

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 8, 2025 AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER (CRC), 825 MIDWAY DRIVE, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public comment is limited to three (3) minutes per person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Board of Trustees Regular Meeting August 25, 2025 (APPROVE)
 - c. Warrants \$558,719.29
 - d. MOTION - A MOTION TO GRANT A ONE-DAY CLASS C SPECIAL EVENT LIQUOR LICENSE TO THE VILLAGE OF WILLOWBROOK FOR THE MUG RUN EVENT TO BE HELD AT MIDWAY PARK ON SATURDAY OCTOBER 18, 2025. (PASS)
 - e. MFT ROAD PROGRAM WITHDRAWAL AND RE-AWARD
 - a. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK WITHDRAWING THE NOTICE OF AWARD OF A CONTRACT TO BROTHERS ASPHALT PAVING, INC. AND REJECTING ALL BIDS FOR THE 2025 MOTOR FUEL TAX/REBUILD ILLINOIS ROAD MAINTENANCE PROGRAM (ADOPT)
 - b. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BROTHERS ASPHALT PAVING, INC. FOR THE 2025 ROAD MAINTENANCE PROGRAM IN THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$355,583.63 (PASS)

- f. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)

NEW BUSINESS

6. RESOLUTION NO. _____ - A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS STATE POLICE FOR THE FOID ENFORCEMENT GRANT PROGRAM (ADOPT)
7. RESOLUTION NO. _____ - A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM (ADOPT)

PRIOR BUSINESS

8. TRUSTEES' REPORTS
9. ATTORNEY'S REPORT
10. CLERK'S REPORT
11. ADMINISTRATOR'S REPORT
12. MAYOR'S REPORT
13. EXECUTIVE SESSION
14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, AUGUST 25, 2025, AT 6:30 P.M. AT THE COMMUNITY RESOURCE CENTER, 825 MIDWAY DRIVE, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

1. CALL TO ORDER

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

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Gretchen Boerwinkle, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal and Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant Village Administrator Alex Arteaga, Chief Financial Officer Lora Flori, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Director of Public Works Rick Valent, Chief Lauren Kaspar, and Deputy Clerk Christine Mardegan.

ABSENT: Deputy Chief Ben Kadolph, Deputy Chief Gerard Wodka.

QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Clerk Boerwinkle to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

Resident "Susie" spoke at the meeting on behalf of her neighbors and shared that they were wrongfully annexed into Westmont last year. She wanted to bring this to our attention. Mayor Trilla thanked her for sharing this information, but unfortunately, this is not our jurisdiction. Mayor Trilla then asked Mr. Premio if he would like to say a few words.

Adam Premio - Owner, Superior Training Aquatics Facility, stating, On September 1st, we celebrate a major milestone—our 10th anniversary here in Willowbrook. It's hard to believe that a decade has passed since we first opened our doors, and I want to take a moment to reflect on the journey and express my deepest gratitude. Superior Training began as a small club training out of Westmont High School, in a pool that was, frankly, falling apart. We knew we needed to make a bold move, and that's when Mayor Frank Trilla and the Village of Willowbrook stepped in. The Mayor opened both his arms and the doors to this incredible community, and we found a building just down the

street that has become our home ever since. Over the past 10 years, there have been plenty of ups and downs—six generations of athletes, the challenges of COVID, and everything in between. But through it all, one thing has remained constant: the unwavering support of this community. I want to personally thank Mayor Trilla—not just for helping us get started, but for continuing to be a Mayor who listens, who takes the call, and who truly cares. It means everything to know we’re part of a village that stands behind us.

To my staff, our athletes, their families, and the Village of Willowbrook—thank you. It’s been a remarkable 10 years, and we’re just getting started.

5. OMNIBUS VOTE AGENDA:

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

- a. Waive Reading of Minutes (Approve)
- b. Minutes - Board of Trustees Regular Meeting August 11, 2025 (APPROVE)
- c. Warrants of \$1,270,633.96
- d. RESOLUTION NO.25-R-44- A RESOLUTION ON THE VILLAGE OF WILLOWBROOK AUTHORIZING AND APPROVING A SECOND EXTENDED MEMORANDUM OF UNDERSTANDING WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (ADOPT)
- e. ORDINANCE NO. 25-O-20 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A STANDARD FORM AT-RISK CONSTRUCTION MANAGEMENT CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT FOR BORSE PARK VETERANS MEMORIAL BRIDGE BETWEEN BURKE, LLC AND THE VILLAGE OF WILLOWBROOK AT TOTAL COST NOT TO EXCEED \$597,339.00 (PASS)

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

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

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

MOTION DECLARED CARRIED

NEW BUSINESS

6. ORDINANCE NO. 25-O-21 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM HOLIDAY OUTDOOR DECOR FOR THE LEASING, AND SET UP AND REMOVAL OF HOLIDAY LIGHTING AND DÉCOR FOR ONE YEAR WITH THE TOTAL COST FOR YEAR ONE NOT TO EXCEED \$72,955.66 (PASS)

Director Kleefisch shared with the board that this agenda item was presented at the Committee of the Whole Meeting on June 23, 2025. Holiday Outdoor Decor was selected in 2025 to supply, install, and maintain holiday lighting through a three-year leasing model that eliminates upfront capital costs and provides turnkey service. The price that was presented to the Board at the Committee of the Whole meeting on June 23, 2025, was \$65,298. This amount did not include tree wrapping several of the taller trees at the park. This contract includes that price, which brings the total to \$72,955.66.

MOTION: Made by Trustee Ruffolo and seconded by Trustee Berglund to pass Ordinance 25-O-21 as presented.

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

MOTION DECLARED CARRIED

7. MOTIONS TO APPROVE - SUPERIOR TRAINING EVENT REQUEST AT MIDWAY PARK
- a. LIQUOR LICENSE REQUEST FOR SUPERIOR TRAINING AT MIDWAY PARK (APPROVE)

Director Kleefisch reported that Superior Training is celebrating its 10th year in business and would like to celebrate with its swim team and families. The rental is scheduled for Midway Park on Sunday, September 7th, from 1:00-4:00 pm. They anticipate about 250 attendees. For this event, the renter is requesting permission to serve alcohol for personal consumption. Only individuals who are 21 and older will be served. Motions from the Village Board are required to allow for the serving of alcohol and for the waiving of the event capacity limitation of 200 attendees.

Trustee Davi asked if this was a one-day license. Mayor Trilla stated that it is correct. Attorney Durkin added that this is like Mug-Run.

MOTION - Made by Trustee Davi and seconded by Trustee Mistele to approve the liquor license request for Superior Training at Midway Park as presented.

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

MOTION DECLARED CARRIED

b. EVENT CAPACITY WAIVER FOR SUPERIOR TRAINING AT MIDWAY PARK
(APPROVE)

Director Kleefisch explained the event permitting process, noting that any event with more than 200 attendees requires board approval. Since the estimated attendance for this event is expected to exceed 250, the matter is being presented to the board.

Trustee Neal inquired whether parking would be available for the event. Director Kleefisch stated we will use both the Midway parking lot and the Boris lot and open the construction area, which will ease congestion or expand available space.

MOTION - Made by Trustee Davi and seconded by Trustee Mistele to approve event capacity waiver for Superior Training at Midway Park.

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

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

9. ATTORNEY'S REPORT

Attorney Durkin had no report.

10. CLERK'S REPORT

Clerk Boerwinkle had no report.

10. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

12. MAYOR'S REPORT

Mayor Trilla had no report.

11. EXECUTIVE SESSION

Mayor Trilla stated there is no need for an executive session this evening.

12. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adjourn the Regular Meeting and recess to closed session at the hour of 6:49 p.m.

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

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

September 8, 2025

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

September 8, 2025

GENERAL CORPORATE FUND	-----	\$	305,078.21
WATER FUND	-----	\$	41,978.80
CAPITAL PROJECT FUND	-----	\$	210,407.50
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$	1,254.78
TOTAL WARRANTS	-----	\$	558,719.29

Lora Flori, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

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CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK
CHECK DATE FROM 08/27/2025 - 09/10/2025

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
09/08/2025	APCHK	104036#	0012812 SEP '25 0044518 SEP '25	COMCAST CABLE	FEEs/DUES/SUBSCRIPTIONS INTERNET/WEBSITE HOSTING	630-307 715-225	30 35		186.85 350.40
									537.25
CHECK APCHK 104036 TOTA									
09/08/2025	APCHK	104037#	12562A 12562A 7078905000 JUL/AUG2. 12562A 9697828000 JUL'25 12562A 5199984000 JUL/AUG2. 3001964000 JUL '25 4039244000 JUL '25 5166185000 JUL/AUG2. 12562A	COMED	SCHOOLS/CONFERENCES/TRAVEL SCHOOLS/CONFERENCES/TRAVEL NICOR GAS (835 MIDWAY) TRAINING RED LIGHT - ADJUDICATOR SCHOOLS/CONFERENCES/TRAVEL ENERGY - STREET LIGHTS ENERGY - STREET LIGHTS ENERGY - STREET LIGHTS MAINTENANCE - TRAFFIC SIGNALS SCHOOLS/CONFERENCES/TRAVEL	410-304 455-304 466-236 555-304 630-246 710-304 745-207 745-207 745-207 745-224 810-304	05 10 10 20 30 35 35 35 35 35 40		360.00 180.00 156.68 180.00 42.08 180.00 647.38 1,075.34 49.40 83.27 180.00
									3,134.15
CHECK APCHK 104037 TOTA									
09/08/2025	APCHK	104038*#	5550024717 5550024718 5550024719 5550024698	COMMERCIAL TIRE SERVICE	MAINTENANCE MAINTENANCE MAINTENANCE MAINTENANCE	725-410 725-410 725-410 725-410	35 35 35 35		601.00 82.04 357.12 549.70
									1,589.86
CHECK APCHK 104038 TOTA									
09/08/2025	APCHK	104039	6708	CONRAD POLYGRAPH INC	EXAMS - PHYSICAL	440-543	07		600.00
									600.00
09/08/2025	APCHK	104040#	12338A 12424A 12338A 12424A	DUPAGE MAYORS AND MGRS.	SCHOOLS/CONFERENCES/TRAVEL FEES/DUES/SUBSCRIPTIONS SCHOOLS/CONFERENCES/TRAVEL FEES/DUES/SUBSCRIPTIONS	410-304 410-307 455-304 455-307	05 05 10 10		260.00 3,213.77 65.00 3,213.77
									6,752.54
CHECK APCHK 104040 TOTA									
09/08/2025	APCHK	104041*#	4066 4067 4068 4070	FALCO'S LANDSCAPING INC	MAINTENANCE - EQUIPMENT MAINTENANCE - EQUIPMENT STREET IMPROVEMENTS STREET IMPROVEMENTS	570-411 570-411 765-685 765-685	20 20 35 35		550.00 1,200.00 3,400.00 3,600.00
									8,750.00
CHECK APCHK 104041 TOTA									
09/08/2025	APCHK	104042	128024090	FLEETPRIDE TRUCK & TRA	MAINTENANCE	725-410	35		21.98
									21.98

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
09/08/2025	APCHK	104043*#	SEPTEMBER 2025	GOVERNMENT INSURANCE NEEMP DED PAY-	INSURANCE	210-204	00		13,640.83
			SEPTEMBER 2025		EMP DED PAY- INSURANCE	210-204	00		10,825.42
			SEPTEMBER 2025		LIFE INSURANCE - ELECTED OFFI	410-141	05		70.21
			SEPTEMBER 2025		LIFE INSURANCE - COMMISSIONER	435-148	07		21.24
			SEPTEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE	455-141	10		7,391.64
			SEPTEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE	550-141	20		2,210.59
			SEPTEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE	630-141	30		45,243.11
			SEPTEMBER 2025		PSEBA BENEFITS	630-142	30		1,525.00
			SEPTEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE	710-141	35		3,594.81
			SEPTEMBER 2025		HEALTH/DENTAL/LIFE INSURANCE	810-141	40		4,585.70
			SEPTEMBER 2025		LIFE INSURANCE - PLAN COMMISS	810-148	40		50.74
				CHECK APCHK 104043 TOTA					89,159.29
09/08/2025	APCHK	104044	1814	GREAT LAKES WATER & SAF	UNIFORMS	630-345	30		772.00
09/08/2025	APCHK	104047	60601	HAYES MECHANICAL	MAINTENANCE - EQUIPMENT	570-411	20		772.00
									71.68
									71.68
09/08/2025	APCHK	104048	1864594	HINSDALE NURSERIES, INC	TREE MAINTENANCE	750-338	35		875.00
			1864906		TREE MAINTENANCE	750-338	35		4,043.00
			1864962		TREE MAINTENANCE	750-338	35		876.00
			1865350		STREET IMPROVEMENTS	765-685	35		265.75
				CHECK APCHK 104048 TOTA					6,059.75
09/08/2025	APCHK	104049	6990	LANDWORKS LTD	JET CLEANING CULVERT	750-286	35		1,200.00
			6996		JET CLEANING CULVERT	750-286	35		600.00
				CHECK APCHK 104049 TOTA					1,800.00
09/08/2025	APCHK	104050	93760	LAW OFFICES STORINO RAM	FEEES - VILLAGE ATTORNEY	470-239	10		20,051.40
			93760		FEEES - LABOR COUNSEL	470-242	10		1,031.80
				CHECK APCHK 104050 TOTA					21,083.20
09/08/2025	APCHK	104052*#	253099A	MID AMERICAN WATER	STORM WATER IMPROVEMENTS MAIN	750-381	35		540.00
			253678A		STREET IMPROVEMENTS	765-685	35		24.00
				CHECK APCHK 104052 TOTA					564.00
09/08/2025	APCHK	104054*#	8373	MUNICIPAL GIS PARTNERS,	OTHER PROFESSIONAL SERVICES	471-425	10		1,002.87
			8373		FEEES - ENGINEERING	720-245	35		1,002.86

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 01 GENERAL FUND									
09/08/2025	APCHK	104066*#	TG5 AUGUST 2025	TAMELING GRADING	MAINTENANCE - EQUIPMENT	570-411	20		1,199.00
			TG5 AUGUST 2025		STREET IMPROVEMENTS	765-685	35		1,080.00
				CHECK APCHK 104066 TOTA					2,279.00
09/08/2025	APCHK	104067*#	0209476-IN	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35		141.00
			0209477-IN		STREET IMPROVEMENTS	765-685	35		289.80
			0209780-IN		STREET IMPROVEMENTS	765-685	35		1,368.88
			0210136-IN		STREET IMPROVEMENTS	765-685	35		783.90
			0210137-IN		STREET IMPROVEMENTS	765-685	35		470.70
				CHECK APCHK 104067 TOTA					3,054.28
09/08/2025	APCHK	104068	SWISS ALPS REIMB.	TERESA MROZIK	ACTIVE ADULT PROGRAM	590-517	20		192.70
09/08/2025	APCHK	104069	25A10-ILWB	THE DAVENPORT GROUP	USAEDP LICENSES	815-263	40		192.70
									18,000.00
									18,000.00
09/08/2025	APCHK	104072*#	5808769-00	VESCO OIL CORPORATION	MAINTENANCE	725-410	35		132.84
									132.84
09/08/2025	APCHK	104073#	INV12140846	VONAGE BUSINESS INC.	PHONE - TELEPHONES	455-201	10		316.44
			INV12140846		PHONE - TELEPHONES	455-201	20		96.31
			INV12140846		PHONE - TELEPHONES	630-201	30		770.47
			INV12140846		TELEPHONES	710-201	35		96.31
			INV12140846		TELEPHONES	810-201	40		96.31
				CHECK APCHK 104073 TOTA					1,375.84
09/08/2025	APCHK	104074	5589	WAGNER WINDOW CLEANING	MAINTENANCE - BUILDING	466-228	10		650.00
09/08/2025	APCHK	104076	0007811-IN	WEST CENTRAL MUNICIPAL	FEES/DUES/SUBSCRIPTIONS	710-307	35		650.00
									575.00
									575.00
09/08/2025	APCHK	104077#	0011275-IN	WEST CENTRAL MUNICIPAL	SCHOOLS/CONFERENCES/TRAVEL	410-304	05		350.00
			0011275-IN		SCHOOLS/CONFERENCES/TRAVEL	455-304	10		175.00
			0011275-IN		TRAINING	555-304	20		175.00
				CHECK APCHK 104077 TOTA					700.00
09/08/2025	APCHK	104078#	3585	WLBK BURR RIDGE CHAMBERS	SCHOOLS/CONFERENCES/TRAVEL	410-304	05		30.00
			3592		TRAINING	555-304	20		30.00
				CHECK APCHK 104078 TOTA					60.00
Total for fund 01 GENERAL FUND									305,078.21

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 02 WATER FUND									
09/08/2025	APCHK	104021	92825-1095	ALARM DETECTION SYSTEMS	PHONE - TELEPHONES	401-201	50		409.11
			94593-1095		PHONE - TELEPHONES	401-201	50		282.87
			94594-1095		PHONE - TELEPHONES	401-201	50		243.51
				CHECK APCHK 104021 TOTA					935.49
09/08/2025	APCHK	104030	50995	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB	425-474	50		500.00
09/08/2025	APCHK	104032	AU084111	CARROLL CONSTRUCTION SUM	MATERIAL & SUPPLIES - DISTRIB	430-476	50		500.00
									712.00
									712.00
09/08/2025	APCHK	104033*#	203845	CHRISTOPHER B. BURKE	SPECIAL PROJECTS	401-310	50		2,160.00
			203846		FEES - ENGINEERING	405-245	50		636.00
				CHECK APCHK 104033 TOTA					2,796.00
09/08/2025	APCHK	104038*#	5550024717	COMMERCIAL TIRE SERVICE	VEHICLE MAINTENANCE	401-350	50		601.00
			5550024718		VEHICLE MAINTENANCE	401-350	50		82.04
			5550024719		VEHICLE MAINTENANCE	401-350	50		357.12
			5550024698		VEHICLE MAINTENANCE	401-350	50		549.70
				CHECK APCHK 104038 TOTA					1,589.86
09/08/2025	APCHK	104041*#	4069	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MA	430-277	50		2,600.00
			4064		SPOILS HAULING SERVICES	430-280	50		4,400.00
			4065		SPOILS HAULING SERVICES	430-280	50		7,700.00
				CHECK APCHK 104041 TOTA					14,700.00
09/08/2025	APCHK	104043*#	SEPTEMBER 2025	GOVERNMENT INSURANCE NE	HEALTH/DENTAL/LIFE INSURANCE	401-141	50		8,516.27
09/08/2025	APCHK	104051	INV075962	METROPOLITAN INDUSTRIES	EDP LICENSES	417-263	50		8,516.27
									138.00
									138.00
09/08/2025	APCHK	104052*#	253523A	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIB	430-476	50		1,102.39
									1,102.39
09/08/2025	APCHK	104054*#	8373	MUNICIPAL GIS PARTNERS,	FEES - ENGINEERING	405-245	50		1,002.87
									1,002.87
09/08/2025	APCHK	104060*#	450-227371	PARTS AUTHORITY LLC	VEHICLE MAINTENANCE	401-350	50		57.55
									57.55
09/08/2025	APCHK	104066*#	TG5 AUGUST 2025	TAMELING GRADING	WATER DISTRIBUTION REPAIRS/MA	430-277	50		5,457.00
									5,457.00
09/08/2025	APCHK	104067*#	0209780-IN	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES	430-281	50		1,368.88

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 02 WATER FUND									
									1,368.88
09/08/2025	APCHK	104071	55829	VARIVERGE LLC	PRINTING & PUBLISHING	401-302	50		870.78
			55829		POSTAGE & METER RENT	401-311	50		920.90
				CHECK APCHK 104071 TOTA					1,791.68
09/08/2025	APCHK	104072*#	5808769-00	VESCO OIL CORPORATION	VEHICLE MAINTENANCE	401-350	50		132.81
09/08/2025	APCHK	104075	0330978	WATER PRODUCTS-AURORA	MATERIAL & SUPPLIES - DISTRIB	430-476	50		1,178.00
									1,178.00
				Total for fund 02 WATER FUND					41,978.80

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Project	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX									
09/08/2025	APCHK	104043*#	SEPTEMBER 2025	GOVERNMENT INSURANCE NE	HEALTH/DENTAL/LIFE INSURANCE	455-141	15		1,254.78
									1,254.78
					Total for fund 15 RT 83/PLAINFIELD RD BUS				1,254.78
				TOTAL - ALL FUNDS					558,719.29

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



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.d.

DATE: September 8, 2025

SUBJECT:

MOTION – A MOTION TO GRANT A ONE-DAY CLASS C SPECIAL EVENT LIQUOR LICENSE TO THE VILLAGE OF WILLOWBROOK FOR THE MUG RUN EVENT TO BE HELD AT MIDWAY PARK ON SATURDAY OCTOBER 18, 2025.

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Dustin Kleefisch, Director of Parks and Recreation
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

To pass a motion to approve and authorize the execution of a special event liquor permit for the Parks and Recreation Department Mug Run event at Midway Park on Saturday, October 18, 2025.

BACKGROUND/SUMMARY

This will be the fourth annual Mug Run. The Mug Run is a special event that the Parks and Recreation Department sponsors that will provide alcohol to patrons in the park. In order to execute this event, the Village of Willowbrook will be applying for a Class C Liquor License, single day use permit under Village Ordinance Section 3-12-5 in accordance with the amendment Subsection(N) of Section 4-4-2 and seeking Liquor Commission permission.

The event will consist of a one mile walk or run around Midway Park between 11am and 1pm. Participants will receive an event t-shirt, commemorative mug, and three drink tickets for the event. We will be supporting a local company, Black Horizon Brewing Company, from whom we will purchase the beer.

The Special Event Liquor Permit is necessary to apply for the State Special Event permit. IRMA has already provided special event insurance coverage.

If approved by the Board of Trustees, staff will begin the process of finalizing all liquor license applications and permits for the events execution.

FINANCIAL IMPACT

The State of Illinois permit application fee is \$125.

RECOMMENDED ACTION:

To approve the motion to authorize the execution of a Class C Special Event Liquor Permit for the Parks and Recreation Department Mug Run on Saturday, October 18, 2025.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.a.

DATE: September 8, 2025

SUBJECT:

A RESOLUTION OF THE VILLAGE OF WILLOWBROOK WITHDRAWING THE NOTICE OF AWARD OF A CONTRACT TO BROTHERS ASPHALT PAVING, INC. AND REJECTING ALL BIDS FOR THE 2025 MOTOR FUEL TAX/REBUILD ILLINOIS ROAD MAINTENANCE PROGRAM

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff requests approval to withdraw the contract between the Village of Willowbrook and Brothers Asphalt Paving, Inc. for road maintenance services under the 2025 MFT/RBI (Motor Fuel Tax / Rebuild Illinois) Road Program in the amount of \$355,583.63, and to reject all bids received on June 20, 2025.

BACKGROUND/SUMMARY

On July 14, 2025, the Village Board approved a contract with Brothers Asphalt Paving, Inc. in the amount of \$355,583.63 to perform road maintenance services as part of the 2025 MFT/RBI (Motor Fuel Tax / Rebuild Illinois) Road Program. The approved scope of work included crack filling, thermoplastic pavement markings, and resurfacing, funded by available MFT and RBI funds in FY25/26.

Following the award of the contract to Brothers Asphalt Paving, Inc. for the project, the Village was informed by Illinois Department of Transportation (IDOT) that it would not approve the utilization of MFT/RBI funds to fund the project with Brothers Asphalt Paving, Inc. During that IDOT approval process, staff reviewed the funding strategy and recommends reconsideration. Staff proposes withdrawing the contract award and deferring the use of \$239,125.93 in MFT funds and \$116,457.70 in RBI funds to support road maintenance activities in FY26/27, utilizing local funds for any necessary FY25/26 work.

Accordingly, staff recommends withdrawal of the contract with Brothers Asphalt Paving, Inc., and the rejection of all bids publicly opened on June 20, 2025. Bid results are as follows:

COMPANY	BASE BID AMOUNT
ALamp Concrete Contractors, Inc.	\$ 424,457.62
K-Five Construction Corporation	\$ 377,831.34
Lindahl Brothers, Inc.	\$ 360,715.27
M&J Asphalt Paving Company, Inc.	\$ 359,881.37
Brothers Asphalt Paving, Inc.	\$355,583.63
Chicagoland Paving Contractors, Inc.	\$ 335,000.00



FINANCIAL IMPACT

Village staff will recommend using the General Fund balance rather than Motor Fuel Tax (MFT) funds for this fiscal year. A budget amendment for these funds will be presented at the September 22, 2025 Board meeting.

RECOMMENDED ACTION:

Staff is seeking approval to withdraw the contract between the Village of Willowbrook and Brothers Asphalt Paving, Inc. for road maintenance services under the 2025 MFT/RBI (Motor Fuel Tax / Rebuild Illinois) Road Program in the amount of \$355,583.63, and to reject all bids received on June 20, 2025.

RESOLUTION NO. 25-R-

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK
WITHDRAWING THE NOTICE OF AWARD OF A CONTRACT TO
BROTHERS ASPHALT PAVING, INC. AND REJECTING ALL BIDS FOR THE
2025 MOTOR FUEL TAX/REBUILD ILLINOIS ROAD MAINTENANCE PROGRAM**

WHEREAS, on July 14, 2025, the Village of Willowbrook (the “Village”) passed Resolution No. 25-R-28, entitled “A Resolution of the Village of Willowbrook Determining the Lowest Responsible Bidder and Awarding a Contract to Brothers Asphalt Paving, Inc. for the 2025 Motor Fuel Tax/Rebuild Illinois Road Maintenance Program” (the “Project”); and

WHEREAS, the Award of the Contract to Brothers Asphalt Paving, Inc. for the Project, in the amount of \$355,583.63, was based on the utilization of available Motor Fuel Tax (“MFT”) and Rebuild Illinois (“RBI”) funds for the Project, subject to the approval of the Illinois Department of Transportation (“IDOT”); and

WHEREAS, subsequent to the Award of the Contract to Brothers Asphalt Paving, Inc. for the Project, the Village was informed by IDOT that it would not approve the utilization of MFT/RBI funds to fund the Project with Brothers Asphalt Paving, Inc.; and

WHEREAS, without the Village being able to utilize the MFT/RBI funds for the Project with Brothers Asphalt Paving, Inc. (“Contractor”), the Village finds it necessary to withdraw its Notice of Award to the Contractor; and

WHEREAS, the Village has the right to reject any and all bids, to waive technicalities, or to advertise for new bids, if the best interests of the Village will be promoted thereby; and

WHEREAS, the Village has determined that it is necessary for the Village to reject all bids for the Project.

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

SECTION 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village withdraw the Notice of Award of a Contract to the Contractor for the Project.

SECTION 3: The corporate authorities of the Village do hereby withdraw the Notice of Award of a Contract to the Contractor for the Project.

SECTION 4: It is hereby determined that it is advisable, necessary and in the public interest for the Village to reject all bids for the Project.

SECTION 5: The corporate authorities of the Village do hereby reject all bids for the Project.

SECTION 6: This Resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED and APPROVED this 8th day of September, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.e.b.

DATE: September 8, 2025

SUBJECT:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH BROTHERS ASPHALT PAVING, INC. FOR THE 2025 ROAD MAINTENANCE PROGRAM IN THE VILLAGE OF WILLOWBROOK AT A COST NOT TO EXCEED \$355,583.63

STAFF REPORT

TO: Mayor Trilla and Board of Trustees
FROM: Rick Valent, Director of Public Works
THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff requests approval to waive the competitive bidding process and award a contract in the amount of \$355,583.63 to Brothers Asphalt Paving, Inc. for performing road maintenance services as part of the 2025 Road Maintenance Program.

BACKGROUND/SUMMARY

On July 14, 2025, the Village Board approved a contract to the lowest responsive and responsible bidder, Brothers Asphalt Paving, Inc., in the amount of \$355,583.63 for road maintenance services as part of the 2025 MFT/RBI (Motor Fuel Tax/Rebuild Illinois) Road Program. During the Illinois Department of Transportation (IDOT) review process, staff reevaluated the funding strategy and now recommends waiving the competitive bidding process and awarding a locally funded contract in the amount of \$355,583.63 to Brothers Asphalt Paving, Inc. The scope of work will remain the same, consisting of crack filling, thermoplastic pavement markings, and resurfacing.

FINANCIAL IMPACT

Village staff will recommend using the General Fund balance rather than Motor Fuel Tax (MFT) funds for this fiscal year. A budget amendment for these funds will be presented at the September 22, 2025 Board meeting.

RECOMMENDED ACTION:

Staff is seeking approval to waive the competitive bidding process and award a contract in the amount of \$355,583.63 to Brothers Asphalt Paving, Inc. for performing road maintenance services as part of the 2025 Road Maintenance Program.

ORDINANCE NO. 25-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK WAIVING
COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE
EXECUTION OF A CONTRACT WITH BROTHERS ASPHALT PAVING, INC.
FOR THE 2025 ROAD MAINTENANCE PROGRAM IN THE VILLAGE OF
WILLOWBROOK AT A COST NOT TO EXCEED \$355,583.63**

WHEREAS, the Village of Willowbrook (the “Village”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village solicited a proposal from Brothers Asphalt Paving, Inc. to perform road maintenance services, including, but not limited to, crack filling, thermoplastic pavement markings, and resurfacing, pursuant to the 2025 Road Maintenance Program in the Village, at a total cost not to exceed Three Hundred Fifty-Five Thousand Five Hundred Eighty-Three and 63/100 Dollars (\$355,583.63); and

WHEREAS, the corporate authorities of the Village of Willowbrook have determined that it is in the best interest of the Village that competitive bidding be waived to perform road maintenance services, including but not limited to crack filling, thermoplastic pavement markings, and resurfacing, pursuant to the 2025 Road Maintenance Program in the Village.

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

SECTION 1: The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook as if fully recited herein.

SECTION 2: The competitive bidding process to perform road maintenance services, including but not limited to crack filling, thermoplastic pavement markings, and resurfacing, pursuant to the 2025 Road Maintenance Program in the Village be and is hereby waived.

SECTION 3: The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a Contract to perform road maintenance services, including but not limited to crack filing, thermoplastic pavement markings, and resurfacing, pursuant to the 2025 Road Maintenance Program in the Village between the Village of Willowbrook and Brothers Asphalt Paving, Inc. at a total cost not to exceed Three Hundred Fifty-Five Thousand Five Hundred Eighty-Three and 63/100 Dollars (\$355,583.63). A copy of said Contract, attached hereto as Exhibit “A”, is made a part hereof.

SECTION 4: The Village Mayor be and is hereby authorized and directed to execute, on behalf of the Village, that certain Contract with Brothers Asphalt Paving, Inc., attached hereto as Exhibit “A” and made a part hereof, which Contract and Proposal is hereby approved.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval, in the manner provided by law.

PASSED and APPROVED this 8th day of September, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

AGREEMENT WITH BROTHERS ASPHALT PAVING, INC.

**CONTRACT FOR THE
2025 WILLOWBROOK ROAD MAINTENANCE PROGRAM**

THIS CONTRACT ENTERED INTO THIS _____ day of September, 2025 between Brothers Asphalt Paving, Inc. (“Contractor”) and the Village of Willowbrook, a municipal corporation of the State of Illinois (“Village”), in consideration of the following and other valuable consideration the sufficiency of which is hereby acknowledged, the Village and Contractor agree as follows:

1. The Village of Willowbrook has found it to be in the best interests of the Village to enter into an agreement with Contractor, for the performance of road maintenance services, including but not limited to crack filling, thermoplastic pavement markings, and resurfacing, pursuant to the 2025 Road Maintenance Program (the “Project”).

2. Contractor has submitted a proposal to the Village. Such proposal, including all terms, conditions, requirements and specifications contained therein are incorporated herein as “Exhibit A” and expressly made a part of this agreement as if each term, condition and requirement was repeated herein verbatim. In the event any inconsistent terms are contained in this agreement and in “Exhibit A,” the terms of this agreement shall control. The plans and specifications are (attached hereto) **OR** (are available for review at the Willowbrook Village Hall).

3. Contractor agrees to complete such work in a good and workmanlike manner in accordance with the plans and specifications attached hereto.

4. The Contractor certifies that the Contractor is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

5. Contractor certifies that it is not barred from bidding on state, municipal or other contracts by reason of Sections 33E-3 (bid rigging) or 33E-4 (bid totaling) of the Criminal Code

of 1961 (720 ILCS 5/33E-3 and 5/33E-4), and further certifies that it is not barred from bidding on State, municipal and other contracts by reason of conviction of State laws regarding bid rigging or bid rotation.

6. The Village of Willowbrook agrees to pay Contractor for the performance of the work completed in a good and workmanlike manner the sum of Three Hundred Fifty-Five Thousand Five Hundred Eighty-Three and 63/100ths Dollars and (\$355,583.63). Payment shall be in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

7. At the time of execution of the Agreement, the Contractor shall furnish, at Contractor's expense, bonds payable to the Village in the form of bonds set forth herein, secured by a surety company acceptable to the Village, as follows:

A. Faithful performance bond in an amount equal to one hundred percent (100%) of the total contract price, conditioned upon the faithful performance of all covenants and stipulations under the Contract and holding good for a period of one (1) year after the date when final payment becomes due, except as otherwise provided by law or regulation or by the Contract Documents to protect the Owner against the results of defective materials, workmanship, and equipment during that time.

B. Labor and material bond in an amount equal to one hundred percent (100%) of the total Contract Price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work under this Contract.

8. Contractor agrees that not less than the prevailing wage as determined by the Illinois Department of Labor, shall be paid to all laborers, workers and mechanics performing work under this Contract in accordance with the Illinois Prevailing Wage Act and Contractor

agrees to comply with all other provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) as amended. If the Department of Labor revises the wage rates, the revised rate as provided by the Illinois Department of Labor shall apply to this Agreement and Contractor will not be allowed additional compensation on account of said revisions.

Contractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

Contractor shall submit monthly, in person, by mail, or electronically a certified payroll to the Village of Willowbrook. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by Contractor that:

- A. such records are true and accurate;
- B. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. Contractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon seven (7) business days' notice, Contractor shall make available for inspection the records to the Village of Willowbrook, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

9. Contractor agrees that it has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01, *et seq.*).

10. Contractor agrees that it has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1, *et seq.*).

11. Contractor agrees that it, pursuant to 30 ILCS 580/1, *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employee that, as a condition of employment on this Agreement, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) Contractor’s policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance program;
and

(4) The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Subparagraph 11(A) 3 (b) from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

12. The Contractor certifies that if the Contractor is not a party to a collective bargaining agreement in effect, Contractor is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*) and if Contractor is a party to a collective bargaining agreement, that agreement deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

13. Contractor agrees that it has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

14. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization

or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

F. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

G. That he or she will include verbatim or by reference the provisions of this clause in every subcontract that may be awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the

contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

15. During the performance of its Agreement with the Village of Willowbrook, Contractor:

Will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities' means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Contractor (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

16. Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village of Willowbrook, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work performed by Contractor including, to the extent allowed

by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorneys' fees arising out of, or alleged to arise out of, the intentional, willful, wanton or negligent acts of Contractor, its employees, agents, assigns and/or subcontractors.

17. The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

18. Insurance requirements shall be as follows:

A. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the contractor, its agents, representatives, employees or subcontractors.

- B. Coverage shall be at least as broad as:
- (1) Insurance Services Office Commercial General Liability Occurrence form CG 0001 (Ed. 11/85); and
 - (2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms – Insured Contract; and
 - (3) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability Insurance.
- C. Contractor shall maintain limits no less than:
- (1) Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Worker’s Compensation and Employers’ Liability: Worker’s Compensation limits as required by the Labor Code of the State of Illinois and Employers’ Liability limits of \$1,000,000 per accident.
- D. The policies are to contain, or be endorsed to contain the following provisions:
- (1) Commercial General Liability and Automobile Liability Coverages:
 - (a) The Village, its officials and employees, as well as its Engineer, Christopher B. Burke Engineering, Ltd. and its employees (“Engineer”), are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor, as well as materials, and equipment procured, owned, leased, hired or borrowed by the

Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the Village, its officials and Engineer.

- (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officials, employees and Engineer. Any insurance or self-insurance maintained by the Village, its officials, employees or Engineer shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or Engineer.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees, volunteers or Engineer for losses arising from work performed by the Contractor for the Village.

(3) All Coverages:

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village.

19. Contractor shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, local and Village government which may in any manner affect the performance of this Contract.

20. No member of the governing body of the Village of Willowbrook or other unit of government and no other officer, employee, or agent of the Village of Willowbrook or other unit of government who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have personal interest, direct or indirect, in the Contract.

Additionally, the Contractor certifies that no officer or employee of the Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village of Willowbrook, adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

Finally, The Contractor certifies that the Contractor has not given to any officer or employee of the Village of Willowbrook any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the contractor in violation of Chapter 12 of the Village Code of Ordinances of the Village

of Willowbrook adopted by the Village pursuant to the requirements of Article 10 of the State Officials and Employees Ethics Act.

21. In the event that Contractor shall fail to perform such work within a reasonable time after being assigned such work or shall fail to complete such work in a good and workmanlike manner, the Village of Willowbrook may terminate this Contract by written notice to Contractor, effective immediately upon mailing.

22. All change orders increasing the cost of the contract by Twenty Thousand and 00/100ths Dollars and (\$20,000.00) or less, must be approved, in writing, by the Village Administrator. All change orders increasing the cost of the contract by Twenty Thousand Dollars (\$20,000.00) or more must be approved by official action of the Village Board of the Village of Willowbrook.

Additionally, no change order which authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price shall be issued, unless the portion of the contract that is covered by the change order is resubmitted for bidding in the same manner for which the original contract was bid, or unless competitive bidding was waived for the original portion of the contract that is covered by the change order. Bidding for the portion of the contract covered by the change order shall be subject to any requirements to employ females and minorities on the project that existed at the bidding for the original contract, together with any later requirements imposed by law.

23. Notice as provided for herein shall be transmitted to the Village of Willowbrook, Village Administrator, 835 Midway Drive, Willowbrook, Illinois 60527 or to Brothers Asphalt

Paving, Inc., Attn: Natalia Colella, 315 Stewart Avenue Court, Addison, Illinois 60101, as may be applicable by first class prepaid mail. Any notice to Contractor shall be deemed received when mailed.

24. Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce within three (3) days, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the required five (5) business day period. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body within three (3) days in order for the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

25. Time is of the essence of this Contract.

This Contract is made and executed in duplicate in Willowbrook, DuPage County, Illinois the day and year first above written.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

Contractor:

BROTHERS ASPHALT PAVING, INC.

By: _____
Natalia Colella, President
its President duly authorized agent

ATTEST:

Title:

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**VILLAGE OF WILLOWBROOK
CONTRACT DOCUMENTS
FOR
2025 ROAD MAINTENANCE PROGRAM
(CBBEL PROJECT NO. 240679)**

Bid Opening Date: JUNE 20, 2025
Bid Due By: 10:00 a.m.
Bid Opening Time: 10:00 a.m.
Bid Opening Location: 825 Midway Drive – CRC Board Room
Bid Deposit: 5% of the Amount of Bid
Performance and Payment Bond: 100% of the Amount of Bid

Obtain Information From:

Orion Galey
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018
(847) 823-0500

Submit bids to:

WILLOWBROOK VILLAGE HALL

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



**Illinois Department
of Transportation**

Issued in Duplicate
Bond No.: 30249522
Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	Various Streets	

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

Complete Address

We, Brothers Asphalt Paving, Inc 315 S. Stewart Ave., Addison, IL 60101
Contractor's Name and Address

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

Western Surety Company 151 N. Franklin Street, Chicago, IL 60606
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
Three Hundred Fifty-Five Thousand Five Hundred Eighty-Three & 63/100

Dollars (\$355,583.63) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 30th day of July 2025
Day Month and Year

PRINCIPAL

Company Name
Brothers Asphalt Paving, Inc.

Company Name

By
Signature & Date
[Signature] 7/30/2025
Natalia Colella, President

By
Signature & Date

Attest
Signature & Date
[Signature] 7/30/2025
Nicola Colella, Secretary

Attest
Signature & Date

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

STATE OF IL
COUNTY OF DUPAGE

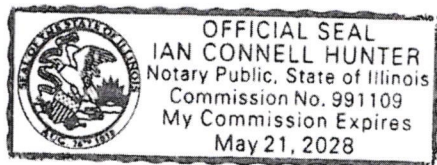
I, Ian Connell Hunter, a Notary Public in and for said county, do hereby certify that
Notary Name

Natalia Colella and Nicola Colella

Insert name of Individuals signing on behalf of PRINCIPAL

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

Given under my hand and notarial seal this 30th day of July, 2025
Day Month, Year



Notary Public Signature & Date

Ian Connell Hunter 7/30/2025

Date commission expires 05/21/28

SURETY

Name of Surety

Western Surety Company

Title

By:

William Reidinger
William Reidinger; Attorney-in-Fact

STATE OF IL
COUNTY OF DUPAGE

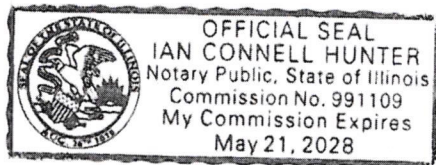
I, Ian Connell Hunter, a Notary Public in and for said county, do hereby certify that
Notary Name

William Reidinger

Insert name of Individuals signing on behalf of SURETY

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

Given under my hand and notarial seal this 30th day of July, 2025
Day Month, Year



Notary Public Signature & Date

Ian Connell Hunter 7/30/2025

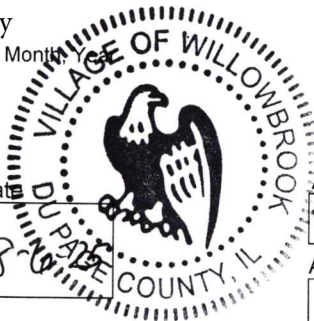
Date commission expires 05/21/28

Approved this 14th day of July
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

[Signature] 8/6/25
Village Clerk
Local Public Agency Type



Awarding Authority

Village of Willowbrook

Awarding Authority Signature & Date

[Signature] 8/5/25

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint William Reidinger, Individually of Schaumburg, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 30249522
Principal: Brothers Asphalt Paving, Inc.
Obligee: Village of Willowbrook

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

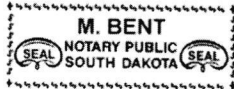
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of July, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage		Various (See Location Maps)

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village Clerk at Village of Willbrook Village Hall
 Name of Office
835 Midway Drive, Willowbrook , IL 60527 until 10:00 AM on 6/20/2025
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Village Clerk at Village of Willbrook Village Hall
 Name of Office
835 Midway Drive, Willowbrook , IL 60527 at 10:00 AM on 6/20/2025
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Various Locations	1365 FT or 0.26 Miles

Proposed Improvement
 Improvements include the resurfacing of Bentwood Ln, Hiddenbrook Ln and Meadow Ln. Various thermoplastic stripping and pavement patching in multiple locations within the Village of Willowbrook and pavement crack sealing in the Waterford subdivision in the Village of Willowbrook

1. Plans and proposal forms will be available in the office of
 The bidding documents can be obtained through QuestCDN via CBBEL website at www.cbbel.com/bidding-info or at www.questcdn.com for a \$30 nonrefundable fee. Contact QuestCDN via the info@questcdn.com for assistance in membership registration and downloading digital product information. Minority and Women Owned Businesses (MBE/WBE) are encouraged to submit bids on this project. Contact will be Orion Gale at 847-823-0500 or ogaley@cbbel.com

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

opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage		Various (See Location Maps)

PROPOSAL

1. Proposal of Brothers Asphalt Paving, Inc.
Contractor's Name
315 S. Stewart Avenue, Addison, IL 60101
Contractor's Address
2. The plans for the proposed work are those prepared by _____
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 30 working days or by _____ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of Village of Willowbrook
The amount of the check is 5% of Bid Amount (_____).

Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the bid proposal for: Section Number _____

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage		Various (See Location Maps)

CONTRACTOR CERTIFICATIONS

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage		Various (See Location Maps)

SIGNATURES

(If an individual)

Bidder Signature & Date

--

Business Address

--

City

State

Zip Code

--	--	--

(If a partnership)

Firm Name

--

Signature & Date

--

Title

--

Business Address

--

City

State

Zip Code

--	--	--

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name

Brothers Asphalt Paving, Inc.

Signature & Date

	06/20/2025
--	------------

Title

President

Business Address

315 S. Stewart Avenue

City

State

Zip Code

Addison

IL


60101

Insert Names of Officers

President

Natalia Colella

Attest:



Secretary

Secretary

Nick Colella

Treasurer

Natalia Colella



Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	

WE, Brothers Asphalt Paving, Inc.

as PRINCIPAL, and

Western Surety Company

as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") 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 LPA 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 LPA acting through its awarding authority for the construction of the work designated as the above section.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19th of June, 2025
Day Month and Year

Principal

Company Name

Brothers Asphalt Paving, Inc.

Signature & Date

By:

[Signature]

6/19/2025

Title

Natalia Colella

President

Company Name

Signature & Date

By:

Title

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

Surety

Name of Surety

Western Surety Company

Signature of Attorney-in-Fact Signature

By:

[Signature]

June 19, 2025

William Reidinger

STATE OF IL

COUNTY OF DuPage

I Ian Connell Hunter

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

Natalia Colella and William Reidinger

(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 19th day of June, 2025
Day Month and Year

Notary Public Signature & Date

(SEAL, if required by the LPA)

Date commission expires May 21, 2028



Village of Willowbrook

DuPage

--

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA 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 LPA 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.)

[illegible]

--

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **William Reidinger**, **Individually** of Schaumburg, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Brothers Asphalt Paving, Inc.
Obligee: Village of Willowbrook

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of June, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, If you want to verify bond authenticity.



Schedule of Prices



Contractor's Name

BROTHERS ASPHALT PAVING, INC.

Contractor's Address

315 S. Stewart Avenue

City

ADDISON

State

IL

Zip Code

60101

Local Public Agency

Village of Willowbrook

County

DuPage

Section Number

Route(s) (Street/Road Name)

Various Locations (See location Map)

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Tree Root Pruning	EA	14	\$250.00	\$3,500.00
2	Bituminous Material (Tack Coat)	LBS	2032	\$0.50	\$1,016.00
3	Polymerized Hot-Mix Asphalt Binder Course IL 4.75, N50	TONS	181	\$117.20	\$21,213.20
4	Hot-Mix Asphalt Surface Course, Mix "D", IL 9.5, N50	TONS	372	\$117.20	\$43,598.40
5	Detectable Warnings	SQFT	48	\$63.00	\$3,024.00
6	Hot-Mix Asphalt Surface Removal 2"	SQYD	4299	\$5.50	\$23,644.50
7	Driveway Pavement Removal	SQYD	301	\$18.90	\$5,688.90
8	Combination Curb and Gutter Removal	FT	625	\$10.50	\$6,562.50
9	Sidewalk Removal	SQFT	1443	\$2.63	\$3,795.09
10	Joint or Crack Filling	FT	13000	\$1.16	\$15,080.00
11	Combination Concrete Curb and Gutter Type M-2.12	FT	625	\$45.15	\$28,218.75
12	Mobilization	LSUM	1	\$4,000.00	\$4,000.00
13	Thermoplastic Pavement Markings, Letters and Symbols	SQFT	309	\$5.83	\$1,801.47
14	Thermoplastic Pavement Markings, Line 4"	FT	11350	\$0.95	\$10,782.50
15	Thermoplastic Pavement Marking, Line 6"	FT	3137	\$1.05	\$3,293.85
16	Thermoplastic Pavement Marking, Line 12"	FT	3789	\$2.63	\$9,965.07
17	Thermoplastic Pavement Marking, Line 24"	FT	355	\$5.25	\$1,863.75
18	Pavement Marking Removal (Grinding)	SQFT	10160	\$0.58	\$5,892.80
19	Landscaping (Special)	LSUM	1	\$15,000.00	\$15,000.00

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Willowbrook	DuPage		Various Locations

Item Number	Items	Unit	Quantity	Unit Price	Total
20	Portland Cement Concrete Driveway Pavement 7 Inch (Special)	SQYD	301	\$115.50	\$34,765.50
21	Portland Cement Concrete Sidewalk 5 Inch (Special)	SQFT	1455	\$15.75	\$22,916.25
22	Portland Cement Concrete Sidewalk 7 Inch (Special)	SQFT	116	\$17.85	\$2,070.60
23	Frame and Lid to be Adjusted (Special)	EA	1	\$7,297.50	\$7,297.50
24	Traffic Control and Protection (Special)	LSUM	1	\$3,000.00	\$3,000.00
25	Drainage Structures to be Adjusted	EA	7	\$924.00	\$6,468.00
26	Class D Patches, Type IV, 4 Inch (Special)	SQYD	50	\$50.00	\$2,500.00
27	Class D Patches, Type IV, 2 Inch	SQYD	2745	\$25.00	\$68,625.00
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
Bidders Total Proposal =					\$355,583.63

1. * Indicates Special Provision
2. Each pay item should have a unit price and a total price.
3. 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.
4. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
5. A bid may be declared unacceptable if neither a unit price or total price is shown.



BROTASP-01

CSATTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Belmont Insurance Brokerage, Inc. 123 N Wacker Drive, Suite 1025 Chicago, IL 60606	CONTACT NAME: Taylor McGrath		
	PHONE (A/C, No, Ext): (773) 560-4186	FAX (A/C, No):	
	E-MAIL ADDRESS: col@trustbelmont.com		
INSURED Brothers Asphalt Paving, Inc. 315 S. Stewart Avenue Addison, IL 60101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Phoenix Insurance Company		25623
	INSURER B: St. Paul Protective Insurance Company		19224
	INSURER C: Travelers Property Casualty Company Of America		25674
	INSURER D: Siriuspoint America Insurance Company		38776
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CO-1Y553458	4/30/2025	4/30/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-1Y551293	4/30/2025	4/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP-1Y55397A	4/30/2025	4/30/2026	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	INS-WCP0001288	4/30/2025	4/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2025 MFT/RBI Road Program

Owner: Village of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527

Christopher B Burke Engineering, LTD

The above shall be listed as Additional Insured(s) in regard to General Liability when required under a written contract or agreement. 30 days Notice of Cancellation shall also apply.

CERTIFICATE HOLDER

CANCELLATION

Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDENDUM #1
Village of Willowbrook
2025 MFT Pavement Resurfacing and Various Improvements
Date: June 16, 2025

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents as noted below. Acknowledge receipt of this Addendum by returning the attached acknowledgement of receipt of Addendum form by email to ogaley@cbbel.com. Failure to do so may subject Bidder to disqualification. These revised versions shall supersede the related documents originally issued for bid.

The Addendum consists of the following Modifications and clarifications:

Modifications

Modification #1 The following revisions have been made to the Summary of Quantities (Plans) and Schedule of Prices (Contract Documents):

ITEM 27 CLASS D PATCHES, TYPE IV, 2 INCH – This item is increased from 530 SQ YD to 2745 SQ YD.

ITEM 26: CLASS D PATCHES, TYPE IV, 6 INCH – This item has been changed to CLASS D PATCHES, TYPE IV, 4 INCH.

Modification #2

The following items have modified in the table of contents and the associated spec. to the following:

The item HOT-MIX ASPHALT SURFACE REMOVAL, 2 ¾", has been changed to HOT-MIX ASPHALT SURFACE REMOVAL 2". The special provision has been updated accordingly.

The item CLASS D PATCH, 6 INCH, has been changed to CLASS D PATCH, 4 INCH. The special provision has been updated accordingly. This item is for locations with unsuitable base in the resurfacing area.

Modification #3

The following revisions have been made to the Existing Conditions and Removal Plan Sheets.

The HMA Surface Removal 2.25" Label was changed from to HMA Surface Removal 2"

Clarifications

Clarification #1

Special provision for CLASS D PATCH, TYPE IV, 2" should reference an average width of 3 feet.

Please note that the bid due date has been changed to Wednesday, June 20th, 2025 @ 10:00 AM

END OF ADDENDUM NO. 1

ADDENDUM #1

Village of Willowbrook
2025 MFT Pavement Resurfacing and Various Improvements
Date: June 16, 2025

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed: Rhytham H. Dave

Brothers Asphalt Paving, Inc.
Name of Company



Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	Various	

All contractors are required to complete the following certification

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

Brothers Asphalt Paving, Inc. to perform: Surface Removal, Earthwork, Aggregate Bases & Surfaces, Cover & Seal Coats, Asphalt Paving Work, Pavement Removal, Prep of Base, Mobilization, and Traffic Control and Protection. Program Sponsors: Member of: Operators Union Local 150, Laborers Union Local 68, Teamsters Union Local 673.

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


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

Subwork: Concrete, Underground, Landscape, and Pavement Marking to be performed by union subcontractors and their local unions are to be program sponsors.

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

N/A

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

Bidder	Signature & Date		
Brothers Asphalt Paving, Inc.	 6/20/25		
Title			
President			
Address	City	State	Zip Code
315 S. Stewart Avenue	Addison	IL	60101



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Willowbrook	DuPage	Various	

I, Natalia Colella of Addison, Illinois,
Name of Affiant City of Affiant State of Affiant
 being first duly sworn upon oath, state as follows:

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

Signature & Date

 6/20/25

Print Name of Affiant

Natalia Colella

Notary Public

State of IL

County DuPage

Signed (or subscribed or attested) before me on 06/20/25 by
(date)

Natalia Colella, authorized agent(s) of
(name/s of person/s)

Brothers Asphalt Paving, Inc.
Bidder



Notary Public Signature & Date 6/20/25



My commission expires 05/01/29



Affidavit of Availability

For the Letting of 06/20/2025



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

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	Accumulated Totals
Contract Number						
Contract With	Westchester	Carol Stream	Rolling Meadow			
Estimated Completion Date	11/21/25	08/15/25	07/30/25			
Total Contract Price	\$1,972,148	\$2,096,183	\$1,810,458			
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,446,304	\$2,096,183	\$1,810,458			\$5,352,945
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$5,352,945

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.

Earthwork	\$45,950	\$9,585	\$40,495		\$96,030
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving	\$550,773	\$749,274	\$752,502		\$2,052,549
Clean & Seal Cracks/Joints					
Aggregate Bases, Surfaces	\$92,200	\$5,830	\$22,018		\$120,048
Highway, R.R., Waterway Struc.					
Drainage					
Electrical					
Cover and Seal Coats	\$2,275	\$5,765	\$10,772		\$18,812
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning, Rotomilling	\$151,798	\$158,818	\$139,669		\$450,285
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
Totals	\$842,996	\$929,272	\$965,456		\$2,737,724

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	John Neri	Suburban Concrete	Bedrock		
Type of Work	Underground	Concrete	Reclamation		
Subcontract Price	\$430,275	\$999,654	\$68,736		
Amount Uncompleted	\$256,913	\$999,654	\$68,736		
Subcontractor	Impressive Const	Galaxy Underground	DiVinci		
Type of Work	Concrete	Underground	Underground		
Subcontract Price	\$531,495	\$137,210	\$174,242		
Amount Uncompleted	\$246,057	\$137,210	\$174,242		
Subcontractor	Nafisco, Inc.	PPM, Inc.	Schroeder & Schroe		
Type of Work	Traffic Control	Pavement Marking	Concrete		
Subcontract Price	\$16,309	\$5,107	\$548,602		
Amount Uncompleted	\$13,500	\$5,107	\$548,602		
Subcontractor	D2k	Smith Maintenance	McGinty Bros, Inc.		
Type of Work	Pavement Marking	Traffic Control	Landscape		
Subcontract Price	\$10,548	\$19,900	\$35,501		
Amount Uncompleted	\$10,548	\$19,900	\$35,501		
Subcontractor	Reliable Land	Seasonal Concepts	Nafisco, Inc.		
Type of Work	Landscape	Landscape	Traffic Control		
Subcontract Price	\$76,290	\$5,040	\$17,921		
Amount Uncompleted	\$76,290	\$5,040	\$17,921		
Total Uncompleted	\$603,308	\$1,166,911	\$845,002		

Notary

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

Officer or Director

Natalia Colella

Title

President

Signature

Date



06/20/2025

Company

Brothers Asphalt Paving, Inc.

Address

315 S. Stewart Avenue

City

Addison

State

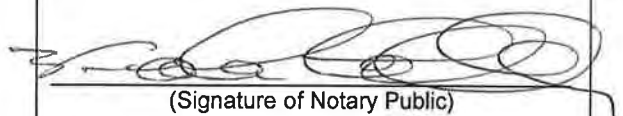
IL

Zip Code

60101

Subscribed and sworn to before me

this 20th day of June, 2025



(Signature of Notary Public)

My commission expires 05/01/2029

OFFICIAL SEAL
NICOLA COLELLA
Notary Public, State of Illinois
Commission No. 784580
Commission Expires May 01, 2029

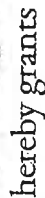
(Notary Seal)

OFFICIAL SEAL
NICOLA COLELLA
Notary Public, State of Illinois
Commission No. 784580
My Commission Expires May 01, 2029

☐ Add pages for additional contracts

Brothers Asphalt Paving, Inc.
2024 Project References

- 1 Owner: Village of Algonquin
2200 Hamish Drive
Algonquin, IL 60102
Project: Broadmore Dr/Stonegate Rd Imp
Amount: \$ 1,271,521.96
Completion: 11/2023
Engineer: Civiltech Engineering, Inc.
Contact: John Vogelman
Phone: 312-656-0947
- 2 Owner: Village of Addison
One Friendship Plaza
Addison, IL 60101
Project: 2024 MFT Road Maintenance
Amount: \$2,045,434.69
Completion: 11/2024
Engineer: Village of Addison
Contact: Mike Filishio
Phone: 630-543-4100
- 3 Owner: Village of Bloomingdale
201 South Bloomingdale Road
Bloomingdale, IL 60108
Project: 2024 Street Improvement Proj
Amount: \$1,311,817.64
Completion: 08/2024
Engineer: Village of Bloomingdale
Contact: Brian Sisco
Phone: 630-671-5676
- 4 Owner: Village of Schiller Park
9526 West Irving Park Road
Schiller Park, IL 60176
Project: 2024 Street Improvements
Amount: \$2,867,484.62
Completion: 09/2024
Engineer: Edwin Hancock Engineering Co.
Contact: James Goumas
Phone: 708-865-0300
- 5 Owner: Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148
Project: RFB 2024-101 Asphalt Resurfacing Program
Amount: \$1,248,563.27
Completion: 08/2024
Engineer: Village of Lombard PW
Contact: Tom Dixon
Phone: 630-620-5740
- 6 Owner: Village of Woodridge
5 Plaza Drive
Woodridge, IL 60517
Project: 2024 MFT Resurfacing Project
Amount: \$ 1,932,873.14
Completion: 10/2024
Engineer: Village of Woodridge
Contact: Matt Pocius
Phone: 630-719-2941



National Women's Business Enterprise Certification

Brothers Asphalt Paving, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Midwest, a WBENC Regional Partner Organization.

Certification Granted: August 26, 2020

Expiration Date: August 31, 2025

WBENC National Certification Number: WBE2002130

NAICS: 238990

UNSPSC: 72141000, 72141001, 72141003



Authorized by Emilia DiMenco, President &
CEO Women's Business Development Center-
Midwest



此係「中國」之「中國」

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS

WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Brothers Asphalt Paving, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official of the Federal government or any of its contracting officials.

Majority Female Owner: Natalia Colella

NAICS: 238990
UNSPSC: 72141000, 72141001, 72141003

Certification Number: WOSB201485

Renewal Date: August 31, 2025

WOSB Regulation Expiration Date: 08/31/2026

WBDC

WOMEN'S BUSINESS DEVELOPMENT CENTER

Emilia DiMenico

Emilia DiMenico, Women's Business
Development Center - Midwest President &
CEO

Pamela Prince-Easton

Pamela Prince-Easton, WBENC President & CEO

Lakesha White

Lakesha White, Sr. Vice President, Certification



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 0623

Brothers Asphalt Paving, Inc.
315 S. Stewart Ave Addison, IL 60101

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$16,658,000.00

001	EARTHWORK	\$1,175,000
005	HMA PAVING	\$13,850,000 B
012	DRAINAGE	\$400,000
017	CONCRETE CONSTRUCTION	\$1,300,000
032	COLD MILL, PLAN. & ROTOMILL	\$2,275,000
08A	AGGREGATE BASES & SURF. (A)	\$375,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/18/2025 TO 4/30/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/18/2025.

B Restricted to 1200 tons in any 1 contract (Class I and/or B&M) or as specified by local agency

Justin Mann
Engineer of Construction



Local Public Agency

County

Section Number

Village of Willowbrook

DuPage

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

January 1, 2022

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

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LOCATION OF PROJECT

The improvements are located on the following roadways in the Village of Willowbrook.

1. **Roadway Resurfacing**- Bentwood Ln, Hidden Brook Ln and Meadow Ln. See location map
2. **Hot Mix Asphalt Pavement Patching 2"**- Rogers Drive, Rogers Court, Chaucer Court, Squire Court, Adams Street, 15w580 N Frontage Rd, Chatelain Court, and 56 Garfield Ridge Court. See map location
3. **Thermoplastic Pavement Markings**- Willowbrook center parkway, 75th Street and Quincy Road, Holmes Avenue, 58th Place, MacArthur Drive, 59th Street and Clarendon Hills Road, Clarendon Hill Road from 67th to 63rd Road and 79th Street and Clarendon Hill Road. See map location
4. **Clean & Seal Cracks and Joints** - WATERFORD SUBDIVISION (south of Waterford Drive, east of S. Madison Street, and north of Plainfield Road). -See *Location Map*

DESCRIPTION OF PROJECT

The work consists of three areas of improvement. Section 1 consists of Roadway Resurfacing of Bentwood Ln, Hidden Brook Ln and Meadow Ln (*See Location Map*). Improvements include curb and gutter point repairs and ADA ramps. Section 2 consists of HMA surface patching on Rogers Drive, Rogers Court, Chaucer Court, Squire Court, Adams Street, 15w580 N Frontage Rd, Chatelain Court, and 56 Garfield Ridge Court. Section 3 consists of removing and replacing thermoplastic pavement markings on various roadway sections throughout Willowbrook. The entire limits of work are located within the Village of Willowbrook, DuPage County, Illinois.

WORKING DAYS

The CONTRACTOR shall complete the work within Thirty (30) working days per Article 108.04 of the STANDARD SPECIFICATIONS

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

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

AVAILABILITY OF CONTRACT DOCUMENTS

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN# XXXXXXXX for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. A hard copy of plans may also be viewed at CBBEL's office located at 9575 W Higgins Rd, Suite 600, Rosemont IL 60018. Contractors must purchase bid documents and be shown on the

Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Plan holder List will be rejected.

CONTRACT EXECUTION

Contract award and execution shall be in accordance with Section 102.01 of the Standard Specification.

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.

LIMITS OF CONSTRUCTION (PAVING OPERATIONS)

The Public Services Foreman and/or Village Engineer shall mark the limits of paving operations. This includes all pavement removal and patching limits at the start / end of the project and at side street radii, etc.

The Village of Willowbrook reserves the right to delete or amend quantities of any portion of the project if it is in the best interest of the Village to do so, including that of financial budgeting. Any portion deleted or amended from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.

SIGN AND MAILBOX RELOCATE

The CONTRACTOR may remove and replace all street signs and mailboxes located in or near the construction zone. The CONTRACTOR shall be responsible for replacing at his expense any signs or mailboxes damaged during 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.

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor 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 Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the

Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

Revised: April 1, 2025

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

PUBLIC CONVENIENCE AND SAFETY (D1)

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

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

MISCELLANEOUS SAW-CUTTING

Whenever the new work will meet existing conditions other than lawn areas, regardless of whether it is asphalt or concrete, the existing adjacent pavement or curb shall be saw-cut to provide a neat joint. The saw-cut shall be in a straight line sufficiently deep so that it renders a smooth vertical face to match to. All saw cutting shall be considered incidental to the cost to the adjacent items of new work.

If the contractor is not careful or does not saw deep enough and the cut line breaks out or chips to an imperfect edge, then the existing side must be re-cut square and done over until it is correct. Any additional quantity of new work required as a result of additional removal caused by improper saw cutting will not be paid for.

DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIALS

The Contractor shall be responsible for removal and disposal of all waste material, asphalt, concrete, stone, dirt, or debris generated in the course of the work.

The contractor shall load the removed pieces of curb and gutter, sidewalk, driveway and street pavements, etc., directly onto trucks, haul it away, and dispose of it. The temporary storing of excavated materials on the parkways, and re-handling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The Village will not provide for one. The stockpiling of excavated or backfill material within the roadway overnight shall not be permitted.

TRAFFIC CONTROL PLAN (D1)

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

STANDARDS: 701006, 701311, 701501, 701901

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

SPECIAL PROVISIONS: Maintenance of Roadways (D1), Public Conveniences and Safety (D1) Work Zone Traffic Control Devices (BDE)

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.

STREET CLEANING

If the CONTRACTOR fails to clean the pavement, sidewalk or parkways on or adjacent to the section under construction to the satisfaction of the ENGINEER at any time during the contract, the ENGINEER will notify the CONTRACTOR at which time the CONTRACTOR will have 24 hours to respond.

If the CONTRACTOR fails to respond within 24 hours an amount of \$500.00 per incident will be deducted from any monies due the CONTRACTOR

VANDALISM

Special attention is called to Article 107.30 of the STANDARD SPECIFICATIONS. Any defaced work shall be corrected or replaced by the CONTRACTOR at his sole expense prior to final payment. The VILLAGE shall cooperate with the CONTRACTOR to minimize vandalism, but the CONTRACTOR shall be ultimately responsible to correct any damage.

CONTRACT PAY ITEMS

All contract bid proposal pay items listed in the Schedule of Prices (BLR Form 12200a) shall follow the latest edition of the IDOT Standard Specifications for Road Bridge Construction, including any special provisions listed in the contract bid proposal.

COMBINATION CONCRETE CURB AND GUTTER REMOVAL

This work consists of removing concrete curb and gutter according to the detail and at the locations shown on the plans. This work shall be done in accordance with Section 440 of the Standard Specifications except as herein modified.

Prior to the removal of the existing combination concrete curb and gutter the adjacent edge of pavement shall be saw cut full-depth. All material excavated under this item shall be immediately loaded and hauled away and shall not be stored in the street or parkway area. *Any existing sprinkler systems damaged during the course of the work shall be repaired by the Contractor at no expense to the Owner.*

All saw cuts shall be included in the cost of CURB REMOVAL (SPECIAL). Special attention shall be made to the detail shown in the plans.

Payment for this work shall be made at the contract unit price per foot for **COMBINATION CONCRETE CURB AND GUTTER REMOVAL**.

COMBINATION CONCRETE CURB AND GUTTER TYPE M-2.12 (SPECIAL)

Description. This work shall consist of the construction of new combination concrete curb and gutter, Type M-2.12 specified including all necessary excavation, embankment and sub base granular material as shown in the detail on the plans in accordance with Sections 440, 606, 202, 205 and 311 of the Standard Specifications and as specified herein. Refer to the detail for Curb and Gutter Removal and Replacement for further information.

Construction Requirements.

Curb Replacement

In addition to the requirements of Article 606.06 of the Standard Specifications the Contractor shall excavate all material necessary to build the proposed curb and gutter and proposed subbase in accordance with Section 202 of the Standard Specifications. **The proposed sub base of the new curb and gutter shall be compacted Subbase Granular Material, Type B (2of CA-6 stone) as shown on the plans (see attached detail)** in accordance with Section 311 of the Standard Specifications. Backfill behind the proposed back of curb shall be in accordance with Section 205 of the Standard Specifications.

Expansion joints shall be three quarter inch (3/4") preformed bituminous expansion joint with two (2) No. 6 epoxy coated smooth dowel bars (3/4" dia. x 18" long) with grease caps that shall be placed every seventy-five feet (75'), five feet (5') either side of drainage structures, point of curvatures (p.c.'s), radius points and back of cul-de-sacs. When expansion joints are constructed adjacent to existing curb and gutter the existing curb shall be drilled and two (2) No. 6 epoxy coated smooth dowel bars (3/4" x 18" long) epoxied in place and shall be installed four inches (4") from bottom of curb. Grease caps shall be placed on the side of the new curb and gutter shall have a pinched stop that will provide a minimum one-inch (1") expansion.

Contraction joints shall be placed at a maximum spacing of 15 feet. Contractor shall use full forms on both sides of the curb patch - 9" min. at edge of pavement and either 12" or 15" min. at back of curb.

Where depressed curb is required, the contractor shall transition from regular curb and gutter with a 3' taper.

Any existing pavement removed adjacent to the new curb and gutter shall be replaced with Class SI concrete. The concrete will be brought to an elevation of 3" below the gutter flag and as directed by the Engineer and/or Public Services Foreman. The material shall be placed carefully and independently of the curb and gutter section, and only after all debris has been removed from the hole. This operation shall be completed within 3 days after the curb forms are stripped and shall be included with the pay item Combination Concrete Curb and Gutter Type M2-12.

Method of Measurement and Basis of Payment. Combination concrete curb and gutter Type M-2.12 and excavation for curb and gutter cross-section, new compacted Subbase Granular Material, Type B (2" of CA-6 stone) Class SI concrete, and backfill necessary to construct the work as shown on the plans and as specified herein shall be measured and paid for at the contract unit price per foot for **COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, TYPE M2-.12 (SPECIAL).**

PORTLAND CONCRETE CEMENT SIDEWALK, 5 INCH (SPECIAL)
PORTLAND CONCRETE CEMENT SIDEWALK, 7 INCH (SPECIAL)

Description. This work shall consist constructing Portland Cement Concrete Sidewalk and sidewalk accessibility ramps on a prepared subgrade. This work shall be performed in accordance with Sections 440, 311 and 424 of the Standard Specifications and as specified herein.

Construction Requirements. Sidewalks shall be placed on four (2") inches of new compacted Subbase Granular Material, Type B (CA-6 gradation). The sidewalk width shall be five (5") inches in thickness and at driveway apron locations, the depth of concrete shall be increased to seven (7") inches. All sidewalk shall be a minimum of four (4') feet in width.

Expansion joints of the thickness specified below shall consist of preformed joint filler. The top of the joint shall be placed 1/4 in. below the surface of the sidewalk.

(a) 1/2 in. Thick Expansion Joints. Expansion joints 1/2 in. thick shall be placed between the sidewalk and all structures such as light standards, traffic light standards, buildings, traffic poles and subway columns, which extend through the sidewalk.

(b) 3/4 in. Thick Expansion Joints. Transverse expansion joints 3/4 in. thick shall be placed at intervals of not more than 50 feet in the sidewalk. Where the sidewalk is constructed adjacent to pavement or curb having expansion joints, the expansion joints in the sidewalk shall be placed in line with the existing expansion joints as nearly as practicable. Expansion joints shall also be placed where the sidewalk abuts existing sidewalks, parking lot pavement, between driveway pavement and sidewalk and between sidewalk accessibility ramps and curbs where the ramp abuts a curb.

All contraction joints shall be placed at a maximum spacing of five feet (5').

Curb ramps shall be constructed according to the ADAAG, the Illinois Accessibility code, and as shown on the plans. Curb ramps shall be constructed to the same thickness as the adjacent sidewalk with a minimum thickness of five (5") inches.

Method of Measurement and Basis of Payment. Portland cement concrete sidewalk will be measured for payment in place, and the area computed in square feet. This work will be paid for at the contract unit price per square foot for **PORTLAND CEMENT CONCRETE SIDEWALK 5" INCH (SPECIAL) or PORTLAND CEMENT CONCRETE SIDEWALK 7"(SPECIAL)**, which price shall include all expansion joints, contraction joints, variable height edge treatment at sidewalk ramps, curb ramps, any necessary side curb for sidewalk accessibility ramps, all required excavation for the sidewalk cross-section, new compacted Subbase Granular Material Type B (2" CA-6 stone), and any necessary root pruning.

DETECTABLE WARNINGS

Detectable warnings shall consist of a surface of truncated domes meeting the requirements of the ADAAG and the details shown on the plans. Detectable warnings shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface.

All detectable warnings shall use Cast in Place Detectable/Tactile Warning Surface Tiles.

The product or method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to use.

- (a) Manufacturer's certification stating the product is fully compliant with the ADAAG.
- (b) Manufacturer's five-year warranty.
- (c) Manufacturer's specifications stating the required materials, equipment, and installation procedures.

Products that are colored shall be colored their entire thickness. The materials, equipment, and installation procedures used shall be according to the manufacturer's specifications.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per square foot (SF) for **DETECTABLE WARNINGS** which shall include removal of existing sidewalk and all material, equipment, and labor necessary to install the detectable warnings as specified.

PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 7" SPECIAL

This item shall include the installation of concrete driveway pavements at locations shown on the Plans or as directed by the Engineer in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction".

The driveway pavement shall be installed with seven-inch (7"). The driveway pavement shall be constructed to the limits and grade required to blend with adjoining surfaces. The seven inch (7") thick PCC driveway pavement shall be placed upon a cushion of compacted crushed stone, Gradation CA-6, having a minimum thickness of two inches (2"). The cost of the compacted crushed stone base shall be included in the cost of the respective driveway pavement items. Fulldepth expansion joints shall be placed between the driveway pavement and the back of any adjacent curb, sidewalk, or driveway, and as directed by the Engineer.

After removal of the concrete forms, the excavated area along the driveway and sidewalk shall be immediately backfilled with select earth backfill in preparation for the placement of the topsoil.

Basis of Payment: This item shall be paid for at the Contract unit price per Square Yard for **PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH.**

HOT-MIX ASPHALT SURFACE REMOVAL, 2"

This work shall consist of grinding and removing the existing asphalt pavement as specified on the plans and in accordance with Section 440 of the Standard Specifications.

This item of work will also be utilized in variable depths as follows:

Butt Joints:

Butt joints shall be constructed the entire width of the road at all intersections, approaches, entrances and paved driveways. In the opinion of the ENGINEER, the butt joint shall provide a smooth transition between existing pavement and the improved surface. The CONTRACTOR'S work shall conform to section **406.09 Butt Joints** of the STANDARD SPECIFICATIONS for Road and Bridge Construction. This item shall not be paid for separately but is included in the cost of the contract unit price per square yard (**SY**) for **HOT-MIX ASPHALT REMOVAL, 2"**.

Joints at paving termini, intersections:

The start / end locations of the project and at intersections will be milled to provide a smooth surface joint at the limits of the work where the new surface is to meet the existing pavement. This milling will be 2" deep at a distance of ten (10) feet from the paving termini and taper to meet the existing pavement. All joints to be constructed shall be neatly saw cut. Prior to the installation of the final HMA surface course, the remaining existing pavement shall then be removed to a depth of 3" up to paving termini. The cost of jack-hammering, chipping, hand work, saw cutting and cleaning is included in the pay item, **HOT-MIX ASPHALT SURFACE REMOVAL, 2"**

This item of work will be measured and paid for at the contract unit price per SQUARE YARD (SY) for **HOT-MIX ASPHALT SURFACE REMOVAL, 2"**

CLASS D PATCH, TYPE IV, 2"

This work shall consist of removal and replacement of existing pavement at locations as directed by the ENGINEER. This work shall be done in accordance with Section 442 of the STANDARD SPECIFICATIONS except that the four types, namely Type 1, Type II, Type III and Type IV have been combined under the pay item Class D Patch, Surface (Special), 2".

The existing pavement Hot-Mix Asphalt surface shall be neatly milled and removed to a depth of **two (2) inches** and replaced with **two (2) inches of Hot-Mix Asphalt Surface Course, Mix "D", N50 (IL 9.5mm)**, as specified in Section 406. The surface of the patch shall meet the surface of the existing Hot-Mix Asphalt surface. The average width of these patched shall be 3 ft wide.

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

This work will be paid for at the contract unit price per square yard for **CLASS D PATCH, TYPE IV, 2" (SPECIAL)** which price shall include the removal and disposal of the existing pavement base, Hot-Mix Asphalt surface and sub-grade as directed by the engineer and the placement and compaction of the specified Hot-Mix Asphalt mixture up to the surface of the existing Hot-Mix Asphalt surface. The list of approximate patching locations and sizes has been provided below.

Willowbrook 2025 2" Patching Locations (3ft)	
LOCATION	LF
Chaucer Court	700
Rodgers Drive	1600
Rodgers Court	655
Squire Court	475
Adams Street	2100
Frontage Road	752
Chatelain Court	1251
Garfield Ridge Court	702
TOTAL	8235

CLASS D PATCH, TYPE IV, 4" (SPECIAL)

Patching for the unsuitable base of resurfacing areas

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 Article 442 of the Standard Specifications except that the four types, namely Type 1, Type II, Type III and Type IV have been combined under the pay item Class D Patch, TYPE IV, 4" (Special)

Once the existing surface has been milled, then the existing pavement including the base and Hot-Mix Asphalt surface shall be neatly saw cut and removed and replaced with **six (4") inches of Hot-Mix Asphalt Binder Course, IL-19 mm**, as specified in Article 406. The surface of the patch shall be flush with the surface of the existing edge milled Hot-Mix Asphalt surface prior to resurfacing.

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 Article 406.

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.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per SQUARE YARD (SY) for **CLASS D PATCH, TYPE IV, 4" (SPECIAL)** which price shall include the removal of the existing pavement base, Hot-Mix Asphalt Surface and sub-grade as directed by the engineer, the compaction of the existing subgrade, and placement and compaction of the specified Hot-Mix Asphalt mixture up to the surface of the existing Hot-Mix Asphalt surface.

Landscaping (Special)

This work shall consist of preparing the ground surface, furnishing and applying topsoil to a minimum depth of 4", fertilizing the areas to be sodded as specified in the plans and as directed by the engineer, and furnishing and placing the sod. All work shall be in accordance with the applicable portions of section 211 and 252 of the Standard Specifications except as noted herein.

Construction requirements. In addition to applicable portions of Section 107 of the Standard Specification, all other areas shall be restored to their condition prior to construction. Restoration at all locations of underground construction shall take place after the trench has settled.

When sod is specified a minimum width of 24" shall be replaced as part of the restoration along curb and gutter, sidewalk and driveway aprons, and at other locations as directed by the engineer.

When fertilizer is specified, 180 pounds of fertilizer nutrients per acre (210 kilograms per hectare) shall be applied at a 1:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	60lbs/acre (70kg/ha)
Phosphorous Fertilizer Nutrients	60lbs/acre (70kg/ha)
Potassium Fertilizer Nutrients	60lbs/acre (70kg/ha)

All sod shall be salt tolerant, unless directed otherwise by the Engineer.

Initial watering shall be applied within two hours after the sod placement at a rate of 5gal/sq yd. Required additional watering shall be done in accordance with Articles 252.08 and 252.09 of the Standard Specification and shall be considered incidental to this work.

Method of Measurement and Basis of Payment. This work shall be paid at the contract price per **LUMP SUM for LANDSCAPING (SPECIAL)**. This price shall include all costs for shaping trimming, grading, furnishing and placement of topsoil, fertilizing, furnishing and placing sod, sod watering, disposal of excess materials, and all other labor, equipment, and materials used to complete the work as specified in these special provisions.

THERMOPLASTIC PAVEMENT MARKINGS

The following areas will be striped with Thermoplastic Pavement Markings at locations as directed by the Engineer (See striping location map for details):

Location	Letters and Symbols (SF)
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	Item No. 78000100
SCHOOL Symbol (8') 58 th Place	32.3
SCHOOL Symbol (8') 58 th Place	32.3
ARROW and ONLY Clarendon Hills Rd North of 63 rd St	36.4
ARROW and ONLY Clarendon Hills Rd North of 67 th St	36.4
ARROW and ONLY Clarendon Hills Rd South of 63 rd St	36.4
ARROW and ONLY Clarendon Hills Rd & Snug Harbor	36.4
Letters and Symbols Total	309

Location	Line 4" Yellow (LF) Item No. 78000200
Clarendon Hills Rd North of 63 rd St	800
Clarendon Hills Rd North of 67 th St	800
Clarendon Hills Rd South of 63 rd St	800
Clarendon Hills Rd & Snug Harbor	800
Clarendon Hills Rd between 67 th to 63 rd	360
Willowbrook Center	800
4" Line - Yellow Total	4360

Location	Line 4" White (LF) Item No. 78000200
Clarendon Hills Rd North of 63 rd St	270
Clarendon Hills Rd North of 67 th St	190
Clarendon Hills Rd South of 63 rd St	260
Clarendon Hills Rd & Snug Harbor	270
Willowbrook Center	6000
4" Line - Yellow Total	6990

Location	Line 6" White (LF) Item No. 78000400
75 th & Quincy Crosswalk- East of Quincy	84
MacArthur Drive & Clarendon Hills Road	136
59 th and Clarendon Hills Road	136
59 th and Holmes Avenue	66
59 th & Clarendon Hills Road	126
MacArthur Drive and Clarendon Hills Road	128
Chatelaine and Clarendon Hills Road	204
58 th and Holmes Avenue	72
Clarendon Hills Rd North of 63 rd	535
Clarendon Hills Rd North of 67 th	200
Clarendon Hills Rd South of 63 rd	535
Clarendon Hills Rd Road & Snug Harbor	555

Clarendon Hills Rd between 67 th to 63 rd	360
6" Line - White Total	3137

Location	Line 12" White (LF) Item No. 78000600
75 th and Quincy intersection- NB of Quincy	211
75 th and Quincy South of 75 th	215
79 th and Clarendon Hills Road	165
Clarendon Hills Road north of 67 th	138
12" Line - White Total	729

Location	Line 12" Yellow (LF) Item No. 78000600
Clarendon Hills Rd North of 63 rd	40
Clarendon Hills Rd North of 67 th	40
Clarendon Hills Rd South of 63 rd	40
Clarendon Hills Rd between 67 th to 63 rd	2900
Willowbrook Center	40
12" Line - Yellow Total	3060

Location	Line 24" White Stop Bar (LF) Item No. 78000650
75 th and Quincy Intersection EB W of Quincy	24
75 th and Quincy Intersection WB E of Quincy	24
75 th and Quincy Intersection SB N of Quincy	14
59 th and Clarendon Hills Road	88
59 th and Holmes Avenue	36
59 th and Clarendon Hills Road	54
Chatelaine and Clarendon Hills Road	14
58 th Place and Holmes Avenue	15
Clarendon Hills Road north of 63 rd	38
Clarendon Hills Road north of 67 th	20
Clarendon Hills Road South of 63 rd	28
24" Line - White Stop Bar Total	355

CRACK ROUTING AND FILLING

Description. This work shall consist of routing, cleaning, and sealing of cracks and shall be done in accordance with Section 451 of the STANDARD SPECIFICATIONS and as modified herein.

451.04 General. Revise the first two paragraphs to read as follows:

“Primary transverse and longitudinal working cracks shall be routed, cleaned, and sealed. Any adjacent secondary cracks shall also be routed, cleaned, and sealed. The edge of pavement at the curb line shall not be routed or sealed.

Cracks shall be routed following the crack as nearly as possible, ½ inch wide and ½ inch deep as close to a 1:1 ratio as possible. Following crack routing and prior to blowing the routed cracks clean, the streets shall be cleaned using a mechanical sweeper in accordance with paragraph 1101.03 to remove routing debris. The sweeper shall have the capability to vacuum all debris during the sweeping operations. Immediately ahead of sealer placement, dust and debris shall be blown from the crack with a power brush/blower or with compressed air with a minimum pressure of 90 psi (620 kPa). When compressed air is used, the pneumatic tool lubricator must be bypassed, and a filter installed on the discharge valve to keep water and oil out of the lines.”

The surface of the crack filling shall be flush with the pavement’s surface. Additionally, the CONTRACTOR shall guarantee the workmanship for a period of one year from the completion date of the contract. Any crack filling material failing within the guarantee period shall be properly removed and reinstalled to the satisfaction of the VILLAGE at no additional cost to the VILLAGE.

451.05 Method of Measurement. Remove Section (a)

Basis of Payment. This work shall be paid for at the contract unit price per POUND for CRACK FILLING (SPECIAL) which price shall include all equipment, materials, and labor to construct the work as specified herein. Crack routing and street sweeping shall not be measured for payment but shall be included in the unit price per POUND for CRACK FILLING (SPECIAL).



LEGEND



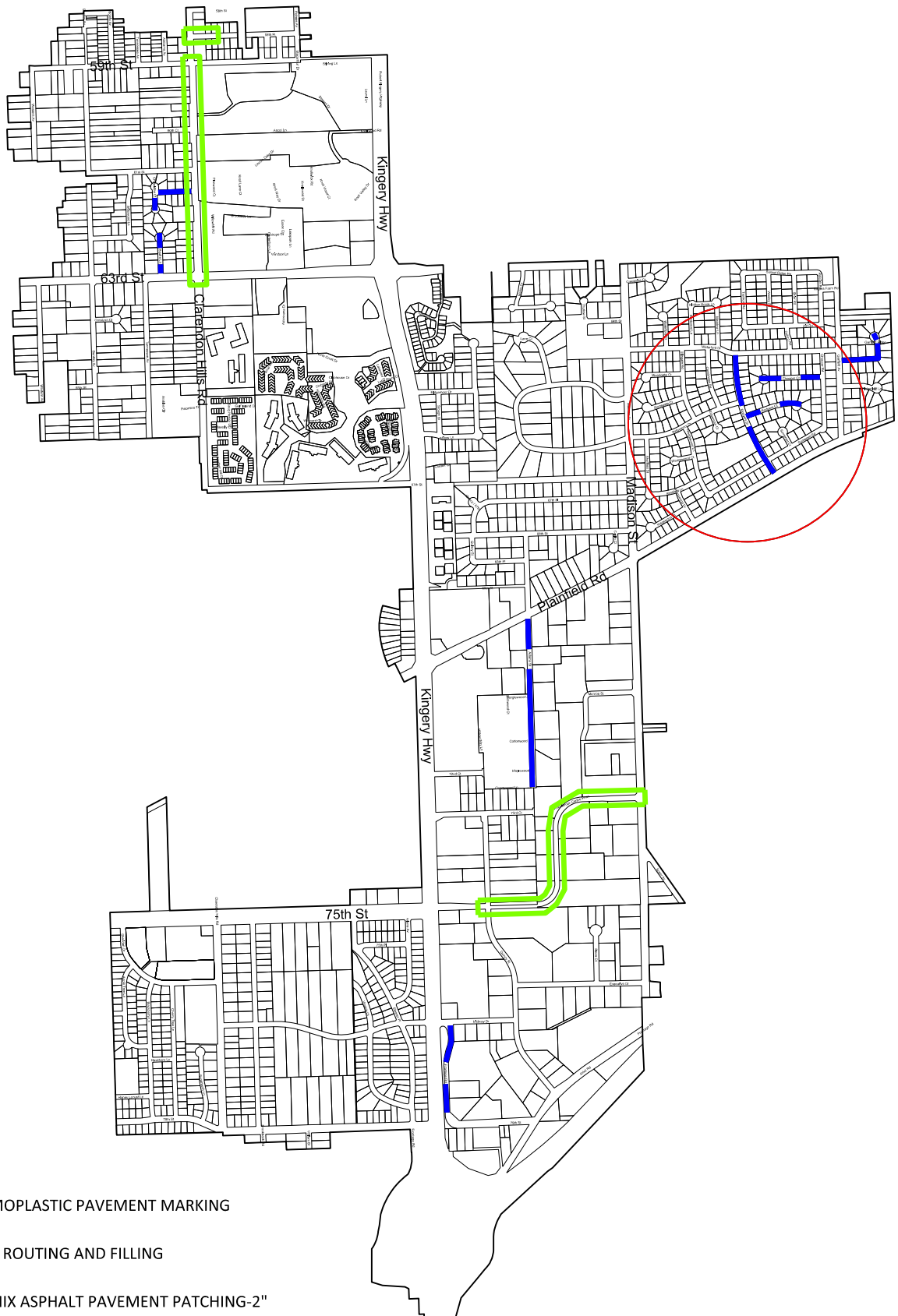
THERMOPLASTIC PAVEMENT MARKING



CRACK ROUTING AND FILLING



HOT-MIX ASPHALT PAVEMENT PATCHING-2"



CLIENT:



VILLAGE OF WILLOWBROOK
7760 Quincy Street
Willowbrook, Illinois 60521-5594
(630) 323-8215

TITLE:

2025 ROAD PROJECT LOCATION MAP

PROJ. NO. 240679

DATE: 5/20/2025

SHEET 1 OF 1

DRAWING NO.



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

DSGN.		SCALE:	6096'
DWN.		MODEL:	Default
CHKD.		PLOT DATE:	5/20/2025
FILE:	LocationExhibit		

EXH

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

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

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-25)

SUPPLEMENTAL SPECIFICATIONS

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

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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

Village of Willowbrook

DuPage

☐ Check this box for lettings prior to 01/01/2025

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

Recurring Special Provisions

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4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	93
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6	<input type="checkbox"/> Asbestos Bearing Pad Removal	104
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	105
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	106
9	<input type="checkbox"/> Construction Layout Stakes	107
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	110
11	<input type="checkbox"/> Subsealing of Concrete Pavements	112
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13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	118
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	119
15	<input type="checkbox"/> Polymer Concrete	121
16	<input type="checkbox"/> Reserved	123
17	<input type="checkbox"/> Bicycle Racks	124
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	126
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	128
20	<input type="checkbox"/> English Substitution of Metric Bolts	129
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	130
22	<input checked="" type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	131
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Local Public Agency	County	Section Number
Village of Willowbrook	DuPage	

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

Local Roads And Streets Recurring Special Provisions

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LRS 5	<input checked="" type="checkbox"/> Contract Claims	177
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	178
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LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	191
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LRS 11	<input checked="" type="checkbox"/> Employment Practices	196
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LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	206
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State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

“1030.06 Quality Management Program. The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
<input type="checkbox"/>	Cores
<input checked="" type="checkbox"/>	Nuclear Density Gauge (Correlated when paving \geq 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019

Revised: January 1, 2025

Revise Article 1004.03(c) to read:

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

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

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

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

3/ The specified coarse aggregate gradations may be blended.

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

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

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

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

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

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

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

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

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

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

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

1/ Based on percent of total aggregate weight.

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

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

4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

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

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

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

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

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

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

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

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

“(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department’s “Hot-Mix Asphalt Trainee Course” to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department’s “Gradation Technician Course” to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department’s “Nuclear Density Testing” course to run all nuclear density tests on the job site.”

Add Article 1030.06(d)(3) to the Standard Specifications to read:

“(3) The Contractor shall take possession of any Department unused backup or dispute resolution HMA mixture samples or density specimens upon notification by the Engineer. The Contractor shall collect the HMA mixture samples or density specimens from the location designated by the Engineer. The HMA mixture samples or density specimens may be added to RAP stockpiles according to Section 1031.”

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

“When establishing the target density, the HMA maximum theoretical specific gravity (Gmm) will be based on the running average of four available Department test results for that project. If less than four Gmm test results are available, an average of all available Department test results for that project will be used. The initial Gmm will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test

result will be used as the initial Gmm.”

Revise the following table and notes in Article 1030.09 (c) of the Standard Specifications to read:

CONTROL LIMITS						
Parameter	IL-19.0, IL-9.5, IL-9.5FG, IL-19.0L, IL-9.5L		SMA-12.5, SMA-9.5		IL-4.75	
	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing: ^{1/}						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
# 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
# 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
# 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
# 30 (600 µm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content # 200 (75 µm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Air Voids ^{2/}	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
Field VMA ^{3/}	-0.7 %	-0.5 %	-0.7 %	-0.5 %	-0.7 %	-0.5 %

1/ Based on washed ignition oven or solvent extraction gradation.

2/ The air voids target shall be a value equal to or between 3.2 % and 4.8 %.

3/ Allowable limit below minimum design VMA requirement.

Revise Article 1030.09(g)(2) of the Standard Specifications to read:

“(2)The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1).”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity (Gmm) will be the Department mix design verification test result.”

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

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

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

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V _D , P, T _B , 3W, O _T , O _B	V _S , T _B , T _F , O _T	As specified in Section 1030
IL-4.75 and SMA _{3/4/}	T _B , 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	T _B	T _F	As specified in Articles 582.05 and 582.06.

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

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

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G_{mb}.”

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

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

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

“When a test strip is constructed, the Contractor shall collect and split the mixture according to the document “Hot-Mix Asphalt Test Strip Procedures”. The Engineer, or a

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

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

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

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

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

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)

Thickness at inside edge	Height of casting $\pm 1/4$ in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

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

FRICITION AGGREGATE (D1)

Effective: January 1, 2011

Revised: December 1, 2021

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

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

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

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

Use	Mixture	Aggregates Allowed	
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>

Use	Mixture	Aggregates Allowed	
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel ^{2/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel ^{2/} or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

1/ Crushed steel slag allowed in shoulder surface only.

2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.

3/ Crushed concrete will not be permitted in SMA mixes.

4/ Crushed steel slag shall not be used as binder.

5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)

Effective: January 1, 2019

Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

“ During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing	
Mixture	Hamburg Wheel and I-FIT Testing ^{1/ 2/}
Binder	total of 3 - 160 mm tall bricks
Surface	total of 4 - 160 mm tall bricks

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing ^{1/ 2/}
Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.

2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

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

“When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

“Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

VILLAGE OF WILLOWBROOK

CHRISTOPHER B. BURKE ENGINEERING, LTD

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

BDE SPECIAL PROVISIONS
For the April 25 and June 13, 2025 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised
	80099	1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	<input type="checkbox"/> Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
*	50531	7	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	8	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80460	9	<input checked="" type="checkbox"/> Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	
	80384	10	<input checked="" type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
*	80199	12	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80461	13	<input type="checkbox"/> Concrete Barrier	Jan. 1, 2025	
	80453	14	<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
	80261	15	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
*	80029	16	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
	80229	17	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	<input type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80456	21	<input type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
	80446	22	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	23	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80450	24	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80464	25	<input type="checkbox"/> Pavement Marking Inspection	April. 1, 2025	
	80441	26	<input checked="" type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
	80459	27	<input type="checkbox"/> Preformed Plastic Pavement Marking	June 2, 2024	
*	34261	28	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	29	<input checked="" type="checkbox"/> Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	30	<input type="checkbox"/> Seeding	Nov. 1, 2022	
	80457	31	<input type="checkbox"/> Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
	80462	32	<input type="checkbox"/> Sign Panels and Appurtenances	Jan. 1, 2025	April 1, 2025
	80448	33	<input type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	34	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	35	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	36	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	37	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80463	38	<input type="checkbox"/> Submission of Bidders List Information	Jan. 2, 2025	
	80437	39	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	40	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80465	41	<input type="checkbox"/> Surveying Services	April 1, 2025	
	80466	42	<input type="checkbox"/> Temporary Rumble Strips	April 1, 2025	
*	20338	43	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	44	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	45	<input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458	46	<input type="checkbox"/> Waterproofing Membrane System	Aug. 1, 2024	
	80302	47	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
	80454	48	<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
	80427	49	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
*	80071	50	<input checked="" type="checkbox"/> Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2025 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80434	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Articles 542.03, 550.03, 1040.03, 1040.04(b), 1040.04(d) & 1040.08	Jan. 1, 2021	
80443	High Tension Cable Median Barrier Removal	Section 632	April 1, 2022	
80045	Material Transfer Device	Articles 406.03, 406.06(f), 406.13(b), 406.14 & 1102.02	Nov 15, 1999	Jan. 1, 2022
80410	Traffic Spotters	Article 701.13	Jan. 1, 2019	

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 30 working days.

80071

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

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

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

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

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

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

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

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

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

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

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

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

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

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

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

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

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

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

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

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

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

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices shall be MASH compliant.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant

with NCHRP 350, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

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

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

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

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

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

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

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

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

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

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PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

“1032.05 Performance Graded Asphalt Binder. These materials will be accepted according to the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.” The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

- (a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔT_c , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

- (b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.”

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

- (1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μ m)	95 \pm 5
No. 50 (300 μ m)	> 20

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

- (3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: *.SPA, *.SPG, *.IRD, *.IFG, *.CSV, *.SP, *.IRS, *.GAML, *. [0-9], *.IGM, *.ABS, *.DRT, *.SBM, *.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders	
Test	Asphalt Grade
	SM PG 46-28 SM PG 46-34 SM PG 52-28 SM PG 52-34 SM PG 58-22 SM PG 58-28 SM PG 64-22
Small Strain Parameter (AASHTO PP 113) BBR, ΔT_c , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, $\Delta G^* _{peak}$, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

“(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % ^{1/2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface ^{3/}
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % ^{1/ 2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface ^{3/}
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	- -	- -	25
IL-4.75	- -	- -	35

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

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

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

Revised: April 1, 2024

Revise the first paragraph of Article 669.04 of the Standard Specifications to read:

“669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities. The excavated soil and groundwater within the work areas shall be managed as either uncontaminated soil, hazardous waste, special waste, or non-special waste.

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 “Regulated Substances Monitoring Daily Record (RSM DR)”.

Revise the first two sentences of the nineteenth paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall coordinate waste disposal approvals with the disposal facility and provide the specific analytical testing requirements of that facility. The Contractor shall make all arrangements for collection, transportation, and analysis of landfill acceptance testing.”

Revise the last paragraph of Article 669.05 of the Standard Specifications to read:

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.”

Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

“669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or

odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor's option."

Add the following paragraph after the sixth paragraph of Article 669.11 of the Standard Specifications.

"The sampling and testing of effluent water derived from dewatering discharges for priority pollutants volatile organic compounds (VOCs), priority pollutants semi-volatile organic compounds (SVOCs), or priority pollutants metals, will be paid for at the contract unit price per each for VOCS GROUNDWATER ANALYSIS using EPA Method 8260B, SVOCS GROUNDWATER ANALYSIS using EPA Method 8270C, or RCRA METALS GROUNDWATER ANALYSIS using EPA Methods 6010B and 7471A. This price shall include transporting the sample from the job site to the laboratory."

Revise the first sentence of the eight paragraph of Article 669.11 of the Standard Specifications to read:

"Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) to be managed and disposed of, if required and approved by the Engineer, will be paid according to Article 109.04."

CEMENT, FINELY DIVIDED MINERALS, ADMIXTURES; CONCRETE, AND MORTAR (BDE)

Effective: January 1, 2025

Revise the first paragraph of Article 285.05 of the Standard Specifications to read:

“285.05 Fabric Formed Concrete Revetment Mat. The grout shall consist of a mixture of cement, fine aggregate, and water so proportioned and mixed as to provide a pumpable slurry. Fly ash or ground granulated blast furnace (GGBF) slag, and concrete admixtures may be used at the option of the Contractor. The grout shall have an air content of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The mix shall obtain a compressive strength of 2500 psi (17,000 kPa) at 28 days according to Article 1020.09.”

Revise Article 302.02 of the Standard Specifications to read:

“302.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Hydrated Lime	1012.01
(d) By-Product, Hydrated Lime	1012.02
(e) By-Product, Non-Hydrated Lime	1012.03
(f) Lime Slurry	1012.04
(g) Fly Ash	1010
(h) Soil for Soil Modification (Note 1)	1009.01
(i) Bituminous Materials (Note 2)	1032

Note 1. This soil requirement only applies when modifying with lime (slurry or dry).

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250.”

Revise Article 312.07(c) of the Standard Specifications to read:

“(c) Cement1001”

Add Article 312.07(i) of the Standard Specifications to read:

“(i) Ground Granulated Blast Furnace (GGBF) Slag1010”

Revise the first paragraph of Article 312.09 of the Standard Specifications to read:

“312.09 Proportioning and Mix Design. At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials to be used in the work for proportioning and testing.

The mixture shall contain a minimum of 200 lb (120 kg) of cement per cubic yard (cubic meter). Cement may be replaced with fly ash or ground granulated blast furnace (GGBF) slag according to Article 1020.05(c)(1) or 1020.05(c)(2), respectively, however the minimum cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture according to the "Portland Cement Concrete Level III Technician Course" manual. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply, and a Level III PCC Technician shall develop the mix design."

Revise Article 352.02 of the Standard Specifications to read:

"352.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement (Note 1)	1001
(b) Soil for Soil-Cement Base Course	1009.03
(c) Water	1002
(d) Bituminous Materials (Note 2)	1032

Note 1. Bulk cement may be used for the traveling mixing plant method if the equipment for handling, weighing, and spreading the cement is approved by the Engineer.

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250."

Revise Article 404.02 of the Standard Specifications to read:

"404.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.08
(d) Bituminous Material (Tack Coat)	1032.06
(e) Emulsified Asphalts (Note 1) (Note 2)	1032.06
(f) Fiber Modified Joint Sealer	1050.05
(g) Additives (Note 3)	

Note 1. When used for slurry seal, the emulsified asphalt shall be CQS-1h according to Article 1032.06(b).

Note 2. When used for micro-surfacing, the emulsified asphalt shall be CQS-1hP according to Article 1032.06(e).

Note 3. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

Revise the last sentence of the fourth paragraph of Article 404.08 of the Standard Specifications to read:

“When approved by the Engineer, the sealant may be dusted with fine sand, cement, or mineral filler to prevent tracking.”

Revise Note 2 of Article 516.02 of the Standard Specifications to read:

“Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be a 1:1 blend of sand and cement comprised of a Type I, IL, or II cement at 185 lb/cu yd (110 kg/cu m). The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm).”

Revise Note 2 of Article 543.02 of the Standard Specifications to read:

“Note 2. The grout mixture shall be 6.50 hundredweight/cu yd (385 kg/cu m) of cement plus fine aggregate and water. Fly ash or ground granulated blast furnace (GGBF) slag may replace a maximum of 5.25 hundredweight/cu yd (310 kg/cu m) of the cement. The water/cement ratio, according to Article 1020.06, shall not exceed 0.60. An air-entraining admixture shall be used to produce an air content, according to Article 1020.08, of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The Contractor shall have the option to use a water-reducing or high range water-reducing admixture.”

Revise Article 583.01 of the Standard Specifications to read:

“583.01 Description. This work shall consist of placing cement mortar along precast, prestressed concrete bridge deck beams as required for fairing out any unevenness between adjacent deck beams prior to placing of waterproofing membrane and surfacing.”

Revise Article 583.02(a) of the Standard Specifications to read:

“(a) Cement1001”

Revise the first paragraph of Article 583.03 of the Standard Specifications to read:

“583.03 General. This work shall only be performed when the air temperature is 45 °F (7 °C) and rising. The mixture for cement mortar shall consist of three parts sand to one part cement by volume. The amount of water shall be no more than that necessary to produce a workable, plastic mortar.”

Revise Note 2/ in Article 1003.01(b) of the Standard Specifications to read:

“2/ Applies only to sand. Sand exceeding the colorimetric test standard of 11 (Illinois Modified AASHTO T 21) will be checked for mortar making properties according to Illinois Modified ASTM C 87 and shall develop a compressive strength at the age of 14 days when using Type I, IL, or II cement of not less than 95 percent of the comparable standard.

Revise the second sentence of Article 1003.02(e)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise the first sentence of the second paragraph of Article 1003.02(e)(3) of the Standard Specifications to read:

“The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.80 percent or greater.”

Revise the second sentence of Article 1004.02(g)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise Article 1017.01 of the Standard Specifications to read:

“1017.01 Requirements. The mortar shall be high-strength according to ASTM C 387 and shall have a minimum 80.0 percent relative dynamic modulus of elasticity when tested by the Department according to Illinois Modified AASHTO T 161 or AASHTO T 161 when tested by an independent lab. The high-strength mortar shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the high-strength mortar shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the high-strength mortar shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise the fourth sentence of Article 1018.01 of the Standard Specifications to read:

“The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department.”

Revise Article 1019.02 of the Standard Specifications to read:

“1019.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002

- (c) Fine Aggregate for Controlled Low-Strength Material (CLSM) 1003.06
- (d) Fly Ash 1010
- (e) Ground Granulated Blast Furnace (GGBF) Slag..... 1010
- (f) Admixtures (Note 1)

Note 1. The air-entraining admixture may be in powder or liquid form. Prior to approval, a CLSM air-entraining admixture will be evaluated by the Department. The admixture shall be able to meet the air content requirements of Mix 2. The Department will maintain a qualified product list.”

Revise Article 1019.05 of the Standard Specifications to read:

“**1019.05 Department Mix Design.** The Department mix design shall be Mix 1, 2, or 3 and shall be proportioned to yield approximately one cubic yard (cubic meter).

Mix 1	
Cement	50 lb (30 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2900 lb (1720 kg)
Water	50-65 gal (248-322 L)
Air Content	No air is entrained

Mix 2	
Cement	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (173-248 L)
Air Content	15-25 %

Mix 3	
Cement	40 lb (24 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (179-248 L)
Air Content	15-25 %”

Revise Article 1020.04, Table 1, Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise Article 1020.04, Table 1 (Metric), Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise the second paragraph of Article 1020.05(a) of the Standard Specifications to read:

“For a mix design using a portland-pozzolan cement, portland blast-furnace slag cement, portland-limestone cement, or replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the Contractor may submit a mix design with a minimum portland cement content less than 400 lbs/cu yd (237 kg/cu m), but not less than 375 lbs/cu yd (222 kg/cu m), if the mix design is shown to have a minimum relative dynamic modulus of elasticity of 80 percent determined according to AASHTO T 161. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete.”

Revise the first sentence of the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

“Corrosion inhibitors and concrete admixtures shall be according to the qualified product lists.”

Delete the fourth and fifth sentences of the second paragraph of Article 1020.05(b) of the Standard Specifications.

Revise the third sentence of the second paragraph of Article 1020.05(b)(5) of the Standard Specifications to read:

“The qualified product lists of concrete admixtures shall not apply.”

Revise second paragraph of Article 1020.05(b)(10) of the Standard Specifications to read:

“When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m) and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch. Other corrosion inhibitors shall be added per the manufacturer's specifications.”

Delete the third paragraph of Article 1020.05(b)(10) of the Standard Specifications.

Revise Article 1020.15(b)(1)c. of the Standard Specifications to read:

“c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the

minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Testing shall be performed by an independent laboratory accredited by AASHTO as a resource for Portland Cement Concrete. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.”

Revise Article 1021.01 of the Standard Specifications to read:

“1021.01 General. Admixtures shall be furnished in liquid or powder form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer, the date of manufacture, and trade name of the material. Containers shall be readily identifiable as to manufacturer, the date of manufacture, and trade name of the material they contain.

Concrete admixtures shall be on one of the Department's qualified product lists. Unless otherwise noted, admixtures shall have successfully completed and remain current with the AASHTO Product Eval and Audit Concrete Admixture (CADD) testing program. For admixture submittals to the Department; the product brand name, manufacturer name, admixture type or types, an electronic link to the product's technical data sheet, and the NTPEP testing number which contains an electronic link to all test data shall be provided. In addition, a letter shall be submitted certifying that no changes have been made in the formulation of the material since the most current round of tests conducted by AASHTO Product Eval and Audit. After 28 days of testing by AASHTO Product Eval and Audit, air-entraining admixtures may be provisionally approved and used on Departmental projects. For all other admixtures, unless otherwise noted, the time period after which provisionally approved status may be earned is 6 months.

The manufacturer shall include the following in the submittal to the AASHTO Product Eval and Audit CADD testing program: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range established by the manufacturer shall be according to AASHTO M 194. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, 1021.07, and 1021.08, the pH allowable manufacturing range established by the manufacturer shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass) as determined by an appropriate test method. To verify the test result, the Department will use Illinois Modified AASHTO T 260, Procedure A, Method 1.

Prior to final approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.”

Revise Article 1021.03 of the Standard Specifications to read:

“1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.
- (c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).”

Revise Article 1021.05 of the Standard Specifications to read:

“1021.05 Self-Consolidating Admixtures. Self-consolidating admixture systems shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

High range water-reducing admixtures shall be according to AASHTO M 194, Type F.

Viscosity modifying admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.06 of the Standard Specifications to read:

“1021.06 Rheology-Controlling Admixture. Rheology-controlling admixtures shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. Rheology-controlling admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.07 of the Standard Specifications to read:

“1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

(a) Calcium Nitrite. Corrosion inhibitors shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution and shall comply with either the requirements of AASHTO M 194, Type C (accelerating) or the requirements of ASTM C 1582. The corrosion inhibiting performance requirements of ASTM C 1582 shall not apply.

(b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.

For submittals requiring testing according to ASTM M 194, Type C (accelerating), the admixture shall meet the requirements of the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01.

For submittals requiring testing according to ASTM C 1582, a report prepared by an independent laboratory accredited by AASHTO re:source for portland cement concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent accredited lab. All other information in ASTM C 1582 shall be from an independent accredited lab. Test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall instead be submitted directly to the Department.”

Add Article 1021.08 of the Standard Specifications as follows:

“1021.08 Other Specific Performance Admixtures. Other specific performance admixtures shall, at a minimum, be according to AASHTO M 194, Type S (specific performance). The Department also reserves the right to require other testing, as determined by the Engineer, to show evidence of specific performance characteristics.

Initial testing according to AASHTO M 194 may be conducted under the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01, or by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. In either case, test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall also be submitted directly to the Department. The independent accredited lab report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.”

Revise Article 1024.01 of the Standard Specifications to read:

“1024.01 Requirements for Grout. The grout shall be proportioned by dry volume, thoroughly mixed, and shall have a minimum temperature of 50 °F (10 °C). Water shall not exceed the minimum needed for placement and finishing.

Materials for the grout shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.02
(d) Fly Ash	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(f) Concrete Admixtures	1021”

Revise Note 1 of Article 1024.02 of the Standard Specifications to read:

“Note 1. Nonshrink grout shall be according to Illinois Modified ASTM C 1107.

The nonshrink grout shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the grout shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the nonshrink grout shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise Article 1029.02 of the Standard Specifications to read:

“1029.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement.....	1001
(b) Fly Ash	1010
(c) Ground Granulated Blast Furnace (GGBF) Slag	1010
(d) Water.....	1002
(e) Fine Aggregate.....	1003
(f) Concrete Admixtures	1021
(g) Foaming Agent (Note 1)	

Note 1. The manufacturer shall submit infrared spectrophotometer trace and test results indicating the foaming agent meets the requirements of ASTM C 869 in order to be on the Department’s qualified product list. Submitted data/results shall not be more than five years old.”

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

“The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures.”

Revise the first two sections of Check Sheet #11 of the Supplemental Specifications and Recurring Special Provisions to read:

“Description. This work shall consist of filling voids beneath rigid and composite pavements with cement grout.

Materials. Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications:

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fly Ash	1010
(d) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(e) Admixtures	1021
(f) Packaged Rapid Hardening Mortar or Concrete	1018”

Revise the third paragraph of Materials Note 2 of Check Sheet #28 of the Supplemental Specifications and Recurring Special Provisions to read:

“The Department will maintain a qualified product list of synthetic fibers, which will include the minimum required dosage rate. For the minimum required fiber dosage rate based on the Illinois Modified ASTM C 1609 test, a report prepared by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete shall be provided. The report shall show results of tests conducted no more than five years prior to the time of submittal.”

PAVEMENT MARKING INSPECTION (BDE)

Effective: April 1, 2025

Revise the second sentence of the first paragraph of Article 780.13 of the Standard Specifications to read:

“In addition, thermoplastic, preformed plastic, epoxy, preformed thermoplastic, polyurea, and modified urethane pavement markings will be inspected following a winter performance period that extends from November 15 to April 1 of the next year.”

80464

AVAILABLE REPORTS (D1 LR)

Effective: July 1, 2021

☐ No project specific reports were prepared.

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

- ☐ Record structural plans
- ☐ Preliminary Site Investigation (PSI) (IDOT ROW)
- ☐ Preliminary Site Investigation (PSI) (Local ROW)
- ☐ Preliminary Environmental Site Assessment (PESA) (IDOT ROW)
- ☐ Preliminary Environmental Site Assessment (PESA) (Local ROW)
- ☒ Soils/Geotechnical Report
- ☐ Boring Logs
- ☒ Pavement Cores
- ☐ Location Drainage Study (LDS)
- ☐ Hydraulic Report
- ☐ Noise Analysis
- ☐ Other: _____

Those seeking these reports should request access from:

Orion Galey, P.E.
Village Engineer
Christopher B. Burke Engineering, Ltd.
Phone: (847) 823-0500
Email: ogaley@cbbel.com

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VILLAGE CLERK
GRETCHEN S. BOERWINKLE

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PROFESSIONAL DESIGN FIRM NO. 184-001175-0014
EXPIRATION DATE: 04/30/25

GENERAL NOTES

SPECIFICATIONS, STANDARDS, AND SPECIAL PROVISIONS

1. ALL REFERENCES TO STANDARD SPECIFICATIONS IN THESE GENERAL NOTES SHALL BE INTERPRETED TO MEAN THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, JANUARY 1, 2022 AND THE LATEST REVISION OF "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS".
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS; THE LATEST EDITION OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", (IMUTCD; THE "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS", SSTCI), THE "DETAILS" IN THE PLANS AND THE "SPECIAL PROVISIONS, AND IDOT STANDARD DRAWINGS INCLUDED IN THE CONTRACT DOCUMENTS.
3. ALL TRAFFIC CONTROL AND OTHER ADVISORY SIGNS NEEDED FOR CONSTRUCTION ARE TO BE FURNISHED BY THE CONTRACTOR IN ACCORDANCE WITH ARTICLE 107.14 OF THE STANDARD SPECIFICATIONS.
4. THE CONTRACTOR SHALL AT ALL TIMES PROVIDE PROTECTION FOR TRAFFIC AS CALLED FOR IN THE APPLICATION OF TRAFFIC CONTROL DEVICES, THE STANDARD SPECIFICATIONS AND THE PLANS.

UTILITIES

1. PRIOR TO THE START OF THE CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH UTILITY COMPANIES. THE LOCATION OF PUBLIC OR PRIVATE UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND THE VILLAGE OF WILLOWBROOK DOES NOT GUARANTEE THEIR ACCURACY. THE CONTRACTOR WILL BE REQUIRED TO ASCERTAIN THE EXACT LOCATION OF SUCH UTILITIES AND EXERCISE CARE DURING CONSTRUCTION OPERATIONS SO AS NOT TO DAMAGE THEM IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND ARTICLES 107.37, 107.38 AND 107.39 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNERS OF ALL EXISTING UTILITIES SO THAT THEIR FACILITIES MAY BE LOCATED AND ADJUSTED OR MOVED.
2. BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL "JULIE" AT 1-800-892-0123 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE, GAS, WATER, SEWER, AND CABLE TELEVISION FACILITIES. (48 HOURS NOTIFICATION IS REQUIRED.)
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ABOVE AND BELOW GROUND UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER OR THE VILLAGE OF WILLOWBROOK. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. ALL MANHOLES, CATCH BASINS, AND VALVE VAULTS SHALL BE MORTARED WITH HYDRAULIC CEMENT AS SHOWN ON THE DETAILS ON THE INSIDE AND OUTSIDE AT ALL STRUCTURE JOINTS BETWEEN BARREL, CONE, AND FLAT TOP SECTIONS. ADJUSTING RINGS SHALL BE MORTARED ON THE OUTSIDE AROUND JOINTS TO PREVENT INFILTRATION PROVIDING THEY ARE OUTSIDE OF PAVED AREAS.
5. WHENEVER DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DRAINAGE STRUCTURES SUCH THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL UTILITY STRUCTURES SHALL BE FREE FROM DIRT AND DEBRIS. THE WORK SPECIFIED ABOVE WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN COST OF THE CONTRACT.
6. THE CONTRACTOR SHALL CONTACT THE VILLAGE OF WILLOWBROOK TO DETERMINE IF THE VILLAGE WISHES TO SALVAGE THE FRAMES, LIDS, OR GRATES CALLED OUT FOR REPLACEMENT. THE CONTRACTOR WILL BE RESPONSIBLE TO EITHER RETURN THE FRAMES, LIDS, OR GRATES TO PUBLIC WORKS OR DISPOSE OF THEM.
7. ALL MANHOLES, CATCH BASINS, INLETS, AND VALVE VAULTS CALLED FOR TO BE ADJUSTED IN THE PLANS SHALL BE PAID FOR EACH AS "DRAINAGE STRUCTURES TO BE ADJUSTED" OR "FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)".
8. THE LOCATION OF EXISTING DRAINAGE STRUCTURES, STORM SEWERS, WATER MAINS, SANITARY SEWERS, AND ANY OTHER PUBLIC OR PRIVATE UTILITIES AS SHOWN ON THE PLANS IS APPROXIMATE, AND THEIR EXACT LOCATION IS TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT UNIT COST FOR CONSTRUCTION LAYOUT.

PAVING, CURB & GUTTER AND SIDEWALK

1. THE CONTRACTOR SHALL SAW CUT PAVEMENT, CURB & GUTTER, AND SIDEWALK AS INDICATED ON THE PLANS TO SEPARATE THE EXISTING MATERIAL TO BE REMOVED BY MEANS OF AN APPROVED CONCRETE SAW TO A DEPTH AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE COST OF THE ITEM BEING REMOVED.
2. BASE COURSE SHALL NOT BE PLACED ADJACENT TO CURB AND GUTTER UNTIL THE CURB AND GUTTER HAS BEEN PROPERLY CURED AND BACKFILLED TO THE SATISFACTION OF THE ENGINEER.
3. THE CONTRACTOR IS REQUIRED TO PROTECT THE CURB AND GUTTER OR SIDEWALK WITH RUBBER MATS, WOOD BOARDS, GRINDINGS, OR AN APPROVED MATERIAL PER THE ENGINEER TO AVOID ANY DAMAGE TO THE EXISTING CURB AND GUTTER OR SIDEWALK. ANY EXISTING CURB AND GUTTER OR SIDEWALK DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

STRIPING, LANDSCAPING & SIGNING

1. STRIPING SHALL BE IN FURNISHED AND PLACED IN ACCORDANCE WITH SECTION 780 OF THE STANDARD SPECIFICATIONS.
2. THE CONTRACTOR SHALL ADHERE TO LIMITS OF RESTORATION SHOWN. AREAS OUTSIDE THESE LIMITS THAT ARE DAMAGED OR DISTURBED BY THE CONTRACTOR SHALL BE RESTORED BY THE CONTRACTOR AT HIS EXPENSE, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
3. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EXISITNG DECORATIVE LANDSCAPING COMPONETNS ADJACENT TO PROPOSED SIDEWALK OR CURB REPLACEMENTS. ANY DAMAGE TO LANDSCAPING COMPONENTS RESULTING FROM PROPOSED REPLACEMENTS, SHALL BE REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE. LANDSCAPING COMPENTS SHALL INCLUDE BUT IS NOT LIMITED TO, BRICK OR STONE PAVERS, DECORATIVE STONES OR COBBLES, PLANT BEDS, ETC.
4. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR, ENGINEER AND THE VILLAGE OF WILLOWBROOK MAINTENANCE PERSONNEL SHALL INVENTORY THE LOCATION, SIZE, TYPE AND CONDITION OF ALL EXISTING SIGNS, ANY SIGN DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. ANY SIGN DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH PROPER SIZE AND RETROREFLECTIVITY PER THE MUTCD.

MISCELLANEOUS

1. DIMENSIONS: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION. THIS INCLUDES VERIFYING ALL PIPE SIZES FOR PROPOSED STRUCTURES.
2. PAY ITEMS IN THE SUMMARY OF QUANTITIES HAVE BEEN ESTIMATED. IF, IN THE ENGINEER'S OPINION, THE WORK IS NOT REQUIRED, THE ITEM WILL BE DEDUCTED FROM THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
3. ALL REMOVAL OR EXCAVATION ITEMS BEING DISPOSED OF AT AN UNCONTAMINATED SOIL FILL OPERATION OR CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) FILL SITE SHALL MEET THE REQUIREMENTS OF PUBLIC ACT 96-1416. ALL COSTS ASSOCIATED WITH MEETING THESE REQUIREMENTS SHALL BE INCLUDED IN THE UNIT PRICE COST FOR THE ASSOCIATED REMOVAL OR EXCAVATION ITEMS IN THE CONTRACT. THESE COSTS SHALL INCLUDE BUT ARE NOT LIMITED TO ALL REQUIRED TESTING, LAB ANALYSIS, CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER, AND STATE OR LOCAL TIPPING FEES.
4. THE CONTRACTOR SHALL MAINTAIN EXISTING DRIVEWAY ACCESS AND PEDESTRIAN ACCESS TO ABUTTING PROPERTY AS MUCH AS POSSIBLE.
5. THE CONTRACTOR WILL BE REQUIRED TO COMPLY WITH ALL STATE REGULATIONS REGARDING AIR, WATER, AND NOISE POLLUTION. THE CONTRACTOR IS PROHIBITED FROM BURNING ANY MATERIAL WITHIN OR ADJACENT TO THE IMPROVEMENT.
6. THE CONTRACTOR WILL BE REQUIRED TO TEMPORARILY RESET ALL EXISTING MAILBOXES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS, AND AFTER COMPLETION OF ROADWAY CONSTRUCTION, TO SET THEM IN THEIR PERMANENT LOCATIONS AS DIRECTED BY THE ENGINEER. THIS WORK SHALL BE IN CONFORMANCE WITH ARTICLE 107.20 OF THE STANDARD SPECIFICATIONS, AND THE COST SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT.

SUMMARY OF QUANTITIES

	ITEM	DESCRIPTION	UNIT	TOTAL
	1	TREE ROOT PRUNING	EACH	14
	2	BITUMINOUS MATERIALS (TACK COAT)	POUND	2032
	3	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	181
	4	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N50	TON	372
	5	DETECTABLE WARNINGS	SQ FT	48
	6	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	4299
	7	DRIVEWAY PAVEMENT REMOVAL	SQ YD	301
	8	COMBINATION CURB AND GUTTER REMOVAL	FOOT	625
	9	SIDEWALK REMOVAL	SQ FT	1443
	10	JOINT OR CRACK FILLING	POUND	13000
	11	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	FOOT	625
	12	MOBILIZATION	L SUM	1
	13	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	309
	14	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	11350
	15	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	3137
	16	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	3789
	17	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	355
	18	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	10160
*	19	LANDSCAPING (SPECIAL)	L SUM	1
*	20	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH, SPECIAL	SQ YD	301
*	21	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT	1455
*	22	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH, SPECIAL	SQ FT	116
*	23	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	1
*	24	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1
*	25	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	7
*	26	CLASS D PATCHES, TYPE IV, 4 INCH (SPECIAL)	SQ YD	50
*	27	CLASS D PATHCES, TYPE IV, 2 INCH	SQ YD	2745
* INDICATES ITEM WITH A SPECIAL PROVISION				

HOT-MIX ASPHALT MIXTURE REQUIREMENTS		
MIXTURE TYPE	VOIDS	QMP
RESURFACING		
HOT-MIX ASPHALT SURFACE COURSE, IL 9.5, MIX "D", N50 - 1.5"	4.0% @ 50 GYR.	LR 1030 - 2
POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50 - 0.75"	3.5% @ 50 GYR.	LR 1030 - 2
PATCHING		
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70 - 4.0"	4.0% @ 70 GYR.	LR 1030 - 2

NOTES:

1. THE UNIT WEIGHT USED TO CALCULATE ALL HOT-MIX ASPHALT SURFACE MIXTURE IS 112 LBS/SY/IN.

CORE DETAILS

CORE NUMBER	CORE LOCATIONS	TOTAL ASPHALT THICKNESS	SURFACE THICKNESS	BINDER THICKNESS	SUBBASE THICKNESS
C-1	BENTWOOD LANE	5.9"	4.6"	1.5"	7.0"
C-2	HIDDEN BROOK LANE	4.9"	3.7"	1.3"	7.0"
C-3	MEADOW LANE	5.0"	3.9"	1.2"	7.0"

				DSGN.	OCG	TITLE: 2025 MFT/RBI PROJECT GENERAL NOTES AND SUMMARY OF QUANTITIES	PROJ. NO. 240679
				DWN.	VCT		DATE: 6/16/2025
				CHKD.	OCG		SHEET 2 OF 10
				SCALE:	40'		DRAWING NO.
				PLOT DATE:	6/16/2025		NOT_01
				CAD USER:	vtural		
				MODEL:	Default		
NO.	DATE	NATURE OF REVISION		CHKD.			
FILE NAME		N:\WILLOWBROOK\240679\Civil\NOT_240679.SHT					



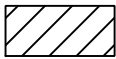
CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:



VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, IL 60527
630-323-8215

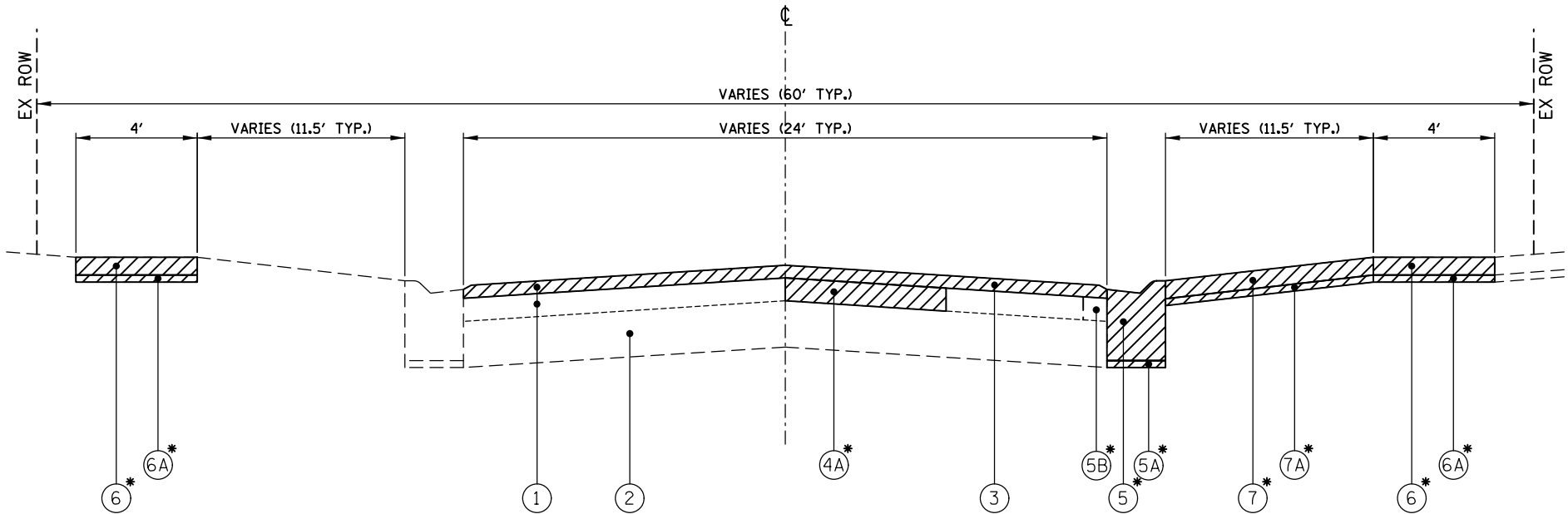
LEGEND



REMOVAL ITEMS

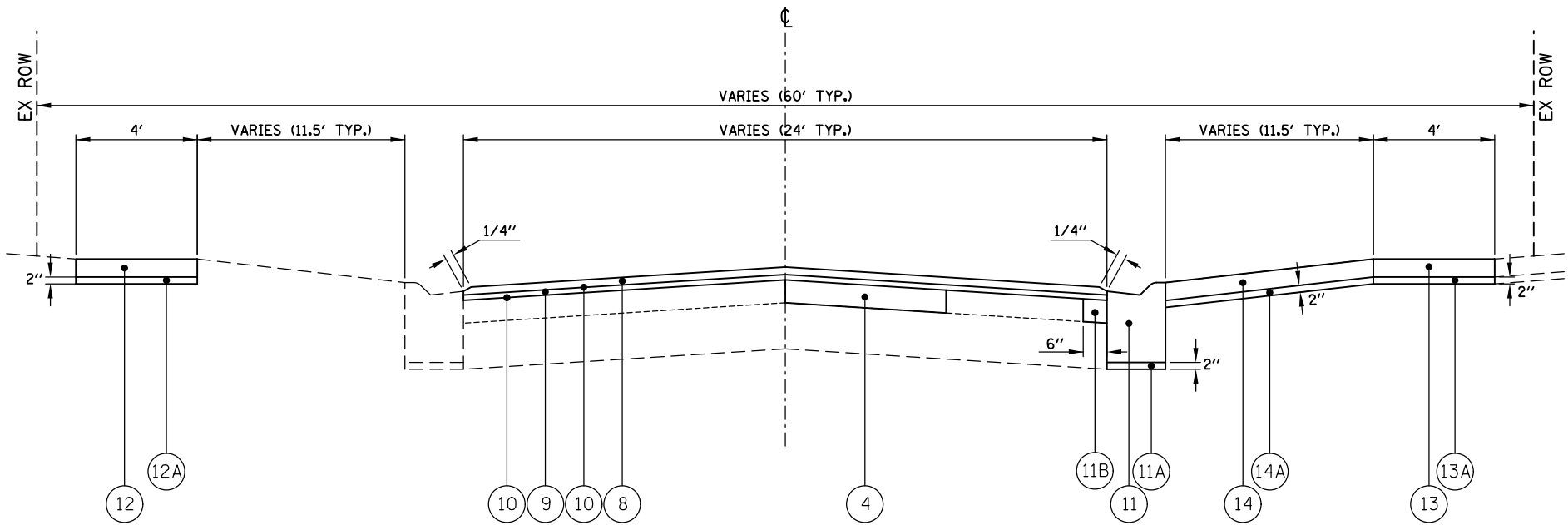
- 1 EXISTING HOT-MIX ASPHALT PAVEMENT (5.0" TO 6.1")
SEE CORE DETAILS
- 2 EXISTING AGGREGATE BASE COURSE (7.0")
SEE CORE DETAILS
- 3 HOT-MIX ASPHALT SURFACE REMOVAL, 2" (44000158)
- 4* CLASS D PATCHES, 4 INCH (SPECIAL) (N/A)
- 4A PAVEMENT REMOVAL - 2.8" TO 3.9" SEE CORES
(INCIDENTAL TO ITEM)
- 5* EXISTING COMBINATION CURB AND GUTTER
REMOVAL (44000500)
- 5A* REMOVAL AND DISPOSAL OF UNSUITABLE
MATERIALS (INCIDENTAL TO ITEM)
- 5B PAVEMENT REMOVAL ADJACENT TO CURB
REMOVAL (INCIDENTAL TO ITEM)
- 6* EXISTING SIDEWALK REMOVAL (44000600)
- 6A* REMOVAL AND DISPOSAL OF UNSUITABLE
MATERIALS (INCIDENTAL TO ITEM)
- 7* DRIVEWAY PAVEMENT REMOVAL (44000200)
- 7A* REMOVAL AND DISPOSAL OF UNSUITABLE
MATERIALS (INCIDENTAL TO ITEM)
- 8 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,
MIX "D", N50 - 1.5" (40604060)
- 9 POLYMERIZED HOT-MIX ASPHALT BINDER COURSE,
IL-4.75, N50 - 0.75" (40603200)
- 10 BITUMINOUS MATERIALS (TACK COAT) (40600290)
- 11* COMBINATION CONCRETE CURB AND GUTTER,
TYPE M-2.12 (60608300)
- 11A* AGGREGATE SUBBASE, 2 INCH (INCIDENTAL
TO CURB)
- 11B* FILL CURB GAP WITH CONCRETE
(INCIDENTAL TO CURB)
- 12* PORTLAND CEMENT CONCRETE SIDEWALK,
5 INCH (SPECIAL) (N/A)
- 13* PORTLAND CEMENT CONCRETE SIDEWALK,
7 INCH (SPECIAL) (N/A)
- 13A* AGGREGATE SUBBASE, 2 INCH (INCIDENTAL
TO SIDEWALK)
- 14* PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT,
7 INCH (SPECIAL) (N/A)
- 14A* AGGREGATE SUBBASE, 2 INCH (INCIDENTAL
TO DRIVEWAY)

* AT LOCATIONS DETERMINED BY ENGINEER



EXISTING TYPICAL SECTION

BENTWOOD LANE - VARIOUS
HIDDENBROOK LANE - VARIOUS
MEADOW LANE - VARIOUS
N. T. S.



PROPOSED TYPICAL SECTION

BENTWOOD LANE - VARIOUS
HIDDENBROOK LANE - VARIOUS
MEADOW LANE - VARIOUS
N. T. S.



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

CLIENT:



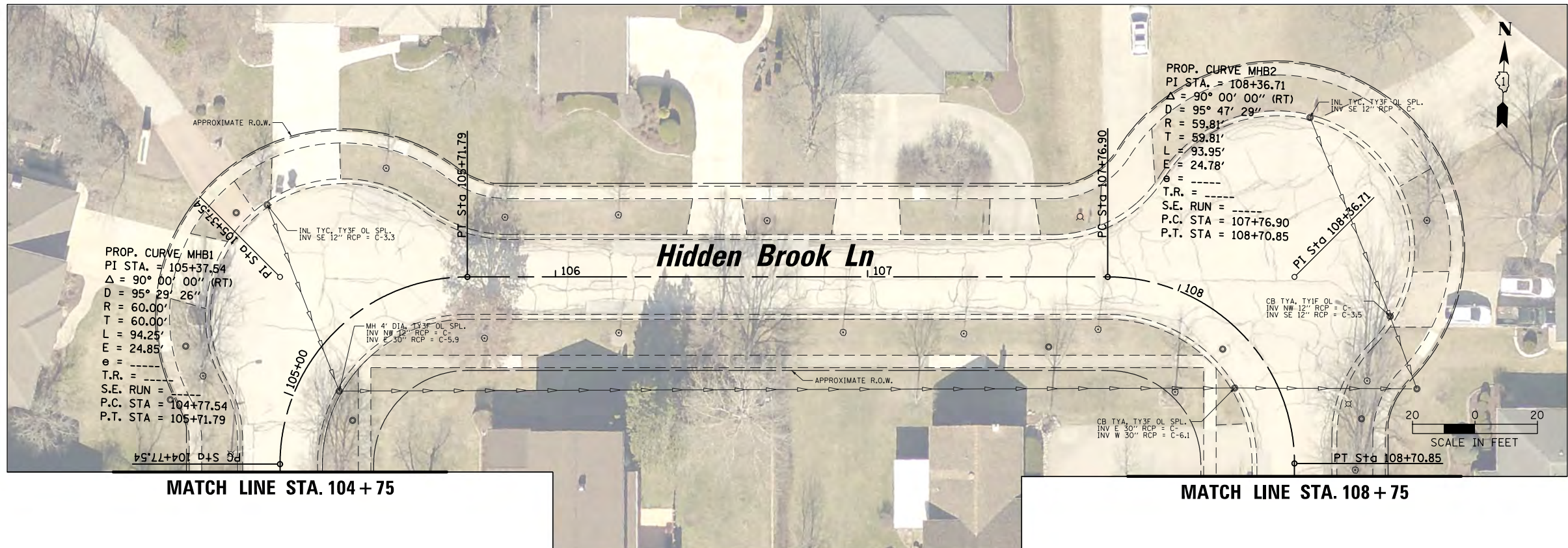
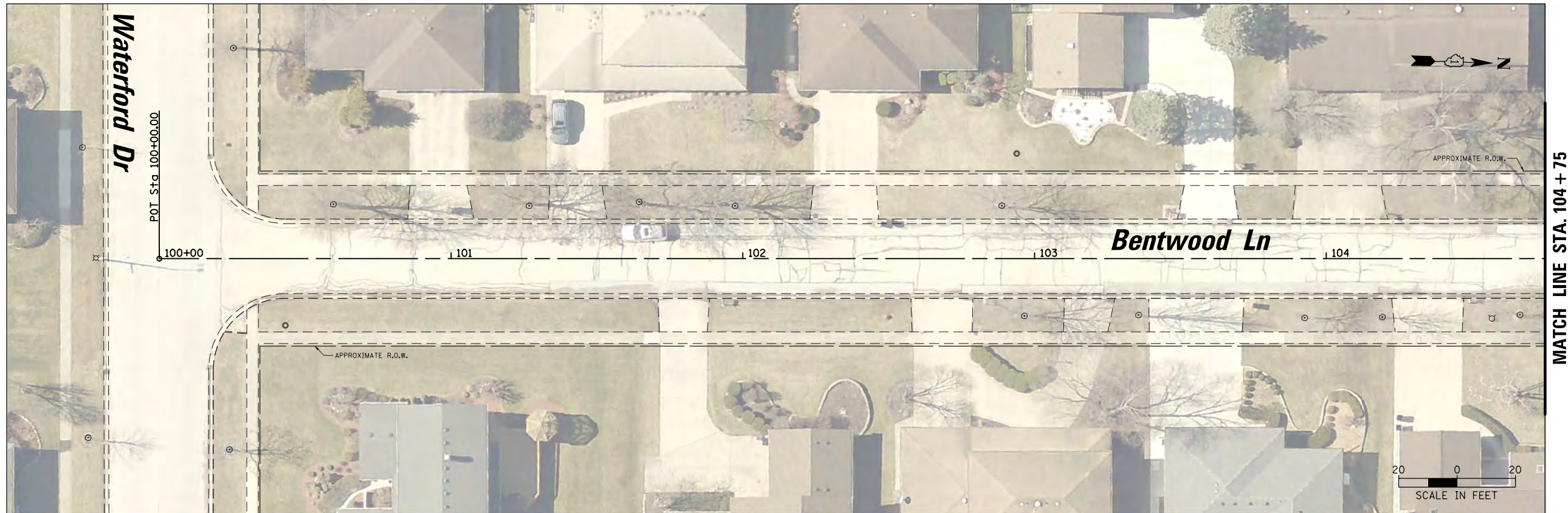
VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, IL 60527
630-323-8215

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
1	6/16/2025	ISSUED FOR PERMIT	vtursi	Default
2				
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TITLE:

**2025 MFT/RBI PROJECT
TYPICAL SECTIONS**

PROJ. NO. 240679
DATE: 6/16/2025
SHEET 3 OF 10
DRAWING NO.
TYP_01



CHRISTOPHER B. BURKE ENGINEERING, LTD.
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Rosemont, Illinois 60018
(847) 823-0500

CLIENT:



VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, IL 60527
630-323-8215

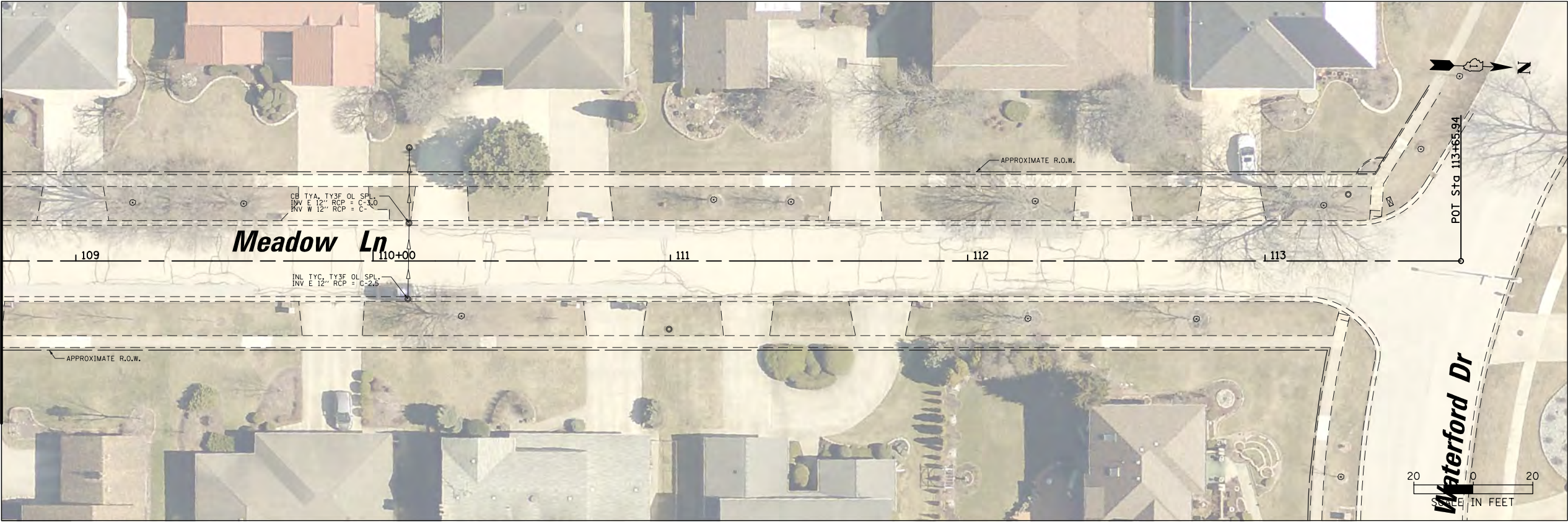
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
1	6/16/2025	Initial Design		
2	6/16/2025	Revised Design		
3	6/16/2025	Final Design		
4	6/16/2025	As-Built		
5	6/16/2025	Final As-Built		
6	6/16/2025	Final As-Built		
7	6/16/2025	Final As-Built		
8	6/16/2025	Final As-Built		
9	6/16/2025	Final As-Built		
10	6/16/2025	Final As-Built		

TITLE:

**2025 MFT/RBI PROJECT
ALIGNMENT, TIES AND BENCHMARKS
BENTWOOD LN & HIDDEN BROOK LN**

PROJ. NO. 240679
DATE: 6/16/2025
SHEET 4 OF 10
DRAWING NO.
BNH_01

MATCH LINE STA. 108 + 75



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Rosemont, Illinois 60018
(847) 823-0500

CLIENT:



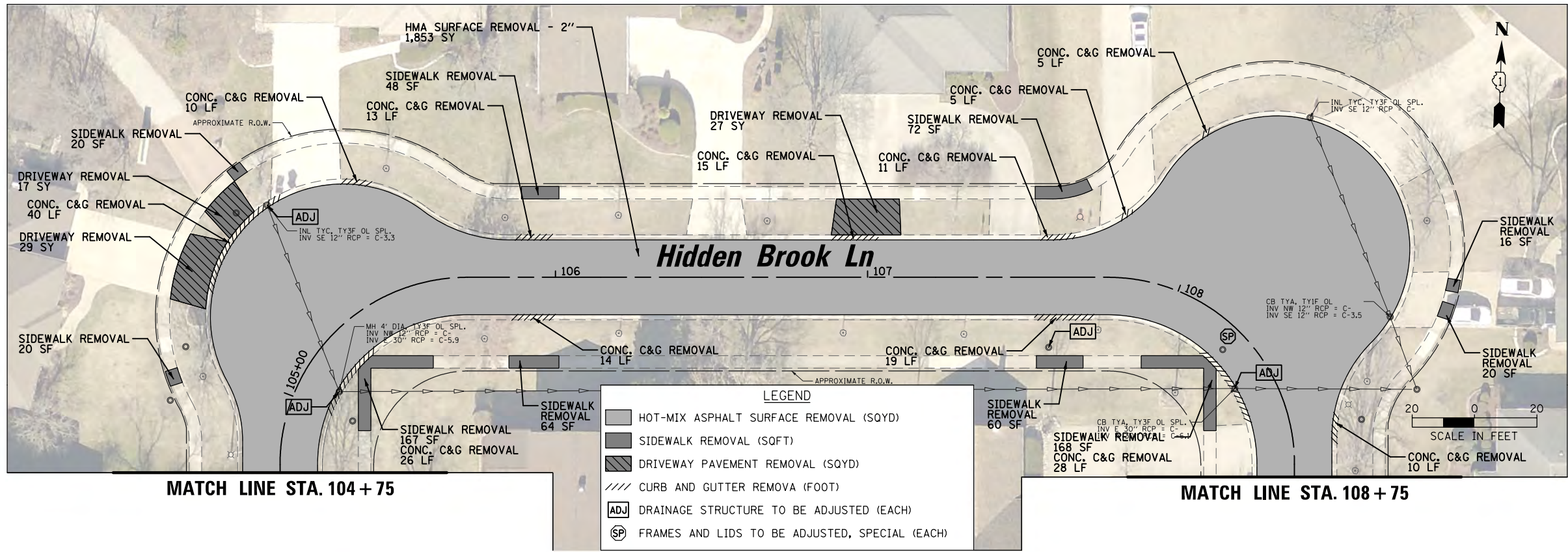
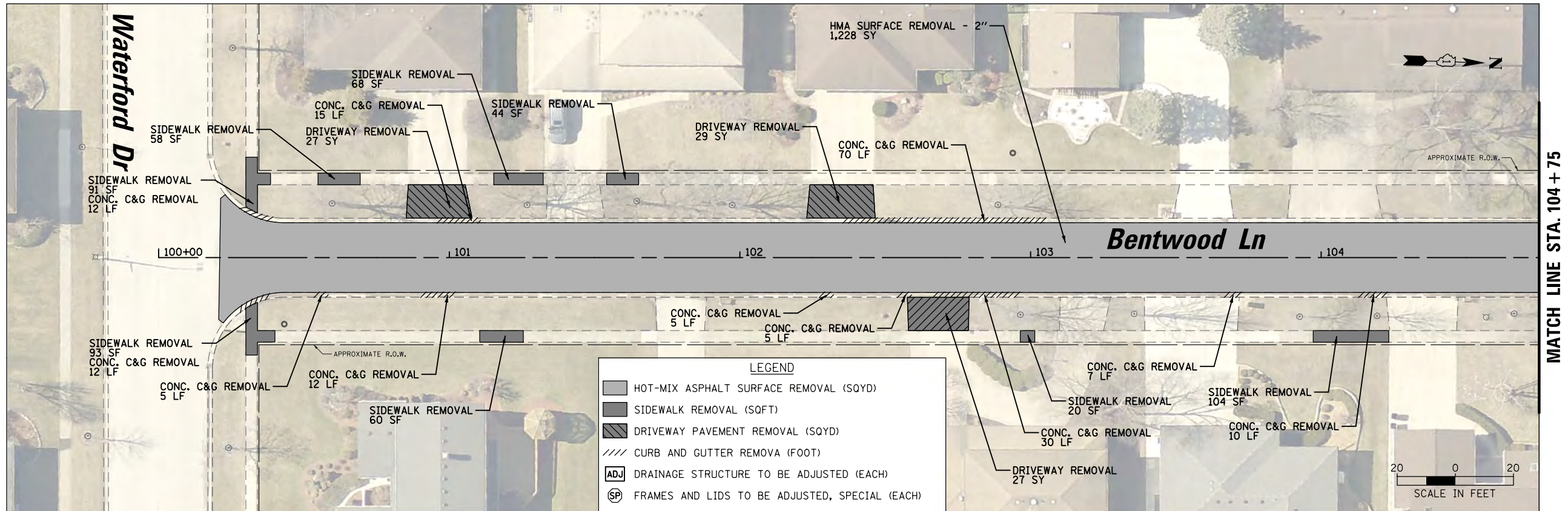
VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, IL 60527
630-323-8215

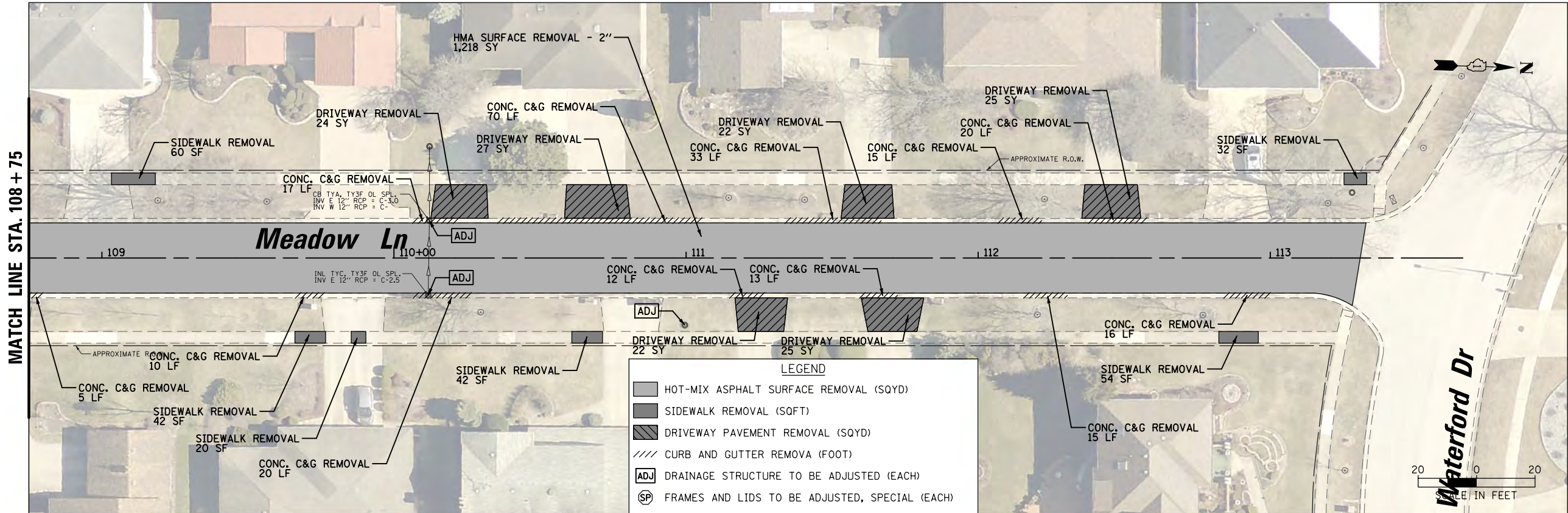
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DSGN.	OCG
					DWN.	VCT
					CHKD.	OCG
					SCALE	40'
					PLOT DATE	6/16/2025
					CAD USER	vtursi
						Default
FILE NAME: N:\WILLOWBROOK\240679\Civil\BNH2_240679.SHT						

TITLE:

**2025 MFT/RBI PROJECT
ALIGNMENT, TIES AND BENCHMARKS
MEADOW LN**

PROJ. NO. 240679
DATE: 6/16/2025
SHEET 5 OF 10
DRAWING NO.
BNH_02





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

CLIENT:



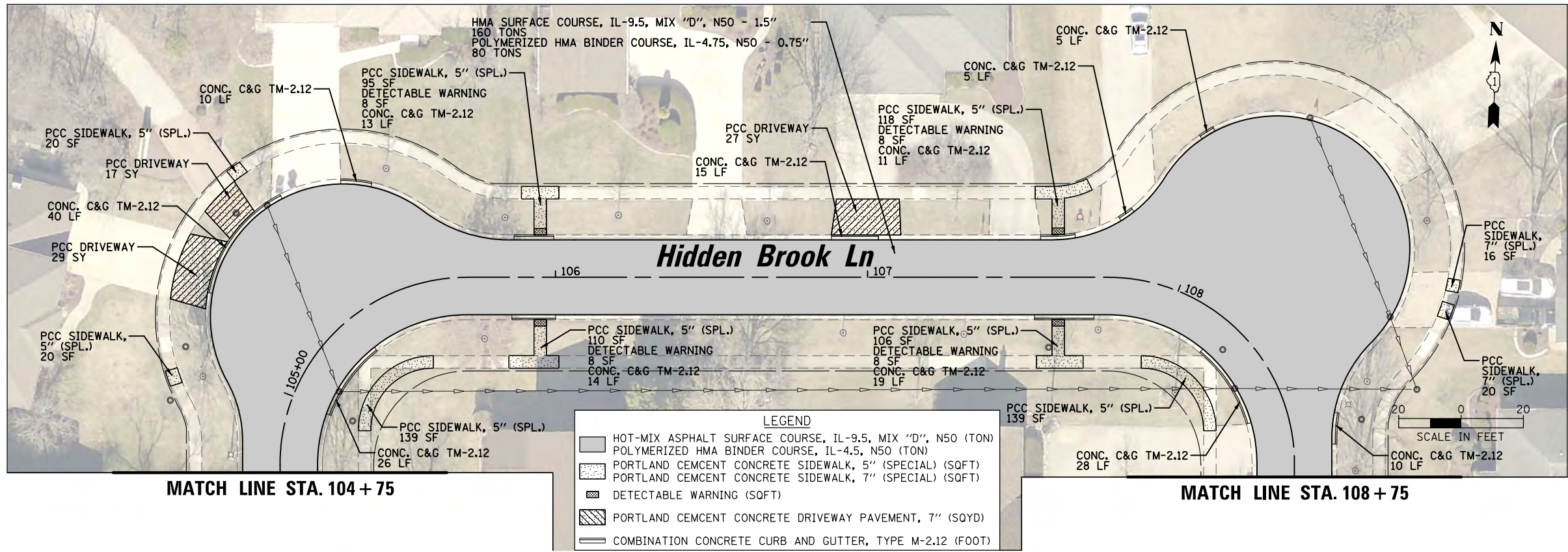
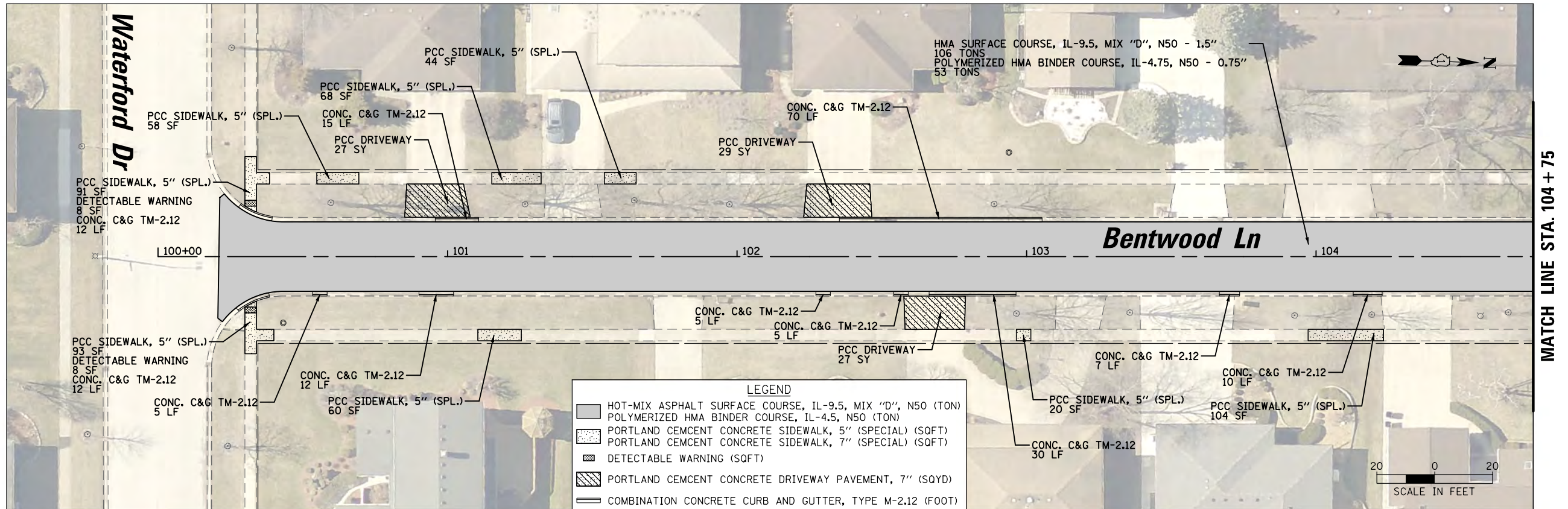
VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, IL 60527
630-323-8215

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	DSGN.	OCG
					DWN.	VCT
					CHKD.	OCG
					SCALE	40'
					PLOT DATE	6/16/2025
					CAD USER	vtursi
					MODEL	Default
FILE NAME: N:\WILLOWBROOK\240679\Civil\REM2.240679.SHT						

TITLE:

**2025 MFT/RBI PROJECT
EXISTING CONDITIONS & REMOVAL PLAN
MEADOW LN**

PROJ. NO. 240679
DATE: 6/16/2025
SHEET 7 OF 10
DRAWING NO.
REM_02



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

CLIENT:



VILLAGE OF WILLOWBROOK
 835 MIDWAY DRIVE
 WILLOWBROOK, IL 60527
 630-323-8215

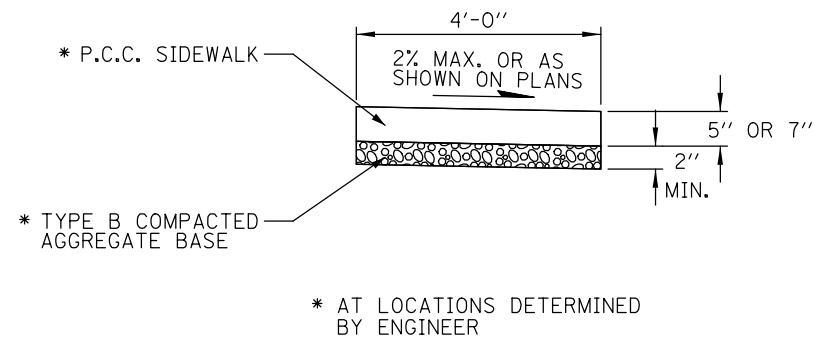
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
FILE NAME	N:\WILLOWBROOK\240679\Civil\PLN\240679.SHT			

DSGN.	OCG
DWN.	VCT
CHKD.	OCG
SCALE	40'
PLOT DATE	6/16/2025
CAD USER	vtursi
MODEL	Default

TITLE:

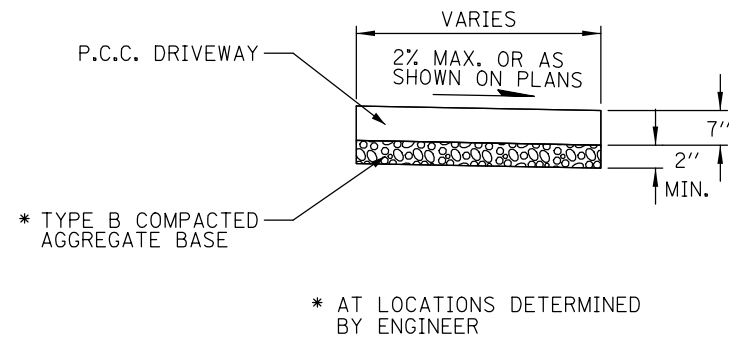
**2025 MFT/RBI PROJECT
 PROPOSED PLAN
 BENTWOOD LN & HIDDEN BROOK LN**

PROJ. NO. 240679
 DATE: 6/16/2025
 SHEET 8 OF 10
 DRAWING NO.
 PLN_01



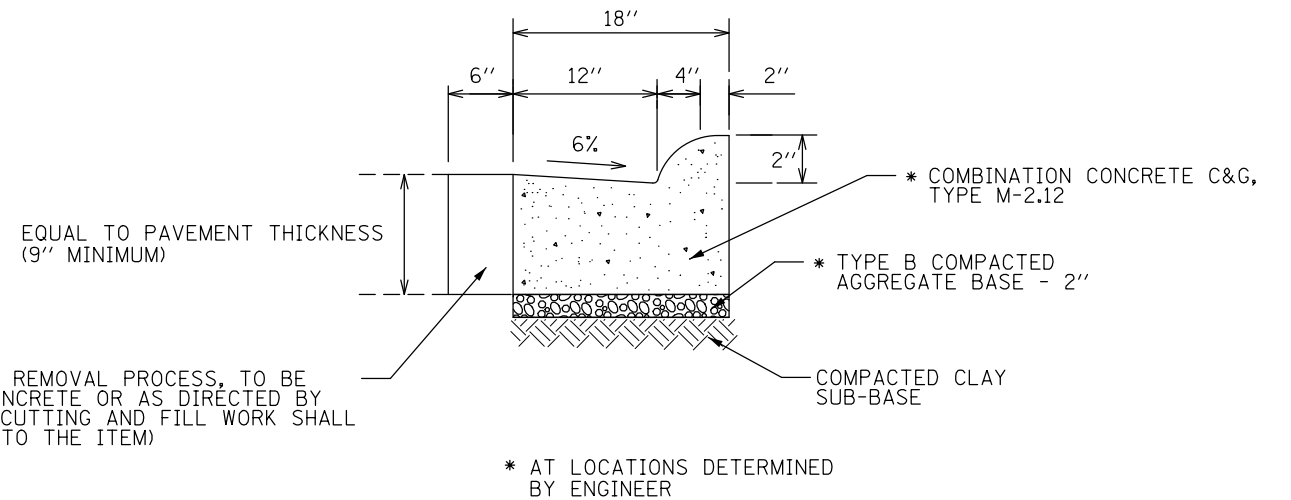
ALL REQUIRED EARTH EXCAVATION AND TYPE B COMPACTED AGGREGATE BASE REQUIRED TO CONSTRUCT P.C.C. SIDEWALK SHALL BE INCIDENTAL TO THE P.C.C. SIDEWALK 5 INCH (SPECIAL) AND P.C.C. SIDEWALK 7 INCH (SPECIAL) ITEMS

P.C.C. SIDEWALK 5 INCH (SPECIAL) – MIDBLOCK LOCATIONS
P.C.C. SIDEWALK 7 INCH (SPECIAL) – DRIVEWAY LOCATIONS



ALL REQUIRED EARTH EXCAVATION AND TYPE B COMPACTED AGGREGATE BASE REQUIRED TO CONSTRUCT P.C.C. DRIVEWAY 7 INCH (SPECIAL) SHALL BE INCIDENTAL TO THE ITEM

P.C.C. DRIVEWAY 7 INCH (SPECIAL)



COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12



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Rosemont, Illinois 60018
(847) 823-0500

CLIENT:



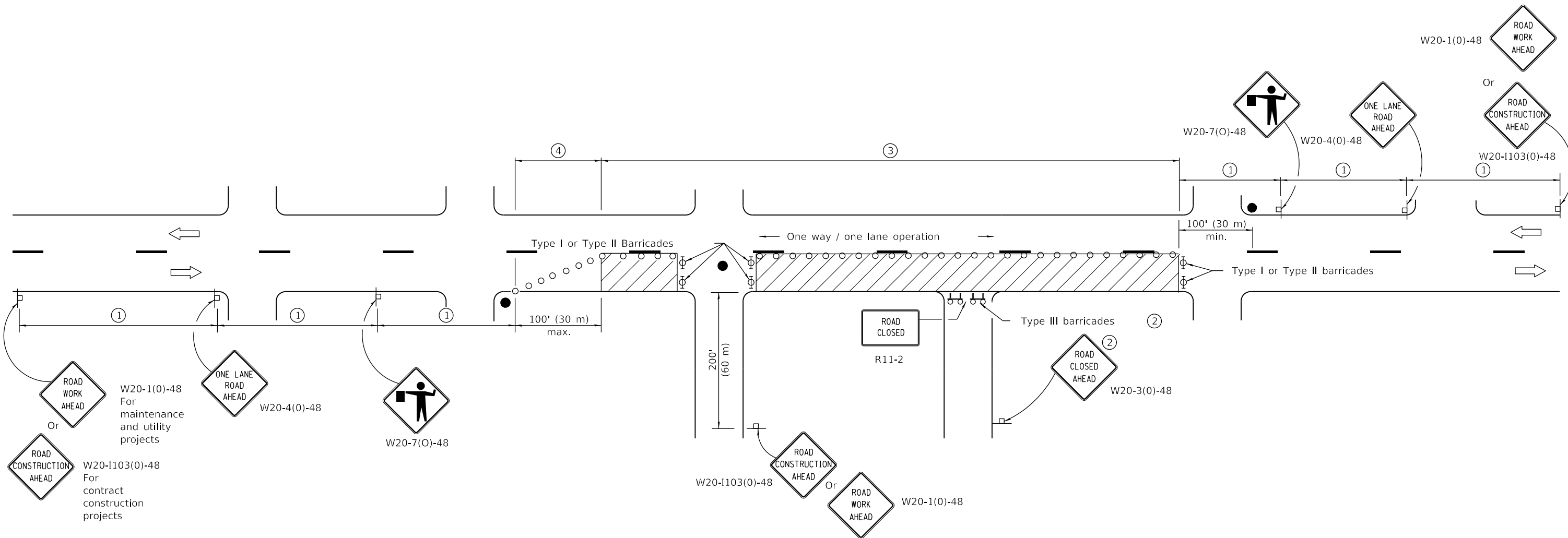
VILLAGE OF WILLOWBROOK
835 MIDWAY DRIVE
WILLOWBROOK, IL 60527
630-323-8215

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	Default
FILE NAME	N:\WILLOWBROOK\240679\Civil\DET_240679.SHT				

TITLE:







**2025 MFT/RBI PROJECT
CONSTRUCTION DETAILS**

PROJ. NO. 240679
DATE: 6/16/2025
SHEET 10 OF 10
DRAWING NO.
DET_01



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

-  Work area
-  Cone, drum or barricade (not required for moving operations)
-  Sign on portable or permanent support
-  Flagger with traffic control sign
-  Barricade or drum with flashing light
-  Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

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

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

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

STANDARD 701501-06

Illinois Department of Transportation

PASSED January 1, 2011
ENGINEER OF SAFETY ENGINEERING

APPROVED January 1, 2011
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



GENERAL NOTES

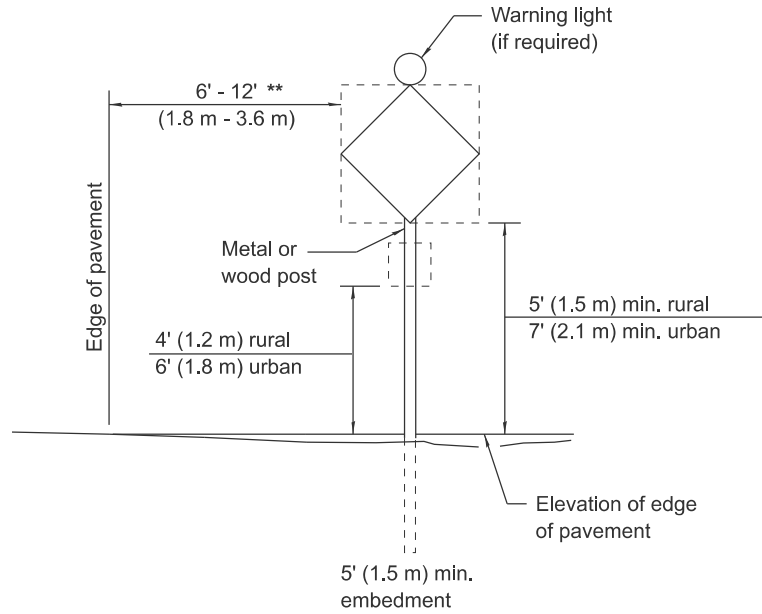
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-25	Updated Temporary Rumble
	Strip Detail (sht. 3).
1-1-24	Revised Type III Barricade notes
	(sht. 3) & moved warning light on
	post mounted signs to top center.

TRAFFIC CONTROL DEVICES

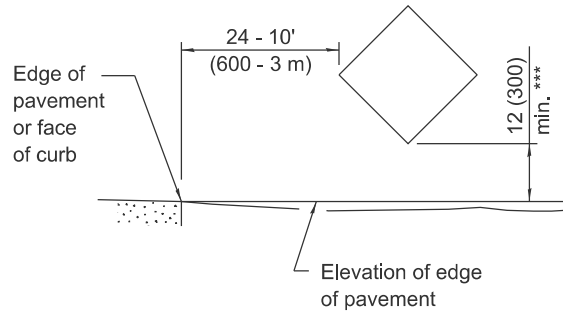
(Sheet 1 of 3)

STANDARD 701901-10



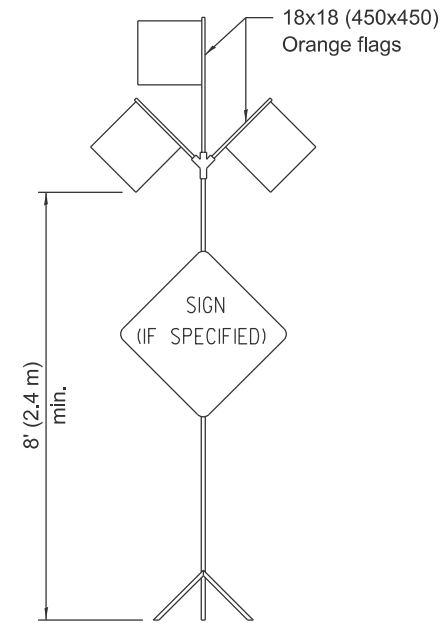
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

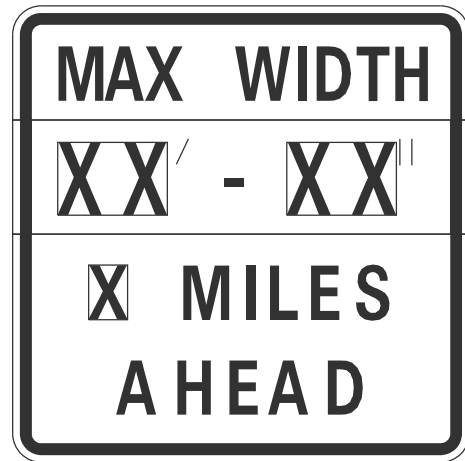


SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



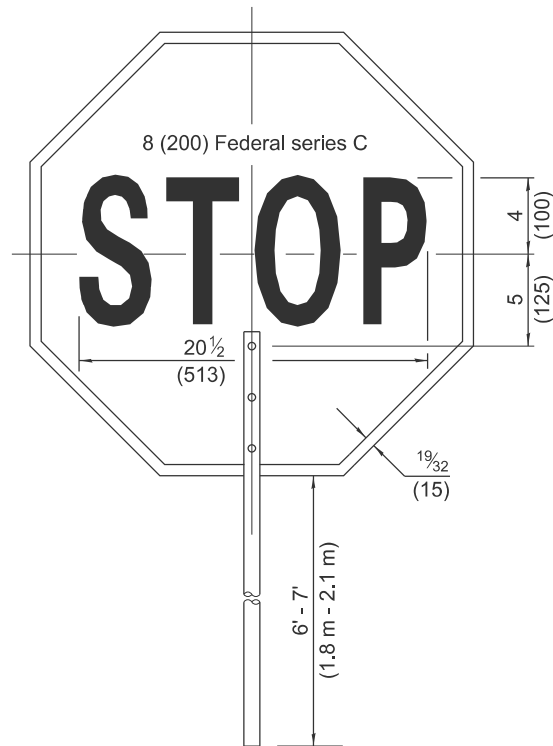
HIGH LEVEL WARNING DEVICE



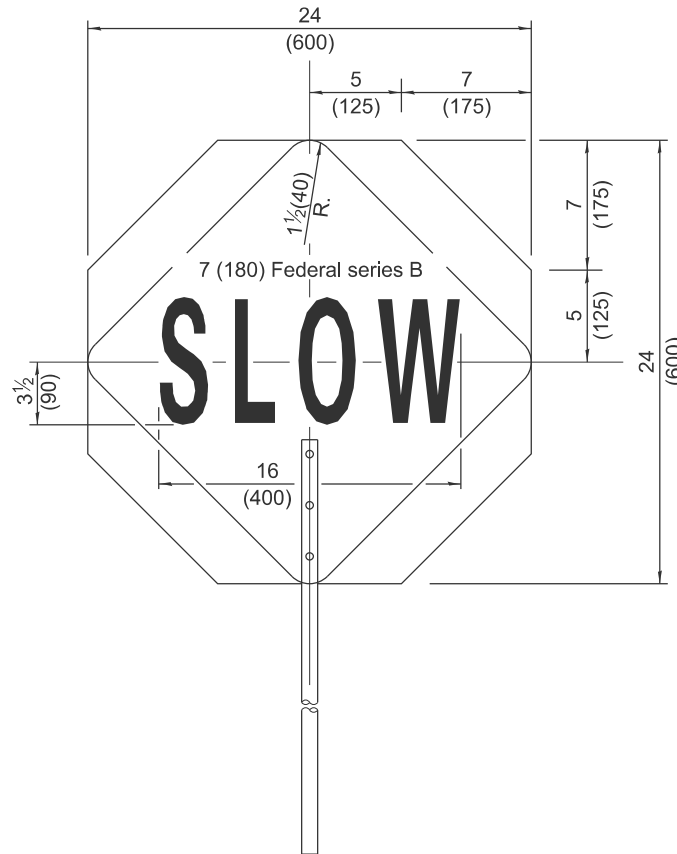
W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE



REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

ROAD
CONSTRUCTION
NEXT X MILES

G20-I104(0)-6036

END
CONSTRUCTION

G20-I105(0)-6024

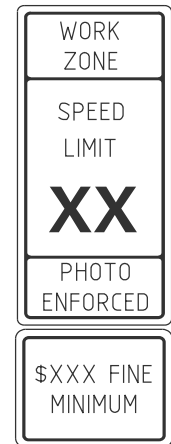
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

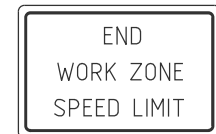
END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



Sign assembly as shown on Standards or as allowed by District Operations.



G20-I103-6036

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

**** R10-I108p shall only be used along roadways under the jurisdiction of the State.

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-10

Illinois Department of Transportation

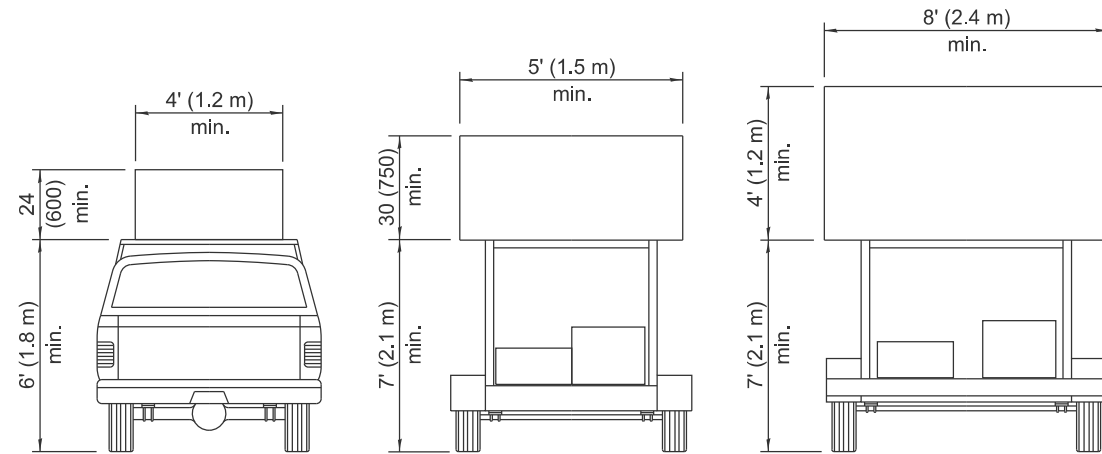
APPROVED January 1, 2025

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2025

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

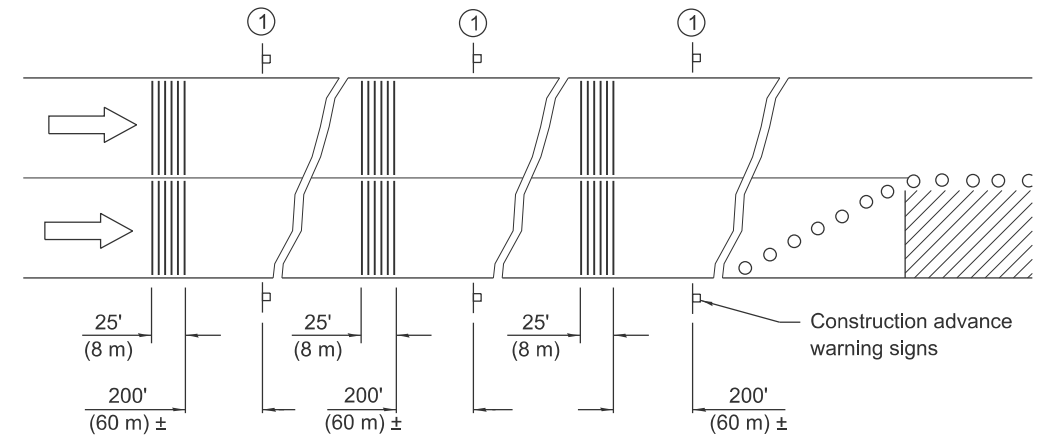


**TYPE A
ROOF
MOUNTED**

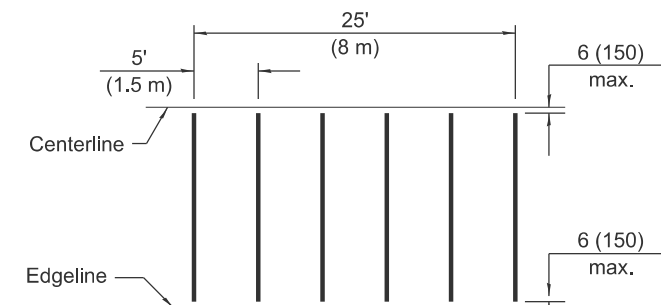
**TYPE B
ROOF OR TRAILER
MOUNTED**

**TYPE C
TRAILER
MOUNTED**

ARROW BOARDS

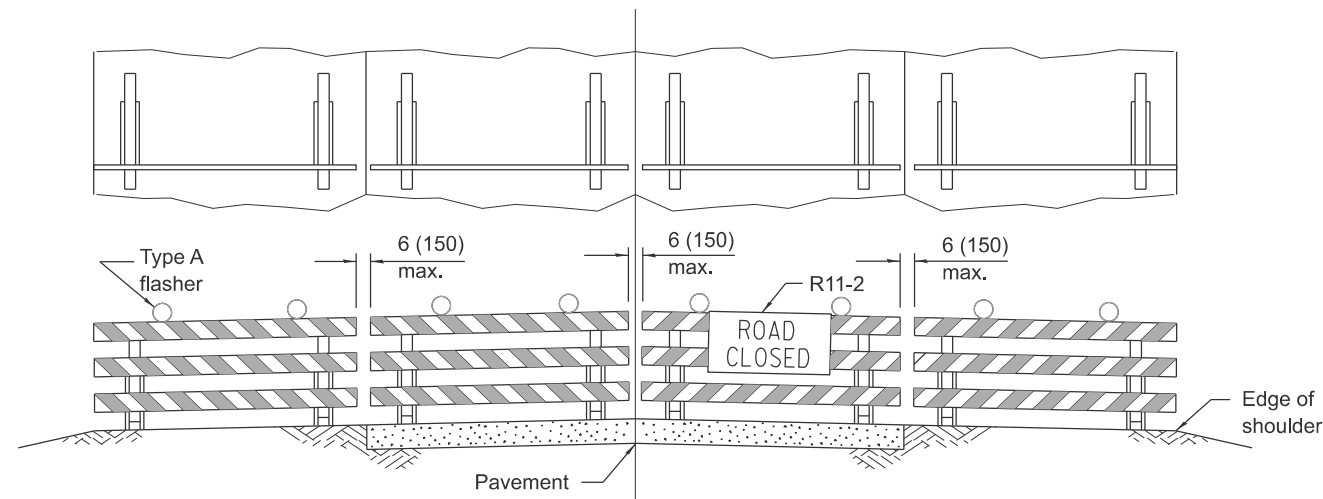


① This sign shall be omitted when median width is less than 10' (3 m).



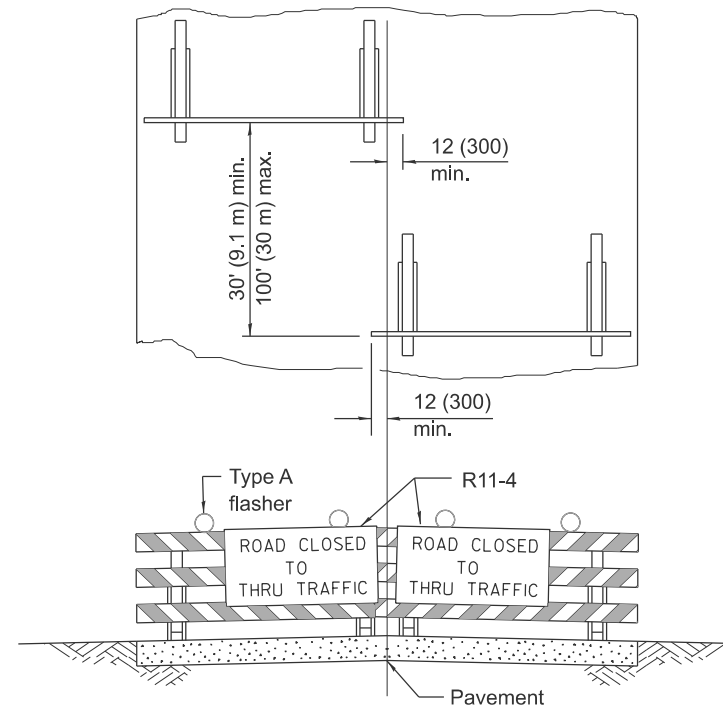
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades.



ROAD CLOSED TO THRU TRAFFIC

Reflectorized striping shall appear on both sides of the barricades.

**TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD**

If a Type III barricade with an attached sign panel which meets NCHRP 350 or MASH is not available, the sign may be mounted on an NCHRP 350 or MASH temporary sign support directly in front of the barricade.

DuPage County Prevailing Wage Rates posted on 5/19/2025

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	39.30
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	All	BLD		39.35	42.15	1.5	1.5	2.0	2.0	14.65	24.59	3.20	0.83	0.00	14.32	28.62
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	All	BLD		47.16	51.41	1.5	1.5	2.0	2.0	14.65	28.19	7.36	1.20		18.39	36.76
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	NE	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00

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MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		52.00	55.12	1.5	1.5	2.0	2.0	12.70	24.23	0.00	1.18	0.00	4.22	8.43
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00

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SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCK POINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

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

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

EXPLANATION OF CLASSES

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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 Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

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),

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pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

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

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Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

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.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 5.f.

DATE: September 8, 2025

SUBJECT:

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

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Lauren Kaspar, Chief of Police

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is seeking approval of an ordinance authorizing the sale, disposal, or trade in of a surplus Police Department vehicle owned by the Village of Willowbrook.

BACKGROUND/SUMMARY

In February 2025, the Village Board approved the purchase of two new Public Works vehicles and three new Police Department vehicles to replace current vehicles which are at the end of their life cycle. With the arrival of the newly purchased vehicles, staff is seeking to declare surplus the decommissioned vehicle below:

POLICE VEHICLES	VIN	Year	Mileage
CSO Vehicle – Ford Taurus	1FAHP2D83FG159515	2015	104,588

FINANCIAL IMPACT

All funds received from the surplus will be deposited into the General Fund.

RECOMMENDED ACTION:

Adopt the ordinance.

ORDINANCE NO. 25-O-_____

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

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

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

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

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

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

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

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

PASSED and APPROVED this 8th day of September, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

SURPLUS PERSONAL PROPERTY

POLICE VEHICLES	VIN	Year	Mileage
CSO Vehicle – Ford Taurus	1FAHP2D83FG159515	2015	104,588



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 6.

DATE: September 8, 2025

SUBJECT:

A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS STATE POLICE FOR THE FOID ENFORCEMENT GRANT PROGRAM

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Lauren Kaspar, Chief of Police

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

This agreement will authorize the Willowbrook Chief of Police to continue a partnership with the Illinois State Police (ISP) to join the already existing Violent Crime Intelligence Task Force. This partnership will authorize the Police Department to share critical intelligence and develop a partnership to reduce and prevent illegal possession and use of firearms, solve firearm-related crimes, and otherwise reduce violent crimes.

BACKGROUND/SUMMARY

The Violent Crime Intelligence Task Force was established to assist in enforcing the Firearms Owner Identification (FOID) Card Act, the Firearms Concealed Carry Act, the Firearms Dealer License Certification Act, and Article 24 of the Criminal Code of 2012.

The ISP provides special agents as needed to partner with local jurisdictions to enforce these acts. They provide intelligence sharing for potential violations and support for local efforts to address enforcement of these acts. The ISP also annually provides grants to help agencies address the additional personnel costs accrued to enforce these acts. Much of the work to be done in Willowbrook will be to establish procedures, address violations and identify violators of these acts to gain compliance and enhance public safety. In the past, the Village has worked with ISP to notify residents who are in violation of their FOID card being revoked. This request from staff has nothing to do with the Protect Illinois Communities Act, which regulates assault weapons.

The Willowbrook Police Department has applied for \$6,941.00 in grant money to cover additional personnel costs, including overtime, associated with participation in this task force.

FINANCIAL IMPACT

All personnel expenses are reimbursable through this program. The Police Department does not intend to exceed the reimbursement amount.



RECOMMENDED ACTION:

Adopt the resolution to approve the Intergovernmental Grant Agreement with the Illinois State Police.

RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING THE
EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS STATE
POLICE FOR THE FOID ENFORCEMENT GRANT PROGRAM**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Village of Willowbrook (“Village”) and the Illinois State Police, on behalf of the State of Illinois, are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into intergovernmental agreements; and

WHEREAS, the Village of Willowbrook has determined that it is in the best interest of the residents of the Village, for the Village and the Illinois State Police to enter into an Intergovernmental Grant Agreement for funding to assist the Village Police Department to continue a partnership with the Illinois State Police to join the already existing Violent Crime Intelligence Task Force to share critical intelligence to reduce and prevent illegal possession and use of firearms, upon the terms and conditions contained in that certain Intergovernmental Agreement, attached hereto as Exhibit “A” and made a part hereof.

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

The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, DuPage County, Illinois.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement by and between the Village of Willowbrook and the Illinois State Police is hereby approved, ratified and confirmed. The Chief of Police of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook. A copy of said Intergovernmental Agreement is attached hereto as Exhibit “A” and made a part hereof.

This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED and **APPROVED** this 8th day of September, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE ILLINOIS STATE POLICE**



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, State Police
AND
Village of Willowbrook**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and **Village of Willowbrook** (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

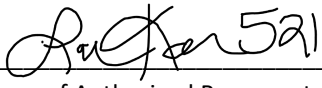
[State Police]

By: _____
Signature of Brendan F. Kelly, Director
By: _____
Signature of Designee
Date: _____
Printed Name: Rebecca Hooks
Printed Title: First Deputy Director
Designee

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: Steffanie Garrett
Printed Title: Chief Legal Counsel
Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: Michelle M. Dankoski
Printed Title: Chief Financial Officer
Third Grantor Approver

[Village of Willowbrook]

By: 
Signature of Authorized Representative
Date: 8/28/25
Printed Name: Lauren Kaspar
Printed Title: Chief of Police
E-mail: lkaspar@willowbrook.il.us

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 07/01/2025 and expires on 06/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds \$6,941.00, of which _ are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is . The federal awarding agency is _ and the Federal Award date is_. If applicable, the Assistance Listing Program Title is _ and Assistance Listing Number is _ . The Catalog of State Financial Assistance (CSFA) Number is 493-80-2595 and the CSFA Name is FY26 State Police Revocation Enforcement. If applicable, the State Award Identification Number (SAIN) is 26-FOID-05.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and PMANAFW11UH3 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366097046 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this

certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO or PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO or PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and

submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official,

and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII

AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on

file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from

Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XX
INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act

(5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

The grantee will utilize grant funds in accordance with this purpose as outlined below:

The purpose of the FOID enforcement grant program is to facilitate the sharing of information and development of partnerships within the Violent Crime Intelligence Task Force to reduce and prevent illegal possession and use of firearms, solve firearm-related crimes, and otherwise reduce violent crimes in Illinois. The grantee will utilize grant funds for the sole purposes of:

- a. Conducting enforcement operations against persons whose Firearm Owner's Identification Cards have been revoked or suspended and persons who fail to comply with the requirements of Section 9.5 of the Firearm Owners Identification Card Act, prioritizing individuals presenting a clear and present danger to themselves or to others under paragraph (2) of subsection (d) of Section 8.1 of the Firearm Owners Identification Card Act; and
- b. Collaborating with members of the Violent Crime Intelligence Task Force to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012.

The Grantee will remain in compliance with Firearm Safety Enforcement Detail Protocols. The protocols provide standards pertaining to pre detail preparation, detail execution and post detail operations.

Firearm Safety Enforcement Detail Protocols

1. Inform the area Zone Gun Liaison Officer (GLO) of the date, time, and area of detail. GLO has the option to participate as an active enforcement participant or may assist in the coordination of the detail with the agencies detail commander. Prior to the start of the first detail, the detail commander will discuss the operation with the Zone GLO.
2. Agency must sign up for the Illinois State Police (ISP) Firearms Services Bureau (FSB) Law Enforcement portal. This is where the most current and updated information reference an individual's Firearm Owner's Identification (FOID) card status may be found. www.ispfsb.com
3. Conduct a search under the Reports tab by submitting the County of your request. You may then sort the spreadsheet by your municipality or by the other sortable columns. It recommended that your agency tier/prioritize enforcement by revocation reason consistent with your departments risk assessment.
4. Conduct a workup of each individual through the Statewide Terrorism Intelligence Center (STIC). Items in the workup will include but are not limited to criminal history, driver's license response, FOID card response, Concealed Carry License (CCL) response, telephone number and if deemed necessary the Firearm Transfer Inquiry Program (FTIP) response.
5. Conduct a de-confliction of the subject and residence using STIC or other databases used by the detail agency.
6. A detail operations briefing will be conducted consistent with the detail agency standard operating procedures.
7. Once contact is made with the subject:

- Advise of FOID status
- Advise statutory requirements
- Determine if the letter was received and if not, provide a copy
- State officer's intention on scene
- Take into possession FOID card if available/If CCL holder take CCL or combination FOID/CCL card into possession. If "Lost", ensure it is documented on the Firearm Disposition Report ISP 2-636 and upload to the ISP Law Enforcement Portal.
- Assist in transferring possession of firearms to someone who can legally possess them and complete a Firearms Disposition Record. If no firearms are possessed by the subject, a Firearms Disposition record shall still be completed.
- Officer receives completed Firearm Disposition Record (FDR). If the officer is unable to provide a copy of the FDR on scene, one shall be provided at a later time (emailed copy is acceptable).

After detail completion:

- If FOID was surrendered and taken into custody by the agency for a revoked FOID status, the agency will destroy the FOID card and mark in the law enforcement portal that card was destroyed. If the FOID card or FOID/CCL combination card was taken into custody with a suspended status, the card may be transferred to the individual taking possession of the firearms and noted on the Firearms Disposition Record.
- If the CCL was taken into custody, it will be sent back to Illinois State Police Firearm Services Bureau 801 S. 7th St. Springfield, IL. 62073.
- The Firearms Disposition Record will be scanned into the Law Enforcement Portal with the original destroyed.
- The monthly performance report will be completed on an Excel Spreadsheet and uploaded in addition to required fields completed in AmpliFund within seven (7) days following the reporting period.
- The quarterly financial report will be completed on an Excel Spreadsheet and uploaded in addition to required fields completed in AmpliFund within seven (7) days following the reporting period.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the Grantee's approved Application.

The approved Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse for those expenditures that are specifically listed on the approved Application and incurred within the performance period.

The grantee is required to perform each of the following tasks:

1. The Grantee shall complete the monthly performance report on an Excel Spreadsheet and uploaded in addition to required fields in AmpliFund within seven (7) days following the reporting period.
2. The Grantee shall complete the quarterly financial report on an Excel Spreadsheet and uploaded in addition to required fields in AmpliFund within seven (7) days following the reporting period.
3. The grantee is required to perform each of the following tasks: conducting compliance checks, seizing firearms, collecting and destroying revoked FOID and CCL Cards, uploading information into the law enforcement portal, and making arrests where appropriate.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Brent Frey

Title:

Address: 801 S 7th St
Suite 300-A
Springfield, IL 62703

GRANTEE CONTACT

Name: Benjamin Kadolph

Title:

Address: 835 Midway Drive

Willowbrook, IL 60527

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name:	Name: Benjamin Kadolph
Title:	Title:
Address: 801 S 7th St Suite 300-A Springfield, IL 62703	Address: 7760 Quincy St. Willowbrook, IL 60527-5594
Phone:	Phone: 630-920-2438
TTY#:	TTY#:
E-mail Address:	E-mail Address: bkadolph@willowbrook.il.us

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Grantee shall enter required performance data and upload the Excel spreadsheet, no later than the seventh day following the end of every month. If no activity is generated in a given month, the information shall still be submitted in the previously noted time frame. No activity on the will be noted as "0" in the appropriate boxes.

The Grantee shall maintain payroll records and any existing documentation for each item for which the Grantee is requesting reimbursement to prove expenses are in compliance with the approved grant application. Excel spreadsheet for quarterly financial should be uploaded and required information entered into Amplifund within seven (7) days following the reporting period.

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

In addition to the uniform requirements in PART ONE, Grantor has the following additional requirements for its Grantee:

The Grantor has the following additional requirements for its Grantee:

1. The Grantee must be a member of the Illinois State Police Violent Crime Intelligence Task Force (VCITF). In order to become a member of the VCITF, an Intergovernmental Operating Agreement (IGA) between the Grantee Department and the Illinois State Police must have been fully executed (IGA is attached and must be completed if not already a member of the VCITF).
2. The Grantee Department will provide a W-9 for their Law Enforcement Department at the time of application by uploading into AmpliFund.
- 3). Comply with required monthly performance reporting within seven (7) days after the end of each reporting period by uploading Excel spreadsheet and entering required information into AmpliFund.
4. Comply with required quarterly financial reporting within seven (7) days after the end of each reporting period by uploading Excel spreadsheet and entering required information into AmpliFund.
5. No close out report required as all information will be documented on the June 2026 monthly performance and the Quarter 4 financial reporting spreadsheets and entries in AmpliFund.

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

In addition to the uniform requirements in PART ONE and Grantor-Specific Terms in PART TWO, Grantor has the following additional requirements for this Project:

The Grantor has the following additional requirements for this Project:

Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ISP has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.



BOARD OF TRUSTEES MEETING

AGENDA ITEM NO: 7.

DATE: September 8, 2025

SUBJECT:

A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING THE EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM

STAFF REPORT

TO: Mayor Trilla and Board of Trustees

FROM: Lauren Kaspar, Chief of Police

THROUGH: Sean Halloran, Village Administrator

PURPOSE AND ACTION REQUESTED

Staff is requesting a resolution approving and authorizing the execution of an intergovernmental grant agreement between the Village of Willowbrook and the Office of the Attorney General (AG) of the State of Illinois for the Organized Retail Crime (ORC) grant program.

BACKGROUND/SUMMARY

The Attorney General (AG) of the State of Illinois has offered a grant for participation in their Organized Retail Crime Program (ORC). The AG office has recognized that organized retail crime has a major impact upon retail merchants in the state and throughout the Village. Addressing this ongoing and growing problem requires working together among agencies in different jurisdictions and even regions of the state. The AG's office formed a task force of both law enforcement and prosecutors to address this problem. As part of their collaboration, the AG's office has begun offering a grant to local police agencies to assist in this effort.

The Organized Retail Crime Grant Program has been established to provide funds to police departments to pay for technology, such as cameras or forcible stop equipment, to identify and apprehend organized retail criminals. Funds have also been made available for personnel costs associated with investigating organized retail crime and providing crime prevention in the form of additional on-site personnel at retail centers.

The Willowbrook Police Department has applied for three previous rounds of the AG's ORC grant and was awarded \$182,000 in April 2023, \$90,000 in June 2024, and \$79,250 in September 2024. A fourth round of grant funding became available, and the Village was awarded \$58,000. The scope of the grant is as follows:

Software/Contractual Subscription - \$53,000
Overtime Pay - \$5,000



This grant is a reimbursement grant with no matching fund requirement. The obligation of funds must be completed by June 30, 2026. The award of this grant will provide valuable equipment, resources, and reimbursed personnel costs to address the growing problem of organized retail crime in Willowbrook.

FINANCIAL IMPACT

This grant is a reimbursement grant with no matching fund requirement. A future budget amendment motion will be required for any equipment or software expenditures that were not previously budgeted for in fiscal year 25/26.

RECOMMENDED ACTION:

Approve the resolution to execute the intergovernmental grant agreement with the Illinois Attorney General's office.

RESOLUTION NO. 25-R-_____

**A RESOLUTION APPROVING, RATIFYING, AND CONFIRMING THE
EXECUTION OF AN INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN THE VILLAGE OF WILLOWBROOK AND THE OFFICE OF
THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS FOR THE
ORGANIZED RETAIL CRIME GRANT PROGRAM**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Village of Willowbrook (“Village”) and the Office of the Attorney General of the State of Illinois, on behalf of the State of Illinois, are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into intergovernmental agreements; and

WHEREAS, the Village of Willowbrook has determined that it is in the best interest of the residents of the Village, for the Village and the Office of the Attorney General of the State of Illinois to enter into an Intergovernmental Grant Agreement for funding to assist the Village Police Department to investigate and prosecute retail crime upon the terms and conditions contained in that certain Intergovernmental Agreement, attached hereto as Exhibit “A” and made a part hereof.

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

The foregoing recitals are adopted as the findings of the corporate authorities of the Village of Willowbrook, DuPage County, Illinois.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement by and between the Village of Willowbrook and the Office of the Attorney General of the State of Illinois, is hereby

approved, ratified and confirmed. The Chief of Police of the Village of Willowbrook is hereby directed and authorized to execute said Agreement on behalf of the Village of Willowbrook. A copy of said Intergovernmental Agreement is attached hereto as Exhibit “A” and made a part hereof.

This Resolution shall be in full force and effect upon its passage and approval as required by law.

PASSED and **APPROVED** this 8th day of September, 2025 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Gretchen Boerwinkle, Village Clerk

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND
THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF ILLINOIS**



**OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS**

KWAME RAOUL
ATTORNEY GENERAL

**ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT
26-0190ORC**

This agreement, made this _____ day of _____, 2025, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, Village of Willowbrook, an Illinois governmental agency, hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 38, Section 30 of Public Act 103-0589 (the Public Act), the Illinois General Assembly has appropriated from the General Revenue Fund to the Attorney General the sum of \$5,000,000, or so much thereof as may be necessary, for grants to law enforcement agencies to investigate and prosecute organized retail crime.

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, 5/22/2025 9:31:54 PM, together with plans and specifications for organized retail crime enforcement in the County of DuPage State of Illinois; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with all applicable standards and procedures; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Public Act and in consideration of Grantee's representations contained in its grant proposal dated 5/22/2025 9:31:54 PM, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of 12 months, commencing July 1, 2025, and ending June 30, 2026, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall use \$58,000.00, as outlined in the Budget of the application. Funds are available to program expenditures as shown in the Budget, Exhibit A.

(b) Grantee shall submit to the Administrator financial and activity reports each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the reporting period. Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(c) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(d) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support to Grantee in the amount of \$58,000.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing on the conditions that sufficient funds have been deposited and that such funds have been appropriated for the purposes of this Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement, and the Grantee has signed, notarized and returned an Agreement document to the Administrator.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

(a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;

(b) Incur expenses or financial obligations from such grant award in any line-item category of such project budget in excess of the amount provided in such line-item category; or

(c) Transfer any money from one line-item category of such project budget to another line-item category without approval by the Administrator.

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

6. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds.

7. EXPENDITURE OF GRANT FUNDS.

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*)

(b) Grantee agrees that neither it nor its employees shall:

1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense, and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

10. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Special Project Grant Agreement, Grantee certifies that services, programs, activities provided under this Special Project Grant Agreement are and will continue to be in compliance with the ADA.

11. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the

provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

13. **BRIBERY.** Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

14. **FELONY CONVICTION.** Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

15. **SARBANES-OXLEY ACT.** Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

16. **NON-ASSISTANCE CERTIFICATION.** Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

17. **DEBT DELINQUENCY.** Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or

she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

18. **USE TAX.** Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

19. **ENVIRONMENTAL PROTECTION ACT.** Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. **FORCED LABOR.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

21. **CHILD LABOR CERTIFICATION.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

22. EDUCATIONAL LOANS. To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

23. BID RIGGING AND BID ROTATING. Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

24. DUES TO CLUBS WHICH DISCRIMINATE. Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

25. INTERNATIONAL ANTI-BOYCOTT. Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

26. DRUG FREE WORKPLACE CERTIFICATION. This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

(a) Publishing a statement:

i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;

ii) Specifying the actions that will be taken against employees for violations of such prohibition; and

iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

A) Abide by the terms of the statement; and

B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

i) The dangers of drug abuse in the workplace;

- ii) Grantee's or contractor's policy of maintaining a drug free workplace;
- iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- iv) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).

28. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: Village of Willowbrook
(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 36-6097046

Grantee certifies that it is performing the services covered by this Agreement as a Government Entity – Political Subdivision of the State of Illinois.

29. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

☒ The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

☐ The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

30. EXPATRIATED ENTITY CERTIFICATION. As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.

31. ATTEMPT TO INFLUENCE GRANT PROCESS CERTIFICATION. As a condition of this Contract, Grantee certifies that it has not retained a person or entity to attempt to influence the outcome of the award process associated with this grant.

32. CYBERSECURITY RISK CERTIFICATION. Grantee certifies that it is not prohibited from being awarded this grant due to a United States Department of Homeland Security Binding Operational Directive relating to cybersecurity risks. (30 ILCS 500/25-90).

33. LEGAL ENTITY AUTHORIZED TO TRANSACT BUSINESS IN ILLINOIS. Grantee certifies that it is a legal entity as of the date for submitting an application for the grant award contemplated by this Agreement. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a grantee prior to submitting an application for the grant contemplated by this Agreement. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of this Agreement,

34. NOTICES. Written notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR'S ADDRESS:

Attorney General of the State of Illinois
115 South LaSalle Street
Chicago, Illinois 60603

GRANTEE'S ADDRESS:

Willowbrook Police Department
835 Midway Dr.
Willowbrook, IL 60527

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified as: 26-0190ORC.

35. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

36. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

37. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

38. APPLICABLE LAWS. The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator

Signature: _____

By: Kwame Raoul, Illinois Attorney General

Date

Grantee: VILLAGE OF WILLOWBROOK

Signature: [Signature] #521

By: LAUREN KASPAR, CHIEF OF POLICE
(Grantee Leadership printed name and title)

9/2/2025
Date

GRANTEE CERTIFICATION:

I, LAUREN KASPAR, CHIEF OF POLICE
(Grantee Leadership's printed name and title)

hereby certify under oath, in accordance with section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4), that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

[Signature] #521
(Grantee Leadership's signature)

Subscribed and sworn before me on this 2nd day of Sept, 2025.

[Signature]
(Notary Public's signature)

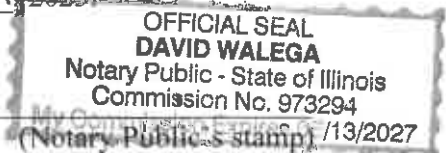


EXHIBIT A
Grant Award
PROJECT BUDGET
26-0190ORC

Equipment	
Training	
Officer Overtime Pay	\$5,000.00
Investigations/Saturated Patrols	
Contractual	\$53,000.00
1-Year Subscription	
Total:	\$58,000.00