Paving, Inc., submitting a bid in the amount of \$441,328.40. After the Public Bid Opening, Brothers Asphalt made a formal request asking to withdraw their bid, claiming they had made an error within their bid submittal.

After reviewing Brothers Asphalt's request and coordinating with IDOT and the Village Attorneys, it has been decided to allow Brothers to withdraw their bid and move forward with the second low bidder.

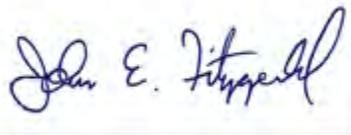
The second low bidder is M&J Asphalt Paving Co., Inc., who submitted a bid in the amount of \$509,686.15, which is \$71,164.40 (16.23%) above the Engineer's Estimate of \$438,521.75.

M&J Asphalt Co., Inc. is qualified to perform this work, therefore, we recommend that the Contract be awarded to **M&J Asphalt Co., Inc., 3124 S. 60<sup>th</sup> Court, Cicero, IL 60804** in the amount of **\$509,686.15**.

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

Sincerely,

**NOVOTNY ENGINEERING**



John E. Fitzgerald, P.E.

JEF/clc  
Enclosure

cc: Mr. Brian Pabst, Village Administrator, w/Enc.  
Mr. Andrew Passero, Public Services Foreman, w/Enc.  
Ms. Marilyn Solomon, IDOT  
File No. 21488

**OWNER:** Village of Willowbrook  
**PROJECT DESCRIPTION:** Roger's Farm Subdivision Resurfacing  
 MFT Section No. 22-00000-01-GM  
**BID OPENING:** June 20, 2022 @ 10:00 am

**PROJECT NO :** 21488

K-Five Const. Corp.

Item No	Description	Unit	Quantity	Engineers Estimate		Brothers Asphalt Paving, Inc. 315 S. Stewart Avenue Addison, IL 60101 5% Bid Bond		M&J Asphalt Paving Co., Inc. 3124 S. 60th Court Cicero, IL 60804 5% Bid Bond		Lindahl Brothers, Inc. 622 E. Green Street Bensenville, IL 60106 5% Bid Bond		Schroeder Asphalt Serv., Inc. P.O. Box 831 Huntley, IL 60142 5% Bid Bond		Chicagoland Paving Cont. Inc. 225 Telsler Road Lake Zurich, IL 60047 5% Bid Bond		999 Oakmont Plaza Drive Ste., 200 Westmont, IL 60559 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Bituminous Materials (Tack Coat)	POUND	6615	0.25	1,653.75	0.30	1,984.50	0.01	66.15	0.01	66.15	0.01	66.15	0.01	66.15	3.00	19,845.00
2	Polymerized Hot-Mix Asphalt Binder Course, IL-4.75, N50	TON	650	115.00	74,750.00	120.00	78,000.00	125.00	81,250.00	125.00	81,250.00	125.00	81,250.00	125.00	81,250.00	117.00	76,050.00
3	Hot-Mix Asphalt Surface Course, Mix "D", IL-9.5, N50	TON	1375	82.00	112,750.00	87.00	119,625.00	100.00	137,500.00	95.00	130,625.00	105.00	144,375.00	115.00	158,125.00	87.00	119,625.00
4	Combination Concrete Curb and Gutter Removal and Replacement, Type M-3.12 (Special)	FOOT	3259	37.00	120,583.00	12.10	39,433.90	45.00	146,655.00	45.00	146,655.00	49.00	159,691.00	55.00	179,245.00	43.70	142,418.30
5	Brick Driveway Removal and Reinstallation	SQ YD	50	90.00	4,500.00	200.00	10,000.00	50.00	2,500.00	40.00	2,000.00	120.00	6,000.00	135.00	6,750.00	225.00	11,250.00
6	Portland Cement Concrete Sidewalk, 5" (Special)	SQ FT	3900	7.00	27,300.00	15.00	58,500.00	8.25	32,175.00	8.75	34,125.00	11.35	44,265.00	10.00	39,000.00	10.35	40,365.00
7	Detectable Warnings	SQ FT	225	30.00	6,750.00	70.00	15,750.00	33.00	7,425.00	38.00	8,550.00	36.50	8,212.50	57.25	12,881.25	32.90	7,402.50
8	Hot-Mix Asphalt Surface Removal- Butt Joint	SQ YD	250	15.00	3,750.00	8.00	2,000.00	5.00	1,250.00	10.00	2,500.00	7.00	1,750.00	5.00	1,250.00	0.01	2.50
9	Hot-Mix Asphalt Surface Removal, 2"	SQ YD	14700	2.50	36,750.00	3.00	44,100.00	2.80	41,160.00	3.00	44,100.00	2.25	33,075.00	2.50	36,750.00	3.00	44,100.00
10	Sidewalk Removal (Special)	SQ FT	4100	1.50	6,150.00	2.50	10,250.00	2.00	8,200.00	1.00	4,100.00	12.00	49,200.00	1.00	4,100.00	10.35	42,435.00
11	Class D Patches, Type III, 3 inch	SQ YD	100	40.00	4,000.00	40.00	4,000.00	35.00	3,500.00	34.00	3,400.00	28.00	2,800.00	17.00	1,700.00	64.00	6,400.00
12	Class D Patches, Type IV, 3 inch	SQ YD	230	40.00	9,200.00	40.00	9,200.00	35.00	8,050.00	34.00	7,820.00	28.00	6,440.00	17.00	3,910.00	64.00	14,720.00
13	Drainage Structures to be Adjusted	EACH	30	400.00	12,000.00	450.00	13,500.00	450.00	13,500.00	485.00	14,550.00	475.00	14,250.00	455.00	13,650.00	409.00	12,270.00
14	Inlet Filters	EACH	30	125.00	3,750.00	200.00	6,000.00	125.00	3,750.00	190.00	5,700.00	165.00	4,950.00	150.00	4,500.00	250.00	7,500.00
15	Earth Excavation	CU YD	75	35.00	2,625.00	70.00	5,250.00	55.00	4,125.00	60.00	4,500.00	60.00	4,500.00	100.00	7,500.00	75.00	5,625.00
16	Topsoil Furnish and Place, Variable Depth	CU YD	25	100.00	2,500.00	67.00	1,675.00	80.00	2,000.00	160.00	4,000.00	8.00	200.00	75.00	1,875.00	360.00	9,000.00
17	Nitrogen Fertilizer Nutrient	POUND	1	5.00	5.00	30.00	30.00	20.00	20.00	20.00	20.00	30.00	30.00	25.00	25.00	1.00	1.00
18	Potassium Fertilizer Nutrient	POUND	1	5.00	5.00	30.00	30.00	20.00	20.00	20.00	20.00	30.00	30.00	25.00	25.00	1.00	1.00
19	Sodding	SQ YD	400	15.00	6,000.00	30.00	12,000.00	15.00	6,000.00	12.00	4,800.00	20.00	8,000.00	20.00	8,000.00	50.00	20,000.00
20	Traffic Control and Protection Standard 701501	L SUM	1	3,500.00	3,500.00	10,000.00	10,000.00	10,540.00	10,540.00	25,000.00	25,000.00	14,000.00	14,000.00	54,397.60	54,397.60	96000.00	96,000.00
<b>Totals :</b>					<b>438,521.75</b>		<b>441,328.40</b>		<b>509,686.15</b>		<b>523,781.15</b>		<b>583,084.65</b>		<b>615,000.00</b>		<b>675,010.30</b>
<b>Bid Error Corrections:</b>																	
<b>Corrected Totals ---</b>							<b>441,328.40</b>		<b>509,686.15</b>		<b>523,781.15</b>		<b>583,084.65</b>		<b>615,000.00</b>		<b>675,010.30</b>
<b>Over / Under ----</b>							2,806.65		71,164.40		85,259.40		144,562.90		176,478.25		236,488.55
<b>Percent ----</b>							0.64%		16.23%		19.44%		32.97%		40.24%		53.93%

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE  
LOWEST RESPONSIBLE BIDDER AND AWARDED A CONTRACT  
TO M&J ASPHALT PAVING COMPANY, INC.  
FOR THE ROGERS FARM SUBDIVISION – 2022 ROAD PROJECT**

---

**WHEREAS**, the Village of Willowbrook ( the “Village”) publicly advertised, in the manner prescribed by law, for sealed bids for the Rogers Farm Subdivision – 2022 Road Project (the “Project”); and

**WHEREAS**, the sealed bids received were publicly opened, examined and declared by officials of the Village in the manner prescribed by law; and

**WHEREAS**, Brothers Asphalt Paving, Inc., the apparent lowest bidder, withdrew its bid and has refused to honor said bid; and

**WHEREAS**, of the bids received and opened, the apparent second lowest responsible bidder for the Project is M&J Asphalt Paving Company, Inc. at a bid of Five Hundred Nine Thousand Six Hundred Eighty-Six and 15/100ths Dollars (\$509,686.15).

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

**SECTION 1:** Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2:** Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find M&J Asphalt Paving Company, Inc. to be the lowest responsible bidder, after the withdrawal by Brothers Asphalt Paving, Inc. of its bid for the Project, as set forth in M&J Asphalt Paving Company, Inc.’s bid.

**SECTION 3:** Award of Contract.

M&J Asphalt Paving Company, Inc. is hereby awarded the contract for the afore-referenced Project at a cost not to exceed Five Hundred Nine Thousand Six Hundred Eighty-Six and 15/100ths Dollars (\$509,686.15), as set forth in its bid proposal subject to: the furnishing of the proper bonds and execution of all contract documents.

**SECTION 4:** Execution of Contract.

Upon execution of a contract by M&J Asphalt Paving Company, Inc., the Village Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby directed to attest to the contract documents for the Project, all on behalf of the Village of Willowbrook, in substantially the same form as the contract attached hereto as Exhibit "A", and expressly made a part hereof.

**SECTION 5:** Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

**Contract**



# Local Public Agency Formal Contract



Contractor's Name

M&J Asphalt Paving Co., Inc.

Contractor's Address

3124 S. 60th Court

City

Cicero

State

IL

Zip Code

60804

STATE OF ILLINOIS

Local Public Agency

Village of Willowbrook

County

Cook

Section Number

22-00000-01-GM

Street Name/Road Name

Roger's Farm Subdivision Resurfacing (Various Streets)

Type of Funds

MFT

CONTRACT BOND (when required)

### For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Signature and Date boxes for Highway Commissioner

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Signature and Date boxes for County Engineer

### For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Signature and Date boxes for Municipal Project

Official Title

Frank A. Trilla, Mayor

### Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

Signature and Date boxes for Department of Transportation

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Willowbrook	Roger's Farm Subdivision Resurfacing (	Cook	22-00000-01-GM

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_ between the Village \_\_\_\_\_ of Willowbrook \_\_\_\_\_, known as the party of the first part, and M&J Asphalt Paving Co., Inc. \_\_\_\_\_ its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00000-01-GM in Village of Willowbrook \_\_\_\_\_, approved by the Illinois Department of Transportation on 06/08/22 \_\_\_\_\_, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village \_\_\_\_\_ of Willowbrook \_\_\_\_\_

Clerk	Date

(SEAL)

Party of the First Part	Date
By: _____	

(If a Corporation)

Corporate Name	
M&J Asphalt Paving Co., Inc.	
President, Party of the Second Part	Date
By: _____	

(SEAL)

(If a Limited Liability Corporation)

LLC Name	
_____	
Manager or Authorized Member, Party of the Second Part	Date
By: _____	

(If a Partnership)

Partner	Date
_____	
Partner	Date
_____	

Attest:

Secretary	Date
_____	

(SEAL)

Partners doing Business under the firm name of Party of the Second Part
_____

(If an individual)

Party of the Second Part	Date
_____	



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	Cook	Roger's Farm Sub Resurf	22-00000-01-GM

Bond information to be returned to Local Public Agency at 835 Midway Drive, Willowbrook, IL 60527  
Complete Address

We, M&J Asphalt Paving Co., Inc., 3124 S. 60th Court, Cicero, IL 60804  
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and  
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of Five Hundred Nine Thousand Six Hundred Eighty-Six and .15/100

Dollars ( \$509,686.15 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month and Year

PRINCIPAL

Company Name

By  
 Signature & Title  Date

Attest  
 Signature & Title  Date

Company Name

By  
 Signature & Title  Date

Attest  
 Signature & Title  Date

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

STATE OF IL  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that  
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ Month, Year

(SEAL)

Notary Public Signature

[Signature box]

Date commission expires \_\_\_\_\_

**SURETY**

Name of Surety

[Name of Surety box]

Title

By:

[Title box]

STATE OF IL  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that  
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ Month, Year

(SEAL)

Notary Public Signature

[Signature box]

Date commission expires \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_ Month, Year

Attest:

Local Public Agency Clerk Signature

Date

[Clerk Signature box]

[Clerk Date box]

Awarding Authority

Frank A Trilla, Mayor

Awarding Authority Signature

Date

[Awarding Authority Signature box]

[Awarding Authority Date box]

Village

Clerk

Local Public Agency Type

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF WILLOWBROOK	DuPage	22-00000-01-GM	Roger's Farm Subdivision Resu

**NOTICE TO BIDDERS**

Sealed proposals for the project described below will be received at the office of the Village Clerk of the Village of Willowbrook  
 Name of Office  
835 Midway Drive, Willowbrook, IL 60527 until 10:00 AM on 06/20/22  
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the Village Clerk of the Village of Willowbrook  
 Name of Office  
835 Midway Drive, Willowbrook, IL 60527 at 10:00 AM on 06/20/22  
 Address Time Date

**DESCRIPTION OF WORK**

Location	Project Length
Various (See Location Map Herein)	4,966 L, 0.94mi

Proposed Improvement  
 HMA surface removal; curb and gutter spot repairs; PC concrete, brick and HMA driveway spot repairs; PC concrete sidewalk spot repairs; HMA level binder and surface course installation; drainage structure adjustments; and topsoil, seed or sod parkway restoration.

1. Plans and proposal forms will be available in the office of  
 For download only from QuestCDN via the, Novotny Engineering website, <http://novotnyengineering.com>., "Bidding" tab, for a non-refundable charge of \$30.00.

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF WILLOWBROOK	DuPage	22-00000-01-GM	Roger's Farm Subdivision Resu

**PROPOSAL**

1. Proposal of M&J Asphalt Paving Co., Inc. \_\_\_\_\_  
Contractor's Name

3124 S. 60th Court, Cicero, IL 60804 \_\_\_\_\_  
Contractor's Address

2. The plans for the proposed work are those prepared by Novotny Engineering, 545 Plainfield Rd., Ste. A, Willowbrook, IL  
and approved by the Department of Transportation on \_\_\_\_\_.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 25 working days or by \_\_\_\_\_ unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: The Village Treasurer of Willowbrook.  
The amount of the check is Five percent (5%) of bid bond. ( \_\_\_\_\_ ).

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

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

The proposal guaranty check will be found in the bid proposal for: Section Number 22-00000-01-GM.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF WILLOWBROOK	DuPage	22-00000-01-GM	Roger's Farm Subdivsion Resu

**CONTRACTOR CERTIFICATIONS**

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF WILLOWBROOK	DuPage	22-00000-01-GM	Roger's Farm Subdivision Resu

**SIGNATURES**

(If an individual)

Signature of Bidder	Date	
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

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

(If a corporation)

Corporate Name		
M&J Asphalt Paving Co., Inc.		
Signature	Date	
Title		
Nick Distasio, President		
Business Address		
3124 S. 60th Court		
City	State	Zip Code
Cicero	IL	60804

Insert Names of Officers

President
Nick Distasio

Attest:

Secretary

Secretary

James V. Distasio, Jr.

Treasurer

MaryAnn Distasio



OWNER: Village of Willowbrook  
PROJECT: 2022 MFT Resurfacing  
PROJECT NO.: 20275

**RETURN WITH BID**

**CONTRACTOR'S CERTIFICATIONS**

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

**CERTIFICATE OF UNDERSTANDING REGARDING HOLD HARMLESS & INSURANCE**

**COVERAGE REQUIREMENTS:** As President/Principal/Partner of the below designated Company, I have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same. That if awarded a Contract for the above named project, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner, the **Village of Lemont**, the Engineer, Frank Novotny & Associates, Inc. dba Novotny Engineering, and any and all other entities so named in said "Insurance Requirements" section. All expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements. If said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner and/or Engineer relating to the subject project.

**CONTRACTOR'S BID RIGGING CERTIFICATION:** As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) as part of his/its bid on this Contract, the Contractor hereby certifies that they are not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

**CONTRACTOR'S TAX DELINQUENCY CERTIFICATION:** As required under 65 ILCS 5/11-42.1-1, the Contractor certifies that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

**CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION:** The Contractor, having submitted a bid/proposal for this project to the Owner, hereby certifies that they have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

**CONTRACTOR'S CERTIFICATIONS, Cont'd.**

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION:** Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by publishing a statement: 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace; 2) Specifying the2mployns that will be taken against employees for violations of such prohibition; and 3) Notifying the2mplooyee that, as a condition of employment on such Contract or grant, the employee will: (a) abide by the terms of the statement; and (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Establishing a drug-free awareness program to inform employees about: 1) the dangers of drug abuse in the workplace; 2) the grantee's or Contractor's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance program; and 4) the penalties that may be imposed upon employees for drug violations. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section. Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 580/6.

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION:** Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **Owner** as follows: The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

**(check one)**

- The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.
  
- The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.





Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	Various	22-00000-01-GM

All contractors are required to complete the following certification

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

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

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

M & J Asphalt Paving Co., Inc. will perform the Removals, Concrete and Asphalt Paving. Program Sponsors will be the Local Union. We are members of the following: International Union of Operating Engineers – Local 150, Laborers International Union – District Council of Chicago and Vicinity, Teamsters Union and Cement Mason's - Local 502  
 Subcontracted work includes Sewer Work. The subcontracted work is to be performed by Union Contractors, their program sponsor is their local union

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

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

Bidder	Signature	Date
M & J Asphalt Paving Company, Inc.		06-20-22
Title		
President		
Address	City	State Zip Code
3124 S. 60th Court	Cicero	IL 60804

# United States Department of Labor



## Bureau of Apprenticeship and Training

### Certificate of Registration

*Chicago and Laborers' Training & Apprenticeship Program*

*For the Trade of Construction Craft Laborer*

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

April 12, 1999

Date

11A017-0602

Registration No.

DOT # 869-463-580

*Alfred M. Allen*

Secretary of Labor

*Anthony Swartz*

Director, Bureau of Apprenticeship and Training

DOT SYMBOL 0661

**The United States Department of Labor**

**Office of Apprenticeship Training, Employer and Labor Services**  
**Bureau of Apprenticeship and Training**

**Certificate of Registration**

*Operating Engineers Local # 150*

*Mainfield, Illinois*

*For the Trade of Operating Engineer*

*Registered as part of the National Apprenticeship Program*

*in accordance with the basic standards of apprenticeship*

*established by the Secretary of Labor*

November 5, 2002

Date

IL 008780173

Registration No.



*Shi. Chao*

Secretary of Labor

*Anthony Savage*

Administrator, Apprenticeship Training, Employer and Labor Services

**The United States Department of Labor**

**Office of Apprenticeship Training, Employer and Labor Services**

**Bureau of Apprenticeship and Training**

**Certificate of Registration**

**Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois**

**For the Trade of Repairer (Heavy)**

**Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor**



May 5, 2002

Date

IL012020003

*Sh. Chao*  
Secretary of Labor

*Anthony Sampa*

**United States Department of Labor**  
**Office of Apprenticeship Training, Employer and Labor Services**  
**Bureau of Apprenticeship and Training**  
**Certificate of Registration**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**Joint Council No. 25 Training Fund**  
**For the Trade of Construction Driver**

*Registered as part of the National Apprenticeship Program*  
*in accordance with the basic standards of apprenticeship*  
*established by the Secretary of Labor.*



June 28, 2005

Date

IL015050004

Registration No.

*Lois Chao*  
Secretary of Labor

*Quinn Tamm*  
Administrator, Apprenticeship Training, Employer and Labor Services

# The United States Department of Labor



## Bureau of Apprenticeship and Training Certificate of Registration

CEMENT MASONS' AREA JOINT APPRENTICESHIP & CEMENT MASONS UNION LOC. NO. 502  
BELLWOOD, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

REGISTERED: OCTOBER 17, 1945  
REVISED: DECEMBER 29, 1988

Date

008-0816  
Registration No.

*Ann McLaughlin*

Secretary of Labor

*James D. Van Eiden*

Director, Bureau of Apprenticeship and Training



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	Various	22-00000-01-GM

I, Nick Distasio of Cicero, Illinois  
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

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

Signature	Date
	06-20-22
Print Name of Affiant	
Nick Distasio	

**Notary Public**

State of IL

County Cook

Signed (or subscribed or attested) before me on June 20, 2022 by  
(date)

Nick Distasio, authorized agent(s) of  
(name/s of person/s)

M & J Asphalt Paving Company, Inc. . .  
Bidder

Signature of Notary Public

My commission expires 12-31-23

(SEAL)





Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route Various
County DuPage
Local Agency Willowbrook
Section 22-0000-01-GM

PAPER BID BOND

WE M&J Asphalt Paving Company, Inc. as PRINCIPAL, and Old Republic Surety Company as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the Proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE, if the Proposal is accepted and a Contract awarded to the PRINCIPAL by the LPA for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal Contract, furnish Surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 17th day of June A.D., 2022.

(Company Name)
BY: (Signature & Title)

PRINCIPAL
M&J Asphalt Paving Company, Inc.
BY: (Signature) President

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

Old Republic Surety Company
(Name of Surety)

SURETY
BY: (Signature of Attorney-in-Fact) Josefina Rojo



STATE OF ILLINOIS
COUNTY OF Cook

I, Michael Denault, a Notary Public in and for said county, do hereby certify that Nick Distasio \*\*See Attached for Surety\*\*

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

Given under my hand and notarial seal this 20th day of June A.D., 2022.
My commission expires 12-31-23
Michael Denault (Notary Public)



ELECTROBIC BID BOND

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

Electronic Bid Bond ID Code (Company/Bidder Name)

(Signature and Title) (Date)



# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

JOSEFINA ROJO, HALEY ANDERSON of CHICAGO, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of January, 2022.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

*Alan Pavić*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of January, 2022, personally came before me, Alan Pavić and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

### CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 17th day of June, 2022

63-0044

ORSC 11008 (6-93)

MESIROW INSURANCE SERVICES INC

*Karen J. Haffner*  
Assistant Secretary

State of Illinois  
County of Cook

On this 17<sup>th</sup> day of June 2022, before me personally appeared  
Josefina Rojo, known to me to be the Attorney-in-fact of  
Old Republic Surety Company, the corporation that executed the  
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the  
aforesaid county, the day and year in this certificate first above written.



A handwritten signature in blue ink that reads "M Labno".

\_\_\_\_\_  
(Notary Public)

(Seal)



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 22-00000-01-GM (Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Pending	
Contract Number	22-00194-00-PV	Parking Lots	22-00000-01-GM			
Contract With	Oak Lawn	Bridgeview	Willow Springs	Village of Schiller Park		
Estimated Completion Date	11/15/2022	7/15/2022	7/15/2022	7/31/2022		
Total Contract Price	3,067,209.25	87,378.50	144,328.00	238,812.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	3,067,209.25	78,598.00	144,328.00	238,812.00		3,528,947.25
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>3,528,947.25</b>

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals	
Earthwork	141,350.00		5,955.00	49,446.45	196,751.45	
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving	1,022,360.00	54,540.00	79,400.00	8,253.30	1,164,553.30	
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	73,115.00		2,400.00	20,994.30	96,509.30	
Highway, R.R. and Waterway Structures						
Drainage		0.00	1,570.00		1,570.00	
Electrical						
Cover and Seal Coats						
Concrete Construction	595,531.00		34,230.00	100,251.70	730,012.70	
Landscaping				3,834.90	3,834.90	
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling	65,194.00	18,935.00	14,852.50	3,151.50	102,133.00	
Demolition						
Pavement Markings (Paint)		1,463.50			1,463.50	
Other Construction (List)	45,000.00				45,000.00	
Prime Coat	416.00		20.50		436.50	
Traffic Control	109,780.00	3,660.00	2,500.00	21,585.00	137,525.00	
<b>Totals</b>	<b>2,052,746.00</b>	<b>78,598.50</b>	<b>140,928.00</b>	<b>207,517.15</b>	<b>0.00</b>	<b>2,479,789.65</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Pending
Subcontractor	Riccio			Suburban General	
Type of Work	Sewer		Pavement Markings	Sewer & Water	
Subcontract Price	604,312.00		3,400.00	31,294.85	
Amount Uncompleted	604,312.00		3,400.00	31,294.85	
Subcontractor	Gallagher				
Type of Work	Hot In Place Recycle				
Subcontract Price	247,953.00				
Amount Uncompleted	247,953.00				
Subcontractor	Seasonal				
Type of Work	Landscape				
Subcontract Price	104,146.00				
Amount Uncompleted	104,146.00				
Subcontractor	City Lights				
Type of Work	Eletrical				
Subcontract Price	22,915.00				
Amount Uncompleted	22,915.00				
Subcontractor					
Type of Work	Thermoplastic				
Subcontract Price	21,637.25				
Amount Uncompleted	21,637.25				
Subcontractor	Mackie				
Type of Work	Layout				
Subcontract Price	13,500.00				
Amount Uncompleted	13,500.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>1,014,463.25</b>	<b>0.00</b>	<b>3,400.00</b>	<b>31,294.85</b>	<b>0.00</b>

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20th day of June 2022

Michael D. Denault  
Notary Public

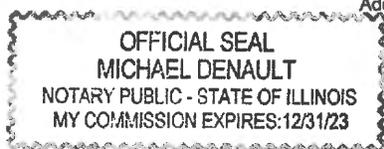
Type or Print Name Nick Distasio President  
Officer or Director Title

Signed [Signature]

My commission expires: 12-31-23

Company M & J Asphalt Paving Company, Inc.

(Notary Seal)



Address 3124 S. 60th Court  
Cicero, Illinois 60804



**Illinois Department  
of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability  
For the Letting of 22-00000-01-GM**

(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	5	6	7	8	Pending	
Contract Number						
Contract With	Village of Park Forest	Oswego Township	Village of McCook	Western Springs	City of Elmhurst	
Estimated Completion Date	10/31/2022	8/1/2022	8/1/2022	9/30/2022	10/15/2022	
Total Contract Price	107,700.00	535,353.00	259,990.50	1,079,107.40	235,245.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	107,700.00	535,353.00	259,990.50	1,079,107.40	235,245.00	5,746,343.15
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>5,746,343.15</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork		64,100.00	22,025.00	44,214.20		327,090.65
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving	107,700.00	48,000.00	94,700.00	498,140.00		1,913,093.30
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces		3,750.00	1,200.00	35,513.50		136,972.80
Highway,R.R. and Waterway Structures						
Drainage					22,020.00	23,590.00
Electrical						
Cover and Seal Coats						
Concrete Construction		380,000.00	63,500.00	219,448.50	198,675.00	1,591,636.20
Landscaping		3,050.00				6,884.90
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling			10,036.00	74,344.70		186,513.70
Demolition						
Pavement Markings (Paint)			500.00			1,963.50
Other Construction (List)		1,500.00	4,950.00			51,450.00
Prime Coat			16.50	126.50		579.50
Traffic Control		34,953.00	11,300.00	39,200.00	14,550.00	237,528.00
<b>Totals</b>	<b>107,700.00</b>	<b>535,353.00</b>	<b>208,227.50</b>	<b>910,987.40</b>	<b>235,245.00</b>	<b>4,477,302.55</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	5	6	7	8	Pending
Subcontractor			Seasonal		
Type of Work			Landscape	Landscape	
Subcontract Price			33,600.00	18,420.00	
Amount Uncompleted			33,600.00	18,420.00	
Subcontractor					
Type of Work			Thermoplastic	Thermoplastic	
Subcontract Price			2,750.00	4,768.00	
Amount Uncompleted			2,750.00	4,768.00	
Subcontractor			Emergia	Galaxy	
Type of Work			Sewer	Sewer	
Subcontract Price			9,113.00	128,307.00	
Amount Uncompleted			9,113.00	128,307.00	
Subcontractor			Road Fabrics	Road Fabrics	
Type of Work			Strip RCCT	LJS	
Subcontract Price			6,300.00	16,625.00	
Amount Uncompleted			6,300.00	16,625.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>0.00</b>	<b>0.00</b>	<b>51,763.00</b>	<b>168,120.00</b>	<b>0.00</b>

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20th day of June 2022

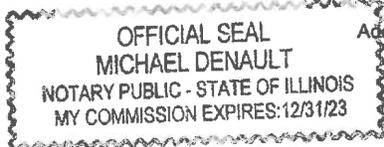
Michael Denault  
Notary Public

Type or Print Name Nick Distasio President  
Officer or Director

Signed [Signature]

My commission expires: 12-31-23

(Notary Seal)



Company M & J Asphalt Paving Company, Inc.  
Address 3124 S. 60th Court  
Cicero, Illinois 60804



**Special Provisions**



Print Form

Reset Form

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	22-00000-01-GM

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

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## DuPage County Prevailing Wage Rates posted on 4/26/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		45.90	46.90	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.85	41.96	1.5	1.5	2.0	2.0	14.42	12.61	0.00	0.82	
BOILERMAKER	All	BLD		52.61	57.34	2.0	2.0	2.0	2.0	6.97	22.34	0.00	1.40	
BRICK MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
CARPENTER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
CEMENT MASON	All	ALL		47.50	49.50	2.0	1.5	2.0	2.0	16.75	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		42.80	42.80	1.5	1.5	2.0	2.0	11.45	14.27	0.00	0.94	
COMMUNICATION TECHNICIAN	All	BLD		34.71	37.51	1.5	1.5	2.0	2.0	12.85	23.75	3.20	0.68	0.10
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10
ELECTRICIAN	All	BLD		41.83	46.08	1.5	1.5	2.0	2.0	12.85	27.00	6.85	0.95	0.10
ELEVATOR CONSTRUCTOR	All	BLD		60.42	67.97	2.0	2.0	2.0	2.0	15.87	19.31	4.83	0.64	
FENCE ERECTOR	NE	ALL		45.67	47.67	1.5	1.5	2.0	2.0	13.68	16.39	0.00	0.65	
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		47.60	49.10	1.5	2.0	2.0	2.0	14.99	23.55	0.00	1.43	
HEAT/FROST INSULATOR	All	BLD		51.80	54.91	1.5	1.5	2.0	2.0	14.42	15.36	0.00	0.82	
IRON WORKER	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		45.90	46.65	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
LATHER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		37.00	50.10	1.5	1.5	2.0	2.0	11.70	19.10	0.00	0.93	
MARBLE MASON	All	BLD		47.71	52.48	1.5	1.5	2.0	2.0	11.70	20.53	0.00	1.02	
MATERIAL TESTER I	All	ALL		35.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MATERIALS TESTER II	All	ALL		40.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MILLWRIGHT	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
OPERATING ENGINEER	All	BLD	1	53.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	2	52.30	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	3	49.75	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	

OPERATING ENGINEER	All	BLD	4	48.00	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	5	57.35	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	6	54.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	7	56.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	51.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	2	51.25	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	3	49.20	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	4	47.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	5	46.60	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	6	54.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	7	52.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
ORNAMENTAL IRON WORKER	E	ALL		52.13	54.63	2.0	2.0	2.0	2.0	14.23	23.99	0.00	1.25	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		49.30	51.30	1.5	1.5	1.5	2.0	19.08	4.15	0.00	1.10	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIIVER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
PIPEFITTER	All	BLD		52.00	55.00	1.5	1.5	2.0	2.0	11.60	21.85	0.00	2.92	
PLASTERER	All	BLD		48.60	51.52	1.5	1.5	2.0	2.0	11.70	20.98	0.00	1.02	
PLUMBER	All	BLD		52.80	55.95	1.5	1.5	2.0	2.0	16.45	16.75	0.00	1.47	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.58	14.56	0.00	0.96	
SHEETMETAL WORKER	All	BLD		51.83	54.42	1.5	1.5	2.0	2.0	11.22	19.08	0.00	1.45	2.46
SPRINKLER FITTER	All	BLD		52.25	55.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75	
STEEL ERECTOR	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
TERRAZZO FINISHER	All	BLD		44.54	44.54	1.5	1.5	2.0	2.0	11.45	16.64	0.00	0.97	
TERRAZZO MASON	All	BLD		48.38	51.88	1.5	1.5	2.0	2.0	11.45	18.10	0.00	1.00	
TILE MASON	All	BLD		49.75	53.75	1.5	1.5	2.0	2.0	11.45	17.98	0.00	1.02	
TRAFFIC SAFETY WORKER I	All	HWY		38.50	40.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRAFFIC SAFETY WORKER II	ALL	HWY		39.50	41.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRUCK DRIVER	All	ALL	1	40.06	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	2	40.21	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	3	40.41	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	4	40.61	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TUCKPOINTER	All	BLD		48.25	49.25	1.5	1.5	2.0	2.0	8.79	20.47	0.00	1.01	

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS AND  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

# RECURRING SPECIAL PROVISIONS



## Check Sheet for Recurring Special Provisions



Local Public Agency	County	Section Number
Village of Willowbrook	Cook	22-00000-01-GM

Check this box for lettings prior to 01/01/2022.

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

### Recurring Special Provisions

<u>Check Sheet #</u>		<u>Reference Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	1
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	4
3	<input checked="" type="checkbox"/> EEO	5
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	<input type="checkbox"/> Required Provisions - State Contracts	20
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	26
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	27
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	28
9	<input type="checkbox"/> Construction Layout Stakes	29
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	32
11	<input type="checkbox"/> Subsealing of Concrete Pavements	34
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	38
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	40
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	41
15	<input type="checkbox"/> Polymer Concrete	43
16	<input type="checkbox"/> PVC Pipeliner	45
17	<input type="checkbox"/> Bicycle Racks	46
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	48
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	50
20	<input type="checkbox"/> English Substitution of Metric Bolts	51
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	52
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	53
23	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	61
24	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	77
25	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment (A-1)	79
26	<input type="checkbox"/> Temporary Raised Pavement Markers	85
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	86
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	89
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	93
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	96
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	98
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	99

## LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Local Public Agency	County	Section Number
Village of Willowbrook	Cook	22-00000-01-GM

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

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	101
LRS 2	<input type="checkbox"/> Furnished Excavation	102
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	103
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	104
LRS 5	<input checked="" type="checkbox"/> Contract Claims	105
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	106
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	112
LRS 8	<b>Reserved</b>	118
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	119
LRS 10	<b>Reserved</b>	123
LRS 11	<input checked="" type="checkbox"/> Employment Practices	124
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	126
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	128
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	129
LRS 15	<input checked="" type="checkbox"/> Partial Payments	132
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	133
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	134
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	135
LRS 19	<input checked="" type="checkbox"/> Reflective Crack Control Treatment	136

## BDE SPECIAL PROVISIONS

For the April 29, 2022 and June 17, 2022 Lettings

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

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099	1	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
* 80274	2	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192	3	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	6	Blended Finely Divided Minerals	April 1, 2021	
80241	7	Bridge Demolition Debris	July 1, 2009	
50261	8	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	9	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	10	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	11	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80384	12	X Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	13	Completion Date (via calendar day)	April. 1, 2008	
80199	14	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	15	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	16	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261	17	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434	18	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan.1, 2021	
80029	19	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80229	20	X Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80433	21	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80422	22	High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
* 80443	23	High Tension Cable Median Barrier Removal	April 1, 2022	
* 80444	24	Hot-Mix Asphalt – Patching	April 1, 2022	
80442	25	Hot-Mix Asphalt – Start of Production	Jan.1, 2022	
80438	26	Illinois Works Apprenticeship Initiative – State Funded Contracts	Jun. 2, 2021	Sept. 2, 2021
80411	27	Luminaires, LED	April 1, 2019	Jan. 1, 2022
80045	28	Material Transfer Device	June 15, 1999	Jan. 1, 2022
80418	29	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1,2020
80430	30	X Portland Cement Concrete – Haul Time	July 1, 2020	
34261	31	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80395	32	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	33	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127	34	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	35	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	36	X Subcontractor Mobilization Payments	Nov. 2, 2017	April 1,2019
80437	37	X Submission of Payroll Records	April 1, 2021	
80435	38	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
80410	39	Traffic Spotters	Jan. 1, 2019	
20338	40	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80318	41	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	42	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	43	X Vehicle and Equipment Warning Lights	Nov. 1, 2021	
80440	44	Waterproofing Membrane System	Nov. 1 2021	
80302	45	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	46	X Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	47	X Working Days	Jan. 1, 2002	

The following special provisions are in the 2022 Standard Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80425	Cape Seal	Sections 405, 1003	Jan. 1, 2020	Jan. 1, 2021
80387	Contrast Preformed Plastic Pavement Marking	Articles 780.08, 1095.03	Nov. 1, 2017	
80402	Disposal Fees	Article 109.04(b)	Nov. 1, 2018	
80378	Dowel Bar Inserter	Articles 420.03, 420.05, 1103.20	Jan. 1, 2017	Jan. 1, 2018
80421	Electric Service Installation	Articles 804.04, 804.05	Jan. 1, 2020	
80415	Emulsified Asphalts	Article 1032.06	Aug. 1, 2019	
80423	Engineer's Field Office and Laboratory	Section 670	Jan. 1, 2020	
80417	Geotechnical Fabric for Pipe Underdrains and French Drains	Articles 1080.01(a), 1080.05	Nov. 1, 2019	
80420	Geotextile Retaining Walls	Article 1080.06(d)	Nov. 1, 2019	
80304	Grooving for Recessed Pavement Markings	Articles 780.05, 780.14, 780.15	Nov. 1, 2012	Nov. 1, 2020
80416	Hot-Mix Asphalt – Binder and Surface Course	Sections 406, 1003, 1004, 1030, 1101	July 2, 2019	Nov. 1, 2019
80398	Hot-Mix Asphalt – Longitudinal Joint Sealant	Sections 406, 1032	Aug. 1, 2018	Nov. 1, 2019
80406	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Sections 406, 1030	Jan. 1, 2019	Jan. 2, 2021
80347	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Sections 406, 1030	Nov. 1, 2014	July 2, 2019
80383	Hot-Mix Asphalt – Quality Control for Performance	Sections 406, 1030	April 1, 2017	July 2, 2019
80393	Manholes, Valve Vaults, and Flat Slab Tops	Articles 602.02, 1042.10	Jan. 1, 2018	Mar. 1, 2019
80424	Micro-Surfacing and Slurry Sealing	Sections 404, 1003	Jan. 1, 2020	Jan. 1, 2021
80428	Mobilization	Article 671.02	April 1, 2020	
80412	Obstruction Warning Luminaires, LED	Sections 801, 822, 1067	Aug. 1, 2019	
80359	Portland Cement Concrete Bridge Deck Curing	Articles 1020.13, 1022.03	April 1, 2015	Nov. 1, 2019
80431	Portland Cement Concrete Pavement Patching	Articles 701.17(e)(3)b, 1001.01(d), 1020.05(b)(5)	July 1, 2020	
80432	Portland Cement Concrete Pavement Placement	Article 420.07	July 1, 2020	
80300	Preformed Plastic Pavement Marking Type D - Inlaid	Articles 780.08, 1095.03	April 1, 2012	April 1, 2016
80157	Railroad Protective Liability Insurance (5 and 10)	Article 107.11	Jan. 1, 2006	
80306	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Section 1031	Nov. 1, 2012	Jan. 2, 2021
80407	Removal and Disposal of Regulated Substances	Section 669	Jan. 1 2019	Jan. 1, 2020
80419	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Articles 280.02, 280.04, 1080.02, 1080.03, 1081.15	Nov. 1, 2019	July 1, 2021
80408	Steel Plate Beam Guardrail Manufacturing	Article 1006.25	Jan. 1, 2019	
80413	Structural Timber	Article 1007.03	Aug. 1, 2019	
80298	Temporary Pavement Marking	Section 703, Article 1095.06	April 1, 2012	April 1, 2017
80409	Traffic Control Devices – Cones	Article 701.15(a), 1106.02(b)	Jan. 1, 2019	
80288	Warm Mix Asphalt	Sections 406, 1030, 1102	Jan. 1, 2012	April 1, 2016
80414	Wood Fence Sight Screen	Article 641.02	Aug. 1, 2019	April 1, 2020

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

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

## COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

80384

### **CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

Revised: November 1, 2014

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

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

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

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

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

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

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

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

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of

work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

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

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

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

80261

### **FUEL COST ADJUSTMENT (BDE)**

Effective: April 1, 2009

I Revised: August 1, 2017

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered

construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

(3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

(4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.

(5) Category E: Structures. Structure items having a cumulative bid price that exceeds

\$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units

Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B — Subbase and Aggregate Base courses	0.62	gal / ton
C — HMA Bases, Pavements and Shoulders	1.05	gal / ton
D — PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E — Structures	8.00	gal / \$1000

Metric Units

Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B — Subbase and Aggregate Base courses	2.58	liters / metric ton
C — HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D — PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E — Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
B	sq yd to ton	0.057 ton / sq yd / in depth
	sq m to metric ton	0.00243 metric ton / sq m / mm depth

C	sq yd to ton	0.056 ton / sq yd / in depth
	sq m to metric ton	0.00239 m ton / sq m / mm depth
D	sq yd to cu yd	0.028 cu yd / sq yd / in depth
	sq m to cu m	0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

$$CA = (FPI_p - FPI_L) \times FUF \times Q$$

Where: CA = Cost Adjustment, \$  
 FPI<sub>p</sub> = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)  
 FPI<sub>L</sub> = Fuel Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/gal (\$/liter)  
 FUF = Fuel Usage Factor in the pay item(s) being adjusted  
 Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Basis of Payment. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the FPIL and FPI<sub>p</sub> in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(FPIL - FPI_p) + FPIL\} \times 100$$

Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

80229

## **PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)**

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

“(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge, °F (°C)	Maximum Haul Time <sup>1/</sup> (minutes)	
	Truck Mixer or Truck Agitator	Nonagitator Truck
50 - 64 (10 - 17.5)	90	45
> 64 (> 17.5) - without retarder	60	30
> 64 (> 17.5) - with retarder	90	45

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.”

80430

### **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

80391

**SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read: “3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/LawsRules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL.”

80437

**VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. The lights shall be in operation while the vehicle is engaged in construction operations.”

80439

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

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

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

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

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

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

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each

Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

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

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

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

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

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

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

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

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

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

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

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

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

80427

### **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 25 working days.

80071

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

**VILLAGE OF WILLOWBROOK**

**NOVOTNY ENGINEERING**

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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
COOPERATION WITH UTILITIES

Effective: January 1, 1999  
Revised: January 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Replace Article 105.07 of the Standard Specifications with the following:

**“105.07 Cooperation with Utilities.** The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner. When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed

to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

**PUBLIC CONVENIENCE AND SAFETY (DIST 1)**

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

**TRAFFIC CONTROL PLAN (D1)**

Effective: September 30, 1985

Revised: January 1, 2007

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

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

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

**STANDARDS:**

701501-06

**SPECIAL PROVISIONS:**

Maintenance of Roadways  
Work Zone Traffic  
Flaggers in Work Zones

**DETAILS:**

TC-10 Traffic Control and Protection for Side Roads,  
Intersections and Driveways  
TC-13 District One Typical Pavement Markings

**HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)**

Effective: November 1, 2019

Revised: December 1, 2021

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 <sup>1/</sup>
	SMA 12.5 <sup>2/</sup>	CA 13 <sup>4/</sup> , CA 14, or CA 16
	SMA 9.5 <sup>2/</sup>	CA 13 <sup>3/4/</sup> or CA 16 <sup>3/</sup>
	IL-9.5	CA 16, CM 13 <sup>4/</sup>
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Supplemental Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent.”

Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

“Item	Article/Section
(g)Performance Graded Asphalt Binder (Note 6)	1032
(h)Fibers (Note 2)	

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein..”

Revise table in Article 1030.05(a) of the Standard Specifications to read:

"MIXTURE COMPOSITION (% PASSING) <sup>1/</sup>												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 <sup>6/</sup>	90	100
#8 (2.36 mm)	20	42	16	24 <sup>4/</sup>	16	32 <sup>4/</sup>	34 <sup>5/</sup>	52 <sup>2/</sup>	45	60 <sup>6/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4.0	6.0	4.0	6.5	7.0	9.0 <sup>3/</sup>
#635 (20 μm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing.”

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 <sup>1/</sup>		18.5			
SMA-12.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
SMA-9.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .
- 4/ Applies when specific gravity of coarse aggregate is  $< 2.760$ .
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Add after third sentence of Article 1030.09(b) to read:

“If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 <sup>1/</sup>	V <sub>D</sub> , P, T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	V <sub>S</sub> , T <sub>B</sub> , T <sub>F</sub> , O <sub>T</sub>	As specified in Section 1030
IL-4.75 and SMA <sup>3/ 4/</sup>	T <sub>B</sub> , 3W, O <sub>T</sub>	T <sub>F</sub> , 3W	As specified in Section 1030
Mixtures on Bridge Decks <sup>2/</sup>	T <sub>B</sub>	T <sub>F</sub>	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T<sub>B</sub>), and/or three-wheel (3W) rollers for breakdown, except one of the (T<sub>B</sub>) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T<sub>B</sub>) or (3W) rollers can be substituted for an oscillatory roller (O<sub>T</sub>). T<sub>F</sub> rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T<sub>B</sub> rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T<sub>B</sub> rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver.”

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G<sub>mb</sub>.”

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

“A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is constructed, the Contractor shall collect and split the mixture according to the document “Hot-Mix Asphalt Test Strip Procedures”. The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document “Hot-Mix Asphalt Mixture Design Verification Procedure” Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production.”

## FRICITION AGGREGATE (D1)

Effective: January 1, 2011

Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

**“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L  SMA Binder	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>

Use	Mixture	Aggregates Allowed	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup>	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone		
HMA High ESAL	E Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> : Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag  No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
75% Crushed Gravel <sup>2/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag		

Use	Mixture	Aggregates Allowed	
HMA High ESAL	F Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel <sup>2/</sup> or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80.”

**GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D1)**

Effective: June 26, 2006

Revised: December 1, 2021

Add the following to the end of article 1032.05 of the Standard Specifications:

“(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)

Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min.	65	65
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Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm)	95 ± 5
No. 50 (300 μm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

“A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent.”

## DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- (i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) ..... 1030
- (j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)”

Revise Article 603.07 of the Standard Specifications to read:

**“603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting ± 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer’s specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03.”

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

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

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

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

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

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

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor's or Subcontractor's work performed on this project, and shall not be responsible for the Contractor's or Subcontractor's means, methods, techniques, sequences or procedures, timely performance, safety

programs and/or precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under these Contract documents.

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

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

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

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- (b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- (c) That, in all solicitations or advertisements, for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, natural origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service;
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
- (e) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations;
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations;

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

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

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

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part is utilized in the performance of any one or more Contracts; or,
- (b) under which any portion of the Contractor's obligations under any one or more Contracts, if performed, undertaken, or assumed.

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

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

**NOTICE TO PROCEED:** Unless otherwise notified in writing by the Owner or the Engineer, the Contractor's "Notice to Proceed" with the work shall be the receipt of a fully executed copy of the Contract Document, after which the Contractor shall have ten (10) calendar days to mobilize and begin work in accordance with Article 108.03 of the Standard Specifications.

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

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

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

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

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

**GUARANTEE OF WORK:** Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the Engineer, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

To insure compliance with this provision, the Contract Bond shall remain in effect for a period of one (1) year from the date of final acceptance, which shall be defined as the date of the final payment estimate.

The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the Contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty or the one (1) year follow up warranty noted above, and shall be enforceable within the Statute of Limitation period as prescribed by law. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

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

The Contractor shall contact the Owners of all public and private utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the Contractor in connection with

making arrangements shall be borne by the Contractor and considered incidental to the Contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

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

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

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

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

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

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

Safety Regulations. The Contractor is responsible for carrying out all safety and health regulations on the job site for his own respective agents and employees and to insure the safety of the general public.

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

**CONSTRUCTION LAYOUT MATERIALS:** Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his expense, a sufficient quantity of staking materials, including stakes, lath, paint, etc., to adequately stake out line and grade for the proposed improvements. These materials shall be furnished prior to the beginning of construction and the Contractor shall provide sufficient time for the Engineer to properly stake all various units of construction. All staking and marking will be done on offset lines on permanently paved surfaces or stakes at the Engineer's option within the public right-of-way, and it will be the Contractor's responsibility to transfer the grades to the actual line of construction. Failure to provide the necessary materials will result in a delay in starting the project, which will count against the time allowed to complete the project.

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

**SHOP DRAWINGS:** Shop drawings shall be submitted for metal fabrication items such as bridges, meter vaults, etc. All shop drawings shall be approved by the Contractor prior to submittal to the Engineer for review. The Engineer shall not approve the shop drawings; it shall be the Contractor's responsibility to provide the necessary labor and material to comply with the Contract provisions.

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

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

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

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

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

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

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

- a) The Contractor must certify that it is not barred from contracting with any unit of state or local government, as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of the Criminal Code of 1961, 720 ILCS 5/22E-1 through 5/33E-13.
- b) The Contractor must certify that pursuant to 65 ILCS 5/11-42.1-1, the Contractor it is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.
- c) The Contractor must certify compliance pursuant to 30 ILCS 580/1, et seq., ("Drug-Free Workplace Act"), and require that all Subcontractors furnish Certifications of Compliance with this Act.
- d) The Contractor must certify compliance pursuant to 775 ILCS 5/2-105(A)(4) "Sexual Harassment Policy Certification."
- e) The Contractor must certify compliance pursuant to P.A. 95-0635 of the Substance Abuse Prevention on Public Works Act and require that all Subcontractors furnish Certifications of Compliance with this Act.

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

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

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

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

**TAXES:** If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax-Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner,

pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project. Bids shall be calculated accordingly.

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

**FINAL WAIVER OF LIEN**

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

City # \_\_\_\_\_  
Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

**WHEREAS** the undersigned has been employed by \_\_\_\_\_  
to furnish \_\_\_\_\_  
for the premises known as \_\_\_\_\_  
of which \_\_\_\_\_ is the Owner.

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

Given under \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
Signature and Seal: \_\_\_\_\_

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal  
affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner  
should sign and designate himself as partner.

**CONTRACTOR'S AFFIDAVIT**

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

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is \_\_\_\_\_  
\_\_\_\_\_ of the \_\_\_\_\_  
who is the Contractor of the \_\_\_\_\_ work on the  
building located at \_\_\_\_\_  
owned by \_\_\_\_\_.

That the total amount of the Contract including extras is \$ \_\_\_\_\_ of which he has received payment of \$ \_\_\_\_\_ prior to this payment.  
That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity  
of said waivers. That the following are the names of all parties who have furnished material or labor or both for said work and all parties having  
Contracts or Subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become  
due to each, and that the items mentioned include all labor and material required to complete said work according to Plans and Specifications.

	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	PAYMENT	BALANCE DUE
LABOR AND MATERIAL TO COMPLETE					

That there are no other Contracts for said work outstanding, and there is nothing due or to become due to any person for materials, labor  
or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**\*SPECIAL PROVISION\***

**LOCATION OF IMPROVEMENT**

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Sunset Ridge Road	852 FT	0.161	Tremont Road	Raleigh Road
Hill Road	840 FT	0.159	Tremont Road	Raleigh Road
Tremont Road	560 FT	0.106	Hill Road	Sunset Ridge Road
Wesley Road	652 FT	0.123	Hill Road	Sunset Ridge Road
Briar Road	635 FT	0.120	Hill road	Sunset Ridge Road
Raleigh Road	563 FT	0.106	Hill Road	Sunset Ridge Road
Oxford Road	280 FT	0.053	Waterford Drive	Hill Road
Rogers Farm Road	113 FT	0.021	Raleigh Road	Garfield Avenue

**DESCRIPTION OF WORK:** These improvements include HMA surface removal; curb and gutter spot repairs; PC concrete, brick and HMA driveway spot repairs; PC concrete sidewalk spot repairs; HMA level binder and surface course installation; drainage structure adjustments; and topsoil, seed or sod parkway restoration.

At all times, areas under construction shall be properly barricaded and protected to insure maximum safety. Traffic Control Standards and Special Provisions included in these bid documents shall be strictly enforced during applicable stages of construction.

**CONTRACT DELETIONS:** Should the Contract price be in excess of the amount included in the Village budget for funding this project. This provision shall be in accordance with Section 104.02 of the Standard Specifications for Road and Bridge Construction, except that the Village reserves the right to determine the extent of the deletion. The Contractor will be advised, in writing, in advance of the beginning of construction, as to what locations will be deleted, and shall accept payment at the Contract unit prices for work that is otherwise included in the Contract.

**UNCONTAMINATED SOIL CERTIFICATION**

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation, Forms LPC-663 or LPC-662 will be prepared and provided by the Owner and submitted to the Contractor at the time of the Preconstruction Meeting. All costs for the preparation of this form to certify that the soil is uncontaminated soil and is within acceptable pH ranges will be paid for by the Owner (Village of Willowbrook).

## **\*SPECIAL PROVISION\***

### **LIMITS OF CONSTRUCTION (PAVING OPERATIONS)**

The Public Services Foreman and/or Village Engineer shall mark the limits of paving operations. This includes all pavement removal and patching limits at the start I end of the project and at side street radii, etc.

*The Village of Willowbrook reserves the right to delete or amend quantities of any portion of the project if it is in the best interest of the Village to do so, including that of financial budgeting. Any portion deleted or amended from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.*

### **SIGN AND MAILBOX RELOCATE**

The CONTRACTOR may remove and replace all street signs and mailboxes located in or near the construction zone. The CONTRACTOR shall be responsible for replacing at his expense any signs or mailboxes damaged during construction and the operation of removing and replacing any signs or mailboxes. The removal and replacement of all existing signs and mailboxes within the construction limits shall not be paid for separately but shall be included in the cost of the contract. All work must comply with the most recent version the Federal Highway Administrations MUTCD.

### **MAINTENANCE OF ROADWAYS**

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

The work involved in maintaining the existing pavement will not be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions. Traffic control and protection will be paid for as stated in the contract. No construction activity shall begin until all proper signs and barricades have been installed. All driveways must have access each night except during driveway apron removal and replacement process. In the event a driveway is not open at the end of the workday, \$500 per incident will be deducted from monies due to the contractor.

The CONTRACTOR shall not prime coat any streets overnight. In the event the CONTRACTOR does prime coat a street the night before paving, a \$1,000.00 per incident will be deducted from monies due to the CONTRACTOR.

No garbage shall be disposed of by the CONTRACTOR on the project site. In the event the CONTRACTOR does dispose of garbage on the project site a \$500.00 per incident will be deducted from monies due to the CONTRACTOR.

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

## **\*SPECIAL PROVISION\***

### **PUBLIC CONVENIENCE AND SAFETY**

In addition to the requirements of Article 107.09 of the STANDARD SPECIFICATIONS, and (Dist. 1) SPECIAL PROVISIONS, the CONTRACTOR shall maintain entrances and side roads along the proposed improvements; interference with the traffic movements and inconvenience to the owners of abutting property and public shall be kept to a minimum. The costs associated with any delays or inconveniences caused by the CONTRACTOR by complying with these requirements shall be considered as included with the price of the contract and no additional compensation will be allowed.

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

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

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

The CONTRACTOR will not be allowed to close any street to through travel without the prior approval of the VILLAGE. The CONTRACTOR will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances to guarantee the safety of motorists and pedestrians during construction. This work will not be paid for separately but shall be considered as included with the Contract, and no additional compensation will be allowed.

### **MISCELLANEOUS SAW-CUTTING**

Whenever the new work will meet existing conditions other than lawn areas, regardless of whether it is asphalt or concrete, the existing adjacent pavement or curb shall be saw-cut to provide a neat joint. The saw-cut shall be in a straight line sufficiently deep so that it renders a smooth vertical face to match to. All saw cutting shall be considered incidental to the cost to the adjacent items of new work.

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. Any additional quantity of new work required as a result of additional removal caused by improper saw cutting will not be paid for.

### **DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIALS**

The Contractor shall be responsible for removal and disposal of all waste material, asphalt, concrete, stone, dirt, or debris generated in the course of the work.

The contractor shall load the removed pieces of curb and gutter, sidewalk, driveway, and street pavements, etc., directly onto trucks, haul it away, and dispose of it. The temporary storing of excavated materials on the parkways, and re-handling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide for one. The stockpiling of excavated or backfill material within the roadway overnight shall not be permitted.

## **\*SPECIAL PROVISION\***

### **QUALITY CONTROL**

The Village of Willowbrook will collect tickets for all material utilized on the project on a daily basis or as directed by the Engineer.

### **NOTIFICATION OF POLICE AND FIRE DEPARTMENTS**

The Contractor shall advise the Police and Fire Departments daily as to what streets will be under construction and what streets, if any, are to be closed so that they can reroute their emergency vehicles.

### **COMPLIANCE WITH CODES**

It is the responsibility of the Contractor to whom this Contract is awarded to familiarize himself and comply with the contents of the Occupational Safety and Health Act (OSHA), codes and ordinances adopted by and in effect by Federal, State, County, Township, and Village Governmental Bodies, and any other governmental agencies at any level having jurisdiction over this area and this type of work. Any additional costs resulting from compliance with these codes shall be considered incidental to the Contract.

### **STREET CLEANING**

If the CONTRACTOR fails to clean the pavement, sidewalk or parkways on or adjacent to the section under construction to the satisfaction of the ENGINEER at any time during the contract, the ENGINEER will notify the CONTRACTOR at which time the CONTRACTOR will have 24 hours to respond.

If the CONTRACTOR fails to respond within 24 hours an amount of \$500.00 per incident will be deducted from any monies due the CONTRACTOR

### **VANDALISM**

Special attention is called to Article 107.30 of the STANDARD SPECIFICATIONS. Any defaced work shall be corrected or replaced by the CONTRACTOR at his sole expense prior to final payment. The VILLAGE shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage.

### **COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, TYPE M-3.12(SPECIAL)**

Description. This work shall consist of removal and satisfactory disposal of all existing Combination Concrete Curb and Gutter, the construction of new combination concrete curb and gutter, Type M-3.12 specified including all necessary excavation, embankment and sub-base granular material as shown in the details herein and in accordance with Sections 440, 606, 202, and 311 of the Standard Specifications and as specified herein. Refer to the detail BD-24 for Curb and Gutter Removal and Replacement as applicable.

Construction Requirements.

#### *Removal of Existing Curb*

In addition to the requirements of Article 440.02 of the Standard Specifications the Contractor will be

**\*SPECIAL PROVISION\***

**COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, TYPE M-3.12(SPECIAL), CONT'D**

prohibited from using a pavement breaker or other highly destructive means as defined by the Engineer for removing Combination Concrete Curb and Gutter. **Prior to the removal of the existing combination concrete curb and gutter the adjacent edge of pavement shall be sawcut full-depth.** All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area. *Any existing sprinkler systems damaged during the course of the work shall be repaired by the Contractor at no expense to the Owner.*

*Curb Replacement*

In addition to the requirements of Article 606.06 of the Standard Specifications the Contractor shall excavate all material necessary to build the proposed curb and gutter and proposed subbase in accordance with Section 202 of the Standard Specifications. **The proposed sub base of the new curb and gutter shall be compacted Subbase Granular Material, Type B (4" of CA-6 stone) as shown on the plans (see attached detail)** in accordance with Section 311 of the Standard Specifications. Backfill behind the proposed back of curb shall be in accordance with Section 205 of the Standard Specifications.

Expansion joints shall be three quarter inch (3/4") preformed bituminous expansion joint with two (2) No. 6 epoxy coated smooth dowel bars (3/4" dia. x 18" long) with grease caps that shall be placed every seventy-five feet (75'), five feet (5') either side of drainage structures, point of curvatures (p.c.'s), radius points and back of cul-de-sacs. When expansion joints are constructed adjacent to existing curb and gutter the existing curb shall be drilled and two (2) No. 6 epoxy coated smooth dowel bars (3/4" x 18" long) epoxied in place and shall be installed four inches (4") from bottom of curb. Grease caps shall be placed on the side of the new curb and gutter shall have a pinched stop that will provide a minimum one-inch (1") expansion. For curb and gutter constructed over utility trenches, two (2) reinforcing No. 4 bars shall be installed continuously (10' min. in length) through the curb and gutter, centered over the trench (3" min. from the bottom).

Contraction joints shall be placed at a maximum spacing of 15 feet. Contractor shall use full forms on both sides of the patch - 9" min. at edge of pavement and either 12" or 15" min. at back of curb.

New curb and gutter shall be placed within 72 hours of removal of existing concrete curb and gutter. The contractor must also install curb and gutter adjacent to streets to be resurfaced this year prior to paving the HMA. Failure by the Contractor to place the new curb and gutter within this timeframe shall cause for the Engineer to stop work on the project until the curb and gutter is placed.

Any existing pavement removed adjacent to the new curb and gutter shall be replaced with Class SI concrete. The concrete will be brought to an elevation of 3" below the gutter flag and as directed by the Engineer and/or Public Services Foreman. The material shall be placed carefully and independently of the curb and gutter section, and only after all debris has been removed from the hole. Where depressed curb is required, the contractor shall transition from regular curb and gutter with a 3' taper. This operation shall be completed within 3 days after the curb forms are stripped and *shall be included with this pay item.*

**Method of Measurement and Basis of Payment.** Combination concrete curb and gutter Type M-3.12 and all required removal and disposal of existing curb and gutter, excavation for curb and gutter cross-section, new compacted Subbase Granular Material, Type B (4" of CA-6 stone) Class SI concrete, steel dowels and rebar, expansion joints, surrounding landscape restoration and backfill necessary to construct the work as shown on the plans and as specified herein shall be measured and paid for at the contract unit price per foot for **COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, TYPE M-3.12 (SPECIAL).**

**\*SPECIAL PROVISION\***

**SIDEWALK REMOVAL (SPECIAL)**

**PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, 5 INCH (SPECIAL)**

**Description.** This work shall consist of satisfactory removal and disposal of existing sidewalk and constructing Portland Cement Concrete Sidewalk and sidewalk accessibility ramps on a prepared subgrade. This work shall be performed in accordance with Sections 440, 311 and 424 of the Standard Specifications and as specified herein.

**Construction Requirements.** Sidewalks shall be placed on four (4") inches of new compacted Subbase Granular Material, Type B (CA-6 gradation). The sidewalk width shall be five (5") inches in thickness and all sidewalk shall be a minimum of four (4') feet in width.

Expansion joints of the thickness specified below shall consist of preformed joint filler. The top of the joint shall be placed 1/4 in. below the surface of the sidewalk.

- **1/2 in. Thick Expansion Joints.** Expansion joints 1/2 in. thick shall be placed between the sidewalk and all structures such as light standards, traffic light standards, buildings, traffic poles and subway columns, which extend through the sidewalk.
  
- **3/4 in. Thick Expansion Joints.** Transverse expansion joints 3/4 in. thick shall be placed at intervals of not more than 50 feet in the sidewalk. Where the sidewalk is constructed adjacent to pavement or curb having expansion joints, the expansion joints in the sidewalk shall be placed in line with the existing expansion joints as nearly as practicable. Expansion joints shall also be placed where the sidewalk abuts existing sidewalks, parking lot pavement, between driveway pavement and sidewalk, and between sidewalk accessibility ramps and curbs where the ramp abuts a curb.

All contraction joints shall be no greater than five feet (5').

Curb ramps shall be constructed according to the ADAAG, the Illinois Accessibility code, and as shown on the plans. Curb ramps shall be constructed to the same thickness as the adjacent sidewalk with a ***minimum thickness of five (5") inches.***

**Method of Measurement and Basis of Payment.** Portland cement concrete sidewalk will be measured for payment in place, and the area computed in square feet. This work will be paid for at the contract unit price per square foot for **SIDEWALK REMOVAL (SPECIAL)** and **PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH (SPECIAL)**, which price shall include all required removal and disposal of existing sidewalk and debris, expansion joints, steel dowels, contraction joints, all required excavation for the sidewalk cross-section, new compacted Subbase Granular Material Type B (4" CA-6 stone), surrounding landscape restoration and any necessary root pruning.

**DRAINAGE STRUCTURES TO BE ADJUSTED**

This work shall consist of adjusting existing curb-line drainage structure frames and grates to the combination concrete curb and gutter replacement elevations as directed by the Engineer. All works shall be done in accordance with applicable portions of Sections 602 of the "Standard Specifications".

This work will be paid for at the Contract unit price per each for **DRAINAGE STRUCTURES TO BE ADJUSTED.**

## **\*SPECIAL PROVISION\***

### **HOT-MIX ASPHALT SURFACE REMOVAL, 2"**

This work shall consist of grinding and removing the existing asphalt pavement as specified on the plans and in accordance with Section 440 of the Standard Specifications.

This item of work will also be utilized in variable depths as follows:

*Joints at paving termini, intersections:*

The start/ end locations of the project and at intersections will be milled to provide a smooth surface joint at the limits of the work where the new surface is to meet the existing pavement. This milling will be 3" deep at a distance of ten (10) feet from the paving termini and taper to meet the existing pavement. All joints to be constructed shall be neatly saw cut. Prior to the installation of the final HMA surface course, the remaining existing pavement shall then be removed to a depth of 3" up to paving termini. The cost of jack-hammering, chipping, hand work, saw cutting and cleaning is included in the pay item, **HOT-MIX ASPHALT SURFACE REMOVAL, 2"**

This item of work will be measured and paid for at the contract unit price per SQUARE YARD (SY) for **HOT-MIX ASPHALT SURFACE REMOVAL, 2"**.

### **HOT-MIX ASPHALT SURFACE REMOVAL, BUTT JOINTS**

This work shall consist of grinding and removing the existing asphalt pavement as specified on the plans and in accordance with Section 440 of the Standard Specifications.

*Butt Joints:*

Butt joints shall be constructed the entire width of the road at all intersections, approaches, entrances and paved driveways. In the opinion of the ENGINEER, the butt joint shall provide a smooth transition between existing pavement and the improved surface. The CONTRACTOR'S work shall conform to section **406.09 Butt Joints** of the STANDARD SPECIFICATIONS for Road and Bridge Construction.

### **DETECTABLE WARNINGS**

Detectable warnings shall consist of a surface of truncated domes meeting the requirements of the ADAAG and the details shown on the plans. Detectable warnings shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface.

All detectable warnings shall use Cast in Place Detectable/Tactile Warning Surface Tiles.

The product or method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to use.

- Manufacturer's certification stating the product is fully compliant with the ADAAG.
- Manufacturer's five-year warranty.

## **\*SPECIAL PROVISION\***

### **DETECTABLE WARNINGS. CONT'D**

- Manufacturer's specifications stating the required materials, equipment, and installation procedures.

Products that are colored shall be colored their entire thickness. The materials, equipment, and installation procedures used shall be according to the manufacturer's specifications.

### **WEIGHING BITUMINOUS MIXTURES**

**Description:** Bituminous mixtures incorporated into this project, which are paid for by weight or by square yard, shall be weighed by one of the following methods:

- 1) Truck scales, surge bin scales, or surge bin hopper scales that are equipped with an automatic printer.
- 2) Bituminous mixtures produced by a batch-type mixing plant may be measured by either weighing the mixtures on approved platform scales equipped with automatic printers or on the basis of batch weights when surge or storage bins are not used.

Belt scales are not acceptable for determining pay weights.

The automatic printer shall be an integral part of the scale equipment or the scale and printer shall be directly connected, so that manual entry of weights is prohibited, except as described in Number 1 below.

- 1) If the platform scale equipment measures gross weight, the printer will record the gross weight as a minimum. Tare and net weights will be shown on weight tickets and may be printed automatically or entered manually.
- 2) If the scale equipment on a platform scale zeros out the truck tare automatically, the printer must record the net weight as a minimum.
- 3) If the scale equipment on a surge bin weigh hopper zeros automatically after discharging each batch, the printer must record the net weight as a minimum.
- 4) If the scale equipment on surge bins automatically shuts down the feed system and weighs the amount in the silo before and after discharge, the printer must record the net weight as a minimum.

The automatic printer shall produce a weight ticket in triplicate. Weights shall be shown in pounds or to the nearest one hundredth ton.

The Contractor shall provide the Engineer with copies of the current Department of Agriculture scale certification upon request.

Any tickets for bituminous mixtures delivered to this project, which do not meet the above requirement, will not be accepted for payment, unless written permission is obtained from the Engineer.

The Village may require the contractor to reweigh any trucks to verify the ticket weight at any time during the job at a certified scale. All truckloads shall be within the tolerable limits of the scales and shall be legal.

**\*SPECIAL PROVISION\***

**RESTORATION OF WORK AREAS**

Any existing sprinkler systems damaged during the course of the work shall be repaired by the Contractor at no expense to Owner.

Any concrete, hot-mix asphalt, gravel, and brick paver driveways and/or sidewalks damaged during the course of the work shall be repaired by the Contractor at no expense to Owner.

**\*SPECIAL PROVISION\***

**PROOF ROLLING**

**Description:** This work shall consist of the Contractor furnishing various labor and equipment necessary to proof roll the existing base in order to assist the Engineer in determining the performance of the existing base and the extent of patching that might be necessary.

As a minimum, the Contractor will be required to furnish a fully-loaded dump truck having a gross weight of not less than 60,000 lbs., a driver, and supervisory personnel to accompany the Engineer and/or representatives of the Owner to walk the entire length of the project, up and back, for a complete visual evaluation. At the time of the proof roll, the Engineer will mark various sections for patching. Any areas of pavement failure shall be removed as directed and paid for under the item of "CLASS D PATCHES", of the type and depth specified. No base will be allowed to be subsequently resurfaced without being proof rolled and approved by the Engineer and the Owner's representative.

**Basis of Payment:** This work will not be paid for separately, but shall be considered incidental to the Contract. The Contractor shall furnish these services for as long as required by the Engineer to evaluate the entire limits of the project.

PVG.16

**\*SPECIAL PROVISION\***

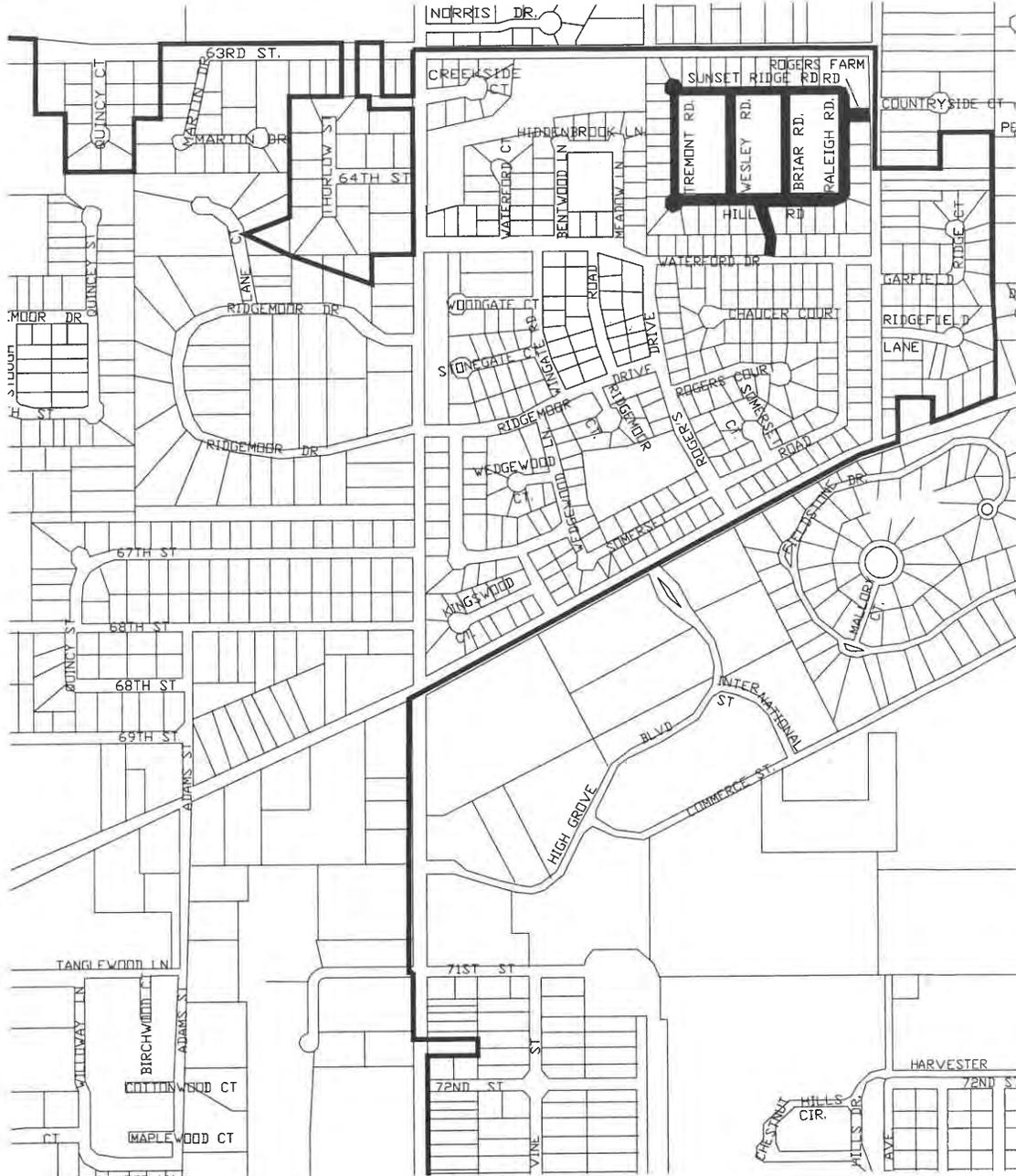
**BRICK DRIVEWAY PAVEMENT REMOVAL AND REINSTALLATION**

**Description:** This work shall be performed by a professional brick paver installer, and shall consist of all labor and materials required to remove and reinstall existing driveway brick pavers for the construction of the proposed combination concrete curb and gutter, at locations as shown on the Plans. The Contractor shall take care during the curb and gutter removal operation such that existing brick pavers are not damaged and can be reinstalled. The Contractor shall furnish any extra pavers and sand screenings needed to complete the replacement as required. The resultant finished brick driveway pavement shall meet with the satisfaction of the homeowner and Engineer.

**Basis of Payment:** This work shall be paid for at the Contract unit price per square yard for **BRICK DRIVEWAY PAVEMENT REMOVAL AND REINSTALLATION**, which price shall be payment in full for all work as specified.

# VILLAGE OF WILLOWBROOK, ILLINOIS

2022 MFT SECTION NO. 22-0000-01-GM  
(ROGER'S FARMS SUBDIVISION - 2022 ROAD PROJECT)



CURB AND SIDEWALK  
REMOVAL AND REPLACEMENT TO BE  
MARKED IN FIELD BY ENGINEER  
PRIOR TO START OF CONSTRUCTION

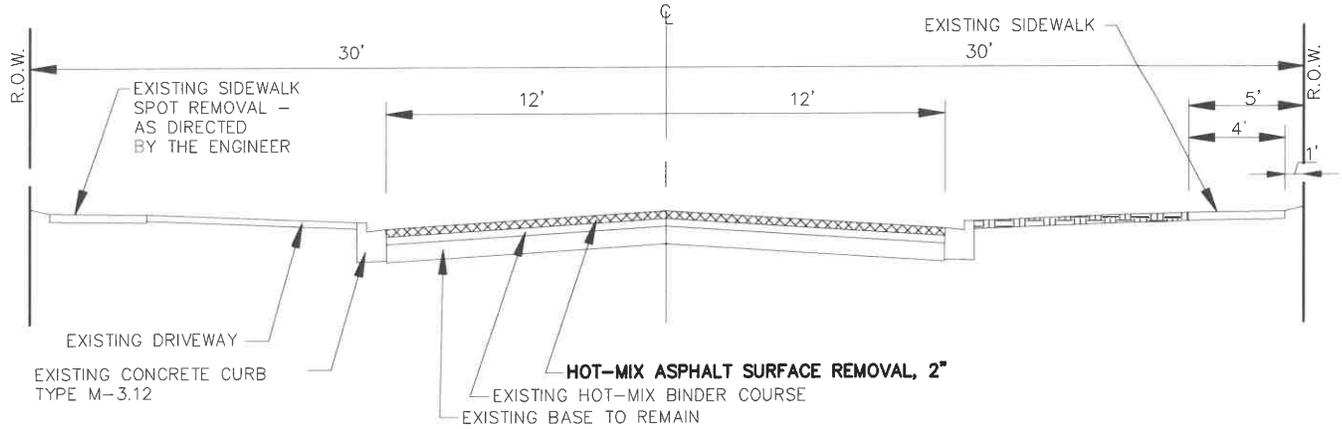
PROJECT LOCATION

LOCATION MAP

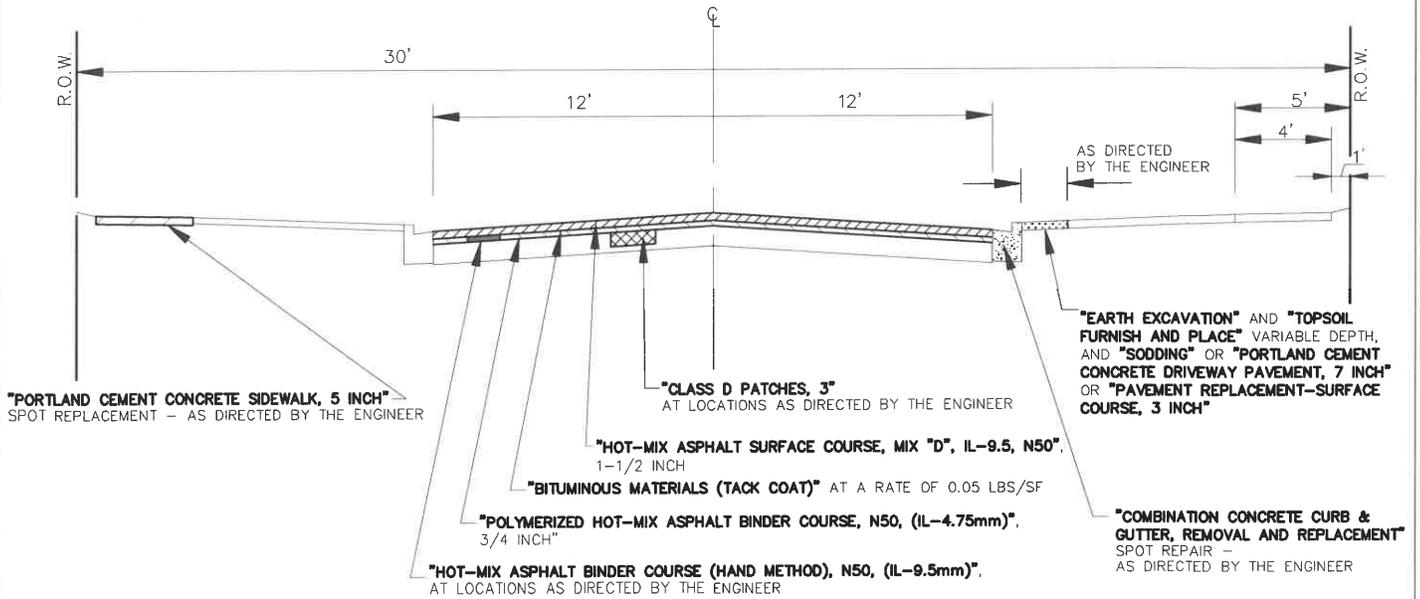
NE PROJECT NO. 21488

# VILLAGE OF WILLOWBROOK, ILLINOIS

## 2022 MFT SECTION NO. 22-0000-01-GM (ROGER'S FARMS SUBDIVISION - 2022 ROAD PROJECT)



EXISTING



**NOTE: CONTRACTOR SHALL MILL BEFORE PATCHING.**

### HOT-MIX ASPHALT MIXTURE REQUIREMENTS

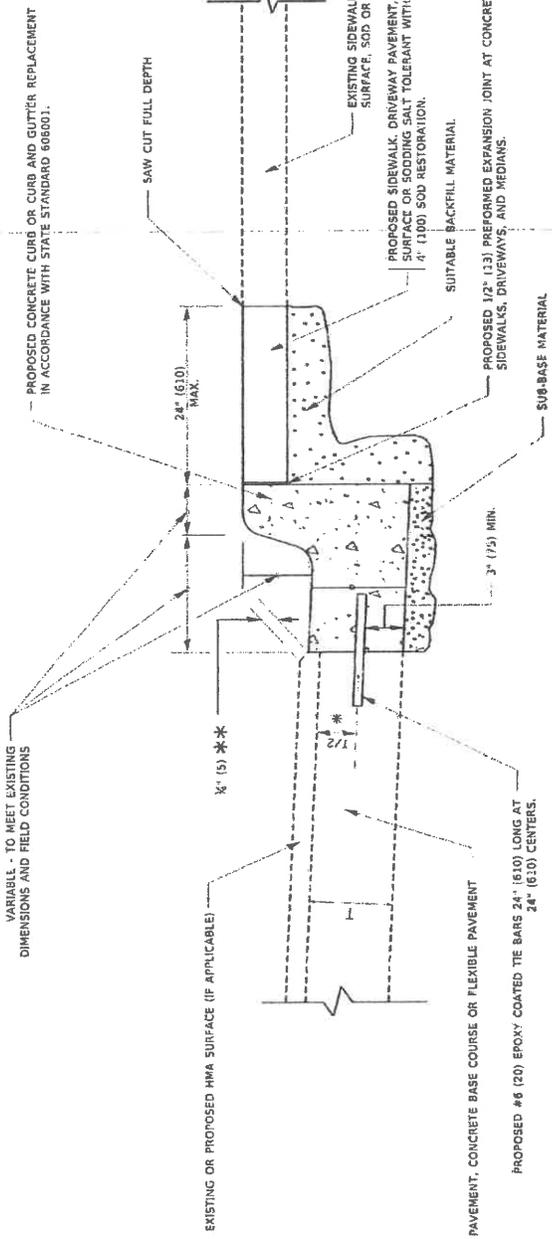
MIXTURE TYPE	AIR VOIDS @ NDES
<b>PAVEMENT RESURFACING</b>	
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, (IL-9.5mm), 1-1/2"	4% @ 50 GYR
POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, N50, (IL-4.75mm), 3/4"	3.5% @ 50 GYR
HOT-MIX ASPHALT BINDER COURSE, (HAND METHOD), N50, (IL-9.5mm)	4% @ 50 GYR
<b>CLASS D PATCHING</b>	
HOT-MIX ASPHALT BINDER, (HAND METHOD), N50, (IL-9.5mm)	4% @ 70 GYR
<b>DRIVEWAYS - PAVEMENT REPLACEMENT-SURFACE COURSE, 3 INCH (DRIVEWAYS)</b>	
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, IN TWO 1-1/2" LIFTS	4% @ 50 GYR

HOT-MIX SURFACE REMOVAL TO BE PERFORMED BEFORE PATCHING OPERATIONS

THE UNIT WEIGHT TO CALCULATE ALL HOT-MIX ASPHALT SURFACE MIXTURE QUANTITIES IS 112 LBS/SQ YD/IN.  
THE UNIT WEIGHT TO CALCULATE POLYMERIZED LEVELING BINDER MIXTURE QUANTITIES IS 110 LBS/SQ YD/IN.

"THE "AC TYPE" FOR POLYMERIZED HMA MIXES SHALL BE "SBS/SBR PG 76-22" AND  
FOR NON-POLYMERIZED HMA THE "AC TYPE" SHALL BE "PG 64-22"  
UNLESS MODIFIED BY DISTRICT ONE SPECIAL PROVISIONS"  
FOR USE OF RECYCLED MATERIALS SEE SPECIAL PROVISIONS

VARIABLE - TO MEET EXISTING DIMENSIONS AND FIELD CONDITIONS



EXISTING SIDEWALK, DRIVEWAY, MEDIAN SURFACE, SOD OR GROUND.

PROPOSED SIDEWALK, DRIVEWAY PAVEMENT, MEDIAN SURFACE OR SODDING SALT TOLERANT WITH TOP SOIL, 4\"/>

SUITABLE BACKFILL MATERIAL

PROPOSED 1/2\"/>

EXISTING CONCRETE PAVEMENT, CONCRETE BASE COURSE OR FLEXIBLE PAVEMENT

PROPOSED #6 (20) EPOXY COATED TIE BARS 24\"/>

3\"/>

3\"/>

3\"/>

3\"/>

3\"/>

# CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT

ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

CURB OR CURB AND GUTTER REMOVAL AND REPLACEMENT  
SHEET 1 OF 1 SHEETS STA. TO STA.

SECTION  
BR800-86 (RD-20)

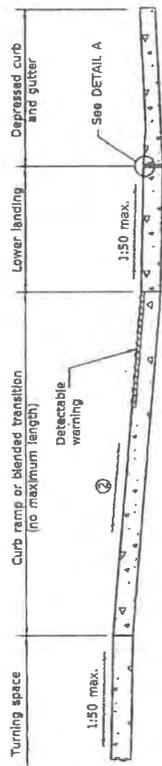
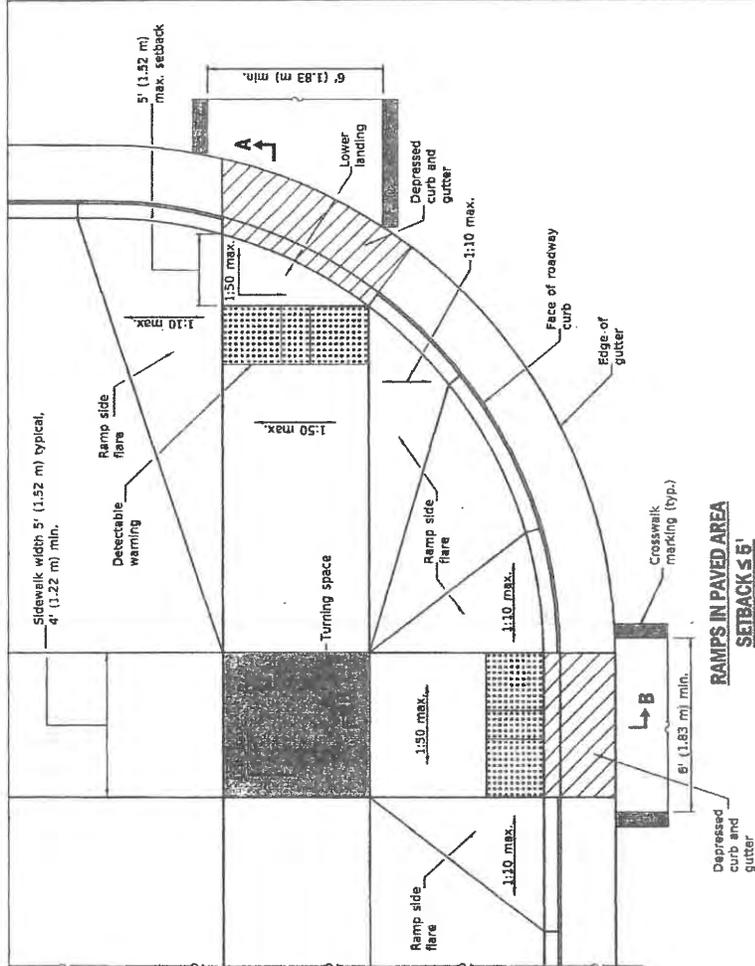
DATE: 03/19/09  
DRAWN: [Name]  
CHECKED: [Name]  
DATE: 03/19/09

DESIGNED: A. JENKINS 02/27/07  
REVISION: M. CAMPBELL 03/17/07  
REVISION: R. DODD 12/18/03  
REVISION: P. SMITH 07/11/05

SCALE: 1\"/>

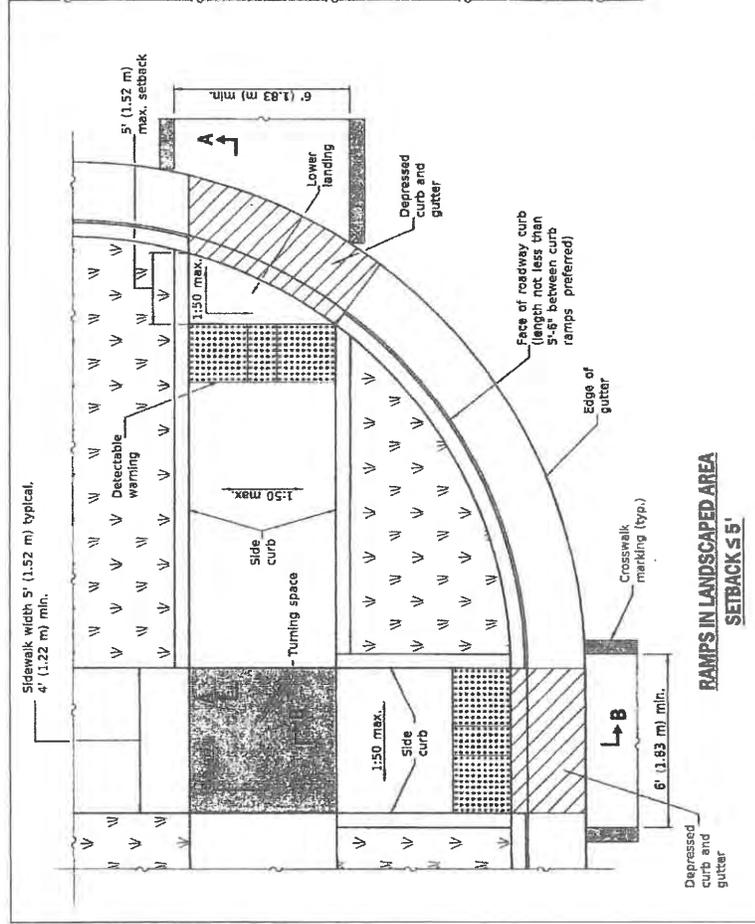
CONTRACT NO.

PROJECT NO.



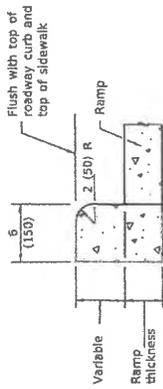
**SECTION A-A**

② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



**SECTION B-B**

② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



**SIDE CURB DETAIL**

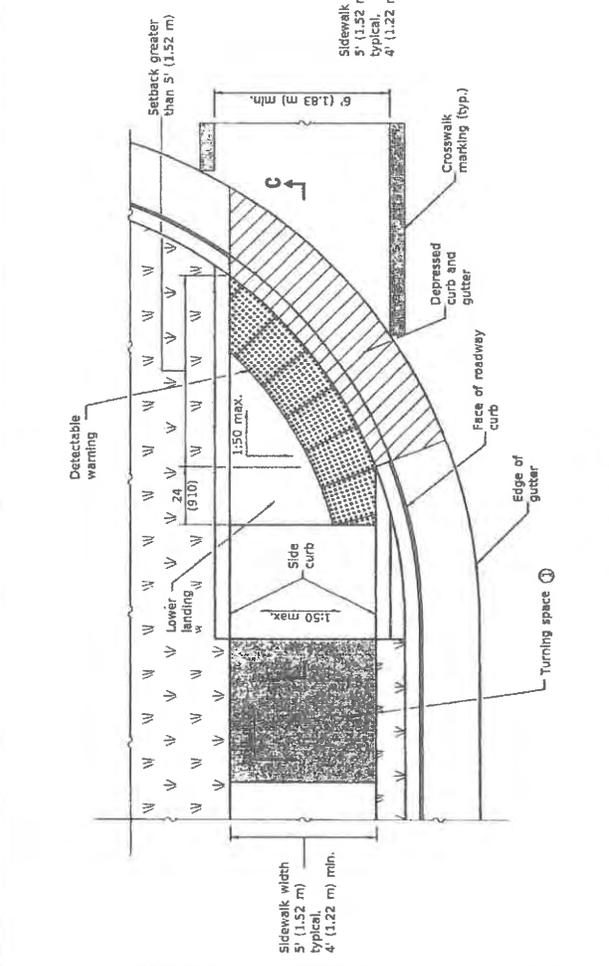
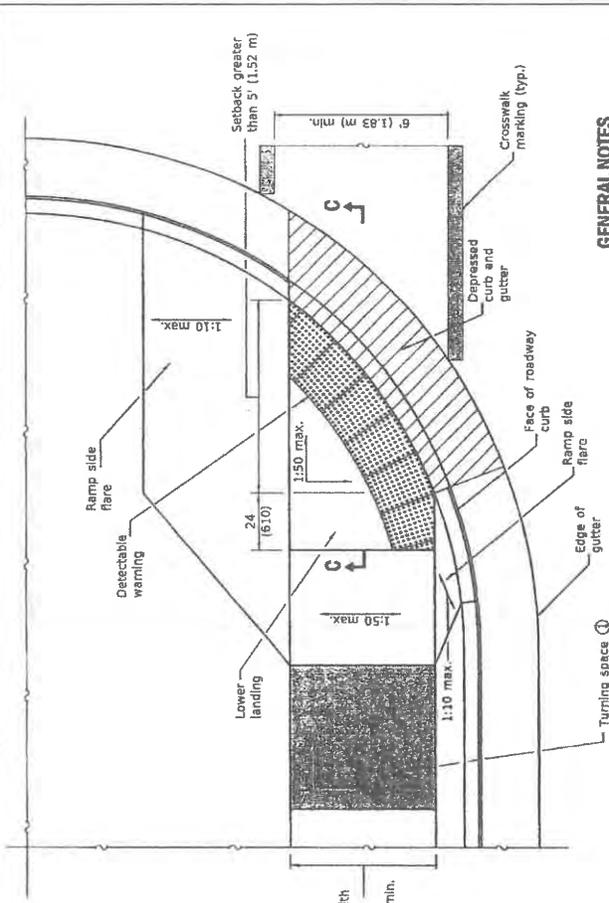
**DETAIL A**

See Sheet 2 for GENERAL NOTES.

PERPENDICULAR CURB RAMPS FOR SIDEWALKS	
(Sheet 1 of 2)	
DATE	REVISIONS
1-1-19	Removed "15-foot rule," added "Blended transitions" and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at turning spaces and lower landings.

STANDARD 424001-11

Illinois Department of Transportation  
 ISSUED 1-1-17  
 2019  
 ENGINEER OF POLYMER PROCESSES  
 APPROVED JANUARY 1, 2019  
 ENGINEER OF DESIGN AND ENVIRONMENT



**RAMP IN LANDSCAPED AREA  
SETBACK > 5'**

**RAMP IN PAVED AREA  
SETBACK > 5'**

**GENERAL NOTES**

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

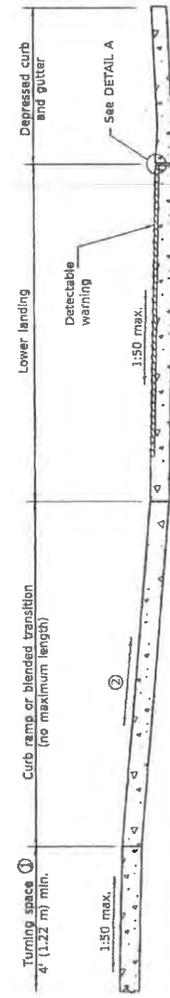
Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.



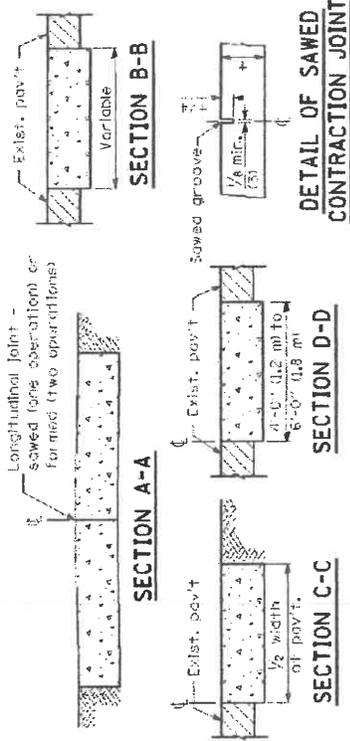
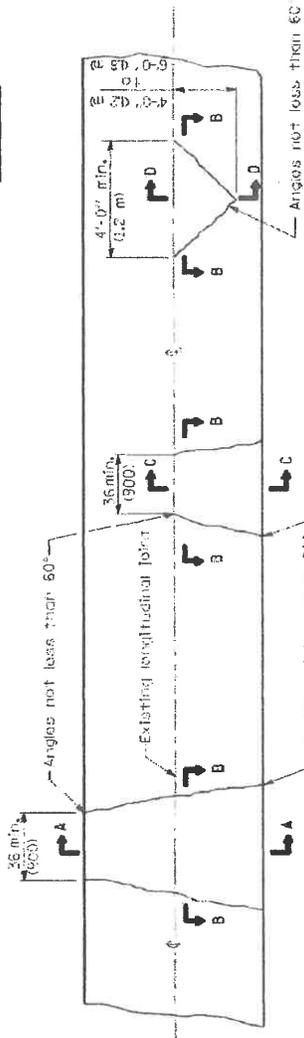
**SECTION C-C**

- ① This turning space not required for blended transitions.
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

Illinois Department of Transportation  
PASSED BY: [Signature] JANUARY 1, 2019  
ENGINEER OF POLICY AND PROCEDURES  
APPROVED BY: [Signature] JANUARY 1, 2019  
ENGINEER OF REGIONAL AMP DEVELOPMENT  
ISSUED 3-1-97



**CLASS C**

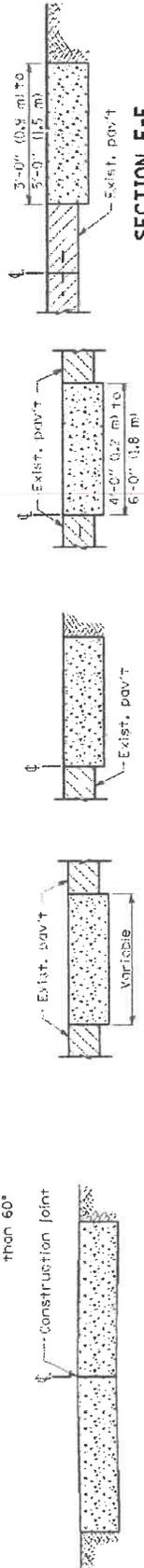
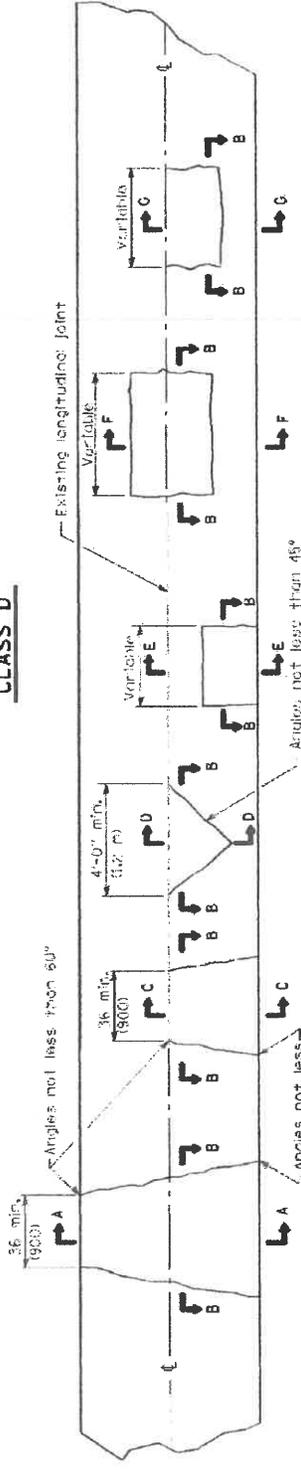


**DETAIL OF SAWED CONTRACTION JOINT**

**NOTE**

Longitudinal joints shall be as detailed on Standard 420001, except tie bars are not required for patches 20'-0" (6.0 m) or less in length.

**CLASS D**



**SECTION A-A**  
(Built in two operations)

**SECTION B-B**

**SECTION C-C**

**SECTION D-D**

**SECTION E-E**

**GENERAL NOTES**

Existing tie bars shall be either cut or removed. Marginal bars shall be cut, unless otherwise shown.

Issue Department of Transportation	ISSUED 7-7-97
PASSED	
APPROVED	
ENGINEER OF PUBLIC WORKS	
APPROVED	
DATE	

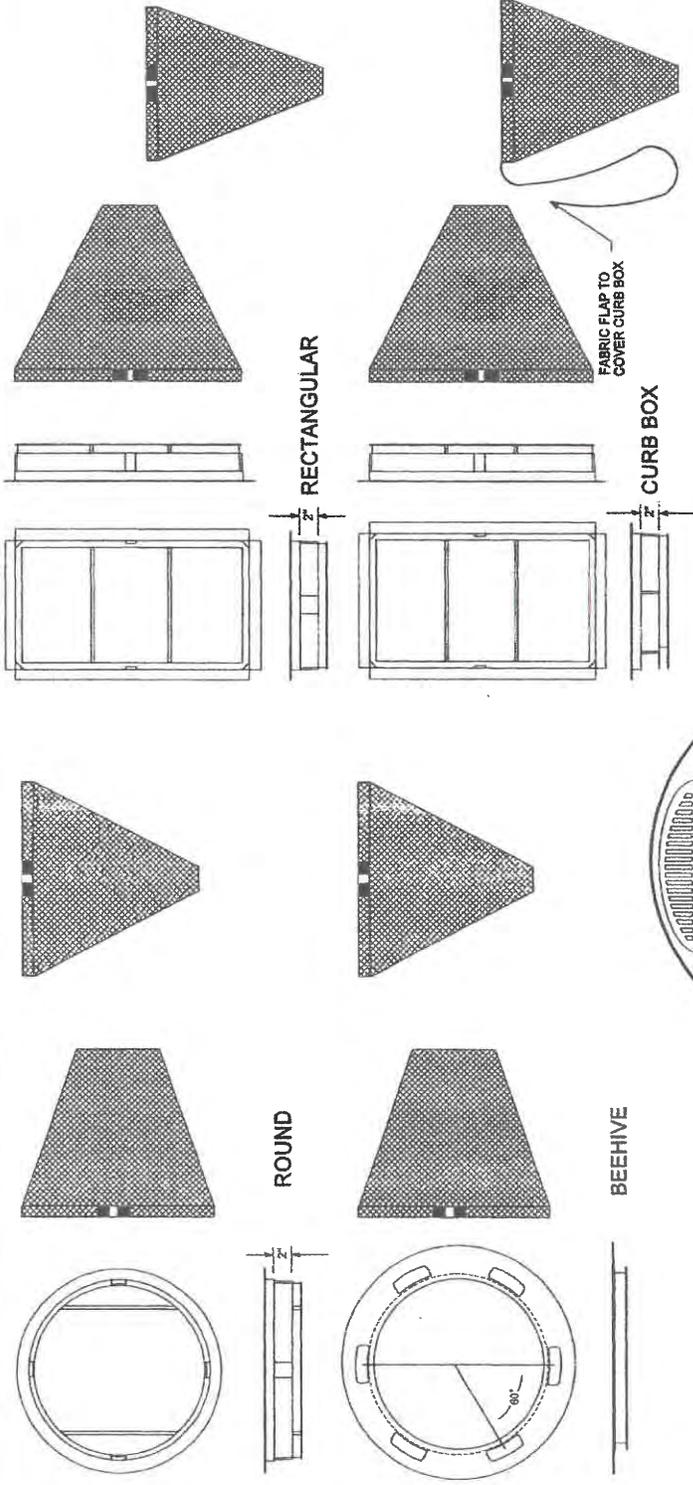
DATE	REVISIONS
1-1-08	Switched units to English (metric).
1-1-07	Revised Note for Class C patches.

**SECTION G-G**

**CLASS C and D PATCHES**

**STANDARD 442201-03**

**SECTION F-F**  
(Built in two operations)



**INLET AND PIPE PROTECTION**

**DESCRIPTION:** This work shall consist of furnishing, installation, and removal of a drainage structure inlet filter assembly, consisting of a frame and filter bag, to collect sediment in surface storm water runoff at locations shown on the plans or as directed by the Engineer.

The Contractor shall inspect the work site and review the plans to determine the number and dimensions of the various types of drainage structure frames (circular and rectangular) into which the inlet filters will be installed prior to ordering materials.

The drainage structure inlet filter assembly shall be installed under the grate on the lip of the drainage structure frame with the fabric bag hanging down into the drainage structure.

The drainage structure inlet filter assembly shall remain in place until final removal of the structure is directed by the Engineer. The drainage structure inlet filter assembly shall remain the property of the Contractor.

Final removal of the assembly shall include the disposal of debris or silt that has accumulated in the filter bag at the time of final removal. Periodic cleaning of the filter is paid for separately.

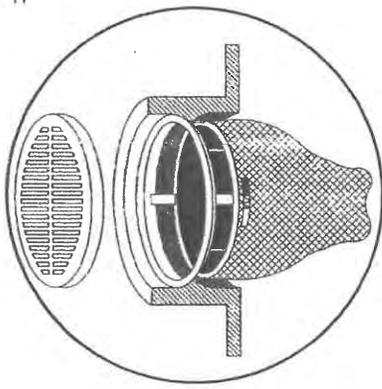
**MATERIALS:** The drainage structure inlet filter shall be the (INLET AND PIPE PROTECTION), as furnished by Marathon Materials, Inc. 25523 W. Schultz St., Plainfield, IL 60544, (800) 983-9483, or approved equal. A detailed drawing in the plans depicts the drainage structure inlet filter assembly.

The drainage structure inlet filter assembly shall consist of a steel frame with a replaceable reusable fabric bag attached with a steel band with locking cap that is suspended from the frame. A clean used bag and used steel frames in good condition, meeting the approval of the Engineer, may be substituted for new materials.

The drainage structure inlet filter assembly shall be field sized meeting the requirements of ASTM A36. The inlet shall include an overflow feature that is welded to the frame. The overflow feature shall be designed to allow full flow of water into the structure if the filter bag is filled with sediment. The dimensions of the assembly frame shall allow the drainage structure grate to fit into the inlet filter assembly frame opening. The assembly frame shall rest on the inside lip of the drainage structure frame for the full variety of existing and proposed drainage structure frames that are present on this contract.

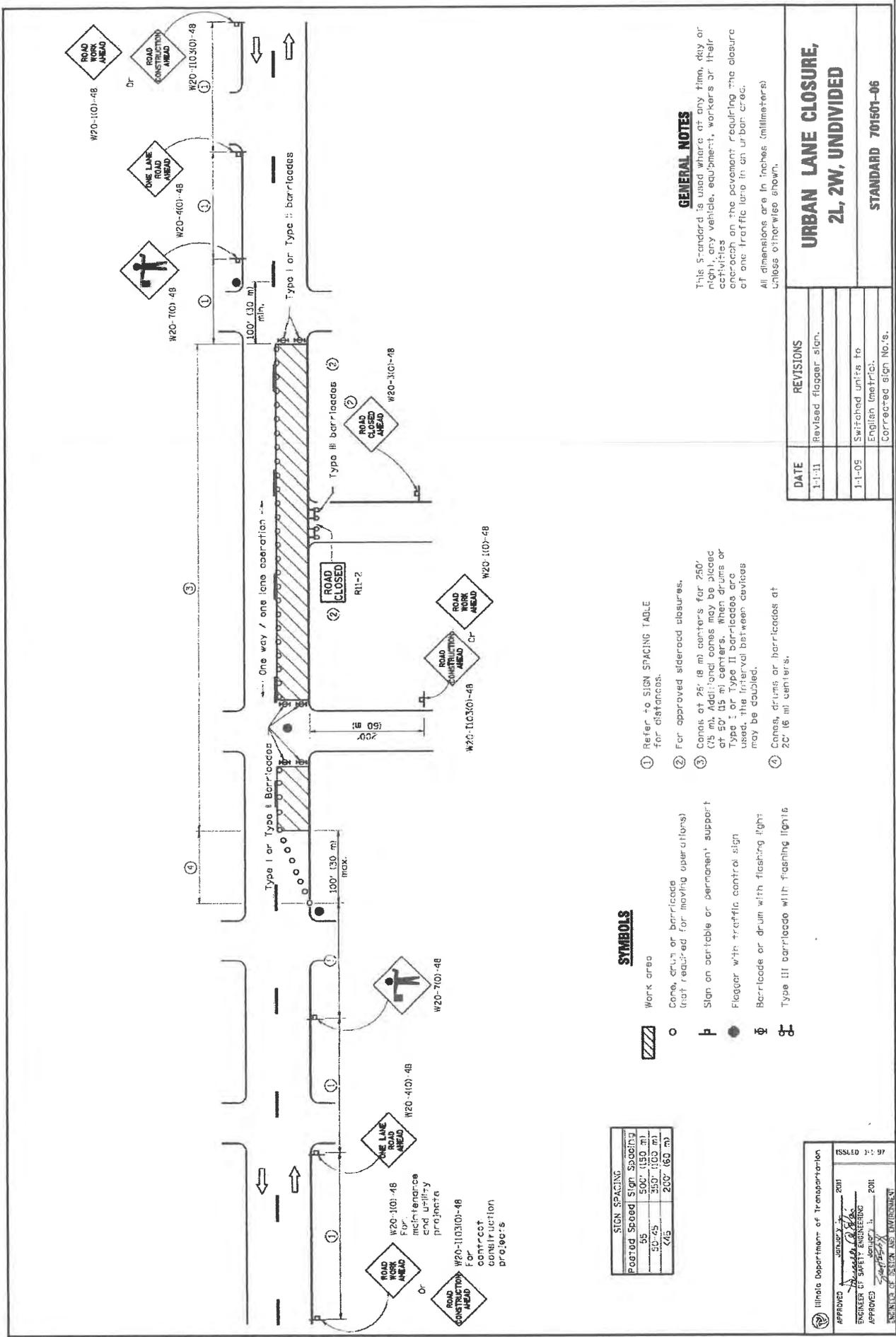
The drainage structure inlet filter assembly bag shall be constructed of polypropylene geotextile fabric with a minimum weight of 4 ounces per square yard, minimum flow rate of 148 gallons per minute per square foot, and designed for minimum silt and debris capacity of 2 cubic feet. The filter bag shall be reinforced with an outer layer of polyester mesh fabric with a minimum weight of 4 ounces per square yard. The filter bag shall be suspended from the steel frame with a stainless steel band and shall extend 18-inches above the drainage structure grate to extend higher than 18-inches above the drainage structure frame.

**BASIS OF PAYMENT:** The work will be paid for at the contract unit price per EACH for INLET AND PIPE PROTECTION, which price shall include all cost of labor, materials, equipment, and incidental items necessary to perform the work.



**DRAINAGE STRUCTURE INLET FILTER  
INLET AND PIPE  
PROTECTION**

STANDARD A-39	
SHEET 4 OF 4 SHEETS	
COUNTY OF COOK	
DEPARTMENT OF HIGHWAYS	
TEMPORARY EROSION CONTROL	
COMPUTED BY: _____	APPROVED: _____
DRAWN BY: _____	CHECKED BY: _____
DATE: _____	



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-65	350' (103 m)
45	200' (60 m)

**SYMBOLS**

- ▨ Work area
- Cone, drum or barricade (not required for moving operations)
- ⊥ Sign on portable or permanent support
- Flagger with traffic control sign
- ⊕ Barricade or drum with flashing light
- ⊕ Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones of 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

**GENERAL NOTES**

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

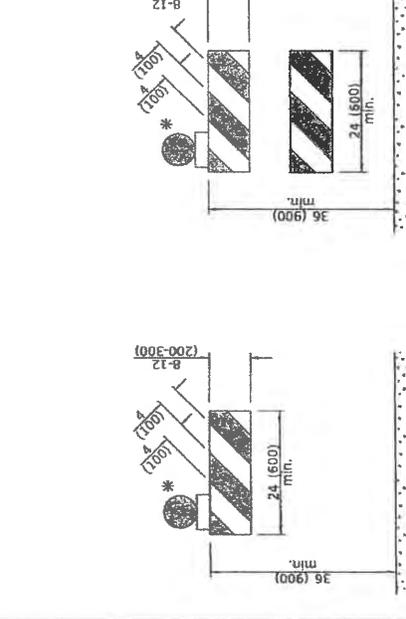
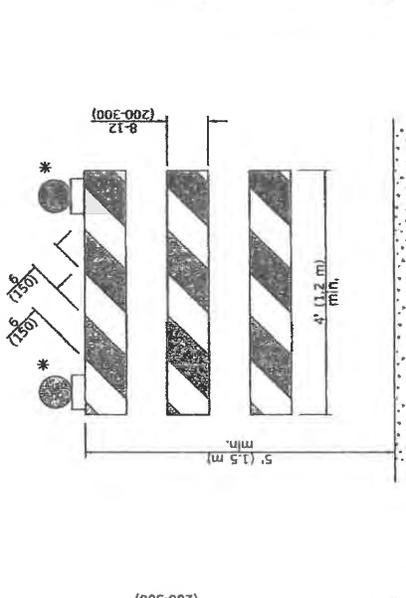
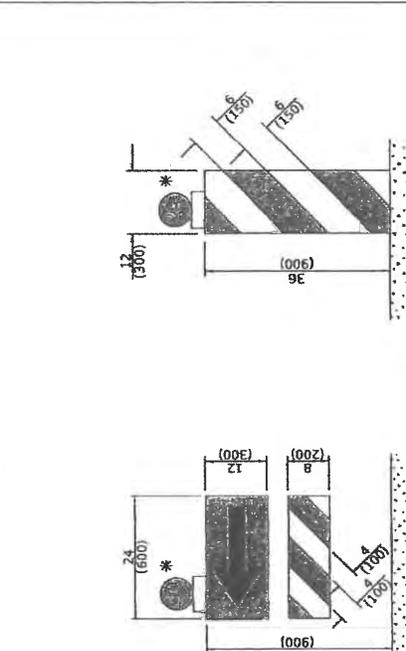
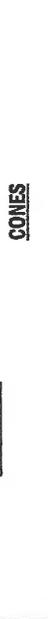
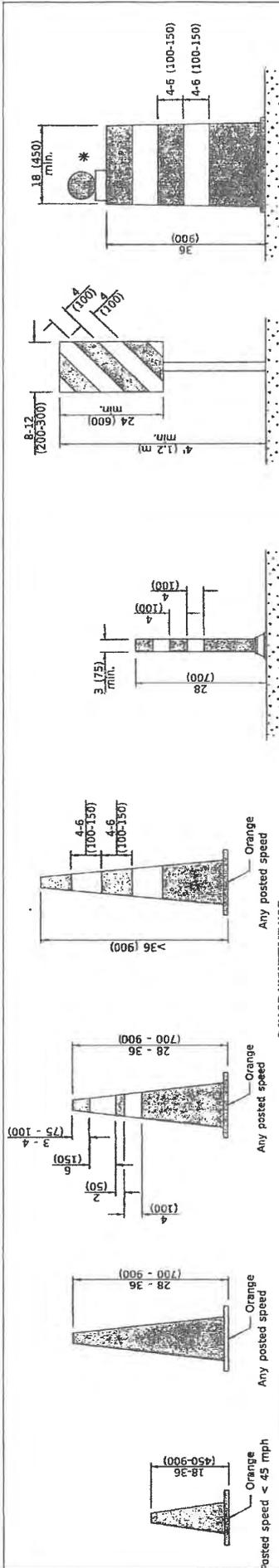
**URBAN LANE CLOSURE,  
2L, 2W, UNDIVIDED**

STANDARD 701501-06

Illinois Department of Transportation

APPROVED: *[Signature]* 2011  
 ENGINEER OF SAFETY ENGINEERING  
 APPROVED: *[Signature]* 2011  
 DIVISION OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



**GENERAL NOTES**

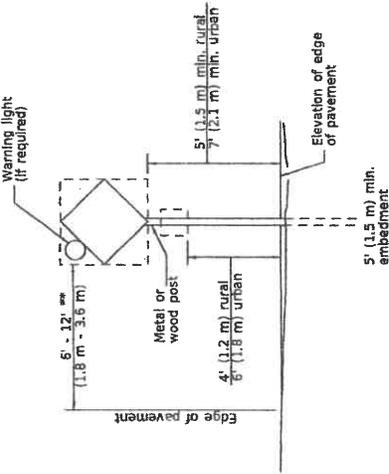
All heights shown shall be measured above the pavement surface.  
All dimensions are in inches (millimeters) unless otherwise shown.

\* Warning lights (if required)

DATE	REVISIONS
1-1-19	Revised cone usage and added cones >36" (900 m) height.
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

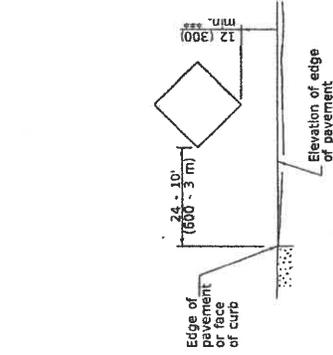
Illinois Department of Transportation  
 Approved: [Signature] January 1, 2019  
 BRUCE J. BUNNEY, JR.  
 CHIEF ENGINEER  
 DIVISION OF SAFETY, TRAFFIC AND ENGINEERING

ISSUED 1-1-13  
 SHEET 1 OF 3  
 STANDARD 701901-08



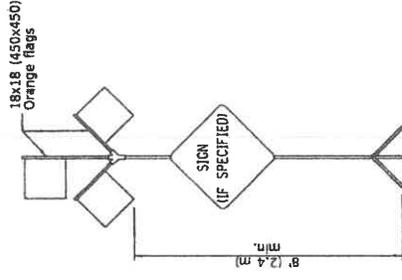
**POST MOUNTED SIGNS**

\*\* When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



**SIGNS ON TEMPORARY SUPPORTS**

\*\*\* When work operations exceed four (4) to ten (10) miles, signs shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



**HIGH LEVEL WARNING DEVICE**

ROAD CONSTRUCTION NEXT X MILES  
G20-1104(0)-6036

END CONSTRUCTION  
G20-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

**WORK LIMIT SIGNING**

WORK ZONE	W21-1115(0)-3618
SPEED LIMIT	R2-1-3648
XX	
PHOTO ENFORCED	R10-1108p-3618 ****
\$\$\$ FINE MINIMUM	R2-1106p-3618

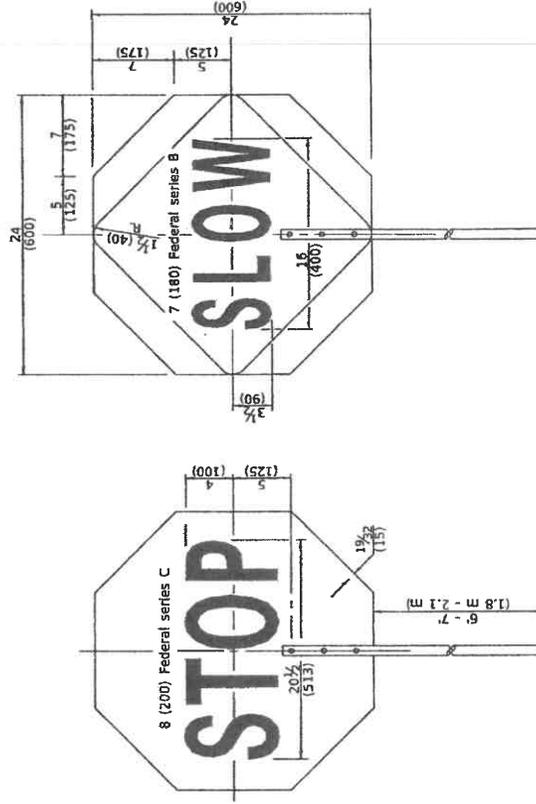
Sign assembly as shown on Standards or as allowed by District Operations.

END WORK ZONE	G20-1103-6036
SPEED LIMIT	

This sign shall be used when the above sign assembly is used.

**HIGHWAY CONSTRUCTION SPEED ZONE SIGNS**

\*\*\*\* R10-1108p shall only be used along roadways under the jurisdiction of the State.



REVERSE SIDE

FRONT SIDE



W12-1103-4848

**WIDTH RESTRICTION SIGN**

XX-XX\* width and X miles are variable.

**FLAGGER TRAFFIC CONTROL SIGN**

**TRAFFIC CONTROL DEVICES**

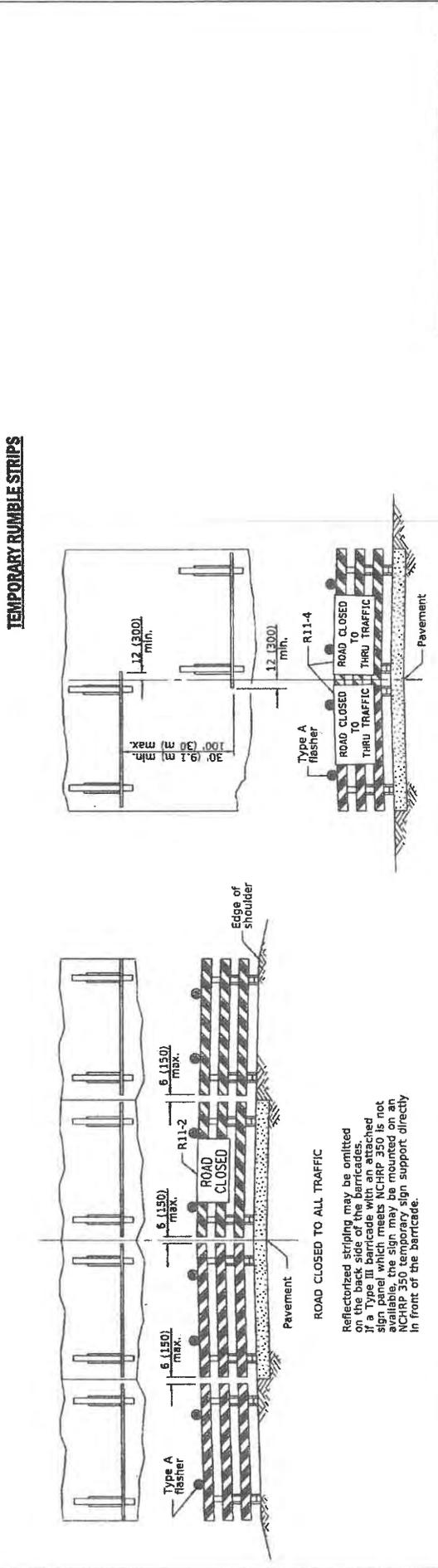
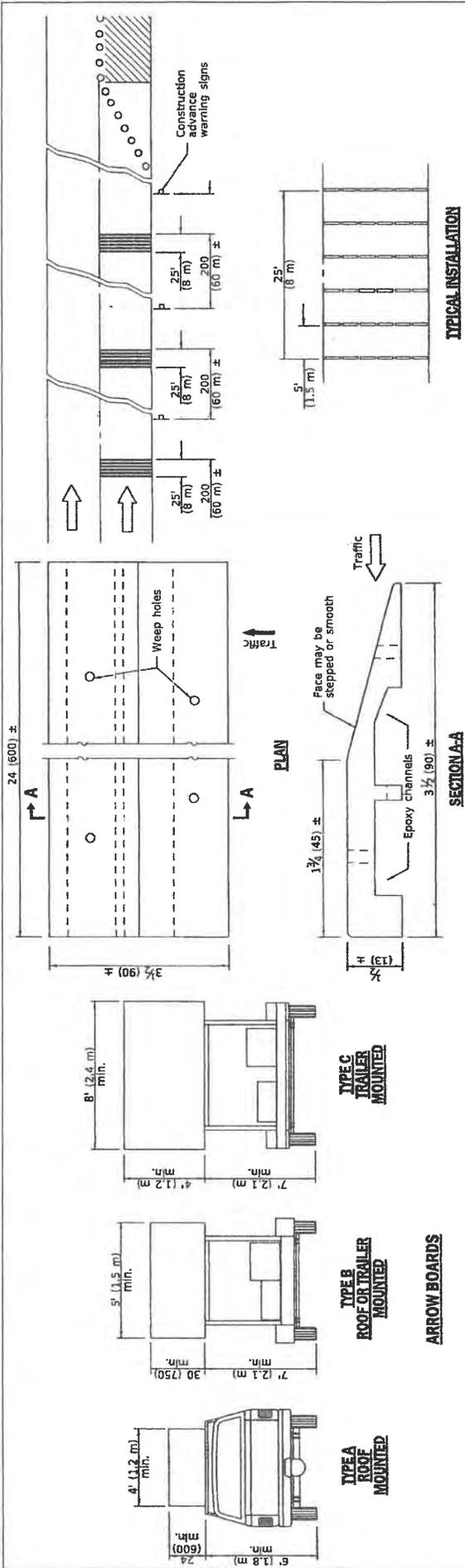
(Sheet 2 of 3)

**STANDARD 701901-08**

Illinois Department of Transportation

APPROVED: [Signature] 2019  
 INVENTORY: [Signature] 2019  
 ENGINEER OF SAFETY PROC. AND ENGINEERING  
 APPROVED: [Signature] 2019

ISSUED: 1-1-13

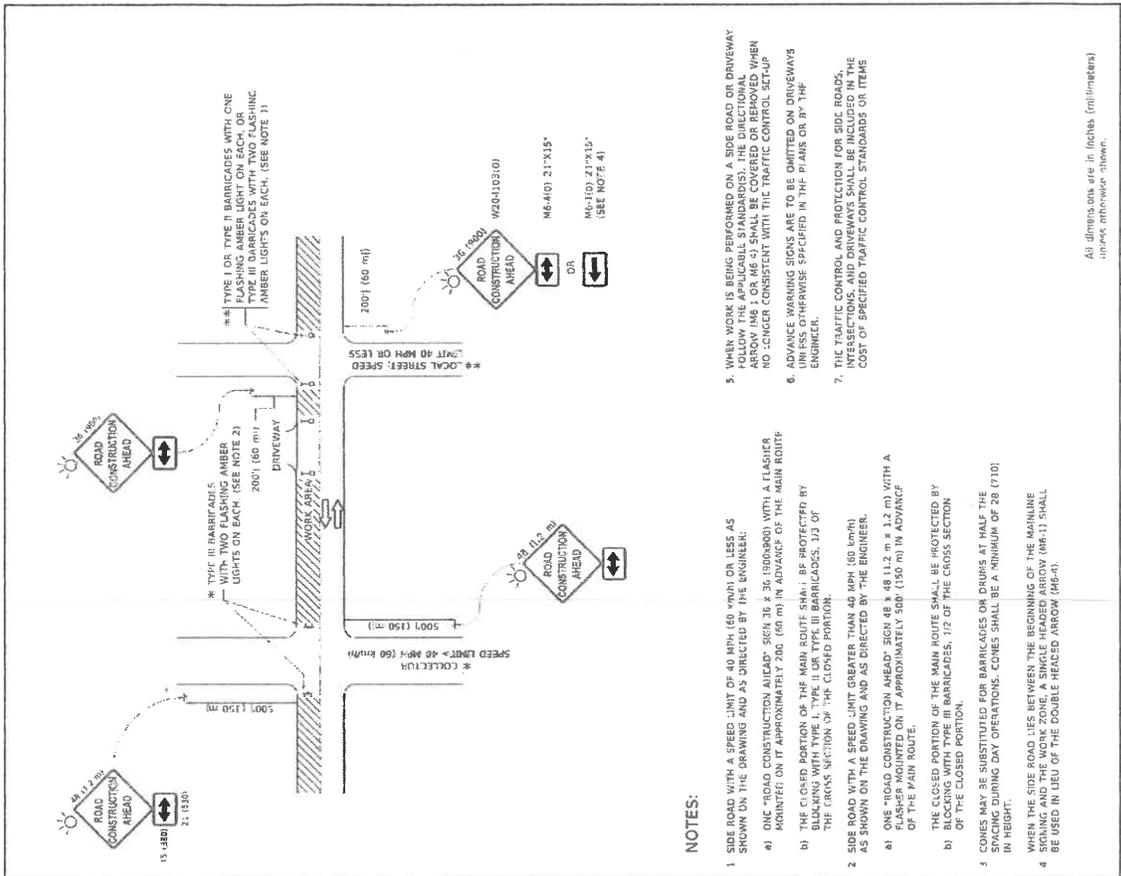


**TRAFFIC CONTROL DEVICES**  
 STANDARD 701901-08  
 (Sheet 3 of 3)

**TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD**

ReflectORIZED striping shell appear on both sides of the barricade. The sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

ReflectORIZED striping shell appear on both sides of the barricade. The sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.



**NOTES:**

- SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (60 MPH) OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER.
  - ONE "ROAD CONSTRUCTION AHEAD" SIGN 36 x 36 (900x900) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 200 (60 m) IN ADVANCE OF THE MAIN ROUTE
  - THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY TYPE III BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
- SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (60 MPH) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER.
  - ONE "ROAD CONSTRUCTION AHEAD" SIGN 48 x 48 (1.2 m x 1.2 m) WITH A FLASHER MOUNTED ON IT APPROXIMATELY 500' (150 m) IN ADVANCE OF THE MAIN ROUTE.
  - BLOCKING WITH TYPE III BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
- CONES MAY BE SUBSTITUTED FOR BARRICADES OR DRUMS AT HALF THE SPACING DURING DAY OPERATIONS. CONES SHALL BE A MINIMUM OF 28 (710) IN HEIGHT.
- WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE SIGNALING AND THE WORK ZONE, A SINGLE HEADED ARROW (R6-1) SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW (R6-4).
- WHEN WORK IS BEING PERFORMED ON A SIDE ROAD OR DRIVEWAY FOLLOW THE APPLICABLE STANDARDS. THE DIRECTIONAL SIGNAGE SHALL BE CONSISTENT WITH THE TRAFFIC CONTROL SETUP. ADVANCE WARNING SIGNS ARE TO BE OMITTED ON DRIVEWAYS UNLESS OTHERWISE SPECIFIED IN THE PLANS OR BY THE ENGINEER.
- THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCLUDED IN THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS ON ITEMS

All dimensions are in inches (millimeters) unless otherwise shown.

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS	
DESIGNED BY A. GOSHEN 12/15/06	CHECKED BY D. G. STUTZ 7/20/11	SCALE: NONE	SHEET 1 OF 1 SHEET 31A TO 31A
APPROVED BY J. H. ...	DATE ...	PROJECT NO. ...	

## VILLAGE OF WILLOWBROOK

### BOARD MEETING

#### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT TO M&J ASPHALT PAVING COMPANY, INC. FOR THE 67TH STREET RESURFACING PROJECT

**AGENDA NO. 9.****AGENDA DATE:** 7/25/2022**STAFF REVIEW:** Andrew Passero, Public Works Foreman

SIGNATURE:


**LEGAL REVIEW:** Tom Bastian, Village Attorney

SIGNATURE:


**RECOMMENDED BY:** Brian Pabst, Village Administrator

SIGNATURE:


**REVIEWED & APPROVED BY COMMITTEE:**YES NO N/A **BACKGROUND**

The 2022 Rebuild Illinois (RBI) road resurfacing program will be 67<sup>th</sup> Street from Snug Harbor Drive to Route 83. As the Board is aware, staff previewed the project at the January 13, 2021 Capital Improvement Plan workshop and discussed it at Budget Workshop #3 in March 2021.

The total amount budgeted for the RBI resurfacing project FY 22-23 is \$490,000. This project includes two (2) inch HMA surface removal, public sidewalk spot repairs, storm basin adjustments, and turf restoration. This project will also include the complete removal and replacement of all curbs and gutters along 67<sup>th</sup> Street.

Sealed bids were opened on June 20<sup>th</sup>. Four bids were received and of those four bids, M&J Asphalt Paving was the lowest bid at a cost of \$576,475.25.

M&J Asphalt	Schroeder Asphalt	Lindahl Brothers	K-Five Construction
\$576,475.25	\$593,290.25	\$598,768.80	\$734,475.00

**STAFF RECOMMENDATION**

The lowest responsive bidder for the project arrived at a total project cost higher than the engineer's estimate. Based on the higher-than-expected budget amounts, staff is recommending using monies available in the General Fund balance to cover the overage of \$86,475.25. It is staff's recommendation that the construction contract be awarded to M&J Asphalt Paving Company, Inc. in the amount of \$576,475.25.

**ACTION PROPOSED:**

Adopt the Resolution.

June 20, 2022

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

Re: 67<sup>th</sup> Street RBI Street Rehabilitation  
Section No. 22-00024-00-FP

Dear Sean:

Enclosed is the *Tabulation of Bids* for the bids that were received and opened for the above-referenced project at 10:00 a.m. on June 20, 2022. Four (4) bids were received and tabulated, with one computational error found, which does not affect the apparent low bid.

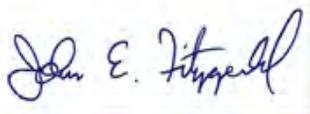
The low bidder is M&J Asphalt Paving Co., Inc., submitting a bid in the amount of \$576,475.25, which is \$76,416.50 (15.28%) above the Engineer's Estimate of \$500,058.75.

M&J Asphalt Co., Inc. is qualified to perform this work, therefore, we recommend that the Contract be awarded to **M&J Asphalt Co., Inc., 3124 S. 60<sup>th</sup> Court, Cicero, IL 60804** in the amount of **\$576,475.25**.

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

Sincerely,

**NOVOTNY ENGINEERING**



John E. Fitzgerald, P.E.

JEF/clc

Enclosure

cc: Mr. Brian Pabst, Village Administrator, w/Enc.  
Mr. Andrew Passero, Public Services Foreman, w/Enc.  
Ms. Marilyn Solomon, IDOT, w/Enc.  
File No. 21539



**TABULATION OF BIDS**

**OWNER:** Vilage of Willowbrook  
**PROJECT DESCRIPTION:** 67th Street RBI Street Rehabilitation  
 Section No. 22-00024-00-FP  
**BID OPENING:** June 20, 2022 @ 10:00 am

**PROJECT NO :** 21539

K-Five Const. Corp.

				Engineers Estimate		M&J Asphalt Paving Co. Inc. 3124 S. 60th Court Cicero, IL 60804 5% Bid Bond		Schroeder Asphalt Serv., Inc. P.O. Box 831 Huntley, IL 60142 5% Bid Bond		Lindahl Brothers, Inc. 622 E. Green Street Bensenville, IL 60106 5% Bid Bond		K-Five Const. Corp. 999 Oakmont Plaza Dr., Ste. 200 Westmont, IL 60559 5% Bid Bond	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
39	DETECTABLE WARNINGS	SQ FT	130	29.00	3,770.00	33.00	4,290.00	38.00	4,940.00	25.00	3,250.00	32.00	4,160.00
40	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	350.00	350.00	390.00	390.00	415.00	415.00	371.00	371.00	371.00	371.00
41	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	4	350.00	1,400.00	390.00	1,560.00	415.00	1,660.00	371.00	1,484.00	371.00	1,484.00
42	FRAMES AND GRATES, TYPE 3V	EACH	2	450.00	900.00	570.00	1,140.00	600.00	1,200.00	542.00	1,084.00	542.00	1,084.00
43	FRAMES AND GRATES, TYPE 6	EACH	1	500.00	500.00	570.00	570.00	600.00	600.00	542.00	542.00	542.00	542.00
44	INLET FILTERS	EACH	14	150.00	2,100.00	125.00	1,750.00	180.00	2,520.00	190.00	2,660.00	250.00	3,500.00
45	COARSE AGGREGATE, GRADE CA-6	TON	200	25.00	5,000.00	20.00	4,000.00	32.00	6,400.00	25.00	5,000.00	45.61	9,122.00
46	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	20,000.00	20,000.00	33,115.00	33,115.00	16,000.00	16,000.00	35,000.00	35,000.00	168,714.00	168,714.00
47	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	2,000.00	2,000.00	4,450.00	4,450.00	100.00	100.00	2,000.00	2,000.00	1,989.00	1,989.00
<b>Totals :</b>				<b>500,058.75</b>		<b>576,475.25</b>		<b>592,990.25</b>		<b>598,768.80</b>		<b>734,475.00</b>	
<b>Bid Error Corrections:</b>													
LINE ITEM NO. 6.....								5,700.00					
TOTAL.....								593,290.25					
<b>Corrected Totals - - -</b>						<b>576,475.25</b>		<b>592,990.25</b>		<b>598,768.80</b>		<b>734,475.00</b>	
<b>Over / Under - - - -</b>						76,416.50		92,931.50		98,710.05		234,416.25	
<b>Percent - - - -</b>						15.28%		18.58%		19.74%		46.88%	

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK DETERMINING  
THE LOWEST RESPONSIBLE BIDDER AND AWARDING A CONTRACT  
TO M&J ASPHALT PAVING COMPANY, INC.  
FOR THE 67<sup>TH</sup> STREET RESURFACING PROJECT**

---

**WHEREAS**, the Village of Willowbrook ( the “Village”) publicly advertised, in the manner prescribed by law, for sealed bids for the 67<sup>th</sup> Street Resurfacing Project (the “Project”); and

**WHEREAS**, the sealed bids received were publicly opened, examined and declared by officials of the Village, in the manner provided by law; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidder for the Project in the Village is M&J Asphalt Paving Company, Inc. at a bid of Five Hundred Seventy-Six Thousand Four Hundred Seventy-Five and 25/100 Dollars and (\$576,475.25).

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

**SECTION 1:** Recitals.

The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2:** Lowest Responsible Bidder.

The Mayor and Board of Trustees of the Village do hereby find M&J Asphalt Paving Company, Inc. to be the lowest responsible bidder for the 67<sup>th</sup> Street Resurfacing Project, as set forth in its bid.

**SECTION 3:** Award of Contract.

M&J Asphalt Paving Company, Inc. is hereby awarded the contract for the afore-referenced

street improvements as bid for the Project at a cost not to exceed Five Hundred Seventy-Six Thousand Four Hundred Seventy-Five and 25/100 Dollars and (\$576,475.25), as set forth in its bid proposal subject to: the furnishing of the proper bonds and execution of all contract documents.

**SECTION 4:** Execution of Contract.

The Village Mayor is hereby authorized and directed to execute and the Village Clerk is hereby directed to attest to the contract documents for the project, all on behalf of the Village of Willowbrook, in substantially the same form as the contract attached hereto as Exhibit "A", and expressly made a part hereof.

**SECTION 5:** Effective Date.

This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

**Contract**



Contractor's Name

M & J Asphalt Paving Company, Inc.

Contractor's Address

3124 S. 60th Court

City

Cicero

State

IL

Zip Code

60804

STATE OF ILLINOIS

Local Public Agency

Village of Willowbrook

County

DuPage

Section Number

22-00024-00-FP

Street Name/Road Name

67th Street

Type of Funds

RBI

CONTRACT BOND (when required)

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature

Date

Signature and Date boxes for Highway Commissioner

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Signature and Date boxes for County Engineer

**For a Municipal Project**

Submitted/Approved/Passed

Signature

Date

Signature and Date boxes for Municipal Project

Official Title

Frank A. Trilla, Mayor

**Department of Transportation**

Concurrence in approval of award

Regional Engineer Signature

Date

Signature and Date boxes for Department of Transportation

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Willowbrook	67th Street	DuPage	22-00024-00-FP

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of June, 2022 between the Village of Willowbrook, known as the party of the first part, and M & J Asphalt Paving Company, Inc., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00024-00-FP in Village of Willowbrook, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Willowbrook

Local Public Agency Type Name of Local Public Agency

Clerk	Date	Party of the First Part	Date
		By: [Signature Box]	

(SEAL)

(If a Corporation)

Corporate Name

M & J Asphalt Paving Company, Inc.

President, Party of the Second Part

By: [Signature Box] Date [Date Box]

(SEAL)

(If a Limited Liability Corporation)

LLC Name

[Signature Box]

Manager or Authorized Member, Party of the Second Part

By: [Signature Box]

Attest: Secretary

Date

[Signature Box] [Date Box]

(SEAL)

(If a Partnership)

Partner	Date
[Signature Box]	[Date Box]
Partner	Date
[Signature Box]	[Date Box]

Partners doing Business under the firm name of

Party of the Second Part

[Signature Box]

(If an individual)

Party of the Second Part

[Signature Box] Date [Date Box]



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	26th Street	22-00024-00-FP

Bond information to be returned to Local Public Agency at Village of Willowbrook, 835 Midway Dr., Willowbrook, IL 60527  
Complete Address

We, M & J Asphalt Paving Company, Inc., 3124 S. 60th Court, Cicero, IL 60804  
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and  
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of Five Hundred Seventy-Six Thousand Four Hundred Seventy-Five and .25/100

Dollars ( \$576,475.25 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this          day of June, 2022  
Day Month and Year

PRINCIPAL

Company Name

Company Name

By  
 Signature & Title  Date

By  
 Signature & Title  Date

Attest  
 Signature & Title  Date

Attest  
 Signature & Title  Date

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

STATE OF IL  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that  
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Notary Public Signature  
[Signature Box]

Date commission expires \_\_\_\_\_

**SURETY**

Name of Surety  
[Signature Box]

Title  
By: [Signature Box]

STATE OF IL  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that  
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Notary Public Signature  
[Signature Box]

Date commission expires \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

Attest:

Local Public Agency Clerk Signature Date  
[Signature Box] [Date Box]

[Signature Box] Clerk  
Local Public Agency Type

Awarding Authority  
[Signature Box]

Awarding Authority Signature Date  
[Signature Box] [Date Box]

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF WILLOWBROOK	DuPage	22-00024-00-FP	67TH STREET

**NOTICE TO BIDDERS**

Sealed proposals for the project described below will be received at the office of the Village Clerk of the Village of Willowbrook

<u>835 Midway Drive, Willowbrook, IL 60527</u>	Name of Office	until <u>10:00 AM</u>	on <u>06/20/22</u>
Address		Time	Date

Sealed proposals will be opened and read publicly at the office of the Village Clerk of the Village of Willowbrook

<u>835 Midway Drive, Willowbrook, IL 60527</u>	Name of Office	at <u>10:00 AM</u>	on <u>06/20/22</u>
Address		Time	Date

**DESCRIPTION OF WORK**

Location	Project Length
67th Street - Clarendon Hills Rd. to Rte. 83	2,266 L, 0.429mi

**Proposed Improvement**

Street resurfacing or rehabilitation paving work, including HMA surface removal; curb & gutter removal & replacement; sidewalk removal & replacement; HMA & concrete driveway removal & replacement; pavement patching; HMA binder & surface course installation; pavement markings; drainage structure adjustments; and topsoil & seed parkway restoration.

1. Plans and proposal forms will be available in the office of

For download only from QuestCDN via the, Novotny Engineering website, <http://novotnyengineering.com.>, "Bidding" tab, for a non-refundable charge of \$30.00.

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF WILLOWBROOK	DuPage	22-00024-00-FP	67TH STREET

**PROPOSAL**

1. Proposal of M & J Asphalt Paving Company, Inc.  
Contractor's Name  
3124 S. 60th Court, Cicero, IL 60804  
Contractor's Address

2. The plans for the proposed work are those prepared by Novotny Engineering, 545 Plainfield Rd., Ste. A, Willowbrook, IL  
and approved by the Department of Transportation on \_\_\_\_\_.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 40 working days or by \_\_\_\_\_ unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: The Village Treasurer of Willowbrook.  
The amount of the check is Five percent (5%) of bid amount. ( \_\_\_\_\_ ).

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

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

The proposal guaranty check will be found in the bid proposal for: Section Number 22-00024-00-FP

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF WILLOWBROOK	DuPage	22-00024-00-FP	67TH STREET

### CONTRACTOR CERTIFICATIONS

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
VILLAGE OF WILLOWBROOK	DuPage	22-00024-00-FP	67TH STREET

**SIGNATURES**

(If an individual)

Signature of Bidder	Date	
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name		
M & J Asphalt Paving Company, Inc.		
Signature	Date	
Title		
Nick Distasio, President		
Business Address		
3124 S. 60th Court		
City	State	Zip Code
Cicero	IL	60804

Insert Names of Officers

President
Nick Distasio

Attest:

[Empty signature box]

Secretary

Secretary

James V. Distasio, Jr.

Treasurer

MaryAnn Distasio



Schedule of Prices



Contractor's Name  
M & J Asphalt Paving Company, Inc.

Contractor's Address  
3124 S. 60th Court

City  
Cicero

State  
IL

Zip Code  
60804

Local Public Agency  
Village of Willowbrook

County  
DuPage

Section Number  
22-00024-00-FP

Route(s) (Street/Road Name)  
67th Street

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item No.	Items	Unit	Quantity	Unit Price	Total
1	EARTH EXCAVATION	CU YD	150	\$65.00	\$9,750.00
2	TOPSOIL FURNISH, VARIABLE DEPTH	CU YD	150	70.00	10,500.00
3	NITROGEN FERTILIZER NUTRIENT	POUND	40	10.00	400.00
4	POTASSIUM FERTILIZER NUTRIENT	POUND	40	10.00	400.00
5	SEEDING, CLASS 1A	ACRE	0.75	16,160.00	12,120.00
6	EROSION CONTROL BLANKET	SQ YD	3600	1.10	3,960.00
7	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	8500	3.60	30,600.00
8	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	120	10.00	1,200.00
9	CLASS D PATCHES, TYPE III, 4"	SQ YD	300	28.50	8,550.00
10	CLASS D PATCHES, TYPE IV, 4"	SQ YD	300	28.50	8,550.00
11	CLASS D PATCHES, TYPE III, 6"	SQ YD	375	43.00	16,125.00
12	CLASS D PATCHES, TYPE IV, 6"	SQ YD	400	43.00	17,200.00
13	BITUMINOUS MATERIALS (TACK COAT)	POUND	6025	0.01	60.25
14	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	395	128.00	50,560.00
15	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	860	102.00	87,720.00
16	SIDEWALK REMOVAL	SQ FT	2000	1.90	3,800.00
17	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2000	8.00	16,000.00
18	COMBINATION CURB AND GUTTER REMOVAL	FOOT	4500	7.50	33,750.00
19	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12	FOOT	1750	35.00	61,250.00
20	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2750	35.00	96,250.00
21	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2100	2.20	4,620.00
22	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	320	3.00	960.00
23	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	100	4.00	400.00
24	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	50	6.00	300.00
25	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	100	8.00	800.00
SUB-TOTAL					\$475,825.25

M & J Asphalt Paving Company, Inc.

County

Section Number

Village of Willowbrook

DuPage

22-00024-00-FP

3124 S. 60th Court

67th Street

Item No.	Items	Unit	Quantity	Unit Price	Total
26	THERMOPLASTIC PAVEMENT MARKING LETTERS AND SYMBOLS	SQ FT	105	\$ 10.00	\$ 1,050.00
27	INLETS TO BE ADJUSTED	EACH	1	475.00	475.00
28	CATCH BASINS TO BE ADJUSTED	EACH	5	450.00	2,250.00
29	MANHOLES TO BE ADJUSTED	EACH	1	475.00	475.00
30	VALVE VAULTS TO BE ADJUSTED	EACH	1	475.00	475.00
31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	4	1,210.00	4,840.00
32	MANHOLES TO BE RECONSTRUCTED	EACH	1	950.00	950.00
33	CATCH BASINS TO BE RECONSTRUCTED	EACH	3	820.00	2,460.00
34	PAVEMENT REMOVAL	SQ YD	250	19.00	4,750.00
35	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	SQ YD	250	55.00	13,750.00
36	DRIVEWAY PAVEMENT REMOVAL	SQ YD	100	19.00	1,900.00
37	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	100	95.00	9,500.00
38	PAVEMENT REPLACEMENT- SURFACE COURSE, 3"	SQ YD	155	42.00	6,510.00
39	DETECTABLE WARNINGS	SQ FT	130	33.00	4,290.00
40	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	390.00	390.00
41	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	4	390.00	1,560.00
42	FRAMES AND GRATES, TYPE 3V	EACH	2	570.00	1,140.00
43	FRAMES AND GRATES, TYPE 6	EACH	1	570.00	570.00
44	INLET FILTERS	EACH	14	125.00	1,750.00
45	COARSE AGGREGATE, GRADE CA-6	TON	200	20.00	4,000.00
46	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	33,115.00	33,115.00
47	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	4,450.00	4,450.00
<b>Bidder's Proposal For Making Entire Improvement:</b>					<b>\$ 576,475.25</b>

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

OWNER: Village of Willowbrook  
PROJECT: 67<sup>th</sup> Street Rehabilitation  
PROJECT NO.: 21539

**RETURN WITH BID**

**CONTRACTOR'S CERTIFICATIONS**

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

**CERTIFICATE OF UNDERSTANDING REGARDING HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS:** As President/Principal/Partner of the below designated Company, I have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same. That if awarded a Contract for the above named project, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner, the Village of Willowbrook, the Engineer, Frank Novotny & Associates, Inc. dba Novotny Engineering, and any and all other entities so named in said "Insurance Requirements" section. All expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements. If said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner and/or Engineer relating to the subject project.

**CONTRACTOR'S BID RIGGING CERTIFICATION:** As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) as part of his/its bid on this Contract, the Contractor hereby certifies that they are not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

**CONTRACTOR'S TAX DELINQUENCY CERTIFICATION:** As required under 65 ILCS 5/11-42.1-1, the Contractor certifies that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

**CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION:** The Contractor, having submitted a bid/proposal for this project to the Owner, hereby certifies that they have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

**CONTRACTOR'S CERTIFICATIONS, Cont'd.**

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION:** Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by publishing a statement: 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace; 2) Specifying the actions that will be taken against employees for violations of such prohibition; and 3) Notifying the employee that, as a condition of employment on such Contract or grant, the employee will: (a) abide by the terms of the statement; and (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Establishing a drug-free awareness program to inform employees about: 1) the dangers of drug abuse in the workplace; 2) the grantee's or Contractor's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance program; and 4) the penalties that may be imposed upon employees for drug violations. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section. Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 580/6.

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION:** Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **Owner** as follows: The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

**(check one)**

- The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.
- The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

**RETURN WITH BID**

**(If an individual)**

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**(If a partnership)**

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Insert Names and Addresses  
of All Partners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**(If a corporation)**

Corporate Name **M & J Asphalt Company, Inc.**

Signed By \_\_\_\_\_  
Nick Distasio, President

Business Address **3124 S. 60<sup>th</sup> Court**  
**Cicero, IL 60804**

Phone Number **708-222-1200**

Federal ID Number **36-42-22220**

Insert Names of Officers:

President **Nick Disatsio**

Secretary **James V. Distasio, Jr.**

Treasurer **MaryAnn Distasio**

Attest: \_\_\_\_\_

James V. Distasio, Secretary

( S E A L )



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	67th Street	22-00024-06-FP

All contractors are required to complete the following certification

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

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

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

M & J Asphalt Paving Co., Inc. will perform the Removals, Concrete and Asphalt Paving. Program Sponsors will be the Local Union. We are members of the following: International Union of Operating Engineers – Local 150, Laborers International Union – District Council of Chicago and Vicinity, Teamsters Union and Cement Mason's - Local 502  
 Subcontracted work includes Sewer Work, Landscape Restoration and Pavement Markings The subcontracted work is to be performed by Union Contractors, their program sponsor is their local union

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

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

Bidder	Signature	Date
M & J Asphalt Paving Company, Inc.		06-20-22
Title		
President		
Address	City	State Zip Code
3124 S. 60th Court	Cicero	IL 60804

# United States Department of Labor



**Bureau of Apprenticeship and Training**  
**Certificate of Registration**  
*Chicago and Laborers' Training & Apprenticeship Program*  
*For the Trade of Construction Craft Laborer*  
*Registered as part of the National Apprenticeship Program*  
*in accordance with the basic standards of apprenticeship*  
*established by the Secretary of Labor*

April 12, 1999

Date

11L017-0602

Registration No.

DOT # 869-463-580

*Alfred M. Hill*

Secretary of Labor

*Anthony Swartz*

Director, Bureau of Apprenticeship and Training

DOT SYMBOL 06/61

**United States Department of Labor**

**Office of Apprenticeship Training, Employer and Labor Services**

**Bureau of Apprenticeship and Training**

**Certificate of Registration**

**Operating Engineers Local #150**

**Plainfield, Illinois**

**For the Trade of Operating Engineer**

**Registered as part of the National Apprenticeship Program**

**in accordance with the basic standards of apprenticeship**

**established by the Secretary of Labor**

November 5, 2002

*D.L.*

92 008780173

Registration No.



*D.L. Chao*  
Secretary of Labor

*Anthony S. Sura*  
Assistant, Apprenticeship, Training, Employer and Labor Services

**United States Department of Labor**

**Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training**

**Certificate of Registration**

*Heavy Equipment Technician Operating Engineers Local #150  
Plainfield, Illinois*

*For the Trade of Repairer (Heavy)*

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*



*May 5, 2002*

*Date*

*IL012020003*

*Sh. Chao*  
*Secretary of Labor*

*Anthony Swartz*

United States Department of Labor  
Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training  
Certificate of Registration

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
Joint Council No. 25 Training Fund  
For the Trade of Construction Driver

Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor

June 28, 2005

Date

IL015050004

Registration No.



*Loi. Chao*  
Secretary of Labor

*Anthony Sampa*  
Administrator, Apprenticeship Training, Employer and Labor Services

# The United States Department of Labor



## Bureau of Apprenticeship and Training Certificate of Registration

CEMENT MASONS' AREA JOINT APPRENTICESHIP & CEMENT MASONS UNION LOC. NO. 502  
BELLWOOD, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

*Ann McLaughlin*

Secretary of Labor

*James D. Van Eick*

Director, Bureau of Apprenticeship and Training

REGISTERED: OCTOBER 17, 1945  
REVISED: DECEMBER 29, 1988  
Date

008-0816  
Registration No.



Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	67th Street	22-00024-06-FP

I, Nick Distasio of Cicero, Illinois  
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

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

Signature	Date
	06-20-22
Print Name of Affiant	
Nick Distasio	

Notary Public

State of IL

County Cook

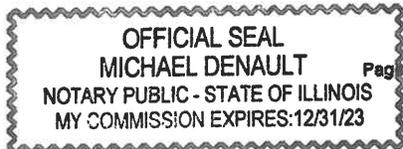
Signed (or subscribed or attested) before me on June 20, 2022 by  
(date)

Nick Distasio, authorized agent(s) of  
(name/s of person/s)  
M & J Asphalt Paving Company, Inc.  
Bidder

Signature of Notary Public

My commission expires 12-31-23

(SEAL)





Illinois Department of Transportation

Local Agency Proposal Bid Bond

RETURN WITH BID

Route Various
County DuPage
Local Agency Willowbrook
Section 22-00024-00-FP

PAPER BID BOND

WE M&J Asphalt Paving Company, Inc. as PRINCIPAL, and Old Republic Surety Company as SURETY, are held jointly, severally and firmly bound unto the above Local Agency...

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE, if the Proposal is accepted and a Contract awarded to the PRINCIPAL by the LPA for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal Contract, furnish Surety guaranteeing the faithful performance of the work...

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 17th day of June A.D., 2022.

PRINCIPAL

M&J Asphalt Paving Company, Inc.

(Company Name)
BY: (Signature & Title)

(Company Name)
BY: (Signature) President

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

SURETY
BY:

Old Republic Surety Company
(Name of Surety)

(Signature of Attorney-in-Fact) Josefina Rojo



STATE OF ILLINOIS
COUNTY OF Cook

I, Michael Denault, a Notary Public in and for said county,

do hereby certify that Nick Distasio \*\*See Attached for Surety\*\*

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

Given under my hand and notarial seal this 20th day of June A.D., 2022.

My commission expires 12-31-23

(Signature) Michael Denault
(Notary Public)



ELECTROBIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

(Date)



# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

JOSEFINA ROJO, HALEY ANDERSON of CHICAGO, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of January, 2022.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

*Alan Pavlic*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of January, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

### CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



63-0044

ORSC 11008 (6-93)

MESIROW INSURANCE SERVICES INC

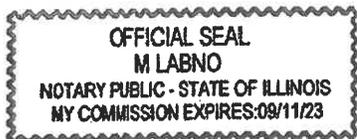
Signed and sealed at the City of Brookfield, WI this 17th day of June, 2022.

*Karen J. Haffner*  
Assistant Secretary

State of Illinois  
County of Cook

On this 17<sup>th</sup> day of June 2022, before me personally appeared  
Josefina Rojo, known to me to be the Attorney-in-fact of  
Old Republic Surety Company, the corporation that executed the  
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the  
aforesaid county, the day and year in this certificate first above written.



  
\_\_\_\_\_  
(Notary Public)

(Seal)



**Illinois Department  
of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability  
For the Letting of 22-00024-00-FP**

(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Pending	
Contract Number	22-00194-00-PV	Parking Lots	22-00000-01-GM			
Contract With	Oak Lawn	Bridgeview	Willow Springs	Village of Schiller Park		
Estimated Completion Date	11/15/2022	7/15/2022	7/15/2022	7/31/2022		
Total Contract Price	3,067,209.25	87,378.50	144,328.00	238,812.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	3,067,209.25	78,598.00	144,328.00	238,812.00		3,528,947.25
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>3,528,947.25</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals	
Earthwork	141,350.00		5,955.00	49,446.45	196,751.45	
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving	1,022,360.00	54,540.00	79,400.00	8,253.30	1,164,553.30	
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	73,115.00		2,400.00	20,994.30	96,509.30	
Highway,R.R. and Waterway Structures						
Drainage		0.00	1,570.00		1,570.00	
Electrical						
Cover and Seal Coats						
Concrete Construction	595,531.00		34,230.00	100,251.70	730,012.70	
Landscaping				3,834.90	3,834.90	
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling	65,194.00	18,935.00	14,852.50	3,151.50	102,133.00	
Demolition						
Pavement Markings (Paint)		1,463.50			1,463.50	
Other Construction (List)	45,000.00				45,000.00	
Prime Coat	416.00		20.50		436.50	
Traffic Control	109,780.00	3,660.00	2,500.00	21,585.00	137,525.00	
<b>Totals</b>	<b>2,052,746.00</b>	<b>78,598.50</b>	<b>140,928.00</b>	<b>207,517.15</b>	<b>0.00</b>	<b>2,479,789.65</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Pending
Subcontractor	Riccio			Suburban General	
Type of Work	Sewer		Pavement Markings	Sewer & Water	
Subcontract Price	604,312.00		3,400.00	31,294.85	
Amount Uncompleted	604,312.00		3,400.00	31,294.85	
Subcontractor	Gallagher				
Type of Work	Hot In Place Recycle				
Subcontract Price	247,953.00				
Amount Uncompleted	247,953.00				
Subcontractor	Seasonal				
Type of Work	Landscape				
Subcontract Price	104,146.00				
Amount Uncompleted	104,146.00				
Subcontractor	City Lights				
Type of Work	Electrical				
Subcontract Price	22,915.00				
Amount Uncompleted	22,915.00				
Subcontractor					
Type of Work	Thermoplastic				
Subcontract Price	21,637.25				
Amount Uncompleted	21,637.25				
Subcontractor	Mackie				
Type of Work	Layout				
Subcontract Price	13,500.00				
Amount Uncompleted	13,500.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>1,014,463.25</b>	<b>0.00</b>	<b>3,400.00</b>	<b>31,294.85</b>	<b>0.00</b>

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20th day of June 2022

Michael Denault  
Notary Public

Type or Print Name Nick Distasio President  
Officer or Director Title

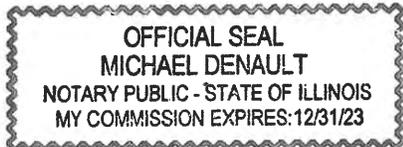
Signed [Signature]

My commission expires: 12-31-23

Company M & J Asphalt Paving Company, Inc.

(Notary Seal)

Address 3124 S. 60th Court  
Cicero, Illinois 60804





# Illinois Department of Transportation

Bureau of Construction  
 2300 South Dirksen Parkway/Room 322  
 Springfield, Illinois 62764

## Affidavit of Availability For the Letting of 22-00024-00-FP

(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	5	6	7	8	Pending	
Contract Number						
Contract With	Village of Park Forest	Oswego Township	Village of McCook	Western Springs	City of Elmhurst	
Estimated Completion Date	10/31/2022	8/1/2022	8/1/2022	9/30/2022	10/15/2022	
Total Contract Price	107,700.00	535,353.00	259,990.50	1,079,107.40	235,245.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	107,700.00	535,353.00	259,990.50	1,079,107.40	235,245.00	5,746,343.15
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>5,746,343.15</b>

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals	
Earthwork		64,100.00	22,025.00	44,214.20	327,090.65	
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving	107,700.00	48,000.00	94,700.00	498,140.00	1,913,093.30	
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces		3,750.00	1,200.00	35,513.50	136,972.80	
Highway,R.R. and Waterway Structures						
Drainage				22,020.00	23,590.00	
Electrical						
Cover and Seal Coats						
Concrete Construction		380,000.00	63,500.00	219,448.50	1,591,636.20	
Landscaping		3,050.00			6,884.90	
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling			10,036.00	74,344.70	186,513.70	
Demolition						
Pavement Markings (Paint)			500.00		1,963.50	
Other Construction (List)		1,500.00	4,950.00		51,450.00	
Prime Coat			16.50	126.50	579.50	
Traffic Control		34,953.00	11,300.00	39,200.00	237,528.00	
<b>Totals</b>	<b>107,700.00</b>	<b>535,353.00</b>	<b>208,227.50</b>	<b>910,987.40</b>	<b>235,245.00</b>	<b>4,477,302.55</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others**

For each contract described in Part I, list all the work you have subcontracted to others.

	5	6	7	8	Pending
Subcontractor			Seasonal		
Type of Work			Landscape	Landscape	
Subcontract Price			33,600.00	18,420.00	
Amount Uncompleted			33,600.00	18,420.00	
Subcontractor					
Type of Work			Thermoplastic	Thermoplastic	
Subcontract Price			2,750.00	4,768.00	
Amount Uncompleted			2,750.00	4,768.00	
Subcontractor			Emergia	Galaxy	
Type of Work			Sewer	Sewer	
Subcontract Price			9,113.00	128,307.00	
Amount Uncompleted			9,113.00	128,307.00	
Subcontractor			Road Fabrics	Road Fabrics	
Type of Work			Strip RCCT	LJS	
Subcontract Price			6,300.00	16,625.00	
Amount Uncompleted			6,300.00	16,625.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>0.00</b>	<b>0.00</b>	<b>51,763.00</b>	<b>168,120.00</b>	<b>0.00</b>

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20th day of June 2022

Michael D Denault  
Notary Public

Type or Print Name Nick Distasio President  
Officer or Director Title

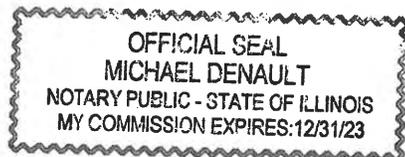
Signed [Signature]

My commission expires: 12-31-23

Company M & J Asphalt Paving Company, Inc.

Address 3124 S. 60th Court  
Cicero, Illinois 60804

(Notary Seal)





**Special Provisions**



Print Form

Reset Form

Local Public Agency

County

Section Number

Village of Willowbrook

DuPage

22-00024-00-FP

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

January 1, 2022

, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

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## DuPage County Prevailing Wage Rates posted on 5/18/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W				
ASBESTOS ABT-GEN	All	ALL		45.90	46.90	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.85	41.96	1.5	1.5	2.0	2.0	14.42	12.61	0.00	0.82	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
CARPENTER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
CEMENT MASON	All	ALL		47.50	49.50	2.0	1.5	2.0	2.0	16.75	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		42.80	42.80	1.5	1.5	2.0	2.0	11.45	14.27	0.00	0.94	
COMMUNICATION TECHNICIAN	All	BLD		34.71	37.51	1.5	1.5	2.0	2.0	12.85	23.75	3.20	0.68	0.10
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10
ELECTRICIAN	All	BLD		41.83	46.08	1.5	1.5	2.0	2.0	12.85	27.00	6.85	0.95	0.10
ELEVATOR CONSTRUCTOR	All	BLD		60.42	67.97	2.0	2.0	2.0	2.0	15.87	19.31	4.83	0.64	
FENCE ERECTOR	NE	ALL		45.67	47.67	1.5	1.5	2.0	2.0	13.68	16.39	0.00	0.65	
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		47.60	49.10	1.5	2.0	2.0	2.0	14.99	23.55	0.00	1.43	
HEAT/FROST INSULATOR	All	BLD		51.80	54.91	1.5	1.5	2.0	2.0	14.42	15.36	0.00	0.82	
IRON WORKER	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		45.90	46.65	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
LATHER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		37.00	50.10	1.5	1.5	2.0	2.0	11.70	19.10	0.00	0.93	
MARBLE MASON	All	BLD		47.71	52.48	1.5	1.5	2.0	2.0	11.70	20.53	0.00	1.02	
MATERIAL TESTER I	All	ALL		35.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MATERIALS TESTER II	All	ALL		40.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MILLWRIGHT	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
OPERATING ENGINEER	All	BLD	1	53.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	2	52.30	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	3	49.75	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	

OPERATING ENGINEER	All	BLD	4	48.00	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	5	57.35	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	6	54.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	7	56.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	51.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	2	51.25	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	3	49.20	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	4	47.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	5	46.60	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	6	54.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	7	52.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
ORNAMENTAL IRON WORKER	E	ALL		52.13	54.63	2.0	2.0	2.0	2.0	14.23	23.99	0.00	1.25	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		49.30	51.30	1.5	1.5	1.5	2.0	19.08	4.15	0.00	1.10	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
PIPEFITTER	All	BLD		52.00	55.00	1.5	1.5	2.0	2.0	11.60	21.85	0.00	2.92	
PLASTERER	All	BLD		48.60	51.52	1.5	1.5	2.0	2.0	11.70	20.98	0.00	1.02	
PLUMBER	All	BLD		52.80	55.95	1.5	1.5	2.0	2.0	16.45	16.75	0.00	1.47	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.58	14.56	0.00	0.96	
SHEETMETAL WORKER	All	BLD		51.83	54.42	1.5	1.5	2.0	2.0	11.22	19.08	0.00	1.45	2.46
SPRINKLER FITTER	All	BLD		52.25	55.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75	
STEEL ERECTOR	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
TERRAZZO FINISHER	All	BLD		44.54	44.54	1.5	1.5	2.0	2.0	11.45	16.64	0.00	0.97	
TERRAZZO MASON	All	BLD		48.38	51.88	1.5	1.5	2.0	2.0	11.45	18.10	0.00	1.00	
TILE MASON	All	BLD		49.75	53.75	1.5	1.5	2.0	2.0	11.45	17.98	0.00	1.02	
TRAFFIC SAFETY WORKER I	All	HWY		38.50	40.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRAFFIC SAFETY WORKER II	All	HWY		39.50	41.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRUCK DRIVER	All	ALL	1	40.06	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	2	40.21	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	3	40.41	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	4	40.61	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TUCKPOINTER	All	BLD		48.25	49.25	1.5	1.5	2.0	2.0	8.79	20.47	0.00	1.01	

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS AND  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2022

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

# RECURRING SPECIAL PROVISIONS



## Check Sheet for Recurring Special Provisions



Local Public Agency <b>Village of Willowbrook</b>	County <b>DuPage</b>	Section Number <b>22-00024-00-FP</b>
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Check this box for lettings prior to 01/01/2022.

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

<u>Check Sheet #</u>	<u>Recurring Special Provisions</u>	<u>Reference Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	1
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	4
3	<input type="checkbox"/> EEO	5
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	<input type="checkbox"/> Required Provisions - State Contracts	20
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	26
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	27
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	28
9	<input type="checkbox"/> Construction Layout Stakes	29
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	32
11	<input type="checkbox"/> Subsealing of Concrete Pavements	34
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	38
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	40
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	41
15	<input type="checkbox"/> Polymer Concrete	43
16	<input type="checkbox"/> PVC Pipeliner	45
17	<input type="checkbox"/> Bicycle Racks	46
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	48
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	50
20	<input type="checkbox"/> English Substitution of Metric Bolts	51
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	52
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	53
23	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	61
24	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	77
25	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment (A-1)	79
26	<input type="checkbox"/> Temporary Raised Pavement Markers	85
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	86
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	89
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	93
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	96
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	98
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	99

## LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	22-00024-00-FP

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

<u>Check Sheet #</u>	<u>Local Roads And Streets Recurring Special Provisions</u>	<u>Page No.</u>
LRS 1	<b>Reserved</b>	101
LRS 2	<input type="checkbox"/> Furnished Excavation	102
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	103
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	104
LRS 5	<input checked="" type="checkbox"/> Contract Claims	105
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	106
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	112
LRS 8	<b>Reserved</b>	118
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	119
LRS 10	<b>Reserved</b>	123
LRS 11	<input checked="" type="checkbox"/> Employment Practices	124
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	126
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	128
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	129
LRS 15	<input checked="" type="checkbox"/> Partial Payments	132
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	133
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	134
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	135
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	136

## BDE SPECIAL PROVISIONS

For the April 29, 2022 and June 17, 2022 Lettings

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

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099	1	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
* 80274	2	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192	3	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	6	Blended Finely Divided Minerals	April 1, 2021	
80241	7	Bridge Demolition Debris	July 1, 2009	
50261	8	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	9	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	10	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	11	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80384	12	X Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	13	Completion Date (via calendar day)	April 1, 2008	
80199	14	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	15	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	16	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261	17	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434	18	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	19	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80229	20	X Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80433	21	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80422	22	High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
* 80443	23	High Tension Cable Median Barrier Removal	April 1, 2022	
* 80444	24	Hot-Mix Asphalt – Patching	April 1, 2022	
80442	25	Hot-Mix Asphalt – Start of Production	Jan. 1, 2022	
80438	26	Illinois Works Apprenticeship Initiative – State Funded Contracts	Jun. 2, 2021	Sept. 2, 2021
80411	27	Luminaires, LED	April 1, 2019	Jan. 1, 2022
80045	28	Material Transfer Device	June 15, 1999	Jan. 1, 2022
80418	29	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80430	30	X Portland Cement Concrete – Haul Time	July 1, 2020	
34261	31	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80395	32	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	33	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127	34	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	35	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	36	X Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437	37	X Submission of Payroll Records	April 1, 2021	
80435	38	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
80410	39	Traffic Spotters	Jan. 1, 2019	
20338	40	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80318	41	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	42	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439	43	X Vehicle and Equipment Warning Lights	Nov. 1, 2021	
80440	44	Waterproofing Membrane System	Nov. 1, 2021	
80302	45	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	46	X Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	47	X Working Days	Jan. 1, 2002	

The following special provisions are in the 2022 Standard Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80425	Cape Seal	Sections 405, 1003	Jan. 1, 2020	Jan. 1, 2021
80387	Contrast Preformed Plastic Pavement Marking	Articles 780.08, 1095.03	Nov. 1, 2017	
80402	Disposal Fees	Article 109.04(b)	Nov. 1, 2018	
80378	Dowel Bar Inserter	Articles 420.03, 420.05, 1103.20	Jan. 1, 2017	Jan. 1, 2018
80421	Electric Service Installation	Articles 804.04, 804.05	Jan. 1, 2020	
80415	Emulsified Asphalts	Article 1032.06	Aug. 1, 2019	
80423	Engineer's Field Office and Laboratory	Section 670	Jan. 1, 2020	
80417	Geotechnical Fabric for Pipe Underdrains and French Drains	Articles 1080.01(a), 1080.05	Nov. 1, 2019	
80420	Geotextile Retaining Walls	Article 1080.06(d)	Nov. 1, 2019	
80304	Grooving for Recessed Pavement Markings	Articles 780.05, 780.14, 780.15	Nov. 1, 2012	Nov. 1, 2020
80416	Hot-Mix Asphalt – Binder and Surface Course	Sections 406, 1003, 1004, 1030, 1101	July 2, 2019	Nov. 1, 2019
80398	Hot-Mix Asphalt – Longitudinal Joint Sealant	Sections 406, 1032	Aug. 1, 2018	Nov. 1, 2019
80406	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Sections 406, 1030	Jan. 1, 2019	Jan. 2, 2021
80347	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Sections 406, 1030	Nov. 1, 2014	July 2, 2019
80383	Hot-Mix Asphalt – Quality Control for Performance	Sections 406, 1030	April 1, 2017	July 2, 2019
80393	Manholes, Valve Vaults, and Flat Slab Tops	Articles 602.02, 1042.10	Jan. 1, 2018	Mar. 1, 2019
80424	Micro-Surfacing and Slurry Sealing	Sections 404, 1003	Jan. 1, 2020	Jan. 1, 2021
80428	Mobilization	Article 671.02	April 1, 2020	
80412	Obstruction Warning Luminaires, LED	Sections 801, 822, 1067	Aug. 1, 2019	
80359	Portland Cement Concrete Bridge Deck Curing	Articles 1020.13, 1022.03	April 1, 2015	Nov. 1, 2019
80431	Portland Cement Concrete Pavement Patching	Articles 701.17(e)(3)b, 1001.01(d), 1020.05(b)(5)	July 1, 2020	
80432	Portland Cement Concrete Pavement Placement	Article 420.07	July 1, 2020	
80300	Preformed Plastic Pavement Marking Type D - Inlaid	Articles 780.08, 1095.03	April 1, 2012	April 1, 2016
80157	Railroad Protective Liability Insurance (5 and 10)	Article 107.11	Jan. 1, 2006	
80306	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Section 1031	Nov. 1, 2012	Jan. 2, 2021
80407	Removal and Disposal of Regulated Substances	Section 669	Jan. 1 2019	Jan. 1, 2020
80419	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Articles 280.02, 280.04, 1080.02, 1080.03, 1081.15	Nov. 1, 2019	July 1, 2021
80408	Steel Plate Beam Guardrail Manufacturing	Article 1006.25	Jan. 1, 2019	
80413	Structural Timber	Article 1007.03	Aug. 1, 2019	
80298	Temporary Pavement Marking	Section 703, Article 1095.06	April 1, 2012	April 1, 2017
80409	Traffic Control Devices – Cones	Article 701.15(a), 1106.02(b)	Jan. 1, 2019	
80288	Warm Mix Asphalt	Sections 406, 1030, 1102	Jan. 1, 2012	April 1, 2016
80414	Wood Fence Sight Screen	Article 641.02	Aug. 1, 2019	April 1, 2020

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

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

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

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

80384

**CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

Revised: November 1, 2014

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

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

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

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

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

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

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

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of

work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

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

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

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

80261

### **FUEL COST ADJUSTMENT (BDE)**

Effective: April 1, 2009

I Revised: August 1, 2017

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

General. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered

construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds

\$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units

Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B — Subbase and Aggregate Base courses	0.62	gal / ton
C — HMA Bases, Pavements and Shoulders	1.05	gal / ton
D — PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E — Structures	8.00	gal / \$1000

Metric Units

Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B — Subbase and Aggregate Base courses	2.58	liters / metric ton
C — HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D — PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E — Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
B	sq yd to ton	0.057 ton / sq yd / in depth
	sq m to metric ton	0.00243 metric ton / sq m / mm depth

C	sq yd to ton sq m to metric ton	0.056 ton / sq yd / in depth 0.00239 m ton / sq m / mm depth
D	sq yd to cu yd sq m to cu m	0.028 cu yd / sq yd / in depth 0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

$$CA = (FPI_p - FPI_L) \times FUF \times Q$$

Where: CA = Cost Adjustment, \$  
FPI<sub>p</sub> = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)  
FPI<sub>L</sub> = Fuel Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/gal (\$/liter)  
FUF = Fuel Usage Factor in the pay item(s) being adjusted  
Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

Basis of Payment. Fuel cost adjustments may be positive or negative but will only be made when there is a difference between the FPI<sub>L</sub> and FPI<sub>p</sub> in excess of five percent, as calculated by:

$$\text{Percent Difference} = \frac{(FPI_L - FPI_p) + FPI_L}{FPI_L} \times 100$$

Fuel cost adjustments will be calculated for each calendar month in which applicable work is performed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

80229

### **PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)**

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

“(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge, °F (°C)	Maximum Haul Time <sup>1/</sup> (minutes)	
	Truck Mixer or Truck Agitator	Nonagitator Truck
50 - 64 (10 - 17.5)	90	45
> 64 (> 17.5) - without retarder	60	30
> 64 (> 17.5) - with retarder	90	45

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.”

80430

### **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

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

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

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

80391

**SUBMISSION OF PAYROLL RECORDS (BDE)**

Effective: April 1, 2021

Revise Item 3 of Section IV of Check Sheet #5 of the Recurring Special Provisions to read: "3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month to the Illinois Department of Labor (IDOL) through the Illinois Prevailing Wage Portal in compliance with the State Prevailing Wage Act (820 ILCS 130). The portal can be found on the IDOL website at <https://www2.illinois.gov/idol/LawsRules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. Payrolls shall be submitted in the format prescribed by the IDOL."

80437

**VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. The lights shall be in operation while the vehicle is engaged in construction operations."

80439

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

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports  
..... 1106.02"

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

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

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

"**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each

Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

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

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

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

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

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

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

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

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

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

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

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

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

80427

### **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within forty (40) working days.

80071

### **STATUS OF UTILITIES (D-1)**

Effective: June 1, 2016

Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

### **UTILITIES TO BE ADJUSTED**

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

**Pre-Stage**

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

**Stage 1**

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

**Stage 2**

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME

No conflicts to be resolved.

Pre-Stage: N/A Days Total

Installation Stage 1: N/A  
Days Total

Installation Stage 2: N/A  
Days Total

Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
Novotny Engineering	John E. Fitzgerald, P.E.	630-887-8640	<a href="mailto:jfitzgerald@novotnyengineering.com">jfitzgerald@novotnyengineering.com</a>

**UTILITIES TO BE WATCHED AND PROTECTED**

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

**Pre-Stage**

<b>STAGE / LOCATION</b>	<b>TYPE</b>	<b>DESCRIPTION</b>	<b>OWNER</b>
Parkways throughout project	Gas	Gas Main - no conflicts anticipated.	<u>NiCor</u> Utility Coordinator 1844 Ferry Road, Floor 3W Naperville, IL 60563 Attn: Ms. Constance Lane Phone: 630-983-8676 ext 2361
Parkways throughout Project	Phone	Underground Cable - no conflicts anticipated	<u>AT&amp;T</u> 1000 Commerce Drive 2 <sup>nd</sup> Fl Oak Brook, IL 60523 Attn: Mr. Robert Hacker Phone: 630-941-2565
Parkways throughout Project	Cable	Underground Cable- no conflicts anticipated.	<u>Comcast</u> Drafting & Design Department 668 Industrial Drive Elmhurst, IL 60126-1022 Attn: Ms. Martha Gieras Phone: 630-600-6346
Parkways throughout Project	Electric	Underground Power Lines - no conflicts anticipated,	<u>ComEd</u> 1N423 Swift Road Lombard, IL 60148 Attn: Mr. Joe Stacho Phone: 630-424-5704
Parkways throughout Project	Street Lighting	Underground - no conflicts anticipated.	<u>Village of Willowbrook</u> Public Works 835 Midway Dr. Willowbrook, IL 60527 Mr. AJ Passero, Foreman Phone: 630/323-8215
Beneath pavement throughout project	Water Main	Water Main beneath pavement – no conflicts anticipated.	<u>Village of Willowbrook</u> Public Works 835 Midway Dr. Willowbrook, IL 60527 Mr. AJ Passero, Foreman Phone: 630/323-8215

**Stage 2**

<b>STAGE / LOCATION</b>	<b>TYPE</b>	<b>DESCRIPTION</b>	<b>OWNER</b>
Project Locations as located by Owner	Water Main	Existing water main pipes are old and tend to be fragile. Construction methods over pipe should consider conditions.	<u>Village of Willowbrook</u> Public Works 835 Midway Dr. Willowbrook, IL 60527 Mr. AJ Passero, Foreman Phone: 630/323-8215

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
Novotny Engineering	John E. Fitzgerald, P.E.	630-887-8640	<a href="mailto:fitzgerald@novotnyengineering.com">fitzgerald@novotnyengineering.com</a>

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

**VILLAGE OF WILLOWBROOK**

**NOVOTNY ENGINEERING**

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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
COOPERATION WITH UTILITIES

Effective: January 1, 1999  
Revised: January 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Replace Article 105.07 of the Standard Specifications with the following:

**"105.07 Cooperation with Utilities.** The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner. When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

- (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
- (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed

to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

State of Illinois  
 DEPARTMENT OF TRANSPORTATION  
 Bureau of Local Roads & Streets  
 SPECIAL PROVISION  
 FOR  
 LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA  
 Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

**“1030.06 Quality Management Program.** The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
	Cores
<input type="checkbox"/>	Nuclear Density Gauge (Correlated
<input type="checkbox"/>	when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot- Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

## **PUBLIC CONVENIENCE AND SAFETY (DIST 1)**

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

## TRAFFIC CONTROL PLAN (D1)

Effective: September 30, 1985

Revised: January 1, 2007

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

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

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

### STANDARDS:

701301-04

701501-06

### SPECIAL PROVISIONS: Maintenance of Roadways

Work Zone Traffic

Flaggers in Work Zones

### DETAILS:

TC-10 Traffic Control and Protection for Side Roads,  
Intersections and Driveways

TC-13 District One Typical Pavement Markings

## HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019

Revised: December 1, 2021

Revise Article 1004.03(c) to read:

"(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 <sup>1/</sup>
	SMA 12.5 <sup>2/</sup>	CA 13 <sup>4/</sup> , CA 14, or CA 16
	SMA 9.5 <sup>2/</sup>	CA 13 <sup>3/4/</sup> or CA 16 <sup>3/</sup>
	IL-9.5	CA 16, CM 13 <sup>4/</sup>

	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16

- 1/ CA 16 or CA 13 may be blended with the CA 11.
- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Supplemental Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent.”

Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

Item	Article/Section
(g)Performance Graded Asphalt Binder (Note 6)	1032
(h)Fibers (Note 2)	

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein..”

Revise table in Article 1030.05(a) of the Standard Specifications to read:

"MIXTURE COMPOSITION (% PASSING)" <sup>1/</sup>												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 <sup>6/</sup>	90	100
#8 (2.36 mm)	20	42	16	24 <sup>4/</sup>	16	32 <sup>4/</sup>	34 <sup>5/</sup>	52 <sup>2/</sup>	45	60 <sup>6/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4.0	6.0	4.0	6.5	7.0	9.0 <sup>3/</sup>
#635 (20 μm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with N<sub>design</sub> = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder

(VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 <sup>1/</sup>		18.5			
SMA-12.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
SMA-9.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .
- 4/ Applies when specific gravity of coarse aggregate is  $< 2.760$ .
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Add after third sentence of Article 1030.09(b) to read:

“If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 <sup>1/</sup>	V <sub>D</sub> , P , T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	V <sub>S</sub> , T <sub>B</sub> , T <sub>F</sub> , O <sub>T</sub>	As specified in Section 1030

IL-4.75 and SMA <i>3/ 4/</i>	T <sub>B</sub> , 3W, O <sub>T</sub>	T <sub>F</sub> , 3W	As specified in Section 1030
Mixtures on Bridge Decks <i>2/</i>	T <sub>B</sub>	T <sub>F</sub>	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T<sub>B</sub>), and/or three-wheel (3W) rollers for breakdown, except one of the (T<sub>B</sub>) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T<sub>B</sub>) or (3W) rollers can be substituted for an oscillatory roller (O<sub>T</sub>). T<sub>F</sub> rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T<sub>B</sub> rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T<sub>B</sub> rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver.”

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G<sub>mb</sub>.”

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

“A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is constructed, the Contractor shall collect and split the mixture according to the document “Hot-Mix Asphalt Test Strip Procedures”. The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document “Hot-Mix Asphalt Mixture Design Verification Procedure” Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production.”

## FRICITION AGGREGATE (D1)

Effective: January 1, 2011

Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

**“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed				
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete				
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete				
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L  SMA Binder	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>				
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>				
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup>				
		<u>Other Combinations Allowed:</u>				
		<table border="1"> <tr> <td><i>Up to...</i></td> <td><i>With...</i></td> </tr> <tr> <td>25% Limestone</td> <td>Dolomite</td> </tr> </table>	<i>Up to...</i>	<i>With...</i>	25% Limestone	Dolomite
<i>Up to...</i>	<i>With...</i>					
25% Limestone	Dolomite					

Use	Mixture	Aggregates Allowed	
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/6/</sup> :	
		Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag  No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel <sup>2/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/6/</sup> :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel <sup>2/</sup> or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

1/ Crushed steel slag allowed in shoulder surface only.

2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.

- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume.”
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80.”

**GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D1)**

Effective: June 26, 2006

Revised: December 1, 2021

Add the following to the end of article 1032.05 of the Standard Specifications:

“(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)
Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min.	65	65

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

“A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C).

The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of  $\pm 0.40$  percent.”

## DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- “(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) ..... 1030
- “(j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 $\pm$ 15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)”

Revise Article 603.07 of the Standard Specifications to read:

**“603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting $\pm$ 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.

Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min
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Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

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

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

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

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

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

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

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor's or Subcontractor's work performed on this project, and shall not be responsible for the Contractor's or Subcontractor's means, methods, techniques, sequences or procedures, timely performance, safety

programs and/or precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under these Contract documents.

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

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

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

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- (b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- (c) That, in all solicitations or advertisements, for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, natural origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service;
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
- (e) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations;
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations;

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

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

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

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part is utilized in the performance of any one or more Contracts; or,
- (b) under which any portion of the Contractor's obligations under any one or more Contracts, if performed, undertaken, or assumed.

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

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

**NOTICE TO PROCEED:** Unless otherwise notified in writing by the Owner or the Engineer, the Contractor's "Notice to Proceed" with the work shall be the receipt of a fully executed copy of the Contract Document, after which the Contractor shall have ten (10) calendar days to mobilize and begin work in accordance with Article 108.03 of the Standard Specifications.

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

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

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

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

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

**GUARANTEE OF WORK:** Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the Engineer, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

To insure compliance with this provision, the Contract Bond shall remain in effect for a period of one (1) year from the date of final acceptance, which shall be defined as the date of the final payment estimate.

The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the Contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty or the one (1) year follow up warranty noted above, and shall be enforceable within the Statute of Limitation period as prescribed by law. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

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

The Contractor shall contact the Owners of all public and private utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the Contractor in connection with

making arrangements shall be borne by the Contractor and considered incidental to the Contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

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

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

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

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

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

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

Safety Regulations. The Contractor is responsible for carrying out all safety and health regulations on the job site for his own respective agents and employees and to insure the safety of the general public.

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

**CONSTRUCTION LAYOUT MATERIALS:** Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his expense, a sufficient quantity of staking materials, including stakes, lath, paint, etc., to adequately stake out line and grade for the proposed improvements. These materials shall be furnished prior to the beginning of construction and the Contractor shall provide sufficient time for the Engineer to properly stake all various units of construction. All staking and marking will be done on offset lines on permanently paved surfaces or stakes at the Engineer's option within the public right-of-way, and it will be the Contractor's responsibility to transfer the grades to the actual line of construction. Failure to provide the necessary materials will result in a delay in starting the project, which will count against the time allowed to complete the project.

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

**SHOP DRAWINGS:** Shop drawings shall be submitted for metal fabrication items such as bridges, meter vaults, etc. All shop drawings shall be approved by the Contractor prior to submittal to the Engineer for review. The Engineer shall not approve the shop drawings; it shall be the Contractor's responsibility to provide the necessary labor and material to comply with the Contract provisions.

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

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

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

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

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

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

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

- a) The Contractor must certify that it is not barred from contracting with any unit of state or local government, as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of the Criminal Code of 1961, 720 ILCS 5/22E-1 through 5/33E-13.
- b) The Contractor must certify that pursuant to 65 ILCS 5/11-42.1-1, the Contractor it is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.
- c) The Contractor must certify compliance pursuant to 30 ILCS 580/1, et seq., ("Drug-Free Workplace Act"), and require that all Subcontractors furnish Certifications of Compliance with this Act.
- d) The Contractor must certify compliance pursuant to 775 ILCS 5/2-105(A)(4) "Sexual Harassment Policy Certification."
- e) The Contractor must certify compliance pursuant to P.A. 95-0635 of the Substance Abuse Prevention on Public Works Act and require that all Subcontractors furnish Certifications of Compliance with this Act.

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

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

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

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

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

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

**FINAL WAIVER OF LIEN**

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

City # \_\_\_\_\_

Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

**WHEREAS** the undersigned has been employed by \_\_\_\_\_  
to furnish \_\_\_\_\_  
for the premises known as \_\_\_\_\_  
of which \_\_\_\_\_ is the Owner.

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

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

Signature and Seal: \_\_\_\_\_

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal  
affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner  
should sign and designate himself as partner.

**CONTRACTOR'S AFFIDAVIT**

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

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is \_\_\_\_\_  
\_\_\_\_\_ of the \_\_\_\_\_  
who is the Contractor of the \_\_\_\_\_ work on the  
building located at \_\_\_\_\_  
owned by \_\_\_\_\_.

That the total amount of the Contract including extras is \$ \_\_\_\_\_ of which he has received payment of \$ \_\_\_\_\_ prior to this payment.  
That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity  
of said waivers. That the following are the names of all parties who have furnished material or labor or both for said work and all parties having  
Contracts or Subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become  
due to each, and that the items mentioned include all labor and material required to complete said work according to Plans and Specifications.

	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	PAYMENT	BALANCE DUE
LABOR AND MATERIAL TO COMPLETE					

That there are no other Contracts for said work outstanding, and there is nothing due or to become due to any person for materials, labor  
or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**\*SPECIAL PROVISION\***

**LOCATION OF IMPROVEMENT**

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
67 <sup>th</sup> Street	2,268 FT	0.429	Clarendon Hills Road	Rte. 83

**DESCRIPTION OF WORK:** These improvements include street resurfacing or rehabilitation paving work, including HMA surface removal; curb & gutter removal & replacement; sidewalk removal & replacement; HMA & concrete driveway removal & replacement; pavement patching; HMA binder & surface course installation; pavement markings; drainage structure adjustments; and topsoil & seed parkway restoration.

At all times, areas under construction shall be properly barricaded and protected to insure maximum safety. Traffic Control Standards and Special Provisions included in these bid documents shall be strictly enforced during applicable stages of construction.

**UNCONTAMINATED SOIL CERTIFICATION**

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation, Forms LPC-663 or LPC-662 will be prepared and provided by the Owner and submitted to the Contractor at the time of the Preconstruction Meeting. All costs for the preparation of this form to certify that the soil is uncontaminated soil and is within acceptable pH ranges will be paid for by the Owner (Village of Willowbrook).

## **\*SPECIAL PROVISION\***

### **LIMITS OF CONSTRUCTION (PAVING OPERATIONS)**

The Public Works Foreman and/or Engineer shall mark the limits of paving operations. This includes all pavement removal and patching limits at the start and end of the project and at side street radii, etc.

### **SIGN AND MAILBOX RELOCATE**

The CONTRACTOR may remove and replace all street signs and mailboxes located in or near the construction zone. The CONTRACTOR shall be responsible for replacing at his expense any signs or mailboxes damaged during construction and the operation of removing and replacing any signs or mailboxes. The removal and replacement of all existing signs and mailboxes within the construction limits shall not be paid for separately but shall be included in the cost of the contract. All work must comply with the most recent version the Federal Highway Administrations MUTCD.

### **MAINTENANCE OF ROADWAYS**

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

The work involved in maintaining the existing pavement will not be paid for separately at the contract unit prices for the various items of work involved, unless otherwise specified elsewhere in these Special Provisions. Traffic control and protection will be paid for as stated in the contract. No construction activity shall begin until all proper signs and barricades have been installed.

**\*SPECIAL PROVISION\***

**PUBLIC CONVENIENCE AND SAFETY**

In addition to the requirements of Article 107.09 of the STANDARD SPECIFICATIONS, and (Dist. 1) SPECIAL PROVISIONS, the CONTRACTOR shall maintain entrances and side roads along the proposed improvements; interference with the traffic movements and inconvenience to the owners of abutting property and public shall be kept to a minimum. The costs associated with any delays or inconveniences caused by the CONTRACTOR by complying with these requirements shall be considered as included with the price of the contract and no additional compensation will be allowed.

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

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

The CONTRACTOR will not be allowed to close any street to through travel without the prior approval of the VILLAGE. The CONTRACTOR will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances to guarantee the safety of motorists and pedestrians during construction. This work will not be paid for separately but shall be considered as included with the Contract, and no additional compensation will be allowed.

**DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIALS**

The Contractor shall be responsible for removal and disposal of all waste material, asphalt, concrete, stone, dirt, or debris generated in the course of the work.

The contractor shall load the removed pieces of curb and gutter, sidewalk, driveway, and street pavements, etc., directly onto trucks, haul it away, and dispose of it. The temporary storing of excavated materials on the parkways, and re-handling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide for one. The stockpiling of excavated or backfill material within the roadway overnight shall not be permitted.

**\*SPECIAL PROVISION\***

**COMPLIANCE WITH CODES**

It is the responsibility of the Contractor to whom this Contract is awarded to familiarize himself and comply with the contents of the Occupational Safety and Health Act (OSHA), codes and ordinances adopted by and in effect by Federal, State, County, Township, and Village Governmental Bodies, and any other governmental agencies at any level having jurisdiction over this area and this type of work. Any additional costs resulting from compliance with these codes shall be considered incidental to the Contract.

**STREET CLEANING**

If the CONTRACTOR fails to clean the pavement, sidewalk or parkways on or adjacent to the section under construction to the satisfaction of the ENGINEER at any time during the contract, the ENGINEER will notify the CONTRACTOR at which time the CONTRACTOR will have 24 hours to respond.

If the CONTRACTOR fails to respond within 24 hours an amount of \$500.00 per incident will be deducted from any monies due the CONTRACTOR

**VANDALISM**

Special attention is called to Article 107.30 of the STANDARD SPECIFICATIONS. Any defaced work shall be corrected or replaced by the CONTRACTOR at his sole expense prior to final payment. The VILLAGE shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage.

**\*SPECIAL PROVISION\***

**WEIGHING BITUMINOUS MIXTURES**

**Description:** Bituminous mixtures incorporated into this project, which are paid for by weight or by square yard, shall be weighed by one of the following methods:

- 1) Truck scales, surge bin scales, or surge bin hopper scales that are equipped with an automatic printer.
- 2) Bituminous mixtures produced by a batch-type mixing plant may be measured by either weighing the mixtures on approved platform scales equipped with automatic printers or on the basis of batch weights when surge or storage bins are not used.

Belt scales are not acceptable for determining pay weights.

The automatic printer shall be an integral part of the scale equipment or the scale and printer shall be directly connected, so that manual entry of weights is prohibited, except as described in Number 1 below.

- 1) If the platform scale equipment measures gross weight, the printer will record the gross weight as a minimum. Tare and net weights will be shown on weight tickets and may be printed automatically or entered manually.
- 2) If the scale equipment on a platform scale zeros out the truck tare automatically, the printer must record the net weight as a minimum.
- 3) If the scale equipment on a surge bin weigh hopper zeros automatically after discharging each batch, the printer must record the net weight as a minimum.
- 4) If the scale equipment on surge bins automatically shuts down the feed system and weighs the amount in the silo before and after discharge, the printer must record the net weight as a minimum.

The automatic printer shall produce a weight ticket in triplicate. Weights shall be shown in pounds or to the nearest one hundredth ton.

The Contractor shall provide the Engineer with copies of the current Department of Agriculture scale certification upon request.

Any tickets for bituminous mixtures delivered to this project, which do not meet the above requirement, will not be accepted for payment, unless written permission is obtained from the Engineer.

The Village may require the contractor to reweigh any trucks to verify the ticket weight at any time during the job at a certified scale. All truckloads shall be within the tolerable limits of the scales and shall be legal.

**\*SPECIAL PROVISION\***

**PROOF ROLLING**

**Description:** This work shall consist of the Contractor furnishing various labor and equipment necessary to proof roll the existing base in order to assist the Engineer in determining the performance of the existing base and the extent of patching that might be necessary.

**Basis of Payment:** This work will not be paid for separately, but shall be included in the cost of the Contract. The Contractor shall furnish these services for as long as required by the Engineer to evaluate the entire limits of the project.

PVG.16

**\* SPECIAL PROVISION \***

**PAVEMENT REPLACEMENT - SURFACE COURSE, 3"**

**Description:** This work shall consist of the removal and replacement of the existing hot-mix asphalt binder and surface courses of existing driveways and parkway pavements, as directed by the Engineer, and in accordance with the applicable portions of Sections 406 and 440 of the "Standard Specifications".

**Materials:** All materials used shall conform in all respects to the requirements as set forth in the Standard Specifications for Hot-Mix Asphalt Surface Course.

**Construction:** All sections that are marked for removal shall be sawed with a concrete saw prior to the removal operations. Materials removed shall be properly disposed of off site to the satisfaction of the Engineer.

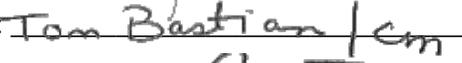
The Contractor will be required to replace the removed portions with three inches (3") of hot-mix asphalt materials irrespective of the thickness that was removed. Before the hot-mix asphalt materials are replaced, the existing base shall be prepared and compacted as required; and, the sawed edges of the existing pavement shall be hand primed with approved materials.

The hot-mix asphalt shall be replaced in two (2) separate lifts of materials. The first and second layer shall be Hot-Mix Asphalt Surface Course, Mixture D, N50, and shall be one-and-one-half inches (1½") in thickness. Hot-Mix Asphalt Surface Course, Mixture D, N50 mixture designs shall be as specified in the Hot-Mix Asphalt Design Chart shown on the Plans. The final layer shall be placed with sufficient care to insure an even, level surface, free from depressions, and providing a smooth riding surface, and conforming to the approximate cross-section of the existing pavement.

**Basis of Payment:** This work will be paid for at the Contract unit price per square yard for **PAVEMENT REPLACEMENT - SURFACE COURSE, 3"**, which price shall be payment in full for all work as specified herein.



## VILLAGE OF WILLOWBROOK

<b>BOARD MEETING</b> <b>AGENDA ITEM – HISTORY/COMMENTARY</b>	
<b>ITEM TITLE:</b> A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE CITY OF CHICAGO, OFFICE OF PUBLIC SAFETY ADMINISTRATION, TO AUTHORIZE THE VILLAGE TO TRANSMIT ON THE CITY OF CHICAGO PUBLIC SAFETY RADIO FREQUENCIES	<b>AGENDA NO. 10.</b>  <b>AGENDA DATE:</b> 07/25/22
<b>STAFF REVIEW:</b> Robert Schaller, Chief of Police <b>SIGNATURE:</b> 	
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney <b>SIGNATURE:</b> 	
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator <b>SIGNATURE:</b> 	
<b>REVIEWED &amp; APPROVED BY PSC:</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	
<b>ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)</b>  As violent crime has increased in the Chicago region, Willowbrook has not been immune to the spread of these violent offenders. Over the last six months to a year, the Chicago Police Department has coordinated with suburban agencies to saturate the entire region with tactical/special units and detectives to provide extra resources and provided data for days that intelligence predicts will demonstrate an increase in violent crime. The purpose of this Memorandum of Understanding (MOU) is to establish rules and procedures for Willowbrook Police Department to operate and transmit on the City's public safety radio frequencies.  The programming of the portable radios will be done by DuComm under the approval of the DuPage County ETSB (Emergency Telephone System Board).	
<b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)</b>  The purpose of these saturated patrols is not to deploy outside of our police district but rather to be ready and available to assist agencies when criminal offenders flee jurisdictions into our police district. The oversaturation will provide additional resources that can be coordinated via the Chicago Police Department using their radio frequencies for quick response.  The portable radios that are planned to be programmed are the four (4) assigned to the Investigations Division.  There is no financial cost to the Village for this programming and MOU.	
<b>ACTION PROPOSED:</b> Adopt the resolution.	

**RESOLUTION NO. 22-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF WILLOWBROOK AND THE CITY OF CHICAGO, OFFICE OF PUBLIC SAFETY ADMINISTRATION, TO AUTHORIZE THE VILLAGE TO TRANSMIT ON THE CITY OF CHICAGO PUBLIC SAFETY RADIO FREQUENCIES**

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**WHEREAS**, the corporate authorities of the Village of Willowbrook (“Village”) find it advisable, necessary and in the best interest of the public to enter into a Memorandum of Understanding (“MOU”) with the City of Chicago, Office of Public Safety Administration (“OPSA”), authorizing the Village Police Department to transmit on the City of Chicago public safety radio frequencies.

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

**SECTION 1.** The corporate authorities of the Village hereby approve and authorize the Village Police Chief to execute the MOU on behalf of the Village, a copy of which is attached hereto as Exhibit “A”, and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 2.** This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED and APPROVED this 25<sup>th</sup> day of July, 2022 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF  
WILLOWBROOK AND THE CITY OF CHICAGO**

**MEMORANDUM OF UNDERSTANDING ("MOU")**  
**Between the**  
**CITY OF CHICAGO ("City") acting through its OFFICE OF PUBLIC SAFETY**  
**ADMINISTRATION ("OPSA"),**  
**And**  
**Willowbrook Police Department (WPD)**  
**To**  
**AUTHORIZE TRANSMISSION ON THE**  
**CITY OF CHICAGO PUBLIC SAFETY RADIO FREQUENCIES FOR**  
**INTEROPERABILITY WITH CHICAGO POLICE DEPARTMENT (CPD)**

**ARTICLE 1 – PARTIES**

This Memorandum of Understanding (MOU) is entered into by and between Willowbrook Police Department (WPD) and the City of Chicago, acting through its Office of Public Safety Administration (OPSA).

**ARTICLE 2 - PURPOSE**

The purpose of this MOU is to establish rules and procedures for WPD to operate and transmit on the City's public safety radio frequencies. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**ARTICLE 2 - AUTHORITIES**

Not applicable for non-Federal agency

**ARTICLE 3 – CONDITIONS AND WPD RESPONSIBILITIES**

As a condition of your agency authorization to program Chicago Public Safety Radio Channels (see attachment 1) into its public safety radios, your agency must adhere to the following rules and regulations in addition to FCC guidelines:

1. Your agency is required to provide a direct contact number for the City of Chicago radio channel to call in the event that the City needs to reach a supervisor or make notification about an incident.
2. Your agency's officer must identify him or herself via department and unit number. Your agency's officers will be identified as "WPD", followed by a numeric identifier, e.g. "WPD 1", "WPD 2", "WPD 3", etc.

3. If your agency's officer or agent is authorized by law to stop a vehicle, when making a vehicle stop or attempting to stop a vehicle, your agency's officer should inform the City dispatcher of the following:
  - a. reason for stop;
  - b. location of stop;
  - c. vehicle's license plate number and state;
  - d. vehicle color, year, make, body-style;
  - e. number of occupants in vehicle; and
  - f. backup/assistance needs.
4. If your agency's officer is going to assist a Chicago Police Department unit, your agency's officer should also notify the City dispatcher. For Example: "WPD 1 assisting beat 123 at ABC location."
5. When making calls for an emergency, your agency's officer should take the following actions:
  - a. precede radio call sign with the word "emergency";
  - b. do not impede emergency transmissions; and
  - c. notify the City dispatcher when responding as an assist unit, e.g., " WPD 1 assisting."
6. In all cases, when your agency's officer has transmitted on the City Zone, they must stay on the zone until the situation is resolved. At that time, your agency's officer must notify the City dispatcher that their unit will be returning to their agency's radio frequency.
7. Only channels specified in "ATTACHMENT 1 – INTEROPS CHANNELS" should be used to communicate with City Public Safety entities unless specified in other MOUs or addendums to this or other standing MOUs with the City.

### **ARTICLE 3 - STATEMENT OF NO FINANCIAL OBLIGATION**

This MOU defines in general terms, the basis on which the parties will cooperate and does not constitute a financial obligation on the part of any party to serve as a basis for expenditures. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value are not authorized under this MOU. If fiscal resources are to transfer between signatories in support of requests for technical, operational or research assistance, separate cooperative service agreements must be developed and executed by the respective parties.

### **ARTICLE 4 - AMENDMENTS**

This MOU may be amended at any time by the City in its sole discretion.

### **ARTICLE 5 - TERMINATION**

This MOU may be terminated by any of the parties upon **60 days** written notice or, in the event of mutual consent, with no prior notice requirement.

### ARTICLE 6 - EFFECTIVE DATE AND DURATION

This MOU will be in effect upon final signature and will continue in effect for *five (5) years* or until terminated by any party.

### SIGNATURES

CITY OF CHICAGO

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Annastasia Walker  
Office of Public Safety Administration

Date



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Robert Schaller, Chief of Police  
Agency: Willowbrook IL Police Department

7 | 7 | 22  
Date:

## ATTACHMENT 1 – INTEROPS CHANNELS WITH CPD

<b>Description</b>	<b>Frequency</b>	<b>Tone</b>
Citywide 1	460.125	173.8 PL
Citywide 5	460.350	97.4 PL
Citywide 6	460.250	162.2 PL

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 77-2 AS APPROVED IN ORDINANCE NO. 77-O-14 AND AS AMENDED IN ORDINANCE NOS. 78-O-43, 80-O-40, 84-O-12, 94-O-29, and 20-O-16 AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE PC 22-03: 7000 SOUTH KINGERY – DUCKY’S CAR WASH ADDITION

**AGENDA NO. 11.****AGENDA DATE:** 7/25/22

**STAFF REVIEW:** Michael Krol, Director of Community Development SIGNATURE: 

**LEGAL REVIEW:** Tom Bastian, Village Attorney SIGNATURE: 

**RECOMMENDED BY:** Brian Pabst, Village Administrator SIGNATURE: 

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

#### **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Ordinance No. 77-O-14 – Original special use ordinance establishing the use, but without specific bulk standards.

Ordinance No. 78-O-43 – Amended original special use to provide for signage and construction of a canopy within required IL Rt. 83 front yard, without specific standards.

Ordinance No. 80-O-40 – Amended most recent ordinance to permit a canopy encroachment along the IL Rt. 83 front yard to 6’-6” and permit a canopy height of 16’-10”.

Ordinance No. 84-O-12 – Amended previous ordinance to revise the bulk standard setback for a canopy to 51 feet along both IL Rt. 83 and Plainfield Road, revise transition yard setback to 30 feet and the accessory use setback to 15 feet for the construction of a car wash facility, and the upgrading of site signage to conform to Village standards.

Ordinance No. 94-O-29 – Further amended the previous ordinance to permit the construction of a food mart and various site and landscaping improvements.

Ordinance No. 20-O-16 – Amending the previous approved ordinance for the modernization and enlargement of the existing car wash with the construction of a one-story 1,351 square-foot automated car wash tunnel, including six (6) new vacuum stations, a new attendant kiosk, and various site and landscaping improvements.

#### **ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

David A. Schaefer Architects, on behalf of the property owner, is requesting approval of an amendment to an existing special use in the B-2 zoning district including certain variations to allow for the relocation and enlargement of the dumpster enclosure and landscaping improvements at the property located at 7000 S. Kingery Highway, Willowbrook, Illinois.

The existing car wash has been operating since the mid-1980s. The property owner acquired the property in 2019 and modernized the car wash with Village Board approval in 2020. The property owner requests an amendment to the special use to relocate and enlarge the dumpster enclosure from near the car wash entrance to the north side of the property, near the car wash exit. The applicant is requesting two (2) variations for the proposed dumpster enclosure location. The car wash will continue to operate from 8:00 A.M. to 7:00 P.M. Monday through Sunday. There is no proposed change to the number of parking spaces, vacuum spaces, gas station pumps, to the car wash, or convenience store itself.

The Plan Commission discussed the dumpster relocation petition at the July 13, 2022 Plan Commission public hearing and voted unanimously 7-0 to forward a positive recommendation to the Village Board. Their motion included all five (5) of the Village staff’s recommended conditions of approval.

**ACTION PROPOSED:** Pass the attached Ordinance.

**ORDINANCE NO. 22-O-\_\_\_\_\_**

**AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 77-2 AS APPROVED IN  
ORDINANCE NO. 77-O-14 AND AS AMENDED IN ORDINANCE NOS.  
78-O-43, 80-O-40, 84-O-12, 94-O-29, and 20-O-16  
AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE  
PC 22-03: 7000 SOUTH KINGERY – DUCKY’S CAR WASH ADDITION**

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**WHEREAS**, on or about January 2, 2022, David Schaefer, as applicant, filed an application with the Village of Willowbrook (“VILLAGE”) on behalf of the owner, Maqpoon Management Inc., of the property legally described on Exhibit “A”, attached hereto, which is, by this reference, incorporated herein (“SUBJECT REALTY”). Said application requested that the Village grant variations from the requirements of the Zoning Ordinance of the Village to permit the relocation of the dumpster enclosure to the north side of the property, in the side yard, and enlarge said enclosure to one hundred forty-four (144) square-feet.

**WHEREAS**, said application requested that the terms and conditions of Special Use Permit No. 77-2, heretofore granted with respect to the SUBJECT REALTY in Ordinance No. 77-O-14, as amended pursuant to Ordinance Nos. 78-O-43, 80-O-40, 84-O-12, 94-O-29, and 20-O-16 be further amended so as to permit the relocation of the dumpster enclosure to the north side of the SUBJECT REALTY, in the side yard, and enlarge the dumpster enclosure to one hundred forty-four (144) square-feet; and,

**WHEREAS**, said application further requested variations in the application of Section 9-12-2 to decrease the refuse bin permitted encroachment from ten (10) feet to the property line to seven (7) feet from the property line; and Section 9-12-2, to allow a refuse bin permitted encroachment into the side yard setback of a B-2 zoning district; and,

**WHEREAS**, a public notice was published in compliance with Section 9-15-3(A) of the Willowbrook Municipal Code, in the June 27, 2022 edition of the Chicago Sun-Times newspaper,

which is more than fifteen (15) days, but less than thirty (30) days, prior to the public hearing date; a notice was mailed, via certified mail, return receipt requested, by the Village Zoning Officer to all property owners within two hundred-fifty (250) feet in each direction of the location for which the variations are requested, more than fifteen (15) days, but less than thirty (30) days prior to public hearing date, in compliance with Section 9-15-3(B) of the Willowbrook Municipal Code; and public notice was provided by posting on the property a sign, visible to the general public, complying with the requirements of Sections 9-15-3(D) of the Willowbrook Municipal Code, for at least fifteen (15) consecutive days prior to the public hearing date; and,

**WHEREAS**, pursuant to the public notice, the Plan Commission of the Village of Willowbrook (the “Plan Commission”) conducted a public hearing on July 13, 2022, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

**WHEREAS**, at the public hearing, the applicant provided testimony in support of the proposed developments, variations and amended special uses to the Zoning Ordinance, and all interested parties had an opportunity to be heard; and,

**WHEREAS**, the Plan Commission forwarded its recommendations, including its Findings of Fact, to the Mayor and Board of Trustees on or about July 13, 2022, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof; and,

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook received the recommendation of the Plan Commission, pursuant to a memorandum dated July 25, 2022.

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

**SECTION ONE:** The recitals set forth in the preamble are hereby found to be true and correct and are incorporated herein by reference and made a part of this Ordinance, as if fully recited.

**SECTION TWO:** That the Findings of Fact made by the Plan Commission, in its recommendation attached hereto as Exhibit "B", are hereby adopted by the Mayor and Board of Trustees.

**SECTION THREE:** That Special Use Permit No. 77-2, passed and approved by Ordinance No. 77-O-14 and amended by Ordinance Nos. 78-O-43, 80-O-40, 94-O-12, 94-O-29, and 20-O-16, is hereby further amended so as to permit the relocation of the dumpster enclosure the north side of the SUBJECT REALTY, in the side yard, and enlarge the dumpster enclosure to one hundred forty-four (144) square-feet as described in the site plan and application submitted to the Village, subject to the following plans, terms, conditions and provisions:

- A. A permit for the construction of the dumpster enclosure is required.
- B. Final engineering and building plans shall be reviewed and approved by the Village review consultants prior to issuance of a building permit by the Village of Willowbrook.
- C. The site shall occur generally in conformance with the site plan, Sheet A1, provided by David A. Schaefer Architects, dated April 28, 2022, revised May 16, 2022.
- D. The landscape areas shall occur generally in conformance with the landscape plans, Sheet L1 and L2 provided by Kestrel Design.
- E. The trash enclosure shall be constructed to look like masonry and shall appear similar to the color and style of the building.

**SECTION FOUR:** That the several terms and conditions contained in Special Use Permit No. 77-2, as passed and approved by Ordinance No. 77-O-14, and amended by Ordinance Nos. 78-O-43, 80-O-40, 84-O-12, 94-O-29, and 20-O-16 shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

**SECTION FIVE:** That pursuant to Title 9, Chapter 14, Section 9-14-4 of the Village Code, the following variations from the provisions of the Zoning Ordinance be, and the same are hereby granted, for the SUBJECT REALTY:

1. Approval of a variation from Section 9-12-2 to decrease the refuse bin permitted encroachment from ten (10) feet to the property line to seven (7) feet from the property line.
2. Approval of a variation from Section 9-12-2 to allow a refuse bin permitted encroachment into the side yard setback of a B-2 zoning district.

**SECTION SIX:** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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**SECTION SEVEN:** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

**PASSED** and **APPROVED** this 25th day of July 2022.

ROLL CALL VOTE:           AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn,  
Village Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT REALTY**

LOTS 11, 12, 13 AND 14 IN BLOCK 46 IN TRI-STATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT 465114, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM ALL THOSE PORTIONS GRANTED, CONVEYED AND DEDICATED TO THE STATE OF ILLINOIS PER DOCUMENTS R61-19732 AND R61-21445.

PINs: 09-23-310-024 and 09-23-310-025

ADDRESS: 7000 South Kingery, Willowbrook, Illinois 60527

## EXHIBIT B

### RECOMMENDATION AND FINDINGS OF FACT

The following motion was made by Vice Commissioner Kaucky and Commissioner Walec: **Based on the submitted petition and testimony presented, I move that the Plan Commission forward its Findings of Fact to the Mayor and Village Board for the special use amendment and variations as described in Staff Report prepared for the July 13, 2022, Plan Commission Public Hearing for PC 22-03, and recommend approval of an amendment to the existing special use and requested variations with the Recommended Conditions of Approval listed in the Staff report:**

1. A permit for the construction of the dumpster enclosure is required.
2. Final engineering and building plans shall be reviewed and approved by the Village review consultants prior to issuance of a building permit by the Village of Willowbrook.
3. The site shall occur generally in conformance with the site plan, Sheet A1, provided by David A. Schaefer Architects, dated April 28, 2022, revised May 16, 2022.
4. The landscape areas shall occur generally in conformance with the landscape plans, Sheet L1 and L2 provided by Kestrel Design.
5. The trash enclosure shall be constructed to look like masonry and shall appear similar to the color and style of the building.

Roll Call Vote: AYES: Commissioners Baksay, Kanaverskis, Kaczmarek, Kaucky, Walec, Vice Chairman Wagner, and Chairman Kopp

NAYS: None.

Absent: None.

The motion was declared carried.

Special Use Standards and Findings for PC 22-03 Shell/Ducky's Dumpster Enclosure

#### **9-14-5(B): Standards for Special Use**

The Plan Commission shall not recommend and the Board of Trustees shall not grant a Special Use Permit from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

- (A) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

**Applicant Finding:** The proposed new, relocated dumpster enclosure will not be detrimental nor endanger the public. When completed, this improvement will further enhance the functionality and safety of this facility.

**Staff Finding:** The Village previously approved a special use permit for a gas station on the subject property in 1977, and subsequently amended the special use permit on several occasions to approve a car wash use and food mart use in 1980, 1984, 1994, 2001 respectively. These facilities have operated on the subject property for many years without endangering the public health, safety, morals, comfort, or general welfare.

- (B) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

**Applicant Finding:** The proposed new, relocated dumpster enclosure will not be injurious nor diminish property values. The property is currently established as a gas station and car wash. We are only looking to improve the facility.

**Staff Finding:** The existing car wash has currently operated in harmony with the surrounding properties. The area to the north of the site is established as retail shops. The area northwest is zoned B-1 and is vacant, and is most likely undevelopable. Illinois Route 83 and Plainfield Road are substantial buffers to the properties located to the east and south. The area to the northeast is zone B-2 and is occupied by the Pete's Fresh Market/Willows Shopping Center, as well as the BP gas station and car wash on the northeast corner of the intersection.

- (C) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

**Applicant Finding:** The property is currently established as a gas station and car wash. We are only looking to improve the facility.

**Staff Finding:** The existing car wash has currently operated in harmony with the surrounding properties. The area to the north of the site is established as retail shops. The area northwest is zoned B-1 and is vacant, and is most likely undevelopable. Illinois Route 83 and Plainfield Road are substantial buffers to the properties located to the east and south. The area to the northeast is zone B-2 and is occupied by the Pete's Fresh Market and out-lot, as well as the BP gas station and car wash on the northeast corner of the intersection.

- (D) That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.**

**Applicant Finding:** The property is currently established as a gas station and car wash. We are only looking to improve the facility. All utilities, drainage, and facilities will comply with code.

**Staff Finding:** The site has been and will continue to be serviced by all necessary utilities and drainage facilities, which are adequate for the existing facility.

- (E) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

**Applicant Finding:** The property has more than adequate ingress and egress. The limited scope of this project (dumpster enclosure relocation) has no impact on public street congestion.

**Staff Finding:** There is no traffic impact on the relocation of the dumpster enclosure.

- (F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.**

**Applicant Finding:** The proposed addition will conform to all codes and regulations.

**Staff Finding:** The special use amendment shall in all other respects conform to the applicable regulations of the district in which it is located. The dumpster relocation will comply with the regulations of the zoning ordinance, pending approval of the requested variations.

- (G) **Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-O-05, 1-27-1997).**

**Applicant Finding:** To the best of my knowledge, there have been no previous application denials within the last year.

**Staff Finding:** Conditions in the area have substantially changed due to the development of Pete's Fresh Market/Willows Shopping Center. At least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.

#### Variation Standards and Findings for PC 22-03 Shell/Ducky's Dumpster Enclosure

#### **9-14-4(E): Standards for Variations**

The Plan Commission shall not recommend and the Board of Trustees shall not grant variations from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

- (A) **The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.**

**Applicant Finding:** The facility was recently renovated to provide an improved patron experience. Since the completion of this renovation, the owner has identified a patron experience/safety concern. The existing trash enclosure limits the sight lines for patrons as they move around the trash enclosure, leaving them unable to see what is around the corner (of the trash enclosure). The owner is looking to eliminate the potential of this safety issue.

**Staff Finding:** The Village approved prior special use permit requests and numerous variations on the subject property for the food mart, gasoline pump dispensers, gas station canopy, attendant kiosk, and refuse storage area as the Village has found that the property cannot yield a reasonable return on several prior occasions.

- (B) **The proposed variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.**

**Applicant Finding:** The site's buildable area and the location of the existing building on the site does not provide reasonable options for the location of a dumpster enclosure. The southwest portion of the buildable area has a steep grade change that would require the construction of a substantial retaining wall. In order to minimize impact to the site, a location towards the rear of the building, on the north side (outside of the buildable area) has been identified where the grade change is less of a challenge and there is no visual impairment for patrons.

**Staff Finding:** The subject property is highly irregular in shape and is encumbered by steep grades along the western portion of the property. The north side of the property will be less visible for patrons and eliminate the visibility concern.

- (C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.**

**Applicant Finding:** For the recent facility renovation project, site challenges were identified that required use of the Village's variance process. Since the completion of that renovation project, a patron experience/safety concern has been identified that was not originally anticipated. Therefore, no additional variation request for the approval of a better dumpster location was requested as part of the original renovation project.

**Staff Finding:** The hardship to the applicant is created by the site's irregular site configuration and relocating the dumpster to a less visible area that is set almost behind the building.

- (D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.**

**Applicant Finding:** The proposed site enhancement will not be detrimental nor injurious to the neighborhood. When completed, this improvement will further enhance the recently renovated car washing experience for its patrons.

**Staff Finding:** The proposed dumpster enclosure relocation will not be detrimental to the public welfare nor injurious to other property or improvements in the neighborhood.

- (E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.**

**Applicant Finding:** Adjacent neighbors are far enough away that the proposed addition will not impact their light and air nor will it substantially increase traffic or the risk of fire.

**Staff Finding:** The proposed variations will not impair the supply of light and air to adjacent properties. The proposed variations do not create any danger to public safety or increase the danger of fire.

- (F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)**

**Applicant Finding:** The building and use are already existing, the owner is only looking to improve patron experience and safety.

**Staff Finding:** The building and use are existing, the request is for a minor change to the dumpster location.

- (G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997)**

**Applicant Finding:** Approval of the proposed variations will comply with the intent of Title 9 as explained above.

**Staff Finding:** The proposed variations will allow a safer patron experience of the existing use and will result in the continued use of a convenient, safe, tax-productive and aesthetic use of the property.

## **EXHIBIT C**

### **APPROVED PLANS**

1. Plat of Survey, prepared by Professional Land Surveying, Inc., and bearing a revision date of 12/18/2019 (1 Sheet).
2. Site Plan, Sheet A1, prepared by David A. Schaefer Architects PC, and bearing a revision date of 5/16/2022 (1 Sheet 11x17).
3. Enlarged Site Plan, Sheet A1.
4. Enlarged Dumpster Enclosure Details, Sheet A1.
5. Landscape Plan, Sheet L1 (11x17) provided by Kestrel Design.
6. Tree Preservation Plan, Sheet L2 (11x17) provided by Kestrel Design.
7. Engineering Plans, Sheet Nos. C1-C2, prepared by Bono Consulting Inc., and dated 04/22/2022 and revised 06/16/22 (2 Sheets 11x17).
8. Engineering Review Letter, prepared by Christopher B. Burke Engineering Ltd., and dated 06/17/2022.
9. Tri-State Fire Protection District Review Letter dated 06/01/22.



## Village of Willowbrook

### Staff Report to the Village Board

<b>Village Board Date:</b>	July 25, 2022																		
<b>Prepared By:</b>	Michael Krol, Director of Community Development																		
<b>Case Title:</b>	<b>Ducky's/Shell Gas Station Dumpster Enclosure Relocation</b>																		
<b>Petitioner:</b>	David Schaefer (and Maqpoon Management Inc. as property owner) 2500 S. Highland Avenue, Lombard, IL 60148																		
<b>Action Requested:</b>	Consideration of a petition requesting approval of an amendment to a special use permit within the B-2 Community Shopping District zoning classification, including certain variations from Title 9 of the Village Code, to enlarge and relocate the dumpster enclosure.																		
<b>Purpose:</b>	To relocate the dumpster enclosure from next to the car wash entrance to the north side of the property, in the side yard, and enlarge the enclosure to 144 square-feet.																		
<b>Location:</b>	7000 S. Kingery Highway. Northwest corner of Illinois Route 83 and Plainfield Road.																		
<b>PINs:</b>	09-23-310-024 and 09-23-310-025																		
<b>Existing Zoning:</b>	B-2 Community Shopping District																		
<b>Proposed Zoning:</b>	B-2 Community Shopping District (No change to zoning)																		
<b>Existing Land Use(s):</b>	Automobile Service Station (Gas Station), Convenience Food Store and Automobile Washing and Cleaning Facility																		
<b>Property Size:</b>	1.147 Acres																		
<b>Surrounding Land Use:</b>																			
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**Necessary Action by Village Board:** Pass the attached Ordinance



## Documents Attached:

- Attachment 1:** Notice of Public Hearing (2 pages)
- Attachment 2:** Findings of Fact, Standards for Special Use (2 pages)
- Attachment 3:** Findings of Fact, Standards for Variations (2 pages)
- Attachment 4:** Legal Description
- Attachment 5:** Plat of Survey, prepared by Professional Land Surveying, Inc., and bearing a revision date of 12/18/2019 (1 Sheet)
- Attachment 6:** Site Plan, Sheet A1, prepared by David A. Schaefer Architects PC, and bearing a revision date of 5/16/2022 (1 Sheet 11x17)
- Attachment 7:** Enlarged Site Plan, Sheet A1
- Attachment 8:** Enlarged Dumpster Enclosure Details, Sheet A1
- Attachment 9:** Landscape Plan, Sheet L1 (11x17) provided by Kestrel Design.
- Attachment 10:** Tree Preservation Plan, Sheet L2 (11x17) provided by Kestrel Design.
- Attachment 11:** Engineering Plans, Sheet Nos. C1-C2, prepared by Bono Consulting Inc., and dated 04/22/2022 and revised 06/16/22 (2 Sheets 11x17)
- Attachment 12:** Engineering Review Letter, prepared by Christopher B. Burke Engineering Ltd., and dated 06/17/2022.
- Attachment 13:** Tri-State Fire Protection District Review Letter dated 06/01/22.



## Background

### Description of Site

The subject property is located at the northwest corner of Illinois Route 83 and Plainfield Road. The subject property has a total land area of approximately 49,988 square feet, or approximately 1.147 acres. The subject property is currently located in the B-2 Community Shopping Zoning District and consists of Lots 11, 12, 13 and 14 in the Tri-State Village Unit Number 5 Subdivision. The subject property is highly irregular in shape and is subject to multiple 100-foot special setback requirements from Illinois Route 83 to the east and Plainfield Road to the south. The subject site is currently occupied with a gas station, a convenience store, and a recently constructed car wash. A wetland detention pond and woodland area are located off-site to the west of the subject property. The project area is located within the Sawmill Creek sub-watershed and Des Plaines River watershed.

Exhibit 1 Aerial of the Subject Property



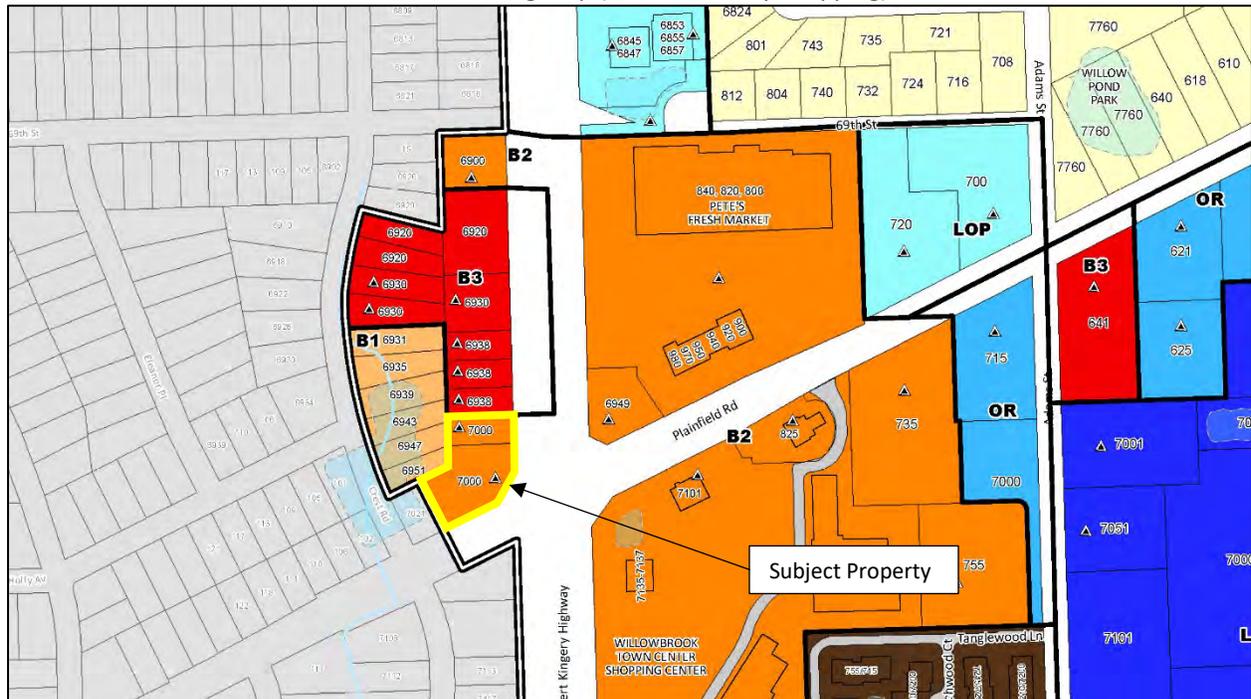
Exhibit 2 Google 3D View of the Subject Property (Looking Northwest)



### Surrounding Zones and Uses

Surrounding zoning and uses include a shopping center (Willowbrook Plaza Shopping Center) including a martial arts school, a cabinetry store, a Domino's Pizza restaurant, and associated parking lot in the B-3 zoning district to the north, the Willows shopping center including Pete's Fresh Market and associated parking lot in the B-2 zoning district to the northeast, the Willowbrook Town Center in the B-2 zoning district to the southeast, lots zoned for neighborhood convenience shopping uses to the south (City of Darien), and lots zoned in the R-2 zoning district to the west (City of Darien). The lot immediately to the west of the subject property is zoned R-2 but there is no residential structure on this lot and has been used as a regional storm water basin. The Village of Willowbrook's Comprehensive Plan designates the site for "Community Commercial" uses, which corresponds to the B-2 Community Shopping Zoning District.

Exhibit 3 Zoning Map (B-2 Community Shopping)



### Existing Streets and Circulation

Illinois Route 83/Kingery Highway is designated as a Regional Arterial and forms the eastern boundary of the site with a required right-of-way width of 200 feet. A right-in/right-out access drive on IL Rt. 83 is located approximately 170 feet north of Plainfield Road. The access drive provides one inbound lane and one outbound lane restricted to right-turn movements by the median on IL Rt. 83.

Plainfield Road is designated as a Major Arterial and forms the southern boundary of the subject property with a required right-of-way width of 100 feet. A full movement access drive on Plainfield Road is located approximately 170 feet west of IL Rt. 83. The access drive provides one inbound lane and one outbound lane divided by a landscape median. It should be noted that as part of ongoing construction at the intersection of IL Rt. 83 with Plainfield Road, the inbound lane of this intersection is blocked, and the westbound lane is operating as an inbound and outbound lane.



## History

### Prior Zoning Request

The previous ordinances regulating this facility are as follows:

- Ordinance No. 77-O-14 – Original special use ordinance establishing the use, but without specific bulk standards.
- Ordinance No. 78-O-43 – Amended original special use to provide for signage and construction of a canopy within required IL Rt. 83 front yard, without specific standards.
- Ordinance No. 80-O-40 – Amended most recent ordinance to permit a canopy encroachment along the IL Rt. 83 front yard to 6'-6" and permit a canopy height of 16'-10".
- Ordinance No. 84-O-12 – Amended previous ordinance to revise the bulk standard setback for a canopy to 51 feet along both IL Rt. 83 and Plainfield Road, revise transition yard setback to 30 feet and the accessory use setback to 15 feet for the construction of a car wash facility, and the upgrading of site signage to conform to Village standards.
- Ordinance No. 94-O-29 – Further amended previous ordinance to revise the specific setbacks and bulk standards for a canopy to 20' and gasoline pump dispenser islands to 29'-6" along IL Rt. 83; revise the bulk standards for a canopy to 26'-10" and gasoline pump dispenser islands to 36'-4" along Plainfield Road; reduce the minimum lot area from three (3) acres to one and 147/1000th hundred (1.147) acres; reduce the rear yard setback to 29'-7" for the existing car wash, 25' feet for the existing attendant kiosk, and 30'-4" for the food mart; revise the transition yard setback to 70' for the refuse storage area, reduce the required screening to a 4' berm with the existing single row of evergreens, 6' in height spaced 5' on center, and the remainder of the transition yard screened with a double row of evergreens, 3' in height spaced 3' on center; reduce the parking area setbacks to 1' for the impervious surface setback; reduce the minimum number of stacking spaces for automobile laundries to 10 stacking spaces; reduce the required minimum access driveway curb radius for two-way driveways intersecting with IL Rt. 83 from 30' to 15'; reduce the minimum separation requirement between an access driveway entrance and an adjoining lot line from 70' to 68'; reduce the minimum access driveway spacing for separate driveways on a lot from 85' to 75'; reduce the minimum access driveway separation from the adjoining street on a corner lot from 85' to zero feet for the access driveway along Plainfield Road, and to 12' for the access driveway along IL Rt. 83; reduce the minimum building height for a sign which projects from the face of the wall upon which it is mounted from 7'-6" to 2'-6"; and reduce the minimum separation for detached accessory buildings from the principal building from 10' to 3'.
- Ordinance No. 20-O-16 – Amended the previous approved ordinance to modernization and enlargement of the existing car wash with the construction of a one-story, 1,351 square-foot automated car wash tunnel, including six (6) new vacuum stations, a new attendant kiosk, and various site and landscaping improvements.

## Overview

### Dumpster Relocation Proposal

The existing car wash has been operating since the mid-1980s. The property owner, Maqpoon Management Inc. acquired the property in 2019 and was approved to modernize the existing car wash which is over 30 years old.



The property owner is requesting an amendment to the previously approved special use to relocate the dumpster enclosure and requests two (2) variations from Title 9 of the zoning code.

The proposed dumpster enclosure will be located on the north side of the property, in the side yard, near the car wash exit. The size of the enclosure will increase from 8' x 8'-4" to 12' x 12'. In order for the dumpster enclosure to be relocated to the north side of the property, two (2) zoning variations have been requested:

1. Section 9-12-2 to decrease the refuse bin permitted encroachment from ten feet (10') to the property line to seven feet (7') from the property line.
2. Section 9-12-2 to allow a refuse bin permitted encroachment into the side yard setback of a B-2 zoning district.

According to the applicants' standards for variation letter, the owner has identified patron experience and safety concerns with the existing enclosure location. The existing dumpster enclosure limits the sight lines for car wash patrons as they move around the accessory structure, essentially blocking the view of automobiles waiting in line for car wash services. The site's buildable area doesn't include many options for a new location. To minimize site impact, the proposed location for the dumpster enclosure, on the north side of the property has been identified where the grade change is less of a challenge and there are no visual impacts for patrons.

The existing dumpster enclosure will be removed entirely and replaced with a curb and expanded planting area with a variety of existing and new landscape shrubs and plantings. The proposed dumpster location has existing landscaping, which was approved by the 2020 landscaping plan. Attached to your packet, is an updated landscaping plan that indicates existing plantings that will be relocated to the current dumpster enclosure location along with several new plantings. A concrete curb will be installed to create the landscape island.

The car wash will still operate its normal hours, 8:00 A.M. to 7:00 P.M. Monday through Sunday. There will be no other changes to car wash circulation, stacking, vacuum positions, or location and number of parking spaces.

**Requested Action:**

Approval of an amendment to a special use permit within the B-2 Community Shopping District zoning classification, including certain variations from Title 9 of the Village Code, to relocate the existing dumpster enclosure with associated landscape improvements.

**Staff Analysis**

**Appropriateness of Use**

The appropriateness of use is something that is considered with each special use. It evaluates the impacts of the use as it pertains to site improvements, but also whether there should be any operational considerations. The current uses on the subject property are a gas station, convenience food mart, and a car wash, and the proposed uses are not changing. The special use amendment requested is only to relocate the dumpster enclosure for the purposes of safety and visibility. The gas station, food mart, and car wash have existed on the subject property for decades, and nothing regarding the property use is changing.

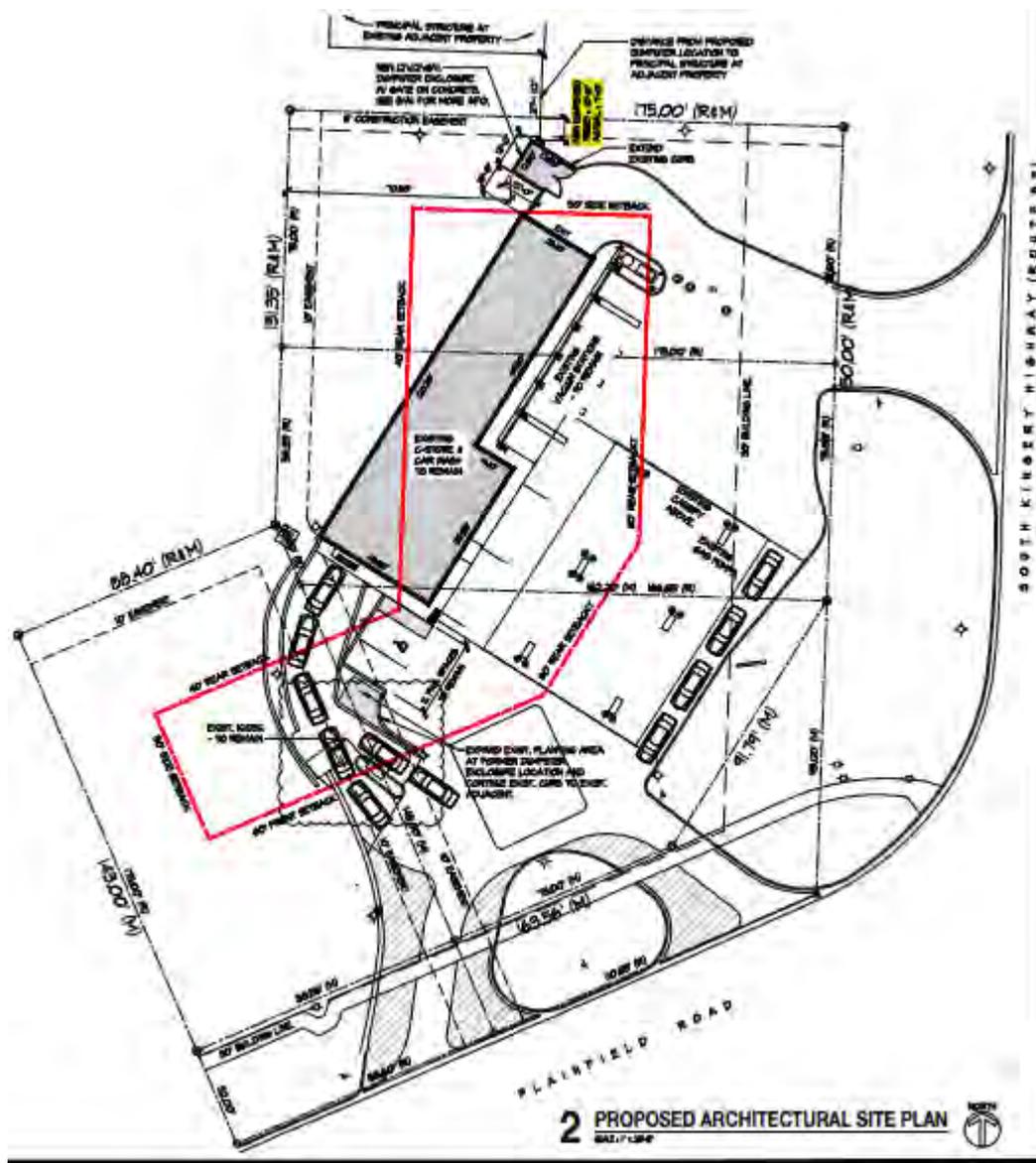


### Site Plan

The petitioner has submitted a site plan depicting the location of the enlarged dumpster enclosure as shown in **Exhibit 4** below. **See attachment 6 & 7 for enlarged site plan.** The proposed location of the 12' x 12' dumpster enclosure will be in the side yard and seven feet (7') from the property line. In addition to amending the previously approved special use to alter the previously approved site plan, the applicant has requested two (2) zoning variations for the proposed location, referenced above.

Section 9-12-2 lists permitted encroachments for accessory structures. Refuse bins are required to be ten feet (10') from the property line and located in the rear yard. One other requirement noted in the code is that all refuse bins are required to be twenty feet (20') from the principal structure on the adjacent property. The property to the north is the Willowbrook Plaza Shopping Center and the new dumpster location is approximately twenty-seven feet (27') from the principal building on the adjacent property.

Exhibit 4 Site Plan

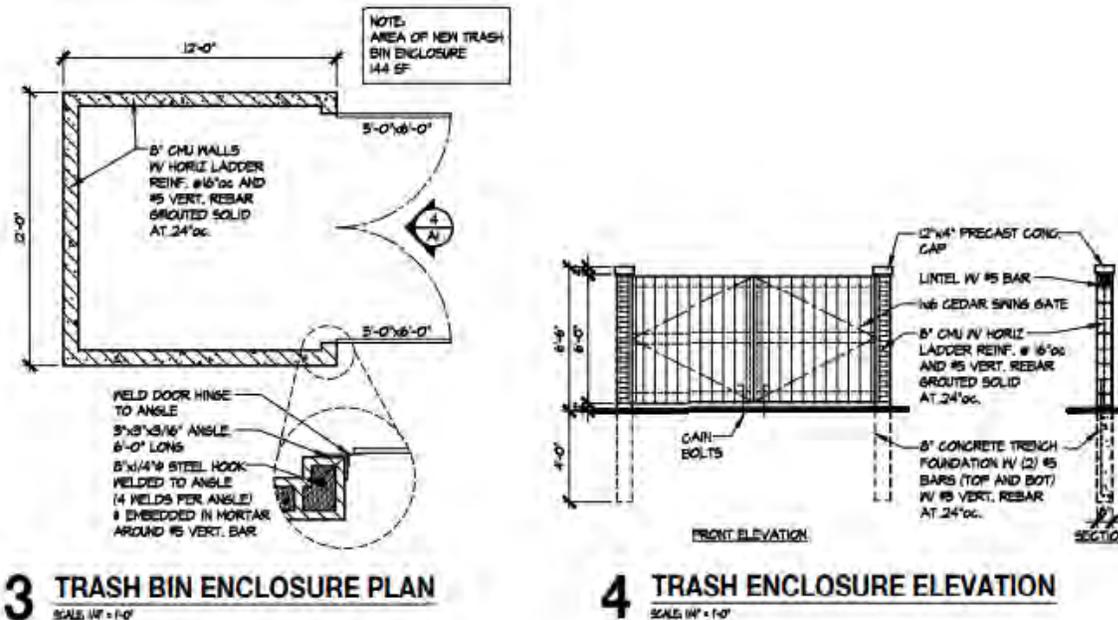




### Dumpster Enclosure Plans

The proposed dumpster enclosure complies with Section 9-12-11 pertaining to the accessory structure itself. The refuse containers will be screened on three (3) sides by a brick wall, six feet, six inches (6'-6") in height with two swing gates and chain bolts to prevent the gates from swinging open, as depicted in **Exhibit 5** below. **See attachment 8 for enlarge dumpster enclosure details.** The refuse bins area will sit on a new concrete slab. If approved, a permit is required for the construction of the dumpster enclosure and the concrete slab.

Exhibit 5 Trash Enclosure Plan



### Parking & Loading

There are no proposed changes to the existing parking lot. No parking spaces will be added or removed by relocating the dumpster enclosure. The number vacuum positions located on the east side of the car wash tunnel will not be affected either.

### Landscaping

The proposed landscaping is shown in **Attachment 9**. The plan proposes filling in the existing enclosure area with variety of plantings, trees, and shrubs. Most of the site landscaping will remain. The existing woodlands located along the western exterior side yard and rear yards will remain. The existing landscaping where the dumpster is proposed will be relocated to the south entrance/exit off Plainfield Road and in the original dumpster location. Since the request is a minor change, the proposal appears to provide sufficient landscaping.

### Signage

No new signage has been proposed with this application. Any future signage shall comply with the Village Code.

### Engineering

The engineering drawings have been reviewed by the Village's civil engineer consultant, Christopher B. Burke Engineering, Ltd. (CBBEL) who reviewed 50 square feet of impervious surface addition for the installation of a concrete slab. The first review comments from CBBEL included only minor plan clean up comments. The



applicant resubmitted the plans and were approved by CBEL with no comments. CBEL will review the permit plans for compliance if the proposal is approved.

### **Tri-State Fire District Review**

The Tri-State Fire District reviewed the proposed site plan and did not find any significant issues with the proposed site plan.

### **Traffic Impact Study**

A traffic impact study is not required for the proposal as site traffic will not be impacted by relocating a dumpster enclosure.

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## **Findings of Fact**

### **Standards for Special Use Permit**

Section 9-14-5(B) of the Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the special use permit. The applicant's responses are provided in **Attachment 2**.

### **Standards for Variations**

Section 9-14-4(E) of the Willowbrook Zoning Ordinance establishes seven (7) standards for variations that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the variations. The applicant's responses are provided in **Attachment 3**.

## **Public Hearing and Recommendation**

The Plan Commission conducted a public hearing on this petition at their July 13, 2022 meeting. The hearing was held in person, but with an option for participants to attend virtually via Zoom. The following members were in attendance: Chairman Dan Kopp, Vice Chairman Wagner, Commissioners Kaczmarek, Kanaverskis, Kaucky, and Walec. Commissioner Baksay was present via Zoom. David Schaefer, the project architect, and Mahboob Abbas, the property owner, were in attendance. There were no members of the public that came forward with public comments.

The discussion by the Plan Commission centered on the safety of relocating the dumpster enclosure. The Plan Commission had no additional questions, and all the commissions agreed that the proposed dumpster location was in a better location.

### **Motion and Vote**

The following motion was made by Vice Commissioner Kaucky and Commissioner Walec: **Based on the submitted petition and testimony presented, I move that the Plan Commission forward its Findings of Fact to the Mayor and Village Board for the special use amendment and variations as described in Staff Report prepared for the July 13, 2022, Plan Commission Public Hearing for PC 22-03, and recommend approval of an amendment to the existing special use and requested variations with the Recommended Conditions of Approval listed in the Staff report:**

1. A permit for the construction of the dumpster enclosure is required.
2. Final engineering and building plans shall be reviewed and approved by the Village review consultants prior to issuance of a building permit by the Village of Willowbrook.



3. The site shall occur generally in conformance with the site plan, Sheet A1, provided by David A. Schaefer Architects, dated April 28, 2022, revised May 16, 2022.
4. The landscape areas shall occur generally in conformance with the landscape plans, Sheet L1 and L2 provided by Kestrel Design.
5. The trash enclosure shall be constructed to look like masonry and shall appear similar to the color and style of the building.

Roll Call Vote: AYES: Commissioners Baksay, Kanaverskis, Kaczmarek, Kaucky, Walec, Vice Chairman Wagner, and Chairman Kopp

NAYS: None.

Absent: None.

The motion was declared carried.

### **Summary of New Variations Requested**

The purpose of this public hearing is to consider a petition requesting approval of an amendment to an existing special use with the following variations:

- 1) Approval of a variation from Section 9-12-2 to decrease the refuse bin permitted encroachment from ten feet (10') to the property line to seven feet (7') from the property line.
- 2) Approval of a variation from Section 9-12-2 to allow a refuse bin permitted encroachment into the side yard setback of a B-2 zoning district.

### **Staff Recommendation**

Staff supports the attached Ordinance to allow a special use amendment and two (2) variations as proposed with the recommendations listed above.



**Attachment 1**  
Notice of Public Hearing  
(2 pages)

**NOTICE OF PUBLIC HEARING**  
**ZONING HEARING CASE NO. 22-03**

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a regular meeting of the Plan Commission on the 13th of July 2022 at the hour of 7:00 P.M. in the Willowbrook Police Department Training Room, 7760 S. Quincy St, Willowbrook, IL 60527. However, due to the current circumstances concerning Covid-19, this meeting will be available virtually. Internet address and access instructions will be provided on the Village of Willowbrook's Plan Commission website once available:

<https://www.willowbrookil.org/Archive.aspx?AMID=44>

The purpose of this public hearing shall be to consider a petition requesting approval of an amendment to a special use permit within the B-2 Community Shopping District zoning classification, including certain variations from Title 9 of the Village Code. The applicant seeks to relocate and enlarge the dumpster enclosure with associated site improvements at the property legally described below, located at the northwest corner of the intersection of Illinois Route 83 and Plainfield Road.

LOTS 11, 12, 13 AND 14 IN BLOCK 46 IN TRI-STATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT 465114, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM ALL THOSE PORTIONS GRANTED, CONVEYED AND DEDICATED TO THE STATE OF ILLINOIS PER DOCUMENTS R61-19732 AND R61-21445.

Described Property Contains 1.147 Acres

PINs: 09-23-310-024 and 09-23-310-025

ADDRESS: 7000 S. KINGERY, WILLOWBROOK IL 60527

The applicant for this petition is David Schaefer, for the property owner Maqpoon Management, Inc. (Mahboob Abbas).

Copies of the application and related documentation are on file in the office of Community Development, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and are available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Michael Krol, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2262, Monday through Friday, between 8:30 A.M. and 4:30 P.M., within a reasonable time before the meeting. Requests for sign language interpreters should be made a minimum of five working days in advance of the meeting.

All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. This hearing may be recessed to another date if not concluded on the evening scheduled.

/s/ Brian Pabst  
Village Administrator  
(630) 920-2261

Published in the June 27, 2022 edition of *The Chicago Sun-Times* Newspaper.

VILLAGE OF WILLOWBROOK  
7000 S. KINGERY, WILLOWBROOK

ADORDERNUMBER: 0001145336-01

PO NUMBER: 7000 S. KINGERY, WILLOWBR

AMOUNT: 459.00

NO OF AFFIDAVITS: 1

# Chicago Sun-Times Certificate of Publication

State of Illinois - County of Cook

Chicago Sun-Times, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, PI.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 06/27/2022

Chicago Sun-Times

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/s/ Brian Pabst  
Village Administrator  
(630) 920-2261

Published in the June 27, 2022 edition of The Chicago Sun-Times Newspaper.  
6/27/2022 #1145336

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed

By



Robin Munoz

Manager | Recruitment & Legals

This 27th Day of June 2022 A.D.

VILLAGE OF WILLOWBROOK  
7760 S QUINCY ST  
WILLOWBROOK, IL 60527-5532



## Attachment 2

### Special Use Standards and Findings for PC 22-03 Shell/Ducky's Dumpster Enclosure

#### 9-14-5(B): Standards for Special Use

The Plan Commission shall not recommend and the Board of Trustees shall not grant a Special Use Permit from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

- (A) **That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

**Applicant Finding:** The proposed new, relocated dumpster enclosure will not be detrimental nor endanger the public. When completed, this improvement will further enhance the functionality and safety of this facility.

**Staff Finding:** The Village previously approved a special use permit for a gas station on the subject property in 1977, and subsequently amended the special use permit on several occasions to approve a car wash use and food mart use in 1980, 1984, 1994, 2001 respectively. These facilities have operated on the subject property for many years without endangering the public health, safety, morals, comfort, or general welfare.

- (B) **That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

**Applicant Finding:** The proposed new, relocated dumpster enclosure will not be injurious nor diminish property values. The property is currently established as a gas station and car wash. We are only looking to improve the facility.

**Staff Finding:** The existing car wash has currently operated in harmony with the surrounding properties. The area to the north of the site is established as retail shops. The area northwest is zoned B-1 and is vacant, and is most likely undevelopable. Illinois Route 83 and Plainfield Road are substantial buffers to the properties located to the east and south. The area to the northeast is zone B-2 and is occupied by the Pete's Fresh Market/Willows Shopping Center, as well as the BP gas station and car wash on the northeast corner of the intersection.

- (C) **That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

**Applicant Finding:** The property is currently established as a gas station and car wash. We are only looking to improve the facility.

**Staff Finding:** The existing car wash has currently operated in harmony with the surrounding properties. The area to the north of the site is established as retail shops. The area northwest is zoned B-1 and is vacant, and is most likely undevelopable. Illinois Route 83 and Plainfield Road are substantial buffers to the properties located to the east and south. The area to the northeast is zone B-2 and is occupied by the Pete's Fresh Market and out-lot, as well as the BP gas station and car wash on the northeast corner of the intersection.



**(D) That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.**

**Applicant Finding:** The property is currently established as a gas station and car wash. We are only looking to improve the facility. All utilities, drainage, and facilities will comply with code.

**Staff Finding:** The site has been and will continue to be serviced by all necessary utilities and drainage facilities, which are adequate for the existing facility.

**(E) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

**Applicant Finding:** The property has more than adequate ingress and egress. The limited scope of this project (dumpster enclosure relocation) has no impact on public street congestion.

**Staff Finding:** There is no traffic impact on the relocation of the dumpster enclosure.

**(F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.**

**Applicant Finding:** The proposed addition will conform to all codes and regulations.

**Staff Finding:** The special use amendment shall in all other respects conform to the applicable regulations of the district in which it is located. The dumpster relocation will comply with the regulations of the zoning ordinance, pending approval of the requested variations.

**(G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-O-05, 1-27-1997).**

**Applicant Finding:** To the best of my knowledge, there have been no previous application denials within the last year.

**Staff Finding:** Conditions in the area have substantially changed due to the development of Pete's Fresh Market/Willows Shopping Center. At least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site.



### Attachment 3

#### Variation Standards and Findings for PC 22-03 Shell/Ducky's Dumpster Enclosure

##### 9-14-4(E): Standards for Variations

The Plan Commission shall not recommend and the Board of Trustees shall not grant variations from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

- (A) **The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.**

**Applicant Finding:** The facility was recently renovated to provide an improved patron experience. Since the completion of this renovation, the owner has identified a patron experience/safety concern. The existing trash enclosure limits the sight lines for patrons as they move around the trash enclosure, leaving them unable to see what is around the corner (of the trash enclosure). The owner is looking to eliminate the potential of this safety issue.

**Staff Finding:** The Village approved prior special use permit requests and numerous variations on the subject property for the food mart, gasoline pump dispensers, gas station canopy, attendant kiosk, and refuse storage area as the Village has found that the property cannot yield a reasonable return on several prior occasions.

- (B) **The proposed variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.**

**Applicant Finding:** The site's buildable area and the location of the existing building on the site does not provide reasonable options for the location of a dumpster enclosure. The southwest portion of the buildable area has a steep grade change that would require the construction of a substantial retaining wall. In order to minimize impact to the site, a location towards the rear of the building, on the north side (outside of the buildable area) has been identified where the grade change is less of a challenge and there is no visual impairment for patrons.

**Staff Finding:** The subject property is highly irregular in shape and is encumbered by steep grades along the western portion of the property. The north side of the property will be less visible for patrons and eliminate the visibility concern.

- (C) **The alleged hardship has not been created by any person presently having a proprietary interest in the premises.**

**Applicant Finding:** For the recent facility renovation project, site challenges were identified that required use of the Village's variance process. Since the completion of that renovation project, a patron experience/safety concern has been identified that was not originally anticipated. Therefore, no additional variation request for the approval of a better dumpster location was requested as part of the original renovation project.

**Staff Finding:** The hardship to the applicant is created by the site's irregular site configuration and relocating the dumpster to a less visible area that is set almost behind the building.



**(D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.**

**Applicant Finding:** The proposed site enhancement will not be detrimental nor injurious to the neighborhood. When completed, this improvement will further enhance the recently renovated car washing experience for its patrons.

**Staff Finding:** The proposed dumpster enclosure relocation will not be detrimental to the public welfare nor injurious to other property or improvements in the neighborhood.

**(E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.**

**Applicant Finding:** Adjacent neighbors are far enough away that the proposed addition will not impact their light and air nor will it substantially increase traffic or the risk of fire.

**Staff Finding:** The proposed variations will not impair the supply of light and air to adjacent properties. The proposed variations do not create any danger to public safety or increase the danger of fire.

**(F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)**

**Applicant Finding:** The building and use are already existing, the owner is only looking to improve patron experience and safety.

**Staff Finding:** The building and use are existing, the request is for a minor change to the dumpster location.

**(G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997)**

**Applicant Finding:** Approval of the proposed variations will comply with the intent of Title 9 as explained above.

**Staff Finding:** The proposed variations will allow a safer patron experience of the existing use and will result in the continued use of a convenient, safe, tax-productive and aesthetic use of the property.



**Attachment 4**  
Legal Description

PINS:

09-23-310-024

09-23-310-025

LOTS 11, 12, 13 AND 14 IN BLOCK 46 IN TRI-STATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT 465114, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM ALL THOSE PORTIONS GRANTED, CONVEYED AND DEDICATED TO THE STATE OF ILLINOIS PER DOCUMENTS R61-19732 AND R61-21445.



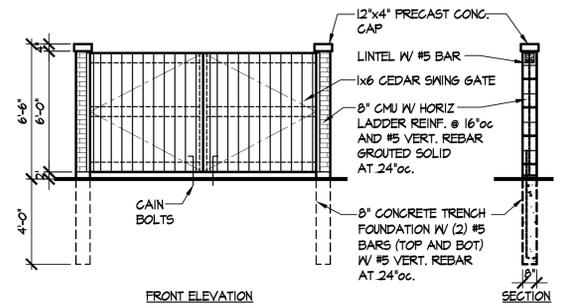
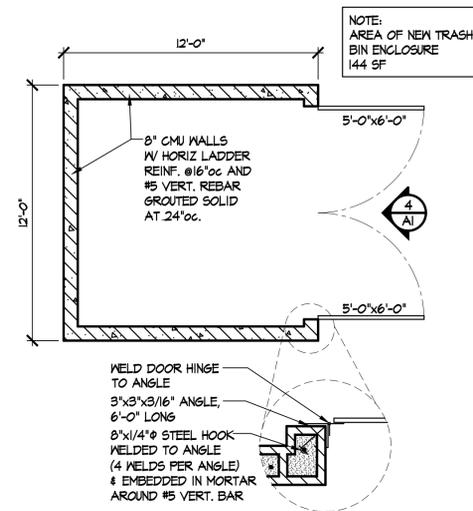


**Attachment 6**  
Site Plan  
(1 Sheet 11x17)



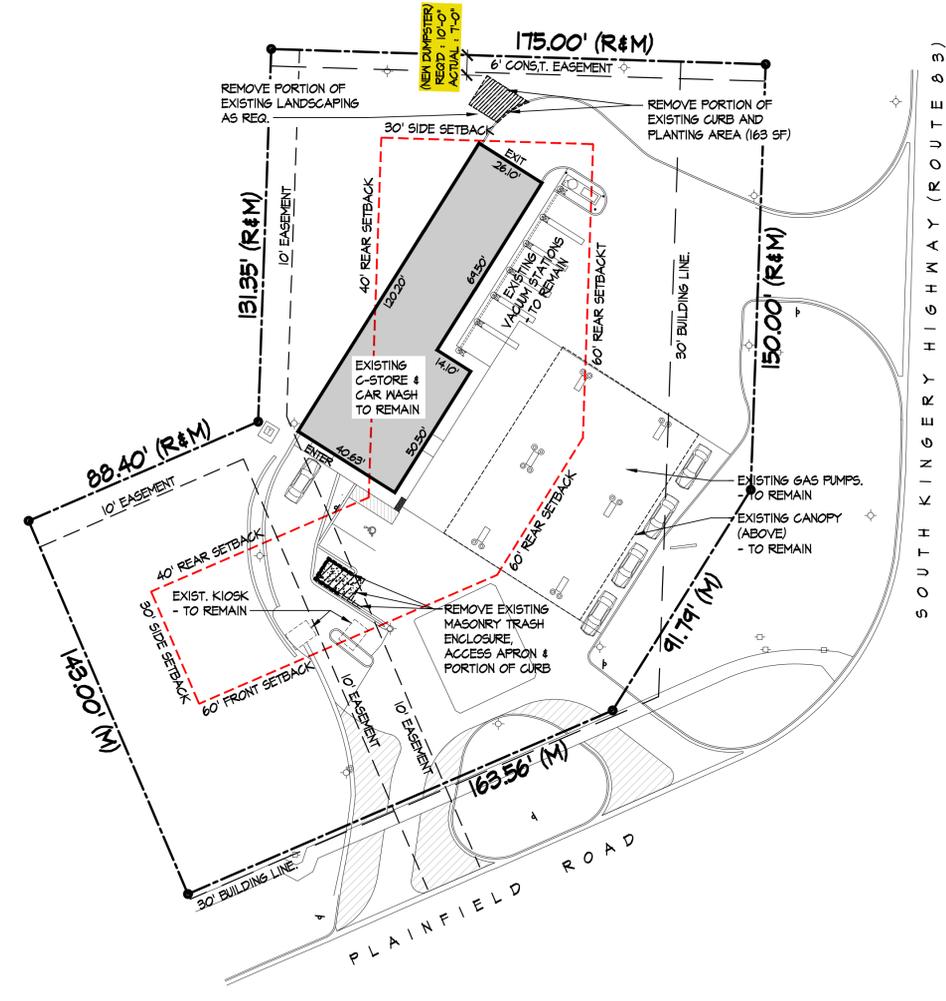
DAVID A. SCHAEFER ARCHITECTS  
 2500 S. HIGHLAND AVE., SUITE 340  
 LOMBARD, ILLINOIS 60148  
 W: 630.261.9250 F: 630.261.9259  
 © 2019 DAVID A. SCHAEFER ARCHITECTS PC

ITEMS	CODE OR ORDINANCE REQUIREMENT	PROPOSED	CODE SECTION OR ORDINANCE
PROJECT	NEW, RELOCATED, TRASH ENCLOSURE LOCATION FOR EXISTING C-STORE & CAR WASH		
ZONING	B-2 SPECIAL USE - AUTOMOBILE WASHING FACILITY		
USE GROUP	B - BUSINESS / M - MERCANTILE / S-1 : STORAGE		
CONSTRUCTION TYPE	TYPE II-B		
MIN. LOT AREA	3 ACRES	1.147 ACRES (49,987.70 sf)	9-6-1(A) / 94-0-24 SECT. 5
MAX. LOT COVERAGE	50 % (24,993.85 sf)	EXISTING : 45 % (22,768 sf)	9-6B-3(F)
		ADDITION : .003 % (163 sf)	
		TOTAL : 46 % (22,931 sf)	
PARKING SPACE	ACCESSORY MINIMART	1020 sf / 200 = 5 SPACE	(1) EXIST. SPACE
	6 GASOLINE DISPENSING UNITS		(1) EXIST. ACCESS. SPACE
	CAR WASH	1 EMPLOYEE = 1 SPACE	(1) NEW SPACE
	REQUIRED PER 9-10-5(K)		(3) TOTAL
	REQUIRED PER 94-0-24 SECT. 12		18 SPACE
			10 SPACE

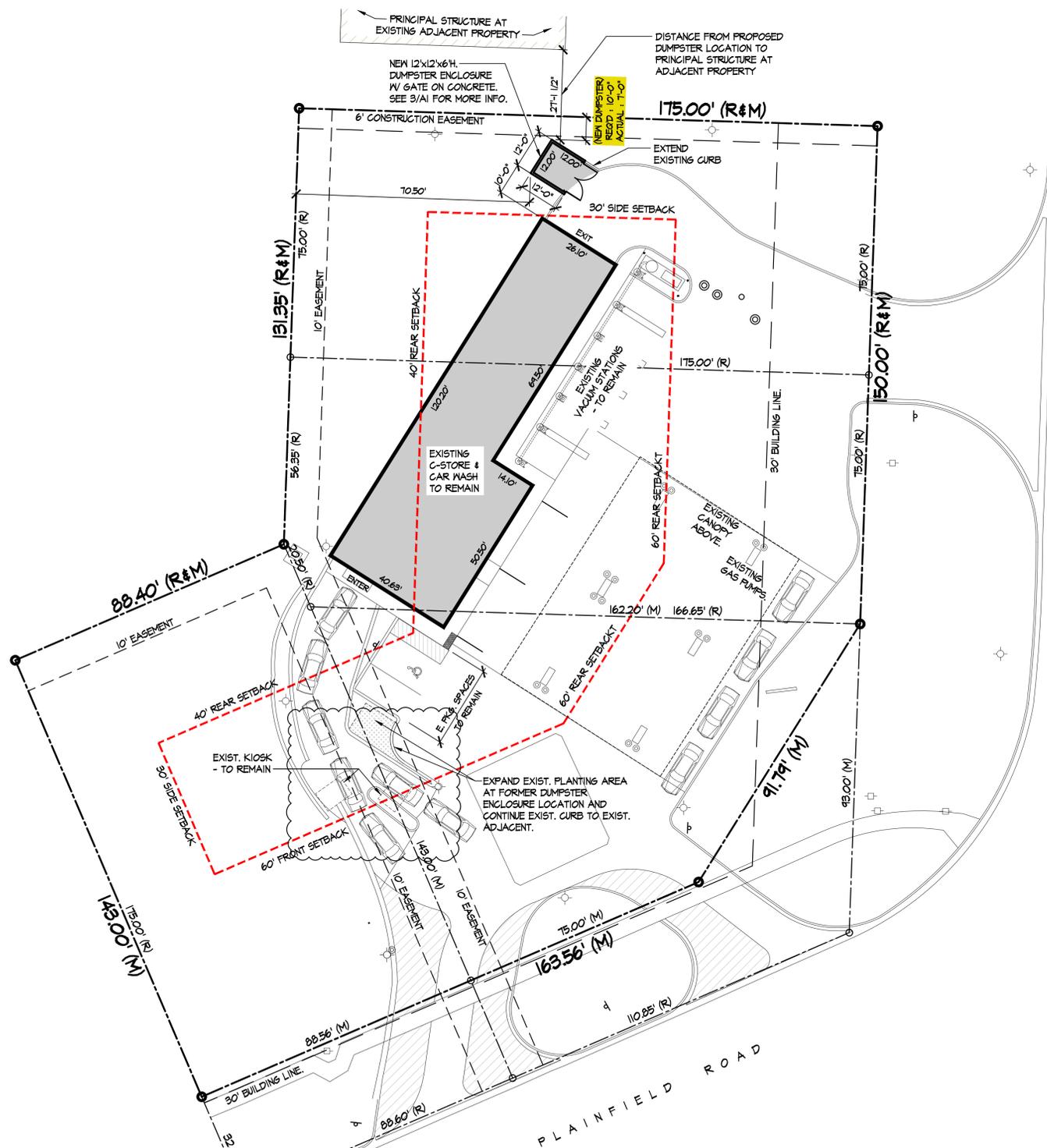


**3 TRASH BIN ENCLOSURE PLAN**  
 SCALE: 1/4" = 1'-0"

**4 TRASH ENCLOSURE ELEVATION**  
 SCALE: 1/4" = 1'-0"



**1 DEMOLITION SITE PLAN**  
 SCALE: 1" = 30'-0"



**2 PROPOSED ARCHITECTURAL SITE PLAN**  
 SCALE: 1" = 20'-0"

NO.	DATE	DESCRIPTION
5/16/2022	ISSUED FOR REVIEW	
4/28/2022	ISSUED FOR REVIEW	



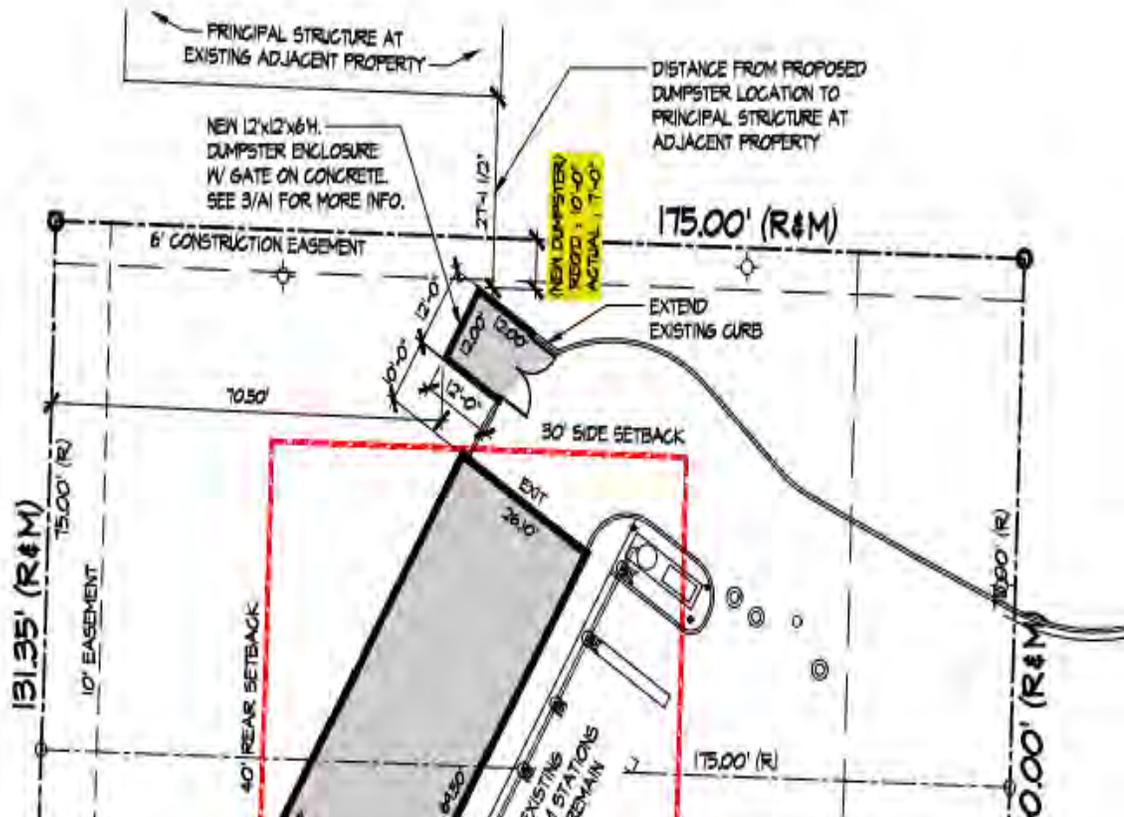
NOVEMBER 30, 2022  
 EXPIRES:  
 David A. Schaefer 5.16.2022  
 SIGNATURE: DATE:  
 PROFESSIONAL DESIGN FIRM NO: 184.003216

**DUCKYS CAR WASH ADDITION**  
 7000 KINGERY HWY.,  
 WILLOWBROOK, IL 60527

DRAWN BY: MMM	SHEET NO. <b>A1</b>
PROJECT NO: 19-103	
ISSUE DATE: MAY 16, 2022	

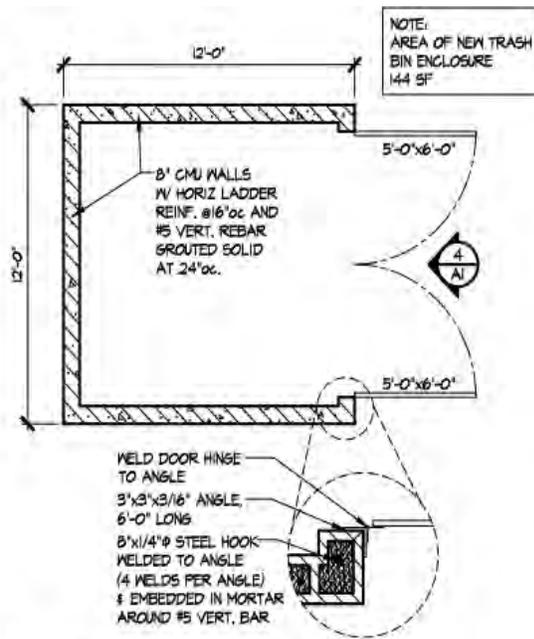


### Attachment 7 Enlarged Site Plan

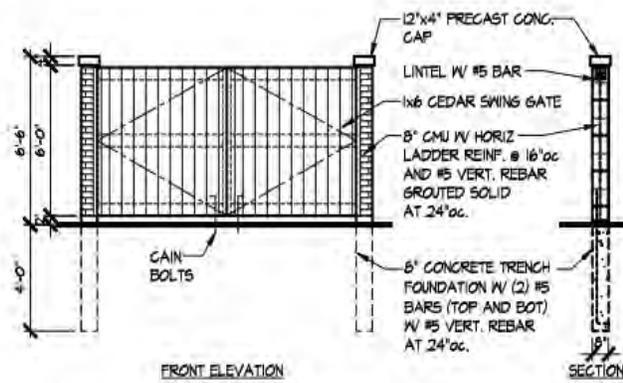




**Attachment 8**  
 Enlarged Dumpster Enclosure Details



**3 TRASH BIN ENCLOSURE PLAN**  
 SCALE: 1/4" = 1'-0"



**4 TRASH ENCLOSURE ELEVATION**  
 SCALE: 1/4" = 1'-0"



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**Attachment 9**  
Landscape Plan  
(1 Sheet 11x17)

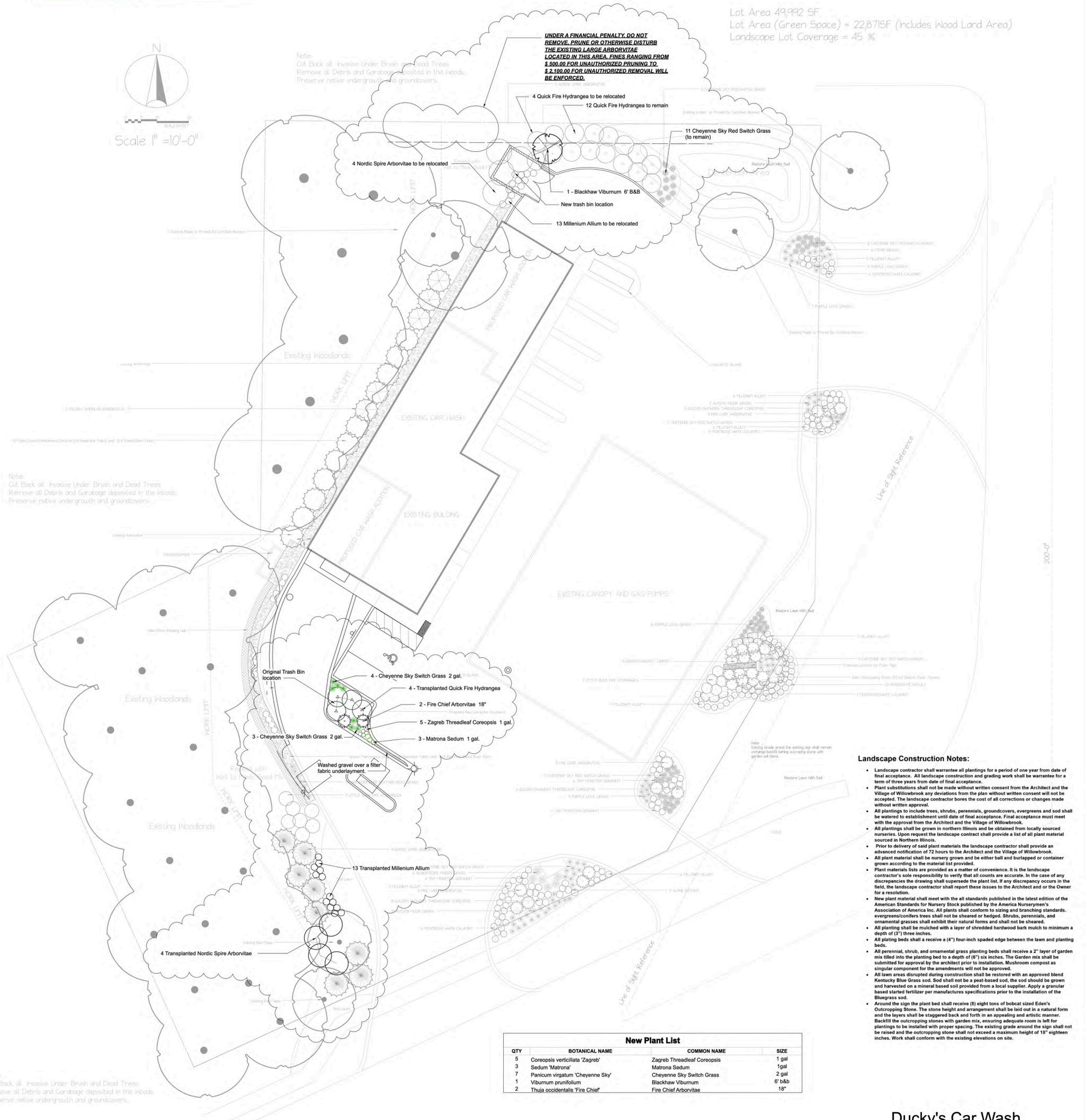


Lot Area 49,992 SF  
Lot Area (Green Space) = 22,871 SF (Includes Wood Land Area)  
Landscape Lot Coverage = 45 %



Note:  
Cut Back all Invasive Under Brush and Dead Trees.  
Remove all Debris and Garbage deposited in the Woods.  
Preserve native undergrowth and groundcovers.

**UNDER A FINANCIAL PENALTY, DO NOT REMOVE, PRUNE OR OTHERWISE DISTURB THE EXISTING LARGE ARBORVITAE LOCATED IN THIS AREA. FINES RANGING FROM \$500.00 FOR UNAUTHORIZED REMOVAL TO \$2,100.00 FOR UNAUTHORIZED PRUNING WILL BE ENFORCED.**



- Landscape Construction Notes:**
- Landscape contractor shall warrant all plantings for a period of one year from date of final acceptance. All landscape construction and grading work shall be warrantee for a term of three years from date of final acceptance.
  - Plant substitutions shall not be made without written consent from the Architect and the Village of Willowbrook any deviations from the plan without written consent will not be accepted. The landscape contractor bears the cost of all corrections or changes made without written approval.
  - All plantings to include trees, shrubs, perennials, groundcovers, evergreens and sod shall be watered to establishment until date of final acceptance. Final acceptance must meet with the approval from the Architect and the Village of Willowbrook.
  - All plantings shall be grown in northern Illinois and be obtained from locally sourced nurseries. Upon request the landscape contractor shall provide a list of all plant material sourced in Northern Illinois.
  - Prior to delivery of said plant materials the landscape contractor shall provide an advanced notification of 72 hours to the Architect and the Village of Willowbrook.
  - All plant material shall be nursery grown and be either ball and burlapped or container grown according to the material list provided.
  - Plant materials lists are provided as a matter of convenience. It is the landscape contractor's sole responsibility to verify that all counts are accurate. In the case of any discrepancies the drawing shall supersede the plant list. If any discrepancy occurs in the field, the landscape contractor shall report these issues to the Architect and/or the Owner for a resolution.
  - New plant material shall meet with all the standards published in the latest edition of the American Standards for Nursery Stock published by the American Nurserymen's Association of America Inc. All plants shall conform to sizing and branching standards. evergreens/conifers trees shall not be sheared or hedged. Shrubs, perennials, and ornamental grasses shall exhibit their natural forms and shall not be sheared.
  - All planting shall be mulched with a layer of shredded hardwood bark mulch to minimum a depth of (3") three inches.
  - All planting beds shall receive a (4") four-inch spaded edge between the lawn and planting beds.
  - All perennial, shrub, and ornamental grass planting beds shall receive a 2" layer of garden mix filled into the planting bed to a depth of (6") six inches. The Garden mix shall be submitted for approval by the architect prior to installation. Mushroom compost as singular component for the amendments will not be approved.
  - All lawn areas disrupted during construction shall be restored with an approved blend Kentucky Blue Grass sod. Sod shall not be a peat-based sod, the sod should be grown and harvested on a mineral based soil provided from a local supplier. Apply a granular based starter fertilizer per manufactures specifications prior to the installation of the Bluegrass sod.
  - Around the sign the plant bed shall receive (8) eight tons of bobcat sized Eden's Outcropping Stone. The stone height and arrangement shall be laid out in a natural form and the layers shall be staggered back and forth in an appealing and artistic manner. Backfill the outcropping stones with garden mix, ensuring adequate room is left for plantings to be installed with proper spacing. The existing grade around the sign shall not be raised and the outcropping stone shall not exceed a maximum height of 18" eighteen inches. Work shall conform with the existing elevations on site.

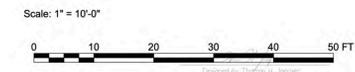
QTY	BOTANICAL NAME	COMMON NAME	SIZE
5	Coreopsis verticillata 'Zagreb'	Zagreb Threadleaf Coreopsis	1 gal
3	Sedum 'Matrona'	Matrona Sedum	1gal
7	Panicum virgatum 'Cheyenne Sky'	Cheyenne Sky Switch Grass	2 gal
1	Viburnum prunifolium	Blackhaw Viburnum	6' b&b
2	Thuja occidentalis 'Fire Chief'	Fire Chief Arborvitae	18"

Note:  
Cut Back all Invasive Under Brush and Dead Trees.  
Remove all Debris and Garbage deposited in the Woods.  
Preserve native undergrowth and groundcovers.

Revised Oct. 12 2019  
Revised Nov. 12 2019  
Revised Jan. 20 2020  
Revised Feb. 4 2020  
Sheet 1 of 2



## Trash Bin Relocation Planting Plan



Craig M. Patten  
Landscape Architect  
License # 000710 - Expires: August 31, 2021-22



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**Attachment 10**  
Tree Preservation Plan  
(1 Sheet 11x17)

DOMINANT PLANTSPECIES OF WETLAND & WETLAND BUFFER ZONE



Dead Fall Ash (*Fraxinus pennsylvanica*) infested with Emerald Ash Bore & Common Buckthorn (*Rhamnus carthartica*) on Illinois Invasive Species.



Dead Fall Ash (*Fraxinus pennsylvanica*) infested with Emerald Ash Bore & Common Buckthorn (*Rhamnus carthartica*) on Illinois Invasive Species.

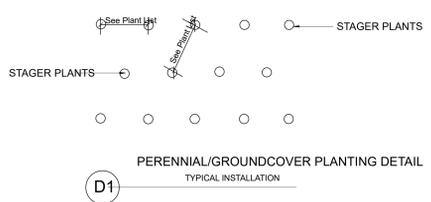


Dead Fall Ash (*Fraxinus pennsylvanica*) infested with Emerald Ash Bore & Japanese HoneySuckle (*Lonicera japonica*) on Illinois Invasive Species.

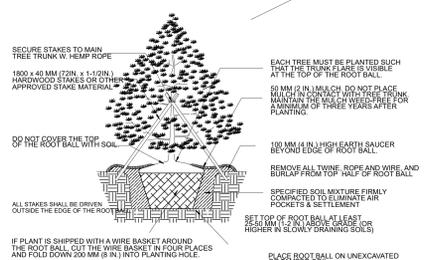


Revised: 5/12/22

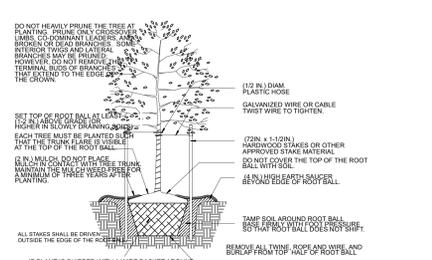
INCORPORATE OF 3" BLENDED COMPOST INTO THE TOP 8" OF THE PLANTING BED. APPLY A SLOW RELEASE BALANCED FERTILIZER SUCH AS OSMOCOTE TO ALL PLANTING BEDS AT THE TIME OF PLANTING.



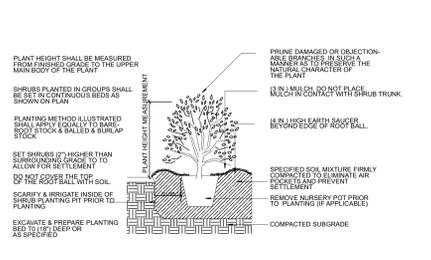
Craig M. Patten  
Landscape Architect  
License # 191-000710 - Expires: August 31, 2021-22



**D4 CONIFEROUS TREE PLANTING DETAIL**  
TYPICAL INSTALLATION - 6" (150MM) OR LESS



**D3 DECIDUOUS TREE PLANTING DETAIL**  
TYPICAL INSTALLATION - 3" (75MM) CALIPER OR LESS



**D2 SHRUB PLANTING DETAIL**  
TYPICAL INSTALLATION

**Tree Preservation Plan**

Scale: 1" = 10'-0"



**Ducky's Car Wash**  
7000 Kingery Highway  
Willowbrook, IL 60527



**Attachment 11**  
Engineering Plans  
(2 Sheets 11x17)



**GENERAL NOTES:**

- PROPOSED GROUND ELEVATION AT FOUNDATIONS AS NOTED ON PLANS. PROPOSED ELEVATIONS ARE TOP OF SOD OR DRIVEWAY. FINISHED DIRT GRADE IN LAWN AREAS SHALL BE 2" BELOW TOP OF SOD. SLOPE AREA TO DRAIN AWAY FROM HOUSE.
- RE-ESTABLISH EXISTING YARD DRAINAGE PATTERNS AFTER CONSTRUCTION EXCEPT AS NOTED ON PLANS.
- REFER TO ARCHITECT'S SITE PLAN FOR PROPOSED STRUCTURE'S EXACT SETBACKS FROM PROPERTY LINES.
- REFER TO PLAT OF SURVEY FOR LOT DIMENSIONS AND DISTANCES FROM EXISTING STRUCTURES TO PROPERTY LINES.
- CONTRACTOR TO PROMPTLY REMOVE ANY EXCAVATED MATERIAL NOT REQUIRED FOR SITE BACKFILL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR OVERHEAD UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE VILLAGE AND THE OWNER, OR REPLACED.
- CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THEIR EMPLOYEES AND OTHER WORKERS ON THE SITE. ANY OPEN EXCAVATIONS, OR POTENTIALLY DANGEROUS AREAS SHALL BE FENCED OR GUARDED IN AN ACCEPTABLE MANNER AT THE END OF EACH DAY FOR THE PROTECTION OF THE CONTRACTOR'S EMPLOYEES AND GENERAL PUBLIC SAFETY. BONO CONSULTING ASSUMES NO LIABILITY FOR CONSTRUCTION SITE SAFETY.
- CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY SOIL TRACKED ONTO THE ROAD AT THE END OF EACH DAY.
- CONTRACTOR IS RESPONSIBLE FOR COMPARING ENGINEER'S PLAN TO ARCHITECT'S PLAN. ANY DISCREPANCIES MUST BE CLARIFIED BY THE ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION.
- CONTRACTOR TO IMPLEMENT PROPER SHORING MEASURES TO PREVENT SUBSIDENCE AND/OR DAMAGE TO ADJACENT PROPERTIES.
- ALL TRIBUTARY AREAS FROM ADJACENT PROPERTIES WILL CONTINUE TO DRAIN INTO THE SUBJECT PROPERTY AND THE CONTRACTOR WILL MAKE ANY FIELD ADJUSTMENTS NECESSARY TO ADHERE TO THIS REQUIREMENT.
- THE PAVEMENT ALONG KINGERY HIGHWAY & PLAINFIELD ROAD AND ANY OTHER STREET UTILIZED AS A CONSTRUCTION ROUTE BY THE CONTRACTOR SHALL BE PROTECTED FROM ANY DAMAGE. THE CONTRACTOR SHALL CLEAN THE PAVEMENT OF ALL CONSTRUCTION DIRT AND DEBRIS AT THE END OF EACH WORK DAY.
- CALL JULIE 1-800-892-0123 48 HOURS BEFORE STARTING ANY EXCAVATION WORK.
- TOPOGRAPHIC SURVEY BY PROFESSIONAL LAND SURVEYING, INC.
- ALL BUILDING LAYOUTS SHOULD BE DONE BY A REGISTERED LAND SURVEYOR AFTER CONFIRMING THE PROPERTY CORNERS IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER PRIOR TO INITIATING CONSTRUCTION.
- AN AS-BUILT TOPOGRAPHIC SURVEY WILL BE REQUIRED PRIOR TO ISSUANCE OF OCCUPANCY CERTIFICATE.

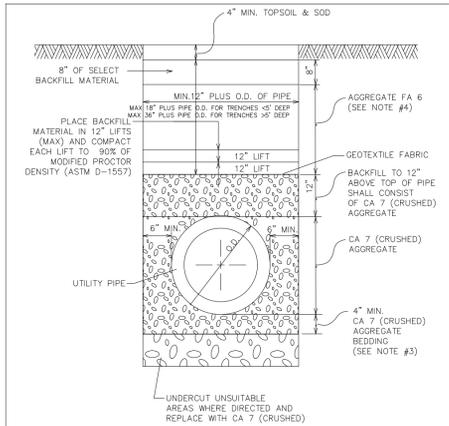
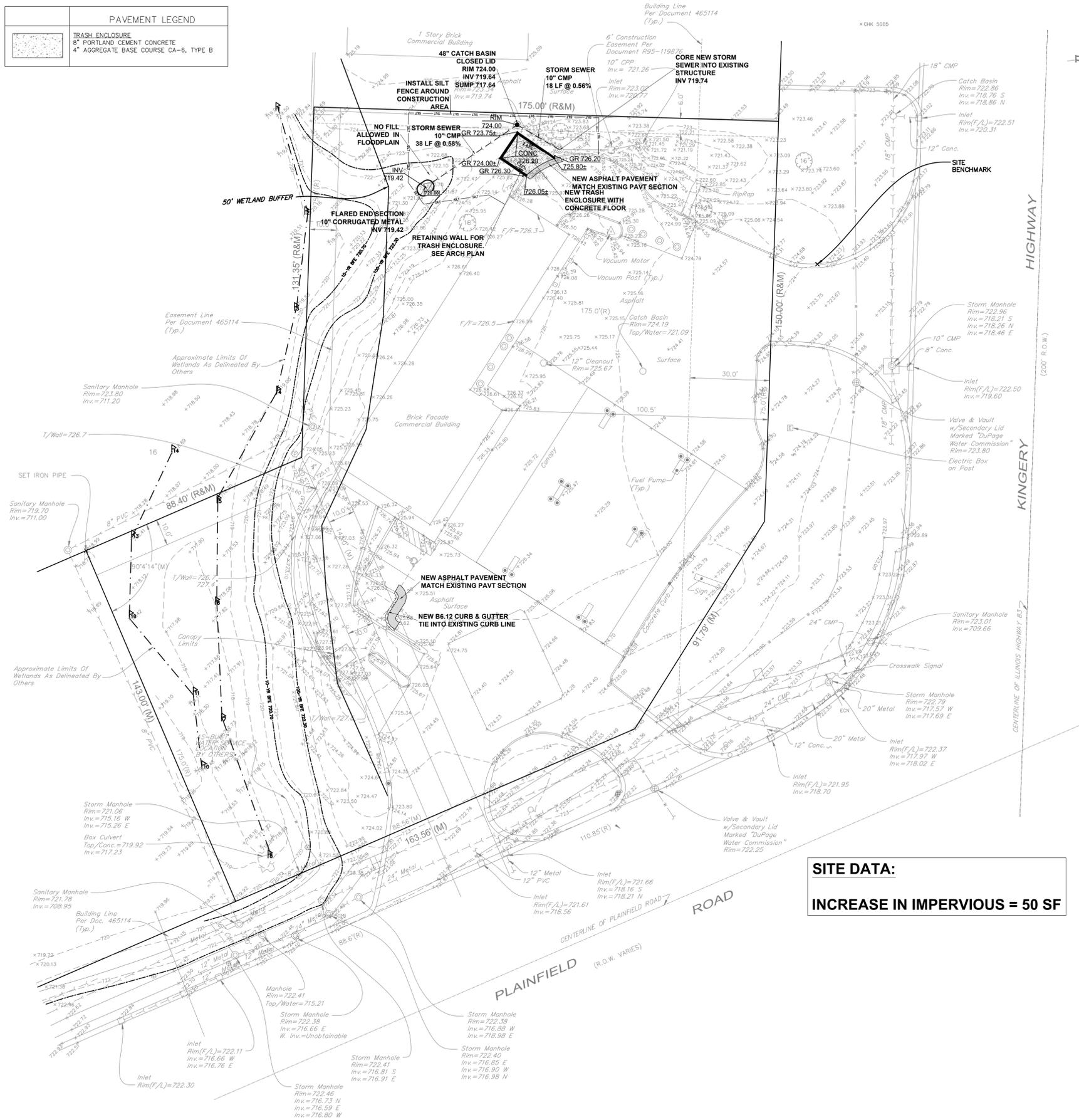
**CONCRETE NOTES:**

- ALL CONCRETE SHALL BE MINIMUM 5" PCC.
- AGGREGATE BASE COURSE SHALL CONSIST OF MINIMUM 4" CA-6 COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- ALL CONCRETE SHALL BE OF AN IDOT APPROVED MIX DESIGN AND SHALL OBTAIN A COMPRESSIVE STRENGTH RATING OF 3,500 PSI WITHIN A FOURTEEN (14) DAY PERIOD.
- ALL CONCRETE SECTION AND BASE COURSE SHALL BE IN ACCORDANCE WITH SECTION 420 IDOT STANDARD SPECIFICATION.
- A 3/4" FIBER EXPANSION JOINT SHALL BE INSTALLED WHEN THE NEW PAVEMENT ABUTS A SIDEWALK OR ANY BUILDING. CONSTRUCTION JOINTS SHOULD BE SAWCUT A MINIMUM OF TWO INCHES DEEP WITHIN 4-12 HOURS OF CONCRETE PLACEMENT, BUT NO LATER THAN 24 HOURS AFTER CONCRETE PLACEMENT, SHALL BE IN ACCORDANCE WITH SECTION 420.10(D) IDOT STANDARD SPECIFICATIONS. 15' MAXIMUM INTERVAL BETWEEN JOINTS.

**BCI NOTES:**

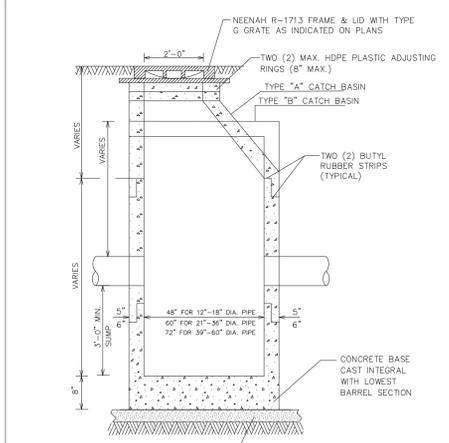
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL VILLAGE/CITY/COUNTY REGULATIONS AND CODES AS WELL AS O.S.H.A. STANDARDS.
- SHOULD IT APPEAR THAT THE WORK COVERED BY THE CONTRACT DOCUMENTS IS NOT SUFFICIENTLY DETAILED OR EXPLAINED, AN RFI FORM SHALL BE SUBMITTED TO THE ENGINEER FOR FURTHER DRAWINGS OR EXPLANATIONS AS MAY BE NECESSARY TO CLARIFY THE POINT IN QUESTION PRIOR TO THE CONTRACT AWARD. IT IS THE INTENTION OF THE CONTRACT DOCUMENTS TO PROVIDE A JOB COMPLETE IN EVERY RESPECT. THE CONTRACTOR IS RESPONSIBLE FOR THIS RESULT AND TO TURN OVER THE PROJECT IN COMPLETE OPERATING CONDITION, IRRESPECTIVE OF WHETHER THE CONTRACT DOCUMENTS COVER EVERY INDIVIDUAL ITEM IN MINUTE DETAIL.

PAVEMENT LEGEND	
	TRASH ENCLOSURE 8" PORTLAND CEMENT CONCRETE 4" AGGREGATE BASE COURSE CA-6, TYPE B



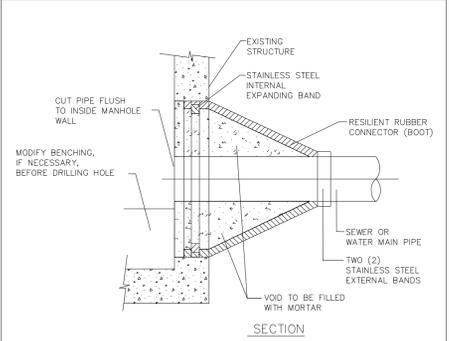
- NOTES:**
- ALL BACKFILL MATERIALS SHALL BE PROPERLY COMPACTED.
  - ALL TRENCH EXCAVATIONS SHALL MEET OSHA REQUIREMENTS.
  - BEDDING MATERIAL FOR PVC PIPE INSTALLATION SHALL COMPLY WITH ASTM D-2321.
  - FOR WATER MAIN TRENCHES, CRUSHED CA 7 SHALL EXTEND UP TO TWELVE (12) INCHES FROM FINISHED GRADE. WATER SERVICE TRENCHES SHALL BE BACKFILLED PER THIS DETAIL.

REVISIONS	BONO CONSULTING, INC.
09-23-19 RC	UTILITY TRENCH IN NON-PAVED AREAS DETAIL



- NOTES:**
- MANHOLES MUST CONFORM TO ASTM C-478.
  - MANHOLE SECTIONS TO BE TONGUE AND GROOVED.
  - NON-PRECAST OPENINGS SHALL BE CORED, RUBBER BOOTED AND INTERIOR MORTARED AROUND PIPE.
  - USE ECCENTRIC CONE ONLY.
  - SEE PIPE CONNECTION TO STRUCTURE DETAIL FOR NON-PRECAST OPENINGS.

REVISIONS	BONO CONSULTING, INC.
09-23-19 RC	CATCH BASIN DETAIL



- NOTES:**
- RESILIENT RUBBER CONNECTOR COMPLYING WITH ASTM STANDARD-C-923 (MOST RECENT EDITION) SHALL BE USED.
  - CORE-DRILL CIRCULAR OPENING IN STRUCTURE WALL OF DIAMETER NECESSARY TO FIT THE REQUIRED BOOT SIZE.
  - KOR-N SEAL FLEXIBLE RUBBER BOOT (MANUFACTURED BY NATIONAL POLLUTION CONTROL SYSTEMS, INC.) TO BE USED OR APPROVED EQUAL.
  - CUT, SHAPE AND SLOPE NEW INVERT CHANNEL IN THE EXISTING CONCRETE BENCH FOR SMOOTH FLOW FROM NEW CONNECTION.
  - CLEAN EXISTING STRUCTURE AND SEWER PIPE OF ANY DIRT, CONCRETE OR DEBRIS WHICH MAY ACCUMULATE DURING THE CONSTRUCTION PROCESS.

REVISIONS	BONO CONSULTING, INC.
09-23-19 RC	PIPE CONNECTION TO STRUCTURE DETAIL

DATE	04-22-2022
REVISIONS	
PROJECT MANAGER	D. WALKER P.E.
ENGINEER	R. CARP P.E.
TECHNICIAN	
PROJECT NO.:	22142
BASE FILE:	
SHEET FILE:	
ISSUE DATE:	APR 22, 2022
SCALE:	1"=20'
SHEET NUMBER	C-2

**BCI**  
BONO CONSULTING, INC.  
CIVIL ENGINEERS  
1601 BOND ST. SUIT 205 PH: (815) 229-9512  
NAPERVILLE, IL 60563 FAX: (815) 823-3303  
bbono@bonoconsulting.com

**PROPOSED SITE, GRADING & UTILITY PLAN**  
**DUMPSTER RELOCATION**  
**17540 KINGERY HWY, WILLOWBROOK, IL 60181**

RIGHT: THIS DRAWING SHALL NOT BE USED, REPRODUCED, MODIFIED OR SOLD EITHER WHOLLY OR IN PART, EXCEPT WHEN AUTHORIZED IN WRITING BY THE ENGINEER.



**Attachment 12**  
Engineering Review Letter



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

June 17, 2022

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Mike Krol

Subject: 7000 Kingery – Trash Enclosure Relocation  
(CBBEL Project No. 900144.H211)

Dear Mike:

As requested on June 17, 2022, we have reviewed the engineering plans for the above referenced property prepared by Bono Consulting, Inc. and dated June 16, 2022. Our previous comments have been addressed and we have no objection to the Village issuing a permit for the proposed project.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel L. Lynch'.

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department



**Attachment 13**  
Tri-State Fire Protection District Review Letter



June 1, 2022

Village of Willowbrook  
Attn: Karen Stonehouse, AICP  
835 Midway Drive  
Willowbrook, IL 60527  
630-323-8215

[planner@willowbrook.il.us](mailto:planner@willowbrook.il.us)  
[marlana@das-architects.com](mailto:marlana@das-architects.com)

RE: Special Use Site Plan Review- Dumpster Relocation  
Just Ducky Car Wash  
7000 Kingery Highway  
Willowbrook, IL 60527

To whom it may concern,

We have received a copy of the site plans for the dumpster relocation for the above listed project. After review, we have no comment and have no issues with this project.

Necessary inspections are to be performed along with any outstanding fees paid before occupancy is granted.

*The Bureau of Fire Prevention has been asked to review the plans, specifications or other documents submitted to see if compliance has been made with the Fire Prevention Codes and Ordinances of the Tri-State Fire Protection District. Errors or omissions by representatives of the Bureau of Fire Prevention do not constitute permission to cancel, set aside or waive any provision of any applicable Code or Ordinance of the Tri-State Fire Prevention District. Approvals by the Bureau of Fire Prevention will be in writing only.*

Sincerely,

Chris Drews  
Plan Review Specialist  
Bureau of Fire Prevention  
[cdrews@tristatefd.com](mailto:cdrews@tristatefd.com)  
630-654-6284

