

A G E N D A

REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, APRIL 26, 2010, AT 7:30 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. MOTION - BOARD ADVICE AND CONSENT TO PRESIDENT'S APPOINTMENT OF ROBERT A. NOVELLE, JR. TO FILL A VACANCY IN THE OFFICE OF VILLAGE TRUSTEE
5. OATH OF OFFICE
6. ROLL CALL
7. OMNIBUS VOTE AGENDA
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - April 12, 2010 (APPROVE)
  - c. Minutes - Executive Session - February 22, 2010 (APPROVE)
  - d. Minutes - Executive Session - March 8, 2010 (APPROVE)
  - e. Minutes - Executive Session - Budget Workshop - March 1, 2010 (APPROVE)
  - f. Minutes - Executive Session - March 15, 2010 (APPROVE)
  - g. Minutes - Executive Session - March 22, 2010 (APPROVE)
  - h. Minutes - Executive Session - April 12, 2010 (APPROVE)
  - i. Warrants - April 28, 2010 - \$171,841.15 (APPROVE)
  - j. APPLICATION FOR LICENSE TO HOLD A RAFFLE - WILLOWBROOK/BURR RIDGE KIWANIS CLUB - JUNE 26, 2010 (APPROVE)
  - k. RESOLUTION NO. 10-R-20 - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ENTER INTO A CERTAIN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (ADOPT)

NEW BUSINESS

8. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)
9. DELINQUENT WATER BILLS
10. RESOLUTION - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE 2010 SPRING BRUSH COLLECTION PROGRAM - KRAMER TREE SPECIALISTS
11. MOTION TO APPROVE - FY10-11 BUDGET

PRIOR BUSINESS

12. RESOLUTION - A RESOLUTION AWARDDING THE FISCAL YEAR 2010-11 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO JAMES D. FIALA PAVING COMPANY, INC. IN THE AMOUNT OF \$191,689.00
13. DISCUSSION - THE OFFICE OF THE VILLAGE ADMINISTRATOR
14. DISCUSSION - VILLAGE BOARD FINANCIAL PLANNING WORKSHOP
15. DISCUSSION - NON-UNION PAY PLAN
16. COMMITTEE REPORTS
17. ATTORNEY'S REPORT
18. CLERK'S REPORT
19. ADMINISTRATOR'S REPORT
20. PRESIDENT'S REPORT
21. EXECUTIVE SESSION
  - Collective Negotiating matters pursuant to Chapter 5 ILCS 120/2(c)2
  - Personnel matters pursuant to Chapter 5 ILCS 120/2(c)1
22. ADJOURNMENT

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** MOTION – BOARD ADVICE AND CONSENT TO PRESIDENT’S APPOINTMENT OF ROBERT A. NOVELLE, JR. TO FILL A VACANCY IN THE OFFICE OF VILLAGE TRUSTEE

**AGENDA NO.** 4

**AGENDA DATE:** 4/26/2010

**STAFF REVIEW:**

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

**LEGAL REVIEW:**

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

**RECOMMENDED BY VILLAGE ADMIN.:**

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

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

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

The Village President has the authority to appoint a resident to fill the vacant position of Village Trustee with the advice and consent of the Board of Trustees.

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

The Village President recommends the appointment of Robert A. Novelle, Jr. to fill the Village Trustee position that became vacant with the resignation of Dr. Timothy McMahon. Mr. Novelle is a resident of the Waterford Subdivision located in the Village. He will serve in the capacity of Village Trustee until the next municipal election in April 2011. Mr. Novelle’s resume is attached.

**ACTION PROPOSED:** A motion to concur with the Village President’s recommendation to appoint Robert A. Novelle, Jr. to the position of Village Trustee.

# Robert Allen Novelle, Jr.

212 Somerset Road, Willowbrook, IL 60527

630.323.3864

[Robert.Novelle@Comcast.net](mailto:Robert.Novelle@Comcast.net)

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## Education

The John Marshall Law School  
Juris Doctorate  
January 1994  
  
Loyola University, Chicago, IL  
Bachelor of Science – Criminal Justice  
January 1991

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## Licensing

- Accepted to Illinois Bar – May 1994
  - Accepted to Federal Bar, Northern District of Illinois – June 1994
  - Accepted to Federal Bar, Western District of Wisconsin – April 2003
- 

## Professional Experience

### **NOVELLE LAW ASSOCIATES, L.L.C.** Westchester, IL

Managing Member, Attorney at Law January 2006 - present

- Responsible for all areas of law practice, including managing office and all of its employees
- Responsible for handling full case load specializing in Personal Injury Case, Criminal Cases, Real Estate Transactions and Adoptions
- Created entire firm from its inception

### **ELLEVON REAL ESTATE BROKERAGE CORPORATION**

Managing Member, Licensed Broker October 2005- present

- Responsible for all areas of Real Estate Transactions, including managing office and all of its employees
- Responsible for handling all listing, negotiations, contracts and sales
- Created entire Corporation from its inception

### **METROPOLITAN PIER AND EXPOSITION AUTHORITY**

Board Member 2008-2010

- Responsible for overseeing the management of all of the affairs of McCormick Place and Navy Pier
- Member of sub-committee to run all aspect of Navy Pier
- Member of Sub-Committee to oversee compliance with Affirmative Action requirements in all aspects the Authority

### **SERPICO, NOVELLE, PETROSINO & RASCIA, LTD.**

Partner/ Attorney 1994-2005

- Responsible for handling full case load specializing in Personal Injury Case, Criminal Cases, Real Estate Transactions and Adoptions
- Assisted other Attorneys with Court calls in all areas of the law
- Hired, trained, and supervised numerous law clerk
- Responsible for management of Law Library and purchasing and running of computer and phones systems

### **COOK COUNTY STATE'S ATTORNEY'S OFFICE**

Appeals Division 1992-1993

- Hired under Federal grant to Assist State's Attorney's in the writing of drug related appeals
  - Researched, prepared, responded to and filed appeals regarding drug related cases
- 

## Family

Married to Renee Turano-Novelle in 1994, and parent of four children, two of which are adopted and two of which were born through the use of a Surrogate mother

**REFERENCES AVAILABLE UPON REQUEST**

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22. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, APRIL 12, 2010, 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 7:30 p.m. by Village President Robert Napoli.

2. ROLL CALL

Those present at roll call were Trustees Dennis Baker, Terrence Kelly, Michael Mistele, Sandra O'Connor, Paul Schoenbeck and President Napoli. ABSENT: None. Also present were Village Clerk Leroy Hansen, Village Attorney William Hennessy, Interim Village Administrator Larry Maholland, Interim Village Administrator Megan Pierce, Acting Chief of Police Mark Shelton, Director of Municipal Services Timothy Halik, Director of Finance Sue Stanish, Deputy Chief Pat Foley and Administrative Intern Garrett Hummel.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

President Napoli asked everyone to join him in saying the Pledge of Allegiance.

4. MOTION - BOARD ADVICE AND CONSENT TO PRESIDENT'S APPOINTMENT OF UMBERTO S. DAVI TO FILL A VACANCY IN THE OFFICE OF VILLAGE TRUSTEE

MOTION: Made by Trustee Baker, seconded by Trustee Kelly, to concur with the President's recommendation to appoint Umberto S. Davi to fill the vacancy in the office of Village Trustee.

ROLL CALL VOTE: AYES: Trustees Baker and Kelly; NAYS: Trustees Mistele, O'Connor and Schoenbeck; ABSENT: None.

MOTION FAILED

Trustee Mistele stated that this vote was not against Mr. Davi but the process. The majority of the Village Board felt they should have had the opportunity to interview the candidates for appointment.

5. OATH OF OFFICE

No Oath of Office.

6. ROLL CALL

No Roll Call.

7. OMNIBUS VOTE AGENDA

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Special Board Meeting - March 15, 2010 (APPROVE)
- c. Minutes - Regular Board Meeting - March 22, 2010 (APPROVE)
- d. Minutes - Executive Session - February 22, 2010 (APPROVE)
- e. Minutes - Executive Session - March 8, 2010 (APPROVE)
- f. Minutes - Executive Session - Budget Workshop - March 1, 2010 (APPROVE)
- g. Minutes - Executive Session - March 15, 2010 (APPROVE)
- h. Minutes - Executive Session - March 22, 2010 (APPROVE)
- i. Warrants - April 12, 2010 - \$150,221.02 (APPROVE)
- j. Monthly Financial Report - March 31, 2010 - \$14,935,382.71 (ACCEPT)
- k. APPLICATION FOR LICENSE TO HOLD A RAFFLE - TEEN PARENT CONNECTION - APRIL 23, 2010 (APPROVE)
- l. RESIGNATION OF ETHICS OFFICER - KATHERINE PATERNO (ACCEPT)
- m. RESOLUTION NO. 10-R-11 - A RESOLUTION OPPOSING REDUCTION OF LOCAL GOVERNMENT DISTRIBUTIVE FUND (ADOPT)
- n. RESOLUTION NO. 10-R-12 - A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - DUPAGE CONVENTION AND VISITORS BUREAU (ADOPT)
- o. RESOLUTION NO. 10-R-13 - A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE POSITIONS AND PRIORITIES FOR THE 2010 LEGISLATIVE SESSION (ADOPT)
- p. RESOLUTION NO. 10-R-14 - A RESOLUTION ACKNOWLEDGING REQUIREMENTS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AS THEY PERTAIN TO THE MAINTENANCE OF VILLAGE OWNED UTILITIES LOCATED WITHIN STATE RIGHTS-OF-WAY (ADOPT)
- q. RESOLUTION NO. 10-R-15 - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - LANDSCAPE FERTILIZATION

- SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND SPRING GREEN LAWN AND TREE CARE (ADOPT)
- r. RESOLUTION NO. 10-R-16 - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - JANITORIAL SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND BEST QUALITY CLEANING, INC. (ADOPT)
- s. RESOLUTION NO. 10-R-17 - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT - STREETLIGHT MAINTENANCE SERVICES - BETWEEN THE VILLAGE OF WILLOWBROOK AND MEADE ELECTRIC COMPANY, INC. (ADOPT)

President Napoli asked if any Board Member wanted any item(s) removed from the Omnibus Vote Agenda. Trustee Schoenbeck requested and Trustee O'Connor concurred that Agenda Item Nos. 7d thru 7h be deferred to the next Board meeting.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Mistele, to approve the Omnibus Vote Agenda exclusive of Agenda Item Nos. 7d thru 7h.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, O'Connor and Schoenbeck; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

NEW BUSINESS

8. VISITOR'S BUSINESS (Public comment is limited to three minutes per person on agenda items only)

There was no visitor's business.

9. POLICE DEPARTMENT AWARDS

Chief Shelton presented the awards issued by the State of Illinois in recognition of the eight Willowbrook Police Officers and their outstanding DUI arrests.

10. MOTION - BOARD ADVICE AND CONSENT TO PRESIDENT'S APPOINTMENT OF ROBERT A. NOVELLE, JR. TO FILL A VACANCY IN THE OFFICE OF VILLAGE ETHICS OFFICER

This item was deferred.

11. MOTION - BOARD ADVICE AND CONSENT TO PRESIDENT'S REAPPOINTMENT OF STEPHEN LANDSMAN TO THE OFFICE OF MEMBER OF THE VILLAGE BOARD OF POLICE COMMISSIONERS

MOTION: Made by Trustee Schoenbeck, seconded by Trustee O'Connor, to concur with the President's recommendation to reappoint Stephen Landsman to the office of Member of the Village Board of Police Commissioners.

ROLL CALL VOTE: AYES: Trustees Baker and Kelly; NAYS: Trustees Mistele, Schoenbeck and O'Connor; ABSENT: None.

MOTION FAILED

12. MOTION - BOARD ADVICE AND CONSENT TO PRESIDENT'S APPOINTMENT OF JOSEPH HEERY TO FILL A VACANCY IN THE OFFICE OF MEMBER OF THE VILLAGE BOARD OF POLICE COMMISSIONERS

This item was deferred.

13. RESOLUTION - A RESOLUTION AWARDING THE FISCAL YEAR 2010-11 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO JAMES D. FIALA PAVING COMPANY, INC. IN THE AMOUNT OF \$191,689.00

Both Attorney Hennessy and President Napoli informed the Board for the purpose of complete transparency that they have had involvement indirectly with the Fiala Paving Company on different occasions but had no involvement with the contract before the Board this evening.

Trustee Schoenbeck suggested that an independent attorney review the contract.

Director Halik informed the Board that IDOT has thoroughly reviewed and approved this contract, which is good for 30 days. Should the contract lapse or if an independent attorney reviewed the contract and makes changes, then the Village would be required to start over and go through the entire bid proposal process once again.

The consensus of the Board was to defer this item.

14. RESOLUTION - A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE COMPLETION OF THE ADAMS STREET DRAINAGE IMPROVEMENT PROJECT - SCOTT CONTRACTING, INC.

Director Halik informed the Village Board that during the budget workshop, the staff reviewed a recently identified drainage problem that affected the intersection of Adams Street and Tanglewood Lane. The Village engineer reviewed the storm drainage route and developed a solution. Staff obtained proposals from two underground contractors to complete the work and recommended the Village Board accept the lower proposal from Scott Contracting Inc. in the amount of \$6,475.00, to complete the project. To help reduce project costs, the Village will provide the required bedding stone for the installation and haul away excavated spoils from the project. Landscape restoration will be completed at a later date after the trench settles.

MOTION: Made by Trustee Mistele, seconded by Trustee Schoenbeck, to adopt Resolution No. 10-R-18.

ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck and O'Connor; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

15. RESOLUTION - A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND MARK SHELTON AS ITS CHIEF OF POLICE

President Napoli recommended the appointment of Mark Shelton to the position of Chief of Police.

Trustee Schoenbeck suggested that the Board recess into Executive Session to address a few questions with regard to the contract.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee O'Connor, to recess into Executive Session at the hour of 8:05 p.m. to discuss matters of personnel regarding the Chief of Police.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck and O'Connor; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

The Board reconvened the regular meeting at the hour of 8:37 p.m.

MOTION: Made by Trustee Baker, seconded by Trustee Mistele, to adopt Resolution No. 10-R-19.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck and O'Connor; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

16. ORDINANCE - AN ORDINANCE AMENDING THE VILLAGE CODE OF THE VILLAGE OF WILLOWBROOK - TITLE 6, SECTION 6-8-3 - WATER SYSTEM; RATES

Director Stanish informed the Village Board that the Finance/Administration and Municipal Services Committees held a joint meeting prior to this meeting to discuss and recommend an increase to the Village water rates. The Committees recommended the implementation of Option 1, the pay as you go financing for the Village's water towers. In eight years there will be funds on hand to paint the towers. The Committees recommended the passage of the Ordinance this evening.

MOTION: Made by Trustee Schoenbeck, seconded by Trustee Kelly, to pass Ordinance No. 10-O-10.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck and O'Connor; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

17. RESOLUTION - A RESOLUTION AUTHORIZING THE PRESIDENT AND VILLAGE CLERK TO RENEW AN AGREEMENT FOR MANAGEMENT SERVICES

This item was deferred.

PRIOR BUSINESS

18. COMMITTEE REPORTS

Trustee Baker had no report.

Trustee Kelly had no report.

Trustee Mistele had no report.

Trustee O'Connor had no report.

Trustee Schoenbeck had no report.

19. ATTORNEY'S REPORT

Village Attorney Hennessy had no report.

20. CLERK'S REPORT

Village Clerk Hansen had no report.

21. ADMINISTRATOR'S REPORT

Administrator Pierce had no report.

22. PRESIDENT'S REPORT

President Napoli had no report.

Trustee Mistele inquired as to the status of the budget process; if there was another budget workshop planned. Also, asked where we were with regard to the Police negotiations.

President Napoli responded that the staff is talking with the Labor Attorney and the Board will be getting information on the Police negotiations in the near future. As far as the budget, it will be on the agenda for the next meeting. He asked if the Board needed another meeting prior to that.

Trustee Mistele felt the Board needed to discuss salaries and some costs relative to the Police Department, the water rates, Sikich contract, and how these items need to be dovetailed into the budget.

Director Stanish advised with regard to the budget, the Board can approve the budget on April 26, 2010 and make changes at a later date if necessary.

Trustee Mistele thought it would be important for the Board to discuss salary increases for the management staff, the Union increases and policies regarding the administrator position and the number of days operating expense.

Trustee Schoenbeck asked if the Board would be able to get a bulleted list of what the Union will be asking for in their contract by the next meeting so it can be discussed in closed session. President Napoli said there was a very strong possibility he would be able to get this list for the next meeting.

Director Stanish reiterated that the Board could approve the budget on April 26 but the salaries could be added later.

Trustee Mistele indicated that the Board should not be using the phrase "question the issue"; Roberts Rules indicates the phrase is "table the issue". He further explained to President Napoli that the issue this evening was not to devaluate any of the appointees; the real issue was the procedure.

23. EXECUTIVE SESSION (CLERK'S NOTE: EXECUTIVE SESSION WAS HELD DURING DISCUSSION OF AGENDA ITEM NO. 15)

See Agenda Item No. 15.

24. ADJOURNMENT

MOTION: Made by Trustee Schoenbeck, seconded by Trustee O'Connor, to adjourn the regular meeting at the hour of 9:07 p.m.

PREVIOUS ROLL CALL VOTE: AYES: Trustees Baker, Kelly, Mistele, Schoenbeck and O'Connor; NAYS: None; ABSENT: None.

MOTION DECLARED CARRIED

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Village Board Minutes  
April 12, 2010

PRESENTED, READ and APPROVED,

\_\_\_\_\_, 2010

\_\_\_\_\_  
Village President

Minutes transcribed by Mary Partyka.

WARRANTS

April 26, 2010

GENERAL CORPORATE FUND	-----	\$113,182.59
WATER FUND	-----	55,748.10
POLICE PENSION FUND	-----	210.00
WATER CAPITAL IMPROVEMENT FUND	-----	2,700.46
TOTAL WARRANTS	-----	\$171,841.15

  
\_\_\_\_\_  
Sue Stanish, Director of Finance

APPROVED:

\_\_\_\_\_  
Robert A. Napoli, Village President

VILLAGE OF WILLOWBROOK  
 BILLS PAID REPORT FOR APRIL, 2010

RUN DATE: 04/21/10

PAGE: 1

RUN TIME: 10:05AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ACCURINT (21) 1009686/MAR FEES-DUES-SUBSCRIPTIONS 01-451-307	04/27 CK# 75017 01-30-630-307	\$30.00 30.00
ACE STORE NO. 11 (17) 408673/4 STREET & ROW MAINTENANCE 01-535-328 408678/4 PRINTING & PUBLISHING 01-451-302 408705/4 BUILDING MAINTENANCE SUPPLIES 01-405-351 408714/4 BUILDING MAINTENANCE SUPPLIES 01-405-351 408724/4 BUILDING MAINTENANCE SUPPLIES 01-405-351	04/27 CK# 75018 01-35-750-328 01-30-630-302 01-10-466-351 01-10-466-351 01-10-466-351	\$88.58 38.90 3.23 11.48 26.99 7.98
AFLAC (46) D7088/ APRIL 10 EMP DED PAY - AFLAC/ACCIDENT 01-210-217 D7088/ APRIL 10 EMP DED PAY - AFLAC/OTHER INS 01-210-218	04/27 CK# 75019 01-210-217 01-210-218	\$2,833.30 597.58 2,235.72
AL WARREN OIL CO (2205) 1587702 GASOLINE INVENTORY 01-190-126	04/27 CK# 75020 01-190-126	\$2,974.22 2,974.22
ALL AMERICAN PAPER COMPANY (68) 64909 MAINTENANCE SUPPLIES 01-615-331 64966 MAINTENANCE SUPPLIES 01-615-331 64966 MAINTENANCE - GARAGE 01-510-413 64966 STREET & ROW MAINTENANCE 01-535-328	04/27 CK# 75021 01-20-570-331 01-20-570-331 01-35-725-413 01-35-750-328	\$716.80 404.20 94.50 31.05 187.05
AMERICAN VIDEO SERVICES-SOUND MEMORIES (102) 6/26/10 VILLAGE ANNIVERSARY CELEBRATION 01-05-420-368	04/27 CK# 75022 01-05-420-368	\$200.00 200.00
AT & T (67) 630-325-*2761MR PHONE - TELEPHONES 01-451-201 630-325-2776MR PHONE - TELEPHONES 01-451-201	04/27 CK# 75023 01-30-630-201 01-30-630-201	\$70.96 35.48 35.48
AZAVAR AUDIT SOULUTIONS INC (158) 7955/APR 10 UTILITY TAX 01-310-205	04/27 CK# 75024 01-310-205	\$470.30 470.30
BARNACLE JOHN (191) HOTEL/FBI ACDMY SCHOOLS-CONFERENCE TRAVEL 01-451-304	04/27 CK# 75025 01-30-630-304	\$96.12 96.12
BEST FURNITURE ONLINE (195) M-1691 OPERATING EQUIPMENT 01-451-401	04/27 CK# 75026 01-30-630-401	\$437.00 437.00
BLACK GOLD SEPTIC (208) 47263/APRIL 10 MAINTENANCE - BUILDING 01-405-228	04/27 CK# 75027 01-10-466-228	\$130.20 130.20
BLUE LINE LEARNING GROUP, INC. (203) 10B8053 SCHOOLS-CONFERENCE TRAVEL 01-451-304	04/27 CK# 75028 01-30-630-304	\$558.00 558.00
BROWNELLS, INC. (230) 05880996.00 OPERATING SUPPLIES 01-451-331	04/27 CK# 75029 01-30-630-331	\$180.03 180.03
BURR RIDGE PARK DISTRICT (244) 162 ADA RECREATION ACCOMMODATIONS 01-630-520	04/27 CK# 75030 01-20-590-520	\$5,514.88 5,514.88
CABELA'S MKTG & BRAND MGT INC (278) 0735838-01 UNIFORMS 01-501-345	04/27 CK# 75031 01-35-710-345	\$294.13 294.13
CHRISTOPHER B. BURKE (333) 93484 REIMB. 93485 REIMB. 93486 PRINTING & PUBLISHING 01-15-510-302 93487 REIMB. 93488 FEES - DRAINAGE ENGINEER 01-555-246 93489 REIMB.	04/27 CK# 75032 01-40-820-246 01-40-820-259 01-15-510-302 01-35-720-247 01-40-820-246 01-15-520-254	\$5,387.83 399.00 2,964.69 858.14 276.00 220.00 670.00
CMI, INC. (359) 751225 JAIL SUPPLIES 01-465-343	04/27 CK# 75033 01-30-650-343	\$96.08 96.08

VILLAGE OF WILLOWBROOK

RUN DATE: 04/21/10

BILLS PAID REPORT FOR APRIL, 2010

PAGE: 2

RUN TIME: 10:05AM

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
COCA-COLA BOTTLING COMPANY (2260) 6408257513 COMMISSARY PROVISION 01-420-355	04/27 CK# 75034 01-10-455-355	\$130.08 130.08
COMMONWEALTH EDISON (370) 0423085170MAR RED LIGHT - COM ED 0791026027MAR RED LIGHT - COM ED 4403140110APR ENERGY - STREET LIGHT 01-530-207 6863089003MAR RED LIGHT - COM ED	04/27 CK# 75035 01-30-630-248 01-30-630-248 01-35-745-207 01-30-630-248	\$205.57 47.69 35.96 70.83 51.09
DUPAGE COUNTY TREASURER (497) 7466/MAR 10 EDP-SOFTWARE 01-457-212	04/27 CK# 75037 01-30-640-212	\$250.00 250.00
DUPAGE COUNTY (511) 100 COUPONS TAXI CAB VOUCHERS - PREPAID 01-190-103 100 COUPONS SENIOR CITIZEN TAXI PROGRAM 01-435-372	04/27 CK# 75038 01-190-103 01-10-475-372	\$500.00 250.00 250.00
DUPAGE MAYORS AND MGRS. CONF. (527) 6184 SCHOOLS-CONFERENCE TRAVEL 01-420-304	04/27 CK# 75039 01-10-455-304	\$50.00 50.00
E-KIT SUPPLY (2321) 41410 OPERATING EQUIPMENT 01-451-401	04/27 CK# 75041 01-30-630-401	\$315.00 315.00
FINLON STEPHEN (596) SWAT VEST UNIFORMS 01-451-345	04/27 CK# 75042 01-30-630-345	\$87.48 87.48
FULLER'S CAR WASHES (642) 440/MAR 10 GAS-OIL-WASH-MILEAGE 01-501-303	04/27 CK# 75043 01-35-710-303	\$150.00 150.00
GATEHOUSE MEDIA SUBURBAN NEWSPAPER (699) 02400053298/PD FEES-DUES-SUBSCRIPTIONS 01-451-307	04/27 CK# 75044 01-30-630-307	\$38.00 38.00
W.W. GRAINGER (1999) 9221531800 MAINTENANCE SUPPLIES 01-615-331 9223994683 MAINTENANCE SUPPLIES 01-615-331	04/27 CK# 75045 01-20-570-331 01-20-570-331	\$129.69 26.73 102.96
HARRY'S SWEAT SHOP (760) 4/7/10 UNIFORMS 01-501-345	04/27 CK# 75046 01-35-710-345	\$42.50 42.50
HINSDALE NURSERIES, INC. (793) 613170 TREE MAINTENANCE 01-535-338	04/27 CK# 75047 01-35-750-338	\$220.50 220.50
HOME DEPOT COMMERCIAL (808) 2034942 STREET & ROW MAINTENANCE 01-535-328	04/27 CK# 75048 01-35-750-328	\$24.42 24.42
HR SIMPLIFIED (744) 26842 EMPLOYEE BENEFIT - MEDICAL INSURANC	04/27 CK# 75049 01-10-455-141	\$50.00 50.00
I.M.R.F. PENSION FUND (917) APRIL 2010 SLEP PENSION 01-420-155	04/27 CK# 75050 01-10-455-155	\$1,885.91 1,885.91
IL GOVERNMENT FINANCE OFFICERS (880) STANISH 4/23 SCHOOLS-CONFERENCE TRAVEL 01-25-610-304	04/27 CK# 75051 01-25-610-304	\$210.00 210.00
ILLINOIS DIRECTOR OF (475) 0800632 1ST QTR EMPLOYEE BENEFIT - UNEMPLOYMENT INS 0800632 1ST QTR EMPLOYEE BENEFITS - UNEMPLOYMENT 0800632 1ST QTR EMPLOYEE BENEFITS - UNEMPLOYMENT 01-601-144 0800632 1ST QTR EMPLOYEE BENEFIT - UNEMPLOYMENT INS 0800632 1ST QTR EMPLOYEE BENEFIT - UNEMPLOYMENT INS 0800632 1ST QTR EMPLOYEE BENEFITS - UNEMPLOYMENT 01-501-144 0800632 1ST QTR EMPLOYEE BENEFITS - UNEMPLOYMENT 01-551-144	04/27 CK# 75052 01-10-455-144 01-15-510-144 01-20-550-144 01-25-610-144 01-30-630-144 01-35-710-144 01-40-810-144	\$3,265.70 103.04 115.65 84.57 220.48 2,403.81 222.50 115.65
ILLINOIS PAPER COMPANY (898) 55098-000 OFFICE SUPPLIES 01-420-301	04/27 CK# 75053 01-10-455-301	\$674.50 674.50

VILLAGE OF WILLOWBROOK  
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GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
ILMO PRODUCTS COMPANY (2322) 00239765 OPERATING EQUIPMENT 01-451-401	04/27 CK# 75054 01-30-630-401	\$74.00 74.00
JULIE, INC. (1018) 03101711JAN/FEB J.U.L.I.E. 01-540-332	04/27 CK# 75055 01-35-755-332	\$71.25 71.25
KING CAR WASH (1057) 60/MAR 2010 GAS-OIL-WASH-MILEAGE 01-451-303	04/27 CK# 75056 01-30-630-303	\$484.47 484.47
KRAMER TREE SPECIALISTS INC. (1080) 226647 TREE MAINTENANCE 01-535-338	04/27 CK# 75057 01-35-750-338	\$195.00 195.00
KUSTOM SIGNALS, INC. (1093) 413796 OPERATING EQUIPMENT 01-451-401	04/27 CK# 75058 01-30-630-401	\$422.00 422.00
LASERCRAFT INC (2300) RMS3/2010 MAR RED LIGHT CAMERA FEES 01-30-630-247	04/27 CK# 75059 01-30-630-247	\$17,980.00 17,980.00
LEMONT POLICE DEPARTMENT (2323) 2/9/10 FIRING RANGE 01-451-245	04/27 CK# 75060 01-30-630-245	\$50.00 50.00
LION HEART (1154) 2023877 MAINTENANCE - BUILDING 01-405-228	04/27 CK# 75061 01-10-466-228	\$660.00 660.00
MEADE ELECTRIC COMPANY (1236) 645061 MAINTENANCE - STREET LIGHTS 01-530-223 645307 MAINTENANCE - STREET LIGHTS 01-530-223	04/27 CK# 75063 01-35-745-223 01-35-745-223	\$775.50 387.56 387.94
METRO TRANSPORTATION GROUP INC. (1249) 41144 PLAN REVIEW - TRAFFIC CONSULTANT	04/27 CK# 75064 01-15-520-258	\$585.00 585.00
MIDWEST HEALTH WORKS (1273) 16418 WELLNESS 01-440-276	04/27 CK# 75065 01-10-480-276	\$171.00 171.00
MOORE MEDICAL CORP. (1305) 96183646 JAIL SUPPLIES 01-465-343	04/27 CK# 75066 01-30-650-343	\$118.91 118.91
NICOR GAS (1370) 39303229304/MAR NICOR GAS	04/27 CK# 75067 01-35-725-415	\$3,662.76 3,662.76
NORTH AMERICAN SALT CO (1372) 70501569 OPERATING SUPPLIES 01-540-331 70502259 OPERATING SUPPLIES 01-540-331 70503410 OPERATING SUPPLIES 01-540-331	04/27 CK# 75068 01-35-755-331 01-35-755-331 01-35-755-331	\$22,830.73 7,046.46 8,526.96 7,257.31
OGGERINO PAUL (1432) IDEOA CONF SCHOOLS-CONFERENCE TRAVEL 01-451-304	04/27 CK# 75069 01-30-630-304	\$223.74 223.74
PACKAGINGPRICE.COM INC (2268) 37073 OPERATING EQUIPMENT 01-451-401	04/27 CK# 75071 01-30-630-401	\$37.20 37.20
PETTY CASH C/O SUE STANISH (1492) 4/20 COMMISSARY PROVISION 01-420-355 4/20 PUBLIC RELATIONS 01-435-365 4/20 SCHOOLS-CONFERENCE TRAVEL 01-451-304 4/20 OPERATING EQUIPMENT 01-451-401	04/27 CK# 75072 01-10-455-355 01-10-475-365 01-30-630-304 01-30-630-401	\$163.53 29.76 42.99 8.00 82.78
PHILLIP'S FLOWERS (1498) 0629727 PUBLIC RELATIONS 01-435-365	04/27 CK# 75073 01-10-475-365	\$69.95 69.95
PIECZYNSKI LINDA S. (1503) 4792/MAR 2010 FEES - SPECIAL ATTORNEY 01-451-241	04/27 CK# 75074 01-30-630-241	\$1,240.00 1,240.00
POSITIVE PROMOTIONS INC (2324) 03750352 VILLAGE ANNIVERSARY CELEBRATION 01-05-420-368	04/27 CK# 75075 01-05-420-368	\$25.95 25.95

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
PUBLIC SAFETY DIRECT INC (2309)	04/27 CK# 75076	\$475.74
20941 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	30.50
20942 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	23.75
20943 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	38.75
20944 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	47.50
20984 OPERATING EQUIPMENT 01-451-401	01-30-630-401	23.75
20989 NEW VEHICLES 01-485-625	01-30-680-625	311.49
R&R PRINT N SERVE INC (1582)	04/27 CK# 75077	\$240.00
23406 PRINTING & PUBLISHING 01-451-302	01-30-630-302	240.00
RIFFAT SADIQ (1862)	04/27 CK# 75078	\$25.00
WL70818 TRAFFIC FINES 01-310-502	01-310-502	25.00
RIGHTON WALTER (1623)	04/27 CK# 75079	\$78.50
9/23-4/14/10 GAS-OIL-WASH-MILEAGE 01-601-303	01-20-550-303	78.50
RUTLEDGE PRINTING CO. (1648)	04/27 CK# 75080	\$36.82
103757 PRINTING & PUBLISHING 01-451-302	01-30-630-302	36.82
PAUL SCHOENBECK (2241)	04/27 CK# 75102	\$26.19
4/1 MTG SCHOOLS-CONFERENCE TRAVEL 01-05-410-304	01-05-410-304	26.19
SCOTT CONTRACTING INC (1682)	04/27 CK# 75081	\$4,181.64
350 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	751.64
351 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,140.00
352 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	880.00
354 ST & ROW MAINTENANCE OTHER 01-540-328	01-35-755-328	600.00
358 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	810.00
SECRETARY OF STATE (1692)	04/27 CK# 75082	\$99.00
7945323/02 HNDA FEES-DUES-SUBSCRIPTIONS 01-451-307	01-30-630-307	99.00
SERVICE SANITATION INC (1697)	04/27 CK# 75083	\$157.51
6479452 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	157.51
SHELL OIL COMPANY (1706)	04/27 CK# 75084	\$22.10
065199309003 GAS-OIL-WASH-MILEAGE 01-451-303	01-30-630-303	22.10
SIGNS NOW (1717)	04/27 CK# 75085	\$19.75
SN-195-38196 OFFICE SUPPLIES 01-05-410-301	01-05-410-301	19.75
SIKICH LLP (1722)	04/27 CK# 75086	\$13,908.00
114296 CONSULTING FEES	01-10-471-253	13,908.00
STAPLES (1767)	04/27 CK# 75087	\$676.66
8015078493 OFFICE SUPPLIES 01-420-301	01-10-455-301	-13.64
8015132248 OFFICE SUPPLIES 01-420-301	01-10-455-301	74.50
8015132248 OFFICE SUPPLIES 01-601-301	01-20-550-301	39.25
8015132248 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	34.52
8015132248 OFFICE SUPPLIES 01-551-301	01-40-810-301	51.03
8015201495 OFFICE SUPPLIES 01-420-301	01-10-455-301	144.13
8015201495 OFFICE SUPPLIES 01-25-610-301	01-25-610-301	346.87
STERICYCLE INC (1772)	04/27 CK# 75088	\$47.96
4001589970/APR JAIL SUPPLIES 01-465-343	01-30-650-343	47.96
T.P.I. (1886)	04/27 CK# 75089	\$1,949.45
4500/MAR 10 REIMB.	01-40-820-258	734.45
4500/MAR 10 PART TIME INSPECTOR 01-565-109	01-40-830-109	945.00
4500/MAR 10 REIMB.	01-40-830-115	270.00

VILLAGE OF WILLOWBROOK  
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GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
TAMELING GRADING (1836)	04/27 CK# 75090	\$2,040.00
TG5/MAR LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	1,000.00
TG5/MAR STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	1,040.00
TAMELING INDUSTRIES (1844)	04/27 CK# 75091	\$42.00
65838 STREET & ROW MAINTENANCE 01-535-328	01-35-750-328	42.00
THOMPSON ELEV. INSPECT. SERVICE (1873)	04/27 CK# 75092	\$86.00
10-1044 ELEVATOR INSPECTION 01-565-117	01-40-830-117	86.00
TOM & JERRY'S SHELL SERVICES (1883)	04/27 CK# 75093	\$5,086.29
41880 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	107.05
41883 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
41890 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
41891 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	107.05
41893 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
41928 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
41935 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	477.26
41983 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	45.85
41988 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	767.25
42010 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	125.52
42011 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
42045 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	591.43
42054 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	575.64
42065 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	654.69
42071 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	611.14
42077 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	205.67
42078 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	462.19
42081 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	25.45
42082 MAINTENANCE - VEHICLES 01-451-409	01-30-630-409	202.85
UNIFIRST (1926)	04/27 CK# 75094	\$180.05
0610502732 MAINTENANCE - BUILDING 01-405-228	01-10-466-228	180.05
WAREHOUSE DIRECT (2002)	04/27 CK# 75095	\$135.47
691732-0 OFFICE SUPPLIES 01-451-301	01-30-630-301	135.47
WESTFIELD FORD (2028)	04/27 CK# 75096	\$1,412.26
275975C MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	283.44
276067 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	518.98
276131 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	32.55
276156 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	514.64
276264 MAINTENANCE - VEHICLES 01-520-409	01-35-735-409	62.65
WESTOWN AUTO SUPPLY COMPANY (2026)	04/27 CK# 75097	\$13.35
28023 OPERATING SUPPLIES & EQUIPMENT 01-503-401	01-35-715-401	13.35
WILD GOOSE CHASE INC (2047)	04/27 CK# 75098	\$840.00
13203 LANDSCAPE MAINTENANCE SERVICES 01-610-342	01-20-565-342	840.00
LAW OFFICES OF WILLIAM J. HENNESSY (2277)	04/27 CK# 75099	\$3,100.00
MARCH 2010 FEES - VILLAGE ATTORNEY 01-425-239	01-10-470-239	3,100.00
WILLOWBROOK POLICE CADETS (2065)	04/27 CK# 75100	\$154.08
UNIFORMS SCHOOLS-CONFERENCE TRAVEL 01-451-304	01-30-630-304	154.08
TOTAL GENERAL CORPORATE FUND		\$113,182.59

VILLAGE OF WILLOWBROOK  
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WATER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
BLACK GOLD SEPTIC (208) 47263/APRIL 10 MATERIALS, SUPPLIES, STANDPIPE, PUM	04/27 CK# 75027 02-50-425-475	\$179.80 179.80
COMMONWEALTH EDISON (370) 465111049/APR ENERGY - ELECTRIC PUMP 02-420-206 5071072051/APR ENERGY - ELECTRIC PUMP 02-420-206	04/27 CK# 75035 02-50-420-206 02-50-420-206	\$1,417.59 765.23 652.36
CORRPRO COMPANIES, INC (393) SI091050 W H R&M - L.H.V. 02-425-473 SI091050 W H R&M - WILLOWBROOK EXECUTIVE PLA	04/27 CK# 75036 02-50-425-473 02-50-425-474	\$1,120.00 560.00 560.00
DUPAGE WATER COMMISSION (521) 8631/MAR 10 PURCHASE OF WATER 02-420-575	04/27 CK# 75040 02-50-420-575	\$49,113.59 49,113.59
W.W. GRAINGER (1999) 9223994691 PUMP INSPECTION REPAIR MAINTAIN STA	04/27 CK# 75045 02-50-420-491	\$42.66 42.66
ILLINOIS DIRECTOR OF (475) 0800632 1ST QTR EMPLOYEE BENEFITS - UNEMPLOYMENT	04/27 CK# 75052 02-50-401-144	\$222.50 222.50
M.E. SIMPSON COMPANY INC (1235) 19811 LEAK SURVEYS 02-430-276	04/27 CK# 75062 02-50-430-276	\$525.00 525.00
ORANGE CRUSH LLC (1436) 372514 WATER DISTRIBUTION REPAIR-MAINTENAN	04/27 CK# 75070 02-50-430-277	\$560.00 560.00
SCOTT CONTRACTING INC (1682) 353 WATER DISTRIBUTION REPAIR-MAINTENAN	04/27 CK# 75081 02-50-430-277	\$2,087.98 2,087.98
STAPLES (1767) 8015201495 OFFICE SUPPLIES 02-401-301	04/27 CK# 75087 02-50-401-301	\$61.98 61.98
TAMELING GRADING (1836) TG5/MAR WATER DISTRIBUTION REPAIR-MAINTENAN	04/27 CK# 75090 02-50-430-277	\$417.00 417.00
TOTAL WATER FUND		\$55,748.10

VILLAGE OF WILLOWBROOK

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POLICE PENSION FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
IL GOVERNMENT FINANCE OFFICERS (880)	04/27 CK# 75051	\$210.00
STANISH 4/23 MEETINGS, TRAVEL, CONFERENCES 07-401-304	07-62-401-304	210.00
TOTAL POLICE PENSION FUND		\$210.00

VILLAGE OF WILLOWBROOK

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WATER CAPITAL IMPROVEMENTS FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
WILLOWBROOK, VILLAGE OF (2072)	04/27 CK# 75101	\$2,700.46
1ST INST SB580 VALVE INSERTION PROGRAM	09-65-440-603	2,700.46
TOTAL WATER CAPITAL IMPROVEMENTS FUND		\$2,700.46

VILLAGE OF WILLOWBROOK

BILLS PAID REPORT FOR APRIL, 2010

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SUMMARY ALL FUNDS

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BANK ACCOUNT	DESCRIPTION	AMOUNT
01-110-105	GENERAL CORPORATE FUND-CHECKING - 0010330283	113,182.59 *
02-110-105	WATER FUND-CHECKING 0010330283	55,748.10 *
07-110-105	POLICE PENSION FUND-CHECKING 0010330283	210.00 *
09-110-105	WATER CAPITAL IMPROVEMENTS FUND-CHECKING - 100564-4	2,700.46 *
TOTAL ALL FUNDS		171,841.15 **

The Village of

# WILLOWBROOK

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

Robert A. Napoli

Village Clerk

Leroy R. Hansen

Village Trustees

Dennis Baker

Terrence Kelly

Timothy McMahon

Michael Mistele

Sandra O'Connor

Paul Schoenbeck

## APPLICATION FOR LICENSE TO HOLD A RAFFLE

1. 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
Lisa Dujilovich	6262 Kingery Hwy	
for WB-BR Kiwanis	Willowbrook IL	
Foundation		

Date of incorporation, if corporation: May 23, 2002

Date of formation of organization: \_\_\_\_\_

Object for which organization or corporation was formed:  
Raise funds to support various local children's  
charities and scholarships

2. 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.

Various Community Events / Individually

3. The date on which the drawing is to be held

June 26, 2010

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

Family Fun Day at Willow Pond

5. 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:  \_\_\_\_\_

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

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

50% of funds raised  
\_\_\_\_\_  
\_\_\_\_\_

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

50% of funds raised  
\_\_\_\_\_  
\_\_\_\_\_

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

\$5.00  
\_\_\_\_\_  
\_\_\_\_\_

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.

So affirmed  
\_\_\_\_\_

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

So affirmed

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:

Yusef Deyevic President

Date

4-19-10

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 02 2002

THE KIWANIS FOUNDATION  
C/O DONALD CONKLIN ACCOUNTING  
252 S KINGERY HWY  
WILLOWBROOK, IL 60527

Employer Identification Number:  
37-1433233  
DLN:  
17053190003032  
Contact Person:  
GREGORY K OLWINE ID# 31382  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Foundation Status Classification:  
509(a) (1)  
Advance Ruling Period Begins:  
June 26, 2001  
Advance Ruling Period Ends:  
December 31, 2006  
Addendum Applies:  
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c) (3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a) (1) and 170(b) (1) (A) (vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a) (1) or 509(a) (2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:** A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

**AGENDA NO.** 7k

**AGENDA DATE:** 4/26/2010

**STAFF REVIEW:**

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

**LEGAL REVIEW:** William J. Hennessy

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

**RECOMMENDED BY VILLAGE ADMIN.:**

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

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

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

The Village of Willowbrook was approached by the American Society of Composers, Authors and Publishers (ASCAP), one of the largest performing rights licensing organizations, with regard to entering into a license agreement. ASCAP and the International Municipal Lawyers Association jointly developed the license, designed to cover public performances of ASCAP music by local governments (such as municipalities, towns and counties). The agreement provides an efficient and affordable method for local governments to comply with the law and to avoid copyright infringement.

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

The Village Attorney reviewed the agreement. It is the recommendation that the Village Board to adopt the Resolution and enter into an agreement between the Village of Willowbrook and ASCAP.

**ACTION PROPOSED:** ADOPTION OF THE RESOLUTION

RESOLUTION NO. 10-R-20

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

---

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the President and Village Clerk be and the same are hereby authorized and directed to execute the Agreement between the Village of Willowbrook and the American Society of Composers, Authors and Publishers (ASCAP), in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED and APPROVED this 26<sup>th</sup> day of April, 2010.

APPROVED:

\_\_\_\_\_  
Village President

ATTEST:

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

ROLL CALL VOTE:      AYES: \_\_\_\_\_

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

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

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

## LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

# Agreement

between American Society of Composers, Authors and Publishers ("SOCIETY"), located at 2675 Paces Ferry Road, SE, Suite 350, Atlanta, GA 30339

and Village of Willowbrook, IL

("LICENSEE"), located at

7760 S Quincy St Willowbrook IL 60527-5532

as follows:

### 1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment" means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing March 15, 2010, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

### 2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
  - (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).  
The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
- (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
  - (ii) by or at colleges and universities;
  - (iii) at any professional sports event or game played on the Premises;
  - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
  - (v) by any symphony or community orchestra;
  - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

### 3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
  - (ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
  - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

### 4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- (i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
- (i) the date presented;
  - (ii) the name of the attraction(s) appearing;
  - (iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
  - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

#### 5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

#### 6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

#### 7. Non-Discrimination

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

#### 8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS

LICENSEE Village of Willowbrook, IL

By \_\_\_\_\_

TITLE \_\_\_\_\_

By \_\_\_\_\_

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



# LOCAL GOVERNMENT ENTITIES

## 2010 Rate Schedule

### SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$305.00
50,001	to	75,000	\$608.00
75,001	to	100,000	\$731.00
100,001	to	125,000	\$975.00
125,001	to	150,000	\$1,219.00
150,001	to	200,000	\$1,584.00
200,001	to	250,000	\$1,949.00
250,001	to	300,000	\$2,316.00
300,001	to	350,000	\$2,682.00
350,001	to	400,000	\$3,047.00
400,001	to	450,000	\$3,412.00
450,001	to	500,000	\$3,779.00
500,001	and over		*** \$4,631.00

\*\*\* \$4,631 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$60,938

### SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

### SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$305.

#### License Fee for Year 2011 and Thereafter

For each calendar year commencing 2011, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

March 30, 2010

**Robert A. Napoli**

Ms. Suzanne Barnes  
6543 Stough St  
Willowbrook II 60527

Village Clerk

Re: Account No. 250320.005  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Ms. Barnes:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$66.30. 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 April 26, 2010, will result in the immediate termination of your water service.

**Dennis Baker**

**Terrence Kelly**

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.

**Timothy McMahan**

**Michael Mistele**

**Sandra O'Connor**

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.

**Paul Schoenbeck**

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

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

March 30, 2010

**Robert A. Napoli**

Mr. Mike Fabian  
715 67th Pl  
Willowbrook Il 60527

Village Clerk

Re: Account No. 212580.002  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Mr. Fabian:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$135.00. 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 April 26, 2010, will result in the immediate termination of your water service.

**Dennis Baker**

**Terrence Kelly**

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.

**Timothy McMahon**

**Michael Mistele**

**Sandra O'Connor**

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.

**Paul Schoenbeck**

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

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

March 30, 2010

**Robert A. Napoli**

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

Village Clerk

Re: Account No. 213420.000  
Delinquent Water Bill

**Leroy R. Hansen**

Dear Mr. & Mrs. Guzman:

Village Trustees

Please be advised that your water bill is now delinquent in the amount of \$84.19. 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 April 26, 2010, will result in the immediate termination of your water service.

**Dennis Baker**

**Terrence Kelly**

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.

**Timothy McMahon**

**Michael Mistele**

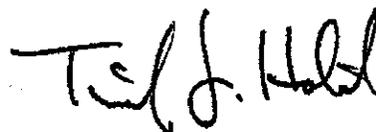
**Sandra O'Connor**

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.

**Paul Schoenbeck**

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

The Village of

# WILLOWBROOK

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

**Robert A. Napoli**

Village Clerk

**Leroy R. Hansen**

Village Trustees

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

March 30, 2010

Mr. & Mrs. Phillip Hurst  
431 Stratford Ln  
Willowbrook II 60527

Re: Account No. 251020.001  
Delinquent Water Bill

Dear Mr. & Mrs. Hurst:

Please be advised that your water bill is now delinquent in the amount of \$123.66. 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 April 26, 2010, 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

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

**Robert A. Napoli**

Village Clerk

**Leroy R. Hansen**

Village Trustees

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

**Michael Mistele**

**Sandra O'Connor**

**Paul Schoenbeck**

March 30, 2010

Ms. Laura Romeo  
541 - 68th St  
Willowbrook II 60527

Re: Account No. 213535.002  
Delinquent Water Bill

Dear Ms. Romeo:

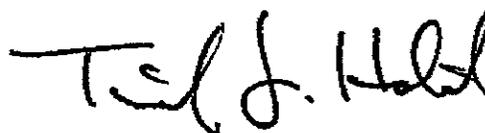
Please be advised that your water bill is now delinquent in the amount of \$69.97. This amount now includes a \$25.00 fee pursuant to Section 6-8-5 of the Village of Willowbrook Code. This \$25.00 is added to all accounts delinquent 45 or more days after the billing date. This amount also includes all 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 April 26, 2010, 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

# The Village of **WILLOWBROOK**

7760 Quincy Street • Willowbrook, Illinois 60527-5594 • Phone: (630) 323-8215 • Fax: (630) 323-0787

Village President

**Robert A. Napoli**

Village Clerk

**Leroy R. Hansen**

Village Trustees

**Dennis Baker**

**Terrence Kelly**

**Timothy McMahon**

**Michael Misteale**

**Sandra O'Connor**

**Paul Schoenbeck**

March 31, 2010

Mr. & Mrs. Peter Verros  
319 Waterford Dr  
Willowbrook Il 60527

Re: Account No. 252820.000  
Delinquent Water Bill

Dear Mr. & Mrs. Verros:

Please be advised that your water bill is now delinquent in the amount of \$168.16. 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 April 26, 2010, 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

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

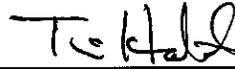
A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE 2010 SPRING BRUSH COLLECTION PROGRAM – KRAMER TREE SPECIALISTS, INC.

**AGENDA NO.** 10

**AGENDA DATE:** 04/26/10

**STAFF REVIEW:** Tim Halik,  
Director of Municipal Services

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



**LEGAL REVIEW:** N/A

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

**RECOMMENDED BY VILLAGE ADMIN.:**

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



**REVIEWED & APPROVED BY COMMITTEE:**

YES  discussed on 4/16/10 NO  N/A

**ITEM HISTORY (ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY, ETC.)**

Last Fall, the Village accepted a proposal from Kramer Tree Specialist, Inc., to complete a curb-side brush collection/grinding program, as opposed curb-side brush chipping program. The collection/grinding program included a contractor picking up brush using grapple-loader equipment and transporting the brush to a central location in town where it is then ground into high quality mulch using a vertical grinder. The mulch was then used throughout the parks and in landscape beds on Village rights-of-ways and other Village facilities. This saved the Village considerable expense by not having to purchase additional mulch this Spring. This collection method is also less noisy, did not create a mess in the street, and was environmentally friendly, given the mulch is used throughout town and not merely hauled off to a landfill. The cost of the collection/grinding program last Fall was \$7,580.

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

Staff again solicited a proposal from Kramer Tree to complete another collection/grinding program this Spring. However, the cost received was 38% higher (new cost: \$10,440) than last Fall. Therefore, completing two (2) brush collections/grinding programs a year would exceed our budget. After some discussion, the Municipal Services Committee agreed that the Village should complete a grinding program in the Spring, and make the resulting mulch available to residents, and complete a conventional chipping program in the Fall. In this manner, we could make high quality mulch available to the community, and still meet the FY 10/11 budget.

VENDOR	PROGRAM	COST
Homer Tree Care	Conventional curb-side chipping program. Chipped materials are disposed of.	\$89.00/hr./crew (Total estimated cost of program: \$8,010.00)
Kramer Tree Specialists	Curb-side collection program. Brush is ground into a usable mulch	\$160.00/hr./crew + \$3,000 for grinding (Total not-to-exceed cost of program: \$10,440.00)

The FY 10/11 Budget includes the following funding to conduct two (2) brush collection programs in 2010:

FUND	ACCOUNT	DESCRIPTION	UNEXPENDED
PW – Street Maint.	01-35-755-284	Reimb. Exp. – Brush Pick-Up	\$18,000.00

**ACTION PROPOSED:** Adopt resolution.

RESOLUTION NO. 10-R-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO ACCEPT A PROPOSAL FOR THE 2010 SPRING BRUSH COLLECTION PROGRAM – KRAMER TREE SPECIALISTS, INC.

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BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Village President and Village Clerk be and the same are hereby authorized and directed to accept the proposal from Kramer Tree Specialists, Inc. for completion of the 2010 Spring Brush Collection Program in an amount not to exceed \$10,440.00 as set forth in the proposal attached hereto as Exhibit "A" which is, by this reference, expressly incorporated herein.

ADOPTED and APPROVED this 26<sup>th</sup> day of April, 2010

APPROVED:

\_\_\_\_\_  
Village President

ATTEST:

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

ROLL CALL VOTE:

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

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

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

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



EXHIBIT "A"

# Kramer Tree Specialists, Inc.

300 Charles Court, West Chicago, Illinois 60185

phone (630) 293-5444 fax (630) 293-7667

www.kramertree.com

ILLINOIS CERTIFIED ARBORISTS ON STAFF

## PROPOSAL



**Proposal For:**

Page 1 of 2 Date

4/10/2010

**CLIENT:**

Tim Halik  
7760 Quincy St.  
Willowbrook IL 60527

**Company Name:**

**Village of Willowbrook**

**Regarding** Revised hourly brush pickup  
**Address** 2010

**Special Issues**

**Plant Locations**

**KTS Representative:** Tim

**Modified Date** 4/12/2010 8:27:55 AM

**Modified By:**

**RFE Number** 208610

**Home Phone**

**Work Phone** 323-8215

**Fax** 323-0787

**Mobile** 918-5285 Don

**Pager** 920-2251 Wally

**Bid Status:** Pending

**Bid Number:**

218493

**Call First**

**Call First Reason**

**Sprinkler System**

**REVISED 4/12/2010**

**Village of Willowbrook**

**Curbside Brush Removal**

**&**

**Mulch Supply Program**

**SPRING 2010**

**Thank You For Considering Kramer Tree Specialists, Inc.  
Our Company WILL Exceed Your Expectations**

*Kramer Tree Specialists cannot be responsible for unmarked utilities, structures, sprinkler systems, etc. that may be damaged in the work process.*

*ABOVE LISTED WORK INCLUDES ALL HAULING, DISPOSAL, AND RAKE CLEANUP OF DEBRIS - UNLESS OTHERWISE NOTED.*



# Kramer Tree Specialists, Inc.

phone (630) 293-5444 fax (630) 293-7667

## PROPOSAL



CLIENT: Tim

Halik

Monday, April 12, 2010

Page 2 of 2

Plant Number  
or Item #

# of Trees Plant Species

Brush

Diameter Inches *Current Condition:*

Plant Problem

Brush pick Up

Description of Service / Treatment

Status

Pending

Removal of all curbside brush for Spring 2010 (The week of May 10th) collection period

THIS COST IS FOR COVERING THE VILLAGE (1) TIME WITH BRUSH LOADERS AND STAGING ALL MATERIAL ON VILLAGE PROPERTY. WE WILL THEN MOBILIZE OUT HORIZONTAL GRINDING MACHINE TO PROCESS THE MATERIAL INTO A GOOD QUALITY LANDSCAPE MULCH (not chips) TO LEAVE ON SITE FOR VILLAGE PARKS OR, TO MAKE IT AVAILABLE TO WILLOWBROOK RESIDENTS.

Service Recommended

Brush

REVISED BRUSH PICK UP PROGRAM COST TO BE DETERMINED ON AN HOURLY BASIS WITH COST NOT TO EXCEED \$10,440...

HOURLY COSTS ARE FOR (2) CDL driver/workers... (1) with grapple loader... (1) with brush hauling truck

COST PER WORKING HOUR FOR BOTH WORKERS W/TRUCKS = \$160 (8 hours in town)

Cost for grinder/processing brush into landscape mulch product = \$3,000 (per 1 day of processing... village supplies loader assistance)

COST NOT TO EXCEED \$10,440

In addition to providing valuable mulch product ... Grapple-loader method for removal of curbside brush from village residential streets is safer, quieter, faster, cleaner and overall a more efficient method of a municipal brush removal program.

Cost note: HOURLY -NOT TO EXCEED... Cost: \$10,440.00

---

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

MOTION TO APPROVE -- FY 2010-11 BUDGET

AGENDA NO. 11

AGENDA DATE: 04/26/10

STAFF REVIEW: Sue Stanish

SIGNATURE: Sue Stanish

LEGAL REVIEW:

SIGNATURE: N/A

RECOMMENDED BY VILLAGE ADMIN.:

SIGNATURE: Megan E. PienREVIEWED & APPROVED BY COMMITTEE: YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

We are pleased to present the FY 2010-11 Budget for your approval. You will recall that the Village is under the Appropriation Act and each year is required to adopt an appropriation ordinance; this will be done within the first quarter of the fiscal year. While the appropriation ordinance provides the Village legal authority to expend funds, the annual budget is the Village's spending plan for the year. The attached draft incorporates items discussed during the last budget workshop held on March 1, 2010.

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

Staff will be submitting the FY 2010-11 Budget to the Government Finance Officers Association for the Distinguished Budget Presentation Award in the near future.

**ACTION PROPOSED:** APPROVE THE MOTION

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> A RESOLUTION AWARDING THE FISCAL YEAR 2010-11 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO JAMES D. FIALA PAVING COMPANY, INC. IN THE AMOUNT OF \$191,689.00	<b>AGENDA NO.</b> 12  <b>AGENDA DATE:</b> <u>04/26/10</u>
--	---

**STAFF REVIEW:** Tim Halik, Director of Municipal Services      **SIGNATURE:** Tim Halik

**LEGAL REVIEW:** N/A      **SIGNATURE:** \_\_\_\_\_

**RECOMMENDED BY VILLAGE ADMIN.:**      **SIGNATURE:** Megan C. Peir

**REVIEWED & APPROVED BY COMMITTEE:**      YES  on 03/01/10      NO       N/A

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

This season's Roadway Maintenance Program will include full-depth patching, partial milling, resurfacing, and re-stripping of 1.91 miles of roadway located in the general northwest quadrant of town. This road work is in addition to the reconstruction project of Clarendon Hills Road between 75<sup>th</sup> Street and 79<sup>th</sup> Street, which was recently awarded by IDOT as an ARRA stimulus funded project.

Since the funding for this work will come from the Village Motor Fuel Tax (MFT) Fund, the construction bid documents were required to be submitted to the Illinois Department of Transportation (IDOT) for approval prior to going out to public bid. Once IDOT reviewed and approved the bid document, the project was put out to bid. The public bid opening was held at the Village Hall on Monday, April 5, 2010 at 11:00 AM.

<u>VENDOR</u>	<u>BID AMOUNT</u>
<i>Engineer's Estimate</i>	\$221,050.00
James D. Fiala Paving Co., Inc.	<b>\$191,689.00</b>
Crowley Sheppard Asphalt, Inc.	\$209,045.00
K-Five Construction Corp.	\$214,006.00
Central Blacktop Co., Inc.	\$218,457.50
Chicagoland Paving Contractors, Inc.	\$220,010.00
Brothers Asphalt Paving, Inc.	\$228,240.00
Schroeder Asphalt Services, Inc.	\$229,468.50
RW Dunteman Company	\$261,818.50

James D. Fiala Paving Co., Inc. is an IDOT pre-qualified bidder. They have performed work in the Village in the past. The company is well qualified to complete our roadway maintenance program this year.

**STAFF RECOMMENDATION:**  
 Staff would recommend that the attached resolution authorizing the Village President and Village Clerk to award the contract for the 2010 MFT Roadway Maintenance Program to James D. Fiala Paving Co., Inc. in the amount of \$191,689.00 be adopted. Once the Village Board awards the contract, the contract will then be sent to IDOT for final approval. Once IDOT approves the contract, the Village can issue a Notice to Proceed to the contractor, and the work will begin. Staff anticipates that the work would start at the end of May, and should be completed within 3 weeks time, weather permitting.

RESOLUTION NO. 10-R-\_\_\_\_\_

A RESOLUTION AWARDING THE FISCAL YEAR 2010-11 MOTOR FUEL TAX ROADWAY MAINTENANCE PROGRAM CONTRACT TO JAMES D. FIALA PAVING COMPANY, INC. IN THE AMOUNT OF \$191,689.00

---

BE IT RESOLVED by the President and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, to accept the low bid received from James D. Fiala Paving Company, Inc. in the amount of \$191,689.00 for the Village of Willowbrook's Fiscal Year 2010-11 Motor Fuel Tax Roadway Maintenance Program and that the Village President and Village Clerk be authorized to sign the appropriate documents authorizing this work in the amount of \$191,689.00.

ADOPTED and APPROVED this 26<sup>th</sup> day of April, 2010

APPROVED:

\_\_\_\_\_  
Village President

ATTEST:

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

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

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

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

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



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

April 6, 2010

Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527

Attention: Tim Halik

Subject: 2010 MFT Program  
(CBBEL Project No. 90-144 H114)

Dear Tim:

On April 5, 2010, you and I opened sealed proposals for the 2010 MFT Program at the Village Hall. As you know, the project includes partial milling, patching, resurfacing, and striping. Eight bids were received at the bid opening.

Engineer's Opinion of Cost	\$221,050.00
James D. Fiala Paving Co. Inc.	\$191,689.00
Crowley Sheppard Asphalt, Inc.	\$209,045.00
K-Five Construction Corp.	\$214,006.00
Central Blacktop Co. Inc.	\$218,457.50
Chicagoland Paving Contractors Inc.	\$220,010.00
Brothers Asphalt Paving, Inc.	\$228,240.00
Schroeder Asphalt Services, Inc.	\$229,468.50
RW Dunteman Company	\$261,818.50

The bid from James D. Fiala Paving is below the estimate and appears to be complete and correct. Therefore, we recommend that the contract be awarded to them.

A detailed bid summary is attached.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

Attachment

DLL/jmc  
N:\WILLOWBROOK\90144H114\ADMIN\1.040610.docx

**RECEIVED**

**APR - 6 2010**

**VILLAGE OF WILLOWBROOK  
MUNICIPAL SERVICES DEPT.**

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEER'S ESTIMATE	UNIT PRICE	FAIA	UNIT PRICE	ERONET/SHEPPARD	UNIT PRICE	K-FIVE	UNIT PRICE	CENTRAL BLACKTOP	UNIT PRICE	CHICAGO ROAD	UNIT PRICE	BROTHERS	UNIT PRICE	SCHROEDER	UNIT PRICE	DUNTESMAN
40500100	BITUMINOUS MATERIALS (PRIME COAT)	2400	TON	\$ 1.00	\$ 2,400.00	\$ 0.01	\$ 24.00	\$ 7.25	\$ 17,250.00	\$ 15.00	\$ 36,000.00	\$ 1.50	\$ 3,600.00	\$ 3.00	\$ 7,200.00	\$ 0.10	\$ 240.00	\$ 24.00	\$ 24.00	\$ 0.10	\$ 240.00
40603315	HOT-MIX ASPHALT SURFACE COURSE (MIK D, NS9)	2180	TON	\$ 70.00	\$ 152,600.00	\$ 0.01	\$ 16,800.00	\$ 68.00	\$ 148,800.00	\$ 69.00	\$ 150,420.00	\$ 74.00	\$ 161,100.00	\$ 74.00	\$ 161,320.00	\$ 75.25	\$ 164,767.50	\$ 75.25	\$ 164,767.50	\$ 78.25	\$ 171,967.50
44500155	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2" (PARTIAL WIDTH)	14180	YD	\$ 2.00	\$ 28,360.00	\$ 1.75	\$ 24,810.00	\$ 14.00	\$ 19,852.00	\$ 14.50	\$ 20,559.00	\$ 15.50	\$ 22,077.00	\$ 12.00	\$ 17,016.00	\$ 21.00	\$ 29,810.00	\$ 21.00	\$ 29,810.00	\$ 3.75	\$ 52,875.00
78000050	THERMOPLASTIC PAVEMENT MARKING LINE 2"	165	LF	\$ 10.00	\$ 1,650.00	\$ 15.00	\$ 2,475.00	\$ 15.00	\$ 2,475.00	\$ 15.00	\$ 2,475.00	\$ 15.00	\$ 2,475.00	\$ 15.00	\$ 2,475.00	\$ 15.00	\$ 2,475.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
790A	CLASS D PATCHES BINDER SPECIAL 'P'	710	YD	\$ 35.00	\$ 24,850.00	\$ 35.00	\$ 24,850.00	\$ 40.00	\$ 28,400.00	\$ 40.00	\$ 28,400.00	\$ 40.00	\$ 28,400.00	\$ 40.00	\$ 28,400.00	\$ 40.00	\$ 28,400.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
	GRAND TOTAL			\$	\$ 221,050.00	\$	\$ 191,482.00	\$	\$ 209,945.00	\$	\$ 214,098.00	\$	\$ 218,477.00	\$	\$ 220,010.00	\$	\$ 228,240.00	\$	\$ 229,468.00	\$	\$ 265,818.50



**Illinois Department of Transportation**

**Proposal / Contract Cover**

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

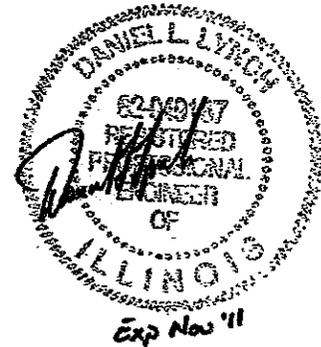
STATE OF ILLINOIS

COUNTY OF DUPAGE

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



FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. VARIOUS

SECTION NO. 10-00000-02-G.M

TYPES OF FUNDS MFT

**For Municipal Projects**

Submitted \_\_\_\_\_  
 Approved/Passed March 8, 2010  
 Date

Robert A. Napoli  
 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 MAR 23 2010

Diane M. O'Keefe  
 Regional Engineer

Concurrence in approval of award

Date \_\_\_\_\_

Regional Engineer



**RETURN WITH BID**

Route	<u>VARIOUS</u>
County	<u>DUPAGE</u>
Local Agency	<u>WILLOWBROOK</u>
Section	<u>10-00000-GM-02</u>

**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 11 o'clock A M., April 5, 2010 Proposals will be opened and read publicly  
(address) (date)

at 11 o'clock A M., April 5, 2010 at the office of The Village Clerk of The Village of Willowbrook, 7760 Quincy Street, Willowbrook, IL 60527  
(date) (address)

**Description of Work**

Name 2010 Road Project Length 10,100 feet ( 1.91 miles)

Location Village of Willowbrook on the following streets: Western Ave, Bentley Ave, 65<sup>th</sup> St, 61<sup>st</sup> St, and 60<sup>th</sup> Ct.

Proposed Improvement Hot-Mix Asphalt surface removal, Hot-Mix Asphalt surface course, Class D patching, and striping.

**Bidders Instructions**

1. Plans and proposal forms will be available in the office of Willowbrook Village Hall  
7760 Quincy Street, Willowbrook, IL 60527, FOR A NON-REFUNDABLE FEE OF \$30.00 PAYABLE TO THE 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 contained in the "Supplemental Specifications and Recurring Special Provisions".
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 contained in the "Supplemental Specifications and Recurring Special Provisions".
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	f. BLR 12230 - Proposal Bid Bond (if applicable)
b. BLR 12220 - Notice to Bidders	g. BLR 12325 - Apprenticeship or Training Program Certification (do not use for federally funded projects)
c. BLR 12221 - Contract Proposal	
d. BLR 12222 - Contract Schedule of Prices	
e. BLR 12223 - Signatures	
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	<u>Various</u>
County	<u>DuPage</u>
Local Agency	<u>Willowbrook</u>
Section	<u>10-00000-GM-02</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: \_\_\_\_\_

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2010

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA      Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-10)

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### RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2010

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).....	111
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20	<input type="checkbox"/> Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97).....	160
21	<input type="checkbox"/> Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07).....	164
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26	<input type="checkbox"/> English Substitution of Metric Bolts (Eff. 7-1-96).....	172
27	<input type="checkbox"/> English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) .....	173
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31	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-09).....	184
32	<input type="checkbox"/> Asbestos Bearing Pad Removal (Eff. 11-1-03).....	196
33	<input type="checkbox"/> Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) .....	197

CHECK SHEET  
FOR  
RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS

Adopted January 1, 2010

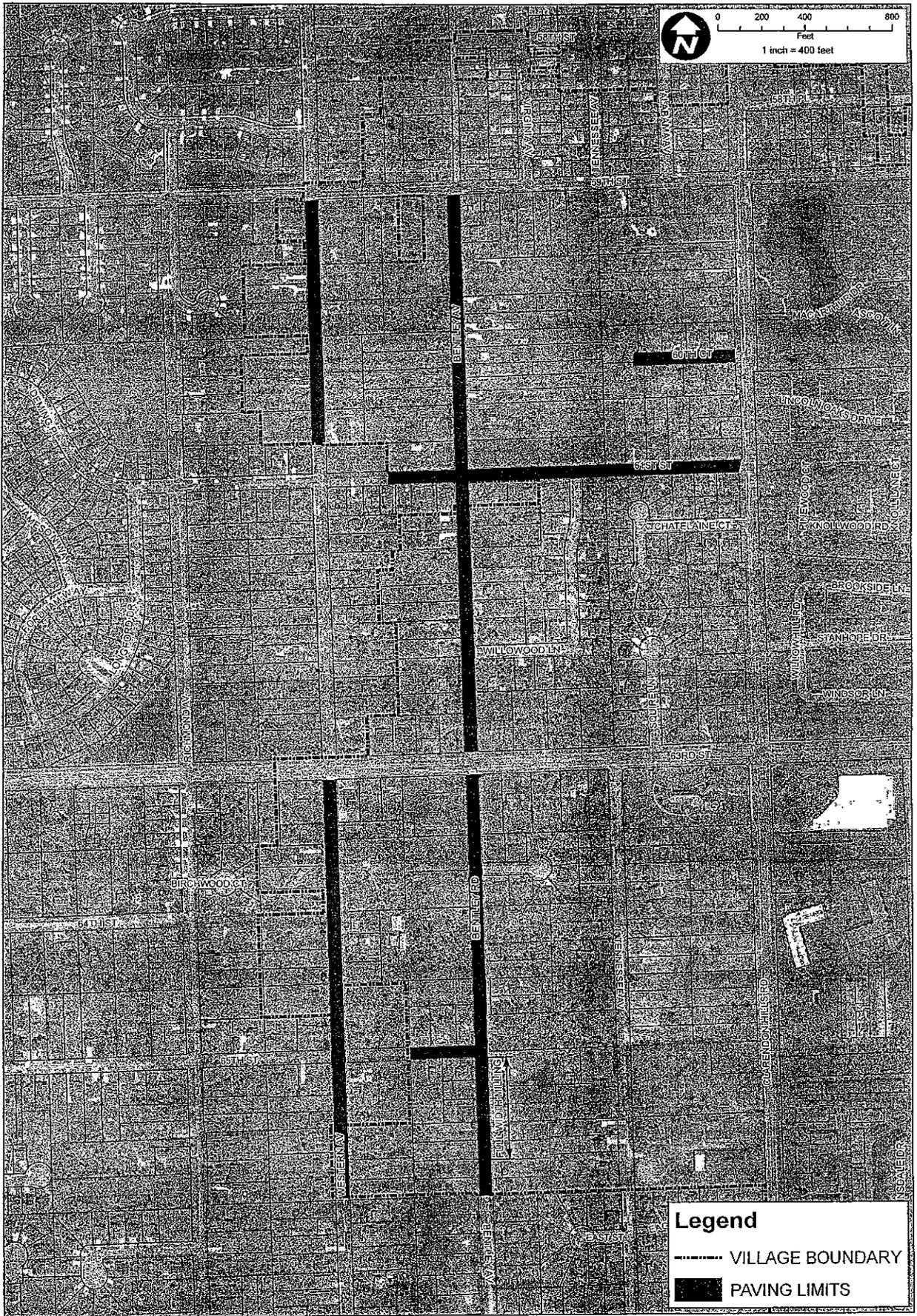
The following RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS

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The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2010, 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 Section No. 10-00000-GM-02, Village of Willowbrook, Western Av, Bentley Av, 65<sup>th</sup> St, 61<sup>st</sup> St, 60<sup>th</sup> Ct, and DuPage County and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.



Map Document: (N:\WILLOWBROOK\90144H114\paving limits.mxd)  
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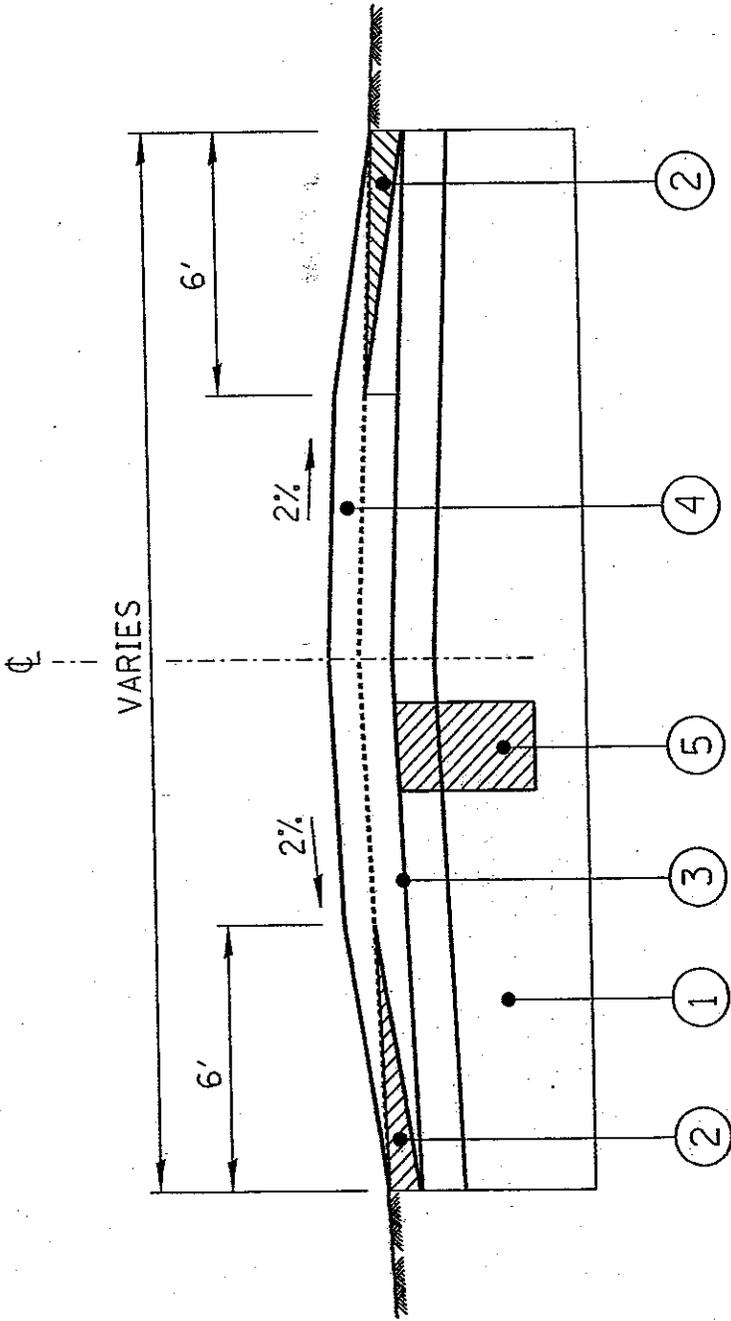
TITLE: **PAVING LIMITS**

PROJ. NO. 90144H114  
DATE: 02-12-2010  
SHEET 1 OF 1  
DRAWING NO.

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

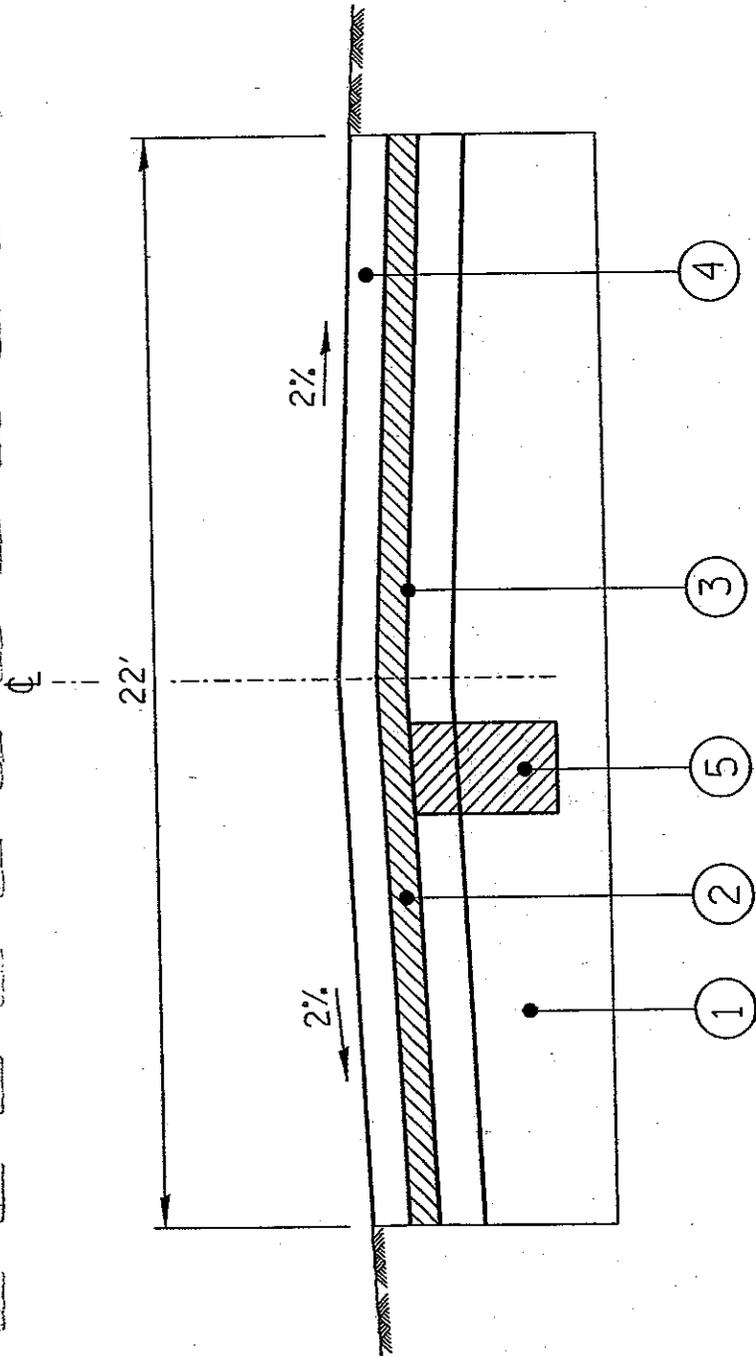
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**EXH**



**EXISTING AND PROPOSED CROSS SECTION**  
**WESTERN AVENUE, BENTLEY AVENUE**  
**61st STREET, 60th COURT, AND 65th STREET**

- ① EXISTING AGGREGATE BASE
- ② MILL 1 1/2" OF EXISTING HOT MIX ASPHALT SURFACE (EDGE MILLING)
- ③ BITUMINOUS MATERIALS (PRIME) @ 0.10 GALLONS/SY
- ④ PROPOSED HOT MIX ASPHALT SURFACE COURSE, MIX "D" N50 ( 1 1/2" )
- ⑤ PROPOSED CLASS D PATCH, BINDER SPECIAL, 6" ( AS DIRECTED BY ENGINEER )



**EXISTING AND PROPOSED CROSS SECTION**  
**BENTLEY AVENUE - (ONE SECTION ONLY)**

- ① EXISTING AGGREGATE BASE
- ② MILL 1 1/2" OF EXISTING HOT MIX ASPHALT SURFACE ( FULL WIDTH)
- ③ BITUMINOUS MATERIALS ( PRIME ) @ 0.10 GALLONS/SY
- ④ PROPOSED HOT MIX ASPHALT SURFACE COURSE, MIX "D" N50 ( 1 1/2" )
- ⑤ PROPOSED CLASS D PATCH, BINDER SPECIAL, 6" ( AS DIRECTED BY ENGINEER )

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**LOCATION OF PROJECT**

This improvement is located on the following roads in the Village of Willowbrook, Du Page County Illinois: Western Ave, Bentley Ave, 65<sup>th</sup> St, 61<sup>st</sup> St, and 60<sup>th</sup> Ct. Total length is approximately 10,100 feet.

Road	Start	End
Western Avenue	59 <sup>th</sup> St	Just N. of 61 <sup>st</sup> St
Western Avenue	63 <sup>rd</sup> St	S. of 65 <sup>th</sup> St. to South Limits
Bentley Avenue	59 <sup>th</sup> Street	S. of 65 <sup>th</sup> St to South Limits
65 <sup>th</sup> Street	Bentley Ave	Approx. 300' W. of Bentley
61 <sup>st</sup> Street	Clarendon Hills Road	West Limits (W. Of Bentley)
60 <sup>th</sup> Court	Clarendon Hills Road	Cul -de sac

**DESCRIPTION OF PROJECT**

This contract includes the hot-mix asphalt (HMA) resurfacing of the above mentioned streets. Included in this project are HMA surface removal, HMA surface course, Class D patching, and striping.

**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 (PAVING OPERATIONS)**

The Village Engineer shall mark the limits of paving operations. This includes all removal and resurfacing limits at the start / end of the project and at side street radii, etc.

### 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.

**BUTT JOINTS**

Butt joints shall be constructed the entire width of the road and at all paved driveways at a finished longitudinal slope of less than 2.5% (1V: 40H). In the opinion of the engineer, the butt joint shall provide a smooth transition between existing pavement and the improved surface. The contractor's work shall conform to section 406.18 Butt Joints of the Standard Specifications for Road and Bridge Construction. This item shall not be paid for separately, but is incidental to the contract unit price per square yard for HMA Surface Course Removal, 1 1/2".

**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, Downer Grove Township Road District 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 PATCHES, BINDER 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 PATCHES, BINDER 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 6 inches of Hot-Mix Asphalt Binder Course, IL-19, N50, 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 (SY) for CLASS D PATCHES, BINDER, SPECIAL, 6" which price shall include the removal of the existing pavement base and 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.

Use	Mixture	Aggregates Allowed
HMA High ESAL	D Surface IL-12.5 or IL-9.5	<p>Crushed Gravel            Crushed Stone (other than Limestone)            Crushed Sandstone            Crushed Slag (ACBF)            Crushed Steel Slag (except when used as leveling binder)</p> <p>Limestone may be used in Mixture D if blended by volume in the following coarse aggregate percentages:            Up to 25% Limestone with at least 75% Dolomite.            Up to 50% Limestone with at least 50% any aggregate listed for Mixture D except Dolomite.            Up to 75% Limestone with at least 25% Crushed Slag (ACBF) or Crushed Sandstone.</p>
HMA High ESAL	E Surface IL-12.5 or IL-9.5	<p>Crushed Gravel            Crushed Stone (other than Limestone and Dolomite)            Crushed Sandstone</p> <p>No Limestone.</p> <p>Dolomite may be used in Mixture E if blended by volume in the following coarse aggregate percentages:            Up to 75% Dolomite with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 75% of either Slag by volume.            Up to 50% Dolomite with at least 50% of any aggregate listed for Mixture E.</p> <p>If required to meet design criteria, Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) may be blended by volume in the following coarse aggregate percentages:            Up to 75% Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 50% of either Slag by volume.</p>

Use	Mixture	Aggregates Allowed
HMA High ESAL	F Surface IL-12.5 or IL-9.5	Crushed Sandstone  No Limestone.  Crushed Gravel, Crushed Concrete, or Crushed Dolomite may be used in Mixture F if blended by volume in the following coarse aggregate percentages: Up to 50% Crushed Gravel, Crushed Concrete or Crushed Dolomite with at least 50% Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or any Other Crushed Stone (to include Granite, Diabase, Rhyolite or Quartzite). When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 50% to a maximum of 75% of either Slag by volume.

(b) Quality. For surface courses and binder courses when used as surface course, the coarse aggregate shall be Class B quality or better. For Class A (seal or cover coat), other binder courses, and surface course IL-9.5L (Low ESAL), the coarse aggregate shall be Class C quality or better. For All Other courses, the coarse aggregate shall be Class D quality or better.

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

Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-25.0 IL-19.0 IL-12.5 IL-9.5	CA 7 <sup>1/</sup> or CA 8 <sup>1/</sup> CA 11 <sup>1/</sup> CA 16 and/or CA 13 CA 16
HMA Low ESAL	IL-19.0L IL-9.5L	CA 11 <sup>1/</sup> CA 16
HMA All Other	Stabilized Subbase or Shoulders	CA 6 <sup>2/</sup> , CA 10, or CA 12

- 1/ CA 16 or CA 13 may be blended with the gradations listed.  
 2/ CA 6 will not be permitted in the top lift of shoulders.

**Fine Aggregate for Hot- Mix asphalt (HMA) (D-1)**

Effective: May 1, 2007

Revised: January 15, 2010

Add the following to the gradation tables of Article 1003.01(c) of the Standard Specifications:

FINE AGGREGATE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	3/8	No. 4	No. 8	No. 16	No. 200
FA 22	100	6/	6/	8±8	2±2

FINE AGGREGATE GRADATIONS (metric)					
Grad No.	Sieve Size and Percent Passing				
	9.5 mm	4.75 mm	2.36 mm	1.16 mm	75 µm
FA 22	100	6/	6/	8±8	2±2

6/ For the fine aggregate gradations FA 22, the aggregate producer shall set the midpoint percent passing, and the Department will apply a range of ± ten percent. The midpoint shall not be changed without Department approval.

Revise Article 1003.03(a) of the Standard Specifications to read:

“(a) Description. Fine aggregate for HMA shall consist of sand, stone sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted.”

Revise Article 1003.03 (c) of the Standard Specifications to read:

“(c) Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, FA 21 or FA 22. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA.”

are designated as containing Class B quality coarse aggregate.

- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

#### **Aggregate Quality Testing of RAP:**

The processed pile shall have a maximum tonnage of 5,000 tons (4500 metric tons). The pile shall be crushed and screened with 100 percent of the material passing the 3/4 in. (19mm) sieve. The pile shall be tested for AC content and gradation and shall conform to all requirements of Article 1031.03 Testing, herein. Once the uniformity of the gradation and AC content has been established, the Contractor shall obtain a representative sample with district oversight of the sampling. This sample shall be no less than 50 lbs (25 kg) and this sample shall be delivered to a Consultant Lab, prequalified by the Department for extraction testing according to Illinois Modified AASHTO T 164. After the AC has been extracted, the Consultant Lab shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid directly 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.

**1031.05 Use of RAP in HMA.** The use of RAP in HMA shall be as follows.

- (a) 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.
- (b) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8 or variable size in which the coarse aggregate is Class B quality or better.
- (c) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, conglomerate variable size, in which the coarse aggregate is Class C quality or better.
- (d) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, conglomerate variable size, or conglomerate DQ.
- (e) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the Contractor chooses the RAP option, the percentage of RAP shall not

exceed the amounts indicated in the table for a given N Design.

Maximum Mixture RAP Percentage

HMA Mixtures <sup>1/3/</sup>		Maximum % Rap	
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30/40 <sup>2/</sup>	30	10
50	25/40 <sup>2/4/</sup>	15/25 <sup>2/</sup>	10 <sup>4/</sup>
70	25/30 <sup>2/</sup>	10/20 <sup>2/</sup>	10
90	10/15 <sup>2/</sup>	10/15 <sup>2/</sup>	10
105	10/15 <sup>2/</sup>	10/15 <sup>2/</sup>	10

- 1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP If 3/8 Rap or conglomerate variable size RAP is utilized.
- 3/ When RAP exceeds 20% the AC shall be PG58 -22. However, when RAP exceeds 20% and is used in full depth HMA pavement the AC shall be PG58 -28.
- 4/ Polymerized Leveling Binder, IL-4.75 is 15 %

**1031.06 HMA Mix Designs.** At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

RAP designs shall be submitted for volumetric verification. If additional RAP 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 stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

**1031.07 HMA Production.** The coarse aggregate in all RAP 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, 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 control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 or conglomerate variable size RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the following information.

(a) Drier Drum Plants

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA Mix number assigned by the Department
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)
- (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP material (per size) as a percent of the total mix to the nearest 0.1 unit.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel (Required when accumulated or individual aggregate and RAP are printed in wet condition).

(b) Batch Plants

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram)
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) Individual RAP Aggregate weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram)
- (7) Residual asphalt binder of each RAP size 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.

**1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.
- (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."

**BDE SPECIAL PROVISIONS**  
For the April 23 and June 11, 2010 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.

File Name	#	Special Provision Title	Effective	Revised
80240	1	<input type="checkbox"/> Above Grade Inlet Protection	July 1, 2009	
80099	2	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80243	3	<input type="checkbox"/> American Recovery and Reinvestment Act Provisions	April 1, 2009	
80236	4	<input type="checkbox"/> American Recovery and Reinvestment Act Signing	April 1, 2009	April 15, 2009
80186	5	<input type="checkbox"/> Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
80213	6	<input type="checkbox"/> Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	
80207	7	<input type="checkbox"/> Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders	Nov. 1, 2008	
80192	8	<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	
80173	9	<input checked="" type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	April 1, 2009
80241	10	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
50261	11	<input checked="" type="checkbox"/> Building Removal Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	12	<input checked="" type="checkbox"/> Building Removal Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	13	<input checked="" type="checkbox"/> Building Removal Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	14	<input checked="" type="checkbox"/> Building Removal Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80166	15	<input type="checkbox"/> Cement	Jan. 1, 2007	April 1, 2009
80198	16	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
80199	17	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80094	18	<input type="checkbox"/> Concrete Admixtures	Jan. 1, 2003	April 1, 2009
80214	19	<input type="checkbox"/> Concrete Gutter, Type A	Jan. 1, 2009	
80215	20	<input type="checkbox"/> Concrete Joint Sealer	Jan. 1, 2009	
80226	21	<input type="checkbox"/> Concrete Mix Designs	April 1, 2009	
80237	22	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Vehicle Emissions Control	April 1, 2009	July 1, 2009
80239	23	<input checked="" type="checkbox"/> Construction Air Quality – Idling Restrictions	April 1, 2009	
80227	24	<input type="checkbox"/> Determination of Thickness	April 1, 2009	
80177	25	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80329	26	<input checked="" type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2010
80178	27	<input type="checkbox"/> Dowel Bars	April 1, 2007	Jan. 1, 2008
80179	28	<input type="checkbox"/> Engineer's Field Office Type A	April 1, 2007	Aug. 1, 2008
80205	29	<input type="checkbox"/> Engineer's Field Office Type B	Aug. 1, 2008	
80189	30	<input checked="" type="checkbox"/> Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80244	31	<input type="checkbox"/> Filter Fabric	Nov. 1, 2009	Jan. 1, 2010
80228	32	<input checked="" type="checkbox"/> Flagger at Side Roads and Entrances	April 1, 2009	
80249	33	<input type="checkbox"/> Frames and Grates	Jan. 1, 2010	
80229	34	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80169	35	<input type="checkbox"/> High Tension Cable Median Barrier	Jan. 1, 2007	April 1, 2009
80194	36	<input type="checkbox"/> HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80245	37	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Anti-Stripping Additive	Nov. 1, 2009	
80246	38	<input type="checkbox"/> Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	
80250	39	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Drop-Offs	Jan. 1, 2010	
80259	40	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Fine Aggregate	April 1, 2010	
80201	41	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Plant Test Frequency	April 1, 2008	Jan. 1, 2010
80251	42	<input checked="" type="checkbox"/> Hot-Mix Asphalt – QC/QA Acceptance Criteria	Jan. 1, 2010	
80202	43	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Transportation	April 1, 2008	
80109	44	<input type="checkbox"/> Impact Attenuators	Nov. 1, 2003	Nov. 1, 2008
80110	45	<input type="checkbox"/> Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80252	46	<input type="checkbox"/> Improved Subgrade	Jan. 1, 2010	

File Name	#		Special Provision Title	Effective	Revised
80230	47	<input checked="" type="checkbox"/>	Liquidated Damages	April 1, 2009	
80196	48	<input type="checkbox"/>	Mast Arm Assembly and Pole	Jan. 1, 2008	Jan. 1, 2009
80045	49	<input type="checkbox"/>	Material Transfer Device	June 15, 1999	Jan. 1, 2009
80203	50	<input type="checkbox"/>	Metal Hardware Cast into Concrete	April 1, 2008	April 1, 2009
80165	51	<input type="checkbox"/>	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80238	52		Monthly Employment Report	April 1, 2009	Jan. 1, 2010
80253	53	<input type="checkbox"/>	Movable Traffic Barrier System	Jan. 1, 2010	
80082	54	<input checked="" type="checkbox"/>	Multilane Pavement Patching	Nov. 1, 2002	
80180	55	<input type="checkbox"/>	National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction	April 1, 2007	Nov. 1, 2009
80208	56	<input type="checkbox"/>	Nighttime Work Zone Lighting	Nov. 1, 2008	
80182	57	<input type="checkbox"/>	Notification of Reduced Width	April 1, 2007	
80069	58	<input type="checkbox"/>	Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2010
80216	59	<input type="checkbox"/>	Partial Exit Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80231	60	<input type="checkbox"/>	Pavement Marking Removal	April 1, 2009	
80254	61	<input checked="" type="checkbox"/>	Pavement Patching	Jan. 1, 2010	
80022	62	<input checked="" type="checkbox"/>	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80209	63	<input checked="" type="checkbox"/>	Personal Protective Equipment	Nov. 1, 2008	
80232	64		Pipe Culverts	April 1, 2009	April 1, 2010
80119	65	<input type="checkbox"/>	Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2009
80210	66	<input type="checkbox"/>	Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80170	67	<input type="checkbox"/>	Portland Cement Concrete Plants	Jan. 1, 2007	
80217	68	<input type="checkbox"/>	Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80171	69	<input type="checkbox"/>	Precast Handling Holes	Jan. 1, 2007	
80218	70	<input type="checkbox"/>	Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2009
80219	71	<input type="checkbox"/>	Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2009
80220	72	<input type="checkbox"/>	Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
80221	73	<input type="checkbox"/>	Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
80211	74	<input type="checkbox"/>	Prismatic Curb Reflectors	Nov. 1, 2008	
80015	75	<input checked="" type="checkbox"/>	Public Convenience and Safety	Jan. 1, 2000	
34261	76	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	77	<input type="checkbox"/>	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80217	78		Raised Reflective Pavement Markers	Nov. 1, 2009	April 1, 2010
80223	79	<input type="checkbox"/>	Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80172	80	<input type="checkbox"/>	Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 1, 2010
80183	81	<input checked="" type="checkbox"/>	Reflective Sheeting on Channelizing Devices	April 1, 2007	Nov. 1, 2008
80206	82	<input type="checkbox"/>	Reinforcement Bars – Storage and Protection	Aug. 1, 2008	April 1, 2009
80224	83	<input type="checkbox"/>	Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	
80131	84	<input type="checkbox"/>	Seeding	July 1, 2004	Jan. 1, 2010
80152	85	<input type="checkbox"/>	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2009
80132	86	<input type="checkbox"/>	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80127	87	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	April 1, 2009
80255	88	<input type="checkbox"/>	Stone Matrix Asphalt	Jan. 1, 2010	
80234	89		Storm Sewers	April 1, 2009	April 1, 2010
80143	90	<input checked="" type="checkbox"/>	Subcontractor Mobilization Payments	April 2, 2005	
80075	91	<input type="checkbox"/>	Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	92	<input type="checkbox"/>	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2010
80256	93	<input type="checkbox"/>	Temporary Longitudinal Traffic Barrier System	Jan. 1, 2010	
80225	94	<input type="checkbox"/>	Temporary Raised Pavement Marker	Jan. 1, 2009	
80176	95	<input checked="" type="checkbox"/>	Thermoplastic Pavement Markings	Jan. 1, 2007	
80257	96	<input type="checkbox"/>	Traffic Barrier Terminal, Type 6	Jan. 1, 2010	
20338	97	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	
80258	98	<input type="checkbox"/>	Truck Mounted/Trailer Mounted Attenuators	Jan. 1, 2010	

File Name # Special Provision Title Effective Revised  
 80071 99  Working Days Jan. 1, 2002

The following special provisions are in the 2010 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80193	Concrete Barrier	Section 637	Jan. 1, 2008	
80175	Epoxy Pavement Markings	Section 1095	Jan. 1, 2007	
80181	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	Section 1030	April 1, 2007	April 1, 2008
80136	Hot-Mix Asphalt Mixture IL-4.75	Sections 406, 1003, 1030, 1032 and 1102	Nov. 1, 2004	Jan. 1, 2008
80195	Hot-Mix Asphalt Mixture IL-9.5L	Sections 1004 and 1030	Jan. 1, 2008	
80129	Notched Wedge Longitudinal Joint	Section 406	July 1, 2004	Jan. 1, 2007
80235	Payrolls and Payroll Records	Check Sheets #1 and #5	Mar. 1, 2009	July 1, 2009
80134	Plastic Blockouts for Guardrail	Section 630	Nov. 1, 2004	Jan. 1, 2007
80151	Reinforcement Bars	Section 1006	Nov. 1, 2005	April 1, 2009
80184	Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	
80212	Sign Panels and Sign Panel Overlays	Supplemental	Nov. 1, 2008	
80197	Silt Filter Fence	Sections 1080 and 1081	Jan. 1, 2008	
80153	Steel Plate Beam Guardrail	Section 1006	Nov. 1, 2005	Aug. 1, 2007
80191	Stone Gradation Testing	Section 1005	Nov. 1, 2007	
80185	Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	
80149	Variable Spaced Tining	Section 420	Aug. 1, 2005	Jan. 1, 2007
80204	Woven Wire Fence	Section 1006	April 1, 2008	

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

## BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006

Revised: April 1, 2009

**Description.** Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and pavement preservation type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

**Method of Adjustment.** Bituminous materials cost adjustments will be computed as follows.

$$CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$$

Where: CA = Cost Adjustment, \$.

BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).

%AC<sub>V</sub> = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>V</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards:  $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$ . For HMA mixtures measured in square meters:  $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 24.99) / 1000$ . When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and % AC<sub>V</sub>.

For bituminous materials measured in gallons:  $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$

For bituminous materials measured in liters:  $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

$G_{mb}$  = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

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

$$\text{Percent Difference} = \{(BPI_L - BPI_P) \div BPI_L\} \times 100$$

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

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

**Contract No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contractor's Option:**

Is your company opting to include this special provision as part of the contract?

Yes  No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

80173

## CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: July 1, 2009

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end

with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

80237

## **CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)**

Effective: April 1, 2009

**Idling Restrictions.** The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

80239

## EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

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

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

"(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate:  $0.5 \times (\text{FHWA hourly rate} - \text{EOC})$ .

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

- b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

80189

## **FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)**

Effective: April 1, 2009

Revise the second paragraph of Article 701.13(a) of the Standard Specifications to read:

"The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer."

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, or other traffic control devices required by the Engineer over and above those specified will be paid for according to Article 109.04. All flaggers required at side roads and entrances remaining open to traffic including those that are shown on the Highway Standards and/or additional barricades required by the Engineer to close side roads and entrances will be paid for according to Article 109.04."

80228

## **HOT-MIX ASPHALT – ANTI-STRIPPING ADDITIVE (BDE)**

Effective: November 1, 2009

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

“(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283. To be considered acceptable by the Department as a mixture not susceptible to stripping, the conditioned to unconditioned split tensile strength ratio (TSR) shall be equal to or greater than 0.85 for 6 in. (150 mm) specimens. Mixtures, either with or without an additive, with TSRs less than 0.85 for 6 in. (150 mm) specimens will be considered unacceptable. Also, the conditioned tensile strength for mixtures containing an anti-strip additive shall not be lower than the original conditioned tensile strength determined for the same mixture without the anti-strip additive.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option.”

80245

**HOT-MIX ASPHALT – DROP-OFFS (BDE)**

Effective: January 1, 2010

Revise the third paragraph of Article 701.07 of the Standard Specifications to read:

“At locations where construction operations result in a differential in elevation exceeding 3 in. (75 mm) between the edge of pavement or edge of shoulder within 3 ft (900 mm) of the edge of the pavement and the earth or aggregate shoulders, Type I or II barricades or vertical panels shall be placed at 100 ft (30 m) centers on roadways where the posted speed limit is 45 mph or greater and at 50 ft (15 m) centers on roadways where the posted speed limit is less than 45 mph.”

80250

**HOT-MIX ASPHALT -- PLANT TEST FREQUENCY (BDE)**

Effective: April 1, 2008

Revised: January 1, 2010

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
Aggregate Gradation  % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 µm) No. 200 (75 µm)  Note 1.	1 washed ignition oven test on the mix per half day of production  Note 4.	1 washed ignition oven test on the mix per day of production  Note 4.	Illinois Procedure
Asphalt Binder Content by Ignition Oven  Note 2.	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
VMA  Note 3.	Day's production ≥ 1200 tons:  1 per half day of production  Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	N/A	Illinois Modified AASHTO R 35
Air Voids  Bulk Specific Gravity of Gyrotory Sample	Day's production ≥ 1200 tons:  1 per half day of production	1 per day	Illinois-Modified AASHTO T 312

Parameter	Frequency of Tests	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture		
	Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Maximum Specific Gravity of Mixture	Day's production $\geq$ 1200 tons:  1 per half day of production	1 per day	Illinois-Modified AASHTO T 209
	Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu$ m) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident."

**HOT-MIX ASPHALT – QC/QA ACCEPTANCE CRITERIA (BDE)**

Effective: January 1, 2010

Revise Article 1030.05(f)(3) of the Standard Specifications to read:

“(3) Department assurance tests for voids, field VMA, and density.”

80251

## HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

**“1030.08 Transportation.** Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department’s approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA.21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine.”

80202

**LIQUIDATED DAMAGES (BDE)**

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 375	\$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650"

80230

## **MULTILANE PAVEMENT PATCHING (BDE)**

Effective: November 1, 2002

Pavement broken and holes opened for patching shall be completed prior to weekend or holiday periods. Should delays of any type or for any reason prevent the completion of the work, temporary patches shall be constructed. Material able to support the average daily traffic and meeting the approval of the Engineer shall be used for the temporary patches. The cost of furnishing, placing, maintaining, removing and disposing of the temporary work, including traffic control, shall be the responsibility of the Contractor.

80082

**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

## **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

**PERSONAL PROTECTIVE EQUIPMENT (BDE)**

Effective: November 1, 2008

Revise the first sentence of Article 701.12 of the Standard Specifications to read:

"All personnel on foot, excluding flaggers, within the highway right-of-way shall wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments."

80209

**PUBLIC CONVENIENCE AND SAFETY (BDE)**

Effective: January 1, 2000

Add the following paragraph after the fourth paragraph of Article 107.09 of the Standard Specifications:

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

80015

## REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revised: November 1, 2008

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration, and to the daytime and nighttime color requirements of ASTM D 4956.

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft ( candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40"

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

**WORKING DAYS (BDE)**

Effective: January 1, 2002

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

80071

# Du Page County Prevailing Wage for April 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	---	---	-----	-----	-----	-----
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	7.700	14.45	0.000	0.380
CERAMIC TILE FNShER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	11.98	0.500	0.490
ELECTRIC PWR EQMT OP		ALL		33.140	42.570	1.5	1.5	2.0	4.750	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570	1.5	1.5	2.0	4.750	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570	1.5	1.5	2.0	4.750	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570	1.5	1.5	2.0	4.750	8.230	0.000	0.200
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	8.650	14.07	3.980	0.580
ELEVATOR CONSTRUCTOR		BLD		46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR	NE	ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
FENCE ERECTOR	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
IRON WORKER	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER E		ALL		40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
ORNAMNTL IRON WORKER W		ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
PAINTER		ALL		39.680	41.680	1.5	1.5	1.5	7.500	7.250	0.000	0.750
PAINTER SIGNS		BLD		31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		39.500	41.500	1.5	1.5	2.0	9.700	11.99	0.000	1.310
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		39.500	41.500	1.5	1.5	2.0	9.700	11.99	0.000	1.310
ROOFER		BLD		37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	E	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300

STEEL ERECTOR	W	ALL	40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
STONE MASON		BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	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	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

- M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
- OSA (Overtime 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/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. 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 such as the day after Thanksgiving for Veterans Day. 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





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

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. 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.



Route	<u>VARIOUS</u>
County	<u>DUPAGE</u>
Local Agency	<u>WILLOWBROOK</u>
Section	<u>10-00000-GM-02</u>

**RETURN WITH BID**

1. Proposal of \_\_\_\_\_

for the improvement of the above section by the construction of \_\_\_\_\_

Hot-Mix Asphalt surface removal, Hot-Mix Asphalt surface course, Class D patching, and striping

\_\_\_\_\_ a total distance of 10100.00 feet, of which a distance of 10100.00 feet, (1.910 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 \_\_\_\_\_ ( \_\_\_\_\_ )

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.







**Illinois Department  
of Transportation**

**Signatures**

Route	<u>Various</u>
County	<u>DuPage</u>
Local Agency	<u>Willowbrook</u>
Section	<u>10-00000-GM-02</u>

**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 \_\_\_\_\_

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

President

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

Insert  
Names of  
Officers

} President \_\_\_\_\_

} Secretary \_\_\_\_\_

} Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary



Route Various
County DuPage
Local Agency Willowbrook
Section 10-00000-GM-02

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 \_\_\_\_\_, 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



# 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	
County and Section 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)						
<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.

**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					
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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 \_\_\_\_\_

Signed \_\_\_\_\_

Notary Public

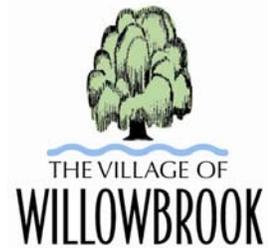
My commission expires \_\_\_\_\_

(Notary Seal)

Company \_\_\_\_\_

Address \_\_\_\_\_

## Village Administration



# Memo

Date: 4/22/2010  
To: President and Board of Trustees  
From: Megan Pierce/Larry Maholland  
CC: Leroy Hansen  
Re: Financial Planning Workshop

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At the special meeting of the Board of Trustees on March 15, it was suggested the Board proceed with the recommendation to engage in strategic planning—focused on long-term financial condition and consideration of new revenue sources and a potential property tax referendum. Though the funding for a strategic planning session had previously been highlighted for deferral in the budget, at the Budget Workshop the Board opted to leave \$5,000 in the Administrator budget for this purpose. The funds should be sufficient to hold a facilitated session with the President and all Trustees to continue important financial discussions.

President Napoli asked Sikich to prepare an estimate to provide this additional service for the Village. Facilitation is a core element of our consulting services; we frequently conduct focus groups, as well as retreats, and lead community meetings related to strategic planning. Below is a summary of the format we believe will assist the Board in developing a short-term financial action plan that includes decisions on revenue sources and initiating a referendum.

We propose convening the Village President and Board for a special meeting that would take place over four hours on a Saturday morning. Prior to the workshop, Sikich will prepare educational information about the essentials of Home Rule powers, focusing specifically on its consequences related to revenue sources. We will also develop any necessary financial forecasts and scenarios which will assist in decision-making. Since it has been an interest of Trustees in the past, we will review and analyze revenue structures in comparable communities.

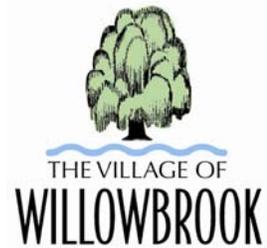
During the first part of the Financial Planning Workshop, the Board will review the Villages' financial projections, which describes the current reality. The Board will next discuss advantages and disadvantages of various revenue enhancements that are available with Home Rule authority. Subsequently, if the Board decides to move forward with a referendum, we will work with the group to lay-out a specific action plan that will establish a process and timeline for submitting the question to the voters. Such a plan will guide the Board to make decisions that are in line with the ultimate goals and will also help in communicating expectations to staff.

The cost to plan for and facilitate this session, as well as to summarize the resulting plan, would be \$3,100. A breakdown of the hours and costs appears on the following page.

<b>Task</b>	<b>Larry's Hours</b>	<b>Megan's Hours</b>	<b>Cost</b>
<i>Prepare for retreat</i>	2.0	3.0	\$838
<i>Facilitate retreat</i>	4.5	4.5	\$1,602
<i>Develop action plan</i>	1.0	2.0	\$482
<i>Travel</i>	1.0	1.0	\$200
<b>TOTAL</b>	<b>8.5</b>	<b>10.5</b>	<b>\$3,100</b>

We would welcome the opportunity to provide these additional services to the Village of Willowbrook. We are available to answer any questions you have about the proposed approach for a Financial Planning Workshop.

MEP



## Memo

Date: 4/22/2010  
To: President and Board of Trustees  
From: Megan Pierce/Larry Maholland  
CC: Leroy Hansen  
Re: Non-Union Salary Program Recommendation

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### Overview

The Village's non-union appraisal system is difficult to administer and undermines productive dialogue between a supervisor and employee. We believe there are better ways to mentor, provide feedback, encourage teamwork and motivate employees.

### Appraisal Form

While conducting the Village's operational review, several managers and non-managers commented that the current non-union performance appraisal system is burdensome and ineffective. These statements are reinforced by the fact that the instruction in the Personnel Manual for completing an evaluation form is 15 pages. It involves establishing objectives that are weighted on a scale of 1-5, then rating the employee's effectiveness using a 1-5 scale in accomplishing those objectives, and also rating the employee on 18 traits (24 if the employee is a supervisor) using the same 1-5 scale. The following excerpt from one of the several pages explaining how to calculate the rating demonstrates the difficulty in administering this system:

*The accomplishment of objectives is more important than merely meeting certain ideal trait characteristics or physical health. Accordingly, multiply the Objectives Score by 4 and add this figure to the Traits Numerical Average times 2, then add the Health Monitoring Test Final Rating and divide this sum by 7.*

If the desired outcome of this appraisal process is to improve an employee's performance, there are myriad ways to accomplish that goal (within and outside the appraisal process), and at the same time, reduce the time to complete these forms. A much simpler form would significantly improve the understandability of the process as well as the dialogue between the manager and employee. An example of a simplified form that provides prompts for productive dialogue is attached. A team of employees could devise a similarly effective form that would meet Village needs. The form should be supplemented by a short procedure in the Personnel Manual that outlines the process and expectations.

### Method

Under the current non-union employee appraisal system, advancement through the salary range is based on the result of the above described calculation—a higher score results in a greater wage

increase. Basically, the evaluation attempts to encapsulate the employee's work for a year into this one number. We believe there are better ways to recognize and motivate employees—ways that do not necessarily involve financial rewards.

Douglas McGregor, author of the Human Side of Enterprise, wrote that “the answer to the question so many managers so often ask behavior scientist—‘How do you motivate people?’ is simple, ‘you don’t.’” Many other highly regarded management experts (W. Edwards Deming, Steven Covey, Peter Block, and Frederick Herzberg) also argue strongly that a scoring system, like Willowbrook's, focuses all the attention on supposedly objective ratings; however, it actually hampers creativity and teamwork and stifles intrinsic motivation. We feel a revised process will not only be a more efficient use of staff time, but also improve the work atmosphere.

While organizations must pay competitively, the concept of incentive pay (unless the incentive is very high) as a motivational tool has been shown to be ineffective in study after study. In a classic article by Frederick Herzberg, “One More Time: How Do You Motivate Employees?” which is based on his research in the 1950's and 1960's, suggests that the factors that produce satisfaction (and motivation) are separate and distinct from those that lead to dissatisfaction. The motivators that emerged from his study are achievement, recognition, work itself, responsibility, advancement and growth. De-motivators, which he described as hygiene factors, include supervision, company policy, working conditions, salary, relationships with peers, status and security. The results of many subsequent studies have reinforced Herzberg's research. Alfie Kohn's attached 1993 Harvard Business Review article, “Why Incentive Plans Cannot Work,” also makes a strong case for systems that do not rely heavily on financial rewards.

## **Recommendation**

The following framework for a procedure is recommended to simplify the performance review process and provide a better way to help employees reach their potential.

- Assemble a small group of employees to develop a simplified form similar to the example “Performance Development Worksheet” attached
- Each supervisor will meet with the employees who report to them semi-annually (it is currently annually)
- Determine the comparable communities based on a community's similarity to Willowbrook based on the following criteria:
  - Equalized Assessed Value per capita provides a good indicator of a community's land use makeup
  - General Fund budget size ensures a minimum level of service offerings
  - Distance from Willowbrook
- Maximum pay will be determined as the 60<sup>th</sup> percentile of the comparable communities (same as currently used)
- Minimum pay will be seventy percent of the maximum pay (same as the union pay range)

- The range will consist of 10 steps and each step will be increased by the same percentage until the maximum is reached
- An employee will advance one step for each year of service on his or her anniversary date until he or she reaches the maximum—using the same method in place for patrol officers

MEP

Enclosure

# Performance Development Worksheet

Employee: \_\_\_\_\_ Job Title: \_\_\_\_\_

Department: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**Instructions to Supervisor:**

This form is intended to be an optional tool to be used for the semi-structured employee meetings. Supervisors should meet with employees to maintain ongoing dialogue regarding that employee's performance and encourage open communication. The objective of this form is to utilize the Agenda topics to stimulate conversation relating to that employee's performance as well as to discuss assigned responsibilities. Emphasis should be given on feedback in addition to establishing or maintaining a team environment.

<b>A G E N D A</b>	<b>Check when complete</b>
○ Discuss the employee's performance on primary job responsibilities during the previous period. The employee should be provided a list of these responsibilities if requested.	
○ Discuss the employee's strengths and areas for improvement in critical performance factors.	
○ Discuss any new responsibilities for the upcoming period and how they relate to the overall goals of the Department and City's outlined in the Business Plan.	
○ Discuss any barriers to effective work performance and job satisfaction.	
○ Discuss possible work process improvements	
○ Discuss employee's career development: future needs, long term goals, and employee's needs to achieve them.	
○ Discuss employee's feedback and suggestions for the supervisor.	
○ Discuss any other topics that the employee or supervisor would like to address.	

**Supervisor comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Employee comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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# Why Incentive Plans Cannot Work

by Alfie Kohn



Harvard Business Review

Reprint 93506



*When reward systems fail, don't blame the program – look at the premise behind it.*

# Why Incentive Plans Cannot Work

By Alfie Kohn

It is difficult to overstate the extent to which most managers and the people who advise them believe in the redemptive power of rewards. Certainly, the vast majority of U.S. corporations use some sort of program intended to motivate employees by tying compensation to one index of performance or another. But more striking is the rarely examined belief that people will do a better job if they have been promised some sort of incentive. This assumption and the practices associated with it are pervasive, but a growing collection of evidence supports an oppos-

## Most managers too often believe in the redemptive power of rewards.

ing view. According to numerous studies in laboratories, workplaces, classrooms, and other settings, rewards typically undermine the very processes they are intended to enhance. The findings suggest that the

failure of any given incentive program is due less to a glitch in that program than to the inadequacy of the psychological assumptions that ground all such plans.

### Temporary Compliance

Behaviorist theory, derived from work with laboratory animals, is indirectly responsible for such programs as piece-work pay for factory workers, stock options for top executives, special privileges accorded to

Employees of the Month, and commissions for salespeople. Indeed, the livelihood of innumerable consultants has long been based on devising fresh formulas for computing bonuses to wave

in front of employees. Money, vacations, banquets, plaques – the list of variations on a single, simple behaviorist model of motivation is limitless. And today even many people who are regarded as forward



thinking – those who promote teamwork, participative management, continuous improvement, and the like – urge the use of rewards to institute and maintain these very reforms. What we use bribes to accomplish may have changed, but the reliance on bribes, on behaviorist doctrine, has not.

Moreover, the few articles that appear to criticize incentive plans are

## Incentives do not alter the attitudes that underlie our behaviors.

invariably limited to details of implementation. Only fine-tune the calculations and delivery of the incentive – or perhaps hire the author as a consultant – and the problem

*Alfie Kohn is the author of four books, including No Contest: The Case Against Competition and the newly published Punished by Rewards: The Trouble with Gold Stars, Incentive Plans, A's, Praise, and Other Bribes, from which this article is adapted. Kohn lectures widely at universities, conferences, and corporations on education and management.*



will be solved, we are told. As Herbert H. Meyer, professor emeritus in the psychology department at the College of Social and Behavioral Sciences at the University of South Florida, has written, "Anyone reading the literature on this subject published 20 years ago would find that the articles look almost identical to those published today." That assessment, which could have been written this morning, was actually offered in 1975. In nearly forty years, the thinking hasn't changed.

Do rewards work? The answer depends on what we mean by "work." Research suggests that, by and large, rewards succeed at securing one thing only: temporary compliance. When it comes to producing lasting change in attitudes and behavior, however, rewards, like punishment, are strikingly ineffective. Once the rewards run out, people revert to their old behaviors. Studies show that offering incentives for losing weight, quitting smoking, using seat belts, or (in the case of children) acting generously is not only less effective than other strategies but often proves worse than doing nothing at all. Incentives, a version of what psychologists call extrinsic motivators, do not alter the attitudes that underlie our behaviors. They do not create an enduring *commitment* to any value or action. Rather, incentives merely—and temporarily—change what we do.



As for productivity, at least two dozen studies over the last three decades have conclusively shown that people who expect to receive a reward for completing a task or for doing that task successfully simply do not perform as well as those who expect no reward at all. These studies examined rewards for children and adults, males and females, and included tasks ranging from memorizing facts to creative problem-solving to designing collages. In general, the more cognitive sophistication and open-ended thinking that was required, the worse people performed when working for a reward. Interestingly enough, the researchers themselves were often taken by surprise. They assumed that rewards would produce better work but discovered otherwise.

The question for managers is whether incentive plans can work when extrinsic motivators more generally do not. Unfortunately, as author G. Douglas Jenkins, Jr., has noted, most organizational studies to date—like the articles published—have tended "to focus on the effects of *variations* in incentive conditions, and not on whether performance-based pay per se raises performance levels."

A number of studies, however, have examined whether or not pay, especially at the executive level, is related to corporate profitability and other measures of organizational performance. Often they have found slight or even *negative* correlations between pay and performance. Typi-



cally, the absence of such a relationship is interpreted as evidence of links between compensation and something other than how well people do their jobs. But most of these data could support a different conclusion, one that reverses the causal arrow. Perhaps what these studies reveal is that higher pay does not produce better performance. In other words, the very idea of trying to reward quality may be a fool's errand.

Consider the findings of Jude T. Rich and John A. Larson, formerly of McKinsey & Company. In 1982,

## Rewards do not create a lasting commitment. They merely, and temporarily, change what we do.

using interviews and proxy statements, they examined compensation programs at 90 major U.S. companies to determine whether return to shareholders was better for corporations that had incentive plans for top executives than it was for those companies that had no such plans. They were unable to find any difference.

Four years later, Jenkins tracked down 28 previously published studies that measured the impact of financial incentives on performance. (Some were conducted in the laboratory and some in the field.) His analysis, "Financial Incentives," published in 1986, revealed that 16, or 57%, of the studies found a positive effect on performance. However, all of the performance measures were quantitative in nature: a good job consisted of producing more of something or doing it faster. Only five of the studies looked at the quality of performance. And none of those five showed any benefits from incentives.

Another analysis took advantage of an unusual situation that affected

## On Incentives

### "The Pay-for-Performance Dilemma"

by Herbert H. Meyer  
*Organizational Dynamics*  
Winter 1975

### "Financial Incentives"

by C. Douglas Jenkins, Jr.  
in *Generalizing from Laboratory to Field Settings*  
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by Harold F. Rothe  
*Journal of Applied Psychology*  
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### "The Effects of Psychologically Based Intervention Programs on Worker Productivity: A Meta-Analysis"

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by Frederick Herzberg  
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### "An Elaboration on Deming's Teachings on Performance Appraisal"

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in *Performance Appraisal: Perspectives on a Quality Management Approach*  
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### "Enemies of Exploration: Self-Initiated Versus Other-Initiated Learning"

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### "Toward a Theory of Task Motivation and Incentives"

by Edwin A. Locke  
*Organizational Behavior and Human Performance*  
Volume 3, 1968

### Intrinsic Motivation and Self-Determination in Human Behavior

by Edward L. Deci and Richard M. Ryan  
New York: Plenum Press, 1985

### "Inferred Values and the Reverse-Incentive Effect in Induced Compliance"

by Jonathan L. Freedman, John A. Cunningham, and Kirsten Kravmer  
*Journal of Personality and Social Psychology*  
March 1992

### The Battle for Human Nature: Science, Morality and Modern Life

by Barry Schwartz  
New York: W.W. Norton and Company, 1986

a group of welders at a Midwestern manufacturing company. At the request of the union, an incentive system that had been in effect for some years was abruptly eliminated. Now, if a financial incentive supplies motivation, its absence should drive down production. And that is exactly what happened, at first. Fortunately, Harold F. Rothe, former personnel manager and corporate staff assistant at the Beloit Corporation, tracked production over a period of months, providing the sort of long-term data rarely collected in this field. After the initial slump, Rothe found that in the absence of incentives the welders' production quickly began to rise and eventually reached a level as high or higher than it had been before.

One of the largest reviews of how intervention programs affect worker productivity, a meta-analysis of some 330 comparisons from 98 studies, was conducted in the mid-1980s by Richard A. Guzzo, associate professor of psychology at the University of Maryland, College Park, and his colleagues at New York University. The raw numbers seemed to suggest a positive relationship between financial incentives and productivity, but because of the huge variations from one study to another, statistical tests indicated that there was no significant effect overall. What's more, financial incentives were virtually unrelated to the number of workers who were absent or who quit their jobs over a period of time. By contrast, training and goal-setting programs had a far greater impact on productivity than did pay-for-performance plans.

## Why Rewards Fail

Why do most executives continue to rely on incentive programs? Perhaps it's because few people take the time to examine the connection between incentive programs and problems with workplace productivity and morale. Rewards buy temporary compliance, so it looks like the problems are solved. It's harder to spot the harm they cause over the long term. Moreover, it does not occur to most of us to suspect rewards, given that our own teachers, parents, and

managers probably used them. "Do this and you'll get that" is part of the fabric of American life. Finally, by clinging to the belief that motivational problems are due to the particular incentive system in effect at the moment, rather than to the psychological theory behind all incentives, we can remain optimistic that a relatively minor adjustment will repair the damage.

Over the long haul, however, the potential cost to any organization of trying to fine-tune reward-driven compensation systems may be considerable. The fundamental flaws of behaviorism itself doom the prospects of affecting long-term behavior change or performance improvement through the use of rewards. Consider the following six-point framework that examines the true costs of an incentive program.

1. "Pay is not a motivator." W. Edward Deming's declaration may seem surprising, even absurd. Of course, money buys the things people want and need. Moreover, the less people are paid, the more concerned they are likely to be about financial matters. Indeed, several studies over the last few decades have found that when people are asked to guess what matters to their coworkers – or, in the case of managers, to their subordinates – they assume money heads the list. But put the question directly – "What do you care about?" – and pay typically ranks only fifth or sixth.

Even if people were principally concerned with their salaries, this does not prove that money is motivating. There is no firm basis for the assumption that paying people more will encourage them to do better work or even, in the long run, more work. As Frederick Herzberg, Distinguished Professor of Management at the University of Utah's Graduate School of Management, has argued, just because too little money can irritate and demotivate does not mean that more and more money will bring about increased satisfaction, much less increased motivation. It is plausible to assume that if someone's take-home pay was cut in half, his or her morale would suffer enough to undermine performance.

But it doesn't necessarily follow that doubling that person's pay would result in better work.

2. **Rewards punish.** Many managers understand that coercion and fear destroy motivation and create defiance, defensiveness, and rage. They realize that punitive management is a contradiction in terms. As Herzberg wrote in HBR some 25 years ago ("One More Time: How Do You Motivate Employees?" January-February 1968), a "KITA" – which, he coyly explains, stands for "kick in the pants" – may produce movement but never motivation.

What most executives fail to recognize is that Herzberg's observation is equally true of rewards. Punishment and rewards are two sides of the same coin. Rewards have a punitive effect because they, like outright punishment, are manipulative. "Do this and you'll get that" is not really very different from "Do this or here's what will happen to you." In the case of incentives, the reward itself may be highly desired; but by making that bonus contingent on certain behaviors, managers manipulate their subordinates, and that experience of being controlled is likely to assume a punitive quality over time.

Further, not receiving a reward one had expected to receive is also indistinguishable from being punished. Whether the incentive is withheld or withdrawn deliberately, or simply not received by someone who had hoped to get it, the effect is identical. And the more desirable the reward, the more demoralizing it is to miss out.

The new school, which exhorts us to catch people doing something right and reward them for it, is not very different from the old school, which advised us to catch people doing something wrong and threaten to punish them if they ever do it again. What is essentially taking place in both approaches is that a lot of people are getting caught. Managers are creating a workplace in which people feel controlled, not an

environment conducive to exploration, learning, and progress.

3. **Rewards rupture relationships.** Relationships among employees are often casualties of the scramble for rewards. As leaders of the Total Quality Management movement have emphasized, incentive programs, and the performance ap-

## **Punishment and rewards are actually two sides of the same coin. Both have a punitive effect because they are manipulative.**

praisal systems that accompany them, reduce the possibilities for cooperation. Peter R. Scholtes, senior management consultant at Joiner Associates Inc., put it starkly, "Everyone is pressuring the system for individual gain. No one is improving the system for collective gain. The system will inevitably crash." Without teamwork, in other words, there can be no quality.

The surest way to destroy cooperation and, therefore, organizational excellence, is to force people to compete for rewards or recognition or to rank them against each other. For each person who wins, there are many others who carry with them the feeling of having lost. And the more these awards are publicized through the use of memos, newsletters, and awards banquets, the more detrimental their impact can be. Furthermore, when employees compete for a limited number of incentives, they will most likely begin to see each other as obstacles to their own success. But the same result can occur with any use of rewards; introducing competition just makes a bad thing worse.

Relationships between supervisors and subordinates can also collapse under the weight of incentives. Of course, the supervisor who punishes is about as welcome to employees as a glimpse of a police car in their rearview mirrors. But even the supervisor who rewards can produce some damaging reactions. For in-

## Recommended Reading

**"A Model of Creativity and Innovation in Organizations"**  
by Teresa M. Amabile  
in *Research in Organizational Behavior*, Volume 10  
edited by Barry M. Staw and L.L. Cummings  
Greenwich, CT: JAI Press, Inc., 1988

**Out of the Crisis**  
by W. Edwards Deming  
Cambridge, MA: MIT Center for Advanced Engineering Study, 1986

**"Merit Pay, Performance Targeting, and Productivity"**  
by Arie Halachmi and Marc Holzer  
*Review of Public Personnel Administration*  
Spring 1987

**No Contest: The Case Against Competition**, Revised Edition  
by Alfie Kohn  
Boston: Houghton Mifflin, 1992

**Punished by Rewards: The Trouble with Gold Stars, Incentive Plans, A's, Praise, and Other Bribes**  
by Alfie Kohn  
Boston: Houghton Mifflin, 1993

**The Market Experience**  
by Robert E. Lane  
Cambridge, England: Cambridge University Press, 1991

**The Hidden Costs of Reward: New Perspectives on the Psychology of Human Motivation**  
edited by Mark R. Lepper and David Greene  
Hillsdale, NJ: Erlbaum Associates, 1978

**The Great Jackass Fallacy**  
by Harry Jackson  
Cambridge, MA: Harvard University Press, 1973

**The Human Side of Enterprise**  
by Douglas McGregor  
New York: McGraw-Hill, 1960

**Wealth Addiction**  
by Philip Slater  
New York: Dutton, 1980

**Money and Motivation: An Analysis of Incentives in Industry**  
by William Foote Whyte and Melville Dalton, et al.  
New York: Harper, 1955

stance, employees may be tempted to conceal any problems they might be having and present themselves as infinitely competent to the manager in control of the money. Rather than ask for help—a prerequisite for optimal performance—they might opt instead for flattery, attempting to convince the manager that they have everything under control. Very few things threaten an organization as much as a hoard of incentive-driven individuals trying to curry favor with the incentive dispenser.

**4. Rewards ignore reasons.** In order to solve problems in the workplace, managers must understand what caused them. Are employees inadequately prepared for the demands of their jobs? Is long-term growth being sacrificed to maximize short-term return? Are workers unable to collaborate effectively? Is the organization so rigidly hierarchical that employees are intimidated about making recommendations and feel powerless and burned out? Each of these situations calls for a different response. But relying on incentives to boost productivity does nothing to address possible underlying

problems and bring about meaningful change.

Moreover, managers often use incentive systems as a substitute for giving workers what they need to do a good job. Treating workers well—providing useful feedback, social support, and the room for self-determination—is the essence of good management. On the other hand, dangling a bonus in front of employees and waiting for the results requires much less effort. Indeed, some evidence suggests that productive managerial strategies are less likely to be used in organizations that lean on pay-for-performance plans. In his study of welders' performance, Rothe noted that supervisors tended to "demonstrate relatively less leadership" when incentives were in place. Likewise, author Carla O'Dell reports in *People, Performance, and Pay* that a survey of 1,600 organizations by the American Productivity Center discovered little in the way of active employee involvement in organizations that used small-group incentive plans. As Jone L. Pearce, associate professor at the Graduate School of Manage-

ment, University of California at Irvine, wrote in "Why Merit Pay Doesn't Work: Implications from Organization Theory," pay for performance actually "impedes the ability of managers to manage."

**5. Rewards discourage risk-taking.** "People will do precisely what they are asked to do if the reward is significant," enthused Monroe J. Haegle, a proponent of pay-for-performance programs, in "The New Performance Measures." And here is the root of the problem. Whenever people are encouraged to think about what they will get for engaging in a task, they become less inclined to take risks or explore possibilities, to play hunches or to consider incidental stimuli. In a word, the number one casualty of rewards is creativity.

Excellence pulls in one direction; rewards pull in another. Tell people that their income will depend on their productivity or performance rating, and they will focus on the numbers. Sometimes they will manipulate the schedule for completing tasks or even engage in patently unethical and illegal behavior. As Thane S. Pittman, professor and chair of the psychology department at Gettysburg College, and his colleagues point out, when we are motivated by incentives, "features such as predictability and simplicity are desirable, since the primary focus associated with this orientation is to get through the task expediently in order to reach the desired goal." The late Cornell University professor, John Condry, was more succinct: rewards, he said, are the "enemies of exploration."

Consider the findings of organizational psychologist Edwin A. Locke. When Locke paid subjects on a piece-rate basis for their work, he noticed that they tended to choose easier tasks as the payment for success increased. A number of other studies have also found that people working for a reward generally try to minimize challenge. It isn't that human beings are naturally lazy or that it is unwise to give employees a voice in determining the standards to be used. Rather, people tend to lower their sights when they are encouraged to think about what they

are going to get for their efforts. "Do this and you'll get that," in other words, focuses attention on the "that" instead of the "this." Emphasizing large bonuses is the last strategy we should use if we care about innovation. Do rewards motivate people? Absolutely. They motivate people to get rewards.

6. **Rewards undermine interest.** If our goal is excellence, no artificial incentive can ever match the power of intrinsic motivation. People who do exceptional work may be glad to be paid and even more glad to be well paid, but they do not work to collect a paycheck. They work because they love what they do.

Few will be shocked by the news that extrinsic motivators are a poor substitute for genuine interest in one's job. What is far more surprising is that rewards, like punishment, may actually undermine the intrinsic motivation that results in optimal performance. The more a manager stresses what an employee can earn for good work, the less interested that employee will be in the work itself.

The first studies to establish the effect of rewards on intrinsic motivation were conducted in the early 1970s by Edward Deci, professor and chairman of the psychology depart-

## Do rewards motivate people? Absolutely. They motivate people to get rewards.

ment at the University of Rochester. By now, scores of experiments across the country have replicated the finding. As Deci and his colleague Richard Ryan, senior vice president of investment and training manager at Robert W. Baird and Co., Inc., wrote in their 1985 book, *Intrinsic Motivation and Self-Determination in Human Behavior*, "the research has consistently shown that any contingent payment system tends to undermine intrinsic motivation." The basic effect is the same for a variety of rewards and tasks, although extrinsic motivators are particular-

ly destructive when tied to interesting or complicated tasks.

Deci and Ryan argue that receiving a reward for a particular behavior sends a certain message about what we have done and controls, or attempts to control, our future behavior. The more we experience being controlled, the more we will tend to lose interest in what we are doing. If we go to work thinking about the possibility of getting a bonus, we come to feel that our work is not self-directed.

Rather, it is the reward that drives our behavior.

Other theorists favor a more simple explanation for the negative effect rewards have on intrinsic motivation: anything presented as a prerequisite for something else—that is, as a means toward another end—comes to be seen as less desirable. The recipient of the reward assumes, "If they have to bribe me to do it, it must be something I wouldn't want to do." In fact, a series of studies, published in 1992 by psychology professor Jonathan L. Freedman and his colleagues at the University of Toronto, confirmed that the larger the incentive we are offered, the more negatively we will view the activity for which the bonus was received. (The activities themselves don't seem to matter; in this study, they ranged from participating in a medical experiment to eating unfamiliar food.) Whatever the reason for the effect, however, any incentive or pay-for-performance system tends to make people less enthusiastic about their work and therefore less likely to approach it with a commitment to excellence.

### Dangerous Assumptions

Outside of psychology departments, few people distinguish between intrinsic and extrinsic motivation. Those who do assume that the two concepts can simply be added together for best effect. Motivation

comes in two flavors, the logic goes, and both together must be better than either alone. But studies show that the real world works differently.

Some managers insist that the only problem with incentive programs is that they don't reward the

## The number one casualty of rewards is creativity. As the late John Condry put it, rewards are the "enemies of exploration."

right things. But these managers fail to understand the psychological factors involved and, consequently, the risks of sticking with the status quo.

Contrary to conventional wisdom, the use of rewards is not a response to the extrinsic orientation exhibited by many workers. Rather, incentives help create this focus on financial considerations. When an organization uses a Skinnerian management or compensation system, people are likely to become less interested in their work, requiring extrinsic incentives before expending effort. Then supervisors shake their heads and say, "You see? If you don't offer them a reward, they won't do anything." It is a classic self-fulfilling prophecy. Swarthmore College psychology professor Barry Schwartz has conceded that behavior theory may seem to provide us with a useful way of describing what goes on in U.S. workplaces. However, "It does this not because work is a natural exemplification of behavior theory principles but because behavior theory principles...had a significant hand in transforming work into an exemplification of behavior theory principles."

Managers who insist that the job won't get done right without rewards have failed to offer a convincing argument for behavioral manipulation. Promising a reward to someone who appears unmotivated is a bit like offering salt water to someone who is thirsty. Bribes in the workplace simply can't work. 

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