

## 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 22, 2013, AT 6:30 P.M. AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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 - Regular Board Meeting - July 8, 2013 (APPROVE)
  - c. Minutes - Executive Session - June 24, 2013 (APPROVE)
  - d. Warrants - \$289,454.73 (APPROVE)
  - e. Ordinance - An Ordinance Amending Title 3, Chapter 12, Section 3-12-5 (A) of the Village Code - Classifications: Class A License (PASS)
  - f. Resolution - A Resolution Authorizing the Mayor and Village Clerk to Accept a Proposal for an Enterprise Resource Planning Assessment - Sikich, LLP (ADOPT)
  - g. Resolution - A Resolution Accepting a Proposal to Purchase a SCADA Water Pump Software Upgrade Along with Associated Annual Support - Metropolitan Pump Company (ADOPT)
  - h. Motion - A Motion Authorizing Chief Shelton to Execute a Memorandum of Understanding Between the Village and the Cook County Sheriff's Office Regarding the Regional Gang Intelligence Database (RGID) System (APPROVE)
  - i. Motion - A Motion to Approve Application for a License to Hold a Raffle - Recycled Rotts, Inc. (APPROVE)

NEW BUSINESS

6. DELINQUENT WATER BILLS
7. RESOLUTION - A RESOLUTION AWARDING THE FISCAL YEAR 2013/14 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO CROWLEY-SHEPPARD ASPHALT, INC. IN THE AMOUNT OF \$129,740.90
8. DISCUSSION - POLICE DEPARTMENT STAFFING AND STRUCTURE

PRIOR BUSINESS

9. COMMITTEE REPORTS
10. ATTORNEY'S REPORT
11. CLERK'S REPORT
12. ADMINISTRATOR'S REPORT
13. MAYOR'S REPORT
14. EXECUTIVE SESSION:
  - a) REVIEW 2013 MINUTES - Pursuant to 5 ILCS 120/2(c)(21) Regarding the Minutes of Executive Session Meetings that were Lawfully Closed Under the Open Meetings Act
  - b) Consideration of the Purchase or Lease of Real Property for the Use of the Village Pursuant to 5 ILCS 120/2(c)(5)
  - c) Consideration of Collective Negotiating Matters Between the Village and Its Employees and Their Representatives Pursuant to Chapter 5 ILCS 120/1(C)(2)
15. AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS AUTHORIZING, APPROVING AND RATIFYING EXECUTION OF A CONTRACT FOR THE ACQUISITION OF THE PROPERTY COMMONLY DESCRIBED AS 835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS
16. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JULY 8, 2013 AT THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

The meeting was called to order at the hour of 6:30 p.m. by Trustee Dennis Baker.

2. ROLL CALL

Those present at roll call were Clerk Leroy Hansen, Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Sue Berglund, Umberto Davi, and Paul Oggerino.

ABSENT: Mayor Frank Trilla

Also present were Village Administrator Timothy Halik, Village Attorney Thomas Bastian, Village Attorney Michael R. Durkin, Deputy Chief Mark Altobella, Planning Consultant JoEllen Charlton, Building Inspector Roy Giuntoli, Management Analyst Garrett Hummel, and Deputy Clerk Cindy Stuchl.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Trustee Baker asked Trustee Oggerino to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented.

5. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Regular Board Meeting - June 24, 2013 (APPROVE)
- c. Minutes - Executive Session - June 10, 2013 (APPROVE)
- d. Warrants - \$96,196.09 (APPROVE)
- e. Monthly Financial Report - June 30, 2013 (APPROVE)
- f. Ordinance - An Ordinance of the Village of Willowbrook, DuPage County, Illinois, Authorizing the Mayor and Village clerk to Execute an Amendment of the Development Agreement Regarding the Route 83 and Plainfield Tax Increment Development Project Area - Ordinance No. 13-O-22 (PASS)

- g. Ordinance - An Ordinance of the Village of Willowbrook, DuPage county, Illinois Authorizing the Mayor and Village Clerk to Execute an Amendment to the Escrow Deposit Agreement with Willowbrook Town Center LLC - Ordinance No. 13-O-23 (PASS)
- h. Ordinance - An Ordinance Authorizing the Sale of Personal Property Owned by the Village of Willowbrook - Ordinance No. 13-O-24 (PASS)
- i. Resolution - A Resolution Authorizing the Village Administrator to Accept a Proposal for a Replacement Handheld Field Programming Device with License & Training, and Ratifying and Confirming the Village Administrator's Prior Acceptance of Said Proposal - Resolution No. 13-R-37 (ADOPT)
- j. Resolution - A Resolution Adopting the DuPage County Natural Hazards Mitigation Plan - Resolution No. 13-R-38 (ADOPT)
- k. Motion - A Motion to Approve an Application for a License to Hold a Raffle - Trane Company (APPROVE)
- l. Plan Commission Recommendation - Zoning Ordinance Text Amendment - Fences (RECEIVE)

Trustee Baker asked the Board if there was any item to be removed from the Omnibus Vote Agenda.

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

ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. ORDINANCE - AN ORDINANCE AMENDING SPECIAL USE PERMIT NO. 13-15 AS APPROVED IN ORDINANCE NO. 13-O-15, WHICH WAS AN AMENDMENT TO SPECIAL USE NO. 12-25, AS APPROVED IN ORDINANCE 12-O-25, WHICH WAS AN AMENDMENT TO SPECIAL USE PERMIT NO. 88-23, AS APPROVED IN ORDINANCE NO. 88-O-23 AND AMENDED IN ORDINANCE 88-O-46 AND ORDINANCE 88-O-17

Planning Consultant Charlton stated that this ordinance amendment refers to a revision to the landscape plan on file, allows for the property owners to obtain a certificate of occupancy prior to finishing the landscape work, and provides for the posting of a \$39,500 cash bond which will be returned to the owners once work is satisfactorily completed.

Consultant Charlton advised that this is a minor amendment to the ordinance and was not required to be brought before the Plan Commission for approval.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to pass Ordinance No. 13-O-25.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

7. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 9, CHAPTER 12, SECTION 9-12-4(D)(2)(f) - FENCES AND WALLS

Consultant Charlton reminded the Board that a resident had attended a previous Board meeting and requested support to allow 6-foot, solid fences along Madison Street. The current code only allows for these types of fences along the major arterial roadways. The Plan Commission held a public hearing on July 3, 2013 and unanimously recommended approval of the proposed text amendment.

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly to pass Ordinance No. 13-O-26.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

8. RESOLUTION - A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CERTAIN CONTRACT - TREE AND STUMP REMOVAL SERVICES - PESSINA TREE SERVICES, LLC

Administrator Halik stated that this contract refers to the first part of the Emerald Ash Borer Management Plan. A tree and stump removal services contract was put out for bid on May 14, 2013. A separate tree planting services contract was then put out for bid on June 28, 2013.

The tree and stump removal contract includes the removal of 239 trees located on public property throughout the Village. The public bid opening for this contract occurred on Wednesday, June 26<sup>th</sup>. The lowest qualified bid was received from Pessina Tree

Services. Pessina also offered competitive prices for the private participation portion of the contract.

The costs are approximately 6½% higher than the original estimates. Therefore, the overall cost is approximately \$7,200 higher. The Municipal Services Committee reviewed the bid and recommends that the project be awarded to Pessina Tree Services.

MOTION: Made by Trustee Oggerino and seconded by Trustee Mistele to adopt Resolution No. 13-R-39.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi, Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRIOR BUSINESS

9. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Oggerino had no report.

10. ATTORNEY'S REPORT

Attorney Bastian had no report.

11. CLERK'S REPORT

Clerk Hansen had no report.

12. ADMINISTRATOR'S REPORT

Administrator Halik advised the Board that he will be on vacation beginning Tuesday, July 9<sup>th</sup> and will return to the office on Tuesday, July 16<sup>th</sup>.

13. MAYOR'S REPORT

No report due to Mayor Trilla being absent.

14. EXECUTIVE SESSION

- a. REVIEW 2013 MINUTES - Pursuant to 5 ILCS 120/2(c)(21)  
Regarding the Minutes of Executive Session Meetings  
That Were Lawfully Closed Under the Open Meetings Act

RECESS INTO EXECUTIVE SESSION

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to  
recess into Executive Session at the hour of 6:46 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi,  
Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

The Board reconvened the Regular Meeting at the hour of  
6:49 p.m.

15. ADJOURNMENT

MOTION: Made by Trustee Mistele and seconded by Trustee Kelly,  
to adjourn the Regular Meeting at the hour of 6:50 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Berglund, Davi,  
Kelly, Mistele, and Oggerino. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED.

July 22, 2013.

\_\_\_\_\_  
Mayor

Minutes transcribed by Deputy Clerk Cindy Stuchl.

WARRANTS

JULY 22, 2013

GENERAL CORPORATE FUND	-----	\$164,029.81
WATER FUND	-----	119,674.92
HOTEL/MOTEL TAX FUND	-----	2,000.00
L.A.F.E. AND R. FUND	-----	3,750.00
TOTAL WARRANTS	-----	\$289,454.73



\_\_\_\_\_  
Tim Halik, Village Administrator

APPROVED:

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

VILLAGE OF WILLOWBROOK

RUN DATE: 07/17/13

BILLS PAID REPORT FOR JULY, 2013

PAGE: 1

RUN TIME: 04:20PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACE STORE NO. 11 (17)	07/23 CK# 82371	\$43.98
321749 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	43.98
ADAM PRICE (1862)	07/23 CK# 82372	\$100.00
2841200021363 RED LIGHT FINES 01-310-503	01-310-503	100.00
AL WARREN OIL CO (2205)	07/23 CK# 82373	\$3,907.28
10789270 GASOLINE INVENTORY 01-190-126	01-190-126	3,907.28
ALL AMERICAN PAPER COMPANY (68)	07/23 CK# 82374	\$940.83
80239 MAINTENANCE - PW BUILDING	01-35-725-418	940.83
AMERICAN FIRST AID SERVICE INC (77)	07/23 CK# 82375	\$95.90
140099 OPERATING EQUIPMENT 01-451-401	01-30-630-401	9.80
140100 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	86.10
AMG/SOUND MEMORIES (102)	07/23 CK# 82376	\$798.00
BAL 2013 2 NITE CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	798.00
BLACK GOLD SEPTIC (208)	07/23 CK# 82377	\$310.00
55392 MAINTENANCE - PW BUILDING	01-35-725-418	310.00
KARYN A BYRNE (267)	07/23 CK# 82378	\$603.75
MARCH - APR 13 PART TIME INSPECTOR 01-565-109	01-40-830-109	140.00
MAY - JUN 2013 PART TIME INSPECTOR 01-565-109	01-40-830-109	463.75
MARK CAPOSIENO (292)	07/23 CK# 82379	\$160.00
JUNE 2013 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	160.00
CATALINA RAMOS (1862)	07/23 CK# 82380	\$100.00
2841200050412 RED LIGHT FINES 01-310-503	01-310-503	100.00
CHICAGO BADGE & INSIGNIA CO (334)	07/23 CK# 82381	\$46.59
12332 OPERATING EQUIPMENT 01-451-401	01-30-630-401	46.59
CHRIST OASIS MINISTRIES (1466)	07/23 CK# 82382	\$300.00
2013 PERMIT 14 PARK PERMIT FEES 01-310-814	01-310-814	300.00
CHRISTOPHER B. BURKE (333)	07/23 CK# 82383	\$8,371.76
111492 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	1,155.56
111494 FEES - ENGINEERING 01-505-245	01-35-720-245	5,644.20
111495 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	330.00
111496 FEES - DRAINAGE ENGINEER 01-555-246	01-40-820-246	258.50
111497 REIMB.	01-40-820-259	144.50
111498 REIMB.	01-40-820-259	254.50
11493 PLAN REVIEW - ENGINEERING 01-15-520-254	01-15-520-254	584.50
CLARKE ENVIRONMENTAL (350)	07/23 CK# 82384	\$6,178.75
6344196 MOSQUITO ABATEMENT 01-775-259	01-35-760-259	6,178.75
COMMONWEALTH EDISON (370)	07/23 CK# 82385	\$974.48
0423085170JUL13 RED LIGHT - COM ED	01-30-630-248	59.93
0791026027JUL13 RED LIGHT - COM ED	01-30-630-248	49.87
1024813000JL13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	1.26
4215105154JL13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	434.28
44031440110JL13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	62.14
6863089003JUL13 RED LIGHT - COM ED	01-30-630-248	63.83
7432089030JL13 ENERGY - STREET LIGHT 01-530-207	01-35-745-207	303.17
D RYAN TREE & LANDSCAPE LLC (2559)	07/23 CK# 82386	\$2,800.00
1970 TREE MAINTENANCE 01-535-338	01-35-750-338	1,400.00
1971 TREE MAINTENANCE 01-535-338	01-35-750-338	1,400.00

VILLAGE OF WILLOWBROOK

RUN DATE: 07/17/13

BILLS PAID REPORT FOR JULY, 2013

PAGE: 2

RUN TIME: 04:20PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DONIEN TRUST (1862)	07/23 CK# 82387	\$100.00
2841200051873 RED LIGHT FINES 01-310-503	01-310-503	100.00
DUPAGE COUNTY PUBLIC WORKS (514)	07/23 CK# 82388	\$61.86
PW 3/31-5/31/13 SANITARY USER CHARGE	01-35-725-417	11.57
VH 3/31-5/31/13 SANITARY USER CHARGE 01-405-385	01-10-466-385	50.29
DUPAGE COUNTY (511)	07/23 CK# 82390	\$500.00
759 100 COUPNS TAXI CAB VOUCHERS - PREPAID 01-190-103	01-190-103	250.00
759 100 COUPNS SENIOR CITIZEN TAXI PROGRAM 01-435-372	01-10-475-372	250.00
DUPAGE COUNTY CLERK (509)	07/23 CK# 82391	\$10.00
KUFRIN FEES DUES SUBSCRIPTIONS 01-25-610-307	01-25-610-307	10.00
DUPAGE MAYORS AND MGRS. CONF. (527)	07/23 CK# 82392	\$556.00
7574 SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	326.00
7574 SCHOOLS-CONFERENCE TRAVEL 01-420-304	01-10-455-304	230.00
ELIA PAVING CO. (549)	07/23 CK# 82395	\$1,732.50
7/8/13-1 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	1,732.50
FASTSIGNS (588)	07/23 CK# 82397	\$285.00
6546500 PRINTING & PUBLISHING 01-601-302	01-20-550-302	114.00
6546508 PRINTING & PUBLISHING 01-601-302	01-20-550-302	171.00
FEDERAL EXPRESS CORP. (592)	07/23 CK# 82398	\$120.62
231664509 POSTAGE & METER RENT 01-420-311	01-10-455-311	120.62
FUN ONES (2547)	07/23 CK# 82399	\$522.50
2013 BAL DUE CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	522.50
GADDIS DAVID (652)	07/23 CK# 82400	\$55.53
K-NINE FOOD OPERATING EQUIPMENT 01-451-401	01-30-630-401	55.53
W.W. GRAINGER (1999)	07/23 CK# 82401	\$26.81
9190928466 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	17.01
9191253245 BUILDING MAINTENANCE SUPPLIES 01-405-351	01-10-466-351	9.80
HINSDALE NURSERIES, INC. (793)	07/23 CK# 82402	\$42.00
710482 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	42.00
HOME DEPOT CREDIT SERVICES (808)	07/23 CK# 82403	\$1,694.53
1027709 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	326.78
2021046 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	106.01
4022829 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	116.00
5022390 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	188.94
6022166 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	146.52
6024623 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	51.04
6157259 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	77.14
6970853 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	366.45
9023693 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	276.81
9023814 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	38.84
HOMER INDUSTRIES (2416)	07/23 CK# 82404	\$2,880.00
S56796 ADA RECREATION ACCOMMODATIONS 01-630-520	01-20-590-520	1,440.00
S56797 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	1,440.00
ILLINOIS LAW ENFORCEMENT ALARMS SYS (889)	07/23 CK# 82405	\$120.00
DUES3244 2013 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	120.00
INTERGOVERNMENTAL PERSONNEL (934)	07/23 CK# 82406	\$40,458.03
JULY 2013 EMP DED PAY-INS 01-210-204	01-210-204	10,076.34
JULY 2013 LIFE INS BENEFIT -APPOINTED/ELECTED	01-05-410-141	49.09

## VILLAGE OF WILLOWBROOK

RUN DATE: 07/17/13

BILLS PAID REPORT FOR JULY, 2013

PAGE: 3

RUN TIME: 04:20PM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
JULY 2013 LIFE INS BENEFIT -APPOINTED/ELECTED	01-07-435-148	29.24
JULY 2013 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-10-455-141	1,130.37
JULY 2013 EMPLOYEE BENEFITS - MEDICAL 01-15-510-141	01-15-510-141	706.59
JULY 2013 PLAN COMPENSATION	01-15-510-340	43.43
JULY 2013 EMPLOYEE BENEFITS - MEDICAL 01-601-141	01-20-550-141	77.00
JULY 2013 EMPLOYEE BENEFIT - MEDICAL INS 01-25-610-141	01-25-610-141	1,425.54
JULY 2013 EMPLOYEE BENEFIT - MEDICAL INSURANC	01-30-630-141	23,517.56
JULY 2013 EMPLOYEE BENEFITS - MEDICAL 01-501-141	01-35-710-141	1,260.22
JULY 2013 EMPLOYEE BENEFITS - MEDICAL 01-551-141	01-40-810-141	2,142.65
JACK PHELAN CHEVROLET (1466)	07/23 CK# 82407	\$300.00
#23 2013 PARK PERMIT FEES 01-310-814	01-310-814	300.00
JAMIE CEDERSTRAND (1466)	07/23 CK# 82408	\$131.00
#28 2013 CK FEE PARK PERMIT FEES 01-310-814	01-310-814	-4.00
#28 2013 DEP PARK PERMIT FEES 01-310-814	01-310-814	100.00
#28 2013 FEE PARK PERMIT FEES 01-310-814	01-310-814	35.00
JOE AND JOANN ESQUEDA (1862)	07/23 CK# 82409	\$100.00
2841300002610 RED LIGHT FINES 01-310-503	01-310-503	100.00
JOSE L SANCHEZ (1466)	07/23 CK# 82410	\$250.00
#25 2013 PARK PERMIT FEES 01-310-814	01-310-814	250.00
JULIE, INC. (1018)	07/23 CK# 82411	\$633.04
2013-1713 BAL J.U.L.I.E. 01-540-332	01-35-755-332	633.04
LAUREN KASPAR (1035)	07/23 CK# 82412	\$51.00
2013 UNFRMS UNIFORMS 01-451-345	01-30-630-345	51.00
KING CAR WASH (1057)	07/23 CK# 82413	\$398.00
60/JUN 13 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	398.00
KIPP'S LAWNMOWER SALES & SERVICE (1062)	07/23 CK# 82414	\$394.43
420855 OPERATING EQUIPMENT 01-540-401	01-35-755-401	394.43
KODIAK CONTRACTORS INC (2552)	07/23 CK# 82415	\$400.00
BACK TO SCHL EV CHILDRENS SPECIAL EVENTS 01-625-150	01-20-585-150	400.00
KONICA MINOLTA BUSINESS SOLUTIONS (2319)	07/23 CK# 82416	\$806.26
225234865 COPY SERVICE 01-451-315	01-30-630-315	216.45
225276810 COPY SERVICE 01-420-315	01-10-455-315	589.81
DENNIS KOWSKA (1078)	07/23 CK# 82417	\$96.00
JUNE 2013 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	96.00
MEL KREJCI (1081)	07/23 CK# 82418	\$63.75
JUNE 2013 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	63.75
TRACY LAPSHIN (2553)	07/23 CK# 82419	\$40.00
2013 SMR SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	40.00
LASERCRAFT INC (2300)	07/23 CK# 82420	\$23,150.00
12954/JUN 13 RED LIGHT CAMERA FEES 01-30-630-247	01-30-630-247	22,475.00
12955JUN 13 RED LIGHT - MISC FEE	01-30-630-249	675.00
LEASING LLC L SOVEREIGN (1862)	07/23 CK# 82421	\$4.00
2841300023491 RED LIGHT FINES 01-310-503	01-310-503	4.00
LEASING LLC LESSOR CI PRAIRIE TRASIT (1862)	07/23 CK# 82422	\$100.00
2841300007866 RED LIGHT FINES 01-310-503	01-310-503	100.00
LEXIS (21)	07/23 CK# 82423	\$195.65
1009686JUN13 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	195.65

## VILLAGE OF WILLOWBROOK

RUN DATE: 07/17/13

BILLS PAID REPORT FOR JULY, 2013

PAGE: 4

RUN TIME: 04:20PM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
LION HEART (1154)	07/23 CK# 82424	\$877.50
204679 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	877.50
LOGSDON OFFICE SUPPLY (2452)	07/23 CK# 82425	\$311.76
447551I OFFICE SUPPLIES 01-05-410-301	01-05-410-301	119.99
447551I OFFICE SUPPLIES 01-420-301	01-10-455-301	87.40
448457I OFFICE SUPPLIES 01-05-410-301	01-05-410-301	104.37
MARIO'S TREE SERVICE (2411)	07/23 CK# 82427	\$10,280.00
7/13/13 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,000.00
7/13/13-3 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	5,920.00
713/13-2 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	3,360.00
MARQUARDT & BELMONTE P.C. (2259)	07/23 CK# 82428	\$420.00
5886/JUN 13 RED LIGHT ADJUDICATOR 01-30-630-246	01-30-630-246	420.00
MARY ESKANDER (1466)	07/23 CK# 82429	\$200.00
#27 2013 PARK PERMIT FEES 01-310-814	01-310-814	200.00
DAVE MATTHEWS (1214)	07/23 CK# 82430	\$128.00
JUNE 13 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	128.00
MENARDS (1245)	07/23 CK# 82431	\$311.04
20543 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	311.04
METROPOLITAN MAYORS CAUCUS (1252)	07/23 CK# 82432	\$298.90
2013-466 FEES DUES SUBSCRIPTIONS 01-05-410-307	01-05-410-307	298.90
OCCUPATIONAL HEALTH CENTERS (2413)	07/23 CK# 82434	\$48.00
1007553640 WELLNESS 01-440-276	01-10-480-276	48.00
ORKIN EXTERMINATING (1439)	07/23 CK# 82435	\$82.24
D21604360/JUL13 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	82.24
PATRICIA CROSSIN (1862)	07/23 CK# 82436	\$200.00
2841300002461 RED LIGHT FINES 01-310-503	01-310-503	200.00
PETTY CASH C/O TIM HALIK (1492)	07/23 CK# 82438	\$107.11
7/17/13 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	82.12
7/17/13 OPERATING EQUIPMENT 01-451-401	01-30-630-401	24.99
PHYSIO-CONTROL INC (1500)	07/23 CK# 82439	\$1,552.86
414007916 FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	1,552.86
THE PILATES BODY INC (2297)	07/23 CK# 82440	\$1,224.00
19549 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	1,224.00
PRO-TEK LOCK AND SAFE (1547)	07/23 CK# 82441	\$15.75
80839 OPERATING EQUIPMENT 01-451-401	01-30-630-401	15.75
PROTEAN COMPANY (2555)	07/23 CK# 82442	\$4,000.00
7806 ELEANOR COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	4,000.00
PUBLIC SAFETY DIRECT INC (2309)	07/23 CK# 82443	\$127.76
24359 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	127.76
RAGS ELECTRIC, INC (1585)	07/23 CK# 82444	\$1,957.65
15047 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	1,094.03
15050 MAINTENANCE - STREET LIGHTS 01-530-223	01-35-745-223	367.31
8897 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	496.31
RATHS, RATHS & JOHNSON, INC. (1591)	07/23 CK# 82445	\$2,163.00
13047-306 REIMB.	01-40-820-255	2,163.00
RAY O'HERRON CO., INC. (1594)	07/23 CK# 82446	\$104.95
1321365 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	104.95

## VILLAGE OF WILLOWBROOK

RUN DATE: 07/17/13

BILLS PAID REPORT FOR JULY, 2013

PAGE: 5

RUN TIME: 04:20PM

GENERAL CORPORATE FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
RESPONSE OPTIONS, LLC (2556)	07/23 CK# 82447	\$790.00
2186 SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	790.00
RICK ROCK (2544)	07/23 CK# 82448	\$32.00
JUNE 2013 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	32.00
RUTLEDGE PRINTING CO. (1648)	07/23 CK# 82449	\$101.99
118078 PRINTING & PUBLISHING 01-451-302	01-30-630-302	63.49
118168 PRINTING & PUBLISHING 01-451-302	01-30-630-302	38.50
SAFELITE AUTO GLASS (2529)	07/23 CK# 82450	\$150.00
859710 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	150.00
LAURIE SCHMITZ (1680)	07/23 CK# 82451	\$200.67
2013 UNFRMS UNIFORMS 01-451-345	01-30-630-345	200.67
SCOTT CONTRACTING INC (1682)	07/23 CK# 82452	\$935.00
2183 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	935.00
SERVICE SANITATION INC (1697)	07/23 CK# 82453	\$136.00
6775763 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	136.00
SIGNS NOW (1717)	07/23 CK# 82454	\$95.40
SN195-44607 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	47.70
SN195-44607 OFFICE SUPPLIES 01-15-510-301	01-15-510-301	15.90
SN195-44607 OFFICE SUPPLIES 01-601-301	01-20-550-301	31.80
MARC SILHAN (2141)	07/23 CK# 82455	\$128.00
JUNE 2013 SUMMER PROGRAM MATERIALS & SERVICES	01-20-575-119	128.00
SILVERGLADE CONSTRUCTIONS (2557)	07/23 CK# 82456	\$750.00
321 60TH CT COMM. DEV. BOND & DEPOSITS PAYABLE 01-210-109	01-210-109	750.00
LAW OFFICES STORINO RAMELLO & DURKIN (2545)	07/23 CK# 82457	\$5,584.75
JUNE 2013 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	5,584.75
SUBURBAN LIFE PUBLICATIONS (1805)	07/23 CK# 82458	\$823.71
817503 PRINTING & PUBLISHING 01-15-510-302	01-15-510-302	171.04
820111 PERSONAL RECRUITMENT 01-420-131	01-10-455-131	542.35
822766 PRINTING & PUBLISHING 01-501-302	01-35-710-302	110.32
SUNSET SEWER & WATER (2276)	07/23 CK# 82459	\$4,385.51
2013-180 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	344.50
2013-181 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	2,835.25
2013-189 STORM WATER IMPROVEMENTS MAT 01-535-381	01-35-750-381	1,205.76
SVEHLA ARTHUR (1817)	07/23 CK# 82460	\$134.97
2013 UNFRMS UNIFORMS 01-451-345	01-30-630-345	134.97
T.P.I. (1886)	07/23 CK# 82461	\$6,965.68
6585/JUN 13 REIMB.	01-40-820-258	3,179.68
6585/JUN 13 PART TIME INSPECTOR 01-565-109	01-40-830-109	3,381.00
6585/JUN 13 REIMB.	01-40-830-115	405.00
TAMELING GRADING (1836)	07/23 CK# 82462	\$445.00
TG5/JUN 13 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	250.00
TG5/JUN 13 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	195.00
TAMELING INDUSTRIES (1844)	07/23 CK# 82463	\$392.73
87492 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	237.94
87729 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	136.00
87915 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	18.79

VILLAGE OF WILLOWBROOK

RUN DATE: 07/17/13

BILLS PAID REPORT FOR JULY, 2013

PAGE: 6

RUN TIME: 04:20PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
THOMPSON ELEV. INSPECT. SERVICE (1873)	07/23 CK# 82464	\$129.00
13-2112 ELEVATOR INSPECTION 01-565-117	01-40-830-117	129.00
TOM & JERRY'S SHELL SERVICES (1883)	07/23 CK# 82465	\$2,047.45
48116 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	257.97
48119 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	744.01
48128 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	378.71
48141 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	86.89
48162 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	104.72
48165 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	194.67
48171 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
48175 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
48208 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	183.73
48232 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
TRAFFIC CONTROL & PROTECTIONS (2337)	07/23 CK# 82466	\$1,680.50
77351 ROAD SIGNS 01-540-333	01-35-755-333	452.50
77493 MAINTENANCE SUPPLIES 01-615-331	01-20-570-331	1,228.00
TREE TOWNS (1894)	07/23 CK# 82467	\$264.98
170740 PRINTING & PUBLISHING 01-551-302	01-40-810-302	31.00
192543 PRINTING & PUBLISH 01-420-302	01-10-455-302	162.50
192544 PRINTING & PUBLISHING 01-551-302	01-40-810-302	71.48
TRUGREEN (2542)	07/23 CK# 82468	\$4,438.00
7989482 ROUTE 83 BEAUTIFICATION 01-540-281	01-35-755-281	1,875.00
8055422 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	2,563.00
U-HAUL TITLING 2 LLC (1862)	07/23 CK# 82469	\$100.00
2841200031040 RED LIGHT FINES 01-310-503	01-310-503	100.00
UNIFIRST (1926)	07/23 CK# 82470	\$233.36
0610782119 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	179.50
0610782190 MAINTENANCE - PW BUILDING	01-35-725-418	53.86
US MESSENGER & LOGISTICS INC (2558)	07/23 CK# 82471	\$40.84
17404-19970 POSTAGE & METER RENT 01-420-311	01-10-455-311	40.84
VERIZON WIRELESS (1972)	07/23 CK# 82472	\$845.18
9707505928JUL13 PHONE - TELEPHONES 01-05-410-201	01-05-410-201	59.89
9707505928JUL13 PHONE - TELEPHONES 01-420-201	01-10-455-201	23.29
9707505928JUL13 PHONE - TELEPHONES 01-451-201	01-30-630-201	317.62
9707505928JUL13 OPERATING EQUIPMENT 01-451-401	01-30-630-401	209.97
9707505928JUL13 TELEPHONES 01-501-201	01-35-710-201	136.31
9707505928JUL13 TELEPHONES 01-551-201	01-40-810-201	98.10
VERN GOERS GREENHOUSE INC (1969)	07/23 CK# 82473	\$17.10
47254 PARK LANDSCAPE SUPPLIES 01-610-341	01-20-565-341	17.10
WAREHOUSE DIRECT (2002)	07/23 CK# 82474	\$364.17
1991487-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	8.55
1991487-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	35.44
1992577-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	37.97
1997734-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	180.30
1997739-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	22.14
1999460-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	41.37
19999460-1 OFFICE SUPPLIES 01-451-301	01-30-630-301	9.66
2001138-0 OPERATING EQUIPMENT 01-451-401	01-30-630-401	28.74

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR JULY, 2013

RUN DATE: 07/17/13

PAGE: 7

RUN TIME: 04:20PM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WESTFIELD FORD (2028) 354556 MAINTENANCE - VEHICLES 01-520-409	07/23 CK# 82475 01-35-735-409	\$342.87 342.87
WESTMORE SUPPLY CO (2427) JUNE 2013 STREET & ROW MAINTENANCE 01-535-328	07/23 CK# 82476 01-35-750-328	\$1,037.50 1,037.50
WESTOWN AUTO SUPPLY COMPANY (2026) 51580 MAINTENANCE - VEHICLES 01-520-409	07/23 CK# 82477 01-35-735-409	\$2.10 2.10
WILLOWBROOK FORD INC. (2056) 8015958/1 MAINTENANCE - VEHICLES 01-451-409	07/23 CK# 82478 01-30-630-409	\$225.00 225.00
WLBK BURR RIDGE CHAMBER OF COM (2053) TRUSTEES LNCHNS SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	07/23 CK# 82479 01-05-410-304	\$240.00 240.00
WOLF & COMPANY LLP (2340) 109141 AUDIT SERVICES 01-25-620-251	07/23 CK# 82480 01-25-620-251	\$3,500.00 3,500.00
ZESHAR QURESHI (1506) DEPOSIT REFUND SUMMER RECREATION FEES 01-310-815	07/23 CK# 82481 01-310-815	\$50.00 50.00
TOTAL GENERAL CORPORATE FUND		\$164,029.81

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JULY, 2013

RUN DATE: 07/17/13

RUN TIME: 04:20PM

WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COMMONWEALTH EDISON (370) 5071072051JL13 ENERGY - ELECTRIC PUMP 02-420-206	07/23 CK# 82385 02-50-420-206	\$193.05 193.05
DUPAGE WATER COMMISSION (521) 10093/JUN 13 PURCHASE OF WATER 02-420-575	07/23 CK# 82393 02-50-420-575	\$111,449.65 111,449.65
EAST JORDAN IRON WORKS, INC. (540) 3620392 WATER DISTRIBUTION REPAIR-MAINTENAN	07/23 CK# 82394 02-50-430-277	\$1,314.65 1,314.65
ELIA PAVING CO. (549) 7/8/13-2 WATER DISTRIBUTION REPAIR-MAINTENAN	07/23 CK# 82395 02-50-430-277	\$875.00 875.00
ENVIRO TEST INC (555) 13-129665/JUN13 SAMPLING ANALYSIS 02-420-362	07/23 CK# 82396 02-50-420-362	\$87.50 87.50
INTERGOVERNMENTAL PERSONNEL (934) JULY 2013 EMPLOYEE BENEFITS - MEDICAL	07/23 CK# 82406 02-50-401-141	\$1,303.88 1,303.88
M.E. SIMPSON COMPANY INC (1235) 24110 LEAK SURVEYS 02-430-276	07/23 CK# 82426 02-50-430-276	\$375.00 375.00
PDC LABORATORIES INC (1477) 261769 SAMPLING ANALYSIS 02-420-362	07/23 CK# 82437 02-50-420-362	\$300.00 300.00
SUNSET SEWER & WATER (2276) 2013-190 WATER DISTRIBUTION REPAIR-MAINTENAN	07/23 CK# 82459 02-50-430-277	\$597.88 597.88
TAMELING GRADING (1836) TG5/JUN 13 WATER DISTRIBUTION REPAIR-MAINTENAN	07/23 CK# 82462 02-50-430-277	\$3,042.00 3,042.00
VERIZON WIRELESS (1972) 9707505928JUL13 PHONE - TELEPHONES 02-401-201	07/23 CK# 82472 02-50-401-201	\$136.31 136.31
TOTAL WATER FUND		\$119,674.92

VILLAGE OF WILLOWBROOK

RUN DATE: 07/17/13

BILLS PAID REPORT FOR JULY, 2013

PAGE: 9

RUN TIME: 04:20PM

HOTEL/MOTEL TAX FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
DUPAGE CONVENTION (494)	07/23 CK# 82389	\$2,000.00
JUN 2013 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
MAY 2013 FEES-DUES-SUBSCRIPTIONS 03-401-307	03-53-401-307	1,000.00
TOTAL HOTEL/MOTEL TAX FUND		\$2,000.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JULY, 2013

PAGE: 10

RUN DATE: 07/17/13

LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
MUNDIE & COMPANY INC (2554)	07/23 CK# 82433	\$3,750.00
4772 LAND ACQUISITION	14-75-910-409	3,750.00
TOTAL LAND ACQUISITION, FACILITY EXPANSION & RENOVATION FUN		\$3,750.00

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR JULY, 2013

RUN DATE: 07/17/13

SUMMARY ALL FUNDS

RUN TIME: 04:20PM

BANK ACCOUNT	DESCRIPTION	AMOUNT	
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	164,029.81	*
02-110-105	WATER FUND-CHECKING 0010330283	119,674.92	*
03-110-105	HOTEL/MOTEL TAX FUND-CHECKING 0010330283	2,000.00	*
14-110-105	LAND ACQUISITION, FACILITY EXPANSION & RENOVATION-CHEC	3,750.00	*
	TOTAL ALL FUNDS	289,454.73	**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE AMENDING TITLE 3, CHAPTER 12, SECTION 3-12-5 (A)  
OF THE VILLAGE CODE – CLASSIFICATIONS: CLASS A LICENSE

**AGENDA NO.**

**5e**

**AGENDA DATE:** 7/22/13

**STAFF REVIEW:** Tim Halik,  
Village Administrator

**SIGNATURE:** \_\_\_\_\_

*Tim Halik*

**LEGAL REVIEW:** Thomas Bastian,  
Village Attorney

**SIGNATURE:** \_\_\_\_\_

*Tom Bastian*

**RECOMMENDED BY:** Tim Halik,  
Village Administrator

**SIGNATURE:** \_\_\_\_\_

*Tim Halik*

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

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

The previous Willowbrook K-Mart store held a Class A Liquor License which enabled the sale of packaged liquors with no consumption on site. The Willowbrook K-Mart store permanently closed as of May 31, 2013.

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

Since it is not the Village's practice to hold an available liquor license, the attached ordinance amendment will serve to reduce the number of available Class A liquor licenses from three (3) to two (2). Should another eligible business request such a license, and the Liquor Control Commissioner agrees to issue such a license to the location, a new license would be created.

**ACTION PROPOSED:**

Pass the Ordinance.

ORDINANCE NO. 13-O-\_\_\_\_\_

AN ORDINANCE AMENDING TITLE 3, SECTION 3-12-5(A) OF THE  
VILLAGE CODE – CLASSIFICATIONS: CLASS A LICENSE

---

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village Code of the Village of Willowbrook be amended as follows:

SECTION ONE: That Title 3, Section 3-12-5(A) of the Village Code of the Village of Willowbrook, entitled "Class A License", is hereby amended by deleting the last sentence contained therein in its entirety and in lieu thereof, the following language shall be substituted:

..."There shall be no more than two (2) class A licenses issued at any one time."

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions with this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION THREE: That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED and APPROVED this 22<sup>nd</sup> day of July, 2013.

APPROVED:

---

Mayor

ATTEST:

\_\_\_\_\_

Village Clerk

ROLL CALL VOTE:    AYES: \_\_\_\_\_

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

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

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

# BOARD MEETING

## AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR AN ENTERPRISE RESOURCE PLANNING ASSESSMENT – SIKICH, LLP

**AGENDA NO.****5f****AGENDA DATE:** 07/22/13**STAFF REVIEW:** Garrett Hummel, Management Analyst**SIGNATURE:****LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:****RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:****REVIEWED & APPROVED BY COMMITTEE:** YES  Finance & Admin 07/08/2013 N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Fiscal Year 2013/14 Budget includes \$9,200 earmarked to perform an analysis of the Village's current enterprise resource planning (ERP) needs. Enterprise resource planning refers to systems that integrate internal and external management of information across an entire organization. The software system that we currently use for this purpose is called Decision Systems, developed and supported by Mr. Laverne Ohlwine. It has been in place in Willowbrook for nearly thirty (30) years. Although our current system works well in linking accounting and financial reporting with park registrations, parking tickets, business licenses, front counter receipts, payroll, liquor licenses, accounts payable and receivable, and water readings & billing, the system is proprietary and many changes to include new reporting schedules require that new programs be written, which we pay Mr. Ohlwine for as needed at an hourly rate. The time has come for us to perform an analysis of our current and future ERP needs to determine whether an expanded or alternate system should be considered to suit our long-term needs.

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

Business processes and systems assessment are among the services offered by Sikich LLP. Therefore, for budgetary purposes, earlier this year staff has asked Sikich LLP to provide a proposal to perform such an assessment which would include identification of the current processes we have in place today, consideration of additional areas to integrate, and to make recommendations for integrated long-term solutions that could serve to increase work efficiencies in the future. The cost for this project is \$9,200, which is the amount that was included in the FY 2013/14 budget. Sikich staff would begin by interviewing key employees to determine processes and needs. Sikich will then consider various government ERP providers in order to attempt to align our needs with an available software product, including the consideration of costs. Various software demonstrations will then be conducted in order to enable a final recommendation to be made. The last phase of the project would be to develop costs and a timeframe for implementation for future budgetary consideration (perhaps a FY 2014/15 Budget consideration). Potential software products to be considered would include all Microsoft direct products, non-Microsoft products using Microsoft operating systems, and other proprietary products (government verticals). These three (3) groups include all ERP product lines available. In other words, the recommendation would not be limited or focused on one particular line of products (e.g., Microsoft). The intent would be to identify a product that best suits our particular needs in Willowbrook, if it is determined that an upgrade is needed.

**ACTION PROPOSED:** Adopt the Resolution

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR AN ENTERPRISE RESOURCE PLANNING ASSESSMENT – SIKICH, LLP

---

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized to accept a proposal from Sikich, LLP, attached hereto as Exhibit "A" and made a part hereof, for an enterprise resource planning (ERP) assessment.

ADOPTED and APPROVED this 22<sup>nd</sup> day of July, 2013.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE:

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

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

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

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



## BUSINESS PROCESSES AND SYSTEMS ASSESSMENT

---

Presented to:



Timothy J. Halik, Village Administrator  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527-5594

Presented by:  
Mike Suglich, Partner  
Sikich LLP

January 10, 2013

## TABLE OF CONTENTS

EXECUTIVE SUMMARY AND PROJECT GOAL .....	3
KEY PHASES .....	3
TIMING OF THE ASSESSMENT .....	4
ACCEPTANCE TO THE TERMS OF THIS PROPOSAL .....	5

## EXECUTIVE SUMMARY AND PROJECT GOAL

Sikich is pleased to perform a business process and systems assessment in order to identify the current processes and systems in place today at Village of Willowbrook.

After the assessment has been completed, Sikich will provide a written document, including recommendations for an integrated long-term solution to replace the current processes and legacy systems (Decision Systems, developed and supported by Laverne Ohlwine). Our goal is to make a recommendation that will meet both the current and long-term business requirements of Village of Willowbrook.

## KEY PHASES

The proposed project will include the following key phases:

### Phase 1: Define Goals, Objectives & the Envisioned Solution

- Sikich will define the goals, objectives and envisioned solution with the key business users at Village of Willowbrook.

### Phase 2: Requirements Definition

- Review, identify and document the current business processes and systems requirements at Village of Willowbrook.
- Review and discuss Village of Willowbrook's other business processes and systems that will require integration(s) into the new ERP system.
- Sikich shall offer experienced staff that will work closely with Village of Willowbrook's key business users and key subject matter experts to define and document requirements.
- The systems and processes to be assessed will include the following key areas discussed and identified from our meeting on November 19, 2012:

#### Current systems and processes:

- Accounting and Financial Reporting
- Window/front counter receipts
- Payroll
- Accounts Payable
- Accounts Receivable
- Park and Recreation Registrations
- Parking Tickets
- Business Licenses
- Liquor Licenses
- Water Billing
- Water Readings

#### Other systems and processes:

- Public Works – Work Orders
- Code Enforcement Requests
- Building Department – Permit Program
- Certificates of Insurance
- FOIA
- Master Address List
- RPZ Backflow Management
- Bank Reconciliations

**Note:** The other system that will not be included in the scope of this assessment is the Capers Police Reporting system (by Intelligent Solutions).

**Phase 3: Solutions Assessment**

- Sikich to research and identify top business applications that align with Village of Willowbrook's specified business needs and requirements.
- Sikich to coordinate and setup high level software presentations to demonstrate the software and alignment with Village of Willowbrook's defined business requirements.

**Phase 4: Recommendation**

- Sikich to develop and present a written recommendation(s) for a new business application to the key business users at Village of Willowbrook.
- Sikich will include a high-level implementation work-plan/chronology for migrating the current Village of Willowbrook's systems and key business processes to the new platform.

## TIMING OF THE ASSESSMENT

Phases 1 and 2 of the assessment will require a series of interviews with various staff over a two day period and require 1-2 weeks to complete. We estimate Phase 3 will require 30 days to complete and Phase 4 will require 15 days to complete. We estimate the total assessment project will require 60 days to complete from beginning to end.

## ACCEPTANCE TO THE TERMS OF THIS PROPOSAL

We accept the proposal described herein. We agree that all services provided are to be considered subject to the same terms and conditions agreed upon in the Sikich Professional Services Agreement.

This proposal is valid for 60 days.

We agree to pay Sikich to perform the business process and systems assessment per the following payment terms.

### Summary of Fees and Payment Terms:

	<u>Hours</u>	<u>Fees</u>
Phases 1 and 2	30 hours	\$6,000.00
Phase 3	8 hours	\$1,600.00
Phase 4	8 hours	\$1,600.00

- The total project fee is not to exceed \$9,200.00
- Invoices will be rendered on a monthly basis as services are provided.
- In accordance with Illinois Compiled Statutes, payments for all services are due within sixty (60) days of receipt of an invoice. Village of Willowbrook will have 60 days from receipt to protest or pay an invoice.
- Invoices not paid within sixty days are assessed a finance charge of one (1) percent per month (12% annually).

Accepted by an authorized representative of Village of Willowbrook.

This proposal is made in Naperville, DuPage County, Illinois on the date that it is accepted by Sikich LLP set forth below.

**Sikich LLP**

**Village of Willowbrook**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION ACCEPTING A PROPOSAL TO PURCHASE A SCADA WATER PUMP SOFTWARE UPGRADE ALONG WITH ASSOCIATED ANNUAL SUPPORT – METROPOLITAN PUMP COMPANY

**AGENDA NO.****5g****AGENDA DATE:** 07/22/13**STAFF REVIEW:** Garrett Hummel, Management Analyst**SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY VILLAGE ADMIN.:****SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

In May 2012, the Village Board approved a 3-year lease for 26 computer workstations. With the purchase of the new computers, the Village began running the Windows 7 operating system as opposed to Windows XP. Unfortunately, the Village's water pump software was not compatible with the new operating system and would require an upgrade. Because the software upgrade was not budgeted in the FY 2012-13 budget, the decision was made to continue running the SCADA system on the Windows XP operating system until the next budget year. At the 2013 Budget Workshop, the Village Board approved funding for the upgraded SCADA system software.

The Village contacted Metropolitan Pump Company for a quote on the SCADA system upgrade. The Village has used Metropolitan Pump Company for its water pump software since 1998. Metropolitan Pump Company provided the Village a quote in the amount of \$12,390. This quote is just over the budgeted amount of \$12,000. The SCADA System handles the Village's entire water system including opening and shutting of valves, adding chlorine, turning the pumps on and off as well as providing problem alerts and compiling historical data.

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

The following is a breakdown of the quote received from Metropolitan Pump Company:

SCADA Software Upgrade Package: \$9,612.00  
Annual Support for SCADA Software: \$2,778.00  
Total Cost: \$12,390

This item was reviewed and approved at the 7/08/13 Finance & Administration Committee meeting.

**ACTION PROPOSED:** Adopt the Resolution

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION ACCEPTING A PROPOSAL TO PURCHASE A SCADA  
WATER PUMP SOFTWARE UPGRADE ALONG WITH ASSOCIATED  
ANNUAL SUPPORT – METROPOLITAN PUMP COMPANY

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor is hereby authorized to accept a proposal received from Metropolitan Pump Company, attached hereto as Exhibit "A" and made a part hereof, to purchase a software upgrade for the SCADA Water Pump System along with 1-year technology support.

ADOPTED and APPROVED this 22<sup>nd</sup> day of July, 2013

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

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

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

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

# METROPOLITAN



## PUMP COMPANY

A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEVILLE, IL 60446-1343

(815) 886-9200 • FAX (815) 886-4573

www.metropolitanind.com

Exhibit "A"

## QUOTATION

Page 1 of 1

TO: Mr. Garrett Hummel  
Village of Willowbrook  
Email: [ghummel@willowbrook.il.us](mailto:ghummel@willowbrook.il.us)

PROJECT: Scada Software Update  
Willowbrook, Illinois  
BIDS DUE: ASAP  
ENGINEER: N/A

We are pleased to provide a QUOTE on the following equipment for the subject project.

### SCADA Software Upgrade

VTS SCADA Software Upgrade Package S/N 3647

(1) VTS Web Run Time - Renewal @ 30%

(1) VTS 1K - Run Time - Renewal @ 15%

(1) VTS 1K - Alarm Dialer / WAP - New - Includes Three Months of SupportPlus- S/N 3647

(1) Ivona premium voice - "Amy" - Upgrade - No Charge

(1) VTS 1K - Full Development - Full Development Upgrade

(1) SupportPlus Full Development Upgrade - Additional Nine Months

(1) Programming time for programmer to install upgrade

Total Amount For the Above Software Upgrade and Programming is: \$9,612.00  
Taxes Not Included

Adder for Internet Client- Initial - New - Includes Three Months of SupportPlus and one additional Nine Months is: \$2,778.00  
Taxes Not Included

### Notes:

- Hardware is not included in this quotation
- At the time of this proposal, no records were available of the the license number of the software that was issued to Willowbrook for the Trihedral, VTS SCADA Software.
- The time period for the installation of this original software appears to have been around 1998.
- The quoted software packages assumes that the Willowbrook software license is for a run-time package license # 3647.
- Will work with Window 7.

**TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.**

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: _____	Quotation No: <u>612N7041KT</u>
Firm: _____	Submitted: <u>5/23/2013</u>
By: _____	Void after: <u>30 days</u>
Title: _____	Prepared By: <u>Ken Turnquist</u>

**STANDARD CONDITIONS OF SALE**  
(Domestic Shipments)

**1. TERMS**

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL; and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

**2. SALES AND SIMILAR TAXES**

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

**3. DELIVERIES**

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

**4. ESTIMATED SHIPPING WEIGHTS**

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

**5. GUARANTEES**

**RATED OUTPUT**

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

**REPLACEMENT OF DEFECTIVE MATERIAL**

Any parts which show faulty workmanship or material will be repaired or replaced without charge. F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

**NON-LIABILITY FOR LOSS OR DAMAGE**

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

**CONTINGENT LIABILITY**

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

**6. CHANGES**

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

**7. TERMINATION**

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

**8. DEFERRED DELIVERIES**

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

**9. PATENTS**

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

**10. PAYMENTS**

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

**11. FEDERAL AND STATE LAWS**

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

**12. GENERAL**

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.

## VTS Software License Agreement (Standard Conditions)

Any use of or reliance upon this computer software by the Customer or any other party is strictly subject to the following Customer License Agreement which contains terms which limit the liability of the Manufacturer.

This computer software is available to the customer and other parties solely by virtue of this Customer License agreement and is not sold. Ownership of the software remains with the Manufacturer at all times.

1. In consideration of the development and availability for use of the VTS Software (the Software), including any updates or amendments of the Software, the Customer and any third party using, or relying upon the operation of the Software pursuant to this Agreement, agree to the following terms and conditions.
2. The Software is licensed by Trihedral Engineering Limited (Trihedral) to the Customer named in the associated sales order, for possession and use solely in accordance with this VTS Software License Agreement (Standard Conditions) (this Agreement). The Software is not sold by Trihedral to the Customer. This Agreement contains terms which limit the liability of Trihedral. In any event, installation of the Software upon a computer hardware system by the Customer will constitute irrevocable acceptance of the provisions of this Agreement.
3. Upon acceptance of this Agreement by the Customer, Trihedral grants to the Customer a perpetual, non-exclusive, worldwide license to use the Software in accordance with the provisions of this Agreement and the associated sales order.
4. **THE SOFTWARE IS LICENSED TO THE CUSTOMER EXPRESSLY WITHOUT WARRANTY OR CONDITION AS TO ANY STANDARD OF PERFORMANCE AND WITHOUT WARRANTY OR CONDITION AS TO FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRIHEDRAL HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY ARISING FROM THE FAILURE OF THE SOFTWARE TO MEET ANY STANDARD OF PERFORMANCE OR TO BE FIT FOR ANY PARTICULAR PURPOSE.**
5. The Customer, agrees that the possession and use of the Software is restricted to the extent that such possession or use is in accordance with the specifications of the associated sales order issued by Trihedral as to scope of use, maximum number of concurrently installed or operating copies of the Software, maximum number of communicating channels or remote telemetry devices, features of the Software authorized for activation by the Customer and any other limitations concerning the Software.
6. The Customer and all other persons using or relying upon this Software pursuant to this Agreement agree that the Customer and such other person will not copy, decompile, list or render otherwise than in machine readable form only the Software, provided that the Customer or such other person may make such copies as are reasonably necessary as backup copies for use only on installation on hardware systems expressly as authorized by the associated sales order. The Customer and such other party further agree not to permit or acquiesce in conduct on the part of third parties contrary to the provisions of this clause.
7. In the event that the Software, as delivered to the Customer by Trihedral should prove defective by reason of materials or the copying process within a period of one year from the effective date of this Agreement, Trihedral will replace upon return of physical medium upon which defective Software was delivered, and in all cases, the destruction of all electronically recorded copies of defective Software in the possession, or under the control of, the Customer. Replacement of the defective Software under such circumstances shall be the sole liability of Trihedral. In no event shall replacement be made if a defect in, or non-operability of, the Software is, in the opinion of Trihedral, the result of an attempt to copy, decompile or list in other than machine readable form the Software.
8. In no event shall Trihedral have any liability to the Customer or any third party for any claims, damages or causes of action other than the replacement of the master copy of the Software in

accordance with the terms of clause 3.

9. The Customer and all other persons using or relying upon the Software pursuant to this Agreement agree that the Customer and such other person will perform such checks and verifications of the operation of the Software as may be reasonably necessary to ensure its proper functioning and that the Customer will exercise due diligence in the operation of the Software and the review of the results of the use of the Software, including the provision of such back-up and fail-safe systems as may be required, to avoid loss, injury or damage.
10. Unless otherwise agreed to in writing by Trihedral, and then only to the extent thereby provided, the Customer will ensure that the Software and all copies of the Software, including backup copies of the Software and copies of the Software delivered to sublicensees, where permitted, are labelled on medium and transmittal communication by, and display on screen at startup and during use of the Software, the complete copyright notice of Trihedral and the trademarks of Trihedral as prescribed by Trihedral at the time of delivery of the Software to the Customer, and as may be reasonably revised by Trihedral thereafter.
11. The Customer will forthwith give notice in writing to Trihedral of any claim by a third party arising alleged infringement of intellectual property right with respect to the Software or the use of the Software, and will cooperate with Trihedral in the investigation and defence of such claim.
12. Trihedral will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action in which infringement by Trihedral of copyright or trade secret rights of a third party is established, provided that the Customer has performed completely its covenant in accordance with sections 10 and 11 of this Agreement.
13. Trihedral warrants that, to the best of information and belief, the Software does not infringe any patent right of a third party. Trihedral does not provide any other warranty with respect to patent rights in the Software, and Trihedral will have no liability to the Customer for any costs, expenses or damages incurred by the Customer arising from a claim by a third party for infringement of patent rights concerning the Software.
14. In the event that the Software is, or in the opinion of Trihedral is likely to become, subject to a claim or action with respect to an alleged infringement of intellectual property rights of a third party, Trihedral may, at its option:
  - (a) at the expense of Trihedral, procure the right for the Customer to continue use of the Software in accordance with this Agreement;
  - (b) at the expense of Trihedral, replace or modify the Software so that its use by the Customer in accordance with this Agreement will be non-infringing, provided that substantially the same function is performed by the replacement or modified Software; or,
  - (c) at the expense of Trihedral, contest such claim or action to such extent as Trihedral may in its absolute discretion consider reasonable and appropriate under the circumstances.
15. With respect to any license of Software by Trihedral hereunder which is exclusive to the Customer, the Customer shall have the right in its sole discretion to bring and prosecute and to answer and defend any claim, action or suit arising from or relating to such Software in the exclusive territory of the Customer, solely in the name of the Customer, upon provision of written notice to Trihedral. In the event that a final judgment is awarded to the Customer as a result of any claim, action or suit prosecuted by the Customer, the Customer shall retain the entire judgment and such participation by the Customer will be at the sole cost and risk of the Customer.

16. In no event shall the liability of Trihedral to the Customer or any other party extend to consequential damages.
17. To enable certain features of VTS, such as VTS Slippy Maps, the Customer may choose to download third party data, images and software which are subject to license conditions or agreements governing use by the Customer. Compliance with such licensing and use agreements is strictly the responsibility of the Customer.
18. This Agreement shall be effective from the time of first installation of the Software by the Customer upon any hardware system. This Agreement may be terminated by the Customer at any time by so notifying Trihedral in writing and destroying the Software and all copies of the Software in the possession of the Customer or under the control of the Customer, in every form whatsoever. The license of the Customer to use the Software and any copies thereof terminates forthwith and without notice if there is a failure to comply with any term or condition of this Agreement. Upon such termination, the Customer and all other persons using or relying upon the Software pursuant to this Agreement shall immediately destroy the Software and all copies thereof.
19. This Agreement and the Software may not be assigned, sub-licensed or otherwise transferred to another party without the consent in writing of Trihedral.
20. This Agreement shall be binding upon the Customer, any other party using or relying upon the Software, their heirs, administrators, successors and assigns and shall be construed with such changes of gender and number as the context may require.
21. This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Nova Scotia, and the Customer attorns to the exclusive jurisdiction of the Supreme Court of Nova Scotia with respect to the adjudication of any issue concerning this Agreement.
22. In the event that any provision of this Agreement is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this Agreement and the remaining provisions shall remain in full force and effect notwithstanding such unenforceability, illegality or invalidity.

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A MOTION AUTHORIZING CHIEF SHELTON TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE AND THE COOK COUNTY SHERIFF'S OFFICE REGARDING THE REGIONAL GANG INTELLIGENCE DATABASE (RGID) SYSTEM

AGENDA NO. \_\_\_\_\_ 5h

AGENDA DATE: 7/22/2013

**STAFF REVIEW:** Mark Shelton  
Chief of Police

**SIGNATURE:**



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

**SIGNATURE:**



**RECOMMENDED BY:** Tim Halik

Village Administrator

**SIGNATURE:**



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

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

The Memorandum of Understanding allows the Willowbrook Police Department to enter data on gang members that come in contact with or are arrested by the Willowbrook Police Department. It also allows the department to review or exchange information with other RGID database members who have entered data on individual gang members throughout Cook and DuPage Counties.

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

This is a valuable database and investigative tool for gang member information and intelligence.

#### ACTION PROPOSED:

APPROVE MOTION.



## **Regional Gang Intelligence Memorandum of Understanding**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

---

**AND  
COOK COUNTY SHERIFF'S OFFICE**

THIS MEMORANDUM is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the COOK COUNTY SHERIFF'S OFFICE (hereinafter "CCSO"), and \_\_\_\_\_ (hereinafter "End User Agency").

WHEREAS, CCSO and End User Agency desire to establish working understanding of the respective roles and mutual responsibilities assigned to and between the End User Agency and the CCSO relative to the operation of the RGID system.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**SECTION 1. PURPOSE.**

The purpose of this memorandum is to establish the criteria for participation in the RGID System

**SECTION 2. DURATION.**

The term of this memorandum shall be from the date of execution until written notice be provided by either party.

**SECTION 3. INTELLIGENCE DATABASE.**

The End User Agency that is authorized as a source will input into the RGID System. Documents from which information was entered into the database shall be retained in their original form and be available for use as evidence by each local participating agency for court purposes.

**SECTION 4. END USER RESPONSIBILITIES.**

The End User Agency accepts the minimum standards, as established by the Regional Gang Database Governance Board (RGIDGB) as binding when assessing RGID. End User Agencies shall maintain data in conformance with all applicable laws, rules, and regulations pertaining to the collection, storage, and dissemination of criminal intelligence information to comply with the U.S. Department of Justice Criminal Intelligence Systems Operating Policies, 28 CFR Part 23 (September 16, 1993), where applicable, and with the policies and procedures.

**Criminal Street Gang Member Submission Criteria**

Criminal Street Gang Defined: Any ongoing organization, association, or group of three or more persons whether formal or informal, having as one of its primary activities the commission of one or more of the criminal acts having a common name or common identifying sign or symbol, and whose members individually or collectively engage in or have engaged in a pattern of criminal gang activity.

**CRIMINAL GANG MEMBER Submission CRITERIA**

In addition to all previously defined submission criteria, in order for a subject to be classified as a criminal gang member, two out of the five of the following criteria must be met. A criminal gang member is someone who:

1. Has admitted membership in a criminal gang, and this was a credible self-admission to a law enforcement officer or agent.
2. Has been identified by an individual of proven reliability as a criminal gang member.



## **Regional Gang Intelligence Memorandum of Understanding**

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3. Has been arrested in the company of known criminal gang members for offenses which are consistent with criminal gang activity.
4. Possesses tattoos that a trained law enforcement officer or agent has reasonable suspicion to believe signify gang membership.
5. Resides in or frequents a particular criminal gang's area or affects their style of dress, use of hand signs, symbols, or maintains an ongoing relationship with known criminal gang members, and where the law enforcement officer documents reasonable suspicion that the individual is involved in criminal gang-related activity or enterprise.

### **SECTION 5. SECURITY.**

Use of the system is limited to law enforcement and non-sworn personnel who have been subject to security clearance by the parent law enforcement agency.

### **SECTION 6. DATA DISSEMINATION.**

Recipient of information must have a need to know and right to know in performance of a law enforcement function.

### **SECTION 7. REVIEW/PURGE.**

Information will be maintained in the RGID System for 5 years from the date of the last contact that meets compliance with submission criteria. Information not validated within that period will be purged from the system. A record which is deemed to have been entered in error either through challenge or by improper validation, shall immediately be brought to the attention of the RGID Administrator for purging.

### **SECTION 8. UNAUTHORIZED DISCLOSURE.**

Users of the RGID System are prohibited from unauthorized disclosure of any and all data, training materials, operation manuals, user guides and user manuals. Users who receive requests for information concerning the RGID System or data stored within the system, under the Public Records Act, must notify the RGIDGB to provide information regarding the nature and extent of the request.

### **SECTION 9. SANCTIONS.**

The Regional Gang Intelligence Database Governance Board is responsible for overseeing system discipline and conformity with rules, regulations and operating systems. Violations of any laws, rules, regulations, or operating procedures by RGID system users may result in any of the following sanctions:

- Letter of censure
- Suspension of service: This may be for varying lengths of time and/or may include suspension for specified database or system services.
- Removal of service/disconnection from system.

IN WITNESS WHEREOF, the parties hereto caused this Participation Agreement to be executed by the proper officers and officials:

Signature: \_\_\_\_\_  
 Printed Name: Tom Dart  
 Title: Cook County Sheriff  
 Department: Cook County Sheriff's Office

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Department: \_\_\_\_\_

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A MOTION TO APPROVE APPLICATION FOR A LICENSE TO HOLD A RAFFLE – RECYCLED ROTTS, INC.

**AGENDA NO.**

5i

**AGENDA DATE:** 07/22/13

**STAFF REVIEW:** Cindy Stuchl

**SIGNATURE:**

*Cindy Stuchl*

**LEGAL REVIEW:** N/A

**SIGNATURE:**

N/A

**RECOMMENDED BY VILLAGE ADMIN.:**

**SIGNATURE:**

*T. Habel*

**REVIEWED & APPROVED BY COMMITTEE:** YES  N/A

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

The Recycled Rotts, Inc. is a rescue organization for Rottweiler dogs. They have submitted an application to hold a raffle. This raffle will be held on August 17, 2013 at Willowbrook Lanes, 735 Plainfield Road, Willowbrook, Illinois.

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

This is the first application for this organization.

**ACTION PROPOSED:** Approve Application to hold a Raffle.



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

## LICENSE TO HOLD A RAFFLE

### Mayor

Frank A. Trilla

### Village Clerk

Leroy R. Hansen

### Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

### Village Administrator

Tim Halik

### Chief of Police

Mark Shelton

1. The name of the Licensee:  
Recycled Rotts, Inc.
2. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.  
Estimated \$300.00 - 60/40 Raffle
3. The maximum retail value of each prize awarded by the licensee in a single raffle.  
\$300.00
4. The maximum price which may be charged for each raffle chance issued or sold.  
\$10.00 for each raffle ticket
5. The maximum number of days during which chances may be issued or sold.  
July 23 - August 17, 2013
6. The date on which the drawing is to be held.  
Saturday, August 17, 2013
7. The place at which the drawing is to be held.  
Willowbrook Lanes, 735 Plainfield Road

APPROVED BY THE MAYOR AND BOARD OF TRUSTEES AT THEIR REGULAR MEETING HELD ON THE 22<sup>nd</sup> DAY OF July, 2013.

Leroy R. Hansen  
Village Clerk



Proud Member of the  
Illinois Route 66 Scenic Byway



# RECYCLED ROTTS, Inc.

- [ABOUT US](#)
- [MISSION](#)
- [READY FOR A ROTT](#)
- [PLACEMENT](#)
- [AVAILABLE ROTTS](#)
- [SURRENDERS](#)
- [EVENTS](#)
- [CONTACT US](#)

- [Home](#)
- [Donations & Memorials](#)
- [Album Gallery](#)
- [Memorials](#)
- [Vets](#)
- [Links](#)
- [Foster](#)
- [Placement Applications](#)
- [Surrender Form](#)

## Mission

**Recycled Rotts** is a not-for-profit organization that dedicates itself to the placement (into responsible homes) and education of the breed known as Rottweiler. Our Rottweilers come from humane societies, animal controls and owner give-ups from Illinois, Indiana and Wisconsin.

Once a Rottweiler is accepted into our organization, they are immediately taken to a veterinarian to be spayed or neutered, administered shots and given a physical examination. They are then brought into foster homes where the temperament can be further evaluated and the Rott's acclimation can be monitored. If a Rottweiler is aggressive in any way, the animal is humanely euthanized, as **Recycled Rotts** could never in good conscience, place another aggressive animal into this world.

Every attempt is made to place the **Recycled Rott** into a situation most suited for it. The animals are tested with children and other household pets. If they get along with one, the other or neither, we place the animal accordingly. The majority of our Rotts are placed in homes with children.

We carefully screen our applicants and are proud of our successful placement rate. We maintain contact with our adopters and encourage them to contact us in case of problems or concerns.

If for any reason the Rott is not working out in it's new home and environment, **Recycled Rotts** will always accept the animal back. The animal will then be reevaluated before placed again into another home.

Search

### UPCOMING EVENTS

July 20, 2013  
[1st Annual Ride for Rotties](#) at 10:30 am





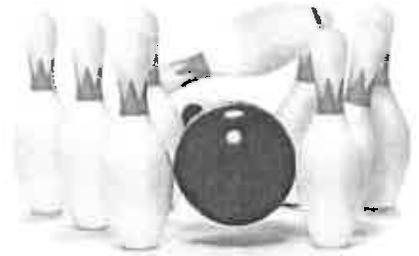
# RECYCLED ROTTS, INC. ANNUAL FUNDRAISER

## CANDLELIGHT BOWLING

Saturday August 17, 2013

Check In @ 5:30 pm

Bowling @ 6:30 pm



### \$30 / person includes:

3 hours of bowling, shoes, food, \$5 in raffle tickets

### \$20 / person includes:

Food and \$5.00 in raffle tickets.

### Willowbrook Lanes Bowling Alley

(NEW VENUE)

735 Plainfield Rd.

Willowbrook, IL 60527

(630)325-1746

### NO DOGS ALLOWED

If you would like your RR included in the slide show, send images to recycledrotts@gmail.com.

Include: Current Name, Recycled Rotts Original Name, and Year they were Adopted.



RSVP by Friday August 2nd via

Recycled Rotts Inc

PO Box 1082, Oswego, IL 60543

rottresq@earthlink.net • (630) 551-0729

### How to Pay:

**Cash or Check Only the Day of the Event**

Send checks to the address above -or-

Credit/Debit Card via PayPal on our Donations

Page at [www.recycledrotts.org](http://www.recycledrotts.org)

**Be sure to include ALL of the information to the right, if using PayPal add the information in "Note to Seller" section.**

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

# Bowling: \_\_\_\_\_ x \$30.00\* = \_\_\_\_\_

# Dinner Only: \_\_\_\_\_ x \$20.00\* = \_\_\_\_\_

60/40 Tickets: \_\_\_\_\_ x \$10.00 = \_\_\_\_\_

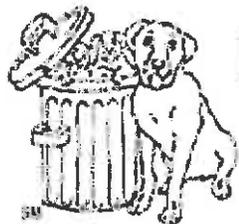
Raffle Ticket: \_\_\_\_\_ x \$1.00 = \_\_\_\_\_

Total Amount Due: \_\_\_\_\_

Method of Payment:  Check Enclosed  PayPal

\*The day of the event: Cash or Check only AND an Additional \$5.00 / person.

*You're Invited to...*



**Recycled Rotts Annual Fundraiser**

# CANDLELIGHT BOWLING

*Saturday August 17, 2013*



**Not Into Bowling? That's Ok - there will be:**

Great Food,

Lots of Fun - Plenty of Dog Friendly People to Chat with,

or Hang Out in the Willow Lounge.

If you just can't make it, you can still participate in the 60/40 raffle....

You do not need to be present for the 60/40 raffle!

### **Raffle Items to Include:**

Pet Items • Sports Tickets • Electronics • and much more!

Winner must be present for Regular Raffle.

**60/40 Raffle - Winner need not be present!**



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

## APPLICATION FOR LICENSE TO HOLD A RAFFLE

### Mayor

Frank A. Trilla

### Village Clerk

Leroy R. Hansen

### Village Trustees

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

### Village Administrator

Tim Halik

### Chief of Police

Mark Shelton

- Name, age and address of the applicant in the case of an individual or in such other case of the duly authorized representative of the applicant, the date of incorporation of any corporation, the date of formation of any other organization, the object for which an organization or corporation was formed, the names and addresses of the officers and directors of any organization or corporation.

Name	Address	Age
<u>RECYCLED ROTTS INC.</u>	<u>P.O. BOX 1482 OSWEGO, IL 60543</u>	
<u>FRANCINE SUCHOCKI</u>	<u>9049 MAPLE AVE BURR RIDGE 60527</u>	<u>(53)</u>
Date of incorporation, if corporation:	<u>1997</u>	
Date of formation of organization:	<u>1997</u>	
Object for which organization or corporation was formed:	<u>TO RESCUE &amp; REHAB ROTTWEILERS</u>	

- The area or areas within the Village in which raffle chances will be sold or issued and the time period during which raffle chances will be sold or issued.

WILLOWBROOK LANES BOWLING ALLEY

- The date on which the drawing is to be held

08/17/2013

- The place at which the drawing is to be held.

735 PLAINFIELD RD  
WILLOWBROOK LANES BOWLING ALLEY WILLOWBROOK, IL 60527

- Has the applicant ever been convicted of a felony and been disqualified to receive a license by reason of any matter or thing contained in Chapter 3-17 of the Village of Willowbrook Code of Ordinances, laws of the State or of the United States of America.

Yes: \_\_\_\_\_

No: X

If yes, explain: \_\_\_\_\_



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Illinois Route 66 Scenic Byway

6. The aggregate retail value of all prizes or merchandise awarded by the licensee in a single raffle.

60/40 RAFFLE - LAST YEAR 8 @ 125.00  
CHINESE RAFFLE 300.00 30.00

7. The maximum retail value of each prize awarded by the licensee in a single raffle.

300.00

8. The maximum price which may be charged for each raffle chance issued or sold.

\$.10 EACH FOR 60 - 40  
1.00 EACH FOR CHINESE RAFFLE

9. Has a previous license issued by any state or subdivision thereof or by the Federal government ever been revoked:

Yes: \_\_\_\_\_

No: ✓

If yes, state reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Affirm that the applicant will not violate any of the laws of the State or of the United States or any ordinances of this Village in the conduct of raffles.

YES

11. Affirm that the applicant will not allow gambling devices or gambling on the premises where the drawing will be held.

YES

12. Attach a sworn statement attesting to the not-for-profit character of the prospective licensee organization signed by the presiding officer and secretary of that organization.

Signature: Francis DeLoraine

Date 02/11/2013

INTERNAL REVENUE SERVICE  
P. O. BOX 2568  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 04 2001

RECYCLES ROTTS & INC  
C/O BARBARA A WILLIAMS  
PO BOX 277543  
RIVERDALE, IL 60827

Employer Identification Number:  
36-4038444

DLR:  
17053076737031

Contact Person:  
STEPHANIE L JONES ID# 31395

Contact Telephone Number:  
(877) 829-5500

Our Letter Dated:  
January of 1997

Addendum Applies:  
No

17053076737031

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a), of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vii).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 567, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

8/22/2002



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org  
June 26, 2013

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

Mr. & Mrs. Esperanza Guzman  
617 68th St  
Willowbrook Il 60527

Re: Account No. 213420.000  
Delinquent Water Bill

Dear Mr. & Mrs. Guzman:

Please be advised that your water bill is now delinquent in the amount of \$194.28. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before July 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org  
June 26, 2013

**Mayor**

Frank A. Trilla

Mr. & Mrs. Mahmood Hadi  
6618 Sheffield Ln  
Willowbrook Il 60527

Re: Account No. 252950.000  
Delinquent Water Bill

**Village Clerk**

Leroy R. Hansen

Dear Mr. & Mrs. Hadi:

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$217.02. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before July 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:pkp



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org  
June 26, 2013

**Mayor**

Frank A. Trilla

Mr. & Mrs. Brian J. Harris  
6330 Tremont Rd  
Willowbrook Il 60527

Re: Account No. 252690.000  
Delinquent Water Bill

**Village Clerk**

Leroy R. Hansen

Dear Mr. & Mrs. Harris:

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$149.32. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before July 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton

TJH:pkp



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org  
June 26, 2013

**Mayor**

Frank A. Trilla

**Village Clerk**

Leroy R. Hansen

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

**Village Administrator**

Tim Halik

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

Mr. Paul Hauppa/Ms. Diana Labianco  
528 Ridgemoor Dr  
Willowbrook IL 60527

Re: Account No. 253390.006  
Delinquent Water Bill

Dear Mr. Hauppa & Ms. Labianco:

Please be advised that your water bill is now delinquent in the amount of \$165.19. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before July 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org  
June 26, 2013

**Mayor**

Frank A. Trilla

Mr. George Schwertfeger  
6306 Martin Dr  
Willowbrook Il 60527

Re: Account No. 250075.000  
Delinquent Water Bill

**Village Clerk**

Leroy R. Hansen

Dear Mr. Schwertfeger:

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$95.10. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before July 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:pkp



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org  
June 26, 2013

**Mayor**

Frank A. Trilla

Worldwide Transmission Group  
585 Executive Dr  
Willowbrook II 60527

Re: Account No. 410210.004  
Delinquent Water Bill

**Village Clerk**

Leroy R. Hansen

Dear Sir or Madam:

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$696.23. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before July 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, IL 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

TJH:pkp



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

7760 Quincy Street  
Willowbrook, IL 60527-5594

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org  
June 26, 2013

**Mayor**

Frank A. Trilla

Mr. & Mrs. Richard Zenner  
125 Waterford Dr  
Willowbrook Il 60527

Re: Account No. 250850.001  
Delinquent Water Bill

**Village Clerk**

Leroy R. Hansen

Dear Mr. & Mrs. Zenner:

**Village Trustees**

Dennis Baker

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Mistele

Paul Oggerino

Please be advised that your water bill is now delinquent in the amount of \$190.98. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all other penalties pursuant to Section 6-8-5 of the Village Code. Your failure to satisfy the total amount of this delinquency on or before July 22, 2013, will result in the immediate termination of your water service.

Should your water service be terminated, Section 6-8-8 of the Village Code provides that a \$70.00 non-refundable reinstatement fee be charged. Said \$70.00 reinstatement fee shall be paid in addition to all delinquent bills and all penalties thereon before water service will be reinstated.

If you have any questions concerning your water bill, or if you wish to arrange a hearing before the President and Board of Trustees to contest the termination of your water service, please contact me at the Village of Willowbrook by writing to 7760 Quincy Street, Willowbrook, Il 60527 or call 920-2238 not later than five (5) days prior to the scheduled termination date.

If you do not satisfy the bill or contact me, your water service will be automatically terminated.

**Village Administrator**

Tim Halik

Sincerely,

Timothy J. Halik  
Director of Municipal Services

**Chief of Police**

Mark Shelton



Proud Member of the  
Illinois Route 66 Scenic Byway

TJH:pkp

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

A RESOLUTION AWARDING THE FISCAL YEAR 2013/14 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO CROWLEY-SHEPPARD ASPHALT, INC. IN THE AMOUNT OF \$129,740.90

**AGENDA NO.**                 **7**

**AGENDA DATE:** 7/22/13

**STAFF REVIEW:** Tim Halik,  
Village Administrator

**SIGNATURE:** Tim Halik

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

**SIGNATURE:** Tom Bastian

**RECOMMENDED BY:** Tim Halik,  
Village Administrator

**SIGNATURE:** Tim Halik

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

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

This season's Motor Fuel Tax (MFT) Roadway Maintenance Program will include surface patching, full-depth patching, replacement of worn pavement markings, and crack sealing of various roads throughout town (please see attached program itemization). The public bid opening for this year's program was held at the Village Hall on Wednesday, July 17, 2013 at 10:00 AM. A total of three (3) bid packets were picked up by vendors, and a total of two (2) sealed bids were received prior to the deadline:

<u>VENDOR</u>	<u>BID AMOUNT</u>
<i>(Engineer's Estimate)</i>	<i>(\$139,983.20)</i>
<b>Crowley-Sheppard Asphalt, Inc.</b>	<b>\$129,740.90</b>
Central Blacktop Co., Inc.	\$133,645.80

Crowley-Sheppard Asphalt, Inc. is an IDOT pre-qualified bidder. They have performed work in the Village in the past, including the completion of the 2009 MFT Roadway Maintenance Program, and the replacement of the Community Park basketball court thereafter. The company is well qualified to complete our roadway maintenance program this year.

The project came in \$10,242.30 below the engineer's estimate, which will enable the excess monies to remain in the MFT Fund to help build a reserve to be used to pay the local share of the Clarendon Hills Road STP grant project which will occur in 2017.

**STAFF RECOMMENDATION:**

Staff would recommend that the attached resolution authorizing the Mayor and Village Clerk to award the contract for the 2013 MFT Roadway Maintenance Program to Crowley Sheppard Asphalt, Inc. in the amount of \$129,740.90 be adopted. Once the Village Board awards the contract, staff will schedule a preconstruction meeting with the contractor. After which, the Village can issue a Notice to Proceed to the contractor, and the work will begin. Staff anticipates that the work would start in early to mid-August.

2013 Willowbrook MFT - Engineer's Opinion of Probable Cost  
 Village of Willowbrook  
 CBBEL Project No. 90-144H145  
 Prepared June 27, 2013



Engineers' Opinion of Cost						
Item No.	Item	Unit	Qty	Unit Price	Total	
*45100200	CRACK FILLING	LB	20,000	\$2.00	\$40,000.00	
78000100	THERMOPLASTIC PAVEMENT MARKING-LETTERS AND SYMBOLS	SF	323.6	\$10.00	\$3,236.00	
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (YELLOW)	LF	5220	\$0.70	\$3,654.00	
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (WHITE-SOLID)	LF	1179	\$2.00	\$2,358.00	
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (WHITE-SKIP DASH)	LF	248	\$2.00	\$496.00	
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (WHITE)	LF	430	\$4.00	\$1,720.00	
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (WHITE-STOP BAR)	LF	402	\$5.00	\$2,010.00	
78300100	PAVEMENT MARKING REMOVAL	SF	4,091	\$1.20	\$4,909.20	
*N/A	CLASS D PATCH, SURFACE SPECIAL, 3"	SY	1,500	\$30.00	\$45,000.00	
*N/A	CLASS D PATCH, SURFACE SPECIAL, 6"	SY	610	\$60.00	\$36,600.00	
	<b>GRAND TOTAL</b>				<b>\$139,983.20</b>	

2009 Willowbrook MFT - Crackfilling  
 Village of Willowbrook  
 CBBEL Project No. 90-144  
 Prepared June 19, 2009

Street	Area (SY)
79th Street - W of CHR	5,110
Apple Tree Lane	4399
Blackberry Lane	4767
Cherry Tree Lane	4767
Honey Locust Lane	1271
Pine Tree Lane	419
Sheridan Drive	6072
Sugarbush Lane	2974
Hawthorne Lane	789
79th Street CHR to East End	7,352
Midway - CHR to RT 83	7,870
Western Ave	7,216
Bentley	12,839
61st	3,300
65th St	821
60th Ct	1,286
59th St CHR to East limits	4,200
*CHR- 75th to 79th	-
TOTAL AREA (SY)	75,452
<b>CRACK FILL COST (\$0.55 X AREA)</b>	<b>\$ 41,498.42</b>

Location	Patch No.	D1	D2	Area (SY)
Rodgers/Rodgers Ct	3	75	4	33
Rodgers/Rodgers Ct	4	28	7	22
233 Chaucer Ct	6	111	30	370
6353 Bentwood Ln	8	61	4	27
125 Sunset Ridge	11	31	4	14
225 Sunset Ridge	12	51	4.5	26
225 Sunset Ridge	13	21	8.5	20
75th Pl/Arlene Ave	16	65	10	72
7806 Virginia Ct	17	179	22	438
7730 Virginia Ct	18	38	10	42
518 67th Pl	20	110	21	257
743 68th Pl	24	50	11	61
305 59th St	31	43	14	67
305 59th St	32	29	15	48
<b>Total 3" Patches</b>				<b>1,496</b>

Location	Patch No.	D1	D2	Area (SY)
420 Stratford Ln	1	8	4	4
421 Stratford Ln	2	6	4	3
307 Ridgemoor Ct	5	42	6	28
307 Somerset Rd	7	44	4	20
6627 Wedgewood	9	12	3.5	5
125 Sunset Ridge	10	14	4	6
7811 Brookbank Rd	14	100	6	67
Driveway	14	17	5	9
7811 Brookbank Rd	15	33	8	29
518 67th Pl	19	21	8	19
321 67th St	21	10	8	9
79th/Eleanor Pl (NE)	22	46	5	26
743 68th Pl	23	13	7	10
6530 Quincy St	25	31	4	14
849 Willow Ln	26	18	4	8
7345 Quincy St	27	79	7	61
7460 Quincy St	28	208	6.5	150
75th/Quincy St	29	36	13.5	54
75th/Quincy St	29	49	6	33
75th/Quincy St	29	14	8	12
Midway/Quincy St (SW)	30	50	7	39
<b>Total 6" Patches</b>				<b>605</b>

Different locations will be identified

**TOTAL STRIPING QUANTITY**

Item Code	Description	Unit	Quantity
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (YELLOW)	LF	5220
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (WHITE-SOLID)	LF	1179
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (WHITE-SKIP DASH)	LF	248
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (WHITE)	LF	430
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (WHITE-STOP BAR)	LF	402
78000100	THERMOPLASTIC PAVEMENT MARKING-LETTERS AND SYMBOLS	SF	324

Location	Stop Bar (LF)	Location
S. Leg CHR @ 59th St	15	S. Leg CHR @ 59th St
N. Leg CHR @ 59th St	15	N. Leg CHR @ 59th St
W. Leg 59th St @ CHR	17	W. Leg 59th St @ CHR
Ridgemoor W./RT 83	16	Ridgemoor W./RT 83
59th E. of Western	15	59th E. of Western
Willow/Rt 83	15	Willow/Rt 83
WCP/Madison	25	WCP/Madison
71st/Madison E.	13	71st/Madison E.
71st/Madison W.	20	71st/Madison W.
68th/Madison	15	68th/Madison
Adams/Plainfield N	25	Adams/Plainfield N
67th W. @ Rt 83	26	67th W. @ Rt 83
Executive/Quincy	18	Executive/Quincy
Midway/CHR	13	Midway/CHR
Executive/Madison	25	Executive/Madison
CHR/79th	13	CHR/79th
WCP/Quincy N Leg	15	WCP/Quincy N Leg
WCP/Quincy E Leg	26	WCP/Quincy E Leg
WCP/Quincy S Leg	15	WCP/Quincy S Leg
Eleanor/79th	17	WCP/Quincy S Leg
Midway/Eleanor S	14	Eleanor/79th
Midway/Eleanor N	14	Midway/Eleanor S
Brookbank/75th	15	Midway/Eleanor N
<b>Stop Bar Total</b>	<b>402</b>	<b>Brookbank/75th</b>
		<b>8" Solid Line Total</b>

Location	4" Double Yellow	Location
S. Leg CHR @ 59th St	0	S. Leg CHR @ 59th St
N. Leg CHR @ 59th St	0	N. Leg CHR @ 59th St
W. Leg 59th St @ CHR	270	W. Leg 59th St @ CHR
Ridgemoor W./RT 83	0	Ridgemoor W./RT 83
59th E. of Western	0	59th E. of Western
Willow/Rt 83	0	Willow/Rt 83
WCP/Madison	3400	WCP/Madison
71st/Madison E.	0	71st/Madison E.
71st/Madison W.	0	71st/Madison W.
68th Madison	0	68th Madison
Adams/Plainfield N	230	Adams/Plainfield N
67th W. @ Rt 83	440	67th W. @ Rt 83
Executive/Quincy	0	Executive/Quincy
Midway/CHR	0	Midway/CHR
Executive/Madison	560	CHR/79th
CHR/79th	0	Executive/Madison
WCP/Quincy N Leg	0	WCP/Quincy N Leg
WCP/Quincy E Leg	320	WCP/Quincy E Leg
WCP/Quincy S Leg	0	WCP/Quincy S Leg
Eleanor/79th	0	Eleanor/79th
Midway/Eleanor S	0	Midway/Eleanor S
Midway/Eleanor N	0	Midway/Eleanor N
Brookbank/75th	0	Brookbank/75th
<b>4" Double Yellow Total</b>	<b>5220</b>	<b>6" Solid Line Total</b>

Location	12" Cross Walk (LF)
S. Leg CHR @ 59th St	0
N. Leg CHR @ 59th St	0
W. Leg 59th St @ CHR	0
Ridgemoor W./Rt 83	0
59th E. of Western	0
Willow/Rt 83	0
WCP/Madison	0
71st/Madison E.	0
71st/Madison W.	0
68th/Madison	0
Adams/Plainfield N	0
67th W. @ Rt 83	0
Executive/Quincy	0
Midway/CHR	160
Executive/Madison	0
CHR/79th	0
WCP/Quincy N Leg	0
WCP/Quincy E Leg	0
WCP/Quincy S Leg	0
Eleanor/79th	170
Midway/Eleanor S	0
Midway/Eleanor N	0
Brookbank/75th	100
<b>12" Cross Walk Line</b>	<b>430</b>



**CHRISTOPHER B. BURKE** ENGINEERING, LTD.  
 9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

July 17, 2013



Village of Willowbrook  
 7760 Quincy Street  
 Willowbrook, IL 60527

Attention: Tim Halik, Village Administrator

Subject: 2013 MFT Road Program – Various Streets  
 MFT Section No. 13-00000-01-GM  
 (CBBEL Project No. 90144-H145)

Dear Tim:

Christopher B. Burke Engineering, Ltd. solicited public bids for the construction of the 2013 MFT Road Program at the direction of the Village. Three (3) bidders obtained bidding documents and two (2) submitted bids which were opened publicly this day at the Village Hall and the results were as follows:

BIDDER NAME	BID AMOUNT
Crowley Sheppard Asphalt Inc.	\$129,740.90
Central Blacktop Co., Inc.	\$133,645.80
<b>ENGINEER'S ESTIMATE</b>	<b>\$139,983.20</b>

The lowest responsive bid was less than the engineer's estimate. The project bid tabulation is attached for your use.

The lowest responsive bidder, Crowley Sheppard Asphalt Inc., was awarded the contracts for the Community Park Basketball Court Resurfacing Project and 2009 MFT Road Program and performed the paving work satisfactorily. We recommend the Village Board award the construction contract for the 2013 MFT Road Program to Crowley Sheppard Asphalt Inc. in the amount of \$129,740.90.

If you should have any questions, please feel free to contact me.

Sincerely,

  
 Martin Bojovic, PE, CFM  
 Municipal Engineer

Item No.	Item	Unit	Engineers' Opinion of Cost			Crowley Sheppard Asphalt Inc.		Central Blacktop Co., Inc.	
			Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
*45100200	CRACK FILLING	LB	20,000	\$2.00	\$40,000.00	\$2.00	\$40,000.00	\$1.80	\$36,000.00
78000100	THERMOPLASTIC PAVEMENT MARKING-LETTERS AND SYMBOLS	SF	323.6	\$10.00	\$3,236.00	\$4.00	\$1,294.40	\$3.25	\$1,051.70
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (YELLOW)	LF	5220	\$0.70	\$3,654.00	\$0.65	\$3,393.00	\$0.60	\$3,132.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (WHITE-SOLID)	LF	1178	\$2.00	\$2,358.00	\$1.00	\$1,179.00	\$0.90	\$1,061.10
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (WHITE-SKIP DASH)	LF	248	\$2.00	\$496.00	\$1.00	\$248.00	\$0.90	\$223.20
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (WHITE)	LF	430	\$4.00	\$1,720.00	\$2.75	\$1,182.50	\$2.60	\$1,118.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (WHITE-STOP BAR)	LF	402	\$5.00	\$2,010.00	\$4.00	\$1,608.00	\$3.50	\$1,407.00
78300100	PAVEMENT MARKING REMOVAL	SF	4,091	\$1.20	\$4,909.20	\$1.00	\$4,091.00	\$0.80	\$3,272.80
*N/A	CLASS D PATCH, SURFACE SPECIAL, 3"	SY	1,500	\$30.00	\$45,000.00	\$29.00	\$43,500.00	\$34.00	\$51,000.00
*N/A	CLASS D PATCH, SURFACE SPECIAL, 6"	SY	610	\$60.00	\$36,600.00	\$54.50	\$33,245.00	\$58.00	\$35,380.00
<b>GRAND TOTAL</b>						<b>\$139,983.20</b>		<b>\$129,740.90</b>	

The shaded area represents a bid correction for Central Blacktop Co., Inc.

RESOLUTION NO. 13-R-\_\_\_\_\_

A RESOLUTION AWARDING THE FISCAL YEAR 2013/14 MOTOR FUEL  
TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO  
CROWLEY-SHEPPARD ASPHALT, INC. IN THE AMOUNT OF  
\$129,740.90

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BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, to accept the low bid received from Crowley-Sheppard Asphalt, Inc. in the amount of \$129,740.90 for the Village of Willowbrook's Fiscal Year 2013/14 Motor Fuel Tax Roadway Maintenance Program and that the Mayor and Village Clerk be authorized to sign the appropriate documents authorizing this work in the amount of \$129,740.90

ADOPTED and APPROVED this 22<sup>nd</sup> day of July, 2013

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

ROLL CALL VOTE: AYES: \_\_\_\_\_

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

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

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



RECEIVED  
JUL 17 2013  
VILLAGE OF WILLOWBROOK

PROPOSAL SUBMITTED BY		
CROWLEY Sheppard Aspinwall Inc		
Contractor's Name		
6525 W. 99th St		
Street		
Chicago Ridge IL		P.O. Box
City	State	Zip Code
		60418

STATE OF ILLINOIS

COUNTY OF Du Page

Village of Willowbrook

(Name of City, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
- CONTRACT PROPOSAL
- CONTRACT
- CONTRACT BOND



*Martin Bojovic*  
exp 11/13

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various Streets

SECTION NO. 13-00000-01-GM

TYPES OF FUNDS MFT

**For Municipal Projects**

Submitted/Approved/Passed February 11, 2013  
Date  
*Fred Till*  
 Mayor  President of Board of Trustees  Municipal Official

**For County and Road District Projects**

Submitted/Approved \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
 Highway Commissioner

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

**Department of Transportation**

Released for bid based on limited review  
Date \_\_\_\_\_  
\_\_\_\_\_  
Regional Engineer

Concurrence in approval of award  
Date \_\_\_\_\_  
\_\_\_\_\_  
Regional Engineer



Notice to Bidders

RETURN WITH BID

Route Various
County Du Page
Local Agency Willowbrook
Section 13-00000-01-GM

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the office of The Village Clerk of The Village of Willowbrook, 7760 Quincy Street, Willowbrook, IL 60527

until 10 o'clock A M., July 17, 2013 Proposals will be opened and read publicly
at 10 o'clock A M., July 17, 2013 at the office of The Village Clerk of The Village of Willowbrook, 7760 Quincy Street, Willowbrook, IL 60527

Description of Work

Name 2013 MFT Road Program - Various Streets Length 18,250 feet ( 3.5 miles)

Location The improvement is located on the following roads in the Village of Willowbrook, Du Page County, Illinois: Chaucer Court, Bentwood Lane, Sunset Ridge, Arlene Avenue, Virginia Court, 59th Street, 59th Place, 60th Ct, 61st Street, 65th Street, 67th Place, 67th Street, 68th Place, 71st Street, 79th Street, Ridgemoor Court, Somerset Road, Wedgewood Lane, Brookbank Road, Eleanor Place, Quincy Street, Willow Lane, Midway Drive, Clarendon Hills Road, Willowbrook Center Parkway, Adams Street, Executive Drive, Apple Tree Lane, Blackberry Lane, Cherry Tree Lane, Honey Locust Lane, Pine Tree Lane, Sheridan Drive, Sugarbush Lane, Hawthorne Lane, Western Ave, and Bentley Ave.

Proposed Improvement Class D Patch, Surface Special, 3", Class D Patch, Surface Special, 6", Crack Filling, Pavement Marking Removal, and Thermoplastic Pavement Marking Striping

Bidders Instructions

- 1. Plans and proposal forms will be available in the office of Willowbrook Village Hall, 7760 Quincy St, Willowbrook, IL 60527, FOR NON-REFUNDABLE FEE OF \$35.00 PAYABLE TO VILLAGE OF WILLOWBROOK Contact: Tim Halik (630) 630.920.2261
2. If prequalification is required, the 2 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 copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. 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.
5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
a. BLR 12210 - Contract Cover.
b. BLR 12220 - Notice to Bidders.
c. BLR 12221 - Contract Proposal.
d. BLR 12222 - Contract Schedule of Prices.
e. BLR 12223 - Signatures.
f. BLR 12230 - Proposal Bid Bond (if applicable)
g. BLR 12325 - Apprenticeship or Training Program Certification (do not use for federally funded projects)

6. 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.
7. 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.
8. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
9. 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.
10. 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.

By Order of

Village of Willowbrook

(Awarding Authority)

Leroy Hansen

County Engineer/County Superintendent of Highways/Municipal Clerk

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



Return with Bid

Route	Various
County	Du Page
Local Agency	Willowbrook
Section	13-00000-01-GM

All contractors are required to complete the following certification:

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

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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 bidders' 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:

- I. Except as provided in paragraph IV 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.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval 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.
- III. 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.

Crowley-Sheppard Asphalt will perform the Removals and Asphalt Paving  
Program Sponsors will be the Local Union  
We are members of the International Union of Operating Engineers – Local 150  
We are members of the Construction & General Laborers Union – Local 5 and Local 1006  
We are members of the Teamsters Union – Local 731  
Subcontracted work includes Pavement Markings. The subcontracted work is to be performed by  
Union Contractors, their program sponsor is their local union

IV. Except for any work identified above, any bidder or subcontractor that 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 workforce and positions of ownership.

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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 after award 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: Crowley-Sheppard Asphalt, Inc.  
Address: 6525 W 99<sup>th</sup> Street Chicago Ridge, IL

By:   
(Signature)  
Title: President

# 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  
Date

IL 008780173  
Registration No.

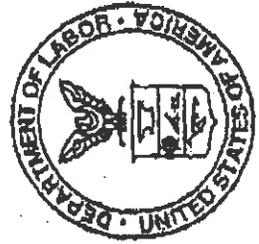
*L. J. Chao*  
Secretary of Labor

*Anthony Diwaga*  
Administrator, 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**

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.

*A. L. Chao*  
Secretary of Labor

*Anthony Scurzo*  
Administrator, 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

Chicago and Laborers' J.A.T.C.  
Carol Stream, Illinois

For the Trade - 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 REVISED August 13, 2004

IL0178900001

Registration No.

*L. L. Chao*  
Secretary of Labor

*Anthony Sings*  
Technical 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

Registration No.

*Loi. Chao*  
Secretary of Labor

*Anthony Swartz*  
Administrator, Apprenticeship Training, Employer and Labor Services



**Return with Bid**

Route	<u>Various</u>
County	<u>Du Page</u>
Local Agency	<u>Willowbrook</u>
Section	<u>13-00000-01-GM</u>

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

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

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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 bidders' 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:

- I. Except as provided in paragraph IV 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.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval 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.
- III. 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.

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IV. Except for any work identified above, any bidder or subcontractor that 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 workforce and positions of ownership.

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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 after award 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: \_\_\_\_\_

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

(Signature)

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

Title: \_\_\_\_\_



RETURN WITH BID

Route	<u>Various</u>
County	<u>Du Page</u>
Local Agency	<u>Willowbrook</u>
Section	<u>13-00000-01-GM</u>

1. Proposal of Crowley Sheppard Asphalt Inc

for the improvement of the above section by the construction of 2013 MFT Road Program – Various Streets

- Class D Patch, Surface Special, 3"
- Class D Patch, Surface Special, 6"
- Crack Filling
- Pavement Marking Removal and Thermoplastic Pavement Marking Striping

a total distance of 18,250 feet, of which a distance of 18,250 feet, (3.5 miles) are to be improved.

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, LTD and approved by the Department of Transportation on \_\_\_\_\_

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

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

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

6. 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  will not be allowed as proposal guaranties. 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: \_\_\_\_\_ Treasurer of \_\_\_\_\_

the amount of the check is 5 to Bid Bond ( \_\_\_\_\_ )

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number \_\_\_\_\_

8. 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 or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, 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. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

12. The undersigned submits herewith the schedule of prices on BLR 12222 covering the work to be performed under this contract.







Signatures

Route	Various
County	Du Page
Local Agency	Willowbrook
Section	13-00000-01-GM

**RETURN WITH BID**

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Insert  
Names and  
Addresses of  
All Partners

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If a corporation)

Corporate Name Crowley-Sheppard Asphalt Inc

Signed By M.S. Sheppard

Business Address 6825 W. 99<sup>th</sup> St President

Chicago Ridge, IL 60415

Insert  
Names of  
Officers

President R.A. Sheppard

Secretary M.S. Sheppard

Treasurer R.A. Sheppard

Attest: [Signature]  
Secretary



Route 2013 MFT Road Program
County Cook
Local Agency Village of Willowbrook
Section 13-00000-01-GM

RETURN WITH BID

PAPER BID BOND

CROWLEY-SHEPPARD ASPHALT, INC. WE 6525 West 99th Street, Chicago Ridge, IL 60415-0157 as PRINCIPAL,
and FIDELITY AND DEPOSIT COMPANY OF MARYLAND 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056 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 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 LA 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 LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA 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 11th day of July, 2013

Principal

CROWLEY-SHEPPARD ASPHALT, INC.

(Company Name)

(Company Name)

By: [Signature] president By: [Signature]

(Signature and Title)

(Signature and Title)

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

Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Name of Surety)

By: [Signature] Susan A. Welsh

(Signature of Attorney-in-Fact) Susan A. Welsh

STATE OF ILLINOIS, COUNTY OF Cook

I, Diane M. O'Leary, a Notary Public in and for said county, do hereby certify that [Signatures]

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 11th day of July, 2013

DIANE M O'LEARY My Notary Public State of Illinois 4/2017 [Signature] (Notary Public) Diane M. O'Leary

ELECTRONIC 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 grid

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Karen L. DANIEL, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK and Melissa L. FORTIER, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of December, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

By: \_\_\_\_\_  
*Assistant Secretary  
Gerald F. Haley*

*Thomas O. McClellan*

\_\_\_\_\_  
*Vice President  
Thomas O. McClellan*

**State of Maryland  
City of Baltimore**

On this 4th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

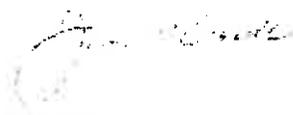
RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of July, 2013.



  
James M. Carroll, Vice President



Local Agency Proposal Bid Bond

Route Various
County Du Page
Local Agency Willowbrook
Section 13-00000-01-GM

RETURN WITH BID

PAPER BID BOND

WE \_\_\_\_\_ as PRINCIPAL,
and \_\_\_\_\_ 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 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 LA 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 LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA 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 \_\_\_\_\_ day of \_\_\_\_\_

Principal

By: \_\_\_\_\_ (Company Name)
By: \_\_\_\_\_ (Company Name)
(Signature and Title) (Signature and Title)

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

Surety

By: \_\_\_\_\_ (Name of Surety)
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

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

( Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

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

My commission expires \_\_\_\_\_ (Notary Public)

ELECTRONIC 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



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	Awards Pending	
Contract Number	63804	N/A	13-00049-00-RS	N/A		
Contract With	IDOT / Lemont	Orland Park	Chicago Ridge	Burbank		
Estimated Completion Date	08-15-13	10-15-13	08-15-13	08-31-13		
Total Contract Price	674,392.78	2,196,842.60	373,718.95	1,992,348.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	674,392.78	2,196,842.60	373,718.95	1,767,348.00		5,012,302.33
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
<b>Total Value of All Work</b>						<b>5,012,302.33</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	118,503.00	83,790.00	14,370.50	152,061.00	368,724.50	
Portland Cement Concrete Paving						
HMA Plant Mix	105,495.00	966,210.00	211,650.00	688,600.00	1,971,955.00	
HMA Paving		267,300.00	13,162.50	91,735.00	372,197.50	
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	48,454.00	21,400.00	32,226.90	166,486.00	268,566.90	
Highway, R.R. and Waterway Structures						
Drainage		11,200.00			11,200.00	
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing	2,160.00				2,160.00	
Guardrail			62,350.75		62,350.75	
Painting						
Signing						
Cold Milling, Planning & Rotomilling		164,950.00	35,235.00	112,488.00	312,673.00	
Demolition						
Pavement Markings (Paint)						
Other Construction (List)	5,730.00	21,863.00	900.00	10,500.00	38,993.00	
Prime Coat	2,544.00	107.80	23.30	133.00	2,808.10	
Traffic Control	16,550.00	3,500.00	3,800.00	19,000.00	42,850.00	
<b>Totals</b>	<b>289,436.00</b>	<b>1,540,320.80</b>	<b>373,718.95</b>	<b>1,241,002.00</b>	<b>0.00</b>	<b>3,454,477.75</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	Awards Pending
Subcontractor	Davis Concrete	Davis Concrete	Davis Concrete	Davis Concrete	
Type of Work	Concrete	Concrete	Concrete	Concrete	
Subcontract Price	71,430.30	368,702.50	42,774.75	511,923.00	
Amount Uncompleted	71,430.30	368,702.50	42,774.75	346,923.00	
Subcontractor	Riccio Constr.	Ray Edwards	Asterda Constr.	Riccio Constr.	
Type of Work	Sewer	Sewer	Sewer	Sewer	
Subcontract Price	100,070.00	126,733.00	14,530.00	77,575.00	
Amount Uncompleted	100,070.00	126,733.00	14,530.00	57,575.00	
Subcontractor	Del Toro	Roy Erikson		Roy Erikson	
Type of Work	Landscaping	Landscape	Pavement Markings	Landscape	
Subcontract Price	116,847.88	29,047.50	5,046.00	106,104.00	
Amount Uncompleted	116,847.88	29,047.50	5,046.00	106,104.00	
Subcontractor	Homer Tree	Ward			
Type of Work	Tree Removal	Shotcrete		Geotech Fabric	
Subcontract Price	5,745.00	66,125.00		15,744.00	
Amount Uncompleted	5,745.00	66,125.00		15,744.00	
Subcontractor	Precision	AC Pavement			
Type of Work	Pavement Markings	Pavement Markings			
Subcontract Price	9,228.80	12,313.80			
Amount Uncompleted	9,228.80	12,313.80			
Subcontractor	Utility Dynamic	Edward Electric			
Type of Work	Electric	Street Lights			
Subcontract Price	65,785.00	43,200.00			
Amount Uncompleted	35,785.00	43,200.00			
Subcontractor	C3	Meade			
Type of Work	Layout	Detector Loop			
Subcontract Price	5,850.00	10,400.00			
Amount Uncompleted	5,850.00	10,400.00			
<b>Total Uncompleted</b>	<b>374,956.78</b>	<b>666,621.80</b>	<b>62,350.75</b>	<b>525,345.00</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 17th day of July, 2013

Michael Denault  
Notary Public

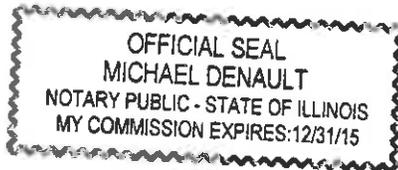
Type or Print Name R. A. Sheppard President  
Officer or Director Title

Signed [Signature]

My commission expires: 12-31-15

Company Crowley-Sheppard Asphalt, Inc.

(Notary Seal)



Address 6525 W. 99th Street  
Chicago Ridge, Illinois 60415

**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	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Type or Print Name \_\_\_\_\_  
 Officer or Director Title

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

My commission expires \_\_\_\_\_

(Notary Seal)

Signed \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_



# Illinois Department of Transportation

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

## Affidavit of Availability For the Letting of \_\_\_\_\_

**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	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
<b>Total Value of All Work</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						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
<b>Totals</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.



The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2012 , 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 Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of Various Streets Section 13-00000-01-GM , and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

**TABLE OF CONTENTS**

Location of Project..... 1  
Description of Project ..... 1  
Working Days ..... 1  
Examination of Plans, Specification, Special Provisions, and Site of Work ..... 1  
Edge of Pavement..... 1  
Sign and Mailbox Relocate ..... 1  
Limits of Construction..... 1  
Maintenance of Roadway..... 2  
Public Convenience and Safety ..... 3  
Miscellaneous Saw-Cutting ..... 3  
Disposal of Debris and Excavated or Removed Materials ..... 3  
Traffic Control..... 4  
Prevailing Wage ..... 4  
Quality Control..... 4  
Truck Weights..... 4  
Notification of Public Utilities..... 4  
Notification of Police and Fire Departments..... 4  
Compliance with Codes..... 4 - 5  
Insurance Requirements..... 5  
Vandalism..... 5  
Street Cleaning..... 5  
Class D Patch, Surface Special, 3”..... 6  
Class D Patch, Surface Special, 6”..... 7  
Hot-Mix Asphalt Mixture Requirements Table ..... 8  
Restoration of Work Area..... 8  
Thermoplastic Pavement Markings..... 9 - 11  
Crack Filling ..... 11

## **LOCATION OF PROJECT**

The improvement is located on the following roads in the Village of Willowbrook, Du Page County, Illinois: Chaucer Court, Bentwood Lane, Sunset Ridge, Arlene Avenue, Virginia Court, 59th Street, 59th Place, 60th Ct, 61st Street, 65th Street, 67th Place, 67th Street, 68th Place, 71<sup>st</sup> Street, 79<sup>th</sup> Street, Ridgemoor Court, Somerset Road, Wedgewood Lane, Brookbank Road, Eleanor Place, Quincy Street, Willow Lane, Midway Drive, Clarendon Hills Road, Willowbrook Center Parkway, Adams Street, Executive Drive, Apple Tree Lane, Blackberry Lane, Cherry Tree Lane, Honey Locust Lane, Pine Tree Lane, Sheridan Drive, Sugarbush Lane, Hawthorne Lane, Western Ave, and Bentley Ave; the total length of improvements is approximately 18,250 feet.

## **DESCRIPTION OF PROJECT**

This contract includes Class D Patch, Surface Special, 3", Class D Patch, Surface Special, 6", Crack Filling, Pavement Marking Removal and Thermoplastic Pavement Striping.

## **WORKING DAYS**

The Contractor shall complete the work within 25 working days per Article 108.04 of the STANDARD SPECIFICATIONS.

## **EXAMINATION OF PLANS, SPECIFICATION, SPECIAL PROVISIONS, AND SITE OF WORK**

The prospective bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction.

## **EDGE OF PAVEMENT**

During paving operations care will be taken to maintain a uniform edge of pavement parallel to the roadway center line. Excess material placed will be removed at the engineer's direction during or after completion of paving operations.

## **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 the course of 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 incidental to the contract.

## **LIMITS OF CONSTRUCTION**

The Village Engineer shall mark the limits of the improvements. This includes all surface patching, crack filling and thermoplastic pavement markings at the start / end of the project.

## **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. There shall be no equipment or material storage on the pavement, temporary or otherwise. 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.

In the event the CONTRACTOR leaves the aggregate base course exposed commencing on the third night following the start of pavement removal, a \$5,000 per night per street will be deducted from monies due to the CONTRACTOR. A time extension may be granted by the engineer for unforeseen weather conditions that occur prior to the start of liquidated damages.

## **PUBLIC CONVENIENCE AND SAFETY**

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

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

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

All provisions relating to traffic control, signage, barricades, detour route and the 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 incidental to the Contract and no extra 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 rehandling 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.

## **TRAFFIC CONTROL**

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagman, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Article 107.14 of Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. All traffic protection will be considered incidental to the cost of the Contract and will not be paid for separately.

## **PREVAILING WAGE**

Pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/01 *et seq.*) (the "Act"), the Contractor is required to comply with and notify all subcontractors for this Work that they are required to comply with all provisions of the Act, including (i) all requirements for payment of the current general prevailing rate of hourly wages and fringe benefits, for each craft or type of worker or mechanic needed to perform such Work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois; and (ii) all record keeping requirements under the Act. The foregoing applies only to projects that are a fixed public work.

## **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.

## **TRUCK WEIGHTS**

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.

## **NOTIFICATION OF PUBLIC UTILITIES**

The Contractor shall notify ComEd, Nicor Gas, and AT&T at JULIE 800-892-0123, and the Village Engineer of the Village of Willowbrook 847-823-0500, at least two (2) working days in advance of commencement of construction for locations of their underground lines.

## **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.

**INSURANCE REQUIREMENTS**

The Contractor shall follow Section 107 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. With the exception of the workers compensation and employer liability policies, all insurance shall name the Village of Willowbrook and Christopher B. Burke Engineering, Ltd. as additional insureds and shall include an endorsement providing that such insurance is primary and non-contributory with respect to the additional insureds.

**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.

**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.

**CLASS D PATCH, SURFACE SPECIAL, 3"**

This work shall consist of removal and replacement of existing pavement at locations as directed by the Engineer. This work shall be done in accordance with Section 442 of the Standard Specifications except that the four types, namely Type 1, Type II, Type III and Type IV have been combined under the pay item Class D Patch, Surface Special, 3".

The existing pavement including the base and Hot-Mix Asphalt surface shall be saw cut and removed to a depth of **three (3) inches** and replaced with **three (3) inches of Hot-Mix Asphalt Surface Course, Mix "D", N50 (IL 9.5mm)**, as specified in Section 406. The surface of the patch shall meet the surface of the existing Hot-Mix Asphalt surface.

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

This work will be paid for at the contract unit price per square yard for **CLASS D PATCH, SURFACE SPECIAL, 3"** which price shall include the removal of the existing pavement base, Hot-Mix Asphalt surface and sub-grade as directed by the engineer and the placement and compaction of the specified Hot-Mix Asphalt mixture up to the surface of the existing Hot-Mix Asphalt surface.

<b>3" Surface Patching Locations*</b>
233 Chaucer Ct
6353 Bentwood Ln
125 Sunset Ridge
225 Sunset Ridge
75th Pl/Arlene Ave
7806 Virginia Ct
7730 Virginia Ct
518 67th Pl
743 68th Pl
305 59th St

**\* The Village of Willowbrook reserves the right to increase or decrease the quantity at its discretion**

**CLASS D PATCH, SURFACE SPECIAL, 6”**

This work shall consist of removal and replacement of existing pavement at locations as directed by the Engineer. This work shall be done in accordance with Section 442 of the Standard Specifications except that the four types, namely Type 1, Type II, Type III and Type IV have been combined under the pay item Class D Patch, Surface Special, 6”.

The existing pavement including the base and Hot-Mix Asphalt surface shall be saw cut and removed to a depth of **six (6) inches** and replaced with **four (4) inches of Hot-Mix Asphalt Binder Course, IL-19.0, N70 (IL- 19.0mm)**, and **two (2) inches of Hot-Mix Asphalt Surface Course, Mix “D”, N50 (IL- 9.5mm)**, as specified in Section 406. The surface of the patch shall meet the surface of the existing Hot-Mix Asphalt surface.

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

This work will be paid for at the contract unit price per square yard for **CLASS D PATCH, SURFACE SPECIAL, 6”** which price shall include the removal of the existing pavement base, Hot-Mix Asphalt surface and sub-grade as directed by the engineer and the placement and compaction of the specified Hot-Mix Asphalt mixture up to the surface of the existing Hot-Mix Asphalt surface.

<b>6” Surface Patching Locations*</b>
307 Ridgemoor Ct
307 Somerset Rd
6627 Wedgewood
125 Sunset Ridge
7811 Brookbank Rd
518 67th Pl
321 67th St
79th/Eleanor Pl (NE)
743 68th Pl
6530 Quincy St
849 Willow Ln
7345 Quincy St
7460 Quincy St
75th/Quincy St
Midway/Quincy St (SW)

**\* The Village of Willowbrook reserves the right to increase or decrease the quantity at its discretion**

## HOT-MIX ASPHALT MIXURE REQUIREMENTS

The following Hot-Mix Asphalt mixes shall be used in this maintenance section for **Class D Patch, Surface Special, 3"**.

<b>MIXTURE TYPE</b>	<b>AC TYPE</b>	<b>AIR VOIDS</b>
Hot-Mix Asphalt Surface Course, Mix "D", N50 (IL-9.5mm); <b>3"</b>	PG 64-22	4% @ 50 GYR

**THE UNIT WEIGHT USED TO CALCULATE ALL HOT-MIX ASPHALT SURFACE MIXTURE QUANTITIES IS 112 LBS/SQYD/IN**

**THE "AC TYPE" SHALL BE "PG 64 -22" UNLESS MODIFIED BY DISTRICT ONE SPECIAL PROVISIONS. FOR USE OF RECYCLED MATERIALS SEE SPECIAL PROVISIONS**

The following Hot-Mix Asphalt mixes shall be used in this maintenance section for **Class D Patch, Surface Special, 6"**.

<b>MIXTURE TYPE</b>	<b>AC TYPE</b>	<b>AIR VOIDS</b>
Hot-Mix Asphalt Surface Course, Mix "D", N50 (IL-9.5mm); <b>2"</b>	PG 64-22	4% @ 50 GYR
Hot-Mix Asphalt Binder Course, IL-19.0, N70 (IL-19.0mm), <b>4"</b>	PG 64-22	4% @ 70 GYR

**THE UNIT WEIGHT USED TO CALCULATE ALL HOT-MIX ASPHALT SURFACE MIXTURE QUANTITIES IS 112 LBS/SQYD/IN**

**THE "AC TYPE" SHALL BE "PG 64 -22" UNLESS MODIFIED BY DISTRICT ONE SPECIAL PROVISIONS. FOR USE OF RECYCLED MATERIALS SEE SPECIAL PROVISIONS**

### RESTORATION OF WORK AREA

All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. Restoration of the work area shall be included in the contract without any extra compensation allowed to the Contractor.

**THERMOPLASTIC PAVEMENT MARKINGS**

The following areas will be striped with Thermoplastic Pavement Markings at locations as directed by the Engineer:

<b>Location</b>	<b>Line 24" White Stop Bar (LF) Item No. 78000650</b>
S. Leg Clarendon Hills Rd @ 59th St	15
N. Leg Clarendon Hills Rd @ 59th St	15
W. Leg 59th St @ Clarendon Hills Rd	17
Ridgemoor W./Kingery Hwy (Rt 83)	16
59 <sup>th</sup> St E. of Western Ave	15
Willow Ln/Kingery Hwy (Rt 83)	15
Willowbrook Center Pkwy/Madison St	25
71st/E. Side of Madison St	13
71st/W. Side of Madison St	20
68 <sup>th</sup> St/Madison St	15
Adams St/N. Side of Plainfield Rd	25
67 <sup>th</sup> St W. @ Kingery Hwy (Rt 83)	26
Executive Dr/Quincy St	18
Midway Dr/Clarendon Hills Rd	13
Executive Dr/Madison St	25
Clarendon Hills Rd /79 <sup>th</sup> St	13
Willowbrook Center Pkwy /Quincy St N Leg	15
Willowbrook Center Pkwy /Quincy St E Leg	26
Willowbrook Center Pkwy /Quincy St S Leg	15
Eleanor Pl/79 <sup>th</sup> St	17
Midway Dr/Eleanor Pl. S	14
Midway Dr/Eleanor Pl. N	14
Brookbank Rd/75 <sup>th</sup> St	15
<b>24" Line - White Stop Bar Total</b>	<b>402</b>

<b>Location</b>	<b>Line 4" Double Yellow (LF) Item No. 78000200</b>
W. Leg 59th St @ Clarendon Hills Rd	270
Willowbrook Center Pkwy/Madison St	3400
Adams St/N. Side of Plainfield Rd	230
67 <sup>th</sup> St W. @ Kingery Hwy (Rt 83)	440
Executive Dr/Madison St	560
Willowbrook Center Pkwy /Quincy St E Leg	320
<b>4" Line - Double Yellow Total</b>	<b>5220</b>

Location	Application	Line 6" White Solid (LF) Item No. 78000400
S. Leg Clarendon Hills Rd @ 59th St	Cross Walk	64
Willowbrook Center Pkwy/Madison St	Turn Lane	252
Adams St/N. Side of Plainfield Rd	Turn Lane	76
67th St W. @ Kingery Hwy (Rt 83)	Turn Lane	120
67th St W. @ Kingery Hwy (Rt 83)	Cross Walk	80
Executive Dr/Madison St	Turn Lane	175
Willowbrook Center Pkwy /Quincy St E Leg	Cross Walk	100
Willowbrook Center Pkwy /Quincy St E Leg	Turn Lane	150
Willowbrook Center Pkwy /Quincy St S Leg	Cross Walk w/12"	110
Brookbank Rd/75th St	Cross Walk w/12"	52
<b>6" Line - White Solid Total</b>		<b>1179</b>

Location	Line 6" White Skip Dash (LF) Item No. 78000400
Willowbrook Center Pkwy/Madison St	210
Adams St/N. Side of Plainfield Rd	38
<b>6" Line - White Skip Dash Total</b>	<b>248</b>

Location	Line 12" White Cross Walk (LF) Item No. 78000600
Midway Dr/Clarendon Hills Rd	160
Willowbrook Center Pkwy /Quincy St S Leg	170
Brookbank Rd/75 <sup>th</sup> St	100
<b>12" Line - White Cross Walk Total</b>	<b>430</b>

Location	Letters & Symbols	Quantity (Each)	Area (SF)
Willowbrook Center Pkwy/Madison St	ONLY	2	42
Willowbrook Center Pkwy/Madison St	RIGHT TURN ARROW	2	31.2
Willowbrook Center Pkwy/Madison St	THRU/LEFT ARROW	2	52
Adams St/N. Side of Plainfield Rd	ONLY	1	21
Adams St/N. Side of Plainfield Rd	LEFT TURN ARROW	1	15.6
67th St W. @ Kingery Hwy (Rt 83)	THRU/RIGHT ARROW	1	26
67th St W. @ Kingery Hwy (Rt 83)	LEFT TURN ARROW	1	15.6

67th St W. @ Kingery Hwy (Rt 83)	ONLY	1	21
Executive Dr/Madison St	ONLY	2	42
Executive Dr/Madison St	LEFT TURN ARROW	1	15.6
Executive Dr/Madison St	RIGHT TURN ARROW	1	15.6
Willowbrook Center Pkwy /Quincy St E Leg	THRU/LEFT ARROW	1	26
<b>Letters &amp; Symbols Total</b>			<b>323.6</b>

### CRACK FILLING

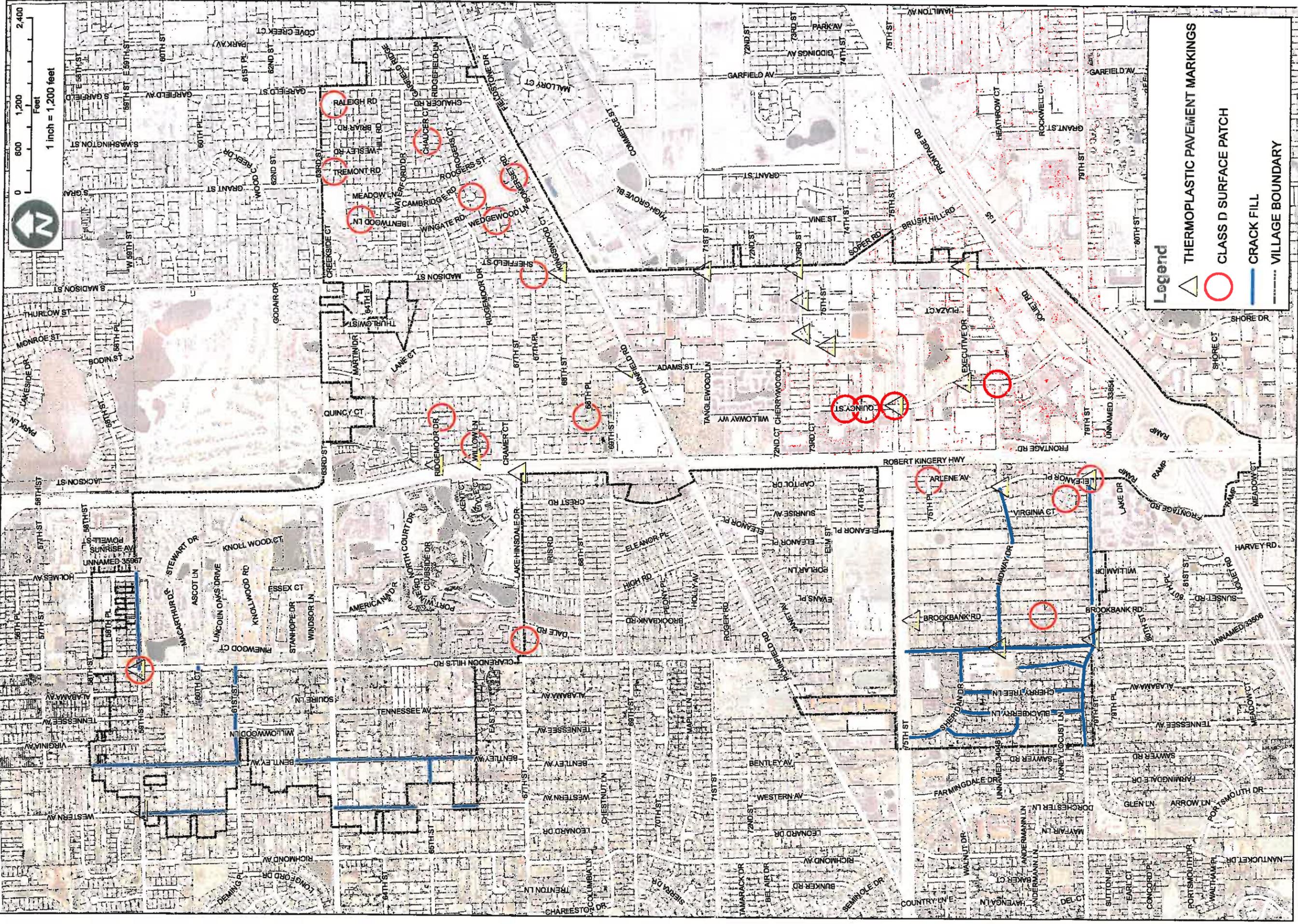
**Description:** This work will consist of the cleaning of cracks via compressed air, the routing of cracks, filling of cracks and dusting the sealant with fine sand, portland cement, or mineral filler.

The routing of the cracks shall be one half inch (1/2").

**Specifications:** All materials, equipment, construction requirements, method of measurement and basis of payment will comply with Section 451 and Article/Section 1050.02 of the Standard Specifications for Road and Bridge Construction published by the Illinois Department of Transportation adopted January 1, 2012.

This work will be paid for at the contract unit price per pound for CRACK FILLING, and includes all materials, equipment, labor, and traffic control and protection. Crack routing will not be paid for separately and is incidental to the unit price for CRACK FILLING.

<b>Location</b>	<b>Limits</b>
79th Street	W of Clarendon Hills Rd to W. Limits (Just E. of Sawyer Rd)
Apple Tree Lane	Sheridan Dr to Blackberry Ln
Blackberry Lane	Sheridan Dr to 79th St
Cherry Tree Lane	Sheridan Dr to 79th St
Honey Locust Lane	Blackberry Ln to W. Limits
Pine Tree Lane	Apple Tree Ln to W. Limits
Sheridan Drive	Clarendon Hills Rd to 75th St
Sugarbush Lane	Cul-de-sac to 79th St
Hawthorne Lane	Cherry Tree Ln to Blackberry Ln
79th Street	Clarendon Hills Rd to East End ( Just E. of Eleanor Pl)
Midway Drive	Clarendon Hills Rd to Kingery Hwy (Rt 83)
Western Avenue	59th St to Just N. of 61st St and 63rd St to Just N. of 65th St
Western Avenue	6600 Western Ave to 6620 Western Ave (Between 65th St and 67th St)
Bentley Avenue	N. Limits (58th St) to S. Limits (Approx. 660' N. of 67th St)
61 <sup>st</sup> Street	Clarendon Hills Rd to Bentley Ave
65 <sup>th</sup> Street	Bentley Ave to W. Limits
60 <sup>th</sup> Court	Clarendon Hills Rd to W. Limits
59 <sup>th</sup> Street	Clarendon Hills Rd to East limits @ Holmes Ave
Clarendon Hills Road	75th St to 79th St



**Legend**

- △ THERMOPLASTIC PAVEMENT MARKINGS
- CLASS D SURFACE PATCH
- CRACK FILL
- VILLAGE BOUNDARY

PROJ. NO. 90144H145  
 DATE: 02-12-2010  
 SHEET 1 OF 1  
 DRAWING NO. EXH

**2013 MFT PROGRAM**

DSGN.	SCALE:	1" = 1,400'
DWN.	GIS USER	MHAYES
CHKD.	PLOT DATE	
FILE:		

CLIENT: **VILLAGE OF WILLOWBROOK**

TITLE: **2013 MFT PROGRAM**

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

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2013

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

ERRATA            Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-13)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>		<u>Page No.</u>
105	Control of Work	1
107	Legal Regulations and Responsibility to Public	2
202	Earth and Rock Excavation	4
211	Topsoil and Compost	5
407	Hot-Mix Asphalt Pavement (Full-Depth)	6
420	Portland Cement Concrete Pavement	10
424	Portland Cement Concrete Sidewalk	12
503	Concrete Structures	13
504	Precast Concrete Structures	14
540	Box Culverts	15
603	Adjusting Frames and Grates of Drainage and Utility Structures	16
610	Shoulder Inlet with Curb	18
642	Shoulder Rumble Strips	19
643	Impact Attenuators	20
701	Work Zone Traffic Control and Protection	22
706	Impact Attenuators, Temporary	24
780	Pavement Striping	26
860	Master Controller	27
1006	Metals	28
1042	Precast Concrete Products	29
1073	Controller	30
1083	Elastomeric Bearings	31
1101	General Equipment	32
1106	Work Zone Traffic Control Devices	34

CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2013

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>PAGE NO.</u>
1	<input type="checkbox"/> Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-10) .....	35
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) .....	38
3	<input type="checkbox"/> EEO (Eff. 7-21-78) (Rev. 11-18-80) .....	39
4	<input type="checkbox"/> Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) .....	49
5	<input type="checkbox"/> Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13) .....	54
6	<input type="checkbox"/> Asbestos Bearing Pad Removal (Eff. 11-1-03) .....	59
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) .....	60
8	<input type="checkbox"/> Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) .....	61
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) .....	62
10	<input type="checkbox"/> Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) .....	65
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) .....	68
12	<input type="checkbox"/> Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) .....	70
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09) .....	74
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09) .....	76
15	<input type="checkbox"/> PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) .....	77
16	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) .....	79
17	<input type="checkbox"/> Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08) .....	80
18	<input type="checkbox"/> PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) .....	82
19	<input type="checkbox"/> Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) .....	83
20	<input type="checkbox"/> Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12) .....	84
21	<input type="checkbox"/> Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12) .....	88
22	<input type="checkbox"/> Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) .....	90
23	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07) .....	92
24	<input type="checkbox"/> Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07) .....	94
25	<input type="checkbox"/> Night Time Inspection of Roadway Lighting (Eff. 5-1-96) .....	95
26	<input type="checkbox"/> English Substitution of Metric Bolts (Eff. 7-1-96) .....	96
27	<input type="checkbox"/> English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) .....	97
28	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-13) .....	98
29	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13) .....	99
30	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-11) .....	102
31	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11) .....	110
32	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07).....	122

CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2013

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> .....	125
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07).....	126
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10) .....	127
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07) .....	128
LRS 5	<input checked="" type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07).....	129
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-13) .....	130
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-13).....	136
LRS 8	<b>Reserved</b> .....	142
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99) (Rev. 1-1-11).....	143
LRS 10	<b>Reserved</b> .....	144
LRS 11	<input checked="" type="checkbox"/> Employment Practices (Eff. 1-1-99).....	145
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-13) .....	147
LRS 13	<input checked="" type="checkbox"/> Selection of Labor (Eff. 1-1-99)(Rev. 1-1-12) .....	149
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09) .....	150
LRS 15	<input checked="" type="checkbox"/> Partial Payments (Eff. 1-1-07) .....	153
LRS 16	<input type="checkbox"/> Protests on Local Lettings (Eff. 1-1-07) (Rev. 1-1-13).....	154
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program (Eff. 1-1-08)(Rev. 1-8-08) .....	155
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt (Eff. 1-1-07) (Rev. 1-1-13).....	156

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

**SPECIAL PROVISION  
FOR  
WORK ZONE TRAFFIC CONTROL SURVEILLANCE**

**Effective: January 1, 1999**

**Revised: January 1, 2010**

**Revise Article 701.10 of the Standard Specifications to read:**

**“The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.”**

**Delete Articles 701.19(d) and Article 701.20(g) of the Standard Specifications.**

**CHECK SHEET #LRS4**

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

**SPECIAL PROVISION  
FOR  
FLAGGERS IN WORK ZONES**

**Effective: January 1, 1999**

**Revised: January 1, 2007**

**Revise the last paragraph of Article 701.13 of the Standard Specifications to read:**

**"Flaggers are required only when workers are present."**

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

**SPECIAL PROVISION  
FOR  
CONTRACT CLAIMS**

**Effective: January 1, 2002**

**Revised: January 1, 2007**

Revise the **second** sentence of subparagraph (a) of Article 109.09 of the Standard Specifications to read:

**"All claims shall be submitted to the Engineer."**

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

**"(e) Procedure. All Claims shall be submitted to the Engineer. The Engineer will consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgement, such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.**

**Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Engineer's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."**

**CHECK SHEET #LRS6**

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

SPECIAL PROVISION  
FOR  
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2002

Revised: January 1, 2013

Replace Article 102.01 of the Standard Specifications with the following:

**Prequalification of Bidders.** When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

**Issuance of Proposal Forms.** The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- (b) Uncompleted work which, in the judgement of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.

- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. 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.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the

## CHECK SHEET #LRS6

summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the bid prices for some items are, in the judgement of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

**CHECK SHEET #LRSS**

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

<u>Amount Bid</u>	<u>Proposal Guaranty</u>	
Up to	\$5,000	\$150
>\$5,000	\$10,000	\$300
>\$10,000	\$50,000	\$1,000
>\$50,000	\$100,000	\$3,000
>\$100,000	\$150,000	\$5,000
>\$150,000	\$250,000	\$7,500
>\$250,000	\$500,000	\$12,500
>\$500,000	\$1,000,000	\$25,000
>\$1,000,000	\$1,500,000	\$50,000
>\$1,500,000	\$2,000,000	\$75,000
>\$2,000,000	\$3,000,000	\$100,000
>\$3,000,000	\$5,000,000	\$150,000
>\$5,000,000	\$7,500,000	\$250,000
>\$7,500,000	\$10,000,000	\$400,000
>\$10,000,000	\$15,000,000	\$500,000
>\$15,000,000	\$20,000,000	\$600,000
>\$20,000,000	\$25,000,000	\$700,000
>\$25,000,000	\$30,000,000	\$800,000
>\$30,000,000	\$35,000,000	\$900,000
Over	\$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier's checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to

## CHECK SHEET #LRS6

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.

Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgement of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Award of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgement of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. The Contractor shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

## CHECK SHEET #LRS6

Execution of Contract. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute Contract. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 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 Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide."

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

SPECIAL PROVISION  
FOR  
EMPLOYMENT PRACTICES

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**Selection of Labor.** The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

**Equal Employment Opportunity.** 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, national origin, ancestry, age, marital status, physical or mental handicap or 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 hereof, it will determine the availability 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, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by 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 so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

## CHECK SHEET #LRS11

- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every 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 all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

SPECIAL PROVISION  
FOR  
SELECTION OF LABOR

Effective: January 1, 1999  
Revised: January 1, 2012

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

State of Illinois  
Department of Transportation

SPECIAL PROVISION  
FOR  
PARTIAL PAYMENTS

Effective: January 1, 2007

Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

"The State will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

When any payment is made directly to the State, payments for completed work shall have deducted the proportionate share of the cost to be borne by the State. The deduction will be the estimated cost to the State divided by the awarded contract value with this percentage applied to the value of work in place. Any adjustment to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments."

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

**SPECIAL PROVISION  
FOR  
SUBSTANCE ABUSE PREVENTION PROGRAM**

**Effective: January 1, 2008  
Revised: January 8, 2008**

In addition to all other labor requirements set forth in this proposal and in the Standard Specification for Road and Bridge Construction, adopted by the Department, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**Substance Abuse Prevention Program.** Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any subcontractor shall file with the public body engaged in the construction of the public works: a copy of the Substance Abuse Prevention Program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

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  
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999

Revised: January 2, 2013

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/idol/rates/rates.htm](http://www.state.il.us/agency/idol/rates/rates.htm). If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.  
  
The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

**BDE SPECIAL PROVISIONS**  
For the August 2 and September 20, 2013 Lettings

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development 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>
80240	1	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099	2	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80274	3	Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80309	4	Anchor Bolts	Jan. 1, 2013	
80192	5	Automated Flagger Assistance Device	Jan. 1, 2008	
* 80173	6	<b>Bituminous Materials Cost Adjustments</b>	<b>Nov. 2, 2006</b>	<b>Aug. 1, 2013</b>
80241	7	Bridge Demolition Debris	July 1, 2009	
80276	8	Bridge Relief Joint Sealer	Jan. 1, 2012	Aug. 1, 2012
50261	9	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	10	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	11	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	12	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80292	13	Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	April 1, 2013
80310	14	Coated Galvanized Steel Conduit	Jan. 1, 2013	
80198	15	Completion Date (via calendar days)	April 1, 2008	
80199	16	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	17	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	
80294	18	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	
80311	19	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80277	20	Concrete Mix Design – Department Provided	Jan. 1, 2012	
80261	21	Construction Air Quality – Diesel Retrofit	June 1, 2010	
80029	22	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
80312	23	Drain Pipe, Tile, Drainage Mat, and Wall Drain	Jan. 1, 2013	
80313	24	Fabric Bearing Pads	Jan. 1, 2013	
80265	25	Friction Aggregate	Jan. 1, 2011	
80229	26	Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80303	27	Granular Materials	Nov. 1, 2012	
80304	28	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Jan. 1, 2013
80169	29	High Tension Cable Median Barrier	Jan. 1, 2007	Jan. 1, 2013
80246	30	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80315	31	Insertion Lining of Culverts	Jan. 1, 2013	
80320	32	Liquidated Damages	April 1, 2013	
80045	33	Material Transfer Device	June 15, 1999	Jan. 1, 2009
80297	34	Modified Urethane Pavement Marking	April 1, 2012	
80165	35	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80253	36	Movable Traffic Barrier	Jan. 1, 2010	Jan. 1, 2013
80231	37	Pavement Marking Removal	April 1, 2009	
80298	38	Pavement Marking Tape Type IV	April 1, 2012	
80254	39	✓ Pavement Patching	Jan. 1, 2010	
80321	40	✓ Pavement Removal	April 1, 2013	
80022	41	✓ Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80316	42	Placing and Consolidating Concrete	Jan. 1, 2013	
80278	43	Planting Woody Plants	Jan. 1, 2012	Aug. 1, 2012
80305	44	Polyurea Pavement Markings	Nov. 1, 2012	Jan. 1, 2013
80279	45	Portland Cement Concrete	Jan. 1, 2012	Jan. 1, 2013
80300	46	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80218	47	Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2012
80219	48	Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2012
80220	49	Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	April 1, 2012
80221	50	Preventive Maintenance – Slurry Seal	Jan. 1, 2009	April 1, 2012
80281	51	Quality Control/Quality Assurance of Concrete Mixtures	Jan. 1, 2012	Jan. 1, 2013
34261	52	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	53	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	54	✓ Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 1, 2013
80283	55	✓ Removal and Disposal of Regulated Substances	Jan. 1, 2012	Nov. 2, 2012
80319	56	✓ Removal and Disposal of Surplus Materials	Nov. 2, 2012	
80224	57	Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	Jan. 1, 2012
80307	58	Seeding	Nov. 1, 2012	
80127	59	Steel Cost Adjustment	April 2, 2004	April 1, 2009
* 80255	60	Stone Matrix Asphalt	Jan. 1, 2010	Aug. 1, 2013
80143	61	Subcontractor Mobilization Payments	April 2, 2005	April 1, 2011
80317	62	Surface Testing of Hot-Mix Asphalt Overlays (NOTE: This special provision was previously named "Surface Testing of Pavements".)	Jan. 1, 2013	
80308	63	Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Nov. 1, 2012	
80286	64	Temporary Erosion and Sediment Control	Jan. 1, 2012	
80225	65	Temporary Raised Pavement Marker	Jan. 1, 2009	
80256	66	Temporary Water Filled Barrier	Jan. 1, 2010	Jan. 1, 2013
80301	67	Tracking the Use of Pesticides	Aug. 1, 2012	
80273	68	✓ Traffic Control Deficiency Deduction	Aug. 1, 2011	
20338	69	Training Special Provisions	Oct. 15, 1975	
80318	70	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2013
80270	71	Utility Coordination and Conflicts	April 1, 2011	Jan. 1, 2012
80288	72	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2012
80302	73	Weekly DBE Trucking Reports	June 2, 2012	
80289	74	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	75	✓ Working Days	Jan. 1, 2002	

The following special provisions have been deleted from use:

80271 Safety Edge

The following special provisions are either in the 2013 Standard Specifications, the 2013 Recurring Special Provisions, or the special provisions Portland Cement Concrete, QC/QA of Concrete Mixtures, or Placing and Consolidating Concrete:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80275	Agreement to Plan Quantity	Article 202.07	Jan. 1, 2012	
80291	Calcium Chloride Accelerator for Class PP-2 Concrete	Recurring CS #28	April 1, 2012	
80237	Construction Air Quality – Diesel Vehicle Emissions Control	Articles 105.03 and 107.41	April 1, 2009	Jan. 2, 2012
80239	Construction Air Quality – Idling Restrictions	Articles 105.03 and 107.41	April 1, 2009	
80177	Digital Terrain Modeling for Earthwork Calculations	Recurring CS #32	April 1, 2007	
80272	Drainage and Inlet Protection Under Traffic	Articles 603.02 and 603.07	April 1, 2011	Jan. 1, 2012
80228	Flagger at Side Roads and Entrances	Articles 701.13 and 701.20	April 1, 2009	
80109	Impact Attenuators	Section 643	Nov. 1, 2003	Jan. 1, 2012
80110	Impact Attenuators, Temporary	Section 706	Nov. 1, 2003	Jan. 1, 2012
80203	Metal Hardware Cast into Concrete	Articles 503.02, 504.02, and 1006.13	April 1, 2008	Jan. 1, 2012
80290	Payrolls and Payroll Records	Recurring CS #5	Jan. 2, 2012	
80299	Portland Cement Concrete Inlay or Overlay	Recurring CS #29	April 1, 2012	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80280	Portland Cement Concrete Sidewalk	Article 424.07	Jan. 1, 2012	
80152	Self-Consolidating Concrete for Cast-In-Place Construction	The following special provisions: Portland Cement Concrete, QC/QA of Concrete Mixtures and Placing and Consolidating Concrete	Nov. 1, 2005	April 1, 2012
80132	Self-Consolidating Concrete for Precast and Precast Prestressed Products	The following special provisions: Portland Cement Concrete, QC/QA of Concrete Mixtures and Placing and Consolidating Concrete	July 1, 2004	April 1, 2012
80284	Shoulder Rumble Strips	Article 642.05	Jan. 1, 2012	
80285	Sidewalk, Corner or Crosswalk Closure	Articles 701.03, 701.15, and 1106.02	Jan. 1, 2012	
80075	Surface Testing of Pavements (Section 406 overlay portion will remain a special provision and will now be called "Surface Testing of HMA Overlays".)	Articles 407.09, 407.12, 420.10, 420.20, and 1101.10	April 1, 2002	Jan. 1, 2007
80287	Type G Inlet Box	Article 610.09	Jan. 1, 2012	

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

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

## **PAVEMENT PATCHING (BDE)**

**Effective: January 1, 2010**

**Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:**

**"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."**

**80254**

**PAVEMENT REMOVAL (BDE)**

Effective: April 1, 2013

Revise Article 440.07(c) of the Standard Specifications to read:

"(c) Adjustment of Quantities. The quantity of pavement removal will be adjusted if the thickness of the existing pavement varies more than 15 percent from that shown on the plans. The quantity will be either increased or decreased according to the following table.

% change of thickness	% change of quantity
0 to less than 15	0
15 to less than 20	10
20 to less than 30	15
30 to less than 50	20

If the thickness of the existing pavement varies by 50 percent or more from that shown on the plans, the character of the work will be considered significantly changed and an adjustment to the contract will be made according to Article 104.02.

When an adjustment is made for variations in pavement thickness a resulting adjustment will also be made in the earthwork quantities when applicable.

No adjustment will be made for variations in the amount of reinforcement."

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

## **RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)**

Effective: November 1, 2012

Revise: January 1, 2013

Revise Section 1031 of the Standard Specifications to read:

### **"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES**

**1031.01 Description.** Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

**1031.02 Stockpiles.** RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100% of FRAP Shall Pass
IL-25.0	2 in. (50 mm)
IL-19.0	1 1/2 in. (40 mm)
IL-12.5	1 in. (25 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or "All Other" (as defined by Article 1030.04(a)(3)) mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise approved by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

**1031.03 Testing.** RAP/FRAP and RAS testing shall be according to the following.

- (a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

- (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

- (2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Each sample shall be split to obtain two equal samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

- (b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Illinois Department of Transportation Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a  $\leq 1000$  ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

**1031.04 Evaluation of Tests.** Evaluation of tests results shall be according to the following.

- (a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable  $G_{mm}$ . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		$\pm 5\%$
1/2 in. (12.5 mm)	$\pm 8\%$	$\pm 15\%$
No. 4 (4.75 mm)	$\pm 6\%$	$\pm 13\%$
No. 8 (2.36 mm)	$\pm 5\%$	
No. 16 (1.18 mm)		$\pm 15\%$
No. 30 (600 $\mu\text{m}$ )	$\pm 5\%$	
No. 200 (75 $\mu\text{m}$ )	$\pm 2.0\%$	$\pm 4.0\%$
Asphalt Binder	$\pm 0.4\%$ <sup>1/</sup>	$\pm 0.5\%$
$G_{mm}$	$\pm 0.03$	

1/ The tolerance for FRAP shall be  $\pm 0.3\%$ .

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the

RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

- (b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

#### **1031.05 Quality Designation of Aggregate in RAP/FRAP.**

- (a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

**1031.06 Use of RAP/FRAP and/or RAS in HMA.** The use of RAP/FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.
- (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given N Design.

- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.
- (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

**RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage**

HMA Mixtures <sup>1/, 2/</sup>	RAP/RAS Maximum ABR %		
	Ndesign	Binder/Leveling Binder	Surface
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS tables listed below for the given N design.

**Level 1 - FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage**

HMA Mixtures <sup>1/, 2/</sup>	Level 1 - FRAP/RAS Maximum ABR %		
	Ndesign	Binder/Leveling Binder	Surface
30	35	35	10

50	30	25	10
70	25	20	10
90	20	15	10
105	10	10	10

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 20 percent.

**Level 2 – FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage**

HMA Mixtures <i>1/, 2/</i>	Level 2 – FRAP/RAS Maximum ABR %		
	Binder/Leveling Binder	Surface	Polymer Modified <sup>3/</sup> <sub>4/</sub>
30	40	40	10
50	40	30	10
70	30	20	10
90	30	20	10
105	30	15	10

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.

4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

**1031.07 HMA Mix Designs.** At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the above detailed requirements.

FRAP/RAS mix designs exceeding the Level 1 FRAP/RAS Maximum ABR percentages shall be tested prior to submittal for verification, according to Illinois Modified AASHTO T 324 (Hamburg Wheel) and shall meet the following requirements.

Asphalt Binder Grade	# Repetitions	Max. Rut Depth in. (mm)
PG76-XX	20,000	1/2 (12.5)
PG70-XX	15,000	1/2 (12.5)
PG64-XX	7,500	1/2 (12.5)
PG58-XX	5,000	1/2 (12.5)

(a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS designs shall be submitted for volumetric verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.

(b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

**1031.08 HMA Production.** Mixture production where the FRAP/RAS ABR percentage exceeds the Level 1 limits, shall be sampled within the first 500 tons (450 metric tons) on the first day of production with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture conformance is demonstrated prior to start of mix production for a State contract.

(a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP/FRAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within  $\pm 0.5$  percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

When producing HMA containing RAS, a positive dust control system shall be utilized.

- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

- (1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

- (2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.

- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- f. RAP/FRAP/RAS weight to the nearest pound (kilogram).
- g. Virgin asphalt binder weight to the nearest pound (kilogram).
- h. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

**1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012

Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

**"669.01 Description.** This work shall consist of the transportation and proper disposal of contaminated soil and water. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities."

Revise Article 669.08 of the Standard Specifications to read:

**"669.08 Contaminated Soil and/or Groundwater Monitoring.** The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

**"669.09 Contaminated Soil and/or Groundwater Management and Disposal.** The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) **Soil Analytical Results Exceed Most Stringent MAC.** When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
  - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
  - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than  $10^{-7}$  cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer."

Revise Article 669.14 of the Standard Specifications to read:

**"669.14 Final Environmental Construction Report.** At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic

and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal."

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

"The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL."

## **REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)**

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

**"202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials.** Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm)."

**TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)**

Effective: August 1, 2011

Revise the third sentence of the third paragraph of Article 105.03(b) of the Standard Specifications to read:

“The daily monetary deduction will be \$2,500.”

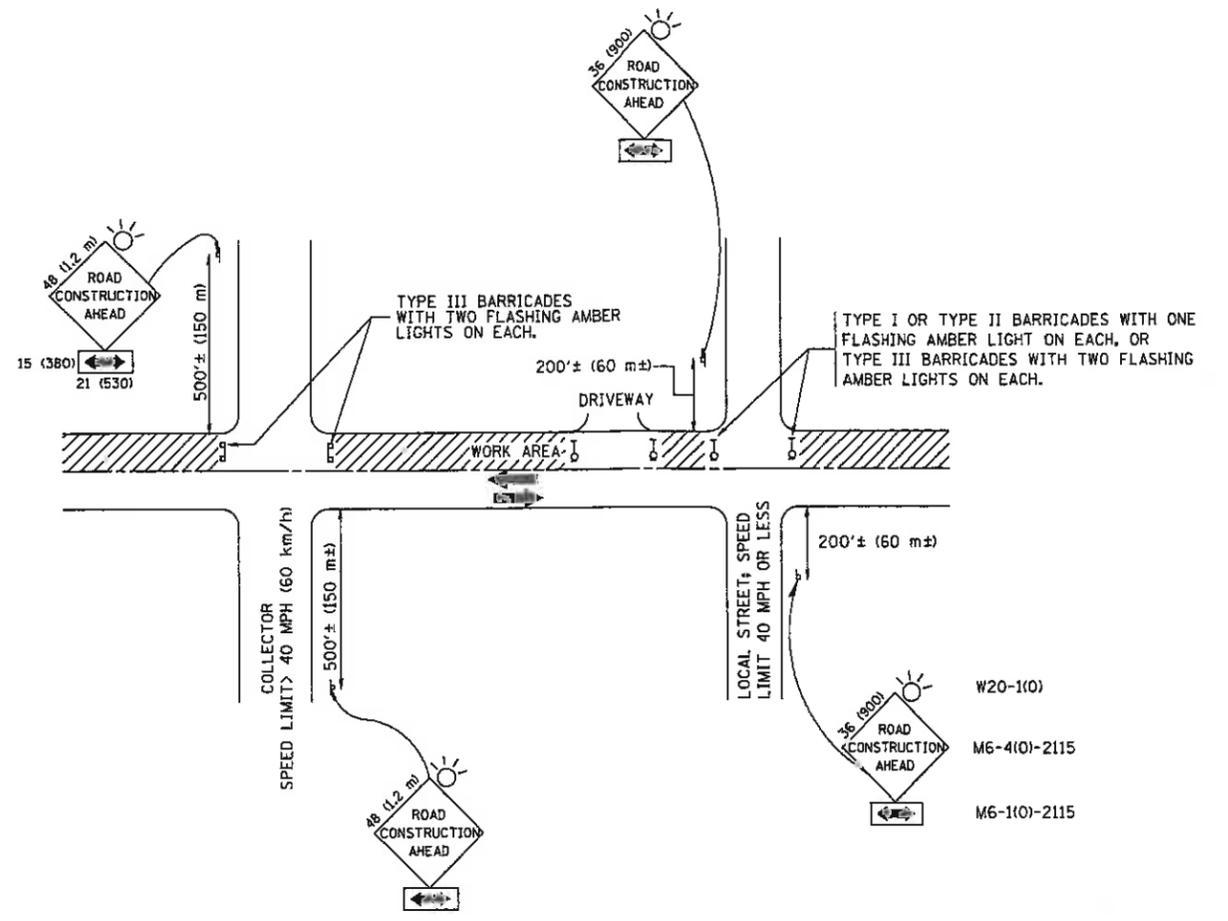
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**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within **25** working days.

80071



TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS

NOTES:

- A. FOR NO LANE RESTRICTION ON THE SIDE ROAD OR DRIVEWAYS:
  1. SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (60 km/h) OR LESS AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
    - a) ONE ROAD CONSTRUCTION AHEAD SIGN 36 x 36 (900x900) WITH A FLASHER AND FLAG MOUNTED ON IT APPROXIMATELY 200' (60 m) IN ADVANCE OF THE MAIN ROUTE.
    - b) THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE I, TYPE II OR TYPE III BARRICADES, 1/3 OF THE CROSS SECTION OF THE CLOSED PORTION.
  2. SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (60 km/h) AS SHOWN ON THE DRAWING AND AS DIRECTED BY THE ENGINEER:
    - a) 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.
    - b) THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BLOCKING WITH TYPE III BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
  3. WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE SIGNING AND THE WORK ZONE, A SINGLE HEADED ARROW (M6-1) SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW (M6-4).
- B. FOR A LANE CLOSURE ON A SIDE ROAD OR DRIVEWAY:
 

USE APPLICABLE PORTIONS OF THE TYPICAL APPLICATION OF TRAFFIC CONTROL DEVICES (STD. 701501, STD. 701606 OR THE APPROPRIATE STANDARD). THE SPACING OF SIGNS AND BARRICADES SHALL BE ADJUSTED FOR FIELD CONDITIONS AS DIRECTED BY THE ENGINEER. THE DIRECTIONAL ARROW SHALL BE COVERED OR REMOVED WHEN NO LONGER CONSISTENT WITH THE SIDE ROAD LANE CLOSURE.

  - C. ADVANCE WARNING SIGNS ARE TO BE OMITTED ON DRIVEWAY UNLESS OTHERWISE NOTED.
  - D. THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCIDENTAL TO THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR ITEMS.

All dimensions are in millimeters (inches) unless otherwise shown.

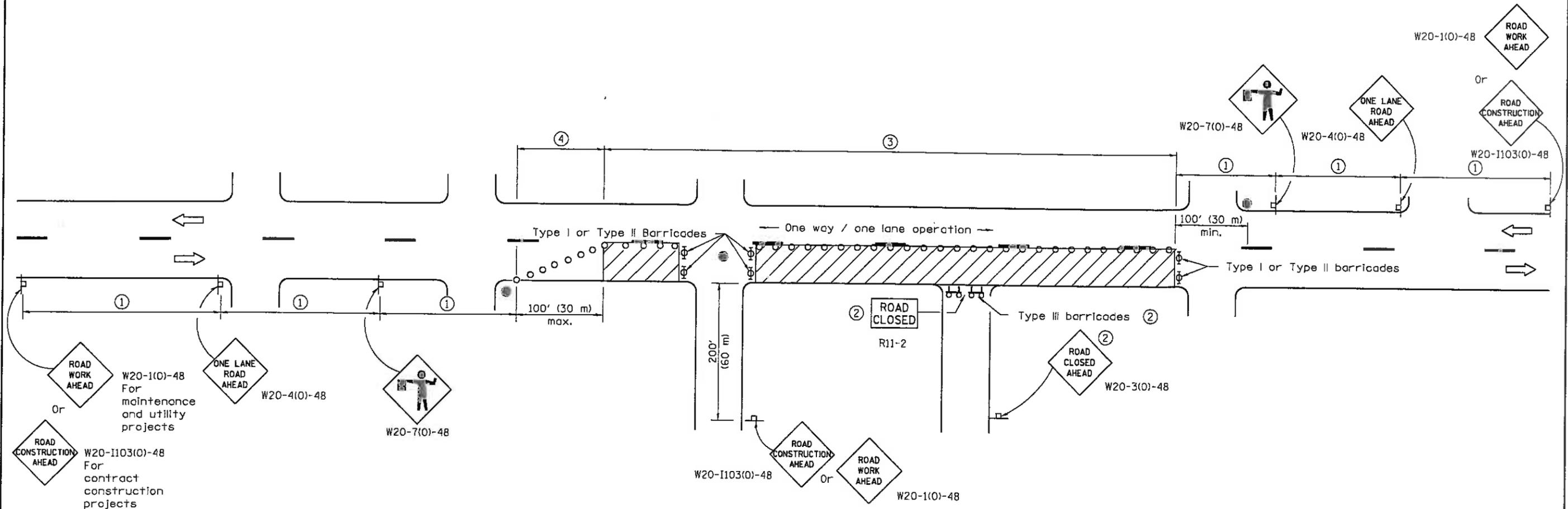
FILE NAME *	USER NAME = geglienobt	DESIGNED - LHA	REVISED - J. OBERLE 10-18-95
W:\data\td\22x34\tr\tr.dgn		DRAWN -	REVISED - A. HOUSEH 03-06-96
	PLOT SCALE = 50.800 "/ IN.	CHECKED -	REVISED - A. HOUSEH 10-15-96
	PLOT DATE = 1/4/2008	DATE - 06-89	REVISED - T. RAMMACHER 01-06-00

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL AND PROTECTION FOR  
SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS  
SCALE: NONE SHEET NO. 1 OF 1 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
TC-10			CONTRACT NO.	
FED. ROAD DIST. NO. 1 (ILLINOIS) FED. AID PROJECT				





SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 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 at 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.

Illinois Department of Transportation

APPROVED January 1, 2011  
*James R. [Signature]*  
 ENGINEER OF SAFETY ENGINEERING

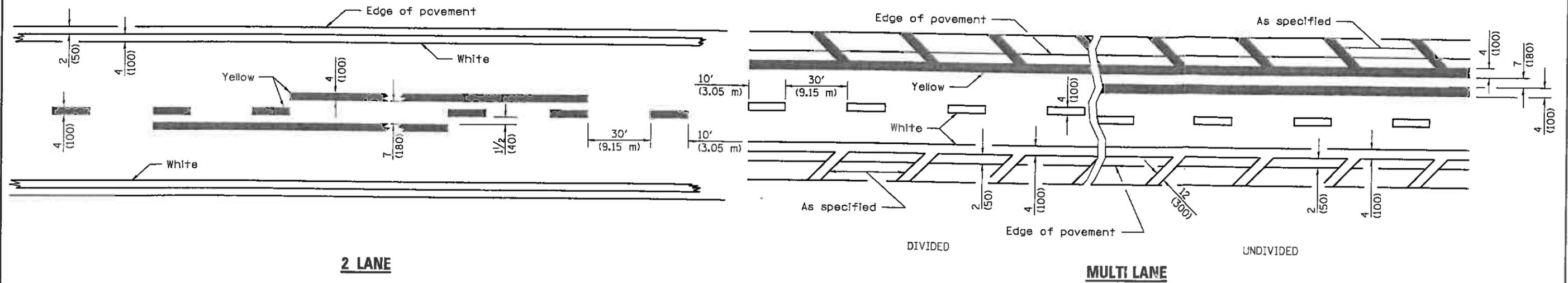
APPROVED January 1, 2011  
*[Signature]*  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

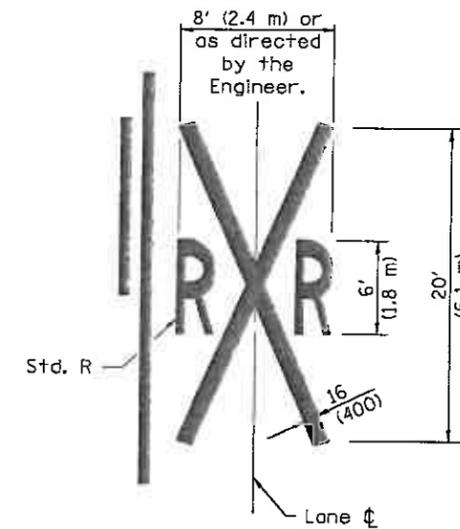
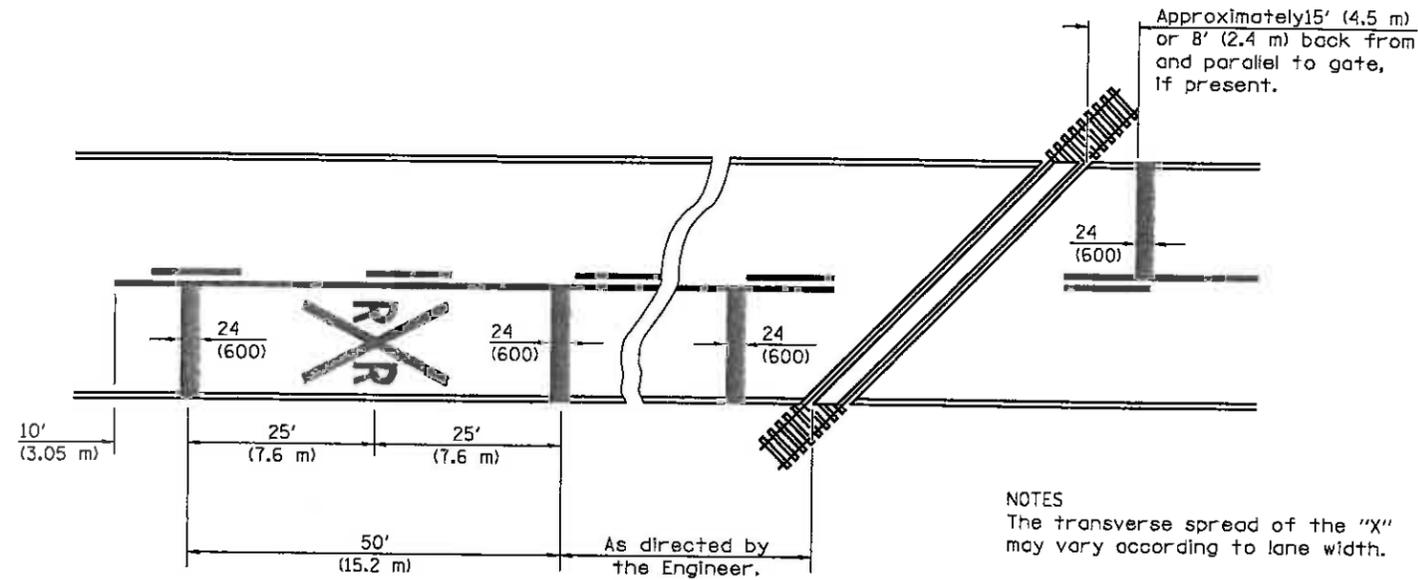
DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric). Corrected sign No.'s.

**URBAN LANE CLOSURE,  
2L, 2W, UNDIVIDED**

**STANDARD 701501-06**



**LANE AND EDGE LINES**



**NOTES**  
 The transverse spread of the "X" may vary according to lane width.  
 On multi-lane roads, the stop lines shall extend across all approach lanes and separate RXR symbols shall be placed adjacent to each other in each lane.  
 When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 11-1, condition B of the MUTCD.

**PAVEMENT MARKINGS AT RAILROAD-HIGHWAY GRADE CROSSING**

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-99	Rev. dimen. & added 3rd note to pav't markings @ RR-Hwy grade Xing.

**TYPICAL PAVEMENT MARKINGS**

(Sheet 1 of 2)

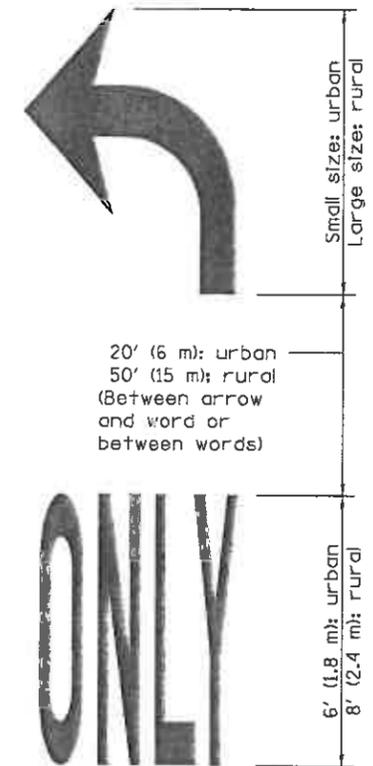
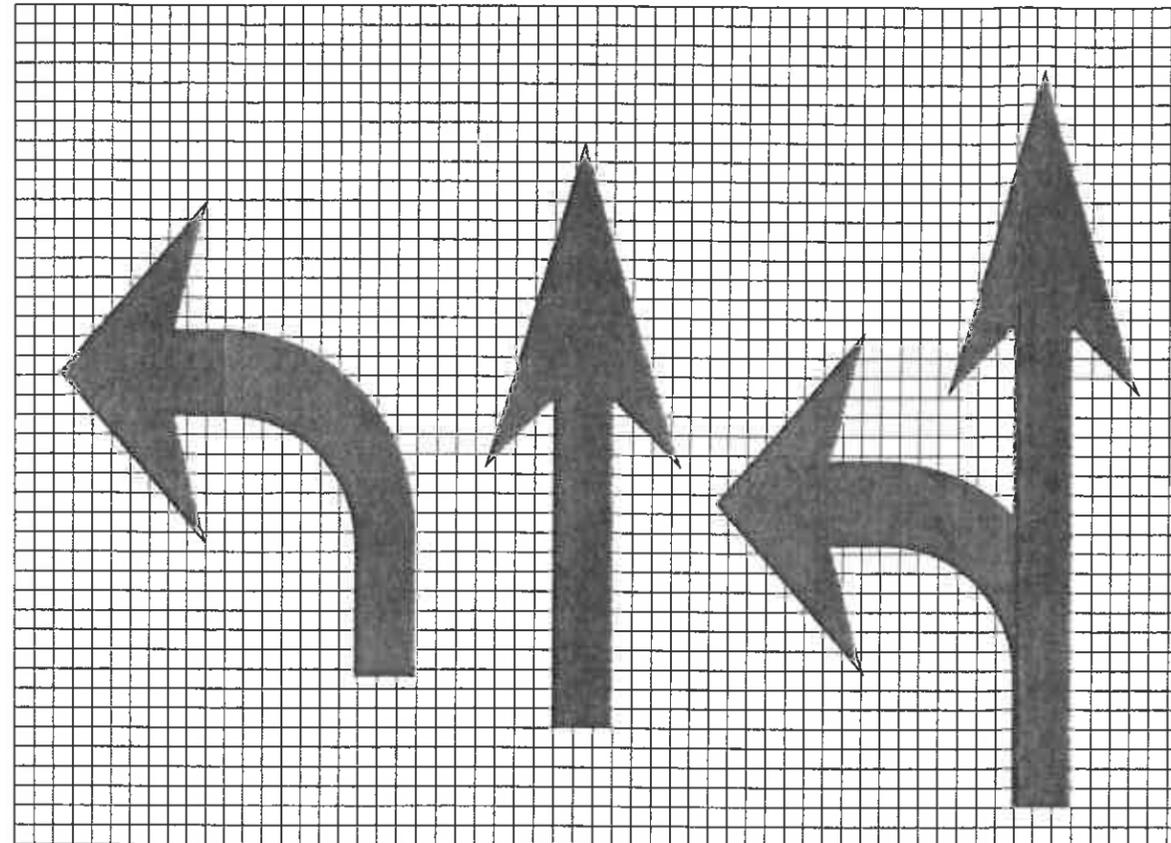
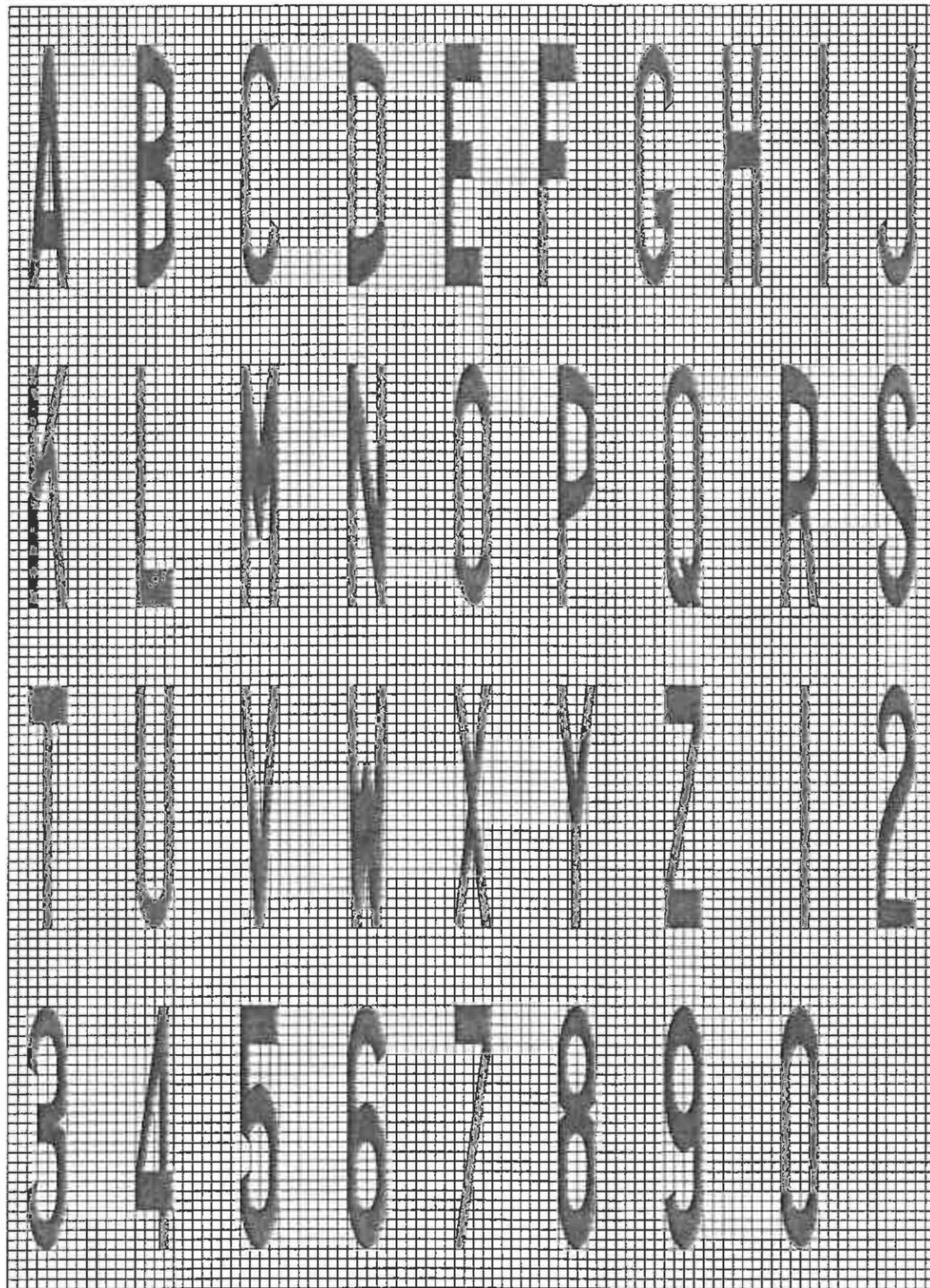
**STANDARD 780001-02**

Illinois Department of Transportation

APPROVED January 1, 2009  
 ENGINEER OF OPERATIONS

APPROVED January 1, 2009  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

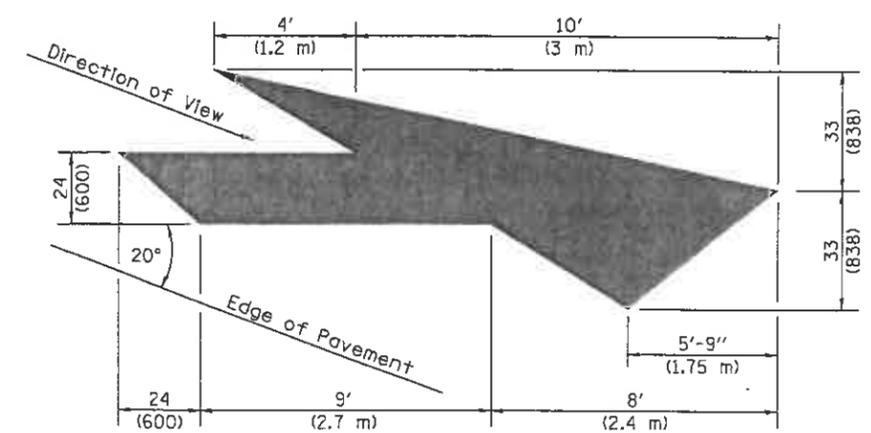


**WORD AND ARROW LAYOUT**

Legend Height	Arrow Size	a
6' (1.8 m)	Small	2.9 (74)
8' (2.4 m)	Large	3.8 (96)

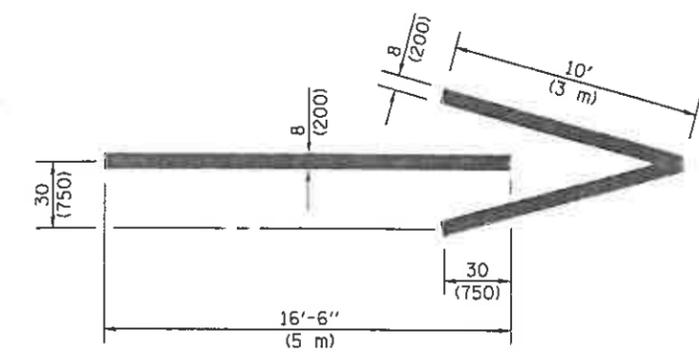
The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

**LETTER AND ARROW GRID SCALE**



**LANE DROP ARROW**

Right lane drop arrow shown. Use mirror image for left lane.



**WRONG WAY ARROW**

**TYPICAL PAVEMENT MARKINGS**

(Sheet 2 of 2)

**STANDARD 780001-02**

Illinois Department of Transportation

APPROVED January 1, 2009  
*[Signature]*  
 ENGINEER OF OPERATIONS

APPROVED January 1, 2009  
*[Signature]*  
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

## Du Page County Prevailing Wage for July 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.950	16.35	0.000	0.380
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.250	14.46	0.400	0.610
ELECTRIC PWR EQMT OP		ALL		36.610	49.750	1.5	1.5	2.0	5.000	11.35	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		28.310	49.750	1.5	1.5	2.0	5.000	8.780	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		43.830	49.750	1.5	1.5	2.0	5.000	13.58	0.000	0.330
ELECTRIC PWR TRK DRV		ALL		29.310	49.750	1.5	1.5	2.0	5.000	9.090	0.000	0.220
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR	NE	ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
FENCE ERECTOR	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
IRON WORKER	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD	1	46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	2	44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	3	42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	4	40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	5	49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	6	47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	7	49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	2	43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	3	41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	4	40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	5	39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	6	47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	7	45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER E		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
ORNAMNTL IRON WORKER W		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER		ALL		40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000	1.250
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
FILEDRIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.09	0.000	1.710
PLASTERER		BLD		40.080	42.480	1.5	1.5	2.0	9.550	12.30	0.000	0.990
PLUMBER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.09	0.000	1.710
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER		BLD		42.510	44.510	1.5	1.5	2.0	10.04	12.01	0.000	0.780

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.75	8.350	0.000	0.450
STEEL ERECTOR	E ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STEEL ERECTOR	W ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON	BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend:

- RG (Region)
- TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
- C (Class)
- Base (Base Wage Rate)
- FRMAN (Foreman Rate)
- M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
- OSA (Overtime (OT) is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

## Explanations

### DUPAGE COUNTY

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

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

### EXPLANATION OF CLASSES

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

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

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal

of temporary road signs.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

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

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone,

granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

#### OPERATING ENGINEER - BUILDING

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

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

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

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

Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

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

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

Class 6. Field Mechanics and Field Welders

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

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

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

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

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

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

**TERRAZZO FINISHER**

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

**Other Classifications of Work:**

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

**LANDSCAPING**

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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS AUTHORIZING, APPROVING AND RATIFYING EXECUTION OF A CONTRACT FOR THE ACQUISITION OF THE PROPERTY COMMONLY DESCRIBED AS 835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS

**AGENDA NO.** 15

**AGENDA DATE:** 7/22/13

**STAFF REVIEW:** Tim Halik,  
Village Administrator

SIGNATURE: \_\_\_\_\_

*Tim Halik*

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

SIGNATURE: \_\_\_\_\_

*Tom Bastian Jr.*

**RECOMMENDED BY:** Tim Halik,  
Village Administrator

SIGNATURE: \_\_\_\_\_

*Tim Halik*

**REVIEWED & APPROVED BY COMMITTEE:**

YES

NO

N/A

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

The Village Board has recently considered the acquisition of the available property located adjacent to the Village Hall at 835 Midway Drive in order to further the Village's long-term space needs plan with regard to facilities. This property is .72 acres in area and contains a two-story 9,790 square foot office building built in 1979. The asking price is \$965,000.

The Village Board subsequently agreed to allow the Mayor and Village Administrator to engage in negotiations with the property owner's representative to determine potential terms of acquisition. A meeting was held on June 25, 2013 with the seller's agent to discuss terms, which were then shared with the property owners by the seller's agent.

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

On July 16, 2013, the Mayor authorized the Village Attorney to draft a Real Estate Purchase Contract. This Contract was submitted subject to Board approval to the seller's agent late in the day on July 16<sup>th</sup>. The property owner's attorney and the Village Attorney are currently working out the details of the Contract.

**ACTION PROPOSED:**

Pass the attached ordinance which will authorize, approve and ratify the Real Estate Purchase Contract which was submitted to the property owners on July 16, 2013.

ORDINANCE NO. 13-O-\_\_\_\_\_

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK,  
DUPAGE COUNTY, ILLINOIS AUTHORIZING, APPROVING  
AND RATIFYING EXECUTION OF A CONTRACT FOR THE  
ACQUISITION OF THE PROPERTY COMMONLY DESCRIBED AS  
835 MIDWAY DRIVE, WILLOWBROOK, ILLINOIS**

WHEREAS, the Village of Willowbrook ("Village") desires to purchase and has offered to acquire that certain property commonly described as 835 Midway Drive, Willowbrook, Illinois ("Property"); and

WHEREAS, the Owner of Record, as Owner, has accepted the Village's offer to acquire the Property, pursuant to that certain real estate purchase contract dated July 16, 2013 ("Contract"), a copy of which Contract is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the corporate authorities deem it advisable and necessary and in the best interest of the residents of the Village and the orderly redevelopment of the Village to authorize, approve and ratify the prior execution of, and to perform the obligations under, the Contract to acquire the Property.

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 corporate authorities of the Village hereby determine that it is advisable, necessary and in the best interest of the residents of the Village and the orderly development of the Village that the Village purchase the Property, in substantial accordance with the terms and provisions set forth in the Contract, attached hereto and made a part hereof as Exhibit "A," and for a total cost not to exceed the purchase price set forth in said Contract, plus or minus prorations and costs.

Section Two: The signature of the Village Mayor to acquire the Property, pursuant to the Contract, and the Village proceeding to purchase the Property, pursuant to the Contract, is hereby approved, authorized and ratified.

Section Three: The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and of the attached Contract.

Section Four: This Ordinance shall be in full force and effect upon and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED this 22<sup>nd</sup> day of July, 2013.

APPROVED

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

ROLL CALL VOTE:      Ayes: \_\_\_\_\_  
                                 Nays: \_\_\_\_\_  
                                 Abstentions: \_\_\_\_\_  
                                 Absent: \_\_\_\_\_

**REAL ESTATE PURCHASE CONTRACT**

THIS REAL ESTATE PURCHASE CONTRACT ("Contract") is made by and between (Owner of Record), an Illinois limited liability company ("Seller") and the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation ("Purchaser"). The Effective Date of this Contract ("Effective Date") shall be July 16, 2013.

1.  
**PROPERTY**

Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the following property ("Property"):

(a) The real property legally described on Exhibit A attached hereto with all buildings, improvements and fixtures located thereupon, commonly known as 835 Midway Drive, Willowbrook, Illinois 60527.

(b) The above described Property will be deemed to include the interests of Seller in (i) strips or gores, if any, between the Property and abutting lands, (ii) any land lying in or under the bed of any street, alley, road or right-of-way open or proposed, abutting or adjacent to the Property, (iii) any and all easements, rights-of-way or other appurtenances of any kind or nature which in any manner serve the Property, and (iv) all contract rights, lease rights and all other intangible rights owned by Seller and appurtenant to the Property, if any.

2.  
**PURCHASE PRICE**

The purchase price ("Purchase Price") for the Property shall be NINE HUNDRED THOUSAND and NO/100 DOLLARS (\$900,000.00). The Purchase Price shall be payable at closing, plus or minus prorations, adjustments and costs, as set forth herein, in cash or immediately available wired funds.

3.  
**DOCUMENTS**

Within five (5) days after execution of this Contract by Seller, Seller shall deliver to Purchaser complete, legible copies of all agreements, reports, documents, studies, surveys and information in Seller's possession or are under Seller's control relating to the Property (the "Seller's Documents"). If Closing does not take place for any reason other than the breach of this Agreement by Seller, Purchaser shall promptly return all Seller's Documents to Seller. Seller represents and warrants to Purchaser that Seller has no knowledge that any of Seller's Documents are material inaccurate, incomplete, false or misleading.

TITLE INSURANCE COMMITMENT; SURVEY

(a) Within ten (10) days following the Effective Date, Seller shall provide a current commitment from Chicago Title Insurance Company (the "Title Company") for an owner's policy of title showing title to the Property in the Seller, subject to the conditions and stipulations and general exceptions contained therein, without Standard Exceptions other than as specifically provided in this Contract and providing full extended coverage to be issued and to become effective, with respect to the Property, at the Closing, in the amount of the Purchase Price ("Title Commitment"), and accompanied by legible copies of documents affecting title as disclosed in the Title Commitment ("Title Documents"). If Schedule B of the Title Commitment Title Documents, or the Survey disclose matters that are unacceptable to Purchaser (in its sole discretion), Purchaser shall promptly, but in no event later than ten (10) days following Purchaser's receipt of the last of the Title Commitment Title Documents and Survey (as hereinafter defined), notify Seller of such unacceptable matters (the "Unpermitted Exceptions"). If Purchaser does not so notify Seller within such time period, all matters disclosed by the Title Commitment Title Documents and Survey shall be deemed "Permitted Exceptions." Seller shall have thirty (30) days following Purchaser's notice to have the Unpermitted Exceptions removed or to have the Title Company commit to insure against loss or damage that may be occasioned by the Unpermitted Exceptions. If Seller does not remove the Unpermitted Exceptions, or in the alternative, obtain the commitment for title insurance specified above as to the Unpermitted Exceptions, within the specified time, Purchaser may elect, upon notice to Seller given no later than at the Closing, to take title as it then is, in which event all title exceptions appearing in Schedule B of the Title Commitment and Survey objection and not removed by Seller shall be accepted by Purchaser ("Permitted Exceptions"). If Purchaser does not so timely elect, at the option of either Seller or Purchaser, this Contract shall terminate.

(b) Seller shall provide to Purchaser at Seller's sole cost and expense, an owner's policy of title insurance (the "Owner's Policy") from the Title Company pursuant to the Title Commitment. At Closing, the Title Company shall provide full extended coverage on the Owner's Policy over the Standard Exceptions raised by the Title Commitment, the cost of which shall be paid by Seller. Purchaser shall pay the cost of any additional endorsements to the Owner's Policy as may be selected by Purchaser.

(c) Within ten (10) business days after the Effective Date, Seller, at its sole cost and expense, shall deliver to Purchaser a current survey of the Property prepared by a surveyor licensed by the State in which the Property is located and certified to the Purchaser, the Title Company and such other parties as Purchaser shall designate to be prepared in accordance with the most recent Minimum Standard for ALTA/ACSM Land Title Surveys jointly established and adopted by ALTA and ACSM, setting forth the legal description and street address of the Property and any other Table A items 1-4, 6, 7(a), 7(b)(1), 7(c), 8-10, 11(b), 13, 14, and 16-18 ("Survey"). If the Survey discloses any such encroachment or violation or any exceptions to title or matters indicating possible rights of third parties other than the Permitted Exceptions, Seller shall have the Title Company issue its endorsement insuring against damage caused by such encroachments, violations or unpermitted exceptions, and provide evidence thereof to Purchaser within five (5) business days and notice thereof, and if Seller fails to have the same insured against (if permitted as aforesaid),

Purchaser may elect, within five (5) days of being advised of the Seller's or Title Company's inability or refusal to have the same insured against, to (i) terminate this Contract and the parties shall be released of all their obligations hereunder, or (ii) accept the Property subject to such encroachments, violations and unpermitted exceptions, without any reduction in the Purchase Price.

5.

INTENTIONALLY OMITTED

6.

TITLE

At the Closing, Seller shall convey good and indefeasible fee simple title to the Property to Purchaser or Purchaser's nominee by Special Warranty Deed, free and clear of any and all leases, tenancies and parties in possession, and subject to (a) general real estate taxes not yet due and payable (as hereinafter defined); (b) zoning and building laws and ordinances; (c) Permitted Exceptions; and (d) acts done or suffered by Purchaser or claims made by, through or under Purchaser.

7.

INTENTIONALLY OMITTED

8.

SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby warrants and represents that as of the date hereof and as of the Closing Date:

- (a) Seller owns good and marketable title to the Property.
- (b) Seller shall not willfully take any action after the date hereof which adversely affects title to the Property.
- (c) This Contract has been, and each and all of the other agreements, instruments and documents herein required to be made or delivered by Seller pursuant hereto have been, or on the Closing Date will have been, duly authorized and executed by Seller or on behalf of Seller, and when so executed, are and shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).
- (d) No suit, action, arbitration or other legal proceedings are pending or has been threatened against the Property or against the Seller with respect to the Property.
- (e) No bankruptcy, insolvency, composition with or assignment for the benefit of creditors, or similar action or proceeding, whether voluntary or involuntary, is pending or

threatened against Seller, and Seller has no intention of filing or commencing any such action or proceeding.

(f) As of closing, there shall be no existing contracts, leases, or options or rights of first refusal with respect to the Property.

(g) Seller is not a foreign person [as the term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA)] and Seller at Closing shall provide Purchaser with an affidavit to that effect in compliance with FIRPTA.

(h) Seller has received no written notice that any condemnation proceedings are threatened or contemplated against the Property.

(i) The execution and performance of this Agreement by Seller will not result in a breach of, or constitute a default under, or conflict with, any agreements or instruments, judgments, decrees, orders, or awards of any court, governmental body or arbitrator, or any laws, rules or regulations binding upon Seller or the Property.

The representations and warranties contained in this Section 8 shall not merge with the delivery of the deed and shall survive the Closing for a period of six (6) months. Notwithstanding anything to the contrary herein, Seller's liability and Purchaser's recourse for enforcement of any obligations or liabilities with respect thereto shall be limited to an amount that is equal to the Purchase Price.

9.

PURCHASER'S REPRESENTATIONS AND WARRANTIES

This Contract has been, and each and all of the other agreements, instruments and documents herein required to be made or delivered by Purchaser pursuant hereto have been, or on the Closing Date will have been, duly authorized and executed by Purchaser or on behalf of Purchaser and when so executed, are and shall be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights of creditors generally and, as to enforceability, the general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

10.

INTENTIONALLY OMITTED

11.  
CLOSING

(a) Subject to Purchaser's waiver or satisfaction of the Review Period contingencies, the purchase and sale of the Property ("Closing") shall be held at the offices of the Title Company within thirty (30) days after the Effective Date ("Closing Date") at 1:00 p.m., unless otherwise agreed upon by Seller and Purchaser or as required by the Contract.

(b) At the Closing, Seller shall execute and deliver to the Purchaser a recordable Warranty Deed free of all encumbrances or defects except those noted in Section 6 above conveying title to Purchaser.

(c) At the Closing, Seller shall execute and deliver to Purchaser and/or Title Company, as the case may be, all such further documents as may be reasonably necessary in order to complete all conveyances, transfers, sales and assignments herein provided.

(d) Seller and Purchaser shall execute and deliver Title Company's standard form of strict joint order escrow agreement, containing such additional or modified terms as may be mutually agreed upon by Seller and Purchaser.

(e) Seller and Purchaser shall jointly prepare and execute transfer declarations and a closing statement containing agreed upon prorations and closing figures.

(f) Possession of the Property shall be delivered by Seller to Purchaser at the Closing, in broom swept condition, free of all leases, tenancies and parties in possession.

12.  
CREDITS AND PRORATIONS

Real estate taxes and assessments for the current year shall be prorated between the parties based on 110% of the most recent assessed valuation multiplier and tax rate. Utilities and any other customary expenses shall be prorated between the parties as of the Closing Date, except for real estate taxes, which shall be prorated between Seller and Purchaser upon issuance of the actual tax bills. All prorations shall be final at Closing.

13.  
CLOSING COSTS

(a) Seller shall pay the costs of the title examination and owner's policy of title insurance with extended coverage over general exceptions, one-half the escrow charges of the Title Company, state and county real estate transfer taxes (unless exempt), and for releasing liens and encumbrances and recordation thereof.

(b) Purchaser shall pay for recording the deed, municipal transfer taxes (unless exempt), for any additional endorsements to the owner's title policy requested by Purchaser or Purchaser's

lender, for one-half the escrow charges of the Title Company and for inspection costs, if any, incurred during the Review Period.

(c) All other transfer taxes, costs, charges and expenses shall be paid as provided in this Contract, or in the absence of such provision, in accordance with applicable statutory provisions or if there are no such statutory provisions then in accordance with local custom. Except as otherwise provided in this Contract, each party shall pay its own legal, accounting and consulting fees.

14.  
REMEDIES

(a) If Seller breaches or defaults under this Agreement, Purchaser shall be entitled to all remedies available at law or equity and all such remedies shall be cumulative and not exclusive.

(b) If Purchaser breaches or defaults under this Agreement, then Seller's sole and exclusive remedy shall be to terminate this Contract and neither party shall have any further rights, duties or obligations.

(c) Any failure by either party to perform any provision of this Agreement, other than the requirement to close, shall not be deemed a default under this Agreement until such party has received written notice from the other party setting forth the alleged default and fails to cure such default within five (5) days of receipt of such notice.

15.  
RISK OF LOSS

(a) In the event of "minor" loss or damage [being defined for the purpose of this Contract as damage to the Property such that the Property could be repaired or restored, in the certified opinion of Seller's architect, to a condition (the "prior condition") substantially identical to that of the Property immediately prior to the event of damage at a cost equal to or less than \$25,000.00], this Contract shall remain in full force and effect provided Seller performs any necessary repairs prior to the Closing, or, at Seller's option, reduces the Purchase Price in an amount equal to the cost of such repairs in which event Seller shall retain all of Seller's right, title and interest to any claim and proceeds Seller may have with respect to any casualty insurance policies relating to the Property.

(b) In the event of a "major" loss or damage (being defined as any loss or damage which is not "minor" as defined hereinabove), Purchaser shall have the option of either: (a) terminating this Contract by notice to Seller; or (b) proceeding with the Closing, provided Seller shall pay to Purchaser any proceeds Seller receives from insurance claims made for such loss.

(c) Upon the Closing, full risk of loss with respect to the Property shall pass to Purchaser.

16.  
TIME OF ESSENCE

Time is of the essence to both Seller and Purchaser in the performance of this Contract, and they have agreed that strict compliance by both of them is required as to any date set out herein.

17.  
NOTICE

All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b) if mailed, on the third (3rd) business day after deposit in the United States certified or registered mail, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the party to be notified as following:

If to Purchaser: Village of Willowbrook  
7760 Quincy Street  
Willowbrook, IL 60527  
Attn: Tim Halik

with a copy to: Storino, Ramello & Durkin  
9501 W. Devon Avenue  
Suite 800  
Rosemont, IL 60018  
Attn: Nicholas S. Peppers

If to Seller: \_\_\_\_\_ (Owner of Record) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

18.

INTERPRETATION

The Section headings are inserted for convenience only and are in no way intended to interpret, define or limit the scope or content of this Contract or any provision hereof. If any party is made up of more than one person or entity, then all such persons and entities shall be included jointly and severally, even though the defined term for such party is used in the singular in this Contract. If any right of approval or consent by a party is provided for in this Contract, the party shall exercise the right promptly, in good faith and reasonably, unless this Contract expressly gives such party the right to use its sole discretion. The term "Business Day" shall mean Monday through Friday excluding holidays recognized by the state government of the State in which the Property is located. If any time period under this Contract ends on a day other than a Business Day, then the time period shall be extended until the next Business Day. If a time period under this Contract is five (5) days or less, it shall mean five (5) Business Days. Signatures transmitted via Facsimile or electronic mail shall be deemed original signatures.

19.

INTENTIONALLY OMITTED

20.

ASSIGNMENT

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The rights of Purchaser under this Contract may be assigned at any time. In the event that Purchaser assigns this Contract, Seller shall deal in all respects with the assignee as "Purchaser" under this Contract.

21.

COUNTERPART EXECUTION

This Contract may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

22.

GOVERNING LAW; VENUE; DISPUTE RESOLUTION

This Contract shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Illinois. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Contract shall be litigated only in court having situs within the County of DuPage, State of Illinois. Each party hereby consents and submits to the jurisdiction of any local, state or federal court located within said County and State. Each party hereby waives any right it may have to remove, transfer or change the venue of any litigation brought in accordance with this Section. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract then

the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses of litigation from the other party, which amounts may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which amounts shall be in addition to any other relief which may be awarded. For purposes of this Paragraph, the "prevailing party" shall be the party who is successful on any significant issue and achieves some material benefit in bringing suit, or who receives a judgment or successfully obtains affirmative relief in its favor on any significant issue or who successfully defends a claim. It is acknowledged that there may be more than one "prevailing party" where there are multiple claims or defenses and consequently there may be multiple awards made pursuant to this Paragraph and in such instance the parties hereby authorize the Court to make separate award findings and then set them off against each other as appropriate.

23.  
AMENDMENTS

No amendment, modification or termination of any provision of this Contract will be effective unless it is in writing and signed by all of the parties hereto.

24.  
SEVERABILITY

Any provision of this Contract which is prohibited, unenforceable or invalid will be deemed of no force or effect without invalidating the remaining provisions hereof.

25.  
ENTIRE AGREEMENT

This Contract sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Contract.

26.  
BROKERAGE COMMISSION

Seller and Purchaser each represents and warrants to the other that there is no broker or finder involved in this transaction or due a commission by reason thereof. Each party agrees to indemnify, defend and hold the other party harmless on account of any claim for a brokerage commission or finder's fee against that party, including reasonable attorneys' fees and the costs and expenses of litigation or arbitration incurred by reason of a demand for payment by such broker or finder.

IN WITNESS WHEREOF, this Contract shall be deemed executed by Purchaser and Seller on the date first written above.

SELLER:

PURCHASER:

\_\_\_\_\_

VILLAGE OF WILLOWBROOK

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

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

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

Name: Frank A. Trilla

Title: \_\_\_\_\_

Title: Village Mayor

EXHIBIT A

Legal Description

LOT 1 IN THE RESUBDIVISION OF LOT 14 IN WILLOWBROOK EXECUTIVE PLAZA,  
BEING A SUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 26, TOWNSHIP  
38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN.

Common Address: 835 Midway Drive, Willowbrook, Illinois 60527

PIN: 09-26-402-013-0000

MINUTES OF THE REGULAR MEETING OF THE BOARD OF POLICE COMMISSIONERS HELD ON MARCH 15, 2013 AT THE VILLAGE HALL OF THE VILLAGE OF WILLOWBROOK, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

The meeting was called to order by Chairman Schuler at the hour of 7:00 a.m.

2. ROLL CALL

Those present at roll call were Chairman William Schuler and Commissioner Joe Heery. Also present were Chief of Police Mark Shelton and Village Administrator Tim Halik.

ABSENT: Secretary Stephen Landsman.

A QUORUM WAS DECLARED

3. VISITORS' BUSINESS

None presented.

4. REVIEW AND APPROVE REGULAR MEETING MINUTES OF FEBRUARY 15, 2013

The Commission reviewed the minutes from the regular meeting held on February 15, 2013.

MOTION: Made by Commissioner Heery, seconded by Chairman Schuler, to approve the regular meeting minutes of February 15, 2013 as presented.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

5. COMMUNICATIONS

Administrator Halik gave an update on the Fiscal Year 2013/14 budget. He advised that there will be a budget workshop on March 18<sup>th</sup>, and final approval of the budget at the Village Board meeting held on April 22<sup>nd</sup>.

6. UNFINISHED BUSINESS

- a. APPROVAL - A RESOLUTION AMENDING THE RULES AND REGULATIONS OF THE BOARD OF POLICE COMMISSIONERS OF THE VILLAGE OF WILLOWBROOK, STATE OF ILLINOIS, ADOPTED DECEMBER 21, 2012

Chairman Schuler reviewed that on February 25, 2013, the Village Board approved an amendment to the ordinance pertaining to the minimum eligibility requirements of patrol officers. The BOPC is now required to adopt a resolution for the amended Rules and Regulations.

MOTION: Made by Commissioner Heery, seconded by Chairman Schuler, to adopt Resolution No. 13-BPCR-01.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

7. NEW BUSINESS

- a. NEW PATROL OFFICER STATUS/HIRING

Chief Shelton reviewed the testing results of Dylan Trainor, who was the number one candidate on the final eligibility list. Chief Shelton advised that if Mr. Trainor passes his medical evaluation and P.O.W.E.R. test, he would begin training at the police academy on April 8, 2013.

MOTION: Made by Chairman Schuler, seconded by Commissioner Heery, to hire Dylan Trainor subject to successfully passing a medical evaluation and, following an interview with the Chief of Police, at the sole discretion of the Chief of Police.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

Chairman Schuler advised that the BOPC has the authority to conduct an oral interview with this candidate. However, due to time and availability, the BOPC elects to not conduct an interview of this candidate at this time.

Chairman Schuler asked Chief Shelton to recommend an alternative assessment center type process for promotional eligibility testing. Due to the time involved in establishing a promotional eligibility list, the BOPC should be familiar and comfortable

with the assessment center type process offered by qualified vendors and select a testing agency in advance when called upon to post a promotional eligibility list if and when it should become necessary.

8. ADJOURNMENT

MOTION: Made by Chairman Schuler, seconded by Commissioner Heery, to adjourn the meeting at the hour of 7:17 a.m.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

July 19, 2013

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY JUNE 10, 2013 AT 6:00 P.M. IN THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, ILLINOIS.

**1. CALL TO ORDER**

The meeting was called to order by Trustee Oggerino at 6:00 p.m.

**2. ROLL CALL**

Those present at roll call were Trustee Paul Oggerino, Mayor Frank Trilla, Management Analyst Garrett Hummel, and Executive Secretary Cindy Stuchl.

**3. APPROVAL OF MINUTES**

Minutes of the Regular Finance and Administration Committee held on Monday, May 13, 2013 were reviewed. Motion to approve made by Trustee Oggerino. Motion carried.

**4. DISCUSSION - Electronic Archive File Storage Project, Datamation Imaging Services Co., Inc.**

Executive Secretary Stuchl began the discussion by providing some background on the topic. The document archival project was presented at the 2012 Budget Workshop under future budget considerations. The decision was made to form a committee comprised of both Village and Police Department staff. The committee met with a couple of document management companies. Datamation Imaging Services out of Willowbrook was selected by the committee as providing the best services to meet the Village's needs.

During the 2013 Budget Workshop, the Board approved funding based on the proposal provided by Datamation. The proposal included the data archiving of all storage boxes located in the garage and back file room as well as Datamation's archival software complete with two scanners and training. Trustee Oggerino asked if the proposal came in around the budgeted amount. Executive Secretary Stuchl responded that there was \$120,000 budgeted for the project and the proposal came in just below that amount.

**5. REPORT - Monthly Reports - May 2013**

The Committee reviewed and highlighted the items below for the month May.

- Total cash outlay for all Village funds - \$1,175,287 (fiscal year to date is \$1,175,287)  
Analyst Hummel noted that this amount includes three payrolls and the SLEP buyout.
- Avg. daily outlay of cash for all Village funds - \$37,912 (fiscal year to date is \$37,912)
- Avg. daily expenditures for the general fund - \$24,649 (fiscal year to date is \$24,649)
- Avg. payroll for active employees including all funds - \$150,551 (payroll year to date is \$150,551)

**6. REPORT - Sales Tax, Income Tax, Utility Tax, Places of Eating Tax, Fines, Red Light Fines, Building Permits, Water Revenues, Hotel/Motel Tax and Motor Fuel Tax**

- Sales tax receipts - \$250,138 down 4.24% from the prior year, 2.2% over budget.

- Income Tax receipts - \$145,711 up 35.79% compared to the prior year, 44.0% over budget.

Analyst Hummel noted that the State of Illinois is 2 months behind in remittances. Trustee Oggerino inquired as to the cause for the dramatic increase. Analyst Hummel stated he would confirm with Director Dittman.

- Utility tax receipts - \$90,574 down 2.72% from the prior year, 2.0% below budget, consisting of:
  - Telecomm tax - \$42,452, up 0.6%
  - Northern IL Gas - \$19,790, up 79.6%
  - ComEd - \$28,332, down 29.0%
- Places of Eating Tax receipts - \$39,097 up 4.48% compared to the prior year, 8.5% over budget
- Fines - \$14,525 up 19.75% compared with the prior year, 23.32% over budget
- Red Light Fines - \$57,075 up 15.0% from the prior year, 18.5% over budget
- Building Permit receipts - \$21,304 down 35.22% from the prior year
- Water sales receipts - \$160,088 up 2.29% from the prior year, 17.09% under budget

Analyst Hummel noted that the Village's water rates increased by 25% on May 1, 2013.

- Hotel/Motel Tax receipts - \$7,112 up 57.48% compared with the prior year, 54.3% over budget
- Motor Fuel Tax receipts - \$14,687 down 11.41% compared with the prior year, 5.1% over budget

The reports above were approved by Trustee Oggerino.

#### **7. VISITORS' BUSINESS**

There were no visitors present at the meeting.

#### **8. COMMUNICATIONS**

There were no communications received.

#### **9. ADJOURNMENT**

Motion to adjourn was made by Trustee Oggerino.

The meeting was adjourned at 6:25 p.m.

(Minutes transcribed by: Garrett Hummel, 6/19/13)

MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, JUNE 10, 2013 IN THE VILLAGE HALL, 7760 QUINCY STREET, IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

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1. CALL TO ORDER

Chairman Mistele called the meeting to order at 6:00 PM.

2. ROLL CALL

Those present at roll call were Chairman Mike Mistele, Trustee Suzanne Berglund, and Administrator Tim Halik. Absent: None.

3. APPROVAL OF MINUTES

After review of the draft minutes from the May 13, 2013 Regular Meeting of the Municipal Services Committee, Chairman Mistele made a motion to approve the minutes as presented. Trustee Berglund seconded the motion. Motion carried.

4. DISCUSSION – Emerald Ash Borer (EAB) Management Plan - Status Update

Administrator Halik advised the Committee that the Village is currently out-to-bid for Tree and Stump Removal Services as part of our Emerald Ash Borer Management Plan. The scope of work of this bid includes the removal of approximately 239 identified trees located on Village right-of-ways, park property, and other Village owned facilities and premises. The public bid opening for this project will be held on June 26th, and a contract potentially awarded at the July 8th Village Board meeting. Halik advised that after distributing the legal notice for this public bid, and quite unexpectedly, IDOT took a position on the question of applicability of the Illinois Prevailing Wage Act to projects such as this. Halik advised that their final position, which is good news for the Village, is that landscape maintenance projects such as ours are not required to comply with the Act provided the bid document clearly identifies this. Therefore, in order to comply, on May 29th staff issued Addendum One to the bid clarifying that the work does not fall under the coverage of the Act. Halik shared that staff is also beginning to develop a separate Tree Planting and Mulching Services bid document, again with the assistance of our forestry consultant, Natural Path. Once completed, this separate public bid will be sent out to seek competitive bids for replanting the approximate 239 trees which will be removed in accordance with the first contract. As part of the planting project, the Village must obtain the replacement trees. So, we have made arrangements with Hinsdale Nursery to purchase 109 replacement trees which will be held for us until the fall season. This action was necessary due to the fact that the species of trees purchased are typically only recommended to be dug from the nursery yard in the spring. Hinsdale Nursery also offered the Village a substantial discount on these trees, and will hold them for us free of charge. Lastly, Halik advised that staff is continuing to develop a resident information packet so citizens are informed of tree removal work scheduled on adjacent Village property. The intent would be that residents are well aware of the project before the actual tree removal work begins. As part of this notice initiative, residents will be afforded an opportunity to provide feedback on the preferred species of tree to be replanted. They will be able to access the internet to view images of adult trees of various species to determine their preference. However, to ensure a variety of tree species make up of Village stock of trees, the Village will have final authority on determining how many of each species will be planted. Chairman Mistele asked whether

multiple contractors plan on bidding on the contract currently out for bid. Administrator Halik responded that he hopes so, but did receive concerns from potential bidders regarding the private participation component of the bid. Their concern is that if there were access issues, such as a tree located in a fenced in rear yard where no vehicles could get to it, this would create much extra work for the contractor. Depending on their bid price for the private work, they could potentially lose money. Halik advised that he was considering issuing another Addendum containing a statement that if the Village agreed that there were reasonable access issues in removing a tree on private property, we could relinquish the contractor's obligation to perform the work at the bid price and the contractor could negotiate directly with the property owner on a price to perform the removal service. Chairman Mistele suggested that perhaps we limit the area in which the private removal work would be done, such as within the front yard setback only. Trustee Berglund stated that may be a better option, rather than putting Village staff in the middle of a potential issue. Halik stated that he would consider options, but did want to issue an Addendum to address the matter to ensure contractors would bid on the private participation work.

5. REPORT – Municipal Services Department

- a. Administrator Halik reviewed the monthly permit activity report for May showing that we have taken in about \$21,000 in permit revenue for the month. Halik advised that this is the first month of the 2013/14 fiscal year. We have taken in about 14% of our anticipated FY2013/14 budgeted revenue after this one month.
- b. Administrator Halik shared the water system pumpage report. Once again, the May pumpage number represents the first month of the 2013/14 fiscal year. The report indicates that we pumped about 31 million gallons in the month of May. Overall we have pumped about 5% more water this year as compared to last. This represents 7.81% of our annual pumpage projection of 395,000,000 gallons, and is about 10% less than the volume of water that was pumped in May of last year.

6. VISITOR'S BUSINESS

(none)

7. COMMUNICATIONS

Trustee Berglund asked for an update on the status of the transplant of the blue spruce tree. Halik advised that there is funding in the budget to complete the work, but there seems to be some disagreement on where the tree should be relocated to. Trustee Berglund recommended that this transplant work should be performed early enough in the season to enable the tree to sufficiently take root before winter. Halik agreed and said he would speak to Superintendent of Park & Recreation Kristin Violante to determine whether the Park & Recreation Commission has provided feedback on where the tree should be located to enable staff to begin to make arrangements.

Chairman Mistele asked where we are at with the video gaming issue. Halik advised that he had recently talked to Mayor Trilla about the matter. Since the election, Mayor Trilla has not been formally asked to consider the matter. Therefore, it was agreed that if local liquor license holders desired the Village to reconsider our current position, they should formally request such in writing or at a Village Board meeting. It was also discussed that involving numerous liquor license holders so we receive as much feedback on the matter possible was preferred.

Chairman Mistele asked for clarification that Mayor Trilla is our Liquor Control Commissioner. Halik stated that Mayor Trilla does not want to be the Liquor Control Commissioner. Halik stated that he apparently does not believe it would be appropriate since he is part owner of a restaurant in nearby Westmont. He has asked that staff look into the possibility of designating a trustee to serve in the capacity of Liquor Control Commissioner. Halik advised that his review of the Village Ordinance language revealed that a text amendment would likely be required. Halik said that he will work with the Village Attorney to confirm that having a trustee serve as Liquor Control Commissioner would be allowable under the Illinois Liquor Control Act, and if so, to also determine whether an amendatory ordinance would need to be considered by the Village Board to make the change.

9. ADJOURNMENT

Motion to adjourn was made by Chairman Mistele and seconded by Trustee Berglund. The meeting was adjourned at 6:20 PM.

(Minutes transcribed by: Tim Halik, 6/27/13)

MINUTES OF THE SPECIAL MEETING OF THE PARKS AND RECREATION COMMISSION  
HELD ON TUESDAY, JUNE 18, 2013, AT THE WILLOWBROOK VILLAGE HALL, 7760 QUINCY  
STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Cobb called the meeting to order at the hour of 6:31 p.m.

2. ROLL CALL

Those present at roll call were Chairman Richard Cobb, Commissioners Ronald Kanaverskis, Leonard Kaucky, Laurie Landsman, Carol Lazarski, Rene Schuurman, Doug Stetina, and Ramona Weigus.

ABSENT: At time of Roll Call – Commissioner Jo Bice.

Also present was Superintendent of Parks and Recreation Kristin Violante.

A QUORUM WAS DECLARED

Because of the new Commissioners, Superintendent Violante requested each Commissioner introduce themselves and how they got involved in the Parks and Recreation Commission.

\*\*\*NOTE: Commissioner Jo Bice arrived at 6:39 p.m.

3. APPROVAL OF MINUTES – MAY 14, 2013

The Commission reviewed the May 14, 2013 minutes. Commissioner Landsman stated that a comment attributed to her was actually made by Commissioner Kanaverskis.

MOTION: A Motion was made by Commissioner Lazarski and seconded by Commissioner Weigus to approve the May 14, 2013 minutes as amended.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Bice, Kanaverskis, Kaucky, Landsman, Lazarski, Schuurman, Stetina, and Weigus. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

4. REPORTS

A. *Park News in Brief*

**Spring & Early Summer Programming**

Superintendent Violante stated that enrollment numbers for park programs is doing well.

Upcoming programs include a Battle of the Bands at Borse Park, Movie in the Park on July 18<sup>th</sup> will be Goonies, and on August 8<sup>th</sup> will be a Back to School Bash. More information will follow as the dates get closer.

**Wild Goose Chase**

Wild Goose Chase indicated that they did not find any nests near the ponds. In Prairie Trail Park, the apartments have no geese service so there are several geese in that area.

5. OLD BUSINESS

A. Master Plan

Superintendent Violante stated that a public meeting was held in June to discuss the grant opportunities for the park redevelopment at Willow Pond and the purchasing of land at Arabian Knights Farm. Superintendent Violante stated that the Village Board approved the comprehensive master plan, and also approved for the submission of the two OSLAD grants.

Commissioner Schuurman questioned what the process will be to take the master plan forward. Superintendent Violante stated that she will place the master plan on the meeting agenda for every month to discuss. Commissioner Schuurman also stated that the commission should be in control of the plan and not have to rely on Design Perspectives. Chairman Cobb stated that annual goals and objectives need to be addressed.

B. Park Tours – Rogers Glen, Waterford, Creekside, Ridgemoor

The four parks were summarized for what will be seen on the tour.

6. CORRESPONDENCE/COMMUNICATIONS

There were no communications.

7. VISITORS' BUSINESS

There was no visitors' business.

8. ADJOURNMENT

MOTION: Made by Commissioner Kanaverskis, seconded by Commissioner Stetina to adjourn the meeting at the hour of 7:14 p.m. and commence with the park tours.

ROLL CALL VOTE: AYES: Chairman Cobb, Commissioners Bice, Kanaverskis, Kaucky, Landsman, Lazarski, Schuurman, Stetina, and Weigus. NAYS: None. ABSENT: None.

UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ and APPROVED,

July 2, 2013

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Chairman

Minutes transcribed by Executive Secretary Cindy Stuchl.

MINUTES OF THE REGULAR MEETING OF THE PLAN COMMISSION HELD ON WEDNESDAY, MAY 1, 2013, AT THE VILLAGE HALL, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

Chairman Daniel Kopp called the meeting to order at the hour of 7:00 p.m.

2. ROLL CALL

Those present at roll call were Commissioners William Remkus, James Soukup, James Baker, William Buckley, Vice-Chairman Wagner and Chairman Kopp. Also present were Village Planner Jo Ellen Charlton, Building Official Roy Giuntoli and Secretary Joanne Prible. ABSENT: None.

3. OMNIBUS VOTE AGENDA

The items on the Omnibus Vote Agenda were as follows:

- A. Waive Reading of Minutes (APPROVE)
- B. Minutes – Regular Meeting April 3, 2013 (APPROVE)
- C. Minutes – Village Board Meeting March 18, March 25 and April 8, 2013

MOTION: Made by Commissioner Remkus seconded by Commissioner Buckley, to approve the Omnibus Vote Agenda.

4. PLAN COMMISSION CONSIDERATION: Zoning Hearing Case 13-03: Petition for a special use permit and other variations and relief as may be required to allow a 3,000 square foot sports bar and grill (Stats Sports Bar and Grill) to operate in the existing Woodland Plaza Shopping Center.

PUBLIC HEARING/DISCUSSION – (SEE COURT REPORTER MINUTES)

RECOMMENDATION

MOTION: Made by Commissioner Remkus, seconded by Commissioner Soukup that based on the submitted petition and testimony presented, the Plan Commission recommend approval of the findings listed in the staff report for PC 13-03, and approval of the requested special use for a 3,000 square foot restaurant subject to compliance with the Site Plan prepared by Koziol Engineering Services, latest revision dated April 2, 2013.

- 1. The special use granted herein is valid for the 3,000 square foot space identified by address as 7201(A).
- 2. The existing metal double door along the north elevation of the building shall be removed or replaced with a window; however, in the alternative, the applicant

may replace the existing metal double door with storefront glass doors, but only upon the submittal and approval of plans to the Village Administrator showing the sidewalk to be extended east past the proposed door modification.

3. The special use shall be null and void if construction of the proposed use is not commenced and a certificate of occupancy is not granted within eighteen (18) months of the date of any approval by the Village Board.

ROLL CALL: AYES: Commissioners Remkus, Soukup, Buckley, Baker, Vice Chairman Wagner and Chairman Kopp.

MOTION DECLARED CARRIED

5. VISITOR'S BUSINESS

None.

6. COMMUNICATION

None.

7. ADJOURNMENT

MOTION: Made by Commissioner Wagner, seconded by Commissioner Soukup, to adjourn the regular meeting of the Plan Commission at the hour of 7:40 p.m.

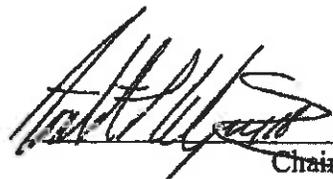
UNANIMOUS VOICE VOTE

MOTION DECLARED CARRIED

PRESENTED, READ AND APPROVED,

7/3/13, 2013

Minutes transcribed by Joanne Prible.

  
Chairman