



Next ORD No. 4414
Next RESO No. 2028

VILLAGE OF VILLA PARK
Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

June 10, 2024

7:00 PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky

Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

Public participation is invited on each agenda item prior to the Board's deliberation. When called upon, please approach the microphone and state your name. Kindly limit your remarks to 3 minutes.

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Public Comments on Agenda Items**
- 5. Public Comments on Non-Agenda Items**
- 6. Proclamations**
- 7. Presentation**
 - a. Fire Department Promotion - Lieutenant Blaise Clairardin
- 8. Appointment to Commission**
- 9. Consent Agenda**
 - a. Bill Listings for the Weeks of May 20, May 28 and June 3, 2024 in the Amount of \$1,211,062.76.
 - b. Approval of the Minutes of May 20, 2024 Village Board of Trustees Meeting.
- 10. Ordinance for First Reading**
 - a. An Ordinance Amending the Village Code Section 5-104 - Keeping poultry, cattle, etc

This is the first reading of an Ordinance that will make minor amendments to the Village Code Section 5-104 - Keeping poultry. The primary reason for amending this section is to eliminate the maximum number of licenses allowed at onetime, which is currently 50. Staff recommends passage of the ordinance after two readings.

- b. An Ordinance to Amend the Village Code Section 2-2908, Powers and Duties of the Community F.U.N. Commission

This Ordinance would amend the Village Code Chapter 2, Article XXIX, Section 2-2908 concerning the Powers and Duties of the Community F.U.N. (Focus on Unifying Neighbors) Commission (FUN Commission). The FUN Commission asked the Board of Trustees to consider adopting these changes and staff was directed to draft this ordinance by the Board at the regular meeting on May 11, 2024. Staff recommends the adoption of the ordinance.

11. Ordinance for Second Reading

- a. An Ordinance Amending the Village Code to Prohibit the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or By Any Other Method within the Corporate Limits of the Village of Villa Park

This Ordinance Amends the Village Code to prohibit the use of groundwater as a potable water supply by the installation or use of water wells for potable water or extracting potable water from groundwater by any other method within the Corporate Limits of the Village of Villa Park. This ordinance exempts properties who have such wells in the Corporate in existence prior to the effective date of this section, Staff recommends approval of the Ordinance.

12. Ordinances

- a. An Ordinance Approving a Special Use for Personal Vehicle Repair and Maintenance and a Special Use for a Planned Unit Development for the Property Located at 231 E. North Avenue.

This Ordinance approves Petition PZ-24-06 for a Special Use for Personal Vehicle Repair and Maintenance and a Special Use for a Planned Unit Development with certain deviations as shown in Exhibit A located at 231 E. North Avenue for the proposed Belle Tire. Planning and Zoning recommended approval by a vote of 9-0.

- b. An Ordinance Approving a License Agreement Between the Village of Villa Park and the Property Owners of 234 East Julia Drive.

This ordinance would authorize the Gerwings to install a new fence along the eastern edge of the 30-foot-wide Village parcel (PIN 06-15-119-04) to enclose the property at 234 East Julia Drive. The Gerwings previously had a fence across the Village property located behind their residence at 234 E Julia Dr and are requesting to relocate the fence to the eastern edge. The staff has no objection to the resident's continued use of the property and the installation of a fence.

13. Resolutions

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Martam Construction, Inc., of Elgin, Illinois, for Construction of the Iowa and Vermont Improvement Project in an Amount Not to Exceed \$1,494,535.

This Resolution authorizes the Village President to execute a contract for the construction of the Iowa and Vermont Improvement Project. The project was publicly advertised and competitively bid, with a bid opening held on April 30, 2024. The village received two bids, with the lowest responsible bid submitted by Martam Construction, Inc., of Elgin, Illinois, in the amount of \$1,494,535.00. Staff recommends

approval of a resolution to award a contract to Martam Construction for the construction of the Iowa and Vermont Improvement Project for an amount not to exceed \$1,494,535.00.

- b. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Iowa and Vermont Improvement Project in an Amount Not to Exceed \$173,450.28.

This Resolution authorizes the Village President to execute an agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Iowa and Vermont Improvement Project in an amount not to exceed \$173,450.28. This project requires extensive oversight due to the Community Development Block Grant (CDBG) documentation requirements and the proposed vendor has experience with CDBG projects. Staff recommends approval of the Resolution.

- c. Resolution Authorizing and Approving the Rules of Order and Procedures for the Village Board of Trustees.

This Resolution formally adopts the proposed Rules of Order and Procedures of the Board of Trustees of the Village of Villa Park. The Rules allow for amendments and provide for the ratification of those amendments every two years after each election and the installation of the new Board. Staff recommends approval of the Resolution.

- d. Resolution Approving and Ratifying the Proposal of Sb Friedman Development Advisors, LLC, for Development Advisory Services for the Village of Villa Park

This resolution approves and ratifies an agreement with SB Friedman, LLC for development advisory services related to the St. Charles Corridor Tax Increment Financing (TIF) District. The Village seeks SB Friedman's assistance in the analysis and evaluation of development pro formas, forecasting property and sales tax revenues, and economic incentive negotiation support related to the proposed development in the TIF. Professional fees for services are based on time required at set billing rates in an amount not to exceed \$19,500 without prior authorization. Staff recommends approval of this resolution.

14. Unfinished Business

15. New Business

16. Village Commission Reports

17. Village Clerk's Report

18. Village Trustees' Report

19. Village President's Report

20. Village Manager's Report

21. Executive Session

- a. Pursuant to 5ILCS 120/2
(c) (11) regarding litigation, when action against, affecting or on behalf of the Village

has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

22. Adjournment

The Villa Park Village Hall is subject to the requirements of the Americans with Disabilities Act of 1990. An elevator is operational at the north side entrance to the Village Hall during normal work hours and also during evenings. Individuals with special needs are requested to contact the Village's Compliance Officer at (630) 834-8500 so that reasonable accommodations can be made for those persons.



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on June 10, 2024

Covering weekly check runs dated for:

May 20, 2024/CY24..... \$629,981.07

1 of 1

Report Criteria:
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0520"
Invoice.Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.43100	BUILDING PERMITS						
13149	PEREZ, ERNESTO	PRFW202400376	0	PARTIAL REFUND PRFW202400376	250.00	.00	
Total 10.43100 BUILDING PERMITS:					250.00	.00	
Total :					250.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.202 TRAINING & CONFERENCES							
325	DUPAGE MAYORS & MANAGERS CON	12027A	0	2024 APRIL CONF BUSINESS MEETING	100.00 ✓	.00	
Total 10.511.00.202 TRAINING & CONFERENCES:					100.00	.00	
10.511.00.207 APPRECIATION DINNER & AWARDS							
10333	RUIZ, PATTY	764286	0	05.06.24 SNACK BASKETS FOR PSW	142.78 ✓	.00	
Total 10.511.00.207 APPRECIATION DINNER & AWARDS:					142.78	.00	
10.511.00.211 LEGAL SERVICES							
12541	ROBBINS SCHWARTZ	976818	0	LEGAL SERVICES (GENERAL MATTER) MARCH 202	100.00 ✓	.00	
Total 10.511.00.211 LEGAL SERVICES:					100.00	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
12541	ROBBINS SCHWARTZ	976817	0	LEGAL SERVICES - PROSECUTIONS - MARCH 202	3,500.00 ✓	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					3,500.00	.00	
10.511.00.656 FIRE & POLICE COMMISSION							
11589	CLS BACKGROUND INVESTIGATIONS	13061	0	PRE EMPLOY BACKGROUND INVESTIGATIONS	2,113.75 ✓	.00	
10333	RUIZ, PATTY	APR24	0	BFPC ADMIN RECORDING SRVC	100.00 ✓	.00	
Total 10.511.00.656 FIRE & POLICE COMMISSION:					2,213.75	.00	
Total PUBLIC AFFAIRS:					6,056.53	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.299 OTHER CONTRACTUAL SERVICES							
3004	CFA SOFTWARE INC	15325	0	ANNUAL CFA FLEET SOFTWARE SUPPORT,MAINT	1,795.00 ✓	.00	
13820	COMMEG SYSTEMS INC	24050948	0	TIMECLOCK SOFTWARE	361.00 ✓	.00	
6849	CURRENT TECHNOLOGIES CORP	14732	0	BARRACUDA EMAIL ARCHIVE RENEWAL	4,985.67 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					7,141.67	.00	
Total MANAGER:					7,141.67	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.210 TELEPHONE							
9131	SETTLES, JULIE	APRIL 2024	0	PERS PHONE REIMBURSEMENT; APRIL 2024	24.99 ✓	.00	
9131	SETTLES, JULIE	APRIL 2024	0	USAGE REIMBURSEMENT; APRIL 2024	24.99 ✓	.00	
Total 10.513.00.210 TELEPHONE:					49.98	.00	
10.513.00.299 OTHER CONTRACTUAL SERVICES							
12029	MGT OF AMERICA CONSULTING	MGT35602	0	CONTRACTED FINANCE DIRECTOR; W/E 3/30/24, 4	16,352.00 ✓	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					16,352.00	.00	
10.513.00.317 OFFICE SUPPLIES							
7523	RUNCO OFFICE SUPPLY	939279-0	0	CORK BOARD, PUSH PINS	37.98 ✓	.00	
919	SCOT DECAL COMPANY INC	26601	0	2024 VENDING LICENSE DECALS	353.00 ✓	.00	
Total 10.513.00.317 OFFICE SUPPLIES:					390.98	.00	
Total FINANCE:					16,792.96	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.289 INSPECTORS FEES							
6676	B & F CONSTRUCTION CODE SERVIC	19240	0	APRIL INSPECTIONS	619.99 ✓	.00	
13523	CHADA, MICHAEL	April Inspections	0	MARCH-APRIL INSPECTIONS	1,080.00 ✓	.00	
13523	CHADA, MICHAEL	May Inspections	0	MAY INSPECTIONS	300.00 ✓	.00	
Total 10.514.00.289 INSPECTORS FEES:					1,999.99	.00	
10.514.00.292 ENGINEERING SERVICES							
13816	HOUSEAL LAVIGNE ASSOCIATES	7062	0	COMP PLAN CONSULTING SERVICES	4,626.99 ✓	.00	
Total 10.514.00.292 ENGINEERING SERVICES:					4,626.99	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES							
192	DUPAGE COUNTY RECORDER	40564310	0	CD PROPERTY RELEASES	171.00 ✓	.00	
192	DUPAGE COUNTY RECORDER	40564315	0	CD PROPERTY LIENS	684.00 ✓	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					855.00	.00	
10.514.00.301 UNIFORMS							
8205	POSITIVE IMPRESSIONS	PPJ-6638-1	0	DEPARTMENT APPAREL CED	1,111.71 ✓	.00	
Total 10.514.00.301 UNIFORMS:					1,111.71	.00	
Total COMMUNITY DEVELOPMENT:					8,593.69	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.270 MAINT OF OFFICE EQUIPMENT							
6423	GORDON FLESCH CO. INC	IN14673852	0	COPIER USAGE 2/1-5/3/24	70.32	.00	
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:					70.32	.00	
10.515.00.317 OFFICE SUPPLIES							
7523	RUNCO OFFICE SUPPLY	938299-0	0	INTEROFFICE ENVELOPES	47.98	.00	
7523	RUNCO OFFICE SUPPLY	939080-0	0	AA/AAA BATTERIES	39.23	.00	
Total 10.515.00.317 OFFICE SUPPLIES:					87.21	.00	
Total CENTRAL SERVICES:					157.53	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.399 OTHER SUPPLIES							
9131	SETTLES, JULIE	REIMB	0	COFFEE & ESPRESSO MAKER FOR BREAK ROOM	133.90	.00	
Total 10.516.00.399 OTHER SUPPLIES:					133.90	.00	
Total BUILDINGS & GROUNDS:					133.90	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION	4192203336	0	FLT UNIFORMS MATS TOWELS	67.87 ✓	.00	
Total 10.518.00.215 SHOP SERVICES:					67.87	.00	
10.518.00.309 GAS & DIESEL FUEL							
6834	AL WARREN OIL COMPANY INC	W16562050	0	DIESEL FUEL PURCHASE	3,957.20 ✓	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:					3,957.20	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
1099	WENTWORTH TIRE SERVICE	40077925	0	STOCK TIRES (4) PD DURANGOS	522.48 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					522.48	.00	
Total GARAGE:					4,547.55	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
9449	BREGMAN, SONIA	5-7-24	0	REIMBURSEMENT FOR SPRINGFIELD POLICE ME	305.90 ✓	.00	
12628	FRONTLINE PUBLIC SAFETY SOLUTI	FL31452	0	TRAINING SOFTWARE ANNUAL RENEWAL	1,273.39 ✓	.00	
6846	KITCHING, KORDELL	5-8-24	0	REIMBURSE OFC KITCHING-SPRINGFIELD POLICE	135.29 ✓	.00	
763	NORTH EAST MULTI-REGIONAL	352242	0	TRAINING (EVOC) J.KUBISH M. RAYMOND	210.00 ✓	.00	
763	NORTH EAST MULTI-REGIONAL	352287	0	TRAINING - CLOSE QUARTER HANDGUN TRAININ	300.00 ✓	.00	
763	NORTH EAST MULTI-REGIONAL	352609	0	TRAINING - HIGH RISK VEHICLE STOPS - SGT SVA	80.00 ✓	.00	
13966	WALLICK, BENJAMIN V	5-7-2024	0	HIGH THREAT TRAINING	2,812.50 ✓	.00	
5898	WALSH, TIMOTHY	5-1-24	0	MEAL REIMBURSEMENT TIM WALSH	15.70 ✓	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:					5,132.78	.00	
10.520.01.299 OTHER CONTRACTUAL SERVICES							
13511	DACRA ADJUDICATION SYSTEM	DT2024-14-016	0	DACRA PD & CD ADJUDICATION/TICKET PROGRA	1,500.00 ✓	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					1,500.00	.00	
10.520.07.230 PRINTING SERVICES							
11870	P.F. PETTIBONE & CO.	185858	0	POLICE REPORT CRASHDOCS	137.85 ✓	.00	
Total 10.520.07.230 PRINTING SERVICES:					137.85	.00	
10.520.07.280 DUCOMM							
305	DU-COMM	18950	0	FACILITY LEASE & OPERATING COSTS	5,310.75 ✓	.00	
305	DU-COMM	18996	0	QUARTERLY SHARES 5-1-24 TO 7-31-24	133,627.00 ✓	.00	
Total 10.520.07.280 DUCOMM:					138,937.75	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
13851	DELTA SONIC CAR WASH SYSTEMS I	INV-0014919	0	CAR WASHES (UNLIMITED)	47.97 ✓	.00	
13851	DELTA SONIC CAR WASH SYSTEMS I	INV-0014951	0	CAR WASHES (UNLIMITED)	91.00 ✓	.00	
12628	FRONTLINE PUBLIC SAFETY SOLUTI	FL45166	0	FRONTLINE POLICY TRACKER-ANNUAL RENEWAL	1,653.75 ✓	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					1,792.72	.00	
10.520.09.301 UNIFORMS							
11870	P.F. PETTIBONE & CO.	185838	0	DETECTIVE PATCHES	231.30 ✓	.00	
Total 10.520.09.301 UNIFORMS:					231.30	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total POLICE:					147,732.40	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.280 DUCOMM							
305	DU-COMM	18916	0	EDISPATCH SERVICES 05.24-10.24	300.00 ✓	.00	
305	DU-COMM	18949	0	FACILITY LEASE & OPERATING COSTS	904.50 ✓	.00	
Total 10.521.01.280 DUCOMM:					1,204.50	.00	
10.521.01.299 OTHER CONTRACTUAL SERVICES							
5711	HASTINGS AIR-ENERGY CONTROL	PS-10007078	0	PNEUMATIC VALVE, GRABBER, REGULATOR	911.00 ✓	.00	
5711	HASTINGS AIR-ENERGY CONTROL	PS-10007079	0	SERVICE CALL ST82	225.00 ✓	.00	
5711	HASTINGS AIR-ENERGY CONTROL	PS-10007084	0	TUBING, BALANCER, SLEEVE	1,141.00 ✓	.00	
12431	WASHU LLC	254664	0	VEHICLE WASH	6.00 ✓	.00	
13824	ZIPS CAR WASH LLC	PS-INV104532	0	VEHICLE WASHES	3.00 ✓	.00	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					2,286.00	.00	
10.521.01.314 JANITORIAL SUPPLIES							
6334	STATE INDUSTRIAL PRODUCTS	903322892	0	(2) CASES CAR & TRUCK WASH (3) LAUNDRY DET	324.12 ✓	.00	
6334	STATE INDUSTRIAL PRODUCTS	903327430	0	(2) CASES CAR & TRUCK WASH (3) LAUNDRY DET	685.54 ✓	.00	
10500	VILLA PARK ACE HARDWARE	22728	0	ST82 CLEANER,STEEL PADS	40.80 ✓	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:					1,050.46	.00	
10.521.01.399 OTHER SUPPLIES							
6119	BRZEZOWSKI, RON	88135	0	ELSE - REIM.FOR REFRESHMENTS	29.99 ✓	.00	
6161	MITSUKA, BRANDON	262562	0	DUCOMM TELECOMMUNICATION REIM.	156.00 ✓	.00	
Total 10.521.01.399 OTHER SUPPLIES:					185.99	.00	
10.521.22.202 TRAINING & CONFERENCES							
13915	ELSE, NICOLE	NE050724	0	MILEAGE REIMBURSEMENT FOR CLASSES	2,021.79 ✓	.00	
526	ILLINOIS FIRE INSPECTORS ASSN	24452	0	GONZALEZ- INSP 1 COURSE	350.00 ✓	.00	
Total 10.521.22.202 TRAINING & CONFERENCES:					2,371.79	.00	
10.521.22.299 OTHER CONTRACTUAL SERVICES							
30	AIR ONE EQUIPMENT INC	206096	0	OXYGEN SENSOR FOR E82	143.00 ✓	.00	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					143.00	.00	
10.521.22.301 UNIFORMS							
7016	CONWAY SHIELDS	0518721	0	PASSPORT SHIELD W/PANELS	969.50 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.521.22.301 UNIFORMS:					969.50	.00	
10.521.22.399 OTHER SUPPLIES							
1589	DARLEY & CO, WS	17528503	0	GATE VALVE HANDLE	93.63 ✓	.00	
13753	LOMBARD ACE HARDWARE (FIRE AC	256729	0	SAND DISCS, EXPO REMOVER	56.96 ✓	.00	
13753	LOMBARD ACE HARDWARE (FIRE AC	256866	0	PROTECTION LOCK	17.99 ✓	.00	
Total 10.521.22.399 OTHER SUPPLIES:					168.58	.00	
Total FIRE:					8,379.82	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.280 DUCOMM							
305	DU-COMM	18995	0	QUARTERLY SHARES 05.24-07.24	26,219.75 ✓	.00	
Total 10.523.02.280 DUCOMM:					26,219.75	.00	
10.523.02.299 OTHER CONTRACTUAL SERVICES							
8745	STRYKER SALES CORPORATION	9206001211	0	PULSE OXYGEN SENSORS REPLACEMENTS	2,038.20 ✓	.00	
Total 10.523.02.299 OTHER CONTRACTUAL SERVICES:					2,038.20	.00	
10.523.02.301 UNIFORMS							
7793	FIREGROUND SUPPLY INC	28055	0	ELSE- STAFF APPAREL	398.97 ✓	.00	
Total 10.523.02.301 UNIFORMS:					398.97	.00	
10.523.02.399 OTHER SUPPLIES							
5624	MMSGs	21999529	0	M,L,XL GLOVES FOR AMBULANCES	654.98 ✓	.00	
8745	STRYKER SALES CORPORATION	9206077827	0	ASSY- WIRE COMB	64.90 ✓	.00	
8745	STRYKER SALES CORPORATION	9206078527	0	ASSY-6 WIRE COMB	64.90 ✓	.00	
1008	TERRACE SUPPLY COMPANY	71039675	0	(1) THERAPY OXYGEN CYL FOR STA 81	61.12 ✓	.00	
Total 10.523.02.399 OTHER SUPPLIES:					845.90	.00	
Total AMBULANCE/PARAMEDIC:					29,502.82	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13356	LAKESHORE RECYCLING SYSTEMS	4905822	0	TRASH & BRUSH REMOVAL APR 2024	147,394.60	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					147,394.60	.00	
Total GARBAGE:					147,394.60	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.301 UNIFORMS							
8205	POSITIVE IMPRESSIONS	PPJ-6638-1	0	DEPARTMENT APPAREL PW	238.91	.00	
Total 10.525.01.301 UNIFORMS:					238.91	.00	
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246055 2/202	0	1 S CENTRAL LITE RT/25; 2/7-3/19/24	807.38	.00	
13411	AEP ENERGY	3017246055 3/202	0	1 S CENTRAL LITE RT/25; 3/19-4/12/24	446.28	.00	
13411	AEP ENERGY	3017246077 3/202	0	118 S VILLA AVE; 3/13-4/11/24	65.61	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					1,319.27	.00	
10.525.25.395 STREET SIGN MATERIALS							
12519	AVERY DENNISON CORP	61801602	0	4 INK CARTRIDGES	663.68	.00	
Total 10.525.25.395 STREET SIGN MATERIALS:					663.68	.00	
Total STREET:					2,221.86	.00	
Total CORPORATE FUND:					378,905.33	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
12163	GLENBARD SECURITY INC	D28	0	2 STREAMLIGHTS FOR SQUAD CARS	320.00 ✓	.00	
782	O'HERRON CO INC, RAY	2330918	0	DC81-VALOR LED, MOUNT KIT	2,335.00 ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					2,655.00	.00	
65.502.02.402 NON-CAPITAL OUTLAY							
13969	C3 PATHWAYS INC	INV656	0	COUNTERSTRIKE BASIC	995.00 ✓	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:					995.00	.00	
Total GENERAL:					3,650.00	.00	
Total EQUIPMENT REPLACEMENT FUND:					3,650.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.02.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	0324720	0	PERMITTING; VILLA N 1033 (ODEUM)	59.88 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0324721	0	PERMITTING; ROOSEVELT W 0113	179.64 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0324722	0	PERMITTING; NORTH AV E 0231 (BELLE TIRE)	54.12 ✓	.00	
Total 68.502.02.292 ENGINEERING SERVICES:					293.64	.00	
Total GENERAL:					293.64	.00	
Total STORMWATER BUYOUT FUND:					293.64	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
5176	JESSEN, DENNIS	April 2024 Cell Phon	0	PERS DEVICE PHONE REIMB; APRIL 2024	24.99 ✓	.00	
5176	JESSEN, DENNIS	April 2024 Cell Phon	0	USAGE REIMBURSEMENT; APRIL 2024	24.99 ✓	.00	
1055	VENCHUS, THOMAS	April 2024 Cell Phon	0	USAGE REIMBURSEMENT; APRIL 2024	24.99 ✓	.00	
1055	VENCHUS, THOMAS	April 2024 Cell Phon	0	PERS DEVICE PHONE REIMB; APRIL 2024	24.99 ✓	.00	
Total 82.502.01.210 TELEPHONE:					99.96	.00	
82.502.01.270 MAINT OF OFFICE EQUIPMENT							
6423	GORDON FLESCH CO. INC	IN14673852	0	COPIER USAGE 2/1-5/3/24	2.34 ✓	.00	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:					2.34	.00	
82.502.01.321 PURCHASE OF WATER							
330	DUPAGE WATER COMMISSION	April 2024 Pumpage	0	APRIL WATER PUMPAGE 2024	229,204.36 ✓	.00	
Total 82.502.01.321 PURCHASE OF WATER:					229,204.36	.00	
82.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421024 3/202	0	CORNELL PUMP STN; 3/13-4/11/24	1,216.62 ✓	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:					1,216.62	.00	
82.502.02.293 LABORATORY TESTING							
367	ETP LABS INC	24-137226	0	ROUTINE MONTHLY WATER SAMPLES	468.00 ✓	.00	
13535	PACE ANALYTICAL SERVICES LLC	247201749	0	DBP QUARTERLY SAMPLES	418.50 ✓	.00	
Total 82.502.02.293 LABORATORY TESTING:					886.50	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES							
331	DUPAGE TOPSOIL INC	056802	0	6 WHLR PULV - CPU	225.00 ✓	.00	
13002	PRECISE MRM LLC	200-1047971	0	AUTOMATIC VEHICLE LOCATION (AVL) EQUIPMEN	262.93 ✓	.00	
13002	PRECISE MRM LLC	200-1048077	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00 ✓	.00	
13002	PRECISE MRM LLC	200-1048748	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00 ✓	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:					1,547.93	.00	
82.502.02.399 OTHER SUPPLIES							
331	DUPAGE TOPSOIL INC	56866	0	BLACK DIRT FOR PARKWAY RESTORATION	845.00 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 82.502.02.399 OTHER SUPPLIES:					845.00	.00	
Total GENERAL:					233,802.71	.00	
Total WATER SUPPLY FUND:					233,802.71	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.270 MAINT OF OFFICE EQUIPMENT							
6423	GORDON FLESCH CO. INC	IN14673852	0	COPIER USAGE 2/1-5/3/24	2.34 ✓	.00	
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:					2.34	.00	
83.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421013 2/202	0	WWFTF ; 2/7-3/15/24	3,673.38 ✓	.00	
13411	AEP ENERGY	3014421013 3/202	0	WWFTF ; 3/15-4/11/24	3,743.94 ✓	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					7,417.32	.00	
83.502.02.293 LABORATORY TESTING							
367	ETP LABS INC	24-53006	0	WWFTF SAMPLES	510.00 ✓	.00	
367	ETP LABS INC	24-53011	0	WWFTF SAMPLES	420.00 ✓	.00	
Total 83.502.02.293 LABORATORY TESTING:					930.00	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES							
13002	PRECISE MRM LLC	200-1048077	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00 ✓	.00	
13002	PRECISE MRM LLC	200-1048361	0	AUTOMATIC VEHICLE LOCATION (AVL) EQUIPMEN	231.73 ✓	.00	
13002	PRECISE MRM LLC	200-1048748	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00 ✓	.00	
6212	VORTEX TECHNOLOGIES INC	6958	0	ANNUAL CALIBRATION WWFTF FLOW MTRS	3,620.00 ✓	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					4,911.73	.00	
83.502.02.302 CHEMICALS							
33	ALEXANDER CHEMICAL CORP	80655	0	WWFTF CHLORINE RENTAL FEES	68.00 ✓	.00	
Total 83.502.02.302 CHEMICALS:					68.00	.00	
Total GENERAL:					13,329.39	.00	
Total WASTEWATER FUND:					13,329.39	.00	
Grand Totals:					629,981.07	.00	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>378,905.33</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>3,650.00</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>293.64</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>233,802.71</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>13,329.39</u>
Grand Totals:	<u><u>629,981.07</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 5/16/24 APPROVED BY Charles Howard
MJ Schie



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on June 10, 2024

Covering weekly check runs dated for:

May 28, 2024/CY24..... \$338,346.50

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0528","0517 INT","0520 INT","0528"

Invoice.Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
01.110050 UTILITY CASH CLEARING							
12476	UTILITY BILLING REFUNDS	10-07190-01R1	0	FIN CREDIT BAL; 417 W TERRACE ST	91.37 ✓	.00	
12476	UTILITY BILLING REFUNDS	11-11020-01R1	0	FIN CREDIT BAL; 33 N BIERMANN AVE	105.45 ✓	.00	
12476	UTILITY BILLING REFUNDS	11-11850-00R1	0	FIN CREDIT BAL; 11 S MICHIGAN AVE	20.42 ✓	.00	
12476	UTILITY BILLING REFUNDS	12-01550-01R1	0	FIN CREDIT BAL; 621 S HARVARD AVE	89.07 ✓	.00	
12476	UTILITY BILLING REFUNDS	12-04310-00R1	0	FIN CREDIT BAL; 741 S ARDMORE AVE	35.42 ✓	.00	
12476	UTILITY BILLING REFUNDS	13-01440-03R1	0	FIN CREDIT BAL; 325 W MADISON ST	93.72 ✓	.00	
12476	UTILITY BILLING REFUNDS	13-01610-01R1	0	FIN CREDIT BAL; 818 S HARVARD AVE	43.04 ✓	.00	
Total 01.110050 UTILITY CASH CLEARING:					478.49	.00	
Total :					478.49	.00	
Total CASH ALLOCATIONS FUND:					478.49	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS							
13970	HB BUILDERS LLC	1522 S EUCLID - B	0	1522 S EUCLID - PARTIAL BOND RELEASE	24,798.62 ✓	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					24,798.62	.00	
10.42070 ADMINISTRATIVE TOWING FEES							
12937	ILLINOIS STATE POLICE	5-16-24	0	COURT AWARDED PAYMENT FORFEITED TO IL ST	1,500.00 ✓	.00	
Total 10.42070 ADMINISTRATIVE TOWING FEES:					1,500.00	.00	
Total :					26,298.62	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES							
12541	ROBBINS SCHWARTZ	979476	0	LEGAL SERVICES (GENERAL MATTER) MARCH 202	300.00 ✓	.00	
Total 10.511.00.211 LEGAL SERVICES:					300.00	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
12541	ROBBINS SCHWARTZ	979475	0	LEGAL SERVICES - PROSECUTIONS - APRIL 2024	2,887.50 ✓	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					2,887.50	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
13968	STRATEGIC GOVERNMENT RESOUR	2024-108038	0	LOCAL GOVERNMENT LEADERSHIP ACADEMY KIC	4,255.11 ✓	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					4,255.11	.00	
Total PUBLIC AFFAIRS:					7,442.61	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.299 OTHER CONTRACTUAL SERVICES							
10435	CIVICPLUS LLC	298179	0	CIVICPLUS ANNUAL MUNICODE 6/1/24-5/31/25	9,598.59 ✓	.00	
10435	CIVICPLUS LLC	304147	0	CICIVREC SOFTWARE	5,021.24 ✓	.00	
11629	PROCOM ENTERPRISES LTD	808871	0	ALARM.COM DOOR ACCESS CONTROL	36.00 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					14,655.83	.00	
Total MANAGER:					14,655.83	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.210 TELEPHONE							
11407	BAIG, RANA	JAN/FEB/MAR/APR	0	PERS DEVICE PHONE REIM; JANUARY 2024	24.99 ✓	.00	
11407	BAIG, RANA	JAN/FEB/MAR/APR	0	PERS DEVICE PHONE REIM; FEBRUARY 2024	24.99 ✓	.00	
11407	BAIG, RANA	JAN/FEB/MAR/APR	0	PERS DEVICE PHONE REIM; MARCH 2024	24.99 ✓	.00	
11407	BAIG, RANA	JAN/FEB/MAR/APR	0	PERS DEVICE PHONE REIM; APRIL 2024	24.99 ✓	.00	
11407	BAIG, RANA	JAN/FEB/MAR/APR	0	PERS USAGE PHONE REIM; JANUARY 2024	24.99 ✓	.00	
11407	BAIG, RANA	JAN/FEB/MAR/APR	0	PERS USAGE PHONE REIM; FEBRUARY 2024	24.99 ✓	.00	
11407	BAIG, RANA	JAN/FEB/MAR/APR	0	PERS USAGE PHONE REIM; MARCH 2024	24.99 ✓	.00	
11407	BAIG, RANA	JAN/FEB/MAR/APR	0	PERS USAGE PHONE REIM; APRIL 2024	24.99 ✓	.00	
Total 10.513.00.210 TELEPHONE:					199.92	.00	
10.513.00.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIE	24-VP04	0	PRODUCTION SVCS UTIL BILL RUN#4 2024	208.35 ✓	.00	
12029	MGT OF AMERICA CONSULTING	MGT35214	0	CONTRACTED FINANCE DIRECTOR; W/E 1/6/24 & 1	8,176.00 ✓	8,176.00	05/17/2024
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					8,384.35	8,176.00	
Total FINANCE:					8,584.27	8,176.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.299 OTHER CONTRACTUAL SERVICES							
11776	BENES, GEORGE	Auto Detailing	0	AUTO DETAILED	150.00 ✓	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					150.00	.00	
Total COMMUNITY DEVELOPMENT:					150.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.317 OFFICE SUPPLIES							
7523	RUNCO OFFICE SUPPLY	939859-0	0	OFFICE CHAIR	159.89	.00	
Total 10.515.00.317 OFFICE SUPPLIES:					159.89	.00	
Total CENTRAL SERVICES:					159.89	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.220 UTILITY - GAS							
765	NICOR GAS	00-93-47-2022 8 4/2	0	100 S VILLA ;4/3-5/3/24	148.36 ✓	.00	
765	NICOR GAS	39-44-49-5900 9 4/2	0	MUSEUM;4/3-5/3/24	189.49 ✓	.00	
765	NICOR GAS	70-22-77-0234 0 4/2	0	POLICE STN;4/3-5/3/24	473.39 ✓	.00	
Total 10.516.00.220 UTILITY - GAS:					811.24	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
8869	HUTTO & SONS INC	33776	0	STATION 81 RECHARGE	125.00 ✓	.00	
6334	STATE INDUSTRIAL PRODUCTS	903305621	0	PW AIR HANDLER PROGRAM	216.00 ✓	.00	
8113	THOMAS PUMP COMPANY	R1937	0	PD SEWAGE PIT REPAIRS - NOT BACKUP RELATE	1,200.52 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					1,541.52	.00	
10.516.00.315 BUILDING MAINT SUPPLIES							
1068	VILLA PARK ELECTRIC SUPPLY CO	262735-00	0	LIGHTING SUPPLIES	59.66	.00	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:					59.66	.00	
Total BUILDINGS & GROUNDS:					2,412.42	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.220	UTILITY - GAS						
765	NICOR GAS	10-44-81-1000 6 4/2	0	METRA STATION;4/3-5/3/24	126.54	.00	
Total 10.517.00.220 UTILITY - GAS:					126.54	.00	
Total COMMUTER PARKING LOT:					126.54	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION	4192921047	0	FLT UNIFORM & TOWELS	54.07	.00	
Total 10.518.00.215 SHOP SERVICES:					54.07	.00	
10.518.00.309 GAS & DIESEL FUEL							
6834	AL WARREN OIL COMPANY INC	W1652049	0	GASOLINE PURCHASE	16,691.40	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:					16,691.40	.00	
Total GARAGE:					16,745.47	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
4161	BORYK, RICHARD	5-13-24	0	TRAINING MEAL REIMBURSEMENT	39.39 ✓	.00	
4161	BORYK, RICHARD	5-14-24	0	TRAINING MEAL REIMBURSEMENT	51.06 ✓	.00	
6572	SVARA, JAMES	5-10-24	0	TRING MEALS REIMBURSE-SGT SVARA	144.22 ✓	.00	
6572	SVARA, JAMES	5-16-24	0	MEAL REIMBURSE-ADV LEO DRIVING	33.59 ✓	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:					268.26	.00	
10.520.01.210 TELEPHONE							
6298	VERIZON WIRELESS	9963057237	0	EMPL & SQUAD CELL SVC 11.20-12.19,23	1,852.96 ✓	.00	
Total 10.520.01.210 TELEPHONE:					1,852.96	.00	
10.520.01.263 POST RETIREMENT BENEFITS							
1877	BREGMAN, MARC	MAY 2024	0	POST RETIREMENT BENEFIT; MAY 2024	125.00 ✓	.00	
676	MCNAMARA, JAMES J	MAY 2024	0	POST RETIREMENT BENEFIT; MAY 2024	125.00 ✓	.00	
1713	SUBJECT, DAVID	MAY 2024	0	POST RETIREMENT BENEFIT; MAY 2024	125.00 ✓	.00	
1134	ZORICH, EDWARD	MAY 2024	0	POST RETIREMENT BENEFIT; MAY 2024	125.00 ✓	.00	
Total 10.520.01.263 POST RETIREMENT BENEFITS:					500.00	.00	
10.520.07.230 PRINTING SERVICES							
9886	PRINTSMART PRINTING &	37754	0	VIDEO GAMING STICKERS	256.80 ✓	.00	
Total 10.520.07.230 PRINTING SERVICES:					256.80	.00	
10.520.07.299 OTHER CONTRACTUAL SERVICES							
5828	DUPAGE COUNTY	JV 144	0	DU COMM CAD / RMS POLICE SYSTEM COST	60,665.86 ✓	.00	
Total 10.520.07.299 OTHER CONTRACTUAL SERVICES:					60,665.86	.00	
10.520.09.301 UNIFORMS							
782	O'HERRON CO INC, RAY	2325442	0	DIGITIZING FEE (PATCH)	60.00 ✓	.00	
Total 10.520.09.301 UNIFORMS:					60.00	.00	
Total POLICE:					63,603.88	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.263 POST RETIREMENT BENEFITS							
6520	BLASKOVICH, ERIC	MAY 2024	0	POST RETIREMENT BENEFIT; MAY 2024	125.00	.00	
6085	SPARGER, JEFFREY	MAY 2024	0	POST RETIREMENT BENEFIT; MAY 2024	125.00	.00	
4899	VICELLI, LOUIS	MAY 2024	0	POST RETIREMENT BENEFIT; MAY 2024	125.00	.00	
Total 10.521.01.263 POST RETIREMENT BENEFITS:					375.00	.00	
Total FIRE:					375.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246066	3/202	0 0 E WISCONSIN AVE; 3/21-4/19/24	8,853.69 ✓	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					8,853.69	.00	
10.525.25.399 OTHER SUPPLIES							
331	DUPAGE TOPSOIL INC	056930		0 BLACK DIRT FOR PARKWAY RESTORATION	525.00 ✓	.00	
331	DUPAGE TOPSOIL INC	056969		0 BLACK DIRT FOR PARKWAY RESTORATION	525.00 ✓	.00	
Total 10.525.25.399 OTHER SUPPLIES:					1,050.00	.00	
10.525.27.342 ASPHALT MIX							
326	DUPAGE MATERIALS COMPANY LLC.	25100		0 HIGH PERFORMANCE COLD	320.00 ✓	.00	
Total 10.525.27.342 ASPHALT MIX:					320.00	.00	
Total STREET:					10,223.69	.00	
Total CORPORATE FUND:					150,778.22	8,176.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES							
7835	STORINO RAMELLO & DURKIN	90999	0	LEGAL SERVICE - TIF 4 - MAR 2024	438.75	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					438.75	.00	
Total GENERAL:					438.75	.00	
Total TIF 4 FUND - ST. CHARLES RD:					438.75	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.16.220 UTILITY - GAS							
765	NICOR GAS	47-30-07-8760 4 4/2	0	ICC;4/3-5/3/24	777.62	.00	
Total 35.502.16.220 UTILITY - GAS:					777.62	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES							
11582	P A CRIMSON FIRE RISK SERVICES	31300	0	ICC SEMI-ANNUAL SUPPRESSION INSPECTION	312.15	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					312.15	.00	
Total GENERAL:					1,089.77	.00	
Total RECREATION FUND:					1,089.77	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.220 UTILITY - GAS							
765	NICOR GAS	45-95-90-7159 3 4/2	0	MAINT BLDG;4/8-5/6/24	31.88	.00	
765	NICOR GAS	86-94-36-5332 8 4/2	0	N TERR PARK;4/4-5/6/24	75.33	.00	
Total 36.502.01.220 UTILITY - GAS:					107.21	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
12815	SOLITUDE LAKE MANAGEMENT LLC	PSI066381	0	NORTH TERRACE FOUNTAIN LIGHTS REPAIRS	556.70	.00	
1008	TERRACE SUPPLY COMPANY	1058884	0	PARKS TOOL RENTAL	18.90	.00	
1008	TERRACE SUPPLY COMPANY	1058885	0	PARKS TOOL RENTAL	12.60	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					588.20	.00	
Total GENERAL:					695.41	.00	
Total PARKS FUND:					695.41	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.220 UTILITY - GAS							
765	NICOR GAS	00-31-93-8763	5 4/2	0 JEFF POOL ;4/3-5/3/24	61.09 ✓	.00	
765	NICOR GAS	32-27-30-1000	2 4/2	0 JEFF POOL FLTR;4/3-5/3/24	46.46 ✓	.00	
Total 41.502.01.220 UTILITY - GAS:					107.55	.00	
Total GENERAL:					107.55	.00	
Total SWIMMING POOL FUND:					107.55	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.299 OTHER CONTRACTUAL SERVICES							
6317	YORK TOWNSHIP HIGHWAY DEPT	IGA ROAD IMPRO	0	INVOICE FOR IGA ROAD IMPROVEMENTS	141,980.06 ✓	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					141,980.06	.00	
Total GENERAL:					141,980.06	.00	
Total STREET IMPROVEMENT FUND:					141,980.06	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
13939	ENTERPRISE FM TRUST	426638A-050324	0	2024 DODGE RAM 1500 2778P4 LEASE	775.69 ✓	775.69	05/17/2024
13939	ENTERPRISE FM TRUST	426638A-050324	0	2024 DODGE RAM 2500 2778XN LEASE	959.79 ✓	959.79	05/17/2024
13939	ENTERPRISE FM TRUST	426638A-050324	0	2024 DODGE DURANGO 278T82 LEASE	429.47 ✓	429.47	05/17/2024
13939	ENTERPRISE FM TRUST	426638A-050324	0	2024 DODGE DURANGO 278VZK LEASE	838.77 ✓	838.77	05/17/2024
13939	ENTERPRISE FM TRUST	426638A-050324	0	2024 DODGE DURANGO 278W2B LEASE	916.56 ✓	916.56	05/17/2024
13939	ENTERPRISE FM TRUST	426638A-050324	0	2024 DODGE DURANGO 279DQQ LEASE	949.31 ✓	949.31	05/17/2024
13939	ENTERPRISE FM TRUST	426638A-050324	0	2024 JEEF COMPASS 27H9VX LEASE	467.29 ✓	467.29	05/17/2024
13939	ENTERPRISE FM TRUST	426638A-050324	0	2024 JEEF COMPASS 27H9W3 LEASE	452.77 ✓	452.77	05/17/2024
13939	ENTERPRISE FM TRUST	426638A-050324	0	2024 JEEF COMPASS 27H9W8 LEASE	452.77 ✓	452.77	05/17/2024
Total 65.502.02.401 CAPITAL OUTLAY:					6,242.42	6,242.42	
Total GENERAL:					6,242.42	6,242.42	
Total EQUIPMENT REPLACEMENT FUND:					6,242.42	6,242.42	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.299 OTHER CONTRACTUAL SERVICES							
3001	COMMONWEALTH EDISON-REC BLDG	TSRA 0667242327	0	TEMP SERV REQ AGREEMENT 5/24-8/30/24	2,650.15	2,650.15	05/20/2024
Total 67.502.02.299 OTHER CONTRACTUAL SERVICES:					2,650.15	2,650.15	
67.502.02.401 CAPITAL OUTLAY							
11835	LRS LLC	PS599900	35011	LIONS REC CENTER PORTABLE RESTROOMS 05/0	700.00	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					700.00	.00	
Total GENERAL:					3,350.15	2,650.15	
Total BUILDING IMPROVEMENTS FUND:					3,350.15	2,650.15	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.10.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	0324524	0	JACKSON POND DESIGN ENGINEERING	10,231.87	.00	
Total 68.502.10.292 ENGINEERING SERVICES:					10,231.87	.00	
Total GENERAL:					10,231.87	.00	
Total STORMWATER BUYOUT FUND:					10,231.87	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIE	24-VP04	0	PRODUCTION SVCS UTIL BILL RUN#4 2024	208.35	.00	
192	DUPAGE COUNTY RECORDER	40564316	0	W,S,G LIENS/RELEASES	114.00	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					322.35	.00	
82.502.02.220 UTILITY - GAS							
765	NICOR GAS	00-94-81-1000 2 4/2	0	WTR/SWR;4/3-5/3/24	203.35	.00	
765	NICOR GAS	28-55-16-5989-0 4/2	0	CENTRAL STN;4/3-5/3/24	80.51	.00	
765	NICOR GAS	35-02-64-0936 3 4/2	0	1260 S CORNELL;4/8-5/8/24	142.85	.00	
Total 82.502.02.220 UTILITY - GAS:					426.71	.00	
Total GENERAL:					749.06	.00	
Total WATER SUPPLY FUND:					749.06	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIE	24-VP04	0	PRODUCTION SVCS UTIL BILL RUN#4 2024	208.35	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					208.35	.00	
83.502.02.220 UTILITY - GAS							
765	NICOR GAS	03-36-92-1882	5 4/2	0 GENERATOR STN;4/3-5/3/24	57.16	.00	
765	NICOR GAS	27-37-06-3955	4 4/2	0 NORTH & YALE LFT;4/3-5/3/24	44.83	.00	
765	NICOR GAS	29-10-59-0000	4 4/2	0 WET WEATHER;4/3-5/3/24	757.95	.00	
765	NICOR GAS	52-91-90-1082	8 4/2	0 NATH LIFT STN;4/4-5/6/24	43.71	.00	
Total 83.502.02.220 UTILITY - GAS:					903.65	.00	
83.502.02.292 ENGINEERING SERVICES							
6007	RJN GROUP INC	38270108	0	2023 SANITARY SEWER MASTER PLAN UPDATE	21,092.75	.00	
Total 83.502.02.292 ENGINEERING SERVICES:					21,092.75	.00	
Total GENERAL:					22,204.75	.00	
Total WASTEWATER FUND:					22,204.75	.00	
Grand Totals:					338,346.50	17,068.57	

	<u>Amount Paid</u>
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	<u>478.49</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>150,778.22</u>
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	<u>438.75</u>
RECREATION FUND	
Total RECREATION FUND:	<u>1,089.77</u>
PARKS FUND	
Total PARKS FUND:	<u>695.41</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>107.55</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>141,980.06</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>6,242.42</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>3,350.15</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>10,231.87</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>749.06</u>

	<u>Amount Paid</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>22,204.75</u>
Grand Totals:	<u><u>338,346.50</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 5/22/24 APPROVED BY Charles Howard
M. H. H.

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0528","0528","0517 INT","0520 INT"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on June 10, 2024

Covering weekly check runs dated for:

June 3, 2024/CY24..... \$242,735.19

1 of 1

Report Criteria:
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0603","0528 INT","0529 INT"
Invoice.Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.40002 PERS PROP REPLACEMENT TAXES							
10834	VILLA PARK PUBLIC LIBRARY	MAY 2024 PPRT	0	TO REIMBURSE PPRT - MAY 2024	24,249.59	.00	
Total 10.40002 PERS PROP REPLACEMENT TAXES:					24,249.59	.00	
10.42070 ADMINISTRATIVE TOWING FEES							
12937	ILLINOIS STATE POLICE	5-28-24	0	DC#20MR289/VPPD#VPPC2000552	1,500.00	.00	
Total 10.42070 ADMINISTRATIVE TOWING FEES:					1,500.00	.00	
Total :					25,749.59	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.202 TRAINING & CONFERENCES							
325	DUPAGE MAYORS & MANAGERS CON	12087A	0	SPRINGFIELD DRIVE DOWN 2024	780.00	.00	
Total 10.511.00.202 TRAINING & CONFERENCES:					780.00	.00	
10.511.00.211 LEGAL SERVICES							
7835	STORINO RAMELLO & DURKIN	91402	0	LEGAL SERVICES G.O. TAX BONDS, SERIES 2023	6,500.00	.00	
Total 10.511.00.211 LEGAL SERVICES:					6,500.00	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
13073	OTTOSEN DINOLFO	6413	0	APRIL HEARING COURT	1,057.50	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					1,057.50	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
11547	CCVP	2024LYND	0	LOVE YOUR NEIGHBOR DAY CONTRIBUTION 2024	2,000.00	.00	
10435	CIVICPLUS LLC	304148	0	CIVICPLUS ANNUAL MUNICODE ONLINE HOST	359.00	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					2,359.00	.00	
10.511.00.303 DUES & PUBLICATIONS							
325	DUPAGE MAYORS & MANAGERS CON	12063A	0	2024-2025 MEMBERSHIP DUES	20,575.70	.00	
9824	METROPOLITAN MAYORS CAUCUS	2023-260	0	2022-23 MEMBERSHIP DUES	1,001.84	.00	
Total 10.511.00.303 DUES & PUBLICATIONS:					21,577.54	.00	
10.511.00.666 VIDEO PRODUCTION COMMISSION							
9010	FULL COMPASS SYSTEMS LTD	INC02507561	0	SMALL EQUIPMENT MIC CLIP CORDS	293.82	.00	
Total 10.511.00.666 VIDEO PRODUCTION COMMISSION:					293.82	.00	
Total PUBLIC AFFAIRS:					32,567.86	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST	202276174	5/24	0 INTERNET SERVICE; 5/15-6/14/24	1,304.40	.00	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					1,304.40	.00	
10.512.01.270 MAINT OF OFFICE EQUIPMENT							
6150	DELL MARKETING LP	10748067897		0 OPTIPLEX 7010 MICRO COMPUTERS	17,443.20	.00	
6150	DELL MARKETING LP	10748463059		0 LAPTOPS, DOCKS, MONITORS	5,099.58	.00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					22,542.78	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
10435	CIVICPLUS LLC	304148		0 CIVIC CLERK SOFTWARE	2,965.16	.00	
10435	CIVICPLUS LLC	304148		0 ARCHIVE SOCIAL	4,941.21	.00	
10435	CIVICPLUS LLC	304148		0 CIVICPLUS SUBSCRIPTION 6/1/25-8/31/25	2,294.16	.00	
12951	COMCAST	8771200090589157		0 EQUIPMENT SERIAL C863FCA24795	150.00	.00	
6150	DELL MARKETING LP	10748758668		0 WARRANTY UPGRADE	253.74	.00	
6942	IMAGETREND INC	108091		0 ELITE FIRE AGENCY VALIDATION ANNUAL FEE	1,194.05	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					11,798.32	.00	
Total MANAGER:					35,645.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES							
7073	MWM CONSULTING GROUP	320316	0	GASB # 67/65 ACTUARIAL REPORT AS OF 12-31-24	7,000.00	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					7,000.00	.00	
10.513.00.317 OFFICE SUPPLIES							
7523	RUNCO OFFICE SUPPLY	940130-0	0	PENS	12.98	.00	
Total 10.513.00.317 OFFICE SUPPLIES:					12.98	.00	
Total FINANCE:					7,012.98	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.202 TRAINING & CONFERENCES							
518	ILLINOIS CITY COUNTY	5310	0	JOB POSTING - CED PLANNER	50.00	.00	
Total 10.514.00.202 TRAINING & CONFERENCES:					50.00	.00	
Total COMMUNITY DEVELOPMENT:					50.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00919437 5/24	0	COPIERS/PRINTERS LEASE; 6/5-7/4/24	2,605.81	.00	
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:					2,605.81	.00	
Total CENTRAL SERVICES:					2,605.81	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES							
13914	KINSALE CONTRACTING GROUP INC	16154	0	VH INSULATION ABATEMENT	2,300.00	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					2,300.00	.00	
Total BUILDINGS & GROUNDS:					2,300.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.299 OTHER CONTRACTUAL SERVICES							
13965	LANGTON GROUP	59126	0	METRA LANDSCAPING SERVICE	2,131.00	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					2,131.00	.00	
Total COMMUTER PARKING LOT:					2,131.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION	4193639142	0	FLT UNIFORMS MATS TOWELS	67.87	.00	
Total 10.518.00.215 SHOP SERVICES:					67.87	.00	
10.518.00.308 ENGINE OIL							
10539	HERITAGE CRYSTAL CLEAN LLC	18698153	0	USED OIL PICK UP, FLEET	43.75	.00	
Total 10.518.00.308 ENGINE OIL:					43.75	.00	
Total GARAGE:					111.62	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
10002	HAIMANN, ERIC	5-13-24	0	TRNG-MEALS REIMBURSE DET HAIMANN	19.95	.00	
6425	KRUPICZOWICZ, JAMES	5-23-24	0	MEAL REIMBURSEMENT -STAFF & COMMAND SCH	592.03	.00	
763	NORTH EAST MULTI-REGIONAL	353653	0	TRAINING-SGT PAGAN & SVARA ADV LEO DRIVING	750.00	.00	
763	NORTH EAST MULTI-REGIONAL	353736	0	TRAINING-KEVIN POLLACK HIGH RISK STOP/TAK	50.00	.00	
6571	PAGAN, JOSE	5-14-24	0	MEAL REIMBURSEMENT -TRAINING	36.40	.00	
6571	PAGAN, JOSE	5-22-24	0	MEAL REIMBURSEMENT FOR STAFF & COMMAND	599.27	.00	
6572	SVARA, JAMES	5-28-24	0	MEAL REIMBURSEMENT STOPS TRAINING	84.85	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:					2,132.50	.00	
10.520.01.299 OTHER CONTRACTUAL SERVICES							
10577	SHAUGHNESSY, KEVIN W	20240088	0	POLYGRAPH TESTING SVCS FOR PT OFC APPLIC	250.00	.00	
10577	SHAUGHNESSY, KEVIN W	20240090	0	POLYGRAPH TESTING SVCS	500.00	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					750.00	.00	
10.520.07.271 MAINT OF RADIO EQUIPMENT							
3056	LUND INDUSTRIES INC	105148	0	RADIO BRACKET FOR CAR 188	45.00	.00	
Total 10.520.07.271 MAINT OF RADIO EQUIPMENT:					45.00	.00	
10.520.07.301 UNIFORMS							
782	O'HERRON CO INC, RAY	2343065	0	PD EMBROIDED PATCH FOR ADMIN	24.99	.00	
Total 10.520.07.301 UNIFORMS:					24.99	.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES							
13793	CELLEBRITE INC	INVUS270350	0	CELL PHONE 'DUMP' SOFTWARE FOR INVESTIGAT	9,700.00	.00	
307	DUMEG	4-17-24	0	FAIR SHARE CONTRIBUTION FY2025	20,280.00	.00	
1177	EQUIFAX INFORMATION SVCS LLC	2060428366	0	CREDIT REPORT APRIL 18-MAY 17, 2024	30.00	.00	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					30,010.00	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
13508	WOSCONS-SOIL, TAYLOR	5-23-24	0	2024 SPECIAL OLYMPICS COP ON TOP OF A ROOF	2,720.00	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					2,720.00	.00	
Total POLICE:					35,682.49	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13205	KUUSAKOSKI US LLC	A-12212	0	SPRING SWEEP	1,283.67	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					1,283.67	.00	
Total GARBAGE:					1,283.67	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00919437 5/24	0	COPIERS/PRINTERS LEASE; 6/5-7/4/24	178.48	.00	
Total 10.525.01.270 MAINT OF OFFICE EQUIPMENT:					178.48	.00	
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246055 4/202	0	1 S CENTRAL LITE RT/25; 4/12-5/10/24	367.83	.00	
13411	AEP ENERGY	3017246066 4/202	0	0 E WISCONSIN AVE; 4/19-5/20/24	9,001.55	.00	
13411	AEP ENERGY	3017246077 4/202	0	118 S VILLA AVE; 4/11-5/10/24	56.18	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					9,425.56	.00	
Total STREET:					9,604.04	.00	
Total CORPORATE FUND:					154,744.56	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
19.520.01.212 LEGAL SERVICES - POLICE DUI							
434	SMITH & FULLER	6858	0	LEGAL SVCS-APRIL 2024	1,894.05	.00	
Total 19.520.01.212 LEGAL SERVICES - POLICE DUI:					1,894.05	.00	
Total POLICE:					1,894.05	.00	
Total DUI TECHNOLOGY FUND:					1,894.05	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
26.502.01.299 OTHER CONTRACTUAL SERVICES							
13965	LANGTON GROUP	59126	0	ARDMORE AVE BEDS & BRIDGE	840.00	.00	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:					840.00	.00	
Total GENERAL:					840.00	.00	
Total TIF 6 FUND-NO ARDMORE/VERMONT:					840.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
34.502.02.401 CAPITAL OUTLAY							
12408	LUCAS LANDSCAPE AND DESIGN	15435	0	PLAYGROUND MULCH WITH INSTALL	4,360.00	.00	
Total 34.502.02.401 CAPITAL OUTLAY:					4,360.00	.00	
Total GENERAL:					4,360.00	.00	
Total NEDSRA FUND:					4,360.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.210508 ESCROW: REC RENTAL DEPOSITS							
13972	MOORE, SHELLY	68968116	0	SECURITY DEPOSIT REFUND	166.25	.00	
Total 35.210508 ESCROW: REC RENTAL DEPOSITS:					166.25	.00	
35.44403 FALL/WNTR/SPRG PROGRAM REV							
13973	MCLEAN, ELIZABETH	68918751	0	TRIP CANCELLED	18.00	.00	
Total 35.44403 FALL/WNTR/SPRG PROGRAM REV:					18.00	.00	
Total :					184.25	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.205 POSTAGE							
677	POSTMASTER	5/15/24	0	POSTAGE FOR GOLDEN TIMES	400.00	400.00	05/28/2024
Total 35.502.01.205 POSTAGE:					400.00	400.00	
35.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00919437 5/24	0	COPIERS/PRINTERS LEASE; 6/5-7/4/24	285.57	.00	
5067	GFC LEASING	I00919437 5/24	0	COPIERS/PRINTERS LEASE; 6/5-7/4/24	307.16	.00	
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:					592.73	.00	
35.502.01.295 SUMMER FESTIVAL							
13781	BOUNCE HOUSES R US LLC	41565	10024	SUMMER FESTIVAL INFLATABLES DEPOSIT	3,678.24	3,678.24	05/29/2024
Total 35.502.01.295 SUMMER FESTIVAL:					3,678.24	3,678.24	
35.502.01.317 OFFICE SUPPLIES							
1818	GARVEY'S OFFICE PRODUCTS	PINV2561654	0	ICC OFFICE SUPPLIES	44.97	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					44.97	.00	
35.502.35.297 OFFICIATING SERVICES							
1224	ADDISON PARK DISTRICT	2023-20	0	CY23 SUMMER YOUTH BASKETBALL REFEREE SE	271.60	.00	
Total 35.502.35.297 OFFICIATING SERVICES:					271.60	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES							
13414	SANSONE, ANTHONY	06.06.24	10024	06.06.24 PETTY CASH - THURSDAY CONCERT	1,200.00	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:					1,200.00	.00	
35.502.36.204 TRANSPORTATION							
9652	FIRST STUDENT INC.	SF-146328	0	PRESCHOOL FIELD TRIP	540.00	.00	
Total 35.502.36.204 TRANSPORTATION:					540.00	.00	
35.502.36.281 RENTAL OF EQUIPMENT							
11835	LRS LLC	PS598661	0	CY24 SPRING YOUTH SOCCER TWIN LAKES PORT	510.00	.00	
Total 35.502.36.281 RENTAL OF EQUIPMENT:					510.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.36.299 OTHER CONTRACTUAL SERVICES							
13730	ADDISON ICE LLC	VPSRING-2024	0	CY24 CONTRACTUAL ICE SKATING LESSONS	217.50	.00	
12291	FAMBRO MANAGEMENT LLC	3005963	0	YOUTH CONTRACTED PROGRAM	378.00	.00	
9313	SKRYD, JACKIE	05/05/24	0	CY24 ADULT WOMEN'S VOLLEYBALL REFEREE AS	477.00	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					1,072.50	.00	
Total GENERAL:					8,310.04	4,078.24	
Total RECREATION FUND:					8,494.29	4,078.24	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00919437 5/24	0	COPIERS/PRINTERS LEASE; 6/5-7/4/24	142.78	.00	
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:					142.78	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
13965	LANGTON GROUP	59126	0	NORTH AVE, FD 81, FD 82, GW TRAIL BEDS	1,140.00	.00	
13831	UPLAND DESIGN LTD	24-1263-01	35012	LIONS PARK DESIGN DEVELOPMENT	11,530.00	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					12,670.00	.00	
36.502.02.318 PLAYGROUND EQUIPMENT PARTS							
12408	LUCAS LANDSCAPE AND DESIGN	15435	0	PLAYGROUND MULCH WITH INSTALL	4,360.00	.00	
5606	TEAM REIL INC	24374	0	TWIN LAKES AND WILLOWBROOK PARKS PARTS	5,895.00	.00	
Total 36.502.02.318 PLAYGROUND EQUIPMENT PARTS:					10,255.00	.00	
Total GENERAL:					23,067.78	.00	
Total PARKS FUND:					23,067.78	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
4395	CAR REFLECTIONS	24-111	0	COMPLETE STRIPE PACKAGE-DURANGO #189	925.00	.00	
4395	CAR REFLECTIONS	24-112	0	COMPLETE STRIPE PACKAGE DURANGO #195	925.00	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					1,850.00	.00	
65.502.02.402 NON-CAPITAL OUTLAY							
4395	CAR REFLECTIONS	24-110	0	FIRE O81 CAR STICKERS	975.00	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:					975.00	.00	
Total GENERAL:					2,825.00	.00	
Total EQUIPMENT REPLACEMENT FUND:					2,825.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
13602	ECS MIDWEST LLC	1166785	35011	LIONS REC CENTER SOILS TESTING THROUGH 04	3,185.00	.00	
12678	IPS WATERSLIDES INC	240014	0	INTERIOR TOP COATING OF WATERSLIDE SURFA	9,250.00	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					12,435.00	.00	
67.502.02.402 NON-CAPITAL OUTLAY							
12943	INDUSTRIAL DOOR COMPANY OF CHI	122229	0	DOOR REPLACEMENT AT FIRE STATION 81; SOUT	2,790.00	.00	
12943	INDUSTRIAL DOOR COMPANY OF CHI	122229	0	DOOR REPLACEMENTS AT FIRE STATION 81; INTE	8,970.00	.00	
12943	INDUSTRIAL DOOR COMPANY OF CHI	122229	0	PANIC BARS, MATERIAL AND LABOR	2,700.00	.00	
Total 67.502.02.402 NON-CAPITAL OUTLAY:					14,460.00	.00	
Total GENERAL:					26,895.00	.00	
Total BUILDING IMPROVEMENTS FUND:					26,895.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00919437 5/24	0	COPIERS/PRINTERS LEASE; 6/5-7/4/24	178.48	.00	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:					178.48	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST	202276174 5/24	0	INTERNET SERVICE; 5/15-6/14/24	34.33	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					34.33	.00	
82.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421024 4/202	0	CORNELL PUMP STN; 4/11-5/10/24	1,003.99	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:					1,003.99	.00	
82.502.02.399 OTHER SUPPLIES							
1135	ZIEBELL WATER SERVICE	265597-000	0	HYDRANT OIL	270.00	.00	
Total 82.502.02.399 OTHER SUPPLIES:					270.00	.00	
Total GENERAL:					1,486.80	.00	
Total WATER SUPPLY FUND:					1,486.80	.00	

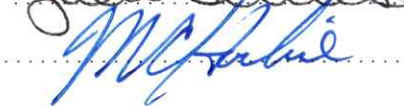
Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100919437 5/24	0	COPIERS/PRINTERS LEASE; 6/5-7/4/24	178.48	.00	
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:					178.48	.00	
83.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST	202276174 5/24	0	INTERNET SERVICE; 5/15-6/14/24	34.33	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					34.33	.00	
83.502.01.402 NON-CAPITAL OUTLAY							
6150	DELL MARKETING LP	10748067897	0	OPTIPLEX 7010 MICRO COMPUTERS	3,792.00	.00	
6150	DELL MARKETING LP	10748463059	0	DELL 7010 TOWER PC (2)	2,408.56	.00	
Total 83.502.01.402 NON-CAPITAL OUTLAY:					6,200.56	.00	
83.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421013 4/202	0	WWFTF ; 4/11-5/14/24	3,064.34	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					3,064.34	.00	
83.502.02.224 PERMIT FEE REIMBURSEMENT							
13971	YOUNG, WILLIAM	642 N MICHIGAN -	0	PERMIT FEE REIMB	300.00	.00	
Total 83.502.02.224 PERMIT FEE REIMBURSEMENT:					300.00	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES							
4913	FLOW TECHNICS	000010894	0	15 POINT INSPECTION OF 7 LIFT STATIONS	4,850.00	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					4,850.00	.00	
83.502.02.401 CAPITAL OUTLAY							
13971	YOUNG, WILLIAM	642 N MICHIGAN -	0	642 N MICHIGAN - SEWER REIMB	3,500.00	.00	
Total 83.502.02.401 CAPITAL OUTLAY:					3,500.00	.00	
Total GENERAL:					18,127.71	.00	
Total WASTEWATER FUND:					18,127.71	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Grand Totals:					242,735.19	4,078.24	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>154,744.56</u>
DUI TECHNOLOGY FUND	
Total DUI TECHNOLOGY FUND:	<u>1,894.05</u>
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	<u>840.00</u>
NEDSRA FUND	
Total NEDSRA FUND:	<u>4,360.00</u>
RECREATION FUND	
Total RECREATION FUND:	<u>8,494.29</u>
PARKS FUND	
Total PARKS FUND:	<u>23,067.78</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>2,825.00</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>26,895.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>1,486.80</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>18,127.71</u>
Grand Totals:	<u><u>242,735.19</u></u>

Amount Paid

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 5-129/24 APPROVED BY 

.....

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0603","0528 INT","0529 INT"



VILLAGE OF VILLA PARK

Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

May 20, 2024

7:00 PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky

Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON MAY 20, 2024

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance and said the prayer.

3. Amendments to the Agenda.

4. Public Comments on Agenda Items.

Resident Cheryl Tucker referred to Item 10.b. and expressed her concern for issuing the Class AAA liquor license to the new Mortadeli business at 357 S. Ardmore Avenue.

Maryann Delulio, Mortadeli business owner, provided additional information on the business and the reason for requesting the Class AAA liquor license.

5. Public Comments on Non-Agenda Items

There were no participants.

6. Proclamation.

7. Presentation.

8. Appointment to Commission.

9. Consent Agenda.

9.a. Bill Listing from the Week of May 13, 2024 in a Total Amount of \$1,168,982.88.

9.b. Approval of the Minutes of May 13, 2024 Committee of the Whole and Village Board of Trustees Meetings.

Motion to approve Consent Agenda was made by Trustee Corkery and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Alfano, Cordova, Kozar, Corkery, Kumar and President Cuzzone. There were no nays. Motion carried.

10. Ordinances for First Reading.

10.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 3-313 (a) of the Municipal Code of the Village of Villa Park in Order to Increase by One (1) the Maximum Number of Liquor Licenses Under the Class EEE Liquor License Classification.

The business at 100 E. Roosevelt Road, Number 18, is changing ownership and will be sold to Heng Huang and Zengrong Tan, owners of RH 2024, LLC. Tong's Tiki Hut currently holds a Class EEE license that will be eliminated upon the sale or closing of the business per Village Code. When that license is eliminated, there will be no available Class EEE liquor licenses, so the Village will need to adopt the attached ordinance to allow for this liquor license.

Motion to waive first reading for Items 10.a through d was made by Trustee Corkery and seconded by Trustee Cordova. Roll call vote tallied five (5) ayes made by Trustees Kumar, Cordova, Patrick, Corkery and Kozar and two (2) nays made by Trustee Alfano and President Cuzzone. Motion carried.

Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Corkery. Trustee Patrick thanked the owner of Mortadeli for attending the meeting and providing additional information. Manager Harline provided additional information on the owners for Items 10.a through d. Some discussion ensued on liquor licenses. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Kumar, Kozar, Alfano, Corkery, Cordova and President Cuzzone. There were no nays. Motion carried.

10.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park to Increase the Maximum Number of Licenses Permitted Under the Class AAA Liquor License.

The business at 357 S. Ardmore Avenue is requesting a Class AAA license to sell beer and wine only for consumption on the premises and for sale of beer and wine only in original packages for consumption off the premises. There are currently no available Class AAA liquor licenses, so the Village will need to adopt the attached ordinance to allow for this liquor license. With this new license, there will be three (3) total Class AAA licenses.

Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Corkery, Kozar, Kumar, Alfano, Patrick, Cordova and President Cuzzone. There were no nays. Motion carried.

10.c. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park to Increase by Two (2) the Maximum Number of Licenses Permitted Under the Class A Liquor License Classification.

This ordinance will replace two (2) Class A liquor licenses that will be eliminated upon the closing or sale of Ultimate Lounge and Fuel. There will continue to be four (4) total Class A liquor licenses that authorize the sale at retail of alcoholic liquors for consumption on the premises describe in the licenses, but no sales of any alcoholic beverages for consumption off the premises. The Liquor Commissioner may approve this license, pending the completion of a satisfactory background check and full submission of the liquor license application and supporting materials.

Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Alfano. Trustee Kozar provided additional information on the sale of Fuel. Roll call vote tallied six (6) ayes made by Trustees Cordova, Corkery, Kumar, Patrick, Alfano and President Cuzzone. There were no nays. Trustee Kozar recused himself. Motion carried.

10.d. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park in Order to Increase by One (1) the Maximum Number of Liquor Licenses Under the Class B Liquor License Classification.

This ordinance will replace a Class B that will be eliminated upon the closing or sale of Foremost Liquors at 536 West St. Charles Road. There will continue to be seven (7) total Class B licenses. The Liquor Commissioner may issue this license upon completion of a satisfactory background check and full submission of the liquor license application and supporting materials.

Motion to approve the ordinance was made by Trustee Kumar and seconded by Trustee Corkery. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Alfano, Patrick, Corkery, Cordova, Kumar, Kozar and President Cuzzone. There were no nays. Motion carried.

11. Ordinance for Second Reading.

12. Ordinances.

12.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Variation for a Minimum Side Yard Setback for the Property Located at 24 E. Monroe Street, Villa Park.

This ordinance approves Petition PZ-24-08 for a variation to allow a home into the minimum 6.0-foot interior side yard setback for a 4.0-foot setback located at 24 E. Monroe Street. Planning and Zoning Commission recommended approval by a vote of 8-0.

Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Kozar, Alfano, Cordova, Kumar, Patrick, Corkery and President Cuzzone. There were no nays. Motion carried.

13. Resolutions.

13.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement Between the Village of Villa Park, DuPage County, Illinois, and Aqua Pure Enterprises of Romeoville, Illinois, for the Installation and Construction of a PVC Membrane Pool Liner System at Jefferson Pool in an Amount Not to Exceed \$180,500.

This resolution authorizes the Village President to enter into an agreement with Aqua Pure Enterprises of Romeoville, Illinois, to install the new PVC Membrane Pool Liner System at Jefferson Pool as described in Exhibit A, in an amount not to exceed \$180,500. Funds have been budgeted in the 2024 Building Improvement Fund operating budget, account number 67.502.02.401. Staff recommends approval of the resolution.

Motion to approve the resolution was made by Trustee Cordova and seconded by Trustee Patrick. Discussion ensued on future plan for the pool. Parks and Recreation Director Gola provided additional details on the status of the pool and when the pool liner will be installed. He also responded to questions from the Board. Brian Roche, Assistant Director of Parks, Recreation and Fleet, provided additional information on the pool liner. Trustee Cordova commented on the work done on a Master Plan for parks and recreation by the Parks and Recreation Advisory Commission. Roll call vote tallied seven (7) ayes made by Trustees Alfano, Corkery, Cordova, Kumar, Patrick, Kozar and President Cuzzone. There were no nays. Motion carried.

14. Unfinished Business.

14.a. Naming of the Recreation Center.

The Parks and Recreation Advisory Commission (PRAC) discussed the naming of the recreation center at the PRAC monthly meeting held on April 9, 2024. A recommendation to the Board of Trustees was made for consideration at the April 22, 2024 Board meeting. The Board of Trustees requested the Village solicit additional community input which was done between April 24 and May 12, via social media. After reviewing the survey results, the PRAC, by a vote of 6-1, made a second recommendation to the Board of Trustees to name the new recreation building "Villa Park Recreation Center".

Discussion ensued on the recommendation from the Parks and Recreation Advisory Commission based on the survey results. Assistant Villager Manager McVey provided additional details on the survey and responded to questions from the Board. Director Gola also responded to questions from the board regarding the survey. Consensus of the Board was to accept the recommendation from the Parks and Recreation Advisory Commission and name the new building Villa Park Recreation Center. Director Gola provided additional information on the location of the signage for the building.

15. New Business.

15.a. Discussion on Proposed Liquor License for Bharat Krupa, DBA Villa Park BP Located at 350 E. North Avenue, Villa Park, Illinois. Some discussion ensued. Consensus of the Board was to approve a liquor license once the owner completes the background check.

16. Village Commission Reports.

16.a. Environmental Concerns Commission including the Bike, Pedestrian and Transit Subcommittee
Acceptance of the March 28, 2024 minutes.

16.b. Environmental Concerns Commission including the Bike, Pedestrian and Transit Subcommittee
Acceptance of the amended February 22, 2024 minutes.

16.c. Community F.U.N. Commission
Acceptance of the March 26, 2024 minutes.

16.d. Parks and Recreation Advisory Commission
Acceptance of the April 9, 2024 minutes.

17. Village Clerk's Report.

Clerk Korynecky had no report or recommendations.

18. Village Trustees' Report.

Trustee Patrick referred to the recent Cop on the Roof fundraiser event and thanked the first responders. Police Chief Rivas said \$4,091 was donated but residents can still contribute by contacting Detective Gene Marino at the Police station.

Trustee Cordova had no report or recommendations.

Trustee Kozar referred to the upcoming Memorial Day and asked residents to be safe and act responsibly. Trustee Alfano congratulated the officers at the Cop on the Roof event. She reminded residents of the Memorial Day program at Cortesi Park and the Kites and Kicks event on June 9. Trustee Kumar referred to the upcoming Summer Festival event on June 22 and reminded residents of the summer concerts planned throughout the summer. Trustee Corkery had no report or recommendations.

19. Village President's Report.

President Cuzzone referred to the recent Spring Sweep event and thanked all the volunteers who helped. He announced the VFW Memorial Day program at 11 a.m. at Cortesi Park and the first summer concert at Cortesi Park on June 5 at 6:30 p.m. He said he attended a press conference at Elmhurst University to show support for increasing the Local Government Distributive Fund. He asked residents to contact local state representatives and ask them to vote in favor of increasing the LGDF.

20. Village Manager's Report.

Manager Harline said the Board is invited to a walk-through at the new recreational facility at 6 p.m. on June 10 as part of the Committee of the Whole meeting. He also thanked all the volunteers that helped at Spring Sweep.

21. Executive Session.

22. Adjournment.

Motion to adjourn was made by Trustee Cordova and seconded by Trustee Kumar. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 8:38 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on June 10, 2024.



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: June 10, 2024
SUBJECT: An Ordinance Amending the Village Code Section 5-104 - Keeping poultry, cattle, etc

RECOMMENDED ACTION:

This is the first reading of an Ordinance that will make minor amendments to the Village Code Section 5-104 - Keeping poultry. The primary reason for amending this section is to eliminate the maximum number of licenses allowed at onetime, which is currently 50. Staff recommends passage of the ordinance after two readings.

BACKGROUND:

In May 2019 the Village Board authorized a pilot program for the keeping of chickens on residential lots. The program was codified in February 2021 under Ordinance 4202. The program has been successful and we now have a waiting list of people wishing to raise chickens (hens only).

DISCUSSION:

Currently, the Village has issued all 50 Hen Licenses and has additional properties that want to participate in the program. The Community and Economic Development office manages this program and has determined that all 50 licenses are actively being used. There are measures in place to mitigate any impact on neighboring properties which are working when followed.

Ordinance No. _____

**AN ORDINANCE AMENDING SECTION 5-104 OF CHAPTER 5
OF THE VILLA PARK MUNICIPAL CODE REGARDING
THE KEEPING OF POULTRY, CATTLE, ETC.**

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the corporate authorities of the Village deem it to be in the best interest of the Village and its residents to amend Section 5-104 entitled “Keeping poultry, cattle, etc.”, of Chapter 5, entitled “Animals and Fowl” of the Villa Park Municipal Code in order to eliminate the maximum number of licenses to have hens in the Village and to require an annual inspection of a licensed property prior to issuance of a renewal license.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

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

Section 2: That Section 5-104 entitled “Keeping poultry, cattle, etc.”, of Chapter 5, entitled “Animals and Fowl” of the Villa Park Municipal Code, is hereby amended as set forth in Exhibit A, attached hereto and made a part hereof.

Section 3: This Ordinance shall be in full force and effect upon its passage, approval, and publication in the manner as provided by law.

Passed this _____ day of _____, 2024.

AYES: _____
NAYS: _____
ABSENT: _____

Approved this _____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Published in pamphlet form:
_____, 2024

Ordinance No: _____

EXHIBIT A

Sec. 5-104. - Keeping poultry, cattle, etc.

(a) It shall be unlawful for any person to maintain any stable or poultry yard, or place for the housing of any poultry, cattle, horses, pigs or goats or similar animals, or to house any such animals in the village, unless as permitted pursuant to (b) below.

(b) It shall be unlawful for any person to raise, harbor or keep chickens (hens) on residential lots containing a minimum of six thousand (6,000) square feet unless in compliance with the following regulations:

(1) A minimum of two (2) and a maximum of six (6) hens shall be permitted on properties zoned and occupied for single-family residential uses.

(2) All hens shall be kept within a covered enclosure/structure with an attached covered/enclosed outdoor area to prevent hens from encroaching onto neighboring properties.

(3) An outdoor area minimum of four (4) square feet per hen will be required and a maximum of one hundred (100) square feet will be permitted for both the covered enclosure/structure and outdoor area.

(4) All enclosures/structures shall be located a minimum of ten (10) feet from all lot lines and may be mobile.

(5) The structure shall contain insulated walls and/or an insulated blanket shall cover the structure during the winter months.

(6) All hens and enclosures/structures shall be kept/located ~~in a rear yard~~ only.

(7) All areas where hens are kept shall be clean and well maintained with little to no accumulation of waste. In addition, all areas where hens are kept shall not produce or cause odors that are detectable on adjacent properties.

(8) Roosters are prohibited.

(9) No slaughtering.

(10) No other poultry, including, but not limited to, geese, ducks and turkeys shall be kept on the property.

(11) ~~An initial~~ building permit shall be required for all permanent enclosures/structures associated with the keeping of hens. A building inspection/approval is required prior to obtaining a hen license.

Ordinance No: _____

(12) A hen license issued by the Village of Villa Park with a one-time fee of fifty dollars (\$50.00) shall be required prior to purchasing the hens. A renewal license shall be required each year thereafter, with no additional fee.

~~(13) An annual inspection of the property is required prior to issuance of a renewal license.~~

~~(13) A maximum of fifty (50) residential zoning lots will be licensed to have hens in the village at one time.~~

(Ord. No. 100, § 1, 12-18-22; Ord. No. [4202](#), § 1, 2-22-21)

Sec. 5-104. - Keeping poultry, cattle, etc.

(a) It shall be unlawful for any person to maintain any stable or poultry yard, or place for the housing of any poultry, cattle, horses, pigs or goats or similar animals, or to house any such animals in the village, unless as permitted pursuant to (b) below.

(b) It shall be unlawful for any person to raise, harbor or keep chickens (hens) on residential lots containing a minimum of six thousand (6,000) square feet unless in compliance with the following regulations:

(1) A minimum of two (2) and a maximum of six (6) hens shall be permitted on properties zoned and occupied for single-family residential uses.

(2) All hens shall be kept within a covered enclosure/structure with an attached covered/enclosed outdoor area to prevent hens from encroaching onto neighboring properties.

(3) An outdoor area minimum of four (4) square feet per hen will be required and a maximum of one hundred (100) square feet will be permitted for both the covered enclosure/structure and outdoor area.

(4) All enclosures/structures shall be located a minimum of ten (10) feet from all lot lines and may be mobile.

(5) The structure shall contain insulated walls and/or an insulated blanket shall cover the structure during the winter months.

(6) All hens and enclosures/structures shall be kept/located in the rear yard only.

(7) All areas where hens are kept shall be clean and well maintained with little to no accumulation of waste. In addition, all areas where hens are kept shall not produce or cause odors that are detectable on adjacent properties.

(8) Roosters are prohibited.

(9) No slaughtering.

(10) No other poultry, including, but not limited to, geese, ducks and turkeys shall be kept on the property.

(11) ~~An initial~~ building permit shall be required for all permanent enclosures/structures associated with the keeping of hens. A building inspection/approval is required prior to obtaining a hen license.

(12) A hen license issued by the Village of Villa Park with a one-time fee of fifty dollars (\$50.00) shall be required prior to purchasing the hens. A renewal license shall be required each year thereafter, with no additional fee.

~~(13) An annual inspection of the property is required prior to issuance of a renewal license.~~

~~(13) A maximum of fifty (50) residential zoning lots will be licensed to have hens in the village at one time.~~

(Ord. No. 100, § 1, 12-18-22; Ord. No. [4202](#), § 1, 2-22-21)



MEMORANDUM

TO: Village Board of Trustees
FROM: Matthew Harline, Village Manager
DATE: June 10, 2024
SUBJECT: An Ordinance to Amend the Village Code Section 2-2908, Powers and Duties of the Community F.U.N. Commission

RECOMMENDED ACTION:

This Ordinance would amend the Village Code Chapter 2, Article XXIX, Section 2-2908 concerning the Powers and Duties of the Community F.U.N. (Focus on Unifying Neighbors) Commission (FUN Commission). The FUN Commission asked the Board of Trustees to consider adopting these changes and staff was directed to draft this ordinance by the Board at the regular meeting on May 11, 2024. Staff recommends the adoption of the ordinance.

BACKGROUND:

This Community F.U.N. (Focus on Unifying Neighbors) Commission (FUN Commission) seeks to redefine their mission and has made specific recommendations to the Board on how they would like to proceed. Those suggestions are attached as a "redline" edit to Section 2-2908 and an ordinance to enact those suggestions is also attached. The ordinance was drafted after the subject was discussed at the May 11 Board Meeting where the Board directed to draft such an ordinance. The FUN Commission began the transition from the Community Pride Commission in the summer of 2021. This Board would be approving the completion of this transition to a focus on planning events to bring the community together.

DISCUSSION:

The FUN Commission asked the Board of Trustees to approve the change in their Powers and Duties and a Mission Statement. This ordinance addresses the Powers and Duties. Since the decision by the Board was not to codify the Mission Statement, a separate motion should be made to approve the Mission Statement if the Board approves. This could be memorialized in the Commissioner Handbook or a separate document. The proposed Mission statement is: To promote friendship and to foster community spirit by providing opportunities for social, educational, and volunteer pursuits that support the Village of Villa Park.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
AMENDING THE VILLAGE CODE REGARDING MEMBERSHIP OF THE F.U.N.
(FOCUS ON UNIFYING NEIGHBORS) COMMISSION**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the “*Village*”) is a duly organized and validly existing non-home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

WHEREAS, pursuant to Section 2-2901 of Chapter 2, Article XXIX of the Villa Park Municipal Code, the F.U.N. (Focus on Unifying Neighbors) Commission (the “*Commission*”) was created; and,

WHEREAS, the Village Board has considered a request to amend the Village Code to amend the “Powers and Duties” of the Commission and is prepared to proceed as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That Chapter 2, Article XXIX of the Villa Park Municipal Code is hereby amended as follows:

A. That Section 2-2908 entitled “Power and Duties” of Chapter 2 of the Village of Villa Park Municipal Code, as previously adopted and subsequently amended, be and is hereby further repealed and amended to add thereto the following:

B. Section 2-2903(a) is further amended to read

“The village community F.U.N. commission shall have the following powers and duties:

(1) To prepare and recommend to the corporate authorities procedures for the planning, execution, and implementation of the intents and purposes of the commission.

(2) To solicit donations, either in cash, goods, or services, for the physical beautification and enhancement of the image of the village. Any cash received shall be paid to the village treasurer who shall segregate and deposit said moneys into a special line item account which shall be known as the Community F.U.N. Commission Account.

(3) To coordinate Community Events and to encourage volunteerism within the village.

Ordinance No.: _____

(4) To recommend to the corporate authorities activities which the commission believes will accomplish its intents and purposes.

(5) To prepare marketing materials to educate the citizens of the village concerning the goals and objectives of the commission.

(6) As the commission deems appropriate, to sponsor, and coordinate with other boards, commissions, community civic organizations, merchants' groups or associations.

(7) To encourage residents and businesses to participate in local events to unify neighbors.

(8) To undertake such other activities as will promote the goals and objectives of the commission.

Section 2: That all other ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2024

Ordinance No.: _____

Village President

Attest:

Village Clerk

Sec. 2-2908. - Powers and duties.

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)

The village community F.U.N. commission shall have the following powers and duties:

- (1) To prepare and recommend to the corporate authorities procedures for the planning, execution, and implementation of the intents and purposes of the commission.
 - (2) To solicit donations, either in cash, goods, or services, for the physical beautification and enhancement of the image of the village. Any cash received shall be paid to the village treasurer who shall segregate and deposit said moneys into a special line item account which shall be known as the Community F.U.N. Commission Account.
 - (3) To coordinate a volunteer program and to encourage volunteerism within the village.
 - (4) To recommend to the corporate authorities activities which the commission believes will accomplish its intents and purposes.
 - (5) To prepare pamphlets to educate the citizens of the village concerning the goals and objectives of the commission.
 - (6) As the commission deems appropriate, to sponsor, and coordinate with other boards, commissions, community civic organizations, merchants groups or associations, a village "Clean-Up Week."
 - (7) To encourage neighborhoods to work together through formation of homeowners' associations or neighborhood improvement groups.
 - (8) To undertake such other activities as will promote the goals and objectives of the commission.
- (Ord. No. 2350, § 8, 6-12-89; Ord. No. [4250](#), §§ 1C, 1D, 10-25-21)

Revised Request

Sec. 2-2908. - Powers and duties.

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)

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 - (3) To coordinate ~~a-volunteer-program~~Community Events and to encourage volunteerism within the village.
 - (4) To recommend to the corporate authorities activities which the commission believes will accomplish its intents and purposes.
 - (5) To prepare ~~pamphlets~~marketing materials to educate the citizens of the village concerning the goals and objectives of the commission.
 - (6) As the commission deems appropriate, to sponsor, and coordinate with other boards, commissions, community civic organizations, merchants groups or associations, ~~a-village-"Clean-Up Week."~~
 - (7) To encourage ~~neighborhoods-residents and businesses to work-participate in local events to unify neighbors. together-through formation of homeowners' associations or neighborhood improvement groups.~~
 - (8) To undertake such other activities as will promote the goals and objectives of the commission.
- (Ord. No. 2350, § 8, 6-12-89; Ord. No. [4250](#), §§ 1C, 1D, 10-25-21)

Current [Community F.U.N. Commission | Villa Park, IL - Official Website \(invillapark.com\)](http://Community.F.U.N.Commission|VillaPark,IL-OfficialWebsite(invillapark.com))

Duties

Powers and duties include soliciting donations for the physical beautification and enhancement of the image of the village, coordinate a volunteer program and encourage volunteerism, recommend activities which will accomplish its intents and purposes, prepare pamphlets concerning its goals and objectives, sponsor and coordinate a village "Clean-Up Week," and encourage neighborhoods to work together through formation of homeowners' associations, or neighborhood improvement groups.

Revised Request

Duties

Powers and duties include soliciting donations for the physical beautification and enhancement of the image of the village, coordinate ~~a volunteer program~~ community events and encourage volunteerism, recommend activities which will accomplish its intents and purposes, prepare ~~pamphlets~~ marketing materials concerning its goals and objectives, ~~sponsor and coordinate a village "Clean-Up Week,"~~ and encourage neighborhoods residents and businesses to ~~work together~~ participate in local events to unify neighbors. ~~through formation of homeowners' associations, or neighborhood improvement groups.~~



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: June 10, 2024

SUBJECT: An Ordinance Amending the Village Code to Prohibit the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or By Any Other Method within the Corporate Limits of the Village of Villa Park

RECOMMENDED ACTION:

This Ordinance Amends the Village Code to prohibit the use of groundwater as a potable water supply by the installation or use of water wells for potable water or extracting potable water from groundwater by any other method within the Corporate Limits of the Village of Villa Park. This ordinance exempts properties who have such wells in the Corporate in existence prior to the effective date of this section, Staff recommends approval of the Ordinance.

BACKGROUND:

The Village is authorized by the Illinois Municipal Code to adopt necessary ordinances that pertain to its government and affairs and that protect the health, safety, and general welfare of the citizens of the Village of Villa Park. Certain properties in the Village have been used over a period of time for commercial/industrial purposes. Because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier I remediation objectives as set forth in 35 Illinois Administrative Code 742. In order to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents, the Village Code currently prohibits the use of groundwater as a potable water supply for various properties within the Village including the Village itself. This Ordinance, if adopted, would amend the Village Code to prohibit the use of groundwater as a potable water supply generally within the corporate limits of the Village of Villa Park, with an exception for uses or methods in existence prior to the effective date of the Ordinance. The Illinois Environmental Protection Agency has reviewed this ordinance and has approved it.

DISCUSSION:

This would end the need for the various individual groundwater ordinances that we have adopted over the past year which have taken an inordinate amount of staff time.

Ordinance No. _____

AN ORDINANCE AMENDING THE VILLAGE CODE TO PROHIBIT THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF VILLA PARK

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village is authorized by the Illinois Municipal Code, (65ILCS 5/1-1-1, *et seq.*) to adopt necessary ordinances that pertain to its government and affairs and that protect the health, safety, and general welfare of the citizens of the Village of Villa Park; and

WHEREAS, certain properties in the Village have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier I remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the Village desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents; and

WHEREAS, the corporate authorities of the Village of Villa Park deem it to be in the best interest of the Village to amend Section 25-388, entitled “Use of groundwater as a potable water supply prohibited”, of Division 7, entitled “Use of Groundwater as a Potable Water Supply”, of Article III, entitled “Water System”, of Chapter 25, entitled “Water, Sewers and

Ordinance No: _____

Sewage Disposal” of the Villa Park Municipal Code to prohibit the use of groundwater as a potable water supply within the corporate limits of the Village of Villa Park. This prohibition expressly includes the Village of Villa Park.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Villa Park, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Ordinance are found to be true and correct.

Section 2: That Section 25-388, entitled “Use of groundwater as a potable water supply prohibited”, of Division 7, entitled “Use of Groundwater as a Potable Water Supply”, of Article III, entitled “Water System”, of Chapter 25, entitled “Water, Sewers and Sewage Disposal” of the Villa Park Municipal Code, is hereby deleted and replaced to read as follows:

Sec. 25-388 – Use of groundwater as a potable water supply prohibited.

Except for such uses or methods in existence prior to the effective date of this section, the use of, or attempted use of, groundwater from within the corporate limits of the Village of Villa Park, as a potable water supply, by the installation or drilling of wells or by any other method is hereby prohibited.

Section 3: That Division 7, entitled “Use of Groundwater as a Potable Water Supply”, of Article III, entitled “Water System”, of Chapter 25, entitled “Water, Sewers and Sewage Disposal” of the Villa Park Municipal Code, is hereby amended by adding thereto a new Section 25-390 to read as follows:

Sec. 25-390 – Penalty.

Any person, firm or entity violating the terms and conditions of this Division shall be subject to a fine as set forth in Section 1-108, of Chapter 1 of the Villa Park Municipal Code each and every day that the violation is allowed to exist. A separate offense shall be deemed committed on each day or part thereof on which a violation occurs or is permitted to occur or continue. In addition, the corporate authority may take whatever action it deems appropriate to enforce the terms of this Division, including an action for injunction. All attorney fees and costs incurred by the Village in enforcing the terms of this Division shall be paid by the violator.

Ordinance No: _____

Ordinance No: _____

Section 4: Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

Section 5: Severability. If any provision of this Ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the Ordinance as a whole or of any portion hereof not adjudicated invalid.

Section 6: Effective date. This ordinance shall be in full force and effect ten (10) days after its passage, approval and publication as required by law.

ADOPTED this ____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2024

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2024



MEMORANDUM

TO: Village Board of Trustees

FROM: Marc McLaughlin, Director

DATE: June 10, 2024

SUBJECT: An Ordinance Approving a Special Use for Personal Vehicle Repair and Maintenance and a Special Use for a Planned Unit Development for the Property Located at 231 E. North Avenue.

RECOMMENDED ACTION:

This Ordinance approves Petition PZ-24-06 for a Special Use for Personal Vehicle Repair and Maintenance and a Special Use for a Planned Unit Development with certain deviations as shown in Exhibit A located at 231 E. North Avenue for the proposed Belle Tire. Planning and Zoning recommended approval by a vote of 9-0.

BACKGROUND:

The petitioner, Christopher Enright, is seeking approval of a Special Use for Personal Vehicle Repair and Maintenance and a Special Use for a Planned Unit Development with certain deviations for the proposed Belle Tire location for tire and auto service. Staff recommends approval of the ordinance granting Petition PZ-24-06 for a Special Use for Personal Vehicle Repair and Maintenance and a Special Use for a Planned Unit Development with certain deviations as shown in Exhibit A located at 231 E. North Avenue.

DISCUSSION:

The subject property is a double-frontage (North Avenue and Schiller Street) corner lot (unimproved Ellworth Avenue) currently occupied by Strat's. There are currently two curb cuts along North Avenue, which is IDOT jurisdiction, that would be consolidated to one for a proposed Belle Tire development. The proposed structure would feature overhead doors on the west elevation of the building. The development would feature 38 parking stalls where only 26 parking stalls are required. Additionally, a failing fence along the Schiller Street property line would be removed and a new 6.0-foot tall vinyl privacy fence would be installed 5.0-foot north of the southern property line. Additional landscaping including trees would be installed along the east, south, and west property lines and would feature overland drainage flowing towards the vacated alley which provides regional detention. The proposal would be approved as a Special Use as a Planned Unit Development due to several deviations from Code.

The Planning and Zoning Commission held a public hearing on May 9, 2024 where they recommended approval of the request by a vote of 9-0.

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS,
APPROVING A SPECIAL USE TO ALLOW FOR A PERSONAL VEHICLE REPAIR
AND MAINTENANCE FACILITY AND SPECIAL USE FOR A PLANNED UNIT
DEVELOPMENT TO ALLOW FOR SUCH FACILITY FOR THE PROPERTY
LOCATED AT 231 E. NORTH AVENUE, VILLA PARK**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the “Village”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) the President and Board of Trustees of the Village (the “Corporate Authorities”) may provide for zoning to regulate the development and use of real estate within its borders and pursuant to Section 11-13-1.1 of the Illinois Municipal Code allow the classification of special uses within a zoning district, and have done so pursuant to the adoption of the Zoning Ordinance of the Village of Villa Park, Illinois, as set forth in Appendix C of the Village Code; and,

WHEREAS, Christopher Enright, NCARB of Contour Land Group (“Petitioner”), on behalf of the owner, Efstratios Matsas, of certain property generally located at 231 E. North Avenue, Villa Park, applied for and is seeking approval for Special Use to allow for personal vehicle repair and maintenance facility and Special Use for a Planned Unit Development to allow for such facility for the property located at 231 E. North Avenue, Villa Park, Illinois and legally described in Section 2 of this Ordinance (“Subject Property”); and

WHEREAS, after publication of notice thereof, as provided by law, the Planning and Zoning Commission (“PZC”) of the Village of Villa Park conducted a public hearing on May 9, 2024, regarding Petitioner’s application; and,

WHEREAS, after hearing all testimony and public comment and consideration of all evidence presented at the hearing regarding said application, the PZC of the Village of Villa Park voted with nine (9) in favor and none opposed to recommend approval of the Petitioner’s application for a Special Use to allow for personal vehicle repair and maintenance facility and Special Use for a Planned Unit Development to allow for such facility at the Subject Property; and

WHEREAS, the President and Board of Trustees (the “Corporate Authorities”) of the Village of Villa Park have received and considered the recommendations of the PZC.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: The statements contained in the preamble hereto are found to be true and correct and are adopted as the findings of the Village and are hereby incorporated herein by specific reference as part of this Ordinance.

Section 2: That this Ordinance shall apply to the Subject Property legally described as follows:

LOT 1 IN MICHAEL MAUDE'S SUBDIVISION, A RESUBDIVISION IN THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1979 AS DOCUMENT R79-18713, IN DU PAGE COUNTY, ILLINOIS.

Section 3: A special use and special use for a planned unit development is approved for the Subject Property to allow for a personal vehicle repair and maintenance facility and use, subject to the condition that the development of the facility shall be in substantial compliance with the site plan prepared by Contour Land Group, with a Village-IDOT Resubmittal date of April 29, 2024, for *Belle Tire, Villa Park – North Ave – IL, 201 E. North Ave., Villa Park, IL 60181*, which site plan is attached hereto as Exhibit A and incorporated herein.

Section 4: That as to the special use and the special use for the preliminary and final planned unit development plan granted herein, the President and Board of Trustees make the following findings of fact:

- A. That the proposed use or activity to allow for personal vehicle repair and maintenance facility and special use for a planned unit development plan to allow for such facility is expressly authorized as a special use;
- B. That the proposed use at the Subject Property is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- C. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;

Ordinance No. _____

- D. That approval of the special use and the special use for the planned unit development will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
- E. That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and
- F. That the proposed special use complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.

Section 5: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 6: That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2024

Ordinance No. _____

EXHIBIT A

Site Plan prepared by Contour Land Group, with a Village-IDOT Resubmittal date of April 29, 2024, for Belle Tire, Villa Park – North Ave – IL, 201 E. North Ave., Villa Park, IL 60181, (29 pages)



VILLA PARK - NORTH AVE - IL

201 E North Ave.
Villa Park IL. 60181

23-410 Belle Tire
Villa Park, IL
Village - IDOT Resubmittal:
April 23, 2024

DRAWING ISSUE	
February 2, 2024	Village-IDOT Submittal
March 29, 2024	Village-IDOT Resubmittal
April 19, 2024	Village Resubmittal
April 29, 2024	Village-IDOT Resubmittal

BUILDING AREA	
TABLE 1004.1.1	OCCUPANT LOAD SHOWROOM AREA CUSTOMER WAITING - ROOM 112 396 S.F. - USE "BUSINESS AREAS" - 100 S.F. PER OCCUPANT 396 S.F. / 100 = 4 OCCUPANTS SALES AREA - ROOM 110 900 S.F. - USE "MERCANTILE - BASEMENT AND MAIN FLOOR AREAS" - 30 S.F. PER OCCUPANT 900 S.F. / 30 S.F. PER OCCUPANT = 30 OCCUPANTS OFFICE - ROOM 109 79 S.F. - USE "BUSINESS AREAS" - 100 S.F. PER OCCUPANT 79 S.F. / 100 = 79 OCCUPANTS CUSTOMER TOILET - ROOM 108 60 S.F. - USE "BUSINESS AREAS" - 100 S.F. PER OCCUPANT 60 S.F. / 100 = 60 OCCUPANTS TOTAL SHOWROOM OCCUPANTS - 35.39 = 36 OCCUPANTS ONE EXIT REQUIRED SHOP AREA MECHANICAL - ROOM 104 156 S.F. - USE "MECHANICAL ROOMS" 300 S.F PER OCCUPANT 156 S.F. / 300 = 52 OCCUPANTS PARTS - ROOM 105 196 S.F. - USE "WAREHOUSES" - 500 S.F. PER OCCUPANT 196 S.F. / 500 = 39 OCCUPANTS STORAGE - ROOM 113 130 S.F. - USE "WAREHOUSES" - 500 S.F. PER OCCUPANT 130 / 500 = 26 OCCUPANTS LUNCH ROOM - ROOM 115 100 S.F. - USE "BUSINESS AREAS" - 100 S.F PER OCC. 100 / 100 = 1 OCCUPANT LOCKER ROOM - ROOM 107 100 S.F. - "USE LOCKER ROOMS" - 50 S.F. PER OCCUPANT 100 / 50 = 2 OCCUPANTS INVENTORY - ROOM 102 1730 S.F. - USE "WAREHOUSES" -500 S.F. PER OCCUPANT 1730 /500 = 3.46 OCCUPANTS SERVICE BAYS - ROOM 102 4600 S.F. - USE "PARKING GARAGES" - 200 S.F. PER OCC. 4600 / 200 = 23 OCCUPANTS SCRAP TIRES - ROOM 101 420 S.F. - USE "WAREHOUSES" - 500 S.F. PER OCCUPANT 420 / 500 = .84 OCCUPANTS UPPER LEVEL INVENTORY 3000 S.F. - USE "WAREHOUSES" - 500 S.F. PER OCCUPANT 3000/ 500 = 6 OCCUPANTS TOTAL SERVICE AREA OCCUPANTS - 38 ONE EXIT REQUIRED TOTAL OCCUPANTS IN FACILITY - 76 OCCUPANTS
TABLE 1005.1	32 INCHES MINIMUM CLEAR WIDTH PROVIDED
TABLE 1005.1	EXIT STAIR WIDTH - 36" BETWEEN HANDRAILS
1015.2.1 2014 IBC	TWO EXITS OR EXIT ACCESS DOORWAYS SHALL BE PLACED A DISTANCE APART EQUAL TO NOT LESS THAN ONE-HALF OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION OF THE BUILDING.
1016.1 2014 IBC	EXIT ACCESS TRAVEL DISTANCE USE "M" WITHOUT SPRINKLER SYSTEM = 250 FEET USE "S-1" WITHOUT SPRINKLER SYSTEM = 250 FEET



CONTACT INDEX					
OWNER Barnes Development Company LLC 25900 Northwestern Hwy, 10th Floor Southfield, MI. 48075	ARCHITECT Contour Land Group 628 E. Parent Ave, Suite 106 Royal Oak, MI 48067 Contact: Chris Enright, NCARB 248.258.6485 (p) 248.330.9395 (c) cenright@contourlandgroup.com	GEOLOGICAL ENGINEER Partner Engineering and Science, Inc. Contact: Scott Pritchard 619.541.4105 spritchard@partneresi.com	CIVIL ENGINEER Contour Land Group 628 E. Parent Ave, Suite 100 Royal Oak, MI 48067 Contact: Branden Ferro PE 815.210.1996 (p) bferro@contourlandgroup.com	LANDSCAPE ARCHITECT LG Workshop 2324 W. Armitage Ave. Chicago, IL 60647 Phone: (773) 697-4388	
PLASTIC LAM. / CABINETRY Cabinet One 4571 White Lake Court Clarkston, MI 48346 248.625.9440 p 248.625.0544 f cabinetone@sprintpcs.com	City of Villa Park Planning and Zoning 11 West Home Avenue Villa Park, IL 60181 Community Development Marc McLaughlin, AICP, GISP mmchaughlin@invillapark.com 630.433.4315 Planner Stephanie Barajas sbarajas@invillapark.com 630.433.4302	Public Works / Water Michael Guerra, PE mguerra@invillapark.com 630.834.8505 Waste Water Waste Water Division Dennis Jessen Utilities Foreman djessen@invillapark.com 630.834.8505	Sewer & Stormwater Provider Village of Villa Park Public Works Department 11 West Home Avenue Villa Park, IL 60181 Michael Guerra, PE mguerra@invillapark.com 630.834.8505 Fire Department Villa Park Fire Department 1440 S Ardmore Avenue Villa Park, IL 60181 Steven Stapleton, Fire Chief sstapleton@invillapark.com 630.592.6054	Gas NICOR gasmapas@nicor.com Electric COMED 630.576.7094 Telecom Comcast Martha Gieras 224.229.5862 martha_gieras@cable.comcast.com AT&T Bobby Akhter 630.390.0089 G11629@ATT.COM	
FLAG POLE Rocket Enterprises 30660 Ryan Road Warren, MI 48092 CONTACT: 586.751.7600 (p) 586.751.7636 (f) info@rocketenterprise.com	TIRE MACHINES / EQUIPMENT Hennessy Industries / Coats 1601 J.P. Hennessy Drive La Vergne, TN 37086 Contact: Bob Beitz 800.688.6359(p) bob.beitz@ammcoats.com	HOISTS / LIFTS Challenger Lifts Contact: Trevor Coleman Sr. Key Account Manager Great Lakes Regional Manager (419) 349-6834 Trevor@challengerlifts.com	RACKS / STORAGE SYSTEMS Rayhaven Group 35901 Schoolcraft Rd. Livonia, MI 48150 Contact: Peter Huebner 734.744.9260 (p) 734.744.9270 (f) phuebner@rayhaven.com	ALIGNMENT EQUIPMENT Hunter Engineering Company 11250 Hunter Drive Bridgeton, MO 63044 CONTACT: Jeff Russell 248.302.8890 (p) 734.513.6700 (f) jrussell@hunter.com	

DRAWING INDEX		February 2, 2024	March 29, 2024	April 19, 2024	April 29, 2024				
		Village-IDOT Submittal	Village-IDOT Resubmittal	Village Resubmittal	Village-IDOT Resubmittal				
COVER SHEET		○	○	○	●				
CIVIL		○	○	○	○				
C-000 COVER SHEET		○	○	○	○				
1 OF 2 ALTA / NSPS LAND TITLE AND TOPOGRAPHIC SURVEY		○	○	○	○				
2 OF 2 ALTA / NSPS LAND TITLE AND TOPOGRAPHIC SURVEY		○	○	○	○				
C-001 GENERAL NOTES		○	○	○	○				
C-100 DEMOLITION PLAN		○	○	○	○				
C-200 SITE PLAN		○	○	○	○				
C-200-AT AUTOTURN ANALYSIS			○	○	○				
C-201 NORTH AVE IMPROVEMENTS			○	○	○				
C-300 GRADING PLAN		○	○	○	○				
C-301 EROSION & SEDIMENT CONTROL PLAN		○	○	○	○				
C-302 EROSION & SEDIMENT CONTROL DETAILS		○	○	○	○				
C-400 UTILITY PLAN		○	○	○	○				
C-600 DETAILS		○	○	○	○				
C-601 DETAILS		○	○	○	○				
C-602 DETAILS		○	○	○	○				
C-603 DETAILS		○	○	○	○				
C-604 DETAILS			○	○	○				
L.1 TREE PROTECTION & REMOVAL PLAN		○	○	○	○				
L.2 LANDSCAPE PLAN		○	○	○	○				
L.3 LANDSCAPE DETAILS & NOTES		○	○	○	○				
SL-1.1 SITE LIGHTING		○	○	○	○				
SL-1.2 SITE LIGHTING		○	○	○	○				
ARCHITECTURAL									
A 001 SIGN PLAN		○							
A 101 FLOOR PLAN			○	○					
A 201 BUILDING ELEVATIONS		○	○	○					
A 202 BUILDING ELEVATIONS		○	○	○					
A 203 BUILDING ELEVATIONS		○	○	○					
A 204 DUMPSTER		○							

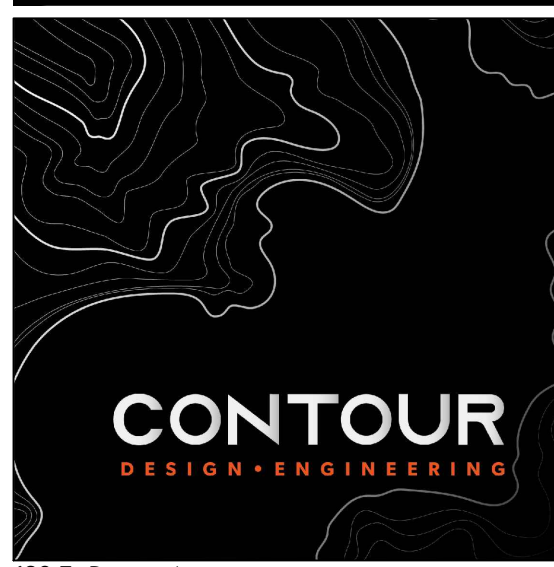
NOTES	
1.	OWNER AGREES TO SEASONAL MAINTENANCE PROGRAM AND WILL REPLACE ALL DISEASED, DEAD OR DAMAGED PLANTS, REPLENISH MULCH, CONTROL WEEDS, FERTILIZE AND PRUNE BEGINNING UPON COMPLETION OF CONSTRUCTION OF LANDSCAPING.
2.	ANY HAZARDOUS MATERIALS USED, STORED OR PROCESSED ON SITE WILL BE SUBJECT TO ALL APPLICABLE REGULATIONS.
3.	ALL SITE LIGHTING SHALL BE SHIELDED OR DIRECTED TO REMAIN WITHIN THE SITE BOUNDARIES. THIS SHALL INCLUDE SHIELDING FROM VIEW FROM OFFSITE THE HOTSPOT OF LIGHTS
4.	OWNER AGREES TO PICK-UP DEBRIS ON PROPERTY AND BLOWING FROM PROPERTY WEEKLY AS NEEDED.
5.	ALL SIGNAGE TO CONFORM TO THE City of Villa Park ZONING ORDINANCE
6.	OWNER AGREES THAT PAVED SURFACES, WALKWAYS, SIGNS, LIGHTING AND OTHER STRUCTURES AND SURFACES SHALL BE MAINTAINED IN A SAFE, ATTRACTIVE CONDITION AS ORIGINALLY DESIGNED AND CONSTRUCTED. PARKING LOT STRIPING AND MARKING SHALL BE MAINTAINED IN A CLEARLY VISIBLE CONDITION.
7.	HAZARDOUS MATERIALS: ALL WASTE LIQUIDS GENERATED FROM THE REPAIR OF VEHICLES IN THE FACILITY ARE TO BE CAPTURED AND DISPOSED OFF SITE BY LICENSED WASTE HAULERS. USED TIRES ARE STORED INSIDE THE FACILITY IN SPECIFICALLY DESIGNATED AREAS AND ARE DISPOSED / RECYCLED OFF-SITE BY LICENSED WASTE HAULERS. ALL LICENSES ARE AVAILABLE FOR REVIEW UPON REQUEST.
8.	NO VEHICLES TO BE LEFT OUTSIDE THE BUILDING OVERNIGHT, AND NO OUTDOOR STORAGE OF NEW OR USED AUTO PARTS.
9.	GENERAL CONTRACTOR TO PROVIDE ASSISTANCE TO ALL VENDORS OF OWNER SUPPLIED AND INSTALLED ELEMENTS IN UNLOADING AND PLACING SAID MATERIAL ON PROJECT SITE.
10.	DESCRIPTION OF OPERATIONS: BELLE TIRE FACILITY SELLS AND INSTALLS TIRES AND AUTOMOTIVE PARTS FOR PASSENGER AND SMALL COMMERCIAL VEHICLES. BELLE ALSO OFFERS AUTOMOTIVE SERVICE INDEPENDENT FROM THE PRODUCTS THAT ARE SOLD ON SITE AS WELL AS REPAIR OF WINDSHIELDS. SALES ARE CONDUCTED IN THE SHOWROOM / WAITING AREA AND INSTALLED IN THE 10 CONNECTED SERVICE BAYS. MAXIMUM AMOUNT OF EMPLOYEES ON ANY SHIFT IS 10.

BELLE TIRE

ADD/REV NO.	DATE	SHEET NUMBER	SHEET TITLE
	04/29/2024	C-000	COVER SHEET
	04/17/2024	ALTA (1 OF 2)	ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
	04/17/2024	ALTA (2 OF 2)	ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
	04/29/2024	C-001	GENERAL NOTES
	04/29/2024	C-100	DEMOLITION PLAN
	04/29/2024	C-200	SITE PLAN
	04/29/2024	C-200-AT	AUTOTURN ANALYSIS
	04/29/2024	C-201	NORTH AVENUE IMPROVEMENT PLANS
	04/29/2024	C-300	GRADING PLAN
	04/29/2024	C-301	EROSION & SEDIMENT CONTROL PLAN
	04/29/2024	C-302	EROSION & SEDIMENT CONTROL DETAILS
	04/29/2024	C-400	UTILITY PLAN
	04/29/2024	C-600	DETAILS
	04/29/2024	C-601	DETAILS
	04/29/2024	C-602	DETAILS
	04/29/2024	C-603	DETAILS
	04/29/2024	C-604	DETAILS
	04/29/2024	L.1	TREE PROTECTION & REMOVAL PLAN
	04/29/2024	L.2	LANDSCAPE PLAN
	04/29/2024	L.3	LANDSCAPE DETAILS & NOTES
	04/29/2024	SL-1.1	SITE LIGHTING
	04/29/2024	SL-1.2	SITE LIGHTING

Call Before You Dig

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Sheet

Issued for

2024.02.02 VILLAGE/ IDOT SUBMITTAL

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2024.04.19 VILLAGE RESUBMITTAL

2024.04.29 VILLAGE/ IDOT RESUBMITTAL

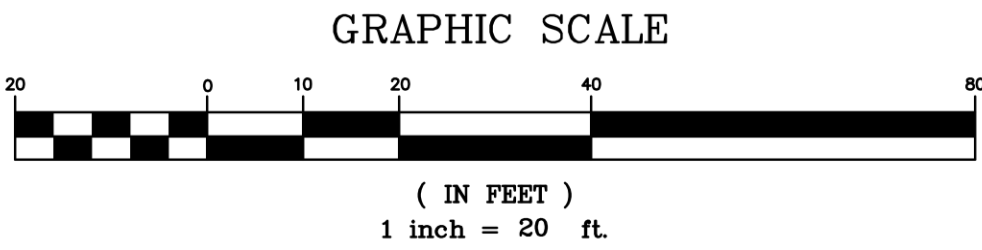
Project Number

23-410

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C-000

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY



GRID NORTH

LINE LEGEND

- LIMITS OF LAND PER LEGAL DESCRIPTION
- ADJACENT LAND
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE
- EXISTING CONTOUR

ABBREVIATIONS

- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
TF = TOP OF FOUNDATION
FF = FINISHED FLOOR
FES = FLARED END SECTION
VCP = VITRIFIED CLAY PIPE
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
N = NORTH
S = SOUTH
E = EAST
W = WEST
A = ARC LENGTH
R = RADIUS
CH = CHORD
CB = CHORD BEARING
C.B.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
BC = BACK OF CURB
BDC = BACK OF DEPRESSION
FL = FLOW LINE
C = CONCRETE
P = PAVEMENT
G = GRAVEL
EW = EDGE OF WALK
TW = TOP OF WALL
TP = TOP OF PIPE
IE = INVERT ELEVATION
PL = PROPERTY LINE
DS = DOWN SPOUT
S.F. = SQUARE FEET
SL = SHORE LINE
TSF = TRANSFORMER
B = PAVERS

LEGEND

- FOUND 7/8" O.D.I.P.
UNLESS OTHERWISE NOTED
(HELD LOCATION)
CONCRETE MONUMENT
CROSS IN CONCRETE
MANHOLE
STORM STRUCTURE
SANITARY MANHOLE
CLEANOUT
FLARED END SECTION
TRANSFORMER PAD
ELECTRIC MANHOLE
ELECTRIC BOX
ELECTRIC PEDESTAL
ELECTRIC MARKER
ELECTRIC METER
UTILITY POLE
UTILITY POLE W/LIGHT
UTILITY POLE W/TSF
GUY POLE
OVERHEAD TRAFFIC SIGNAL
TRAFFIC SIGNAL MANHOLE
LIGHT
LIGHT POLE
HAND HOLE
VALVE VAULT
FIRE HYDRANT
IRRIGATION CONTROL VALVE
POST INDICATOR VALVE
SIAMSE WATER CONNECTION
WATER MARKER
WATER METER
VALVE BOX
B/BOX
SPRINKLER CONTROL VALVE
TELEPHONE MANHOLE
TELEPHONE NETWORK INTERFACE
COMMUNICATION MARKER
COMMUNICATION PEDESTAL
CABLE TELEVISION PEDESTAL
CONTROL BOX
WETLAND FLAG
GAS METER
GAS VALVE
GAS MARKER
DOWN SPOUT
BORING HOLE
MONITORING WELL
GATE POST
BOLLARD POLE
SIGN
FLAG POLE
MAILBOX
SANITARY SEWER
STORM SEWER
WATER MAIN
GAS MAIN
ELECTRIC LINE
OVERHEAD WIRES
COMMUNICATION LINE
FIBER OPTIC LINE
CONIFEROUS TREE
W/APPROX. DIAMETER
DECIDUOUS TREE
W/APPROX. DIAMETER
MS=MULTI-STEM
(DRIP LINE SHOWN IS APPROXIMATE)
TREE LINE
ELEVATION
BITUMINOUS PAVEMENT
CONCRETE SURFACE
DEPRESSED CURB
GRAVEL SURFACE
LANDSCAPE AREA
STONE SURFACE
DETECTABLE TACTILE
WARNING SURFACE
BRICK PAVERS
WOOD FENCE
CHAIN LINK FENCE
METAL FENCE
METAL GUARDRAIL
OVERHEAD TRAFFIC ARM



J:\PSDATA\2023 PROJECTS\23.0163\23.0163 LTS TOPO.DWG

COMPASS
SURVEYING LTD

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

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NO.	REVISIONS	DATE	BY
1.	PER EMAIL DATED 9/1/2023	9/26/23	BT
2.	ADD WETLANDS FLAGS	12/11/23	BT
3.	ADDITIONAL UTILITY INFORMATION	04/17/24	RHM



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GENERAL NOTES

- ALL CURRENT AND APPLICABLE ORDINANCES, STANDARDS AND SPECIFICATIONS OF THE AUTHORITIES HAVING JURISDICTION, IE, THE MUNICIPALITY, STATE, REGIONAL AND LOCAL UTILITY PROVIDERS AND/OR ILLINOIS DEPARTMENT OF TRANSPORTATION SHALL GOVERN ALL CONSTRUCTION ITEMS IN THESE PLANS UNLESS OTHERWISE NOTED. WHERE ANY CONFLICTS ARISE, THE MORE STRINGENT REQUIREMENT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY DIRECTED OTHERWISE BY THE PROFESSIONAL OF RECORD.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY FEDERAL, STATE AND LOCAL PERMITS PRIOR TO CONSTRUCTION. ANY PERFORMANCE OR MAINTENANCE BONDS, LETTER OF CREDIT OR OTHER FINANCIAL SURETY REQUIRED FOR ANY PERMITS SHALL BE PROVIDED BY THE CONTRACTOR TO OBTAIN PERMITS.
- THE CONTRACTOR AND SUBCONTRACTORS ARE SOLELY RESPONSIBLE TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN ACCORDANCE WITH THE FEDERAL, STATE, LOCAL, AND OSHA REQUIREMENTS.
- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL EXAMINE AND VERIFY SURVEY BENCHMARKS, PROPERTY BOUNDARY, DIMENSIONS AND ACTUAL CONDITIONS TO CONFIRM ALIGNMENT WITH THE CONSTRUCTION PLANS. ANY DISCREPANCIES SHOULD BE PRESENTED TO THE OWNER, SURVEYOR, ENGINEER OR CONSTRUCTION MANAGER IMMEDIATELY FOR INSTRUCTION. ANY WORK PERFORMED THEREAFTER WITHOUT INSTRUCTION SHALL BE AT CONTRACTOR'S EXPENSE.
- BEFORE BIDDING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW AND ACCOMMODATE RECOMMENDATIONS FROM THE GEOTECHNICAL REPORT AND ANY ENVIRONMENTAL PHASE 1 OR PHASE 2 REPORTS PROVIDED IN THE CONTRACT DOCUMENTS. THIS INCLUDES:REMOVAL OF POOR SOILS, SUB-GRADE PREPARATION, ETC. ANY COSTS ASSOCIATED WITH THESE ITEMS AND AS THEY RELATE TO SCHEDULE ARE TO BE INCLUDED IN FINAL BIDS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO WORK OFF THE MOST RECENT SET OF CONSTRUCTION PLANS. CONTRACTOR SHALL CONFIRM WITH ENGINEER THE MOST RECENT APPROVED, STAMPED AND CERTIFIED SET ISSUED FOR CONSTRUCTION.
- AT LEAST 72 HRS PRIOR TO CONSTRUCTION, AND SUBJECT TO LONGER REQUIRED TIMEFRAMES, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE FEDERAL, STATE AND/OR LOCAL AUTHORITIES AS REQUIRED. THE CONTRACTOR SHALL ABIDE BY AGENCY AND MUNICIPALITY STANDARDS FOR NOTIFICATION, TESTING AND INSPECTION DURING CONSTRUCTION. ANY DELAY IN SCHEDULE OR TIME LOST DUE TO IMPROPER CONTRACTOR INSPECTION CONDITIONS OR SCHEDULING SHALL BE AT CONTRACTOR'S EXPENSE.
- THE EXISTING CONDITIONS DEPICTED ON THE PLANS ARE APPROXIMATE AND INFORMATIONAL IN NATURE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ACTUAL CONDITIONS, LOCATIONS OF ANY NATURAL FEATURES AND ALL PUBLIC/PRIVATE UNDERGROUND UTILITIES BOTH HORIZONTALLY AND VERTICALLY. ANY EXPLORATORY SUBSURFACE INVESTIGATION SHALL BE AT THE EXPENSE OF THE CONTRACTOR. ANY SIGNIFICANT DIFFERENCES FROM THE PLANS SHALL BE COMMUNICATED WITH THE ENGINEER PRIOR TO COMPLETING ASSOCIATED WORK.
- THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNERS' AGENTS, ENGINEER OF RECORD, CHRISTOPHER ENRIGHT ARCHITECTS, THE MUNICIPALITY AND ANY OTHER AGENCY FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES RESULTING FROM PERFORMANCE OF THE CONTRACTOR'S WORK.
- ANY WORK TO BE PERFORMED WITHIN A PUBLIC RIGHT OF WAY SHALL BE COMPLETED IN ACCORDANCE WITH THAT PUBLIC ENTITIES' PERMIT REQUIREMENTS, STANDARDS AND SPECIFICATIONS. ANY REQUIRED SAFETY PRECAUTIONS, WARNING DEVICES, ADDITIONAL SIGNAGE, AND MAINTENANCE OF TRAFFIC REQUESTED DURING CONSTRUCTION AND SUPPLEMENTAL TO THE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR ASSIGNING AN ON-SITE RESPONSIBLE PARTY FOR RECORDING AND MAINTAINING ALL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIRED INSPECTIONS AND DOCUMENTATION. THE REPORT SHALL BE KEPT UP TO DATE ON-SITE AND AVAILABLE UPON REQUEST.
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS/SUBMITTALS FOR REVIEW AND APPROVAL OF PROPOSED WORK BY THE OWNER AND OWNER'S ENGINEER WITH ADEQUATE TIME PROVIDED FOR THE REVIEW.
- CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, TRASH, SPILLS, OILS/FUELS, MISCELLANEOUS EQUIPMENT UN-SUITABLE MATERIAL AND PROPERLY DISPOSE OF IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. CONTRACTOR IS RESPONSIBLE FOR PERMITS REQUIRED FOR PREPARATION, HAULING AND DISPOSAL.
- ANY DAMAGE OR STRUCTURAL FAILURE TO EXISTING PAVEMENTS, CURBING, SIDEWALKS, LANDSCAPING, POLES, UTILITY STRUCTURES, AND ALIKE, INTENDED TO REMAIN, AS A RESULT OF HEAVY CONSTRUCTION EQUIPMENT AND OPERATIONS, SHALL BE REMOVED AND PROPERLY RESTORED IN KIND AT CONTRACTOR'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AS-BUILT'S OR PROVIDING ANY REQUIRED FIELDWORK AND PREPARING RECORD DRAWINGS FOR PROJECT CLOSEOUT. ANY COSTS INCURRED FOR REQUIRED CLEANING, FLUSHING, STREET SWEEPING, TELEVISION OR ON-SITE INSPECTIONS BY AGENCY STAFF SHALL BE PROVIDED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE PROVIDED TO THE OWNER AND OWNER'S ENGINEER FOR DOCUMENTATION.
- BEFORE INSTALLATION OF WET AND DRY UTILITIES, CONTRACTOR SHALL VERIFY ALL CROSSINGS AND INFORM THE ENGINEER OF ANY POTENTIAL CONFLICTS FOR REVIEW AND DIRECTION. ANY REWORK REQUIRED DUE TO THE CONTRACTOR NOTIFYING ENGINEER AFTER WORK STARTED WILL BE AT THE EXPENSE OF THE CONTRACTOR.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN QUALITY CONTROL THROUGHOUT THE DURATION OF THE PROJECT. FAILURE TO DO SO MAY RESULT IN REMOVAL AND REPLACEMENT OF DEFECTIVE WORK. IT IS RECOMMENDED THAT THE OWNER OR CONTRACTOR HAVE A QUALIFIED INSPECTOR ON THE JOB SITE AT ALL TIMES TO INSURE COMPLIANCE WITH THE PLANS AND SPECIFICATIONS.

SITE PLAN NOTES

- THE MUNICIPALITY AND ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) CURRENT EDITION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" SHALL GOVERN ALL SITE PLAN CONSTRUCTION ITEMS.
- CONTRACTOR SHALL FOLLOW GEOTECHNICAL REPORT RECOMMENDATIONS FOR ALL PAVEMENT THICKNESSES, SITE AND SUBGRADE PREPARATION, AND LIFT AND COMPACTION REQUIREMENTS. WHERE CONFLICTS ARISE WITH LOCAL OR STATE REQUIREMENTS, THE MORE STRINGENT REQUIREMENT TAKES PRECEDENCE UNLESS DIRECTED OTHERWISE BY THE CIVIL ENGINEER.
- REFER TO ARCHITECTURAL, STRUCTURAL AND MEP PLANS FOR ALL BUILDING ELEMENTS RELATED TO THE SITE PLAN INCLUDING BUILDING DIMENSIONS, DOOR LOCATIONS, STOOPS, BOLLARDS, ETC.
- DIMENSIONS ARE TO FACE OF CURB IN ALL PAVED AREAS, BACK OF CURB IN GRASS/LANDSCAPE AREAS AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- ALL PAVEMENT AND/OR CURB RADII TO BE THREE FOOT (3') UNLESS OTHERWISE NOTED.
- ALL CONCRETE SIDEWALK SHALL BE BROOM FINISHED PERPENDICULAR TO DIRECTION OF TRAVEL.
- ALL WORK WITHIN A PUBLIC RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE PUBLIC AUTHORITY STANDARDS AND SPECIFICATIONS.
- CONCRETE JOINTING AND ANY REQUIRED DOWELING FOR PAVEMENT, CURBING AND SIDEWALK SHALL BE AS SHOWN ON THE DETAILS IN THE PLANS, MUNICIPALITY REQUIREMENTS OR PER STATE DOT STANDARDS AND SPECIFICATIONS, WHICHEVER MORE STRINGENT.
- PAVEMENT QUALITY CONTROL TESTING AND INSPECTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COPIES OF TEST RESULTS SHOULD BE PROVIDED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.
- PRIOR TO INSTALLATION OF CURB AND GUTTER AND BASE MATERIAL, FINE GRADED COMPACTED SUBGRADE SHALL EXTEND TWO FEET (2') BEYOND THE BACK OF CURB.
- ALL PAVEMENT MARKING AND SIGNAGE SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE STATE DEPARTMENT OF TRANSPORTATION (DOT) STANDARDS.
- ACCESSIBLE SPACES AND ROUTES SHALL BE GOVERNED AND CONSTRUCTED IN CONFORMANCE WITH THE CURRENT EDITION OF THE ILLINOIS ACCESSIBILITY CODE (IAC), ADA ACCESSIBILITY GUIDELINES (ADAAG), PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES (PROWAG) AND/OR IDOT STANDARDS.

DEMOLITION NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY NECESSARY DEMOLITION PERMITS.
- ALL ITEMS SCHEDULED FOR REMOVAL IN THE PLANS OR SPECIFICATIONS ARE TO BE REMOVED IN THEIR ENTIRETY ABOVE AND BELOW GROUND TO SUBGRADE, INCLUDING BUT NOT LIMITED TO, STRUCTURES COMPLETE TO FOUNDATIONS AND APPURTENANCES, PAVEMENTS, BASE AGGREGATES, TREES, LANDSCAPING, UTILITIES, MANHOLES, ETC. ANY REQUIRED BACKFILL SHALL MEET MATERIAL, LIFT AND COMPACTION SPECIFICATIONS PER THE GEOTECHNICAL REPORT. ANY RE-USE OR WORKING IN OF BASE AGGREGATES FOR PROPOSED WORK MUST MEET APPROPRIATE SPECIFICATIONS FOR MATERIAL GRADATION, CONSISTENCY AND MUST BE APPROVED FOR RE-USE BY THE OWNER, CIVIL ENGINEER AND GEOTECHNICAL ENGINEER.
- LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND INFORMATIONAL IN NATURE. DATA IS GATHERED FROM SEVERAL DIFFERENT SOURCES OVER EXTENDED PERIODS OF TIME TO OBTAIN THE BEST INFORMATION POSSIBLE. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THESE LOCATIONS. THE CONTRACTOR SHALL COORDINATE ALL UNDERGROUND UTILITY LOCATIONS, SIZES AND DEPTHS ON-SITE WITH UTILITY COMPANIES PRIOR TO DEMOLITION ACTIVITIES.
- CONTRACTOR SHALL COORDINATE ANY REMOVAL, RELOCATION OR DISCONNECTION OF UTILITY SERVICES WITH RESPECTIVE UTILITY COMPANY PRIOR TO ANY DEMOLITION. CONTRACTOR VERIFY IF LINES ARE ACTIVE OR ENERGIZED PRIOR TO EXCAVATION.
- CONTRACTOR SHALL USE CARE WHEN WORKING AROUND ANY EXISTING UTILITIES TO REMAIN, ESPECIALLY HIGH PRESSURE GAS MAINS, FIBER OPTIC, OLDER LARGE DIAMETER WATER MAINS, AND ELECTRICAL TRANSMISSION/PRIMARY SERVICES TO NOT DAMAGE OR INTERRUPT EXISTING SERVICES. CONTRACTOR SHALL EXPOSE SENSITIVE LINES USING NON-DESTRUCTIVE METHODS, AND HAVE THE UTILITY COMPANY AND QUALIFIED PERSONNEL ASSIST IN THE PROTECTION OF THEIR LINES.
- ALL DEMOLITION WASTE AND CONSTRUCTION DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND IS TO BE REMOVED AND DISPOSED OF OFF-SITE PROPERLY IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. ANY MATERIAL PROCESSING, HAULING AND DUMPING IS CONTRACTOR'S RESPONSIBILITY AND EXPENSE.
- ALL TREE PROTECTION SHALL BE INSTALLED AT THE DRIPLINE OF THE TREE CANOPY TO PRESERVE THE EXISTING ROOT SYSTEMS.
- CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES AS NECESSARY TO KEEP ALL SEDIMENT ASSOCIATED WITH DEMOLITION AND EARTHMOVING ACTIVITIES ON-SITE. CONTRACTOR SHALL EMPLOY WATER SPRINKLING, SPRAYING OFF TIRES AND STREET SWEEPING TO REDUCE SEDIMENT TRACKING AND DUST CONTROL AS NEEDED FOR LARGE PROJECTS, DRY SEASONS, AND AT CONSTRUCTION ENTRANCES/EXITS. EROSION CONTROL MEASURES SHALL BE INSPECTED AND REPLACED WHEN NEEDED.
- DEWATERING SHOULD BE ANTICIPATED, INCLUDED IN THE CONTRACTORS BID, AND PERFORMED IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
- NO DISRUPTION OF EXISTING UTILITY SERVICES TO EXISTING BUSINESSES IS ALLOWED WITHOUT EXPRESS PERMISSION FROM THE BUSINESS OWNERS AND UTILITY COMPANIES.
- ALL PAVEMENT SAWCUTS SHALL BE FULL DEPTH, NEAT AND TRUE TO LINE.
- SAWCUTS OF EXISTING CURBS AND SIDEWALKS SHALL BE AT THE NEAREST JOINT BEYOND REMOVAL LIMITS.
- CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE IN DEMOLITION AREAS.
- ANY DISCREPANCIES OR CONFLICTS WHICH ARISE SHALL BE COMMUNICATED TO THE ATTENTION OF THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION.

GRADING/EARTHWORK NOTES

- REFER TO THE GEOTECHNICAL REPORT PROVIDED IN THE CONTRACT DOCUMENTS AND ADHERE TO ALL RECOMMENDATIONS SPECIFIED THEREIN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THE SITE, AND THE CONDITIONS OF THE SITE PRIOR TO FINAL BIDDING.
- RIM ELEVATIONS AND GRADES SHOWN AT CURB INLETS INDICATE FLOW LINE ELEVATIONS, IE, ELEVATIONS AT THE LOWEST DRAWDOWN POINT ON THE GRATE.
- CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL DURING CONSTRUCTION TO MINIMIZE STANDING WATER AND ENSURE SEDIMENT DOES NOT LEAVE THE SITE.
- ALL GRADE ELEVATIONS SHOWN ARE FINISHED GRADE ELEVATIONS.
- PRIOR TO MASS GRADING, GROUND SHALL BE CLEARED AND GRUBBED, TOPSOIL STRIPPED AND STOCKPILED AND ANY UNSUITABLE SOIL/MATERIAL TESTED AND DISPOSED OF AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
- ANY DISTURBED AREAS SHALL BE STABILIZED AND SEEDED WITHIN 7 DAYS.
- THE CONTRACTOR IS RESPONSIBLE FOR BALANCING THE SITE. ANY DISCREPANCIES FOUND IN THE PLANS SHALL BE COMMUNICATED WITH THE OWNER OR ENGINEER PRIOR TO EARTHMOVING ACTIVITIES. IF THE IMPORT OF CLEAN ENGINEERED FILL OR THE EXPORT OF EXCESS SOIL MATERIAL IS KNOWN AND REQUIRED, THE CONTRACTOR SHALL PROVIDE FOR IT IN FINAL BIDDING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR IMPORT/EXPORT OF SOIL DURING CONSTRUCTION OR AFTER BIDDING.
- ANY SOFT OR UNSUITABLE SOILS ENCOUNTERED IN STRUCTURAL SOIL AREAS SHALL BE REMOVED AND REPLACED WITH APPROPRIATE STRUCTURAL FILL IN ACCORDANCE WITH THE GEOTECHNICAL MATERIAL RECOMMENDATIONS.
- EARTHWORK ACTIVITIES DURING RAINY SEASONS SHALL BE ACCOUNTED FOR IN THE CONTRACTOR'S FINAL BIDDING. THIS INCLUDES "MEANS AND METHODS" RELATED TO SUBGRADE PREPARATION, IE, SUBGRADE CHEMICAL MODIFICATIONS AS OPPOSED TO SCARIFYING, DISCING AND AERATING TO DRY SOFT SOILS DUE TO EXCESS MOISTURE CONTENT AND AGGRESSIVE PROJECT SCHEDULING.
- ANY IMPORTED FILL MATERIAL SHALL BE CLEAN ENGINEERED FILL.
- TOPSOIL TO BE RE-SPREAD IN NON-STRUCTURAL AREAS, IE, GRASS AND LANDSCAPE AREAS, SHALL BE FREE OF CLAY AND SPREAD TO A MINIMUM DEPTH OF 6". REFER TO LANDSCAPE PLAN FOR FINAL STABILIZATION MEASURES.
- THROUGHOUT CONSTRUCTION, EROSION CONTROL SHALL BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES IN CONFORMANCE WITH THE EROSION CONTROL MEASURES PROVIDED IN THE PLANS AND THE ILLINOIS URBAN MANUAL (IUM)
- DEWATERING SHOULD BE ANTICIPATED, INCLUDED IN THE CONTRACTORS BID, AND PERFORMED IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
- CONTRACTOR IS RESPONSIBLE FOR CONTRACTING A THIRD-PARTY INDEPENDENT TESTING AGENCY FOR QUALITY CONTROL AND QUALITY ASSURANCE. THE GEOTECHNICAL ENGINEER AND TESTING AGENCY SHALL WORK IN CONCERT TO INSURE GOVERNING MATERIAL SPECIFICATIONS ARE MET.
- SIDEWALK AND PAVEMENT SLOPES IN ACCESSIBLE PARKING SPACES AND ROUTES SHALL CONFORM TO THE CURRENT EDITION OF THE ILLINOIS ACCESSIBILITY CODE (IAC), ADA ACCESSIBILITY GUIDELINES (ADAAG), PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES (PROWAG) AND/OR IDOT STANDARDS.
- ADEQUATE SOIL COVER OVER THE TOP OF EXISTING AND PROPOSED UTILITIES SHALL BE PROVIDED BY THE CONTRACTOR AT ALL TIMES DURING CONSTRUCTION OPERATIONS TO INSURE STRUCTURAL INTEGRITY OF UTILITIES IS NOT COMPROMISED.
- REFER TO SOIL EROSION AND SEDIMENT CONTROL PLAN SHEETS IN THIS SET FOR TEMPORARY EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP) MEASURES, DETAILS WITH INSTALLATION AND MAINTENANCE PROCEDURES, CONSTRUCTION SEQUENCE AND ALL EROSION CONTROL NOTES.

EROSION CONTROL NOTES

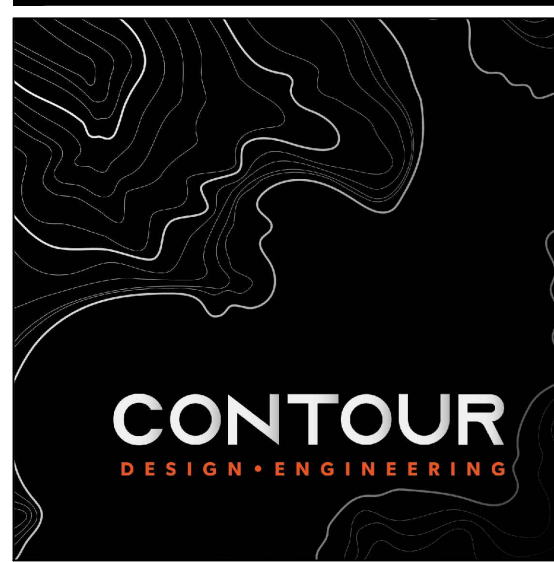
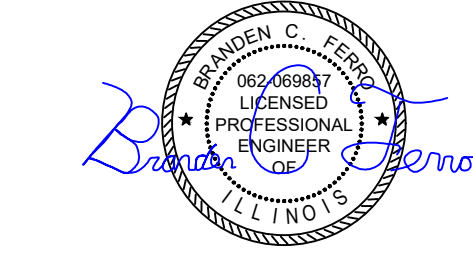
- REFER TO SOIL EROSION AND SEDIMENT CONTROL PLAN SHEETS IN THIS SET FOR TEMPORARY EROSION CONTROL MEASURES, BEST MANAGEMENT PRACTICES (BMP'S), DETAILS WITH INSTALLATION AND MAINTENANCE PROCEDURES, CONSTRUCTION SEQUENCE AND ALL EROSION CONTROL NOTES.

UTILITY NOTES

- ALL CONSTRUCTION OF UTILITY WORK SHALL BE GOVERNED BY THE CITY OF CRYSTAL LAKE PUBLIC WORKS AND ENGINEERING STANDARDS AND SPECIFICATIONS, CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" AND ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".
- CONTRACTOR SHALL REFER TO ALL OTHER GENERAL NOTES RELATED TO UTILITY WORK AND INCORPORATE HEREIN. CONTRACTOR REFER TO PLANS AND DETAIL SHEETS FOR ADDITIONAL UTILITY SPECIFICATIONS.
- CONTRACTOR SHALL REFER TO THE MEP PLANS FOR UTILITY SERVICE LOCATIONS TO AREAS FIVE FEET (5') OUTSIDE THE BUILDING AND IN. COORDINATE WITH THE UTILITY PLANS IN THIS SET. ANY DISCREPANCIES SHALL BE PRESENTED TO THE ENGINEER FOR COORDINATION PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INSTALL ALL UTILITIES PRIOR TO PAVING.
- ALL EXISTING AND PROPOSED UTILITY SURFACE FEATURES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE ADJUSTED TO FINISHED GRADE, INCLUDING BUT NOT LIMITED TO CASTINGS, VALVE COVERS, HYDRANTS, PEDESTALS, UTILITY PADS, ETC.
- PIPE LENGTHS SHOWN ON THE UTILITY PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
- CONTRACTOR SHALL MAINTAIN PROPER SEPARATION FROM WATER MAIN TO ALL OTHER SEWERS:
 - TEN FEET (10') MINIMUM HORIZONTAL SEPARATION FROM OUTSIDE OF WATER MAIN TO OUTSIDE OF SEWER
 - EIGHTEEN INCHES (18") MINIMUM VERTICAL SEPARATION FROM OUTSIDE OF WATER MAIN TO OUTSIDE OF SEWER. "
 - WHERE VERTICAL SEPARATION NOT POSSIBLE, SEWER SHALL BE CONSTRUCTED WITH WATER MAIN QUALITY RATED PIPE AT AND EXTENDING TEN FEET (10') ON BOTH SIDES OF CROSSING.
- ALL UTILITIES UNDER AND WITHIN TWO FEET (2') OF PAVED AREAS OR CURB SHALL RECEIVE GRANULAR BACKFILL.
- STORM SEWER NOTES:
 - RIM ELEVATIONS ON STORM STRUCTURES INDICATE TOP OF CLOSED LID, OR WHERE THE STORMWATER FLOW ENTERS A CURB GRATE OR OPEN CASTING.
 - ANY FIELD TILES ENCOUNTERED DRAINING OFF-SITE AREAS SHALL BE PICKED UP AND TIED INTO THE NEAREST STORM STRUCTURE.
 - ALL INLETS IN SAC CONDITIONS SHALL HAVE FOUR INCH (4") DIAMETER PERFORATED UNDERDRAINS A MINIMUM OF TWENTY FEET (20') LONG. SEE UTILITY PLAN AND DETAIL.
 - STORM SEWER SYSTEM SHALL BE THOROUGHLY CLEANED PRIOR TO FINAL INSPECTION.
 - ALL MANHOLES, INLETS, FRAMES, GRATES, CONNECTIONS, ROOF DRAINS, ETC., SHALL BE CONSTRUCTED ACCORDING TO THE ORDINANCES AND STANDARDS OF THE AUTHORITY HAVING JURISDICTION.
- SANITARY SEWER NOTES:
 - INSPECTION AND TESTING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE A PART OF THE CONTRACT. ANY REWORK AS A RESULT OF FAILED INSPECTION / TESTING WILL BE AT CONTRACTOR'S EXPENSE.
 - CONNECTIONS TO PUBLIC SEWERS SHALL NOT BE COMPLETED UNTIL AUTHORIZED BY THE UTILITY HAVING JURISDICTION.
 - INVERTS GREATER THAN TWENTY-FOUR INCHES (24") BETWEEN INCOMING AND OUTGOING SEWER IN A MANHOLE SHALL REQUIRE A DROP MANHOLE.
 - ALL SANITARY CONNECTIONS TO AN EXISTING MANHOLE SHALL BE MADE WITH A FLEXIBLE BOOT CONNECTOR.
- WATER MAIN NOTES:
 - INSPECTION, TESTING, FLUSHING AND CHLORINATION ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE PART OF THE CONTRACT. ANY REWORK AS A RESULT OF FAILED INSPECTION / TESTING WILL BE AT CONTRACTOR'S EXPENSE.
 - MINIMUM COVER FOR WATER MAINS IS SIXTY INCHES (60") MINIMUM.
 - FIRE SERVICE REQUIREMENTS AND FIRE HYDRANT LOCATIONS SHALL BE PER LOCAL FIRE DEPARTMENT AND CONFIRMED PRIOR TO INSTALLATION.
 - WATER MAIN AND DOMESTIC WATER SERVICE SHALL BE COORDINATED WITH THE AUTHORITY HAVING JURISDICTION AND CONFIRMED PRIOR TO INSTALLATION.



Sheet



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Consultant

Project

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201 E. North Avenue
Villa Park, IL 60181

Sheet

GENERAL NOTES

Issued for

2024.02.02 VILLAGE/ IDOT SUBMITTAL

2024.03.29 VILLAGE/ IDOT RESUBMITTAL

2024.04.19 VILLAGE RESUBMITTAL

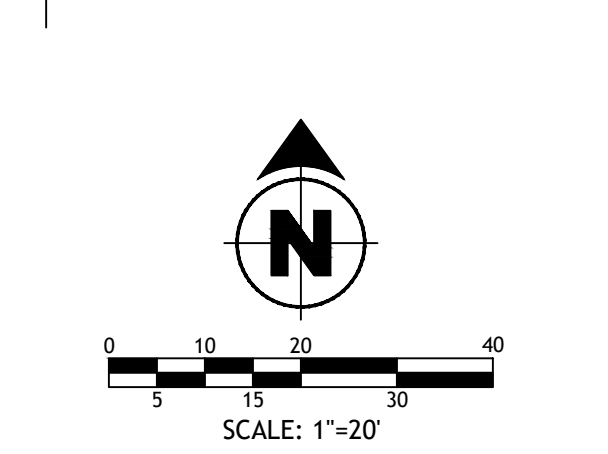
2024.04.29 VILLAGE/ IDOT RESUBMITTAL

Project Number

23-410

Sheet Number

C-001



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Consultant

1. REFER TO GENERAL NOTES ON SHEET C-001 AND C-002 FOR ADDITIONAL INFORMATION.
2. CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION COMPLETELY. STRIP TOPSOIL COMPLETELY AND STOCKPILE FOR REDISTRIBUTION. SEE EROSION CONTROL PLANS.
3. ANY UNSUITABLE SOILS IN STRUCTURAL FILL AREAS SHALL BE ADJUSTED PER THE ENGINEER'S WRITTEN RECOMMENDATIONS. DIMENSIONS ARE TO FACE OF CURBS.
5. ANY CONTRACTOR DAMAGE TO EXISTING PAVEMENT OR CURBS TO REMAIN SHALL BE REMOVED AND RESTORED TO PROPOSED SPECIFICATIONS.
6. EXISTING CONDITIONS ARE AS SHOWN PER SURVEY BY OTHERS. REFER TO SHEETS ALTA 1 OF 2 AND ALTA 2 OF 2.

REFERENCE BENCHMARKS

REFERENCE BENCHMARKS:

DuPAGE COUNTY DATA MONUMENT DK3252

STATION IS AT THE INTERSECTION OF ROUTE 83 AND ENTRANCE TO ELMHURST QUARRY FLOOD CONTROL FACILITY. INTERSECTION IS APPROX. .25 MILES SOUTH OF NORTH AVE. (IL 64). MONUMENT IS 28.6' NE OF LARGE CORNER FENCE POST, 52.5' WNW OF TRAFFIC SIGNAL LIGHT, 137' SW OF THE SW CORNER OF A SIGN FOR THE ELMHURST QUARRY FLOOD CONTROL FACILITY SIGN. THE MONUMENT IS A 3.5" BRASS DISC SET IN CONCRETE ± 2' ABOVE GRADE.

DATUM: NAVD 88
ELEVATION = 675.42

DUPAGE COUNTY DATA MONUMENT DK3101

STATION IS AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH AVENUE AND VILLA AVENUE. STATION IS 58.6 FT SOUTH OF THE CENTERLINE OF NORTH AVENUE, 59.3 FT WEST OF THE CENTERLINE OF VILLA AVENUE, AND 26.5 FT NORTHWEST OF A FIRE HYDRANT. MONUMENT IS 1.2 FT ABOVE ROAD SURFACE ON A 2.5 FT DIAMETER CONCRETE TRAFFIC SIGNAL BASE AND IS FERROMAGNETIC.

DATUM: NAVD 88
ELEVATION = 679.61

SITE BENCHMARKS:

SITE BENCHMARKS:

SITE BENCHMARK #1

SOUTHEAST BOLD ON FIRE HYDRANT AT THE NORTHWEST
CORNER OF SUBJECT PROPERTY

ELEVATION = 681.91

SITE BENCHMARK #2

NORTHWEST TAG BO
SUBJECT PROPERTY

DEMOLITION
PLAN

issued for

2024.02.02 VILLAGE/ IDOT SUBMITTAL

2024.03.29 VILLAGE/ IDOT RESUBMITTAL

2024.04.19 VILLAGE RESUBMITTAL

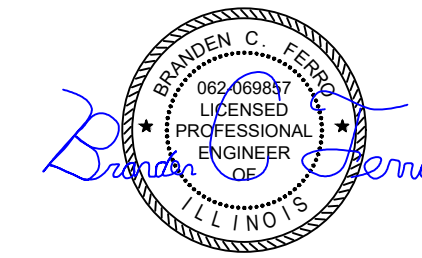
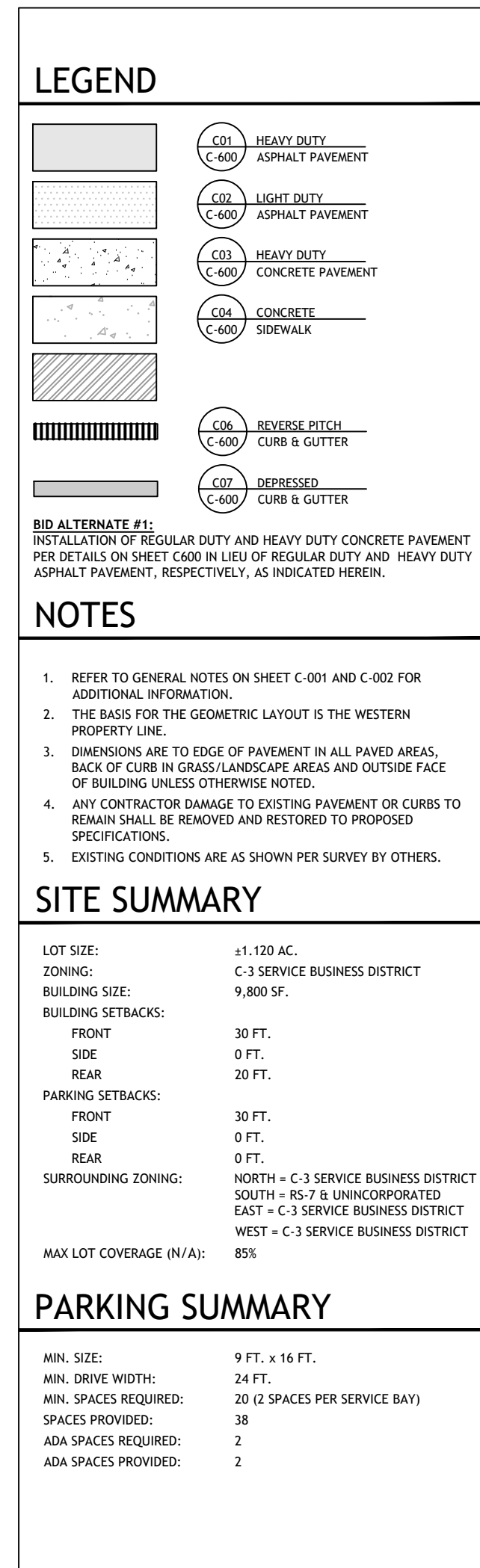
2024 04 29 VILLAGE / IDOT RESUBA

Project Number:

23-410

Sheet Number

C-100



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SITE PLAN

Issued for
2024.02.02 VILLAGE/ IDOT SUBMITTAL
2024.03.29 VILLAGE/ IDOT RESUBMITTAL
2024.04.19 VILLAGE RESUBMITTAL
2024.04.29 VILLAGE/ IDOT RESUBMITTAL

23-410

C-200



Concurs

Project

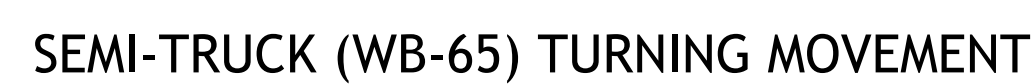
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issued for

Project Number: _____

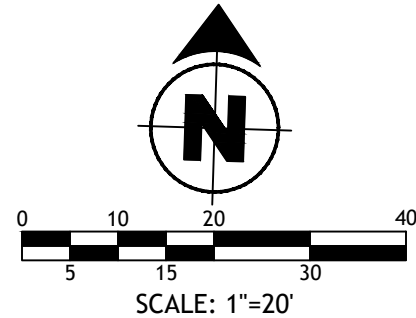
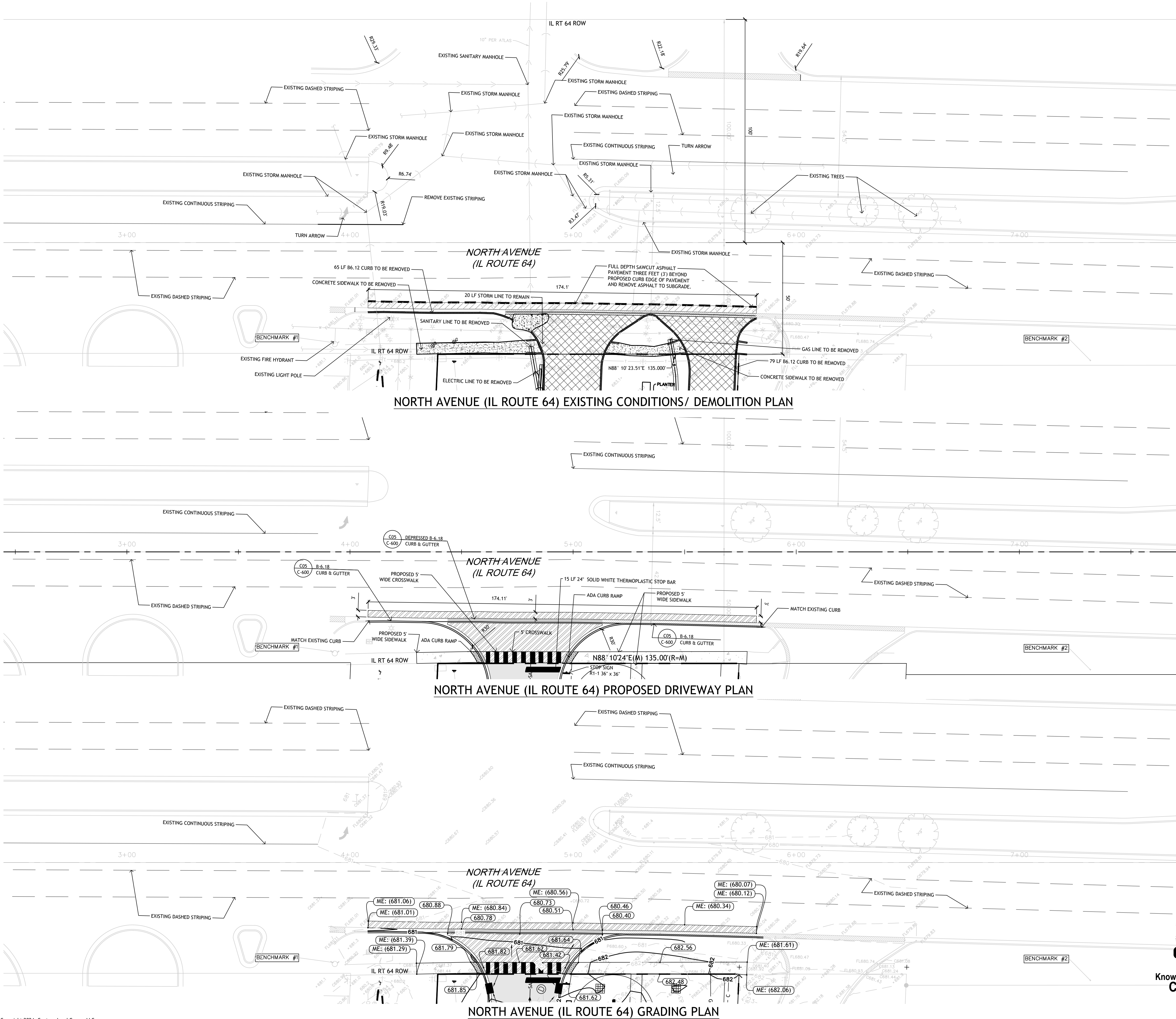
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Page 116 of 573



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A
B
C
D
E
F



LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- SWALE/CHANNEL FLOWLINE
- RIDGE LINE
- GRADE FLOW ARROW
- PAVEMENT/GROUND ELEVATIONS
- RM ELEVATIONS
- TOP OF CURB ELEVATIONS
- MATCH EXISTING (APPROX. ELEV.)
- FULL DEPTH ASPHALT PAVEMENT REMOVAL
- SAWCUT CLEAN LINES AND REMOVE PAVEMENT TO SUBGRADE
- CURB LINE REMOVAL
- FULL DEPTH SAWCUT LINE
- C-600 HEAVY DUTY ASPHALT PAVEMENT
- C-600 IDOT HEAVY DUTY ASPHALT PAVEMENT
- C-600 HEAVY DUTY CONCRETE PAVEMENT
- C-600 CONCRETE SIDEWALK
- C-600 DEPRESSURED CURB & GUTTER

NOTES

- REFER TO GENERAL NOTES ON SHEET C-001 AND C-002 FOR ADDITIONAL INFORMATION.
- THE BASIS FOR THE GEOMETRIC LAYOUT IS THE WESTERN PROPERTY LINE.
- DIMENSIONS ARE TO EDGE OF PAVEMENT IN ALL PAVED AREAS, BACK OF CURB IN GRASS/ LANDSCAPE AREAS AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- ANY CONTRACTOR DAMAGE TO EXISTING PAVEMENT OR CURBS TO REMAIN SHALL BE REMOVED AND RESTORED TO PROPOSED SPECIFICATIONS.
- EXISTING CONDITIONS ARE AS SHOWN PER SURVEY BY OTHERS.

REFERENCE BENCHMARKS

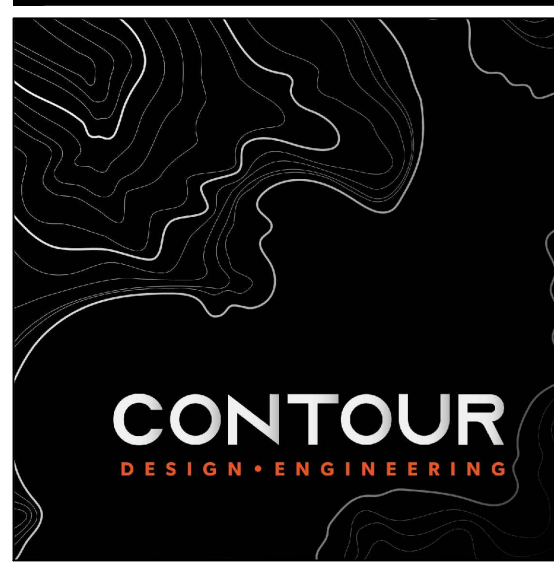
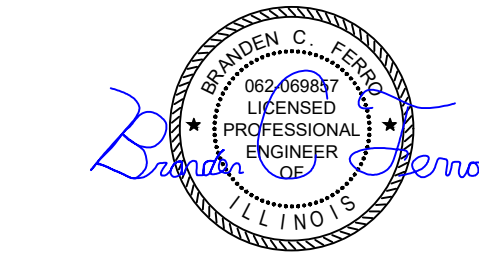
- REFERENCE BENCHMARKS:
- DUPAGE COUNTY DATA MONUMENT DK252
- STATION IS AT THE INTERSECTION OF ROUTE 83 AND ENTRANCE TO ELMHURST QUARRY FLOOD CONTROL FACILITY. INTERSECTION IS APPROX. ± 25 MILES SOUTH OF NORTH AVE., IL 64. MONUMENT IS 28.6' NE OF LARGE CORNER FENCE POST, S2 5' WNW OF TRAFFIC SIGNAL LIGHT, 13' SW OF THE SW CORNER OF A SIGN FOR THE ELMHURST QUARRY FLOOD CONTROL FACILITY. SIGN, THE MONUMENT IS A 3.5" BRASS DISC SET IN CONCRETE ± 2' ABOVE GRADE.
- DATUM: NAVD 88
ELEVATION = 675.42
- DUPAGE COUNTY DATA MONUMENT DK3101
- STATION IS AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH AVENUE AND VILLA AVENUE. STATION IS 58.6 FT SOUTH OF THE CENTERLINE OF NORTH AVENUE, 59.3 FT WEST OF THE CENTERLINE OF VILLA AVENUE, AND 26.5 FT NORTHWEST OF A FIRE HYDRANT. MONUMENT IS 1.2 FT ABOVE ROAD SURFACE ON A 2.5 FT DIAMETER CONCRETE TRAFFIC SIGNAL BASE AND IS FERROMAGNETIC.
- DATUM: NAVD 88
ELEVATION = 679.61

SITE BENCHMARKS:

- SITE BENCHMARK #1
- SOUTHEAST BOLT ON FIRE HYDRANT AT THE NORTHWEST CORNER OF SUBJECT PROPERTY
- ELEVATION = 681.91
- SITE BENCHMARK #2
- NORTHWEST TAG BOLT ON 1ST FIRE HYDRANT EAST OF SUBJECT PROPERTY (277 E. NORTH AVENUE).
- ELEVATION = 682.17

IDOT NOTES

- AN IDOT PRE-QUALIFIED SOILS CONSULTANT SHALL TEST SUB-BASE AND SUB-GRADE FOR SUITABILITY PRIOR TO PCC INSTALLATION.
- AN IDOT PRE-QUALIFIED PHASE III ENGINEER SHALL BE HIRED BY THE APPLICANT OF THIS PERMIT TO INSPECT WORK PERFORMED IN THE STATES RIGHT OF WAY.
- THE APPLICANT OR CONTRACTOR OF THIS PERMIT SHALL REGISTER ON ACTS AT [HTTPS://WWW.IDOTACTS.COM/PERMITS/HOME.JSP](https://www.idotacts.com/permits/home.jsp) TO RECEIVE LANE CLOSURE APPROVAL.



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Sheet

NORTH AVENUE
(IL ROUTE 64)
IMPROVEMENTS

Issued for

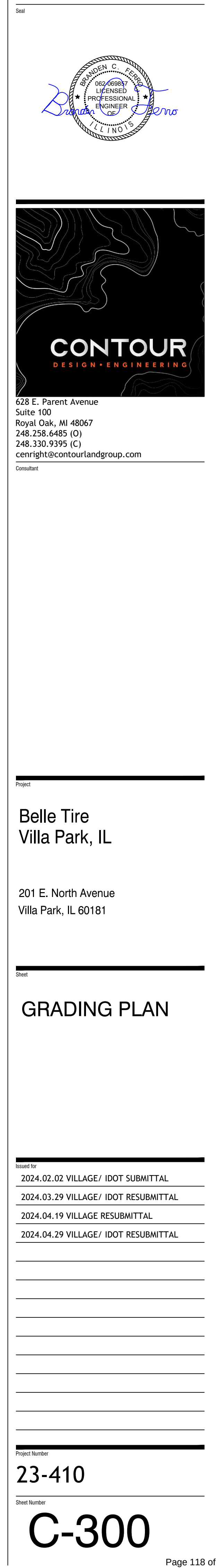
2024.02.02 VILLAGE/ IDOT SUBMITTAL
2024.03.29 VILLAGE/ IDOT RESUBMITTAL
2024.04.19 VILLAGE RESUBMITTAL
2024.04.29 VILLAGE/ IDOT RESUBMITTAL

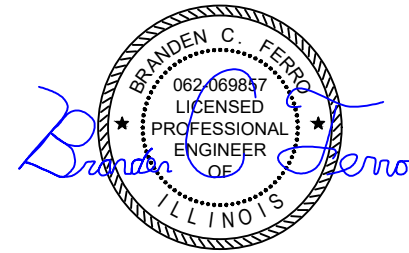
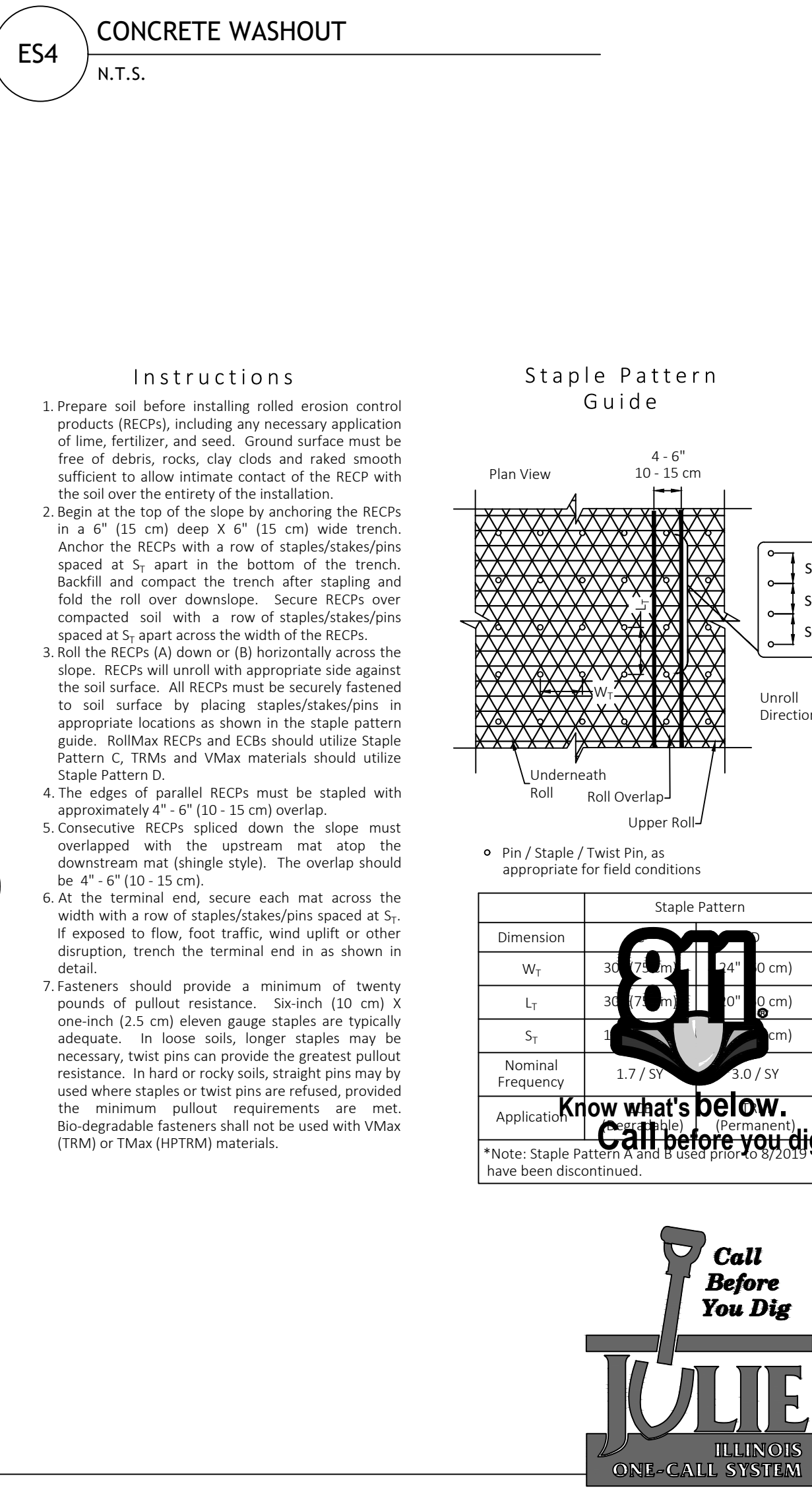
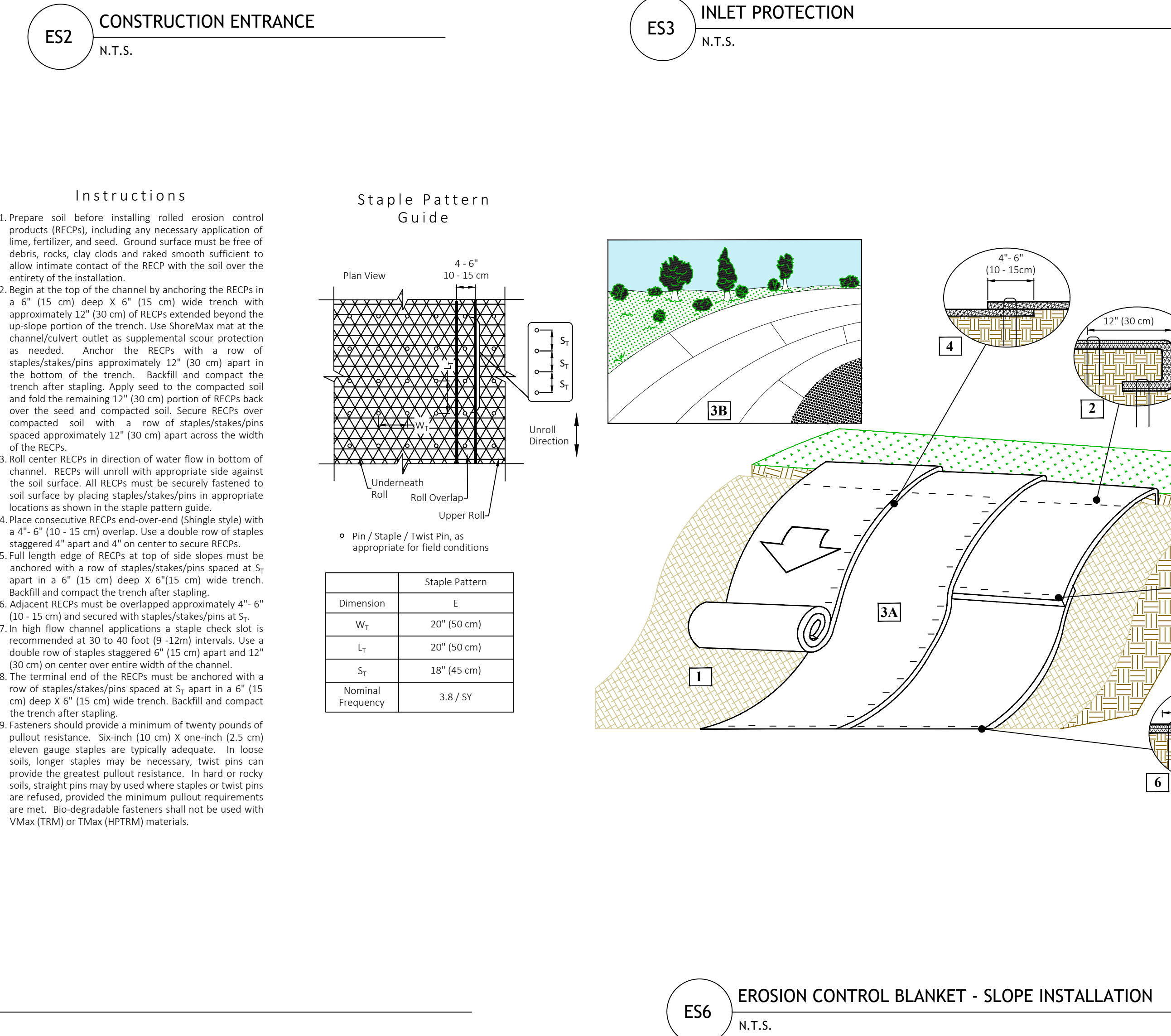
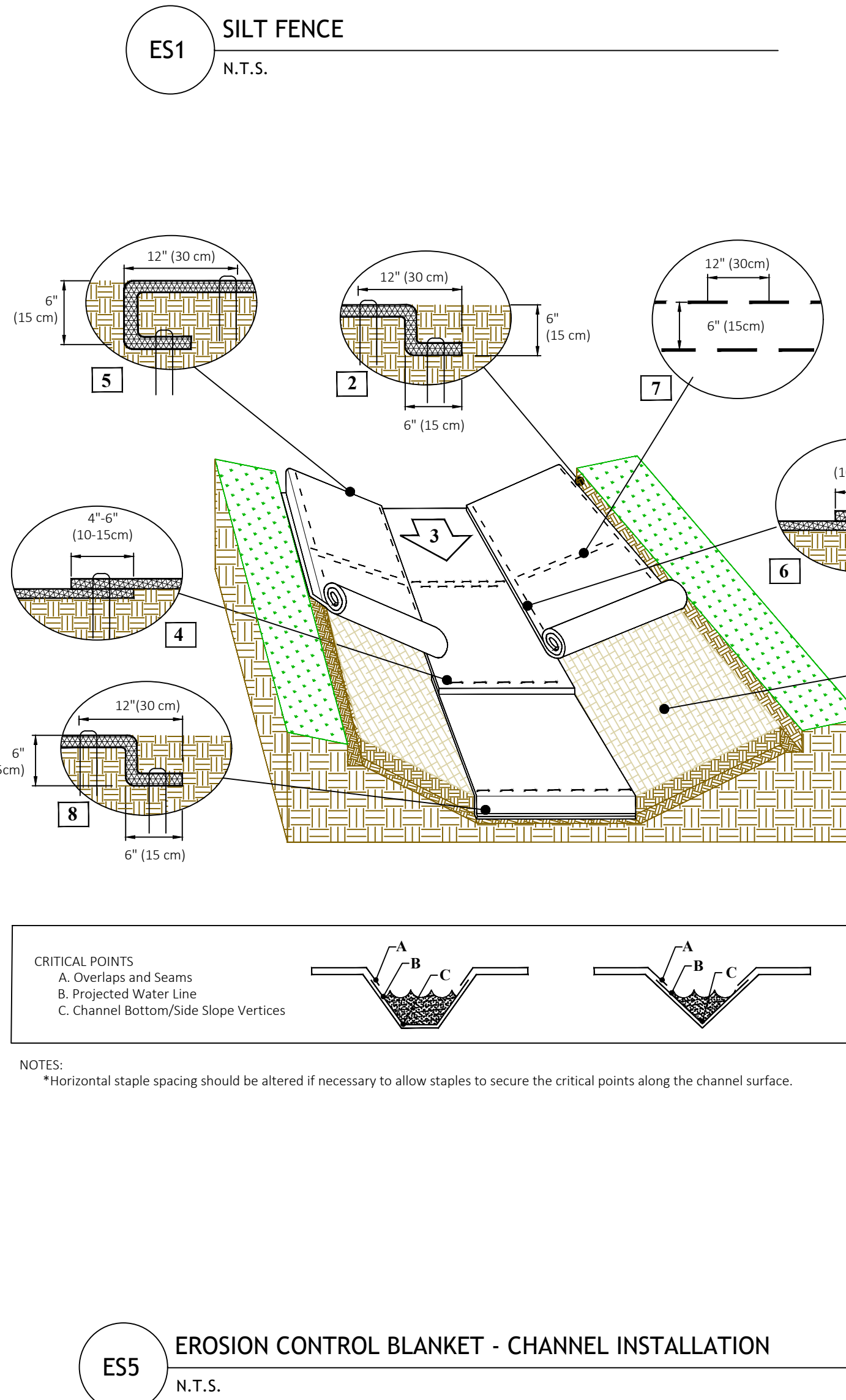
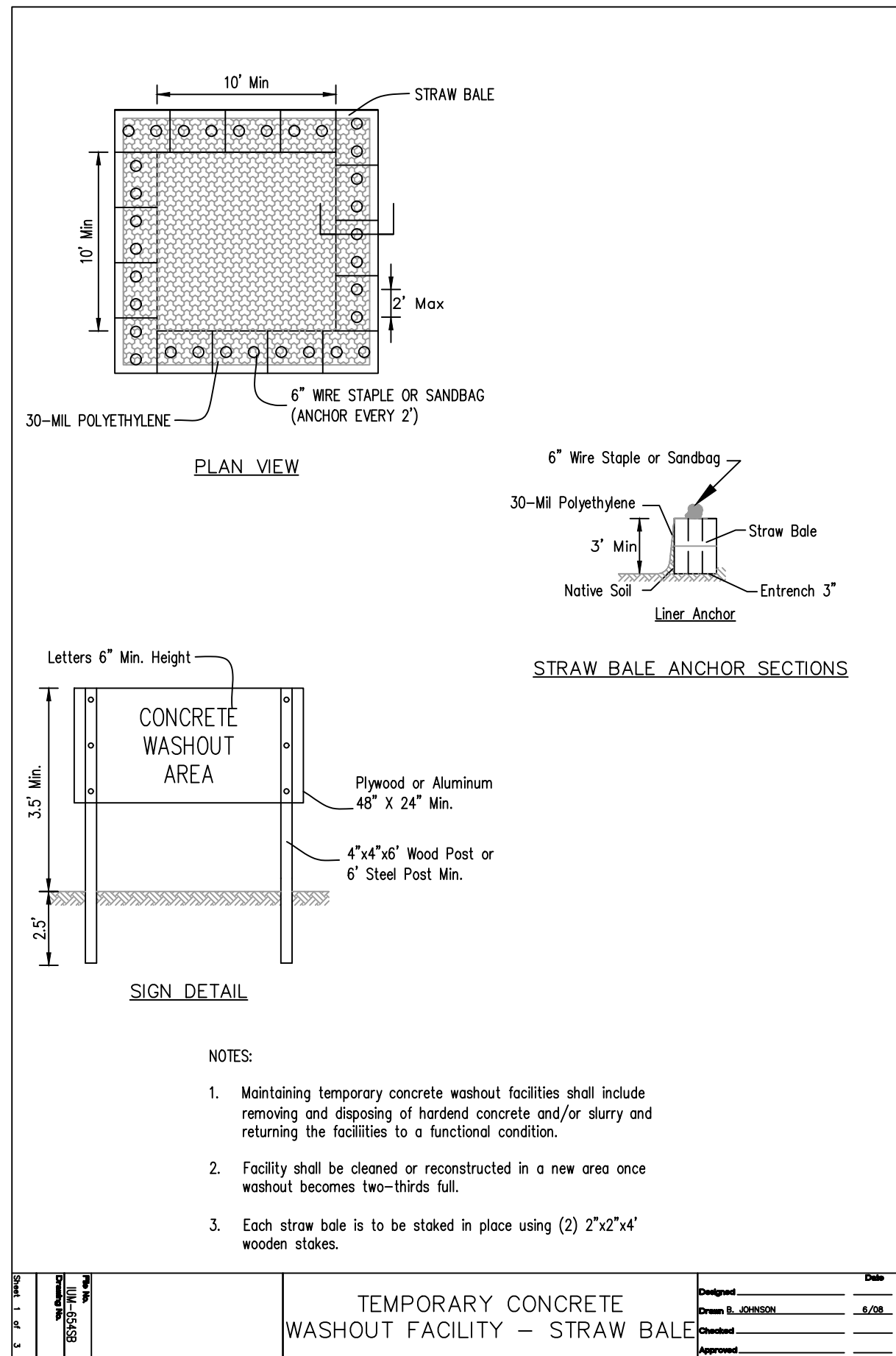
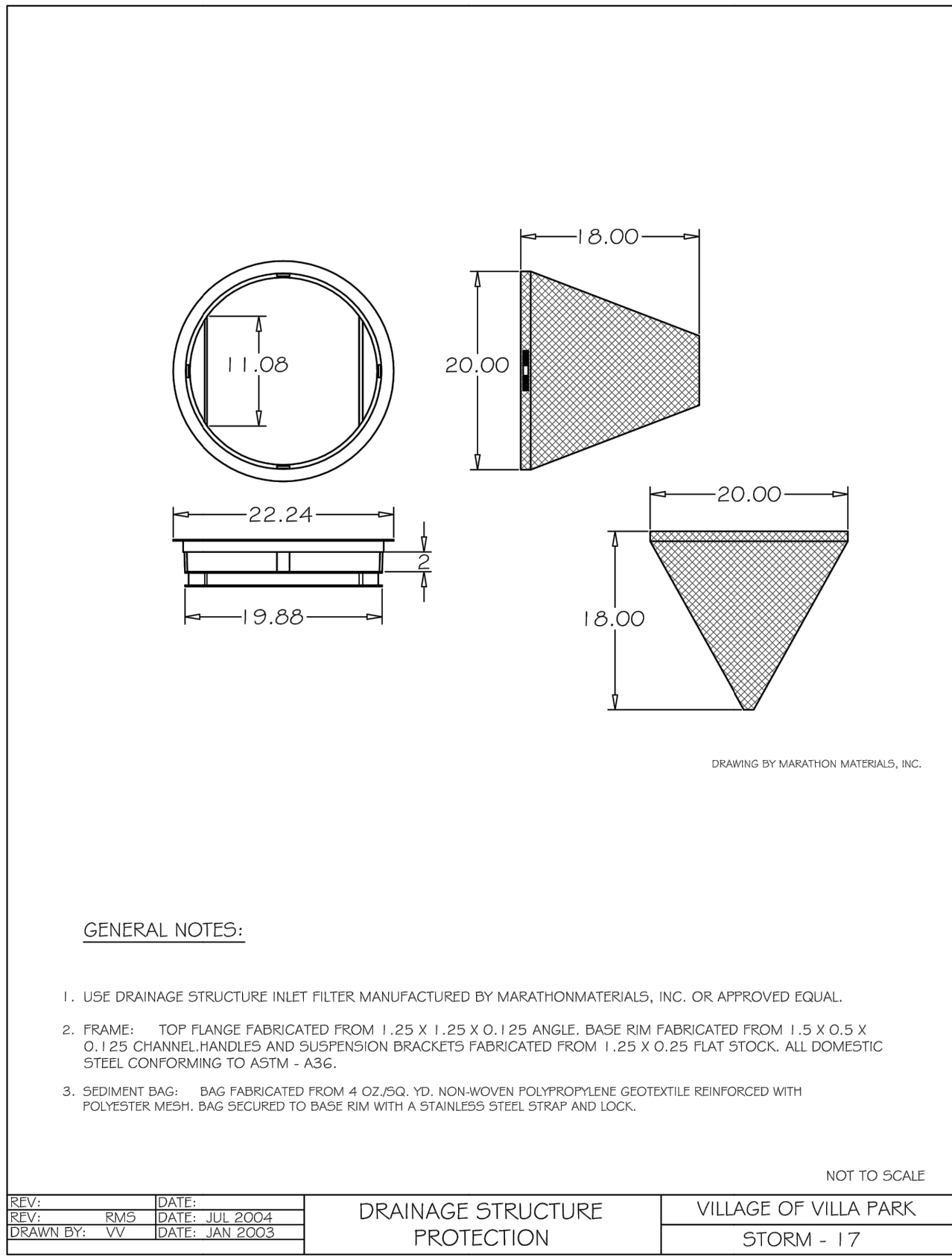
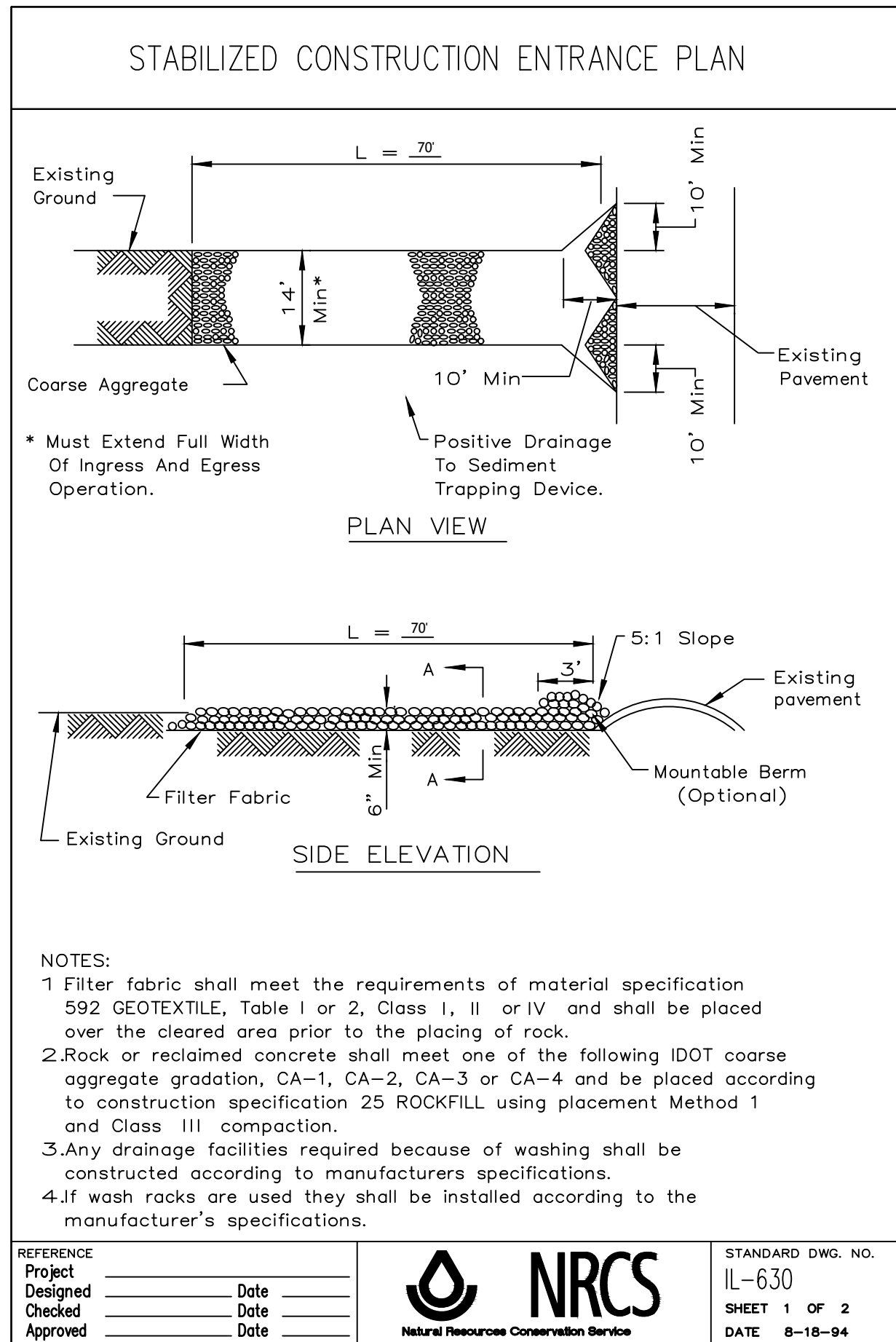
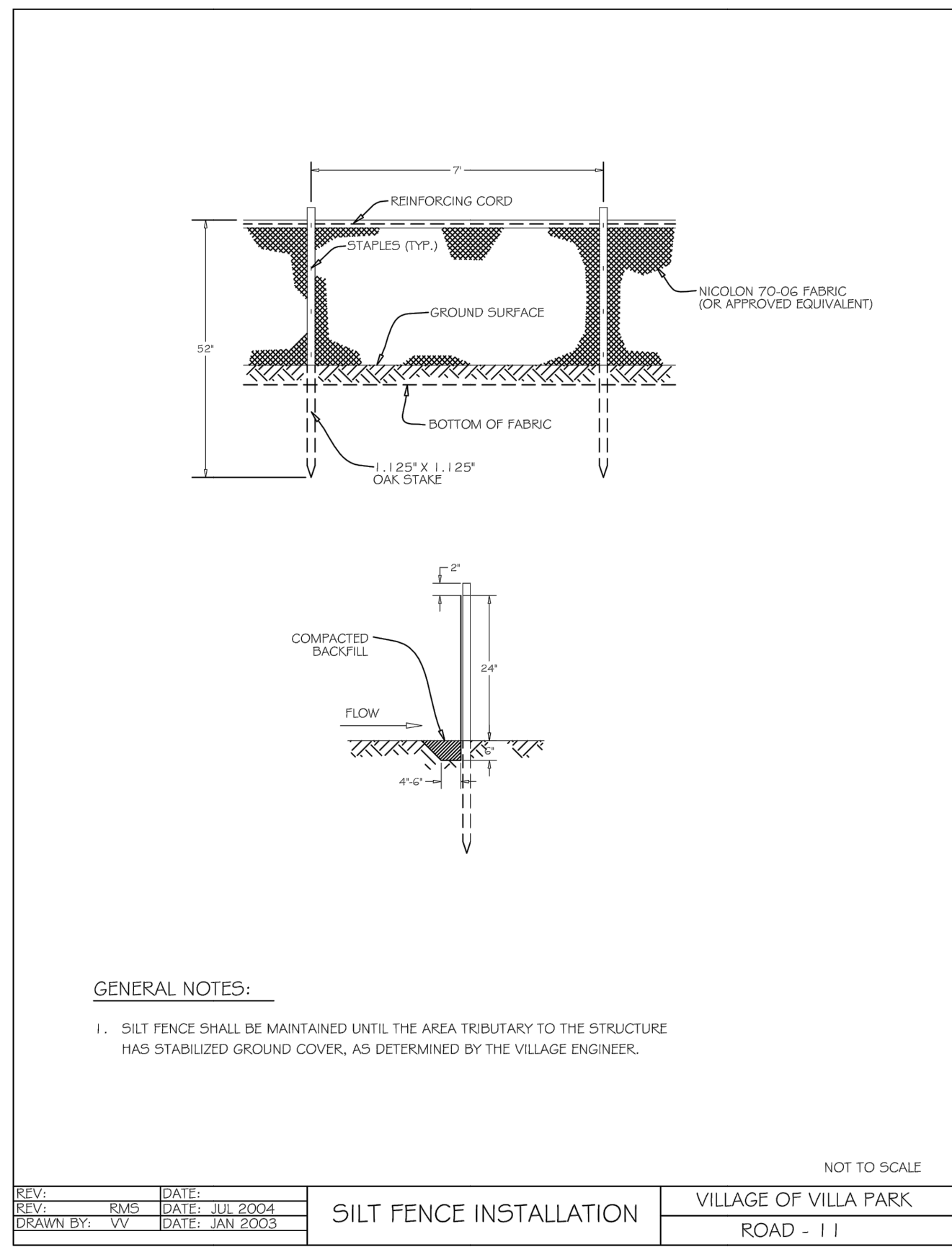
Project Number

23-410

Sheet Number

C-201





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EROSION & SEDIMENT CONTROL DETAILS

2024.02.02 VILLAGE/ IDOT SUBMITTAL

2024.03.29 VILLAGE/ IDOT RESUBMITTAL

2024.04.19 VILLAGE RESUBMITTA

2024.04.29 VILLAGE/ IDOT RESUBMITTAL

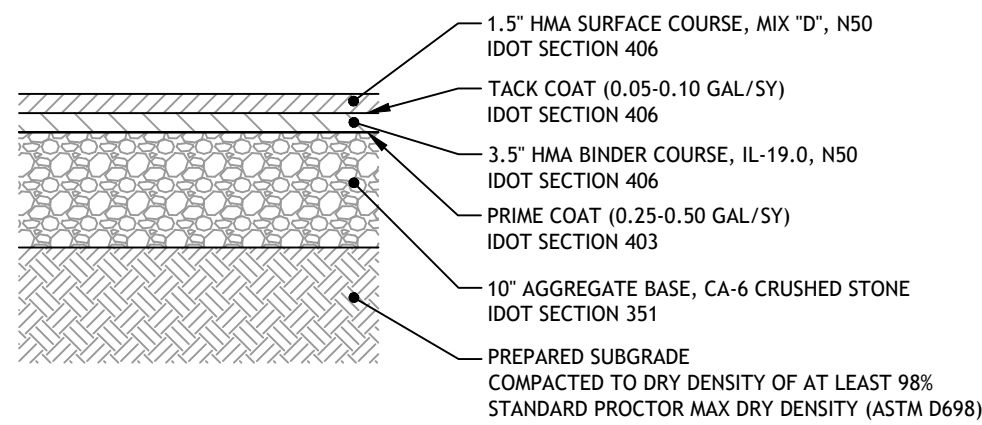
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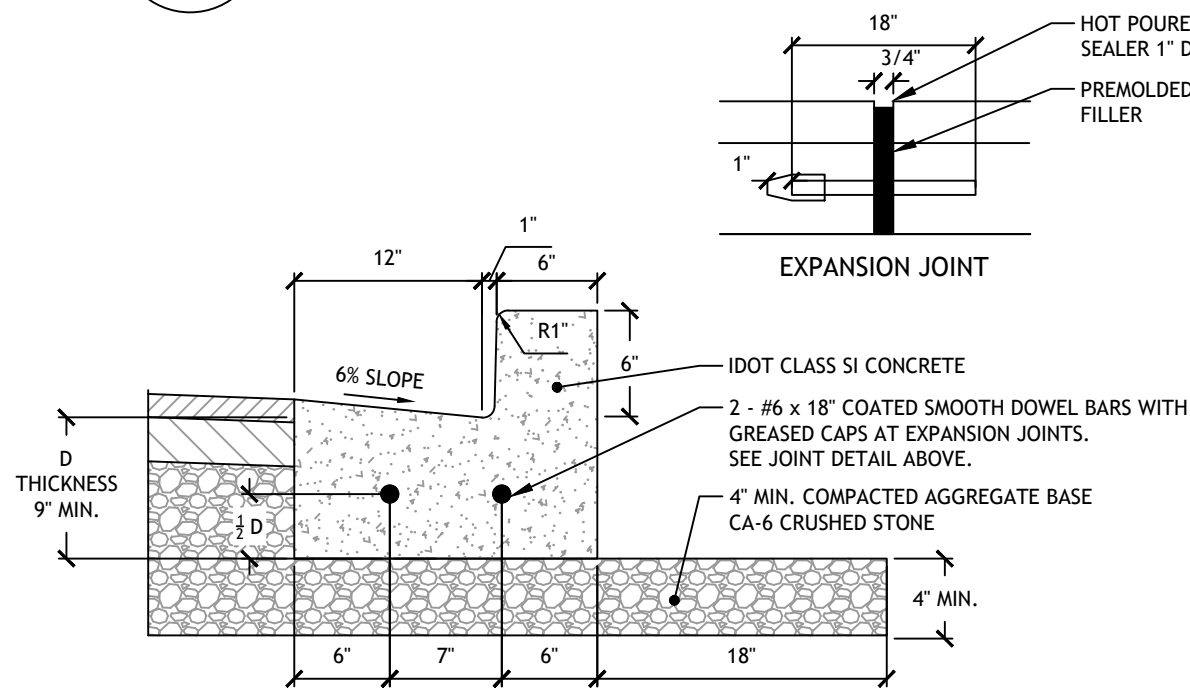


- NOTES:
1. PAVEMENT SHALL CONFORM TO CURRENT IDOT AND VILLAGE OF VILLA PARK STANDARDS AND SPECIFICATIONS.
 2. CONTRACTOR SHALL COMPLY WITH GEOTECHNICAL REPORT RECOMMENDATIONS.

B

C01 HEAVY DUTY ASPHALT PAVEMENT

N.T.S.



- NOTES:
1. CURB AND GUTTER SHALL CONFORM TO CURRENT IDOT AND VILLAGE OF VILLA PARK STANDARD SPECIFICATIONS.
 2. CONTRACTION JOINTS SHALL BE 2\"/>

C

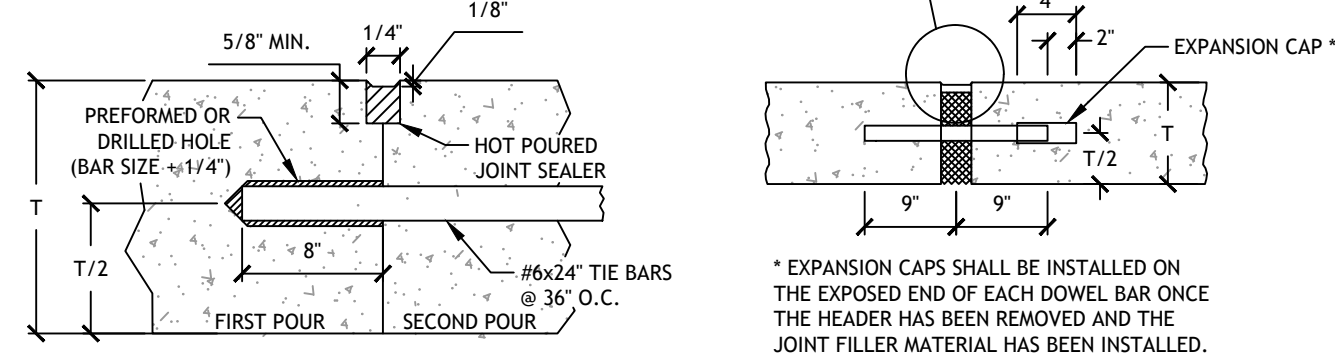
C05 B6.12 - CURB AND GUTTER

N.T.S.



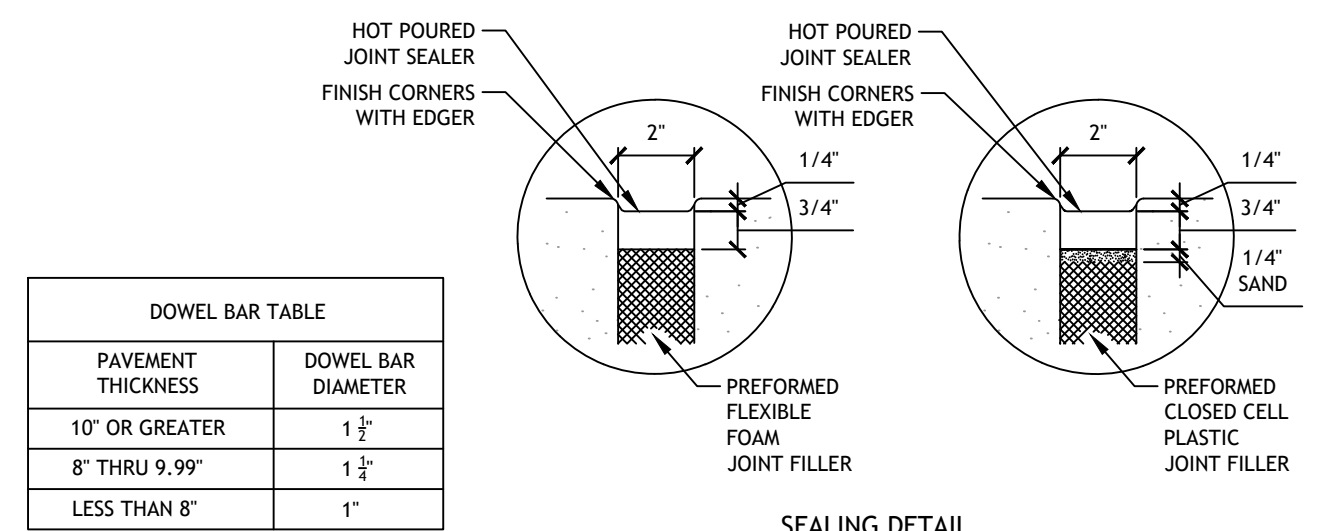
LONGITUDINAL SAWED JOINT

TRANSVERSE CONTRACTION JOINT



LOGITUDINAL CONSTRUCTION JOINT
(TIE BAR GROUTED IN PLACE)

TRANSVERSE EXPANSION JOINT
(FOR PAVEMENTS WITH EQUAL THICKNESS)



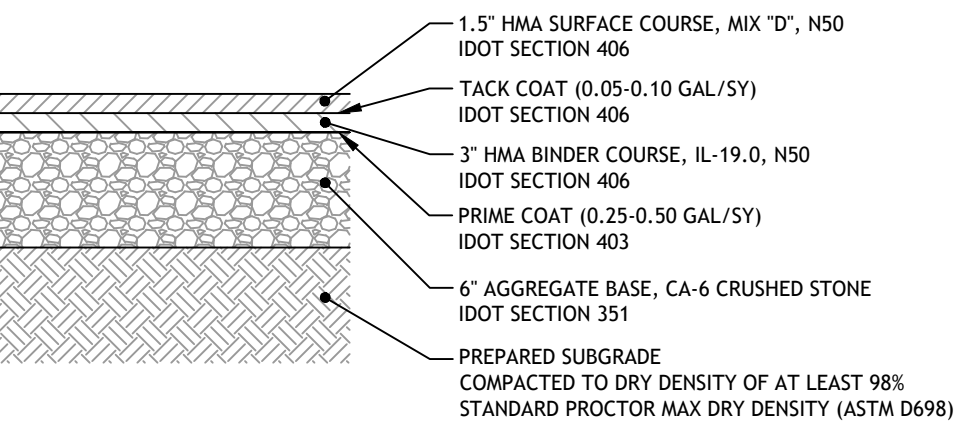
SEALING DETAIL

DOWEL BAR TABLE	
PAVEMENT THICKNESS	DOWEL BAR DIAMETER
10" OR GREATER	1 1/2"
8" THRU 9.99"	1 3/4"
LESS THAN 8"	1"

F

C09 CONCRETE PAVEMENT JOINTS

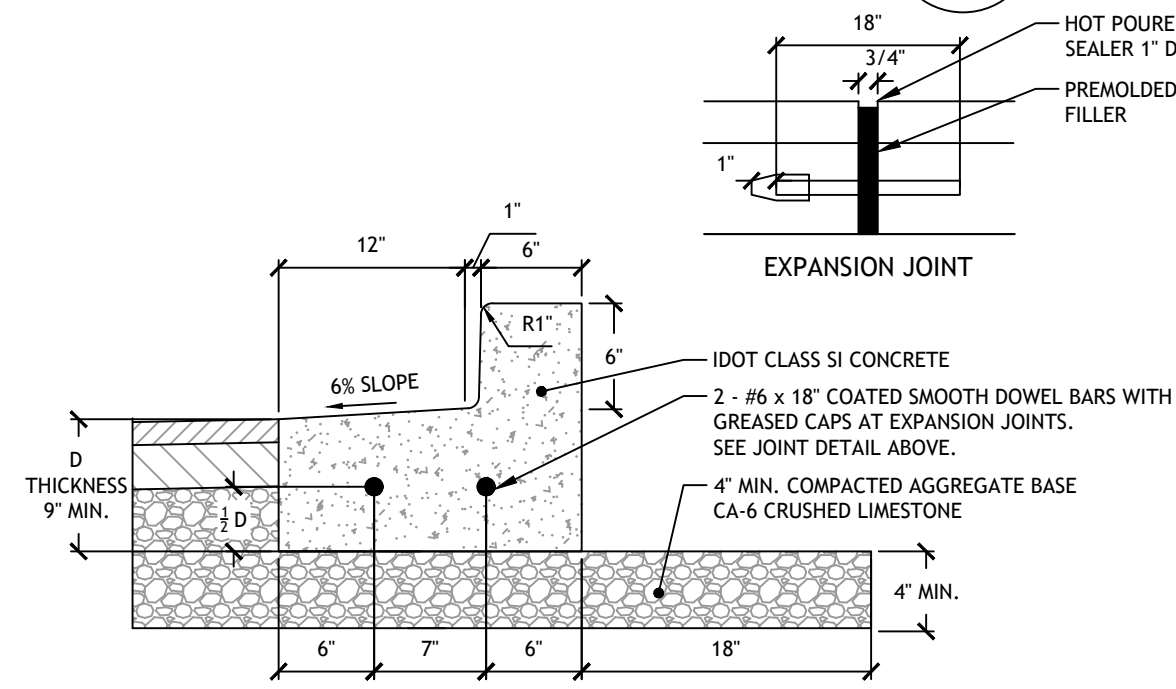
N.T.S.



- NOTES:
1. PAVEMENT SHALL CONFORM TO CURRENT IDOT AND VILLAGE OF VILLA PARK STANDARDS AND SPECIFICATIONS.
 2. CONTRACTOR SHALL COMPLY WITH GEOTECHNICAL REPORT RECOMMENDATIONS.

C02 LIGHT DUTY ASPHALT PAVEMENT

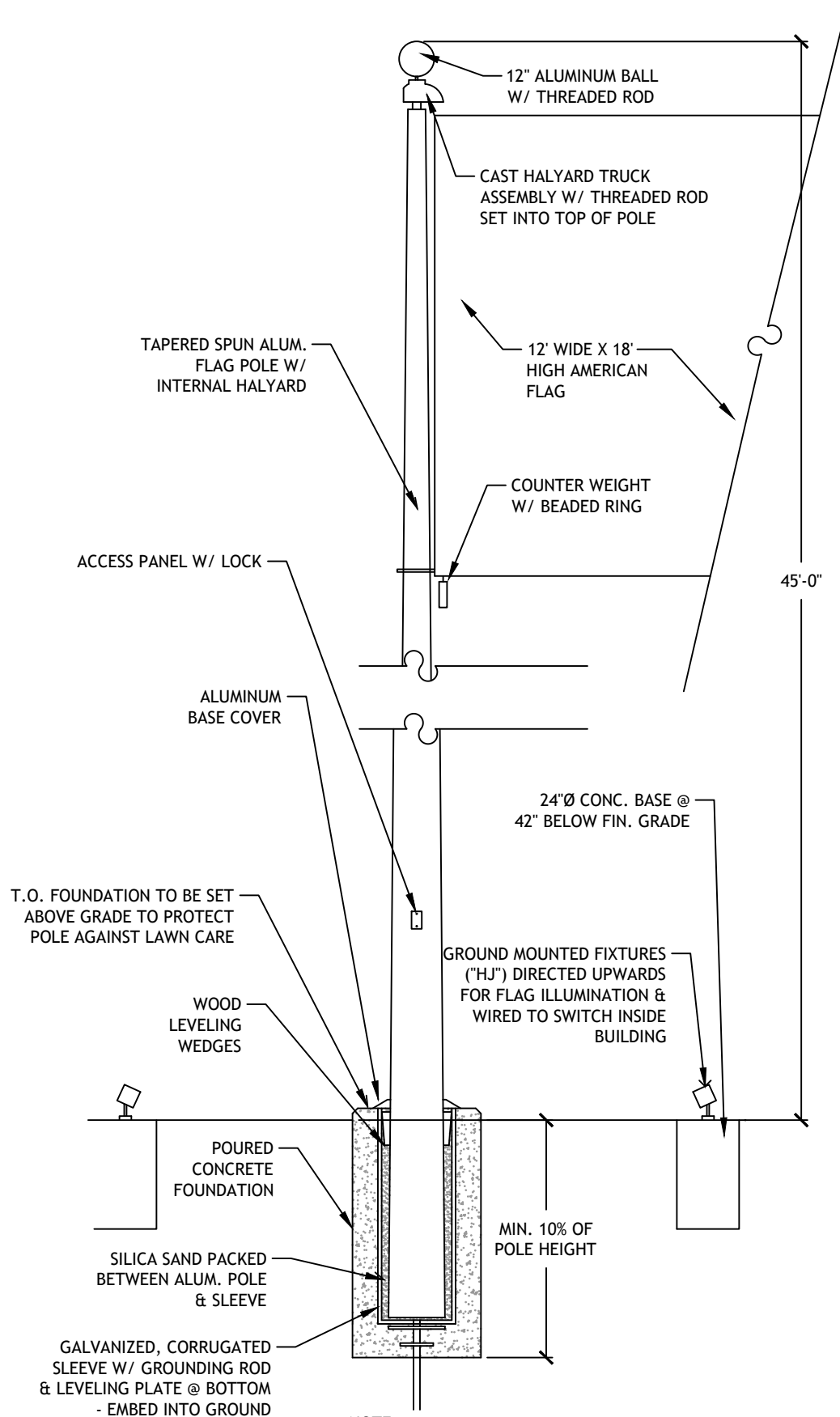
N.T.S.



- NOTES:
1. CURB AND GUTTER SHALL CONFORM TO CURRENT IDOT AND VILLAGE OF VILLA PARK STANDARD SPECIFICATIONS.
 2. CONTRACTION JOINTS SHALL BE 2\"/>

C06 REVERSE PITCH - B6.12 - CURB AND GUTTER

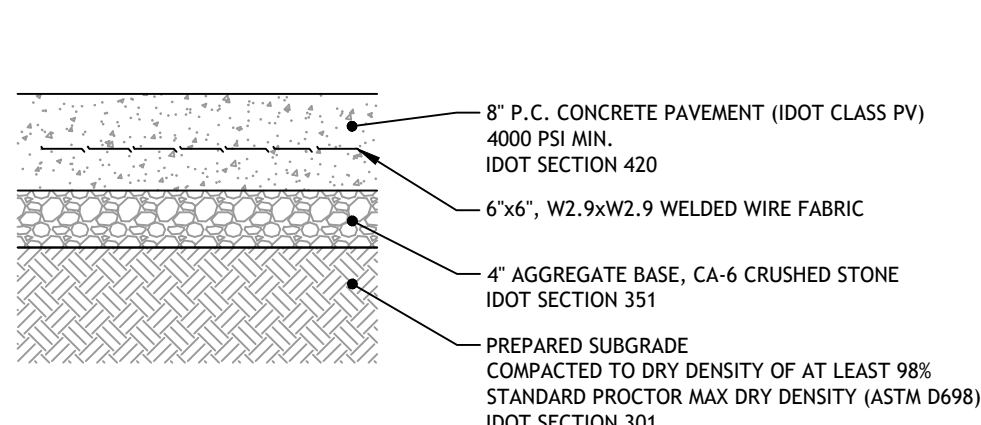
N.T.S.



- NOTE:
1. FLAG POLE PROVIDED AND INSTALLED BY OWNER CONTRACTOR TO PROVIDE AND INSTALL UNDERGROUND ELECTRICAL.

C10 FLAG POLE (PROVIDED BY OWNER)

N.T.S.

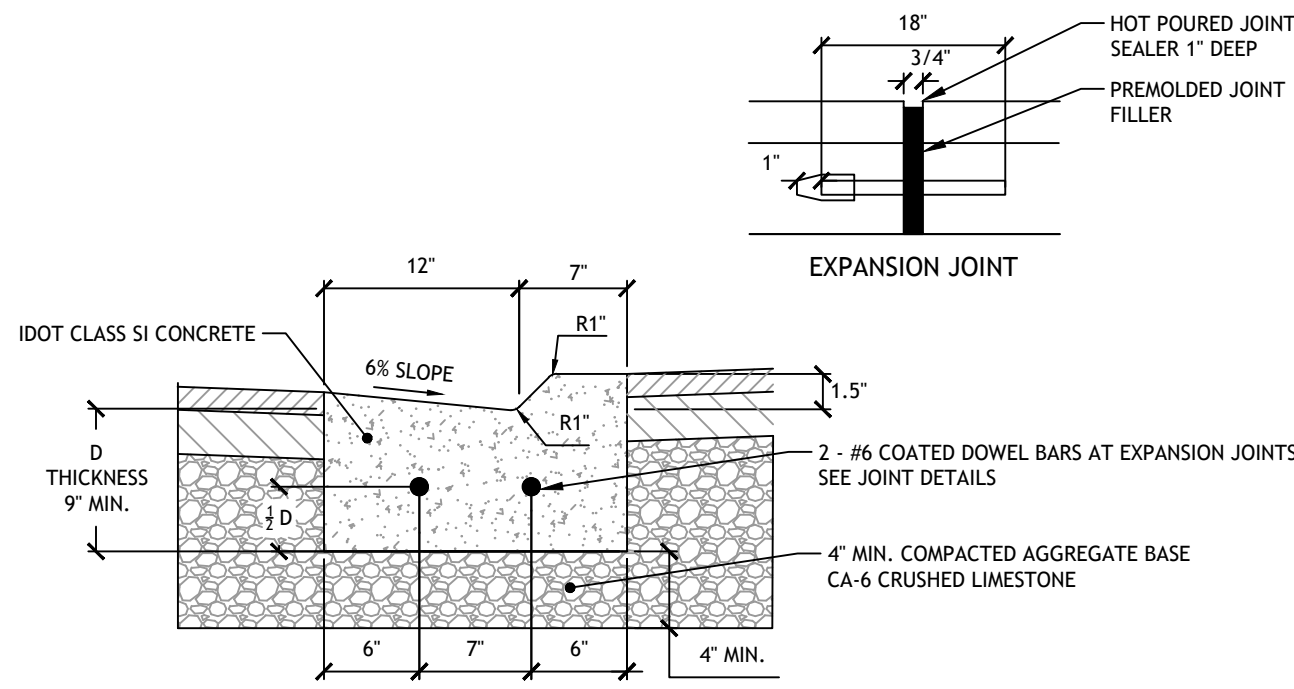


- NOTES:
1. REFER TO CONCRETE JOINT DETAIL ON THIS SHEET.
 2. PAVEMENT SHALL CONFORM TO CURRENT IDOT AND VILLAGE OF VILLA PARK STANDARDS AND SPECIFICATIONS.
 3. CONTRACTOR SHALL COMPLY WITH GEOTECHNICAL REPORT RECOMMENDATIONS.

HEAVY DUTY

C03 CONCRETE PAVEMENT

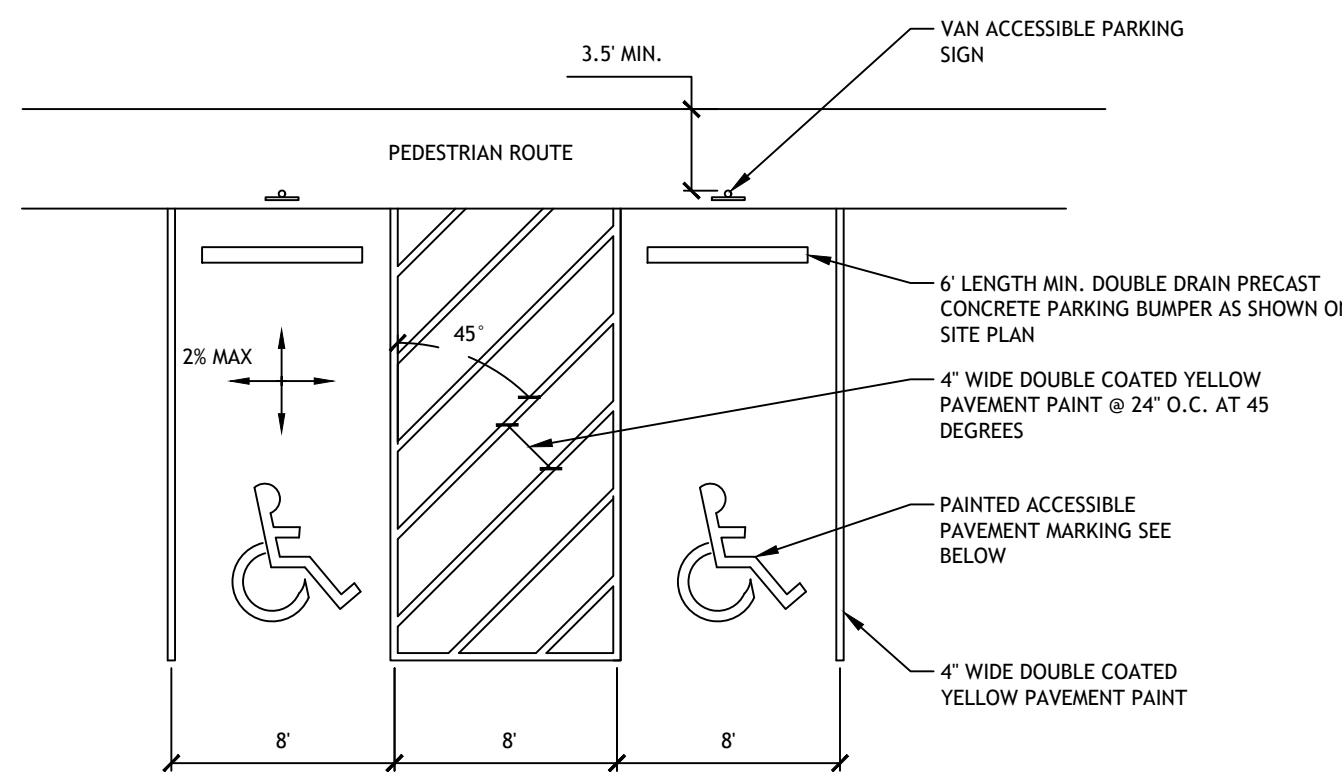
N.T.S.



- NOTES:
1. CURB AND GUTTER SHALL CONFORM TO CURRENT IDOT AND VILLAGE OF VILLA PARK STANDARD SPECIFICATIONS.
 2. CONTRACTION JOINTS SHALL BE 2\"/>

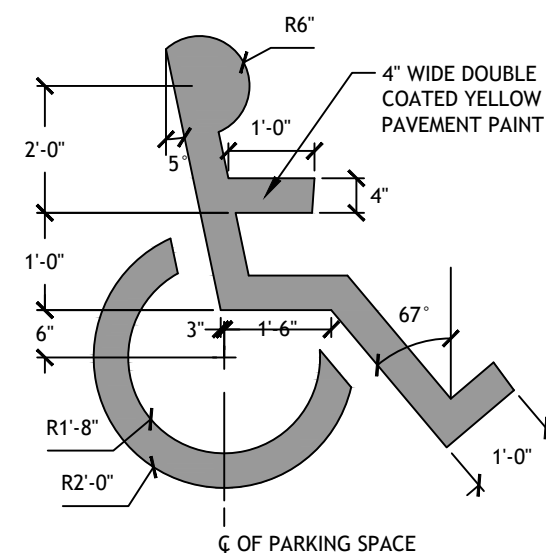
C07 DEPRESSED - B6.12 - CURB AND GUTTER

N.T.S.



- NOTE:
1. ACCESSIBLE PARKING SPACES SHALL FOLLOW CURRENT ADA ACCESSIBLE GUIDELINES. PLEASE REFER TO SITE PLAN FOR ACTUAL DIMENSIONING THAT MAY BE MORE STRINGENT.

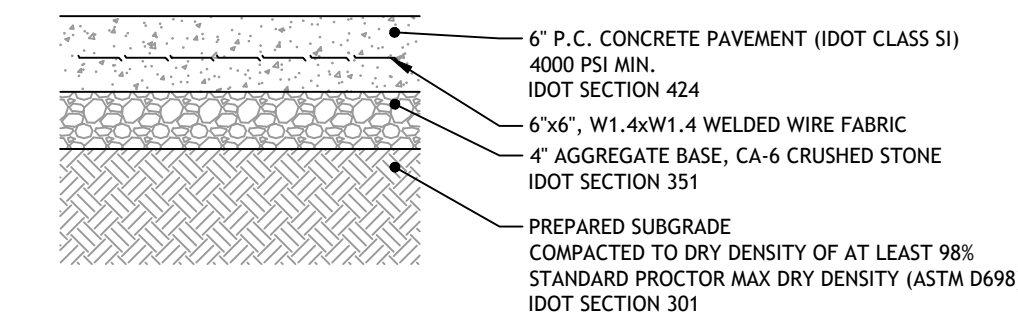
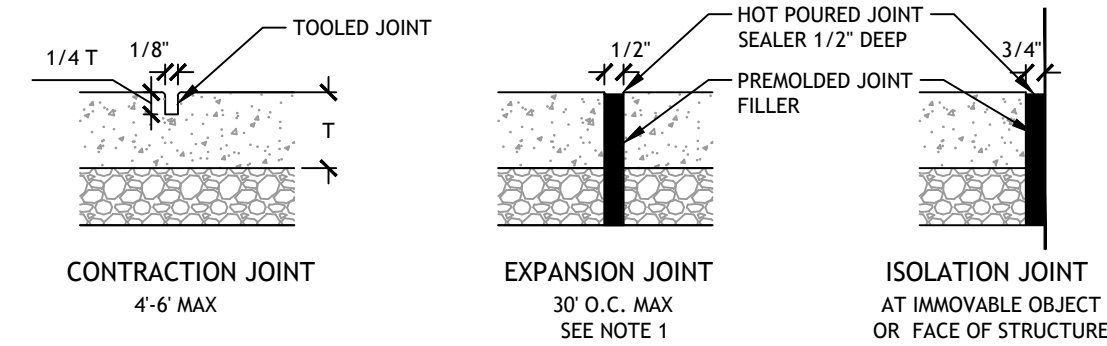
TYPICAL ACCESSIBLE PARKING SPACES



ACCESSIBLE PAVEMENT MARKING

C11 ACCESSIBLE PARKING SPACES

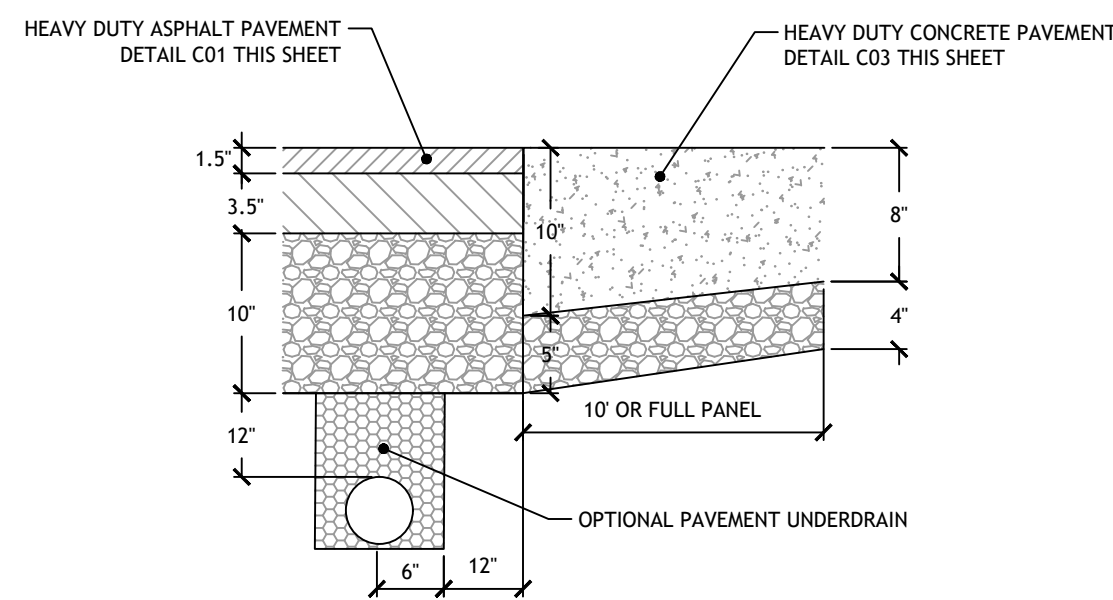
N.T.S.



- NOTES:
1. EXPANSION JOINTS SHALL BE PROVIDED WHERE WALK ABUTS BACK OF CURB, CONCRETE PAVEMENT, EXISTING WALK, UTILITY APPURTENANCES AND CHANGE OF DIRECTION.
 2. SIDEWALKS SHALL CONFORM TO CURRENT ADA ACCESSIBILITY GUIDELINES.
 3. APPLY MEMBRANE CURING COMPOUND PER IDOT SECTIONS 1022 AND 1022 REQUIRED.

C04 CONCRETE SIDEWALK

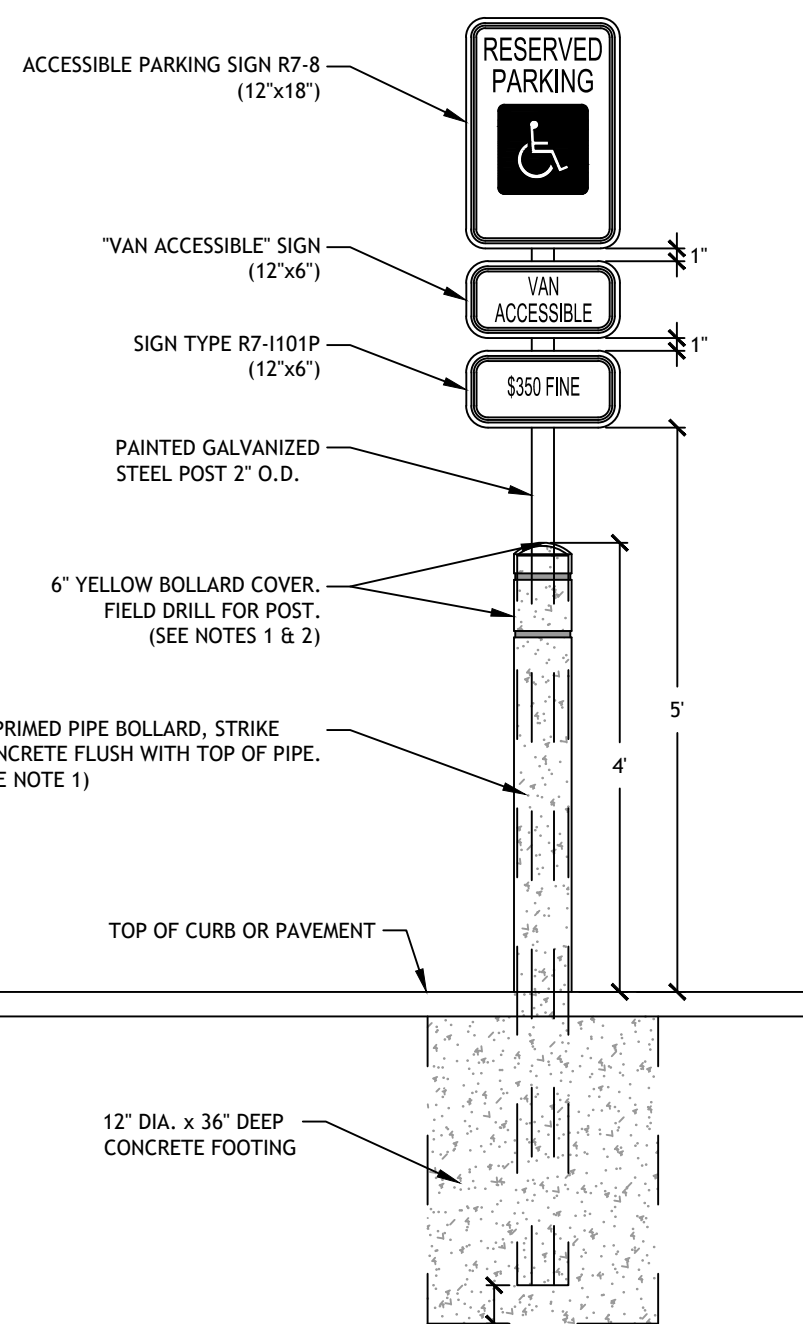
N.T.S.



- NOTES:
1. BASED ON WETNESS OF UNDERLYING SOILS, CONTRACTOR MAY INSTALL 6\"/>

C08 CONCRETE PAVEMENT THICKENED EDGE

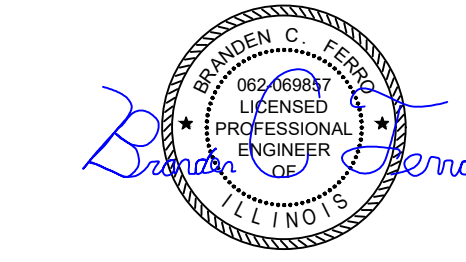
N.T.S.



- NOTES:
1. BOLLARD NOT REQUIRED IF ACCESSIBLE SIGNAGE IS LOCATED IN GRASS AND OVER THREE (3) FEET BEYOND THE BACK OF CURB.
 2. BOLLARD SHALL BE IDEAL SHIELD 1/8\"/>

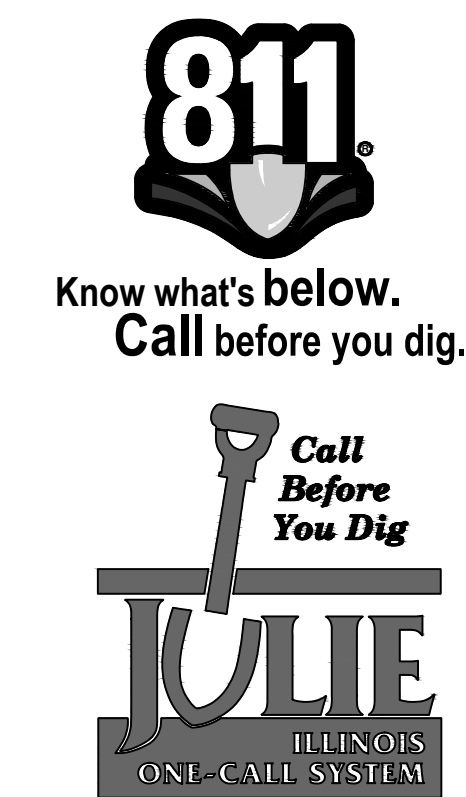
ACCESSIBLE PARKING SIGN

Seal



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Sheet

DETAILS

Issued for

2024.02.02 VILLAGE / IDOT SUBMITTAL

2024.03.29 VILLAGE / IDOT RESUBMITTAL

2024.04.19 VILLAGE RESUBMITTAL

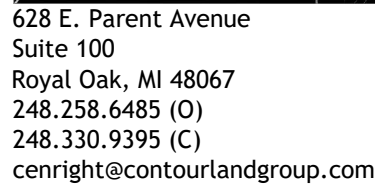
2024.04.29 VILLAGE / IDOT RESUBMITTAL

Project Number

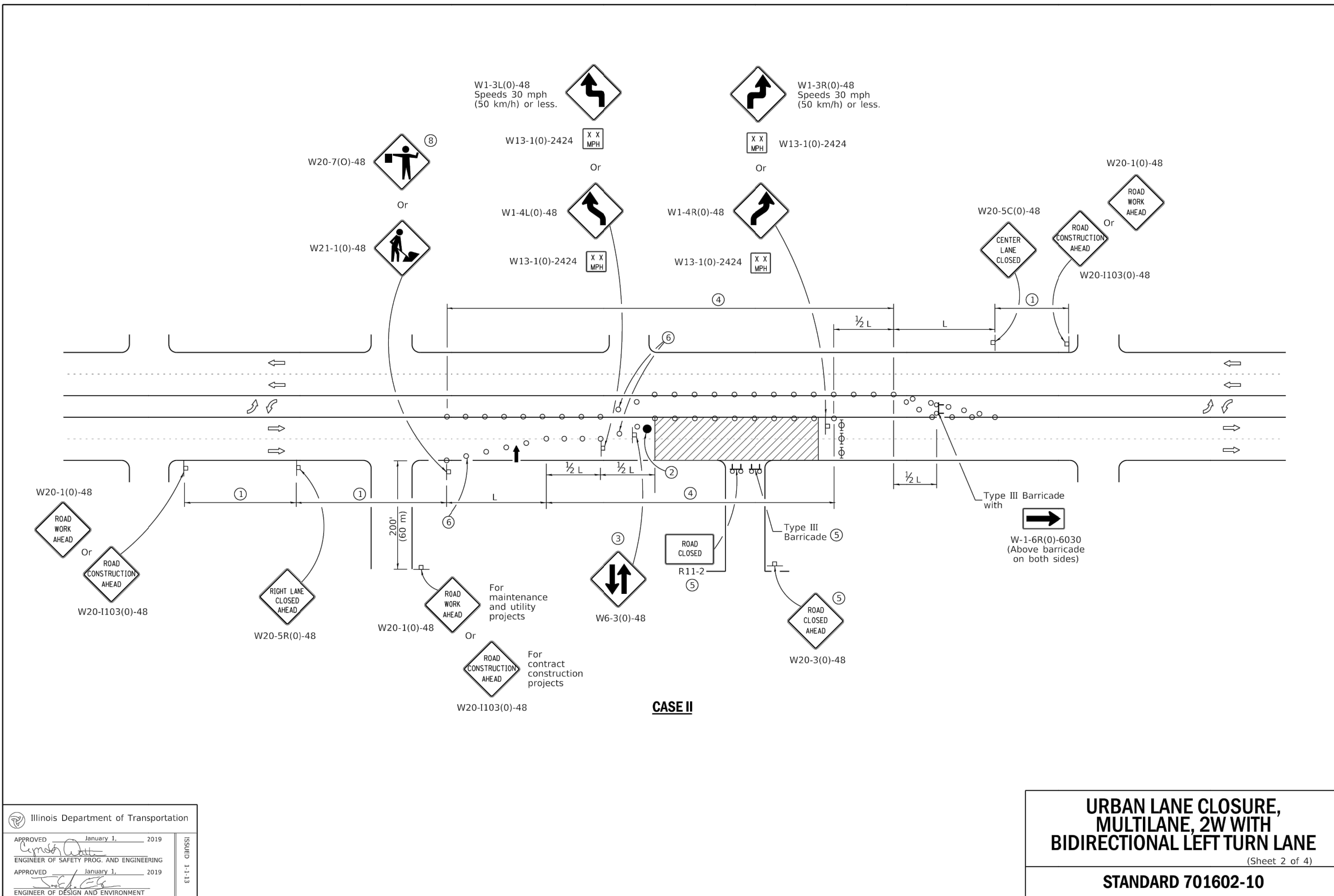
23-410

Sheet Number

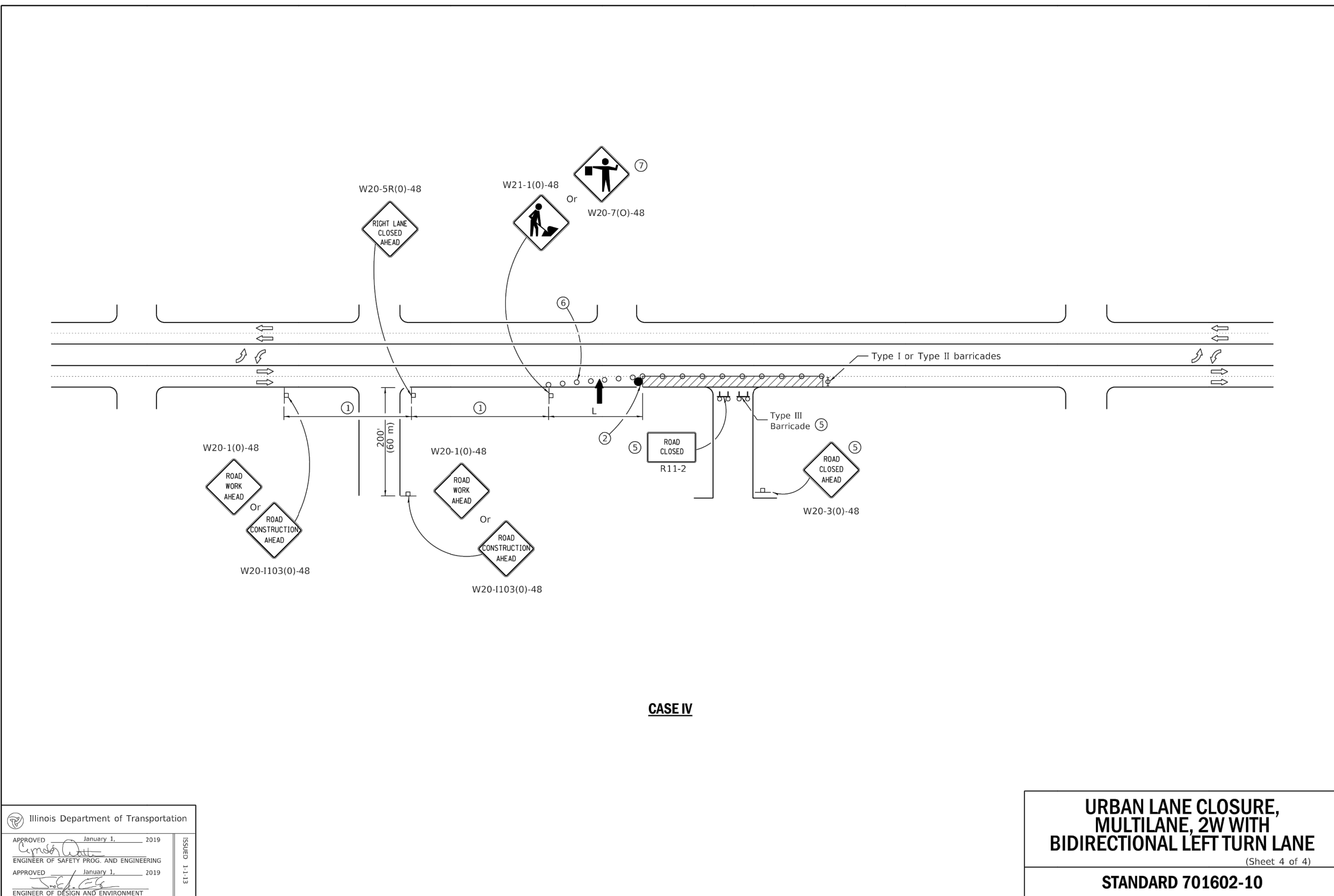
C-600



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Belle Tire
Villa Park, IL

Sheet

DETAILS

ISSUED TO

2024 02 02 VILLAGE / IDOT SUBMITTAL

2024.03.29 VILLAGE / IDOT RESUBMITTAL

2024.04.19 VILLAGE RESUBMITTAL

2024.04.29 VILLAGE / IDOT RESUBMITTAL

Project Number: _____

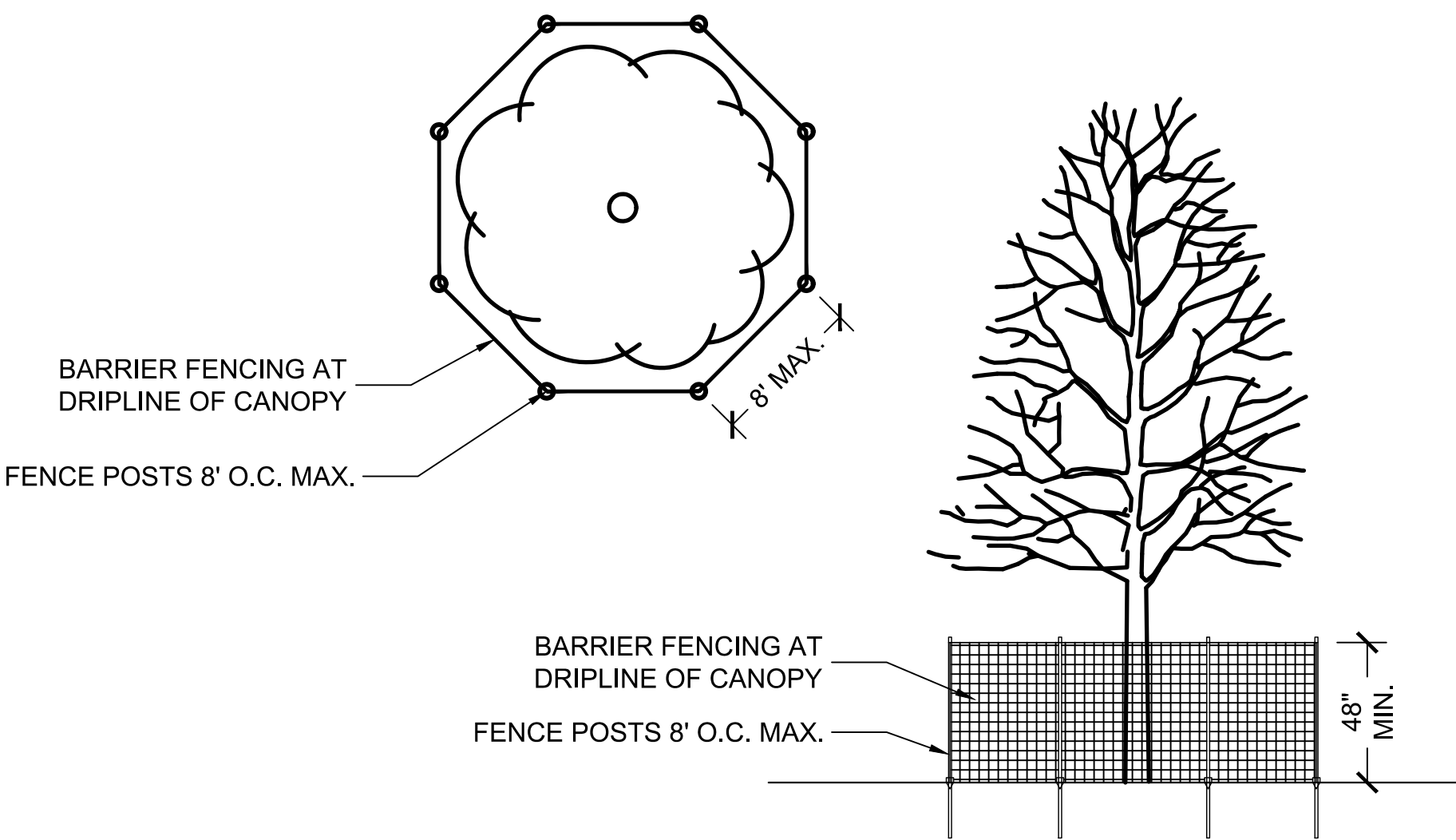
23-410

Sheet Number

C-604

SURVEY OF EXISTING TREES

TREE #	SIZE	SCIENTIFIC NAME	COMMON NAME	BEST 1	
				CONDITION	COMMENTS
101	11" MS	ULMUS PUMILA	SIBERIAN ELM	3	OFF-SITE, SPLIT LEADER
102	12" MS	ULMUS PUMILA	SIBERIAN ELM	3	OFF-SITE, SPLIT LEADER
103	14" MS	ACER SACCARINUM	SILVER MAPLE	3	CROWDED, POWER LINES, REMOVE
104	19"	ULMUS AMERICANA	AMERICAN ELM	4	DIE - OFF, VINES, REMOVE



2 TREE PRESERVATION BARRIER FENCING DETAIL

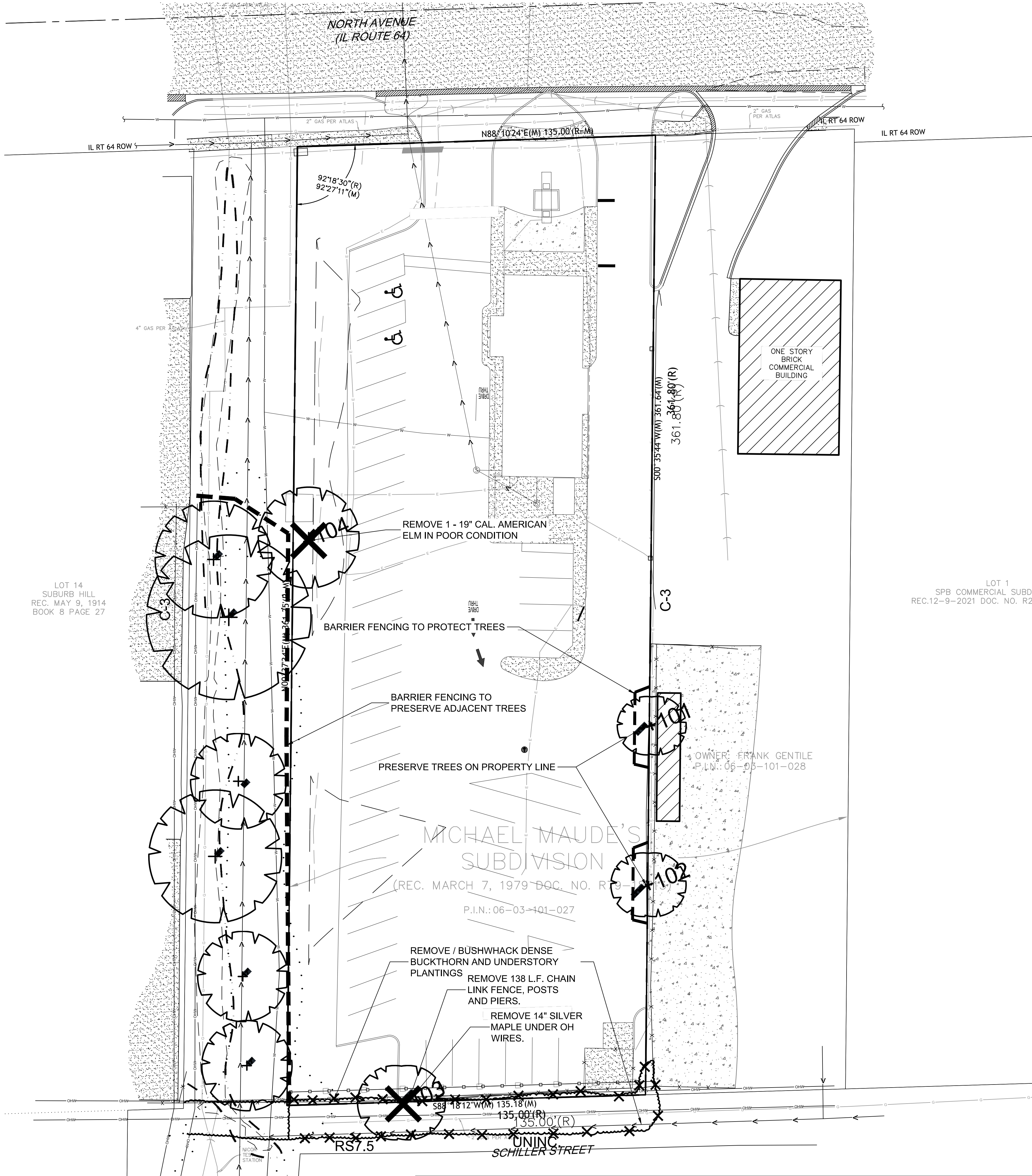
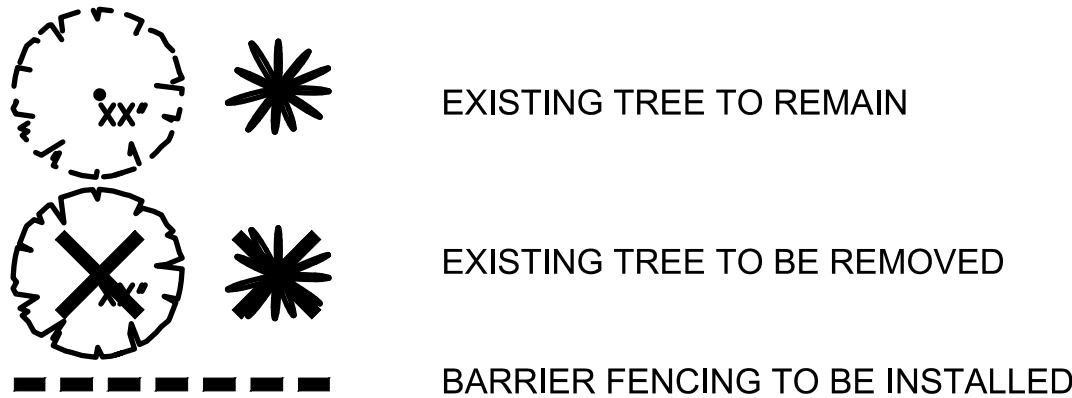
EXISTING VEGETATION DESCRIPTION

THE PROJECT SITE CONSISTS OF A VACATED RESTAURANT. 4 TREES EXIST ON THE SITE. ONE 19" CALIPER AMERICAN ELM IN POOR CONDITION WILL BE REMOVED AS PART OF THIS CONTRACT.

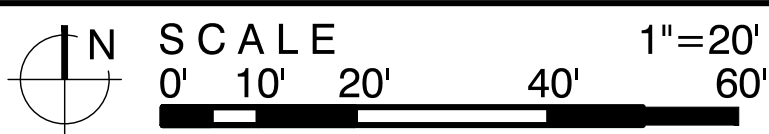
TREE PROTECTION & REMOVAL NOTES

- CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS AND PERMISSIONS TO PRUNE, REMOVE, AND/OR TRANSPLANT ANY TREES ON SITE.
- DEAD AND DYING MATERIAL ON THE SITE SHALL BE REMOVED OR PRUNED. MATERIALS NOT LABELED ON THE PROTECTION PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR REMEDIATION.
- DURING CONSTRUCTION EXISTING TREES OVER FOUR INCHES IN CALIPER SHALL BE PROTECTED WITH BARRIER FENCING.
- BARRIER SHALL BE CONSTRUCTED OF A MIN. 48" TALL SNOW FENCE OR SIMILAR AND SUPPORT POSTS MIN. 6" O.C. AND SHALL BE ERECTED ONE FOOT BEYOND THE DRIP LINE OFF ALL EXISTING TREES ON SITE AND ADJACENT SITES TO REMAIN.
- BARRIER FENCING SHOWN ON THE PLAN IS APPROXIMATE. CONTRACTOR SHALL ADJUST LOCATION OF BARRIER TO POSITION OUTLINED IN COMMENT 4.
- NO EXCESS SOIL OR ADDITIONAL FILL, BUILDING MATERIALS OR DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE BARRIER.
- NO VEHICLES OR HEAVY MACHINERY SHALL BE ALLOWED TO WORK WITHIN THE BARRIER AREA.
- NO ATTACHMENTS OR WIRES, OTHER THAN PROTECTIVE GUY WIRES, SHALL BE ATTACHED TO ANY OF THE TREES WHICH ARE WITHIN PROTECTIVE BARRIER.
- STUMPS OR TREE REMAINS NOT TO BE FULLY EXCAVATED SHALL BE REMOVEED. A STUMP GRINDER SHALL BE USED TO REMOVE ALL REMAINING ROOTS AND WOODY MATERIAL. WITHIN A 24" RADIUS OF THE TREE TRUNK TO MIN. 6" BELOW GRADE. DISTURBED AREA SHALL BE BACKFILLED WITH COMPACTED TOPSOIL TO MEET SURROUNDING GRADES.

TREE PROTECTION & REMOVAL LEGEND



1 TREE PROTECTION & REMOVAL PLAN



LG Landscape Architecture
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SEAL
LARRY C. GLASSCOCK, JR.
LICENSED LANDSCAPE ARCHITECT
STATE OF ILLINOIS
EXPIRES 08/2025

PROJECT TEAM
CONTOUR
DESIGN • ENGINEERING

PROJECT NAME

BELLE TIRE

201 E. North Ave,
Villa Park, 60181

DRAWING ISSUED

NO.	TITLE	DATE
1.	Preliminary Review	01/30/2024
2.	Rev's per Comments	03/29/2024
3.	Rev's per Comments	04/29/2024

SET TYPE
LANDSCAPE PLANS

PROJECT NUMBER
2401006

DATE
01-30-2024
DRAWN BY: LCG
APPROVED BY: LCG

SHEET TITLE
TREE PROTECTION & REMOVAL
PLAN

SHEET NUMBER

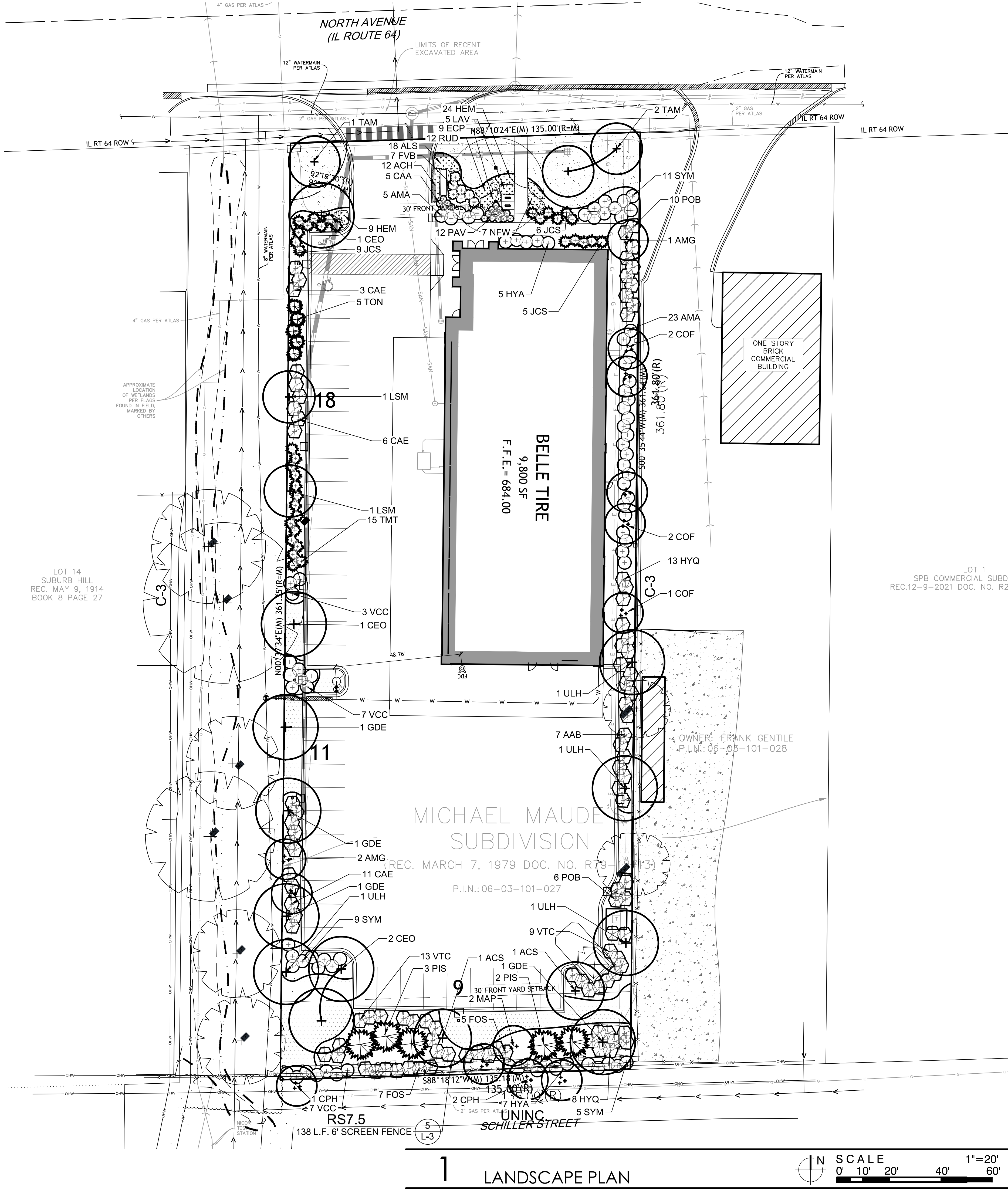
L.1

PLANT LIST

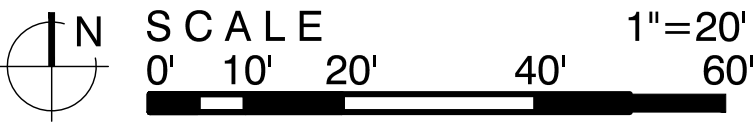
SYM	SIZE	QTY	BOTANICAL NAME	COMMON NAME	COMMENT
DECIDUOUS SHADE TREES					
ACS	2.5" cal.	2	Acer saccharum 'PNI 0285'	Green Mountain Sugar Maple	B&B
CEO	2.5" cal.	4	Celtis occidentalis	Common Hackberry	B&B
GDE	2.5" cal.	4	Gymnocladus dioicis 'Espresso'	Espresso Kentucky Coffeetree	B&B
LSM	2.5" cal.	2	Liquidambar styraciflua 'Moraine'	Moraine Tulip Tree	B&B
TAM	2.5" cal.	3	Tilia americana 'MckSentry'	American Sentry Linden	B&B
ULH	2.5" cal.	4	Ulmus 'Regal'	Regal Elm	B&B
ORNAMENTAL TREES					
AMG	6' multi..	3	Amelanchier x grandiflora.	Shadblow Serviceberry	B&B
COF	6' multi.	5	Cornus florida	White Flowering Dogwood	B&B
CPH	6' multi.	3	Crataegus phaenopyrum	Washington Hawthorn	B&B
MAP	6' multi.	2	Malus x 'Prairiefire'	Prairiefire Crabapple	B&B
EVERGREEN TREES					
PIS	8' ht.	5	Pinus strobus	White Pine	B&B
TON	8' ht.	5	Thuja occidentalis 'Nigra'	Dark Green Arborvitae	B&B
DECIDUOUS SHRUBS					
AAB	24" ht.	7	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry	B&B
AMA	24" ht.	28	Aronia melanocarpa 'Elata'	Elata Chokeberry	B&B
CAE	24" ht.	20	Cornus alba 'Elegantissima'	Variegated Dogwood	B&B
FVB	18" w.	7	Forsythia viridissima 'bronxensis'	Bronx Greenstem Forsythia	B&B
HYA	24" ht.	12	Hydrangea arbor. 'Haas Halo'	Haas Halo Hydrangea	B&B
HYQ	24" ht.	21	Hydrangea quercifolia 'Alice'	Alice Oakleaf Hydrangea	B&B
POB	24" ht.	16	Physocarpus opulifolius 'Monlo'	Diabolo Ninebark	B&B
SYM	24" ht.	24	Syringa patula 'Miss Kim'	Miss Kim Korean Lilac	B&B
VCC	24" ht.	17	Viburnum carlesii 'Compactum'	Koreanspice Viburnum	B&B
VTC	24" ht.	22	Viburnum trilobum 'Alfredo'	Alfredo American Cranberrybush	B&B
EVERGREEN SHRUBS					
JCS	24" ht.	20	Juniperus chinensis 'Sea Green'	Sea Green Juniper	B&B
TMT	24" w.	15	Taxus x media 'Taunton'	Taunton's Yew	B&B
ORNAMENTAL GRASSES					
CAA	#1 cont.	5	Calamagrostis acutifolia 'Strictus'	Strictus Feather Reed Grass	
PAV	#1 cont.	12	Panicum virgatum 'Shenandoah'	Shenandoah Red Switch Grass	
GROUNDCOVER / PERENNIALS					
ACH	#1 cont.	12	Achillea Millefolium 'Paprika'	Paprika Yarrow	18" O.C.
ALS	#1 cont.	18	Allium 'summer beauty'	Summer Beauty Wild Onion	18" O.C.
ECP	#1 cont.	9	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	24" O.C.
HEM	#1 cont.	33	Hemerocallis x 'Stella de oro'	stella de oro daylily	18" O.C.
NFW	#1 cont.	7	Nepeta fasseni 'Walker's low'	Walkers Low Catmint	24" O.C.
RUD	#1 cont.	12	Rudbeckia fulgida 'Goldsturm'	Goldsturm Black-Eyed Susan	18" O.C.
SOD	sq. yd.	286	Sodded Lawn		
SEED	sq. yd.	266	Seeded Lawn		

LANDSCAPE LEGEND

-
- EXISTING TREE
-
- PROPOSED SHADE TREE
-
- PROPOSED EVERGREEN TREE
-
- PROPOSED ORNAMENTAL TREE
-
- PROPOSED LARGE SHRUB
-
- PROPOSED MEDIUM SHRUB
-
- PROPOSED EVERGREEN SHRUB
-
- PROPOSED LOW SHRUB
-
- PROPOSED ORNAMENTAL GRASS
-
- PROPOSED PERENNIAL PLANTING
-
- SODDED LAWN
-
- SEEDDED LAWN



1 LANDSCAPE PLAN



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LANDSCAPE PLANS

PROJECT NUMBER

2401006

DATE

01-30-2024

DRAWN BY: LCG

APPROVED BY: LCG

SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

L.2

VILLAGE LANDSCAPE REQUIREMENT CALCULATIONS

DESCRIPTION	REQUIREMENT	AREA / CALC.	PROPOSED
TOTAL SITE		48,792 SQ. FT.	
TOTAL BUILDING		9,870 SQ. FT.	
PARKWAY TREES	...AND SHALL BE SPREAD NOT LESS THAN FIFTY (50) FEET APART	FRONTAGE= 135 LF/ 50 = 2.7 TREES	2 SHADE TREES, 1 ORNAMENTAL 3 ORNAMENATALS ON SHILLER
PERIMETER LANDSCAPING	ABUTTING RS OR RD ZONING: (SOUTH) A SOLID SCREEN AT LEAST SIX (6) FEET IN HEIGHT MUST BE PROVIDED ALONG THE ENTIRE LENGTH OF THE ABUTTING PROPERTY LINE.	135 LF	NEW 6 FT. SCREEN FENCE UNDER VARIATION. NEW PLANTINGS ALONG PARKWAY AT SHILLER STREET.
	SHADE TREES MUST BE PROVIDED AT THE RATE OF AT LEAST ONE TREE PER FIFTY (50) FEET OF FRONTAGE ALONG THE ABUTTING PROPERTY LINE	135 LF / 50 = 2.7 TREES	3 SHADE TREES
	ORNAMENTAL TREES MUST BE PROVIDED AT THE RATE OF AT LEAST ONE TREE PER TWENTY-FIVE (25) FEET OF FRONTAGE ALONG THE ABUTTING PROPERTY LINE	135 LF / 25 = 5.4 TREES	5 EVERGREEN TREES PLANTED IN LIEU OF ORNAMENTAL TREES & 2 ORNAMENTAL TREES PROPOSED
	SHRUBS MUST BE PROVIDED AT THE RATE OF AT LEAST ONE SHRUB PER TWENTY (20) FEET OF FRONTAGE ALONG THE ABUTTING PROPERTY LINE.	135 LF / 20 = 6.75 SHRUBS	14 SHRUBS PROPOSED
	ABUTTING NONRES. OR RM ZONING: (EAST & WEST) SHADE TREES MUST BE PROVIDED AT THE RATE OF AT LEAST ONE TREE PER FIFTY (50) FEET OF FRONTAGE ALONG THE ABUTTING PROPERTY LINE	723 LF 723 / 50 = 14.46 TREES	11 SHADE TREES 2 EXIST. TREES 6"-12" (2:1) = 4
FOUNDATION PLANTINGS	OTHER LANDSCAPING MATERIALS, INCLUDING BERMS, ORNAMENTAL TREES, EVERGREENS, SHRUBBERY, HEDGES, OR OTHER LIVE PLANT MATERIALS MUST BE PROVIDED ALONG AT LEAST THIRTY (30) PERCENT OF THE ABUTTING PROPERTY LINE.	723 * 0.30 = 216 L.F.	232 L.F. OF LANDSCAPE
	... A CONTINUOUS FIVE-FOOT (MINIMUM) LANDSCAPE AREA AROUND THE FULL PERIMETER OF THE BUILDING, EXCLUDING PEDESTRIAN AND VEHICLE ACCESS POINTS. THE FOUNDATION LANDSCAPE AREA MAY NOT BE REDUCED BY MORE THAN FIFTY (50) PERCENT TO ACCOMMODATE PEDESTRIAN AND VEHICLE ACCESS POINTS.	444 L.F. * 5 = 2220 S.F.	2558 S.F. PROPOSED. * ALL CONCENTRATED ON NORTH AND EASTERN FACADES.
PARKING LOT PERIMETER LANDSCAPING	STREET YARDS WHEN A PARKING LOT IS LOCATED IN OR ABUTTING A STREET YARD IN A RM OR NONRESIDENTIAL DISTRICT, CONTINUOUS LANDSCAPING MUST BE PROVIDED ACROSS SIXTY (60) PERCENT OF THE PARKING LOT FRONTAGE TO A MINIMUM HEIGHT OF THREE (3) FEET. SUCH LANDSCAPING MUST CONSIST OF BERMS, SHADE OR ORNAMENTAL TREES, EVERGREENS, SHRUBBERY, HEDGES OR OTHER LIVE PLANT MATERIAL. AT LEAST FIFTY (50) PERCENT OF PLANTINGS MUST BE EVERGREENS.	58 L.F. * 0.6 = 35 L.F.	42 L.F. PROPOSED.
	REAR AND SIDE YARDS WHERE A PARKING LOT IS LOCATED IN A YARD ADJACENT TO AN RM OR NONRESIDENTIAL DISTRICT, A MINIMUM FIVE-FOOT LANDSCAPE BUFFER MUST BE PROVIDED WITHIN THE REQUIRED SETBACK. LANDSCAPING MUST BE PROVIDED ACROSS AT LEAST FIFTY (50) PERCENT OF THAT PORTION OF THE PARKING LOT ABUTTING THE PROPERTY LINE TO A MINIMUM HEIGHT OF THREE (3) FEET. SUCH LANDSCAPING MUST CONSIST OF A COMBINATION OF BERMS, SHADE AND ORNAMENTAL TREES, EVERGREENS, SHRUBBERY, HEDGES, OR OTHER LIVE PLANT MATERIALS.	463 L.F. * 0.5= 232 L.F.	232 L.F. PROPOSED.

LANDSCAPE NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL PERMITS AND PERMISSIONS TO INSTALL THE PROPOSED IMPROVEMENTS

2. ALL LANDSCAPE MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE VILLAGE OF VILLA PARK LANDSCAPING CODES AND ZONING ORDINANCES.

3. PRIOR TO COMMENCING ANY WORK, CONTRACTOR SHALL HAVE DIGGERS HOTLINE LOCATE AND MARK ALL UNDERGROUND UTILITY FACILITIES AND LINES.

4. ALL PLANT MATERIALS (EXCEPT FOR GROUNDCOVER, ANNUALS, AND PERENNIALS) SHALL BE BALLED AND BURLAPPED STOCK AND MEET CURRENT STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S STANDARD FOR NURSERY STOCK (ANSI 260.1-1986) OR EQUAL. PLANT MATERIALS MUST BE SUPPLIED WITHIN A 150 MILE RADIUS OF PROJECT SITE. CONTRACTOR MAY SUBSTITUTE CONTAINER STOCK FOR SHRUBS IF SIZES ARE EQUAL TO SPECIFIED B&B STOCK, WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT.

5. IF SPECIFIED PLANTS ARE NOT AVAILABLE AT THE TIME OF ORDERING, PLANTS WITH SIMILAR WHOLESALE VALUE AND LANDSCAPE CHARACTERISTICS MAY BE SUBSTITUTED UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT AND VILLAGE STAFF.

6. SOIL IN GROUNDCOVER BEDS SHALL BE AMENDED USING 2 INCHES OF MUSHROOM COMPOST INCORPORATED INTO THE TOP 4 INCHES OF SOIL.

7. DISTURBED AREAS TO RECEIVE SOD SHALL BE TILLED TO 6" DEPTH AND FINE GRADED TO PROVIDE SMOOTH BASE SURFACE. IF EXISTING SOIL IS A MAJORITY OF CLAY OR UNSUITABLE, 2" OF FINE GRADED TOPSOIL SHALL BE ADDED PRIOR TO TILLING. EXISTING SOD AREAS SHALL HAVE TURF REMOVED WITH AUTOMATED SODCUTTER OR HAND SPACE TO REMOVE ALL BLADES AND ROOTS. 1" OF FIND GRADED TOPSOIL SHALL BE TILLED AND GRADED.

8. TREE AND SHRUB BACKFILL MIXTURE SHALL BE 2 PARTS EXIST. NATIVE TOPSOIL AND 1 PART SPHAGNUM PEAT MOSS W/ DECOMPOSED MANURE.
9. ALL SHRUB BEDS AND INDIVIDUAL TREE PLANTINGS, UNLESS OTHERWISE NOTED, SHALL RECEIVE A 3 INCH LAYER OF SHREDDED HARDWOOD MULCH. ALL GROUNDCOVER, ANNUAL AND PERENNIAL BEDS SHALL RECEIVE A 2 INCH LAYER OF THE SAME MULCH MATERIAL. COSTS FOR MULCH SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF PLANTINGS.

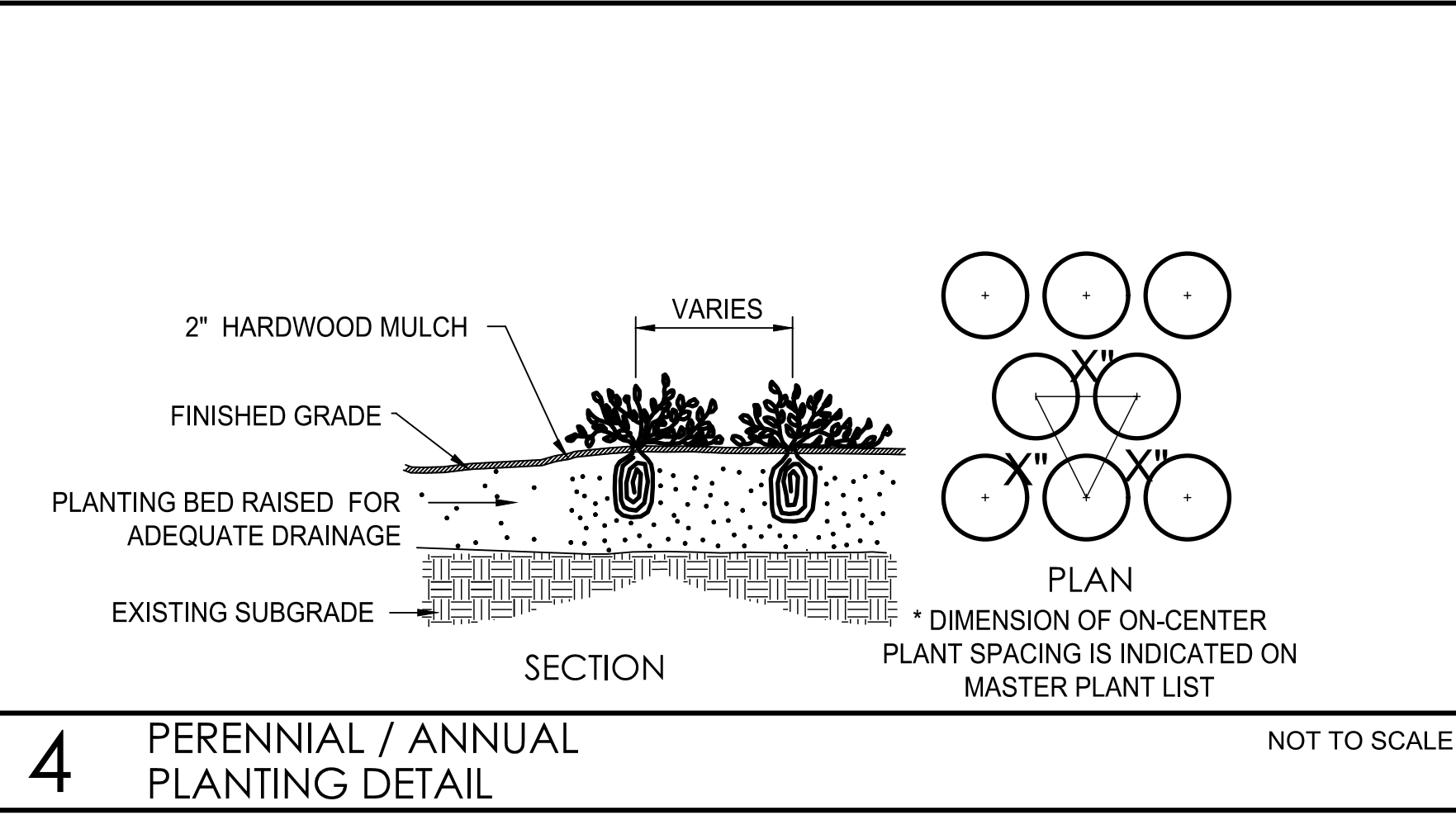
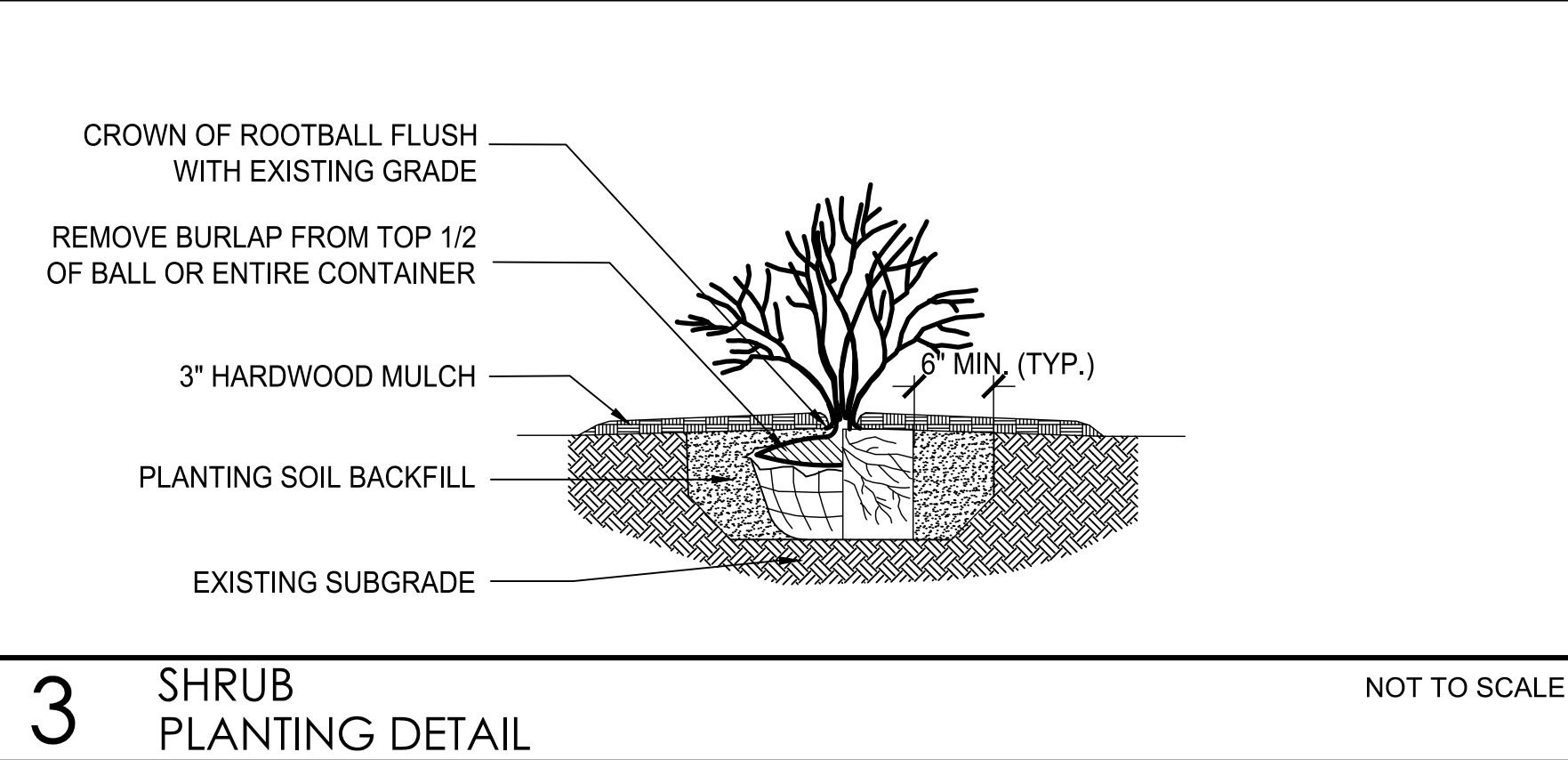
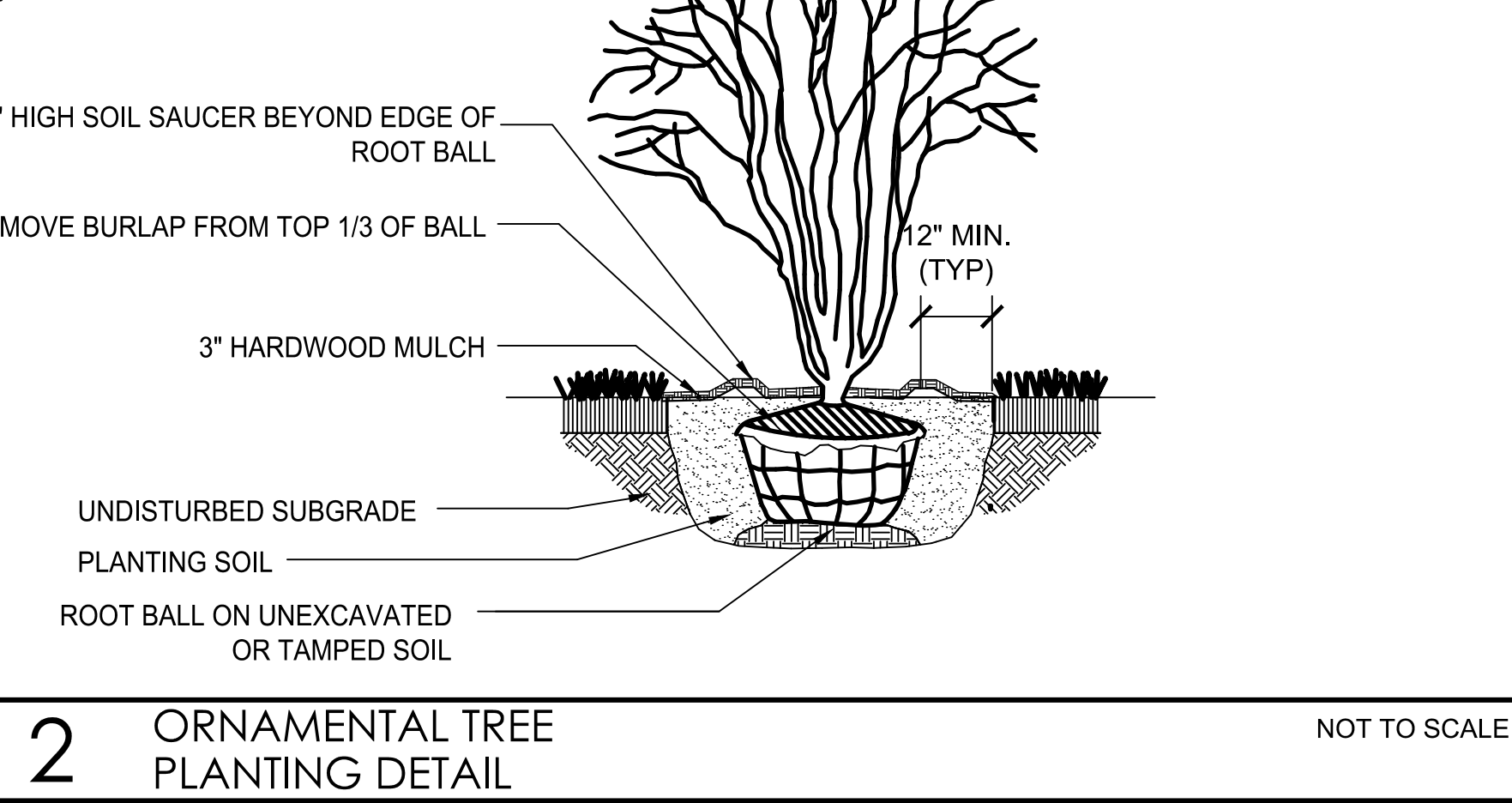
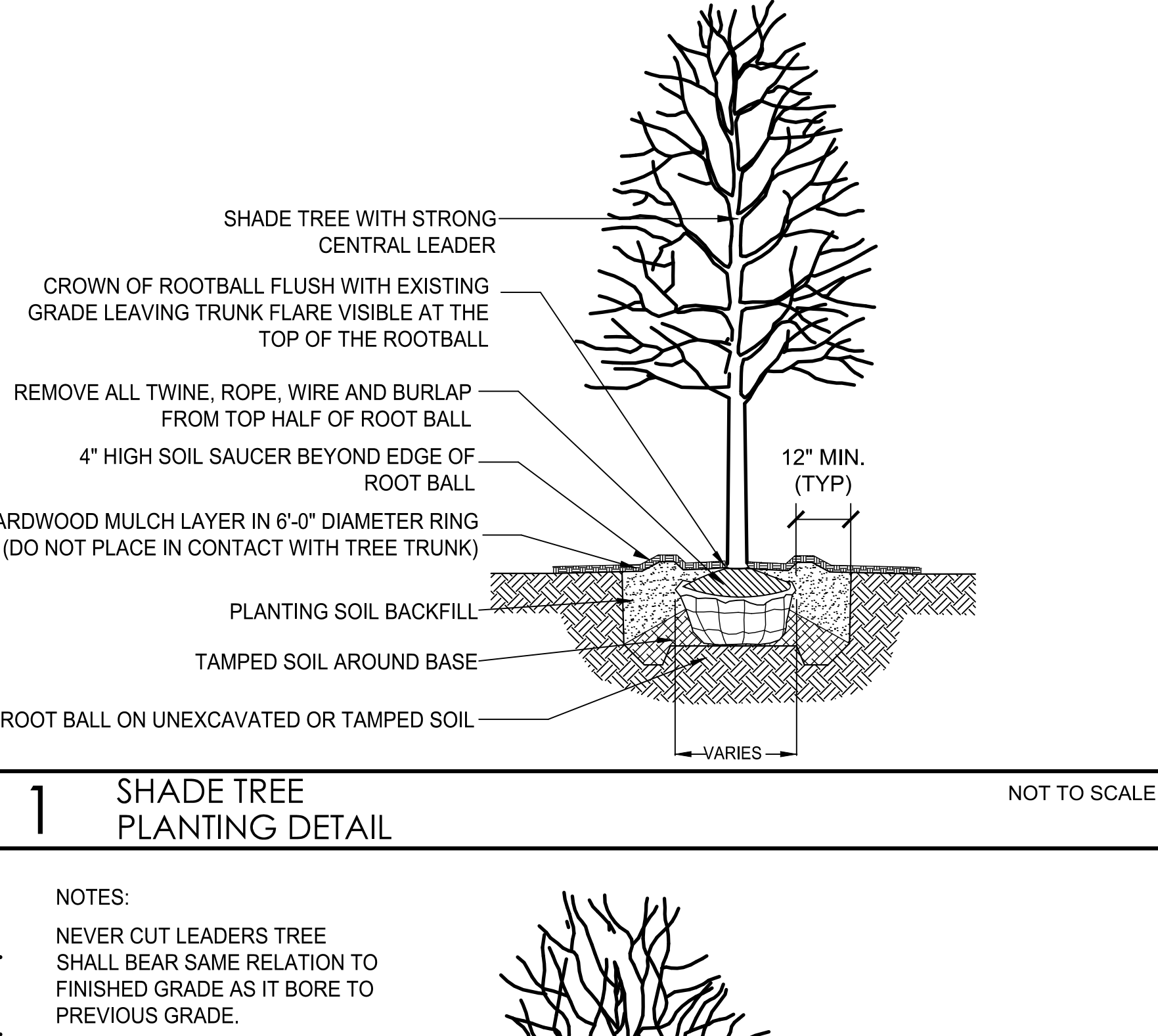
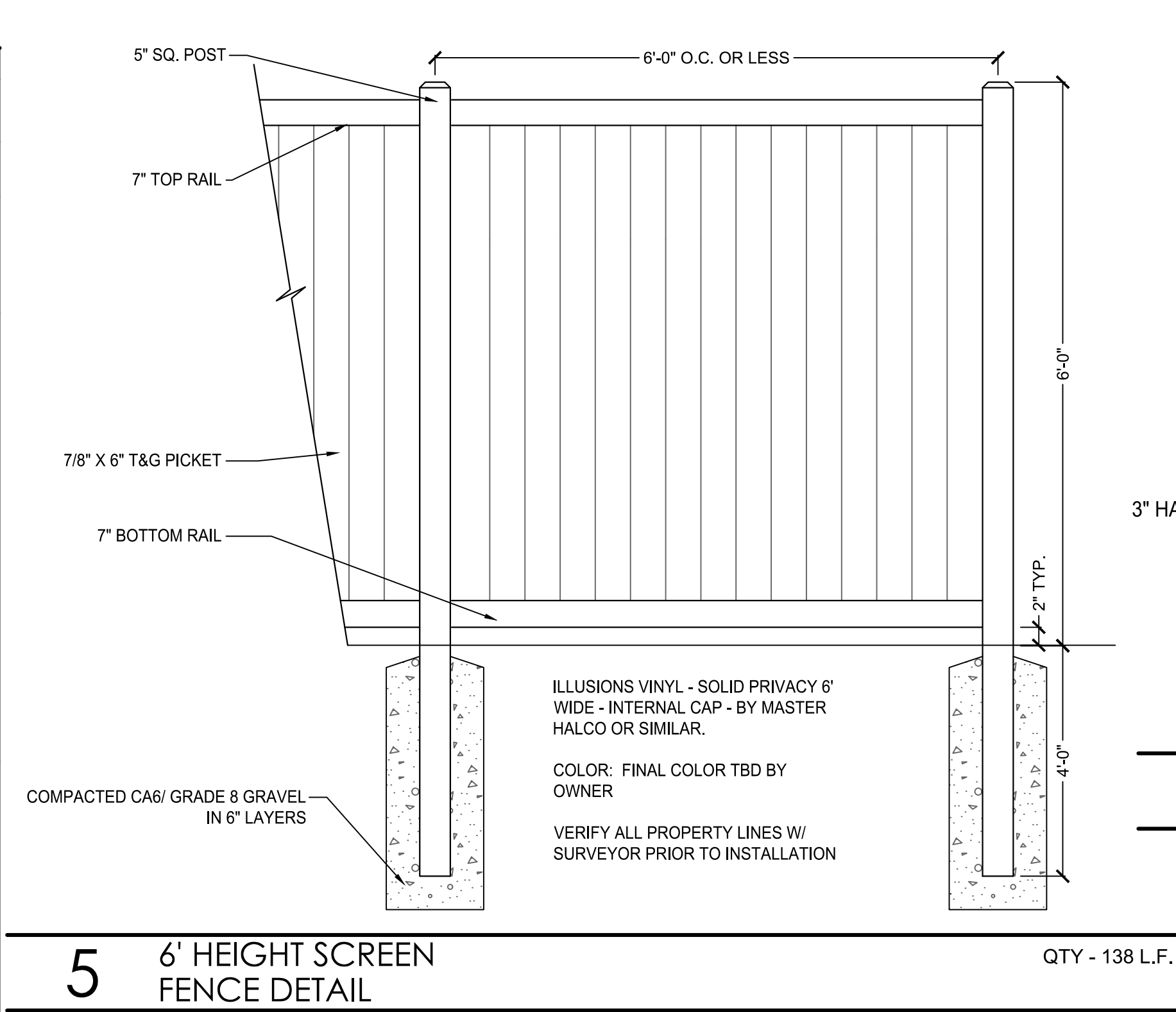
10. NURSERY TAGS (SPECIES, SIZE) FOR ALL SHADE TREES SHALL REMAIN ATTACHED TO TREES UNTIL FINAL APPROVAL FROM MUNICIPALITY.

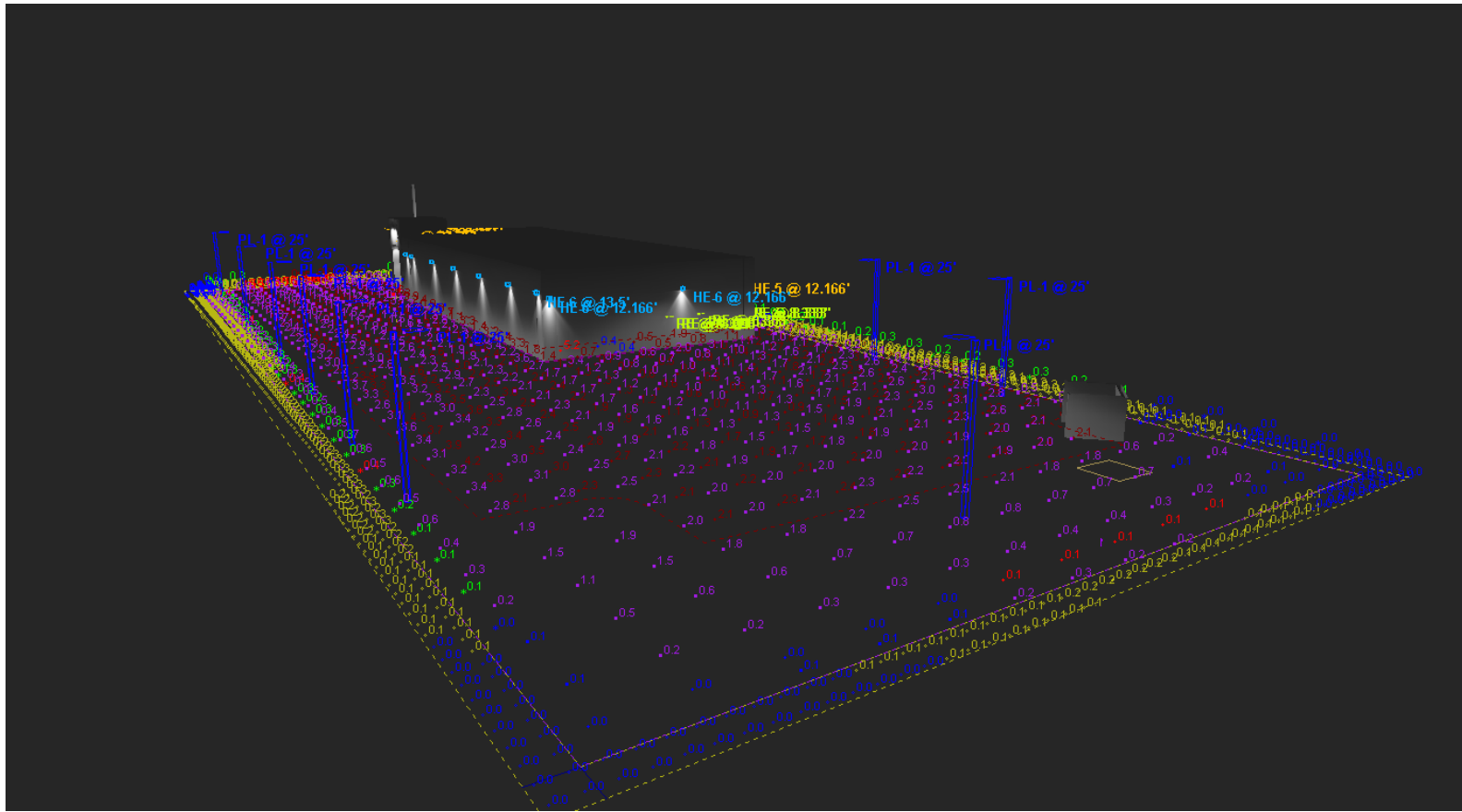
11. THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER A BONDED WRITTEN ONE-YEAR WARRANTY AGREEMENT (BEGINNING ON THE OWNER'S POSSESSION DATE). THIS AGREEMENT SHALL COVER MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL DEAD OR DAMAGED LANDSCAPING TO PRESERVE THE SAME QUANTITY AND QUALITY AS INITIALLY APPROVED.

12. CONTRACTOR SHALL PROVIDE A SEPARATE ESTIMATE FOR AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM FOR COMPLETE EFFECTIVE COVERAGE OF ALL LAWN AREAS AND SHRUB BEDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL AND APPLY FOR ALL NECESSARY PERMITS PRIOR TO COMMENCING WORK. IRRIGATION PLANS SHALL INCLUDE HUNTER PRO-C CONTROLLER W/WIRELESS SOLAR SYNC STATION AND HUNTER SPRAYHEADS AND NOZZLES. IRRIGATION WORK SHALL BE WARRANTY ALL LABOR AND MATERIALS FOR 1 FULL YEAR AFTER INSTALLATION AND TESTING.

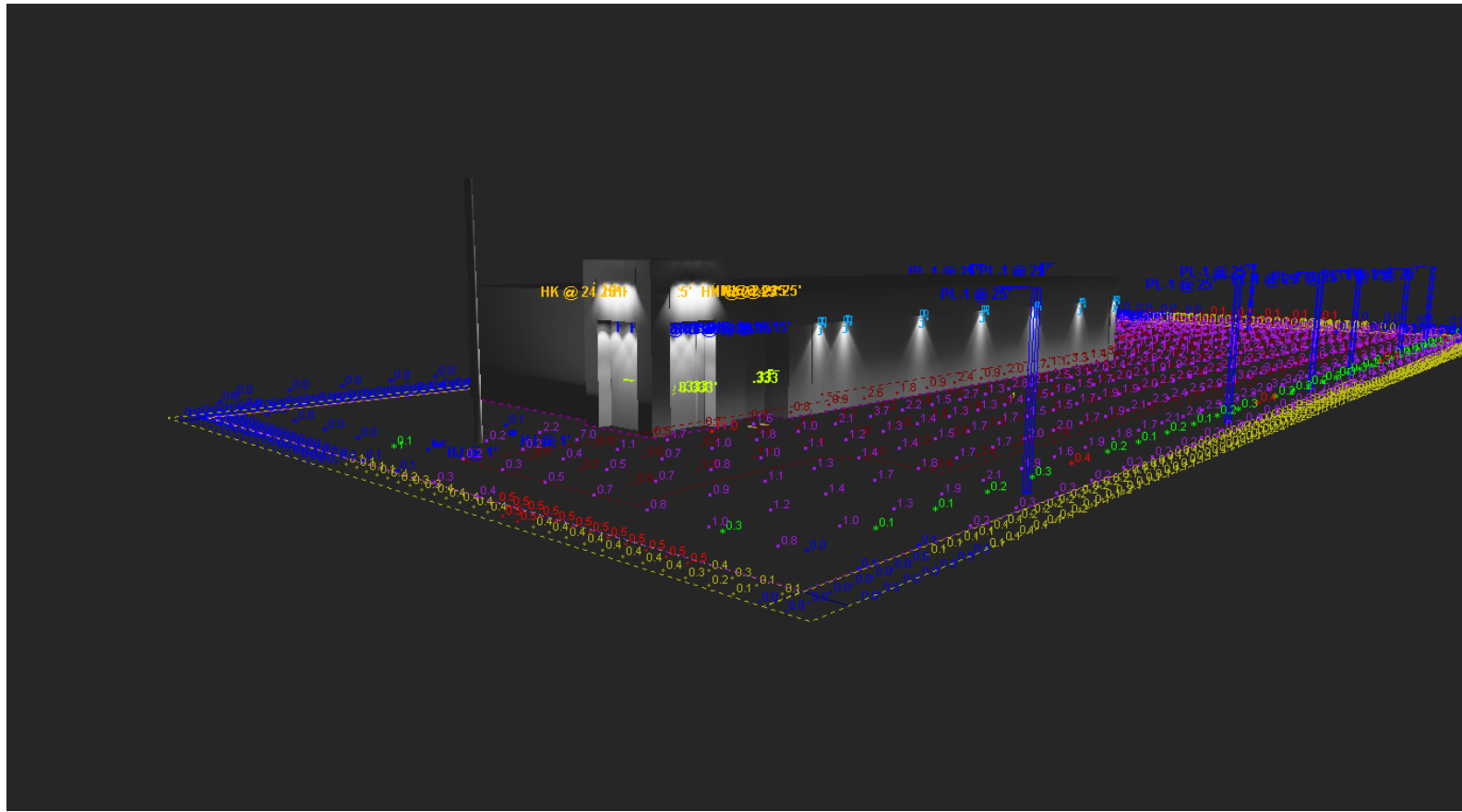
13. SEEDED LAWN AREAS SHALL BE BID WITH A BID ALTERNATE FOR HYDROSEEDDED LAWN. PRIOR TO SEEDING, 2" OF FINE TOPSOIL SHALL BE TILLED INTO EXIST SOIL MIXTURE. A MIX CONSISTING OF ROUGHLY 30 % BLUEGRASS / 30% FINE FESCUES / 40% RYE GRASSES (AND TACKIFIER FOR HYDROSEEDING) SHALL BE APPLIED AT MANUFACTURERS SPECIFIED RATES FOR NEW LAWNS BETWEEN 5 AND 10 LBS PER 1,0000 SF.

14. TREES AND SHRUBS SHALL NOT BE LOCATED CLOSER THAN TEN (10) FEET TO FIRE HYDRANTS, TRANSFORMERS OR OTHER ABOVE GROUND UTILITIES. ANY DISCREPANCY ON THE PLAN RELATED TO THESE PROXIMATE UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION.

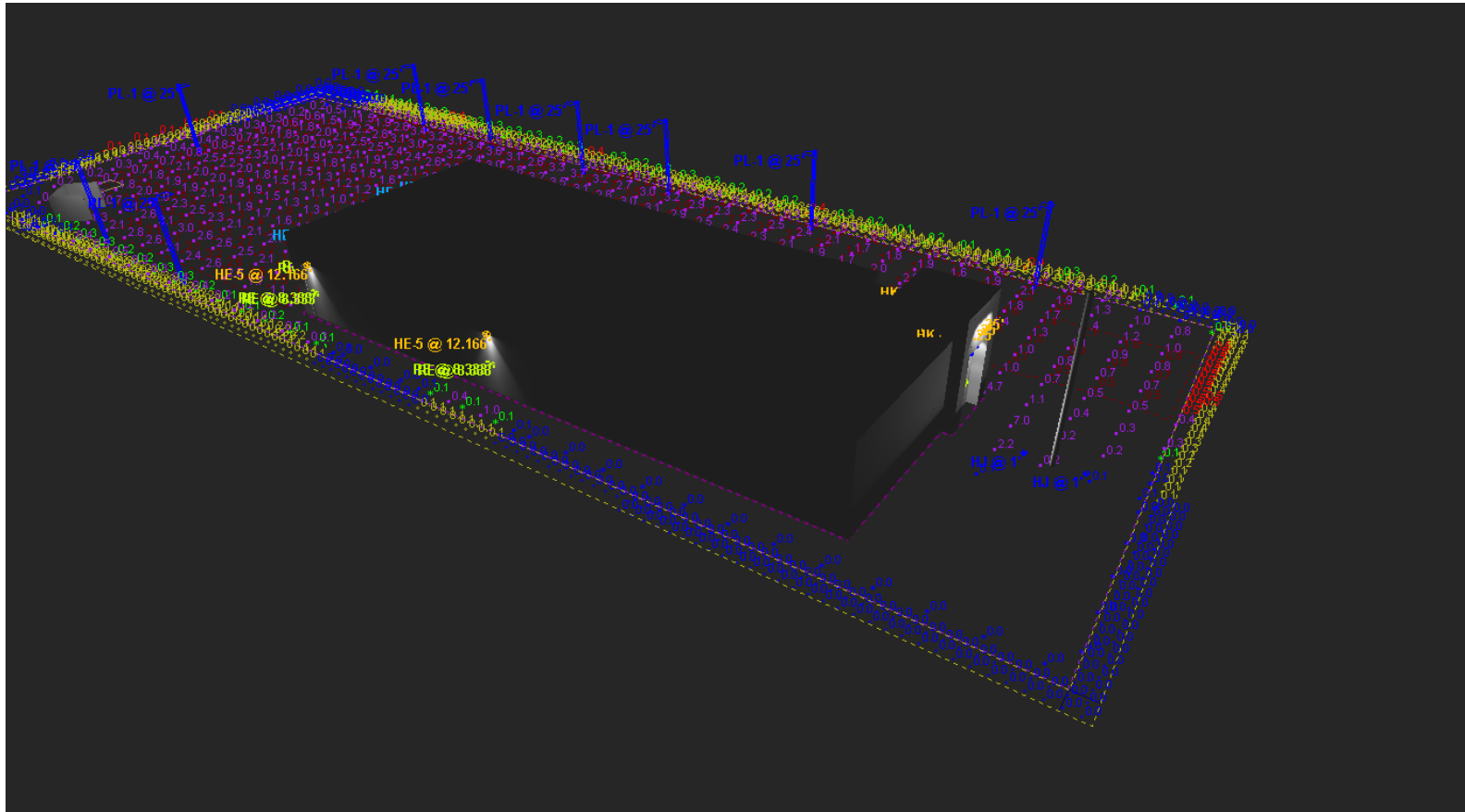




RENDERED PERSPECTIVE VIEW 2



RENDERED PERSPECTIVE VIEW 1



RENDERED PERSPECTIVE VIEW 3

NOTES

- POLE MOUNT LUMINAIRES ARE INTENDED TO BE PLACED ON TOP OF 3'-0" TALL PIER BASE (25' OVERALL HEIGHT). PIER BASES OMITTED IN STUDY.
- TYPE RE REMOTE EMERGENCY HEADS ARE SHOWN FOR REFERENCE, BUT ARE NOT TURNED ON IN NORMAL CALCULATIONS
- PARKING & CIRCULATION AREAS AND WHOLE PROPERTY CALCULATION GRID POINTS SET AT 10'-0" O.C.
- PRO-TECH IS NEITHER LICENSED NOR INSURED TO CERTIFY CODE COMPLIANCE. AS SUCH, CODE COMPLIANCE REVIEW AND CERTIFICATION IF REQUIRED, TO BE PROVIDED BY OTHERS
- OBSTRUCTIONS, CHANGES TO REFLECTANCE VALUES, FIXTURE TYPE, LOCATIONS, LIGHT LOSS FACTORS, LUMEN OUTPUT OR DIMENSIONAL DATA WILL AFFECT ILLUMINATION LEVELS
- PHOTOMETRIC MODELS ARE A MATHEMATICAL APPROXIMATION OF REAL-WORLD LIGHTING APPLICATION RESULTS AND CANNOT ACCOUNT FOR VARIANCES IN TERRAIN, LANDSCAPE, OBSTRUCTIONS OR ATMOSPHERIC CONDITIONS

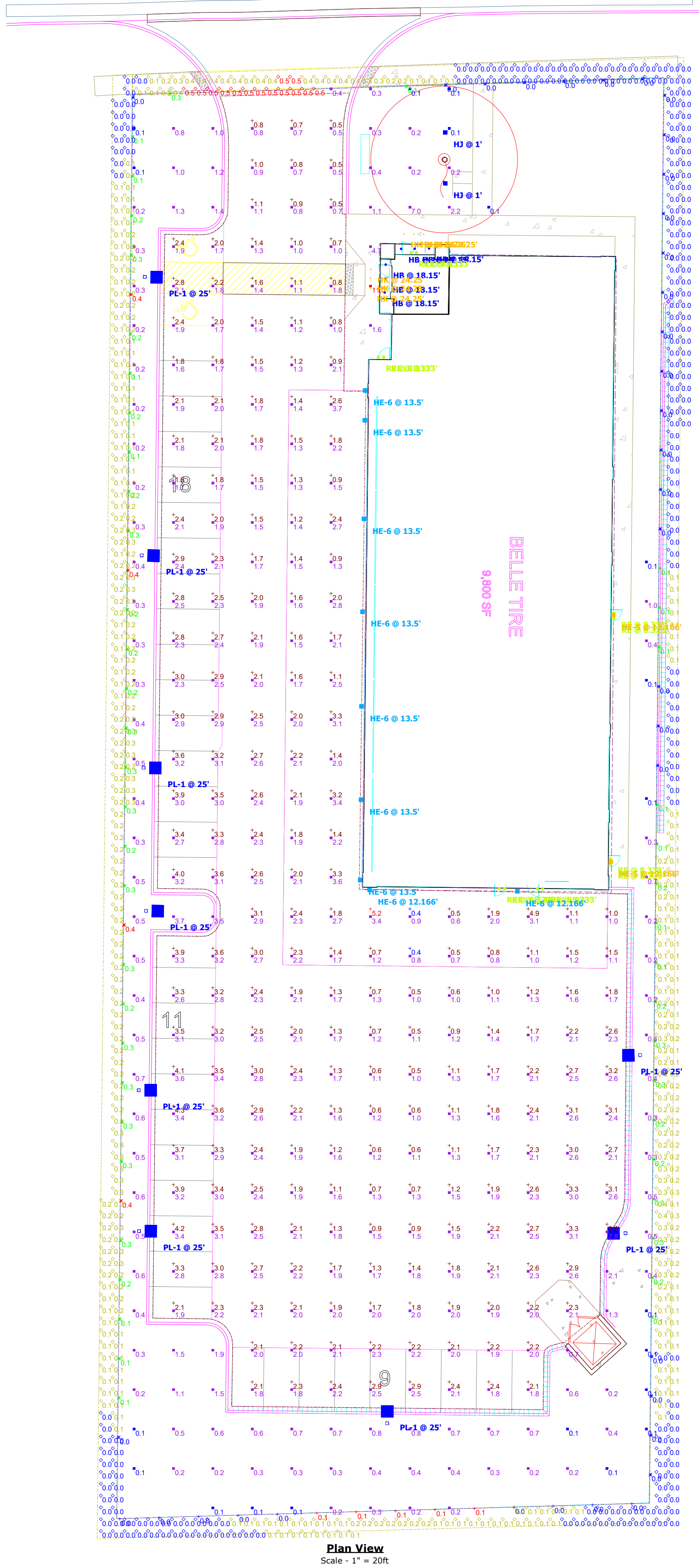


PRINT DATE: 2024.03.28

PARKING LOTS AND PARKING GARAGES Recommended Maintained Illuminance Targets ^(a,b,c,d,e,f)							
Application Task/Area	Horizontal (E _h)				Vertical (E _v)		
	Target E _h @ Height AFF		Uniformity		Target E _v @ Height AFF		Uniformity
	Fc@Ft	Max Avg Min	Ratio	Ratio Basis	Fc@Ft	Max Avg Min	Ratio
PARKING LOTS (and Top Floor of Parking Garages) ^a							
Drive Aisles / Parking Areas ^{a,2,3} ANSI/IES RP-8-18 Table 17-2							
All Parking Lots	0.2@0.0	Min	20:1	Max:Min	0.1@5	Min	20:1
Transaction Areas (Pedestrian & Vehicle) ^a ANSI/IES RP-8-18 Table 17-2							
General Areas ^{a,4}							
Pre-curfew	0.9@0.0	Min	15:1	Max:Min	0.5@5	Min	15:1
Post-curfew	0.2@0.0	Min	15:1	Max:Min	0.1@5	Min	15:1
Transaction Machines ^a							
Pre-curfew					2.8@TS		
Post-curfew					1.4@TS		
APPLICATION TASK/AREA NOTES							
1. Lighting should address drive aisles and adjacent parking with mixed pedestrian and vehicular activity.							
2. Vertical illuminance criteria are measured in the primary directions of vehicular travel, in the center of the drive lane; vertical calculations are to account for the visibility of the pedestrian face and are defined by an imaginary vertical plane oriented perpendicular to the primary direction of vehicular travel. Illuminances on each side of the plane are assessed separately.							
3. Motion sensing should be used to reduce lighting levels when no one is present.							
4. Lighting should address an area extending 3 meters (10 feet) beyond the transaction area in all directions or to curb, property line, or structure, whichever is less.							
5. Vertical illuminance over entire front faces of pay machines. Coordinate with any machine display lighting requirements.							
6. Applies to LZ1 through LZ4. No electric lighting is used in LZ0.							

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING & CIRCULATION AREA @ 3.5' AGL	+	2.0 fc	5.2 fc	0.4 fc	13.0:1	5.0:1
S PROPERTY LINE @ 3.5' AGL	+	0.0 fc	0.1 fc	0.0 fc	N/A	N/A
W, N, E PROPERTY LINE @ 3.5' AGL	✗	0.1 fc	0.4 fc	0.0 fc	N/A	N/A
WHOLE PROPERTY @ 3.5' AGL	■	1.6 fc	11.0 fc	0.1 fc	110.0:1	16.0:1
5' BEYOND PROP LINE @3.5" AGL	◇	0.1 fc	0.5 fc	0.0 fc	N/A	N/A



Plan View
Scale - 1" = 20ft

COMPLIANCE CERTIFICATION - This project has been designed to standards established by the American National Standards Institute (ANSI)/Illuminating Engineering Society (IES), (RP-8-18, Addendum 1 - *Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting*, Chapter 17, table 17-2) recommendations, parking lot footcandle levels and uniformity ratios. Please see the included table for reference.

[illegible]

 68R LED ° Downlight – Round					
FEATURE PREFERENCE TABLE OPTIM SELECTOR TYPE TYPE					
CODE	CODE	DELIVERY LENGTH	INTENSITY	EFFECTIVE HUE	INTENSITY
S1	M	182	87	712	8
S2	M	182	87	712	8
S3	M	205	113	584	8
S4	M	205	113	584	8
S5	M	205	113	584	8
S6	M	205	113	584	8
S7	M	205	113	584	8
S8	M	205	113	584	8
S9	M	205	113	584	8
S10	M	205	113	584	8
S11	M	205	113	584	8
S12	M	205	113	584	8
S13	M	205	113	584	8
S14	M	205	113	584	8
S15	M	205	113	584	8
S16	M	205	113	584	8
S17	M	205	113	584	8
S18	M	205	113	584	8
S19	M	205	113	584	8
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S21	M	205	113	584	8
S22	M	205	113	584	8
S23	M	205	113	584	8
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S27	M	205	113	584	8
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S29	M	205	113	584	8
S30	M	205	113	584	8
S31	M	205	113	584	8
S32	M	205	113	584	8
S33	M	205	113	584	8
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S38	M	205	113	584	8
S39	M	205	113	584	8
S40	M	205	113	584	8
S41	M	205	113	584	8
S42	M	205	113	584	8
S43	M	205	113	584	8
S44	M	205	113	584	8
S45	M	205	113	584	8
S46	M	205	113	584	8
S47	M	205	113	584	8
S48	M	205	113	584	8
S49	M	205	113	584	8
S50	M	205	113	584	8
S51	M	205	113	584	8
S52	M	205	113	584	8
S53	M	205	113	584	8
S54	M	205	113	584	8
S55	M	205	113	584	8
S56	M	205	113	584	8
S57	M	205	113	584	8
S58	M	205	113	584	8
S59	M	205	113	584	8
S60	M	205	113	584	8
S61	M	205	113	584	8
S62	M	205	113	584	8
S63	M	205	113	584	8
S64	M	205	113	584	8
S65	M	205	113	584	8
S66	M	205	113	584	8
S67	M	205	113	584	8
S68	M	205	113	584	8
S69	M	205	113	584	8
S70	M	205	113	584	8
S71	M	205	113	584	8
S72	M	205	113	584	8
S73	M	205	113	584	8
S74	M	205	113	584	8
S75	M	205	113	584	8
S76	M	205	113	584	8
S77	M	205	113	584	8
S78	M	205	113	584	8
S79	M	205	113	584	8

[illegible][illegible]

NLS LIGHTING

NV-F2

THE ULTIMATE FLOOD

FORM AND FUNCTION

- Steel die-cast low profile housing
- Spec grade performance
- Engineered for optimum thermal management
- Reduces energy consumption and costs up to 65%

The innovative NV Flood Series is a high-powered, corrosion resistant, low copper, die-cast aluminum luminaire.

Thermal management is handled with a separate driver housing and LED light engine heat-sink. Heat-sink cooling fins are designed with a thermal gap for longer LED/Driver life.

The NV-F2 comes in a double 32ft configuration with 8 Kelvin color temperature: 2700K, 3000K, 3500K, 4000K and 5000K; 4 Static LED color options available for a splash of color.

Silicone color distribution patterns include 15" Very Narrow Beam, 30" Narrow Beam, 45" Medium Beam, 85" Wide Beam, 7X5 NEMA 7 distribution, 7X6 T3 NEMA Distribution, Forward Throw NEMA 60X 14, and a Symmetrical NEMA 7X7 T5.

Mounting options include 1/2" NPT Knuckle Mount or Trunnion Mount. Knuckle Mount and Trunnion Mount are available with Stanchion Cops to fit over 2 3/8", 3" and 4" diameter Stanchions or Tenons.

RELIABILITY

- IP66 Rated
- Silicone Optics
- IK10 Rated Optics

Other mounting options include Universal Magic Mount (UMM), 4" and 4" Round J-box Mount (JBRT) (JBRC).

Glare control options include the House Side Shield, Egg Crate Louver Shield, Barn Doors, Angled Visor, small and large Snoot.

Other options include Tamper Proof Hardware, 5 conductor Dimming Leads and 4" Round J-Box Mount.

Applications include:

- Sign Lighting
- Building Facades
- Landscape
- Wall Washing
- Up Lighting
- Security Lighting
- Residential
- Commercial
- Parking
- Flag Pole
- Merchandising
- Billboard
- Indirect Lighting
- Display Ped
- Transportation

IP66 Rated for any direction or angle of Flood Lighting.

[illegible][illegible][illegible][illegible][illegible][illegible]

PLATE - 22

**NLS
LIGHTING**

SSSP

Square Bright Blue Pole

Height

12' or less

Pole Shaft

The pole shaft material is a weldable grade hot rolled commercial quality carbon steel tubing with a minimum yield at 40,000 psi. Conforms to ASTM A500 cold rolled steel standards. Pipes have grooved by welded under bend hose.

Optional side plate. Side plate will be welded to lower pipe joint and bottom of base plate.

Base Pipe

The base pipe is manufactured from structural hot rolled steel meets or exceeds a minimum yield strength of 30,000 psi, conforms the ASTM-A36 standard. Base Pipe may be galvanized. * Think for poles 2 feet and over.

Anchors Bolts

*Anchor bolts are not spaced galvanized steel and come with two galvanized nuts and washers per bolt. Minimum yield strength 50,000 psi.

*Anchor bolts are not included for custom built alumina.

Base Cover

All base covers are fabricated two pieces 6003 aluminum and powder coated to meet the code.

Hand Rails

A hand rail made of 1/2" or one inch tubing from the base plate and is constructed of 7"x7" rectangular gal steel tubing which is welded to pole shaft at each end section. The hand rails covers are provided with internal bridge support and powder coated to match plate color.

Pole Cap

Galvanneal comes with a removable polycarbonate cap installed. All pole caps are

Finish

All poles are treated with shot blast media for a new white finish, power painted with 100 micron epoxy powder coat application. Electrochemically bonded polyester powder coat with a 3-5 mil thickness for maximum adhesion.

Marine Coarse Finish

All poles are welded in a 5 stage cleaning system with a descaled metal, a 3 to 5 mils zinc rich aluminizer primer powder coat followed by a 3 to 5 mils epoxy durable polyester powder coat finish.

Galvanized Finish

All poles are hot dipped galvanized in a multi stage process. Galvanizing Specification #1000 (Zinc Dipped) Galvanized Steel ASTM 1136A 1259-10-01

Zinc coating on threaded materials shall conform to specification F 103 & 1348. The coating shall be continuous and reasonably smooth and uniform in thickness and weight.

Galvannealing Adherence - The Zinc coating shall withstand handling operations with the nature and thickness of the coating and normal use of the article without peeling or flaking

Galvanized Under Powder

Cold rolled low alloy (CRL) adheres to base galvanized specifications, and the second layer is a light sand blasted over the outside of the pole, thin layer is a 3-5 mils polyurethane clear coat for maximum adherence.

Vibration Damper

The Vibration Damper is factory installed. The Vibration Damper consists of a rugged galvanized chain coupler with heavy duty polymer tubing that is factory secured at the bottom 2nd step of the pole and secured by contractor at the base during installation.

4"

5"

6"

Project Name			Type		
SSSP ORDERING GUIDE					
Cat#	Height	Pole Dimension	Gauge	Base Pattern	
Square Straight (15559)	1' (14) 1' (15) 1' (16) 1' (17) 1' (18) 1' (19) 1' (20) 1' (21) 1' (22) 1' (23) 1' (24) 1' (25) 1' (26) 1' (27) 1' (28) 1' (29) 1' (30) 1' (31) 1' (32)	6" Square (442) 8" Square (443) 8" Square (444)	12G Wall Thickness (174) 12G Wall Thickness (770)	(1) 20' 20" (6) 10' 10" (8) 8' 8" (12) 12' 12" (16) 16' 16" (20) 20' 20" (24) 24' 24" (28) 28' 28" (32) 32' 32" (36) 36' 36" (40) 40' 40" (44) 44' 44" (48) 48' 48" (52) 52' 52" (56) 56' 56" (60) 60' 60" (64) 64' 64" (68) 68' 68" (72) 72' 72" (76) 76' 76" (80) 80' 80" (84) 84' 84" (88) 88' 88" (92) 92' 92" (96) 96' 96" (100) 100' 100" (104) 104' 104" (108) 108' 108" (112) 112' 112" (116) 116' 116" (120) 120' 120" (124) 124' 124" (128) 128' 128" (132) 132' 132" (136) 136' 136" (140) 140' 140" (144) 144' 144" (148) 148' 148" (152) 152' 152" (156) 156' 156" (160) 160' 160" (164) 164' 164" (168) 168' 168" (172) 172' 172" (176) 176' 176" (180) 180' 180" (184) 184' 184" (188) 188' 188" (192) 192' 192" (196) 196' 196" (200) 200' 200" (204) 204' 204" (208) 208' 208" (212) 212' 212" (216) 216' 216" (220) 220' 220" (224) 224' 224" (228) 228' 228" (232) 232' 232" (236) 236' 236" (240) 240' 240" (244) 244' 244" (248) 248' 248" (252) 252' 252" (256) 256' 256" (260) 260' 260" (264) 264' 264" (268) 268' 268" (272) 272' 272" (276) 276' 276" (280) 280' 280" (284) 284' 284" (288) 288' 288" (292) 292' 292" (296) 296' 296" (300) 300' 300" (304) 304' 304" (308) 308' 308" (312) 312' 312" (316) 316' 316" (320) 320' 320" (324) 324' 324" (328) 328' 328" (332) 332' 332" (336) 336' 336" (340) 340' 340" (344) 344' 344" (348) 348' 348" (352) 352' 352" (356) 356' 356" (360) 360' 360" (364) 364' 364" (368) 368' 368" (372) 372' 372" (376) 376' 376" (380) 380' 380" (384) 384' 384" (388) 388' 388" (392) 392' 392" (396) 396' 396" (400) 400' 400" (404) 404' 404" (408) 408' 408" (412) 412' 412" (416) 416' 416" (420) 420' 420" (424) 424' 424" (428) 428' 428" (432) 432' 432" (436) 436' 436" (440) 440' 440" (444) 444' 444" (448) 448' 448" (452) 452' 452" (456) 456' 456" (460) 460' 460" (464) 464' 464" (468) 468' 468" (472) 472' 472" (476) 476' 476" (480) 480' 480" (484) 484' 484" (488) 488' 488" (492) 492' 492" (496) 496' 496" (500) 500' 500" (504) 504' 504" (508) 508' 508" (512) 512' 512" (516) 516' 516" (520) 520' 520" (524) 524' 524" (528) 528' 528" (532) 532' 532" (536) 536' 536" (540) 540' 540" (544) 544' 544" (548) 548' 548" (552) 552' 552" (556) 556' 556" (560) 560' 560" (564) 564' 564" (568) 568' 568" (572) 572' 572" (576) 576' 576" (580) 580' 580" (584) 584' 584" (588) 588' 588" (592) 592' 592" (596) 596' 596" (600) 600' 600" (604) 604' 604" (608) 608' 608" (612) 612' 612" (616) 616' 616" (620) 620' 620" (624) 624' 624" (628) 628' 628" (632) 632' 632" (636) 636' 636" (640) 640' 640" (644) 644' 644" (648) 648' 648" (652) 652' 652" (656) 656' 656" (660) 660' 660" (664) 664' 664" (668) 668' 668" (672) 672' 672" (676) 676' 676" (680) 680' 680" (684) 684' 684" (688) 688' 688" (692) 692' 692" (696) 696' 696" (700) 700' 700" (704) 704' 704" (708) 708' 708" (712) 712' 712" (716) 716' 716" (720) 720' 720" (724) 724' 724" (728) 728' 728" (732) 732' 732" (736) 736' 736" (740) 740' 740" (744) 744' 744" (748) 748' 748" (752) 752' 752" (756) 756' 756" (760) 760' 760" (764) 764' 764" (768) 768' 768" (772) 77	

PL-POL-127

SSSP EPA DATA

Maximum (EP) Air Allowable									
POLY HEIGHT	POLY IN. WALL	BASE PLATE	DOC CIRCLE DIA.	INCHES	IN. DIA.	IN. DIA.	IN. DIA.	IN. DIA.	IN. DIA.
12"	F-550	12"	F-550 2.304"	0.947"	3.842"x3.04"	28.8	18.7	10.5	5.8
12"	F-450	12"	F-450 2.304"	0.947"	3.842"x3.04"	25.5	16.5	9.7	5.7
14"	F-550	12"	F-550 2.304"	0.947"	3.842"x3.04"	16.5	10.4	5.7	
14"	F-450	12"	F-450 2.304"	0.947"	3.842"x3.04"	15.2	9.2	5.4	
16"	F-550	12"	F-550 2.304"	0.947"	3.842"x3.04"	11.3	8.8	8.6	
16"	F-450	12"	F-450 2.304"	0.947"	3.842"x3.04"	8.9	7.2	4.4	
20"	F-550	12"	F-550 2.304"	0.947"	3.842"x3.04"	8.2	5.5	4.0	
20"	F-450	12"	F-450 2.304"	0.947"	3.842"x3.04"	5.6	4.6	3.6	
22"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	20.2	21.2	10.4	
22"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	18.2	19.2	9.7	1.6
22"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	11.8	7.0	5.3	
22"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	10.5	6.3	4.4	
24"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	21.1	10.2	10.3	
24"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	19.3	9.3	10.2	
24"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	10.8	8.8	4.2	
24"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	9.3	7.7	4.0	
26"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	19.8	10.7	9.1	
26"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	17.9	8.7	10.2	1.2
28"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	10.3	7.6	5.2	
28"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	9.2	6.8	4.0	
30"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	10.2	8.0	4.6	
30"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	8.7	7.0	3.2	
32"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	10.7	7.1	4.9	
32"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	8.8	6.3	3.9	
32"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	10.5	10.8	8.6	
32"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	8.6	7.2	4.1	
36"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	5.3	3.2	1.5	
36"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	4.2	2.6	1.4	
36"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	21.7	14.6	9.8	
36"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	19.3	12.3	8.5	
38"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	11.6	6.9	4.1	
38"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	10.8	7.2	3.8	
38"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	10.1	4.9	2.6	
38"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	8.6	4.4	2.2	
38"	F-550	12"	F-550 1.761"	12.304"	17.61"x10.61"	8.9	4.0	2.4	
38"	F-450	12"	F-450 1.761"	12.304"	17.61"x10.61"	7.2	3.7	1.9	

*Anchor Bolts are NOT included with Custom Bolt Circle.
 *Do not purchase referencing this drawing. Contact Factory.

All wind loading calculations are based on sustained wind plus one plus an additional 1" gust.

MOUNTING CONFIGURATION

[illegible]

A

B

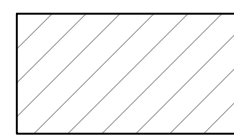
C

D

E

F

MEZZANINE CALCULATIONS



SHADING INDICATES AREA OF MAIN FLOOR TO WHICH MEZZANINE IS OPEN:
5,835 SQUARE FEET

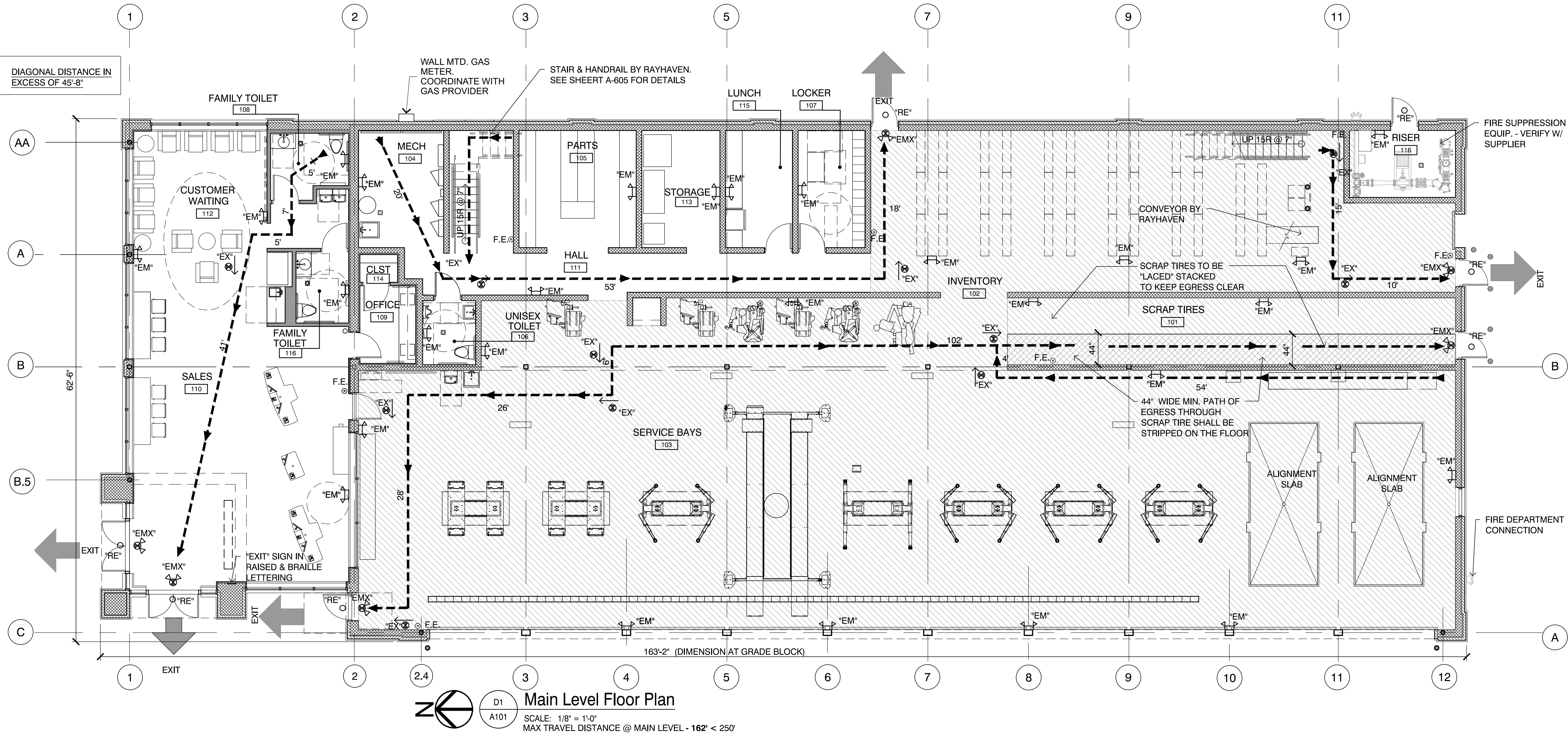
PER 2021 IBC SECTION 505.2.1 (EXCEPTION 2) THE AGGREGATE AREA OF MEZZANINES IN BUILDINGS AND STRUCTURES OF TYPE I OR TYPE II CONSTRUCTION SHALL BE NOT GREATER THAN ONE-HALF OF THE FLOOR AREA OF THE ROOM IN BUILDINGS AND STRUCTURES EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM...

6,263 SQUARE FEET / 2 = 3,131.5 SQUARE FEET OF TOTAL ALLOWABLE MEZZANINE AREA

2,939 S.F. (PROPOSED MEZZANINE) < 3,131.5 S.F. PROPOSED AREA COMPLIES

FIRE EXTINGUISHER - F.E.

- NOTED AS "F.E." - SEE FLOOR PLAN
- 10 LB. ABC DRY CHEMICAL, CLASS A/B/C EXTINGUISHER
- FOR USE ON CLASS A (ORDINARY COMBUSTIBLES), CLASS B (FLAMMABLE LIQUID) SPILLS OR FIRES INVOLVING LIVE ELECTRICAL EQUIPMENT (CLASS C)
- 20 SEC. DISCHARGE TIME
- ALL METAL VALVE CONSTRUCTION, ALUMINUM VALVE
- WALL MOUNTED



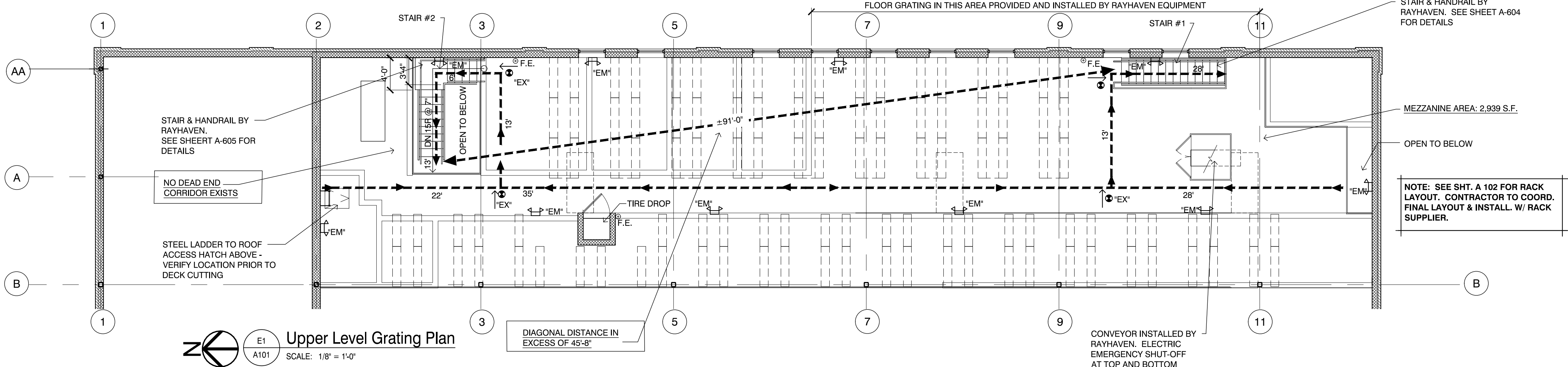
TYPICAL NOTE:
1.) IBC 2021-1013 - EXIT SIGNS - PROVIDE EXIT SIGNS IN ACCORDANCE WITH THE SECTION AND AS OTHERWISE REQ'D PER FIELD INSPECTION. ADDITIONAL EXIT SIGNS MAY BE REQ'D BASED UPON FIELD INSPECTION.

2.) IBC 2021-1008 - MEANS OF EGRESS ILLUMINATION: - PROVIDE GENERAL EGRESS LIGHTING AND INTERIOR/EXTERIOR EMERGENCY LIGHTS IN ACCORDANCE WITH THE SECTION, 2014 NEC ARTICLE 700-16 AND AS OTHERWISE REQ'D PER FIELD INSPECTION. ADDITIONAL MEANS OF EGRESS ILLUMINATION MAY BE REQ'D BASED UPON FIELD INSPECTION.

3.) FIRE SUPPRESSION LINES UNDER MEZZANINE ARE TO BE HELD AS HIGH AS POSSIBLE

4.) EMERGENCY LIGHTING SHALL BE PLACED IN ALL WASHROOMS, CHANGING ROOMS, ETC

5.) EMERGENCY LIGHTING SHALL BE PLACED IN ALL WASHROOMS, CHANGING ROOMS, ETC.



Seal



628 Parent Avenue
Suite 100
Royal Oak, MI 48067
TEL: 248.330.9395
cenright@contourlandgroup.com

Consultant

Project

Belle Tire
Villa Park, IL

201 E North Ave.
Villa Park IL 60181

Sheet

Floor Plan

Issued for

February 2, 2024 Village-IDOT Submittal

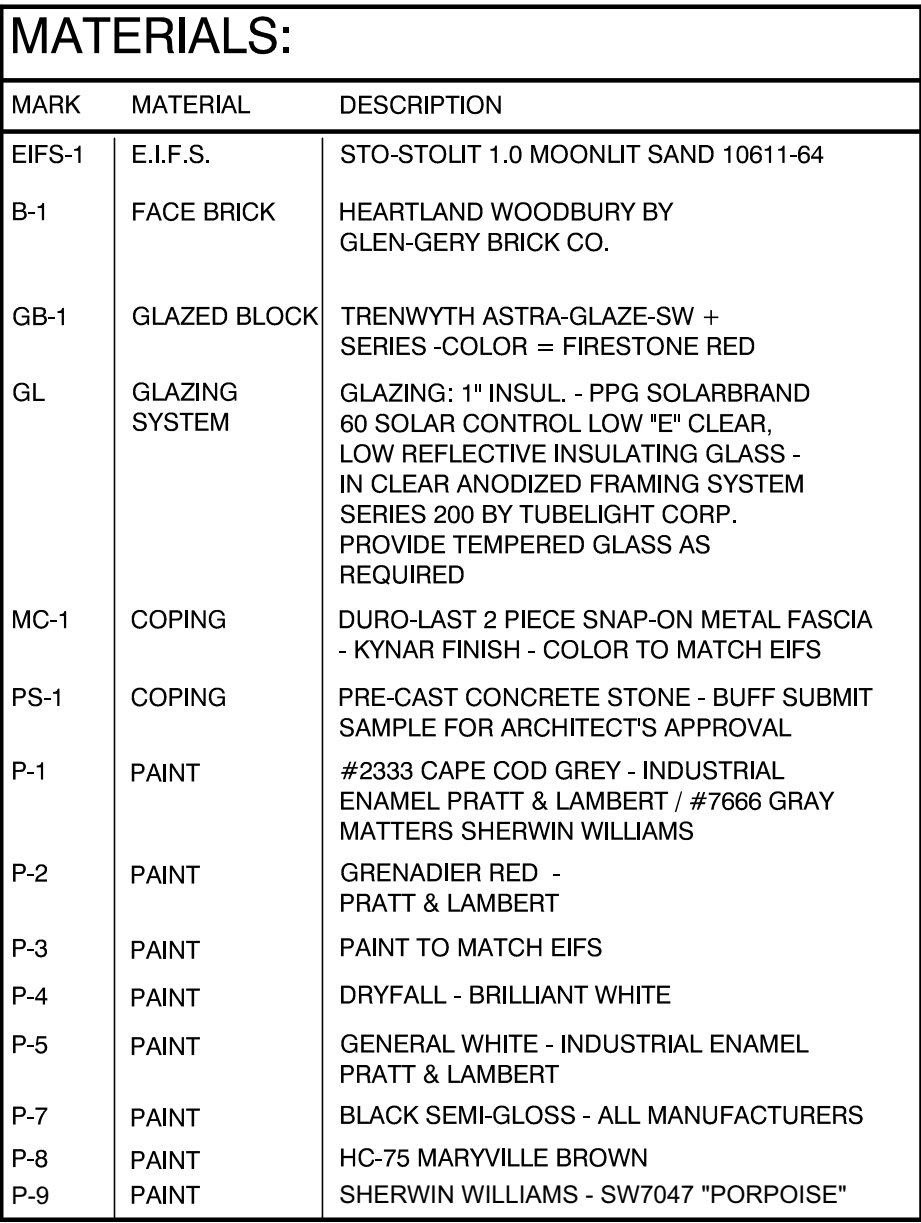
March 29, 2024 Village-IDOT Resubmittal

Project

23-410

Sheet Number

A101



Project

Belle Tire
Villa Park, IL

201 E North Ave.
Villa Park IL 60181

Sheet

Building Elevations

Issued for

February 2, 2024

Village-IDOT Submittal

March 29, 2024

Village-IDOT Resubmittal

April 19, 2024

Village Resubmittal

Project
Number

23-410

Sheet Number

Consultar

Note: The opacity of all materials used on the dumpster enclosure shall be zero.



Overhead Perspective



MEMORANDUM

TO: Village Board of Trustees
FROM: Mike Guerra, Director
DATE: June 10, 2024
SUBJECT: An Ordinance Approving a License Agreement Between the Village of Villa Park and the Property Owners of 234 East Julia Drive.

RECOMMENDED ACTION:

This ordinance would authorize the Gerwings to install a new fence along the eastern edge of the 30-foot-wide Village parcel (PIN 06-15-119-04) to enclose the property at 234 East Julia Drive. The Gerwings previously had a fence across the Village property located behind their residence at 234 E Julia Dr and are requesting to relocate the fence to the eastern edge. The staff has no objection to the resident's continued use of the property and the installation of a fence.

BACKGROUND:

The Village of Villa Park owns a 30-foot wide parcel behind and adjacent to 234 East Julia Drive. A major drainage culvert runs through the parcel. The parcel is land-locked and is generally being used as a backyard for 234 Easy Julia Drive. The property owner wishes to remove an older fence and install a new fence on the village-owned parcel. The owner did not previously have a license agreement with the village prior so one would be needed to allow the construction of a fence they are proposing. There are several fences across this culvert currently and staff does not oppose the use of this property for a fence.

DISCUSSION:

The village-owned parcel is being used and maintained by the property owners at 234 East Julia Drive. Normally Village staff does not need access to the land-locked parcel for normal maintenance. However, the existing culvert that conveys Sugar Creek may need maintenance or repair in the future so the village wishes to retain possession of the property. A license agreement will make the construction of the proposed fence and the use of village-owned parcel compliant. Further, a license agreement will ensure that the Village does not incur any expenses in case the fence needs to be removed to allow Village staff access to the culvert.

Public Works staff has no objections to the proposed license agreement provided it is understood that the license agreement is revocable in the event the Village needs the parcel for a public purpose.

Ordinance No. _____

**AN ORDINANCE OF VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, APPROVING A LICENSE AGREEMENT BETWEEN THE
VILLAGE OF VILLA PARK AND WILLIAM AND TAYLOR GERWING, 234 E. JULIA
DRIVE.**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the “Village”), owns a 30-foot- wide parcel (PIN 06-15-119-048) immediately north and adjacent to the property owned by William and Taylor Gerwing located at 234 East Julia Drive, Villa Park, Illinois 60181 (“Property”); and

WHEREAS, the Property is an existing grass lot and a proposed fence along the east of the lot will encroach into the Villages parcel and the Gersing’s desires to continue to use and keep the general backyard use purposes for the Property; and

WHEREAS, in the opinion of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village enter into the License Agreement with William and Taylor Gerwing., for the use of a certain area within the Village’s property in order to allow the continued use and install a proposed fence located in the Villages property for general backyard purposes for the Property.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the License Agreement by and between the Village of Villa Park and William and Taylor Gerwing., “Agreement” attached hereto as Exhibit A and made a part hereof, is hereby approved.

Section 3: The Village President is hereby authorized and directed to execute, and the Village Clerk to attest, the Agreement in substantially the form of the Agreement attached hereto as Exhibit A, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any and to take all necessary steps to effectuate the terms thereof.

Ordinance No: _____

Section 4: The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and Agreement.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2024.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2024

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the VILLAGE OF VILLA PARK, an Illinois municipal corporation (the “Village”), and William and Taylor Gerwing (the “Licensee”).

W I T N E S S E T H:

WHEREAS, the Village owns a a parcel of land immediately north and adjacent to the property located at 234 East Julia Drive, Villa Park, Illinois 60181 (“Licensee’s Property”); and

WHEREAS, the Licensee’s Property is improved with a proposed fence along the east edge of the Village lot that encroaches into the Village’s Property, as depicted on Exhibit A, which is attached hereto and made a part hereof by reference (the “Licensed Premises”); and

WHEREAS, the Licensee is the owner and operator of Licensee’s Property and desires to continue to use the Licensed Premises for general backyard use and to remove the existing fence and install a new fence on the eastern edge on the Licensed Premises; and

WHEREAS, the Village is willing to grant the Licensee a license for said purposes, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals set forth hereinabove are hereby adopted as findings as if said recitals were fully set forth within this Paragraph 1.
2. The Village hereby grants the Licensee a non-exclusive license to go upon and use the Licensed Premises for general backyard purposes and install the proposed fence on the Licensed Premises, subject to the terms and conditions of this License Agreement.
3. Licensee shall only use the property for the purpose of general use with keeping the fence on the Licensed Premises.
4. The Licensee expressly agrees and acknowledges that this License is revocable at any time by the Village and that this License automatically revokes upon the sale of Licensee’s property.
5. The Licensee also covenants and agrees to maintain, at their sole cost and expense, the fence and grass located on the Licensed Premises in accordance with all applicable ordinances of the Village during the term of this License. The Licensee shall not make any additional or other improvements to the Licensed Premises without having first obtained the prior written consent of the Village.
6. The Licensee expressly acknowledges that the Village has reserved the right to require the Licensee, at their sole expense, to remove from the Licensed Premises, either temporarily or permanently, any improvements, structures or obstructions made by the Licensee within thirty (30) days after notice from the Village but in any event upon termination of this License. In the event that Licensee fails to remove any improvements, the Village may remove the same and charge

the Licensee with any and all costs and expenses which the Village has incurred or may incur in connection with such removal.

7. Licensee agrees to protect, indemnify, defend and forever hold harmless the Village and its officers, employees, agents, licensees, successors and assigns against and from any and all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Licensee's use, maintenance or repair of the Licensed Premises, Licensee's negligence or the failure of Licensee to comply with the provisions of this License.

8. (a) In all contracts executed by Licensee for the construction, repair, replacement of any improvement located on the Licensed Premises, including the fence, Licensee will require every contractor to indemnify, hold harmless and defend the Village, its officers, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors.

(b) Licensee will further require all contractors to procure and maintain comprehensive policies of insurance, insuring the Village, its officers, employees, agents, successors and assigns, as additional insureds, from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts or negligence of such contractor(s), or their officers, employees, agents or subcontractors.

9. In addition to termination of this License, as provided hereinabove, if Licensee defaults in any of Licensee's undertakings or obligations of this License and Licensee receives written notice of such default from the Village, then such event or action shall be deemed to constitute a breach of this License, and this License and Licensee's use of the Licensed Premises shall automatically terminate.

10. No waiver of any default of Licensee shall be implied from omission by the Village to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the event therein stated.

11. All rights and remedies of the Village shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

12. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or sent by facsimile transmission to the Village or Licensee at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail, or on the first business day after successful transmission if sent by facsimile transmission.

Notices to the Village shall be mailed to:
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181
Attention: Matthew Harline, Village Manager

Notices to Licensee shall be mailed to:
William and Taylor Gerwing.
234 E Julia Dr.
Villa Park, IL 60181

13. All of the representations and obligations of the Village are contained herein. The Village and Licensee agree that no change or modification to this License, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this License.

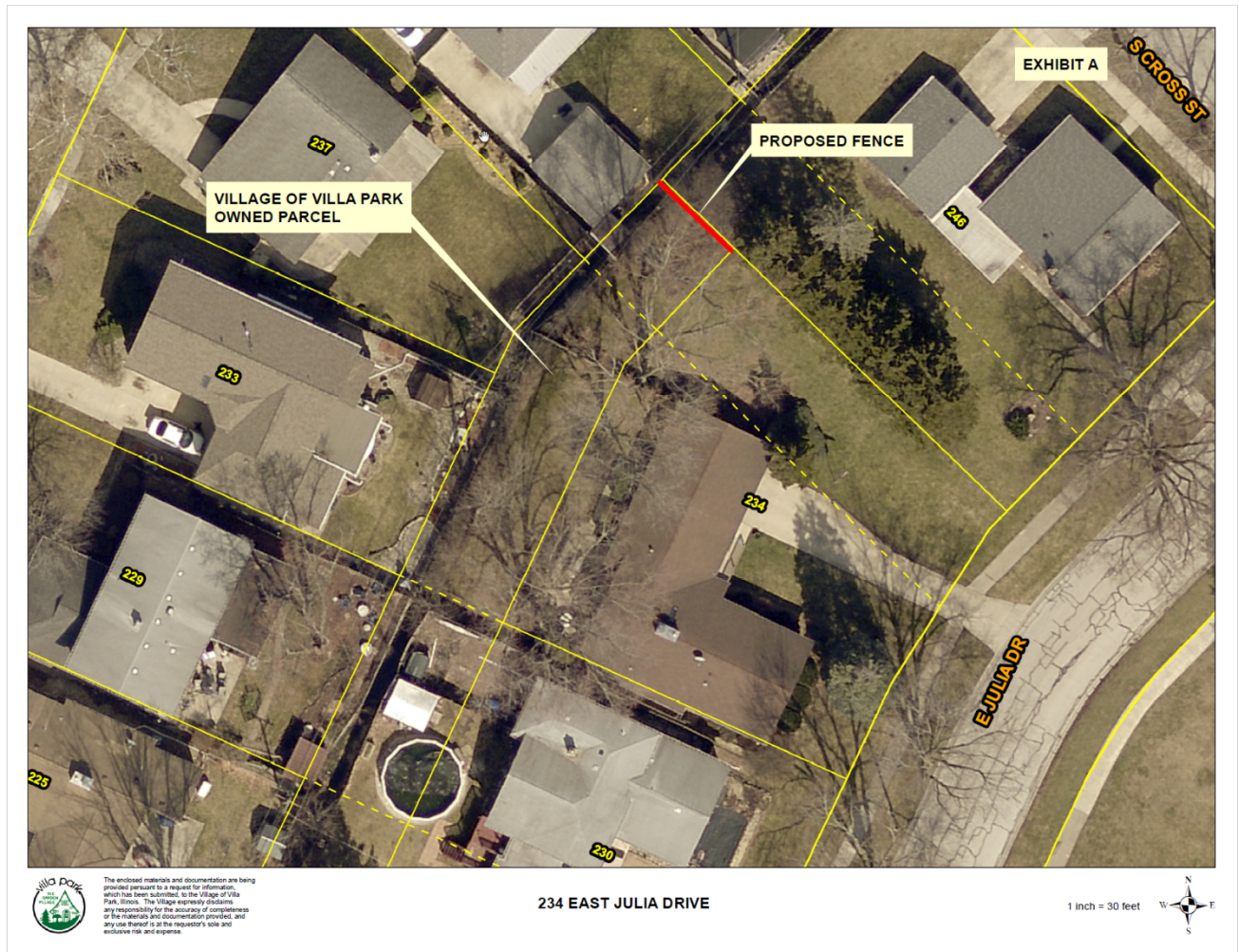
14. The Village and Licensee agree that if any provision of this License is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. This License shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the date of complete execution of the License Agreement as indicated on the day and year set forth below.

VILLAGE OF VILLA PARK	William and Taylor Gerwing
Village President	William Gerwing IV
Date:	
ATTEST:	Taylor Gerwing
	Date:
Village Clerk	

EXHIBIT A
LICENSED PREMISES





The enclosed materials and documentation are being provided pursuant to a request for information, which has been submitted, to the Village of Villa Park, Illinois. The Village expressly disclaims any responsibility for the accuracy of completeness or the materials and documentation provided, and any use thereof is at the requestor's sole and exclusive risk and expense.

234 EAST JULIA DRIVE



MEMORANDUM

TO: Village Board of Trustees

FROM: Kevin Mantels, Assistant Village Engineer

DATE: June 10, 2024

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Martam Construction, Inc., of Elgin, Illinois, for Construction of the Iowa and Vermont Improvement Project in an Amount Not to Exceed \$1,494,535.

RECOMMENDED ACTION:

This Resolution authorizes the Village President to execute a contract for the construction of the Iowa and Vermont Improvement Project. The project was publicly advertised and competitively bid, with a bid opening held on April 30, 2024. The village received two bids, with the lowest responsible bid submitted by Martam Construction, Inc., of Elgin, Illinois, in the amount of \$1,494,535.00. Staff recommends approval of a resolution to award a contract to Martam Construction for the construction of the Iowa and Vermont Improvement Project for an amount not to exceed \$1,494,535.00.

BACKGROUND:

The Iowa and Vermont Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). Construction is budgeted for CY 2024. The project's objective is to improve the condition of the roadway and improve water system capacity and reliability.

The scope of construction includes the replacement of the existing water main on North Iowa Avenue from Vermont Street to Plymouth Street and on West Vermont Street from Iowa Avenue to Wisconsin Avenue. The scope also includes street improvements on North Iowa Avenue from Vermont Street to Plymouth Street and all necessary restoration work associated with these improvements.

TranSystems Corporation prepared the plans and specifications for the project. The project was publicly advertised for bids and competitively bid, with a bid opening held on April 30, 2024, and with two bids received. Martam Construction, Inc., of Elgin, Illinois, submitted the lowest qualified bid in the amount of \$1,494,535.00. Accordingly, staff recommends approval of a contract with Martam Construction, Inc., of Elgin, Illinois, for an amount not to exceed \$1,494,535.00.

DISCUSSION:

The village has been awarded grant funding of up to \$600,000 for the construction of the project

through the Community Development Block Grant (CDBG) program. Funding for the remaining balance of construction costs would be taken from the Street Improvement and Water Supply funds.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Martam Construction, Inc., of Elgin, Illinois, for Construction of the Iowa and Vermont Improvement Project in an Amount Not to Exceed \$1,494,535.00

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village has publicly advertised for bids for a project commonly known as the Iowa and Vermont Improvement Project (“Project”), which Project includes the replacement of the existing water main to improve water system capacity and reliability and improve the condition of the roadway by selected street improvement methods; and

WHEREAS, Instructions to Bidders and proposal forms (the “Bid Documents”) were made available to prospective bidders; and

WHEREAS, the Village received and evaluated bids from two (2) potential contractors for the Project; and

WHEREAS, the Village’s Public Works Department staff reviewed the bids and has determined that Martam Construction, Inc., of Elgin, Illinois, (“Martam Construction”), is the lowest responsible and qualified bidder for the Project, and has determined that Martam Construction has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the bid documents; and

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the President and Board of Trustees of the Village of Villa Park have determined that the bid proposed by Martam Construction, having submitted a bid in the amount of One Million Four Hundred Ninety-Four Thousand Five Hundred Thirty-Five and 00/100 Dollars (\$1,494,535.00), is the lowest qualified and responsible bidder for the Iowa and Vermont Improvement Project.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preamble clauses 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 Martam Construction is the lowest responsible and qualified bidder for the Project, has not been disqualified from bidding, and its proposal met,

Resolution No. _____

without exception, all of the requirements of the Bid Documents.

Section 3: It is hereby determined that it is advisable, necessary, and in the public interest that the Village enter into a contract with Martam Construction for the Project and that the corporate authorities of the Village hereby direct that a notice of award be issued to Martam Construction for the Project at the unit prices set forth in its proposal.

Section 4: The proposal submitted by Martam Construction, in the amount not to exceed One Million Four Hundred Ninety-Four Thousand Five Hundred Thirty-Five and 00/100 Dollars (\$1,494,535.00), is hereby accepted, and the Village President and Village Clerk are hereby authorized and directed on behalf of the Village of Villa Park to execute a contract with Martam Construction for the Iowa and Vermont Improvement Project, which contract is hereby approved, with the terms and conditions set forth in the official project manual for said project, incorporated herein by reference and on file in the Public Works Department, provided that all other necessary signatures have been previously affixed to the contract.

Section 5: The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the US Department of Labor and the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform such work required for the Project.

Section 6: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 10th day of June, 2024, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 10th day of June, 2024

Village President

Attest: _____
Village Clerk

VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2024 THROUGH 2028		Fund(s) / Department(s): Street Improvement Fund Street Referendum Water Supply Fund Wastewater Fund CDBG Grant
Project Name: Iowa and Vermont Improvement Project		
Objective:	To improve the condition of the roadway by means of selected street improvement methods. To improve water system capacity and reliability by replacing the existing water main.	
Description:	This project consists of water main replacement and street improvements on North Iowa Avenue from Vermont Street to Plymouth Street and water main replacement on West Vermont Street from Iowa Avenue to Wisconsin Avenue.	
Justification:	The Village's pavement management program has determined that the condition of the roadway has deteriorated to the point that street improvements are needed. The existing water main has a high incidence of water main breaks. The Village has been awarded grant funding of up to \$600,000 for the construction of this project through the Community Development Block Grant (CDBG) Program.	

Funding Source	Total Cost	Previous Years	2024	2025	2026 - 2028	Future Years
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Engineering / Professional Services						
Street Improvement Fund	-	-	-	-	-	-
Street Referendum	144,000	54,000	90,000	-	-	-
Water Supply Fund	150,000	60,000	90,000	-	-	-
Wastewater Fund	27,000	7,000	20,000	-	-	-
CDBG Grant	-	-	-	-	-	-
Engineering Subtotals	321,000	121,000	200,000	-	-	-

Construction / Building						
Street Improvement Fund	50,000	-	50,000	-	-	-
Street Referendum	750,000	-	750,000	-	-	-
Water Supply Fund	-	-	-	-	-	-
Wastewater Fund	-	-	-	-	-	-
CDBG Grant	600,000	-	600,000	-	-	-
Construction Subtotals	1,400,000	-	1,400,000	-	-	-

Funding Sources Subtotals						
Street Improvement Fund	50,000	-	50,000	-	-	-
Street Referendum	894,000	54,000	840,000	-	-	-
Water Supply Fund	150,000	60,000	90,000	-	-	-
Wastewater Fund	27,000	7,000	20,000	-	-	-
CDBG Grant	600,000	-	600,000	-	-	-
PROJECT TOTALS	1,721,000	121,000	1,600,000	-	-	-

DEPARTMENTAL CORRESPONDENCE

TO: Michael M. Guerra, P.E., Public Works Director

DATE: April 30, 2024

FROM: Kevin L. Mantels, P.E., Assistant Village Engineer

SUBJECT: Iowa and Vermont Improvement Project

Bids for the Iowa and Vermont Improvement Project were opened on Tuesday, April 30, 2024. The village distributed nineteen (19) sets of bidding documents and received two (2) bids. A summary of the bids is as follows:

COMPANY	LOCATION	BID AMOUNT
ENGINEER'S ESTIMATE		\$893,285.50
Martam Construction, Inc.	Elgin, IL	\$1,494,535.00
H. Linden and Sons Sewer and Water	Plano, IL	\$1,510,963.27
AVERAGE BID		\$1,502,750.77

Martam Construction, Inc., of Elgin, Illinois, has previously completed work for the Village of Villa Park, and has performed this work satisfactorily. It is my recommendation that a contract be awarded to Martam Construction, Inc., of Elgin, Illinois, in the amount of **\$1,635,041.99** for the **Total Work**.

 IOWA & VERMONT IMPROVEMENT PROJECT PREPARED BY: VILLAGE OF VILLA PARK CONTRACT DOCUMENTS BY: TRANSYSTEMS CORPORATION BID TABULATION - TUESDAY, APRIL 30, 2024, 10:00 A.M.				Engineer's Estimate		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120 Phone: (847) 608-6800 Fax: (847) 608-6804		H. LINDEN AND SONS SEWER & WATER 722 East South Street, Unit D Plano, IL 60545 Phone: (630) 552-9955 Fax: (630) 522-0955		Average Bid	
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TREE TRUNK PROTECTION	EACH	10.00	\$ 200.00	\$ 2,000.00	\$ 250.00	\$ 2,500.00	\$ 200.00	\$ 2,000.00	\$ 225.00	\$ 2,250.00
2	TREE ROOT PRUNING	EACH	10.00	\$ 200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00
3	TREE PRUNING	EACH	10.00	\$ 150.00	\$ 1,500.00	\$ 250.00	\$ 2,500.00	\$ 75.00	\$ 750.00	\$ 162.50	\$ 1,625.00
4	EARTH EXCAVATION (ROADWAY)	CU YD	755.00	\$ 40.00	\$ 30,200.00	\$ 58.00	\$ 43,790.00	\$ 55.00	\$ 41,525.00	\$ 56.50	\$ 42,657.50
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	154.00	\$ 50.00	\$ 7,700.00	\$ 58.00	\$ 8,932.00	\$ 55.00	\$ 8,470.00	\$ 56.50	\$ 8,701.00
6	POROUS GRANULAR EMBANKMENT	CU YD	154.00	\$ 60.00	\$ 9,240.00	\$ 57.00	\$ 8,778.00	\$ 48.00	\$ 7,392.00	\$ 52.50	\$ 8,085.00
7	TRENCH BACKFILL	CU YD	953.00	\$ 40.00	\$ 38,120.00	\$ 57.00	\$ 54,321.00	\$ 54.00	\$ 51,462.00	\$ 55.50	\$ 52,891.50
8	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	924.00	\$ 2.00	\$ 1,848.00	\$ 4.00	\$ 3,696.00	\$ 3.00	\$ 2,772.00	\$ 3.50	\$ 3,234.00
9	SUPPLEMENTAL WATERING	UNIT	5.00	\$ 100.00	\$ 500.00	\$ 1.00	\$ 5.00	\$ 1.00	\$ 5.00	\$ 1.00	\$ 5.00
10	INLET FILTERS	EACH	12.00	\$ 300.00	\$ 3,600.00	\$ 265.00	\$ 3,180.00	\$ 180.00	\$ 2,160.00	\$ 222.50	\$ 2,670.00
11	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	1,450.00	\$ 25.00	\$ 36,250.00	\$ 14.00	\$ 20,300.00	\$ 10.00	\$ 14,500.00	\$ 12.00	\$ 17,400.00
12	BITUMINOUS MATERIALS (TACK COAT)	POUND	327.00	\$ 0.50	\$ 163.50	\$ 3.00	\$ 981.00	\$ 0.01	\$ 3.27	\$ 1.51	\$ 493.77
13	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	325.00	\$ 150.00	\$ 48,750.00	\$ 142.00	\$ 46,150.00	\$ 120.00	\$ 39,000.00	\$ 131.00	\$ 42,575.00
14	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	163.00	\$ 175.00	\$ 28,525.00	\$ 165.00	\$ 26,895.00	\$ 120.00	\$ 19,560.00	\$ 142.50	\$ 23,227.50
15	CLASS D PATCHES, 6 INCH	SQ YD	98.00	\$ 150.00	\$ 14,700.00	\$ 115.00	\$ 11,270.00	\$ 71.00	\$ 6,958.00	\$ 93.00	\$ 9,114.00
16	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	365.00	\$ 100.00	\$ 36,500.00	\$ 113.00	\$ 41,245.00	\$ 112.00	\$ 40,880.00	\$ 112.50	\$ 41,062.50
17	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,472.00	\$ 10.00	\$ 64,720.00	\$ 11.00	\$ 71,192.00	\$ 14.00	\$ 90,608.00	\$ 12.50	\$ 80,900.00
18	DETECTABLE WARNINGS	SQ FT	145.00	\$ 50.00	\$ 7,250.00	\$ 47.00	\$ 6,815.00	\$ 41.00	\$ 5,945.00	\$ 44.00	\$ 6,380.00
19	PAVEMENT REMOVAL	SQ YD	1,460.00	\$ 15.00	\$ 21,900.00	\$ 22.00	\$ 32,120.00	\$ 10.00	\$ 14,600.00	\$ 16.00	\$ 23,360.00
20	DRIVEWAY PAVEMENT REMOVAL	SQ YD	325.00	\$ 30.00	\$ 9,750.00	\$ 24.00	\$ 7,800.00	\$ 20.00	\$ 6,500.00	\$ 22.00	\$ 7,150.00
21	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,445.00	\$ 12.00	\$ 17,340.00	\$ 10.00	\$ 14,450.00	\$ 10.00	\$ 14,450.00	\$ 10.00	\$ 14,450.00
22	SIDEWALK REMOVAL	SQ FT	6,552.00	\$ 3.00	\$ 19,656.00	\$ 1.50	\$ 9,828.00	\$ 3.00	\$ 19,656.00	\$ 2.25	\$ 14,742.00
23	DUCTILE IRON WATER MAIN 6"	FOOT	31.00	\$ 200.00	\$ 6,200.00	\$ 167.00	\$ 5,177.00	\$ 160.00	\$ 4,960.00	\$ 163.50	\$ 5,068.50
24	DUCTILE IRON WATER MAIN 8"	FOOT	1,049.00	\$ 100.00	\$ 104,900.00	\$ 176.00	\$ 184,624.00	\$ 180.00	\$ 188,820.00	\$ 178.00	\$ 186,722.00
25	DUCTILE IRON WATER MAIN 10"	FOOT	105.00	\$ 200.00	\$ 21,000.00	\$ 247.00	\$ 25,935.00	\$ 200.00	\$ 21,000.00	\$ 223.50	\$ 23,467.50
26	WATER VALVES 8"	EACH	4.00	\$ 2,500.00	\$ 10,000.00	\$ 3,680.00	\$ 14,720.00	\$ 3,000.00	\$ 12,000.00	\$ 3,340.00	\$ 13,360.00
27	WATER VALVES 10"	EACH	2.00	\$ 3,000.00	\$ 6,000.00	\$ 5,120.00	\$ 10,240.00	\$ 4,000.00	\$ 8,000.00	\$ 4,560.00	\$ 9,120.00
28	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	110.00	\$ 50.00	\$ 5,500.00	\$ 112.00	\$ 12,320.00	\$ 94.00	\$ 10,340.00	\$ 103.00	\$ 11,330.00
29	FIRE HYDRANTS TO BE REMOVED	EACH	3.00	\$ 2,500.00	\$ 7,500.00	\$ 990.00	\$ 2,970.00	\$ 750.00	\$ 2,250.00	\$ 870.00	\$ 2,610.00
30	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	5.00	\$ 8,000.00	\$ 40,000.00	\$ 11,260.00	\$ 56,300.00	\$ 9,000.00	\$ 45,000.00	\$ 10,130.00	\$ 50,650.00
31	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	4.00	\$ 7,000.00	\$ 28,000.00	\$ 5,320.00	\$ 21,280.00	\$ 4,000.00	\$ 16,000.00	\$ 4,660.00	\$ 18,640.00
32	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	1.00	\$ 5,000.00	\$ 5,000.00	\$ 2,980.00	\$ 2,980.00	\$ 4,000.00	\$ 4,000.00	\$ 3,490.00	\$ 3,490.00
33	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2.00	\$ 7,000.00	\$ 14,000.00	\$ 5,460.00	\$ 10,920.00	\$ 4,000.00	\$ 8,000.00	\$ 4,730.00	\$ 9,460.00
34	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.00	\$ 15,000.00	\$ 15,000.00	\$ 24,680.00	\$ 24,680.00	\$ 10,000.00	\$ 10,000.00	\$ 17,340.00	\$ 17,340.00
35	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	3.00	\$ 3,500.00	\$ 10,500.00	\$ 2,460.00	\$ 7,380.00	\$ 4,000.00	\$ 12,000.00	\$ 3,230.00	\$ 9,690.00
36	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4.00	\$ 6,000.00	\$ 24,000.00	\$ 4,360.00	\$ 17,440.00	\$ 4,000.00	\$ 16,000.00	\$ 4,180.00	\$ 16,720.00
37	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2.00	\$ 8,000.00	\$ 16,000.00	\$ 5,280.00	\$ 10,560.00	\$ 5,000.00	\$ 10,000.00	\$ 5,140.00	\$ 10,280.00
38	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,448.00	\$ 40.00	\$ 57,920.00	\$ 39.00	\$ 56,472.00	\$ 44.00	\$ 63,712.00	\$ 41.50	\$ 60,092.00
39	NON-SPECIAL WASTE DISPOSAL	CU YD	25.00	\$ 250.00	\$ 6,250.00	\$ 133.00	\$ 3,325.00	\$ 75.00	\$ 1,875.00	\$ 104.00	\$ 2,600.00
40	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	54.00	\$ 5.00	\$ 270.00	\$ 25.00	\$ 1,350.00	\$ 20.00	\$ 1,080.00	\$ 22.50	\$ 1,215.00
41	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	36.00	\$ 10.00	\$ 360.00	\$ 75.00	\$ 2,700.00	\$ 38.00	\$ 1,368.00	\$ 56.50	\$ 2,034.00
42	EPOXY PAVEMENT MARKING - LINE 12"	FOOT	162.00	\$ 5.00	\$ 810.00	\$ 18.00	\$ 2,916.00	\$ 20.00	\$ 3,240.00	\$ 19.00	\$ 3,078.00
43	EPOXY PAVEMENT MARKING - LINE 24"	FOOT	12.00	\$ 10.00	\$ 120.00	\$ 72.00	\$ 864.00	\$ 38.00	\$ 456.00	\$ 55.00	\$ 660.00

 IOWA & VERMONT IMPROVEMENT PROJECT PREPARED BY: VILLAGE OF VILLA PARK CONTRACT DOCUMENTS BY: TRANSYSTEMS CORPORATION BID TABULATION - TUESDAY, APRIL 30, 2024, 10:00 A.M.				Engineer's Estimate		MARTAM CONSTRUCTION, INC. 1200 Gasket Drive Elgin, IL 60120 Phone: (847) 608-6800 Fax: (847) 608-6804		H. LINDEN AND SONS SEWER & WATER 722 East South Street, Unit D Plano, IL 60545 Phone: (630) 552-9955 Fax: (630) 522-0955		Average Bid	
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
44	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	100.00	\$ 15.00	\$ 1,500.00	\$ 31.00	\$ 3,100.00	\$ 25.00	\$ 2,500.00	\$ 28.00	\$ 2,800.00
45	EXPLORATION TRENCH (SPECIAL)	FOOT	100.00	\$ 50.00	\$ 5,000.00	\$ 76.00	\$ 7,600.00	\$ 41.00	\$ 4,100.00	\$ 58.50	\$ 5,850.00
46	WATER MAIN LINE STOP 6"	EACH	2.00	\$ 6,000.00	\$ 12,000.00	\$ 5,960.00	\$ 11,920.00	\$ 7,000.00	\$ 14,000.00	\$ 6,480.00	\$ 12,960.00
47	WATER MAIN LINE STOP 10"	EACH	2.00	\$ 8,000.00	\$ 16,000.00	\$ 8,230.00	\$ 16,460.00	\$ 10,000.00	\$ 20,000.00	\$ 9,115.00	\$ 18,230.00
48	SANITARY MANHOLES TO BE ADJUSTED	EACH	2.00	\$ 1,500.00	\$ 3,000.00	\$ 1,320.00	\$ 2,640.00	\$ 2,000.00	\$ 4,000.00	\$ 1,660.00	\$ 3,320.00
49	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.00	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 145,000.00	\$ 145,000.00	\$ 97,500.00	\$ 97,500.00
50	CONSTRUCTION LAYOUT	L SUM	1.00	\$ 2,000.00	\$ 2,000.00	\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
51	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	4.00	\$ 1,200.00	\$ 4,800.00	\$ 680.00	\$ 2,720.00	\$ 500.00	\$ 2,000.00	\$ 590.00	\$ 2,360.00
52	DRAINAGE STRUCTURE TO BE REMOVED	EACH	2.00	\$ 800.00	\$ 1,600.00	\$ 580.00	\$ 1,160.00	\$ 300.00	\$ 600.00	\$ 440.00	\$ 880.00
53	CLASS B PATCHES, SPECIAL, 7"	SQ YD	591.00	\$ 150.00	\$ 88,650.00	\$ 129.00	\$ 76,239.00	\$ 200.00	\$ 118,200.00	\$ 164.50	\$ 97,219.50
54	CONTINGENCY ALLOWANCE	DOLLARS	50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
55	PARKWAY RESTORATION - SODDING, SALT TOLERANT	SQ YD	1,997.00	\$ 10.00	\$ 19,970.00	\$ 18.00	\$ 35,946.00	\$ 14.00	\$ 27,958.00	\$ 16.00	\$ 31,952.00
56	PARKWAY RESTORATION - TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,997.00	\$ 15.00	\$ 29,955.00	\$ 1.00	\$ 1,997.00	\$ 6.00	\$ 11,982.00	\$ 3.50	\$ 6,989.50
57	PARKWAY RESTORATION - TREE MULCH PLACEMENT	SQ YD	160.00	\$ 15.00	\$ 2,400.00	\$ 12.00	\$ 1,920.00	\$ 10.00	\$ 1,600.00	\$ 11.00	\$ 1,760.00
58	TREES	EACH	7.00	\$ 750.00	\$ 5,250.00	\$ 720.00	\$ 5,040.00	\$ 800.00	\$ 5,600.00	\$ 760.00	\$ 5,320.00
59	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
60	PROJECT SIGN	L SUM	1.00	\$ 500.00	\$ 500.00	\$ 2,200.00	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00
61	SANITARY SERVICE CONNECTION	EACH	6.00	\$ 1,500.00	\$ 9,000.00	\$ 3,860.00	\$ 23,160.00	\$ 2,000.00	\$ 12,000.00	\$ 2,930.00	\$ 17,580.00
62	SANITARY SERVICE REPLACEMENT	FOOT	195.00	\$ 100.00	\$ 19,500.00	\$ 126.00	\$ 24,570.00	\$ 150.00	\$ 29,250.00	\$ 138.00	\$ 26,910.00
63	SANITARY SEWER SERVICE CHECK VALVE	EACH	6.00	\$ 200.00	\$ 1,200.00	\$ 890.00	\$ 5,340.00	\$ 2,000.00	\$ 12,000.00	\$ 1,445.00	\$ 8,670.00
64	SANITARY SEWER SERVICE CLEANOUT	EACH	6.00	\$ 1,000.00	\$ 6,000.00	\$ 820.00	\$ 4,920.00	\$ 2,000.00	\$ 12,000.00	\$ 1,410.00	\$ 8,460.00
65	SANITARY SEWER SERVICE FRAME AND LID	EACH	1.00	\$ 200.00	\$ 200.00	\$ 570.00	\$ 570.00	\$ 2,000.00	\$ 2,000.00	\$ 1,285.00	\$ 1,285.00
66	SHUTDOWN WATER MAIN CONNECTION	EACH	5.00	\$ 3,000.00	\$ 15,000.00	\$ 3,960.00	\$ 19,800.00	\$ 4,000.00	\$ 20,000.00	\$ 3,980.00	\$ 19,900.00
67	STORM SEWERS, PVC, 6"	FOOT	5.00	\$ 50.00	\$ 250.00	\$ 146.00	\$ 730.00	\$ 85.00	\$ 425.00	\$ 115.50	\$ 577.50
68	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	43.00	\$ 75.00	\$ 3,225.00	\$ 166.00	\$ 7,138.00	\$ 124.00	\$ 5,332.00	\$ 145.00	\$ 6,235.00
69	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 15"	FOOT	17.00	\$ 100.00	\$ 1,700.00	\$ 178.00	\$ 3,026.00	\$ 141.00	\$ 2,397.00	\$ 159.50	\$ 2,711.50
70	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	212.00	\$ 75.00	\$ 15,900.00	\$ 170.00	\$ 36,040.00	\$ 124.00	\$ 26,288.00	\$ 147.00	\$ 31,164.00
71	STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH	FOOT	33.00	\$ 150.00	\$ 4,950.00	\$ 196.00	\$ 6,468.00	\$ 110.00	\$ 3,630.00	\$ 153.00	\$ 5,049.00
72	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	40.00	\$ 175.00	\$ 7,000.00	\$ 210.00	\$ 8,400.00	\$ 124.00	\$ 4,960.00	\$ 167.00	\$ 6,680.00
73	STORM SEWER (WATER MAIN REQUIREMENTS) 15 INCH	FOOT	34.00	\$ 200.00	\$ 6,800.00	\$ 255.00	\$ 8,670.00	\$ 141.00	\$ 4,794.00	\$ 198.00	\$ 6,732.00
74	TEMPORARY STONE	L SUM	1.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00
75	VALVE BOXES TO BE ABANDONED	EACH	3.00	\$ 200.00	\$ 600.00	\$ 420.00	\$ 1,260.00	\$ 50.00	\$ 150.00	\$ 235.00	\$ 705.00
76	WATER SERVICE (LEAD) - ASBESTOS ABATEMENT	EACH	2.00	\$ 5,000.00	\$ 10,000.00	\$ 8,500.00	\$ 17,000.00	\$ 1,000.00	\$ 2,000.00	\$ 4,750.00	\$ 9,500.00
77	WATER SERVICE (LEAD) - INTERIOR RESTORATION	EACH	2.00	\$ 2,000.00	\$ 4,000.00	\$ 8,000.00	\$ 16,000.00	\$ 5,000.00	\$ 10,000.00	\$ 6,500.00	\$ 13,000.00
78	WATER SERVICE CURB BOX	EACH	21.00	\$ 200.00	\$ 4,200.00	\$ 680.00	\$ 14,280.00	\$ 300.00	\$ 6,300.00	\$ 490.00	\$ 10,290.00
79	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT	FOOT	100.00	\$ 50.00	\$ 5,000.00	\$ 166.00	\$ 16,600.00	\$ 51.00	\$ 5,100.00	\$ 108.50	\$ 10,850.00
80	WATER SERVICE LINE, LONG SIDE, 1" (PUBLIC)	EACH	10.00	\$ 2,500.00	\$ 25,000.00	\$ 4,680.00	\$ 46,800.00	\$ 4,000.00	\$ 40,000.00	\$ 4,340.00	\$ 43,400.00
81	WATER SERVICE LINE, SHORT SIDE, 1" (PUBLIC)	EACH	11.00	\$ 1,000.00	\$ 11,000.00	\$ 4,220.00	\$ 46,420.00	\$ 4,000.00	\$ 44,000.00	\$ 4,110.00	\$ 45,210.00
82	WATER USAGE CREDIT	TGAL	100.00	\$ 8.85	\$ 885.00	\$ 8.85	\$ 885.00	\$ 8.85	\$ 885.00	\$ 8.85	\$ 885.00
83	WATER USAGE DEDUCTION	TGAL	100.00	\$ (8.85)	\$ (885.00)	\$ (8.85)	\$ (885.00)	\$ (8.85)	\$ (885.00)	\$ (8.85)	\$ (885.00)
	AS-READ TOTAL				N/A	\$ 1,494,535.00	\$ 1,510,963.27		N/A		
	CALCULATED TOTAL				\$ 1,200,692.50	\$ 1,494,535.00	\$ 1,510,963.27	\$ 1,502,750.77			



VILLAGE OF VILLA PARK

CONTRACT DOCUMENTS

FOR

**IOWA AND VERMONT
IMPROVEMENT PROJECT**

BID OPENING - APRIL 30, 2024, 10:00 AM

PREPARED BY

TRANSYSTEMS

NOTE: FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

WOMEN AND MINORITY OWNED BUSINESSES AND SECTION 3 BUSINESSES AND LABORERS ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

Village of Villa Park

County

DuPage

Section Number

N/A

Street Name/Road Name

Iowa Avenue & Vermont Street

Type of Funds

CDBG/Local

☒ CONTRACT BOND (when required)**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Villa Park	Iowa Avenue & Vermont Street	DuPage	N/A

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the Village
of Villa Park, known as the party of the first part, and _____, known as the party of the second part.
its successor, and assigns, known as the party of the second part.

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

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section N/A in Village of Villa Park, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

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

Attest: The Village of Villa Park
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

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

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Iowa Avenue & Vermont St	N/A

Bond information to be returned to Local Public Agency at _____
Complete Address

We, _____
Contractor's Name and Address

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

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

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

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

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

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

PRINCIPAL

Company Name

By
Signature & Date

Attest
Signature & Date

Company Name

By
Signature & Date

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 _____

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

Insert name of Individuals signing on behalf of PRINCIPAL

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

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of 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 _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

Awarding Authority Signature & Date

Local Public Agency Type

Clerk

**INVITATION TO BID
IOWA AND VERMONT IMPROVEMENT PROJECT
VILLAGE OF VILLA PARK
THURSDAY, APRIL 11, 2024**

You are cordially invited to submit a proposal as General Contractor for work specified for this project.

PROJECT: **IOWA AND VERMONT IMPROVEMENT PROJECT** which consists of watermain replacement, street improvements, and related sidewalk improvements along N. Iowa Avenue from W. Vermont Street north to W. Plymouth Street and new watermain along W. Vermont Street from N. Iowa Avenue east to N. Wisconsin Avenue, all in Villa Park, IL. Watermain improvements will include all work necessary for replacement of existing watermain along N. Iowa Avenue from W. Vermont Street north to W. Plymouth Street, and installation of new watermain along W. Vermont Street from N. Iowa Avenue east to N. Wisconsin Avenue. Watermain improvements will also include replacement of three fire hydrants and installation of two new fire hydrants. Street improvements will include all work necessary for the removal and replacement of existing roadway pavement, curb and gutter, driveway aprons, sidewalks and/or sidewalk corners for ADA compliance, along with necessary parkway restoration, to be let as a single Contract.

BID DEADLINE: **TUESDAY, APRIL 30, 2024, 10:00 AM LOCAL TIME.**

The Village reserves the right to extend the Bid Deadline from this date and time, as the Village, in its sole discretion, determines what is in the best interest of the Village. All plan holders will be notified by the Village via addendum of any changes/modifications to the Bid Deadline.

NOTICE: The Village of Villa Park, 11 West Home Avenue, Villa Park, Illinois, 60181, will receive sealed proposals for the **IOWA AND VERMONT IMPROVEMENT PROJECT**, to be let as a single Contract. Proposals will be received at the offices of the Village of Villa Park, Illinois, at the reception desk of the Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181 up to the hour of 10:00 AM on Tuesday, April 30, 2024. Immediately thereafter, the proposals will be opened and read aloud in the Village Boardroom at the Village of Villa Park Village Hall, 20 South Ardmore Avenue, Villa Park, Illinois, 60181. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village. All plan holders will be notified by the Village via addendum of any changes/modifications to the date and/or time of the Bid Opening.

Proposals shall be submitted in accordance with the Bidding Documents prepared by TranSystems, 1475 E. Woodfield Road, Schaumburg, IL 60173.

Women and Minority Owned Businesses and Section 3 Businesses and Laborers are encouraged to submit bids on this project. Federal Labor Standards and Prevailing Wage Rates will apply to this project.

BIDDER QUALIFICATIONS: Bidders, in submitting a Bid, shall comply with all applicable federal, state, and local laws and requirements; shall provide documentation of that compliance in accordance with the requirements of the Contract Documents or as requested by the Village; and, in submitting a Bid, Bidders affirm that they are qualified under all applicable laws and requirements to do so, and agree to be bound by the determination of the Village as to Bidder's compliance and qualifications. In addition to the requirements above, all bidders shall be registered with the System of Award Management (SAM) via the Sam.gov webpage and shall be in good standing with the State of Illinois Secretary of State. All bidders shall provide documentation of SAM registration and Secretary of State Good Standing certification with their bid.

MANDATORY PRE-BID MEETING: TUESDAY, APRIL 23, 2024, 10:00 A.M. LOCAL TIME

A mandatory pre-bid meeting will be held via Microsoft Teams. All parties who wish to attend the pre-bid meeting shall request the Teams meeting information from the Village by emailing a request to **engineering@invillapark.com** a minimum of 3 hours prior to the meeting.

BID SECURITY: Each Contractor shall deposit with his proposal a bond executed by the contractor and a surety company, or a certified check, or cashier's check, payable to the Village of Villa Park in the amount of not less than five percent (5%) of the total amount of the proposal.

CONTRACT SECURITY: The successful Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Contract sum as a security for the faithful performance of this Contract and, a Labor and Mechanical Payment Bond in an amount of not less than one hundred percent (100%) of the Contract sum as a security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract.

REQUESTS FOR INFORMATION OR CLARIFICATION: All requests for information or clarification shall be submitted to the Village of Villa Park by email to **engineering@invillapark.com**. All responses that are provided to requests for information or clarification will be provided through QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #9043917**. Contractors who have received hard copies of bid documents will be notified via email that the addendum is available on QuestCDN and may request that a copy of the addendum is emailed directly to them. All addenda and the bidding documents can be viewed for free on QuestCDN.

The Village will accept requests for information or clarification submitted in accordance with the above requirements until **THURSDAY, APRIL 25, 2024, 4:00 P.M. LOCAL TIME**.

Requests for information or clarification received after such time will not be accepted and will receive no response.

ADDENDA: The Village reserves the right to modify the Bidding Documents.

RIGHTS RESERVED: The Village will select the lowest, most responsible, most responsive bidder. The Village reserves the right to reject any or all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, Bidder agrees to be bound by that determination.

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

WAGE RATES: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

This project is partially paid for with Federal grant funding through the Community Development Block Grant Program. Davis-Bacon Wage Decisions also apply and are only superseded in instances by and where Illinois Prevailing Wages exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (requirements). If this project does not start within 90 days of award, the wage determinations shall be replaced with the most current decisions.

NON-DISCRIMINATION CLAUSE: All contracts between the Subgrantee and the Contractor and all subcontracts thereafter must include the following non-discrimination clause: "Employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex, national origin, age, familial status, or disability."

Bidding Documents may be obtained from QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #9043917** free of charge. An active QuestCDN account and login are required. Questions or issues regarding the QuestCDN platform shall be directed to QuestCDN by phone at 952-233-1632 or by email at info@questcdn.com. Hard copies of bidding documents are available free of charge at the office of the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181. Each bidder will only be allowed one hard copy, if requested. **All bidders must be listed as plan holders to be eligible to bid.**

BUILD AMERICA, BUY AMERICA ACT (BABA): Compliance with the Buy American Preference (BAP), as established by the Build America, Buy America Act (BABA), is required unless covered by a subsequent waiver. Under FR-6331-N-06, HUD has proposed phased implementation of the BAP. Per the notice, since CDBG funds will be utilized in connection with the purchase of iron or steel products in infrastructure projects, they are subject to BABA.

PUBLISHED BY AUTHORITY OF THE VILLAGE OF VILLA PARK, COUNTY OF DUPAGE, STATE OF ILLINOIS



COVER SHEET

Proposal Submitted By:

Contractor's Name

Martem Construction, Inc.

Contractor's Address

1200 Gasket Dr.

City

Eggen

State

IL

Zip Code

60120

STATE OF ILLINOIS

Local Public Agency

Village of Villa Park

County

DuPage

Section Number

N/A

Route(s) (Street/Road Name)

Iowa Avenue & Vermont Street

Type of Funds

CDBG/Local

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage	N/A	Iowa Avenue & Vermont Street

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of **PUBLIC WORKS**

11 WEST HOME AVENUE, VILLA PARK, IL 60181	until	10:00 AM	on	4/30/2024
Address		Time		Date

Sealed proposals will be opened and read publicly at the office of **VILLAGE BOARD ROOM AT VILLAGE HALL**

20 SOUTH ARDMORE AVENUE, VILLA PARK, IL 60181	at	10:00 AM	on	4/30/2024
Address		Time		Date

DESCRIPTION OF WORK

Location	Project Length
Iowa Ave (Vermont St to Plymouth St) and Vermont St (Iowa Ave to Wisconsin Ave)	1,017.00 ft 0.19mi

Proposed Improvement

Water Main Replacement, Pavement Reconstruction, Curb & Gutter Installation, Sidewalk Rem & Repl, Driveway Rem & Repl, Pavement Patching, and Parkway Restoration

1. Plans and proposal forms will be available in the office of

Electronically at WWW.QuestCDN.com - QuestCDN #9043917 or Public Works, 11 West Home Avenue, Villa Park, IL 60181 - Free of Charge

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:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- 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 Villa Park	DuPage	N/A	Iowa Avenue & Vermont Street

PROPOSAL

- Proposal of Mertens Construction, Inc.
Contractor's Name
1200 Gasket Dr., Elgin, IL 60120
Contractor's Address
- The plans for the proposed work are those prepared by TranSystems
and approved by the Department of Transportation on N/A
- 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.
- 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.
- The undersigned agrees to complete the work within 80 calendar days or by _____ unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- 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.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- 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.
- 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: Village Treasurer of Villa Park
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 _____.



Schedule of Prices
Print With Instructions



Print Form

Reset Form

Contractor's Name

Morton Construction, Inc.

Contractor's Address City State Zip Code

1200 Gasket Dr. Elgin IL 60120

Local Public Agency

Village of Villa Park

County

DuPage

Section Number

N/A

Iowa and Vermont Improvement Project

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
1	TREE TRUNK PROTECTION	EACH	10	250.00	2500.00
2	TREE ROOT PRUNING	EACH	10	150.00	1500.00
3	TREE PRUNING	EACH	10	250.00	2500.00
4	EARTH EXCAVATION (ROADWAY)	CU YD	755	58.00	43790.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	154	58.00	8932.00
6	POROUS GRANULAR EMBANKMENT	CU YD	154	57.00	8778.00
7	TRENCH BACKFILL	CU YD	953	57.00	54321.00
8	GEO TECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	924	4.00	3696.00
9	SUPPLEMENTAL WATERING	UNIT	5	1.00	5.00
10	INLET FILTERS	EACH	12	265.00	3180.00
11	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	1,450	14.00	20300.00
12	BITUMINOUS MATERIALS (TACK COAT)	POUND	327	3.00	981.00
13	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	325	142.00	46150.00
14	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	163	165.00	26895.00
15	CLASS D PATCHES, 8 INCH	SQ YD	98	115.00	11270.00
16	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	365	113.00	41245.00
17	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,472	11.00	71192.00
18	DETECTABLE WARNINGS	SQ FT	145	47.00	6815.00
19	PAVEMENT REMOVAL	SQ YD	1,460	22.00	32120.00
20	DRIVEWAY PAVEMENT REMOVAL	SQ YD	325	24.00	7800.00
21	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,445	10.00	14450.00
22	SIDEWALK REMOVAL	SQ FT	6,552	1.50	9828.00
23	DUCTILE IRON WATER MAIN 6"	FOOT	31	167.00	5177.00
24	DUCTILE IRON WATER MAIN 8"	FOOT	1,049	176.00	184624.00
25	DUCTILE IRON WATER MAIN 10"	FOOT	105	247.00	25935.00
26	WATER VALVES 8"	EACH	4	3680.00	14720.00
27	WATER VALVES 10"	EACH	2	5120.00	10240.00
28	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	110	112.00	12320.00
29	FIRE HYDRANTS TO BE REMOVED	EACH	3	990.00	2970.00
30	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	5	11,260.00	56300.00
31	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	4	5320.00	21280.00
32	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	1	2980.00	2980.00
33	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	5460.00	10920.00
34	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	24680.00	24680.00
35	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	3	2460.00	7380.00
36	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	4360.00	17440.00
37	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	5280.00	10560.00
38	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,448	39.00	56972.00

Local Public Agency

County

Section Number

Village of Villa Park

DuPage

N/A

Iowa and Vermont Improvement Project

Item Number	Items	Unit	Quantity	Unit Price	Total
39	NON-SPECIAL WASTE DISPOSAL	CU YD	25	133.00	3325.00
40	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	54	25.00	1350.00
41	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	36	75.00	2700.00
42	EPOXY PAVEMENT MARKING - LINE 12"	FOOT	162	18.00	2916.00
43	EPOXY PAVEMENT MARKING - LINE 24"	FOOT	12	72.00	864.00
44	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	100	31.00	3100.00
45	EXPLORATION TRENCH (SPECIAL)	FOOT	100	76.00	7600.00
46	WATER MAIN LINE STOP 6"	EACH	2	5960.00	11920.00
47	WATER MAIN LINE STOP 10"	EACH	2	8230.00	16460.00
48	SANITARY MANHOLES TO BE ADJUSTED	EACH	2	1320.00	2640.00
49	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	50000.00	50000.00
50	CONSTRUCTION LAYOUT	L SUM	1	66000.00	66000.00
51	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	4	680.00	2720.00
52	DRAINAGE STRUCTURE TO BE REMOVED	EACH	2	580.00	1160.00
53	CLASS B PATCHES, SPECIAL, 7"	SQ YD	591	129.00	76239.00
54	CONTINGENCY ALLOWANCE	DOLLARS	50,000	\$1.00	\$50,000.00
55	PARKWAY RESTORATION - SODDING, SALT TOLERANT	SQ YD	1,997	18.00	35946.00
56	PARKWAY RESTORATION - TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,997	1.00	1997.00
57	PARKWAY RESTORATION - TREE MULCH PLACEMENT	SQ YD	180	12.00	1920.00
58	TREES	EACH	7	720.00	5040.00
59	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1	1000.00	1000.00
60	PROJECT SIGN	L SUM	1	2200.00	2200.00
61	SANITARY SERVICE CONNECTION	EACH	5	3860.00	19300.00
62	SANITARY SERVICE REPLACEMENT	FOOT	195	126.00	24570.00
63	SANITARY SEWER SERVICE CHECK VALVE	EACH	5	890.00	4450.00
64	SANITARY SEWER SERVICE CLEANOUT	EACH	5	820.00	4100.00
65	SANITARY SEWER SERVICE FRAME AND LID	EACH	1	570.00	570.00
66	SHUTDOWN WATER MAIN CONNECTION	EACH	5	3960.00	19800.00
67	STORM SEWERS, PVC, 6"	FOOT	5	146.00	730.00
68	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	43	166.00	7138.00
69	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 15"	FOOT	17	178.00	3026.00
70	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	212	170.00	36040.00
71	STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH	FOOT	33	196.00	6468.00
72	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	40	210.00	8400.00
73	STORM SEWER (WATER MAIN REQUIREMENTS) 15 INCH	FOOT	34	255.00	8670.00
74	TEMPORARY STONE	L SUM	1	8000.00	8000.00
75	VALVE BOXES TO BE ABANDONED	EACH	3	420.00	1260.00
76	WATER SERVICE (LEAD) - ASBESTOS ABATEMENT	EACH	2	8500.00	17000.00
77	WATER SERVICE (LEAD) - INTERIOR RESTORATION	EACH	2	8000.00	16000.00
78	WATER SERVICE CURB BOX	EACH	21	680.00	14280.00
79	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT	FOOT	100	166.00	16600.00
80	WATER SERVICE LINE, LONG SIDE, 1" (PUBLIC)	EACH	10	4680.00	46800.00
81	WATER SERVICE LINE, SHORT SIDE, 1" (PUBLIC)	EACH	11	4220.00	46420.00
82	WATER USAGE CREDIT	TGAL	100	\$8.85	\$885.00
83	WATER USAGE DEDUCTION	TGAL	100	(\$8.85)	(\$885.00)

Bidder's Total Proposal = 1,494,535.00

NOTE: THE DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION (CDC) CONDITIONS FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS MUST BE COMPLETED BY THE CONTRACTOR AND RETURNED WITH THE BID PROPOSAL.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage	N/A	Iowa Avenue & Vermont Street

CONTRACTOR CERTIFICATIONS

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

- 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 Villa Park	DuPage	N/A	Iowa Avenue & Vermont Street

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

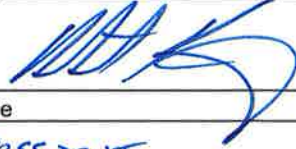
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(If a corporation)

Corporate Name

Merton Construction, Inc.

Signature & Date

 4-30-24
--

Title

PRESIDENT

Business Address

1200 Gasket Dr.

City

State

Zip Code

Elgin	IL	60120
-------	----	-------

Insert Names of Officers

President

Robert Kutrowicz

Secretary

Terry Ketravets

Treasurer

Tary Geschke

Attest:

[Signature]

Secretary

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Martam Construction, Inc.
1200 Gasket Dr.
Elgin, IL 60120

OWNER:

(Name, legal status and address)

Village of Villa Park
11 West Home Avenue
Villa Park, IL 60181

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
1411 Opus Pl, Ste 450
Downers Grove, Illinois 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

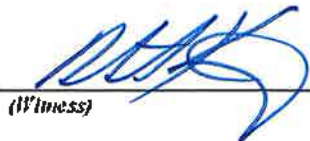
Iowa and Vermont Improvement Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of April, 2024


(Witness)


(Witness) Maria A. Gonzalez

Martam Construction, Inc.
(Principal)

By:


(Title) Secretary

Travelers Casualty and Surety Company of America
(Surety)

By:


(Title) James I. Moore Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Maria A. Gonzalez Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and

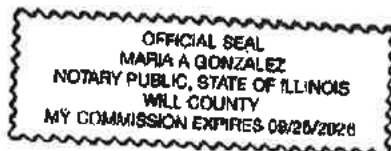
Surety Company of America who is personally known to me to be the same person whose

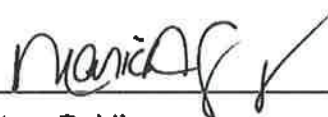
name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 30th day of April, 2024.





Notary Public Maria A. Gonzalez
My Commission expires: September 25, 2026



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **James I. Moore** of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

OR

Project Description: Iowa and Vermont Improvement Project

Principal: Mariam Construction, Inc.

Obligee: Village of Villa Park

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **April**, 2024.





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ADDENDUM NO. 1

DATE: April 12, 2024
FROM: Village of Villa Park Public Works Department
TO: All Plan Holders
PROJECT: **Iowa and Vermont Improvement Project**

The Bidding Documents for the subject project are hereby amended as follows.

1. In Appendix A, "Community Development Block Grant (CDBG) Forms", under "Federal Wage Decision", replace General Decision Number IL20240011, Heavy and Highway, effective 01/05/2024, with General Decision Number IL20240011, Heavy and Highway, effective 04/05/2024, attached hereto and made a part hereof this Addendum No. 1.

Nothing in this Addendum shall be construed as changing other requirements of the Bidding Documents. The Acknowledgement Form that follows must be filled out and returned with the Bid.

END OF ADDENDUM NO. 1

**ADDENDUM NO. 1
ACKNOWLEDGMENT FORM**

I/We hereby acknowledge receipt of the following documents pertaining to **ADDENDUM No. 1** to the Bidding Documents for the Village of Villa Park's Iowa and Vermont Improvement Project.

Name: Jerry Kutrovtz

Title: Secretary

Company: Morton Construction, Inc.

Signature: 

Date: 4/15/2024



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Enter an entity ID, name, or keyword



Get Started

Actions 

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Non-Federal Entities

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By

< 1 of 1 >

Results per page

25

Sort by

Expiration Date Ascending

MARTAM CONSTRUCTION INC

Active Registration

Unique Entity ID:

M7CBEQMKLHJ4

Doing Business As:

(blank)

Purpose of Registration:

All Awards

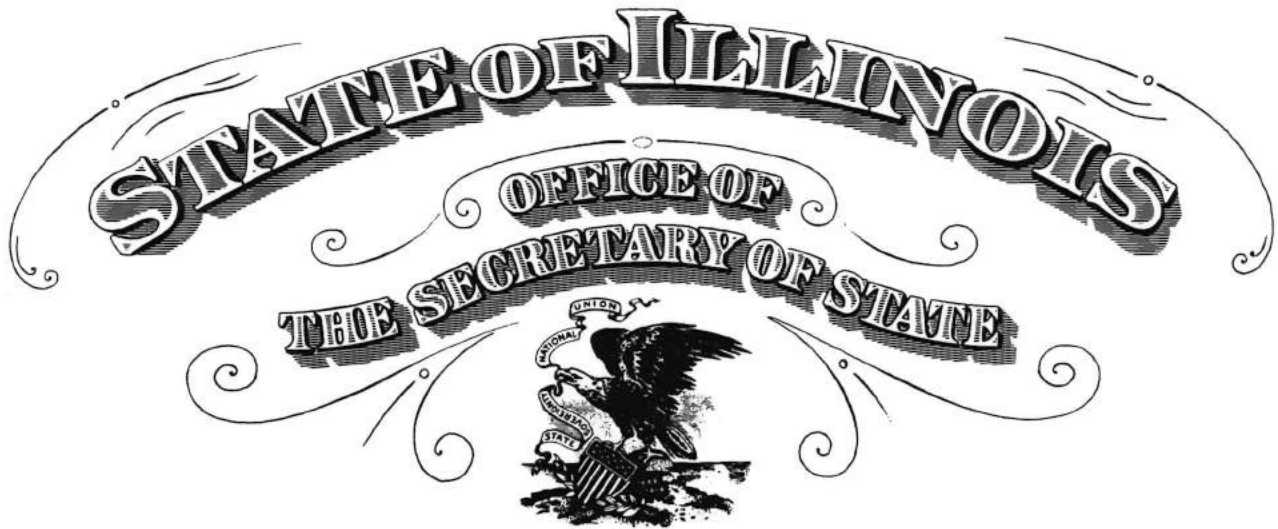
CAGE/INCAGE:

4HQAS

Physical Address:

1200 GASKET DR
ELGIN, IL 60120-7305 USA

Nov 16, 2024



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MARTAM CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 07, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of MAY A.D. 2024 .

RETURN WITH BID
DUPAGE COUNTY COMMUNITY
DEVELOPMENT COMMISSION (CDC) CONDITIONS
FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS

Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.

I. Labor Standards Notice (also to be listed on the Front Cover)

FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

** Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.*

II. Bid Security Statement

All bid proposals must be accompanied by a Bid bond, certified check, or bank cashier's check payable to the owner for five percent (5%) of the amount of the bid.

III. Performance and Payment Bond Statement

The successful bidder for the project will be required to enter into Performance and Payment bonds equal to 100% of the bid with approved sureties, which shall be conditioned upon the proper and faithful performance by the contractor of the work specified in accordance with the contract documents.

IV. Brand Name Only Statement

Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.

V. Cost Plus Statement

Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project in any form or condition.

VI. Change Order Statement

Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review. All change orders must be approved by CDC staff prior to work being completed. Should change orders be necessary and they exceed the bonded amount, bonds must be increased to match the new contract total.

VII. Federal Wage Determination Statement

This project is paid for in part with Federal grant funds through the Community Development Block Grant Program. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are

superseded only in instances, by and where Illinois Prevailing Wage exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within 90 days of award, the wage determinations shall be replaced with the most current decision.

VIII. Non-Discrimination Statement

Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

IX. WBE/MBE/Section 3 Encouragement Statement (*also to be listed on the Front Cover*)

Minority and Women Owned Business Enterprises (MBE/WBE) and Section 3 Businesses and workers are encouraged to submit bids on this Project.

X. Debarment Statement – SAM Certificate

The successful bidder for the project must clear a contractor debarment search on the System for Award Management (SAM) to be eligible to receive Federal grant funds. Chosen contractor will not be debarred and shall be registered with the System of Award Management (www.sam.gov).

XI. Insurance Requirement

Contractor must furnish a Certificate of Insurance and provide policy endorsements evidencing specific coverage amounts. Such coverage shall be placed with a responsible company licensed to do business in the State of Illinois with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide.

XII. Signature Statement

The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.

DuPage County Community Development Commission wishes an acknowledgement from the bidder that they have read and understand the conditions listed above. Please sign below, print your company name, date this document, and submit it with the complete bid package.

Signature: 

Company Name: Martian Construction, Inc.

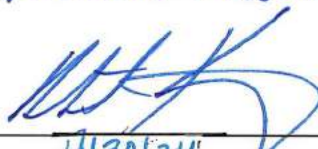
Date: 4/30/24

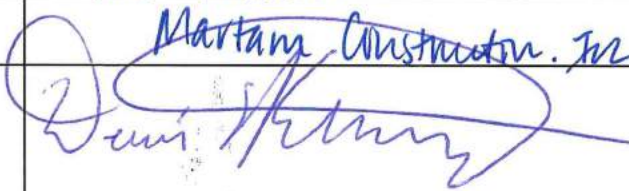
RETURN WITH BID
CONFLICT OF INTEREST DISCLOSURE

Please initial each true and applicable statement:

RK	1. The undersigned understands that this project is being funded with Federal dollars under the Community Development Block Grant (CDBG) Program, HOME Investment Partnership Program (HOME) or Emergency Solutions Grant through DuPage County.
Please select one of the following designations:	
	2. The undersigned has made application to be the owner, developer, or sponsor of a project funded with HOME.
RK	3. The undersigned desires to participate as a contractor or subcontractor under a construction project funded with CDBG or HOME.
	4. The undersigned has made application to be a subrecipient of DuPage County funding under CDBG, HOME, or ESG.
	5. The undersigned is an employee of an outside agency that will be working with a subrecipient receiving CDBG or HOME funding for a project.
	6. I am a participant in a DuPage County funded homebuyer or home rehabilitation program.
Please select one of the following statements:	
RK	7. The undersigned hereby certifies that he/she or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of directors) <u>do(es) not have</u> any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official of DuPage County. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be "covered persons" under Federal conflict of interest regulations.
	8. The undersigned <u>does have</u> a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of DuPage County. Please note that DuPage County will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable Federal regulations prior to entering into any agreement with you. Please list each such business or family tie:
If you selected #2 above (owner or developer of a project funded with HOME).	
	9. The undersigned understands that no owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed

	official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability.
Please select one of the following statements:	
	10. The undersigned is an individual or sole proprietor and am signing this on behalf of myself.
	11. The undersigned is a partnership and the signature below represents the statement of the partnership and all general and limited partners, individually, and collectively all covered persons associated with the partnership.
✓K	12. The undersigned is a corporation and the signature below is that of a duly authorized corporate officer and represents the statement of each and all covered persons associated with the corporation.

Printed Name:	Robert Kutrovatz
Title (if applicable):	President
Name of organization (if applicable)	Martam Construction, Inc
Signature:	
Date:	4/30/24

Printed Name:	Dennis Kutrovatz
Title (if applicable):	Vice President
Name of organization (if applicable)	Martam Construction, Inc
Signature:	
Date:	4/30/24

The United States Department of Labor

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

Certificate of Registration

I.B.E.W. LOCAL #9 MIDDLE STATES ELECTRICAL CONTRACTORS ASSN.
Hillside, Illinois
For the Trades of Line Maintainer

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

Revised May 5, 2003
August 26, 1992

Date

IL015920003

Registration No.



L. L. Chao

Secretary of Labor

Anthony S. ...

Administrator, Apprenticeship Training, Employer and Labor Services

Form 7084-95001

Received Jul-19-06 13:30

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' J.A.T.C.

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

April 12, 1999
Date REVISED August 13, 2004

IL 017990001
Registration No.



L. L. Chao
Secretary of Labor

Anthony S. Swartz
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Date May 5, 2002

Registration No. IL012020003



L. L. Chao
Secretary of Labor

Anthony Savage
Administrator, Apprenticeship Training, Employer and Labor Services

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Illinois Teamsters Joint Council No. 25

Employers JATF

Joliet, Illinois

For The Trade of: Construction Driver

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

June 22, 2005

Date Revised: April 8, 2016

IL8151005004

Registration No.



[Signature]

Secretary of Labor

[Signature]

Administrator, Office of Apprenticeship

PAGE 03/05

MARBA

06/26/2004 08:56 04759992

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

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

FOR THE TRADE OF: CEMENT MASON

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

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

008-0816
Registration No.

Ann McLaughlin

Secretary of Labor

James D. Van Eick

NOV 2 1962

WADA

8476599999

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86/25/2004 06355

United States Department of Labor

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

Certificate of Registration

Chgo. & N.E. J.C. Dist. Council of Carpenters App. & Training Service
Elk Grove Village, Illinois
In the Trade - Home Builders/Construction

registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

February 4, 2003
Date

IL017030001
Registration No.



L. L. Chao
Secretary of Labor

Arthur J. ...

62/25
PAGE 3

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The United States Department of Labor

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

Certificate of Registration

Chgo. & N.E. J.E. Dist. Council of Carpenters App. & Training Program
Elk Grove Village, Illinois
The Trade - House Builders/Construction

registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

February 4, 2003
Date

IL017030001
Registration No.



L. F. Chao
Secretary of Labor
Autonomous



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Iowa Avenue & Vermont St	N/A

All contractors are required to complete the following certification

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

--

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

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

Attached

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

--

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

Bidder	Signature & Date
Martem Construction, Inc.	4/12/24
Title	
Secretary	
Address	City State Zip Code
1200 Cass St Dr.	Elgin IL 60120



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Iowa Avenue & Vermont St	N/A

I, Jerry Kutrovatz of Elgin, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

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

Signature & Date

[Signature] 4/12/24
Print Name of Affiant

Jerry Kutrovatz

Notary Public

State of IL

County Cook

Signed (or subscribed or attested) before me on 4/12/24 by
(date)

Jerry Kutrovatz, authorized agent(s) of
(name/s of person/s)
Mortam Construction
Bidder



Notary Public Signature & Date

[Signature]
 My commission expires 1/31/28



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 3/8/2024
(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	5	
Contract Number	Wood & Holder Park	King & Alameda Improvements	62T08	62G41	DU091	
Contract With	Village of Algonquin	Village of Carpentersville	IDOT	IDOT	IDOT-Aeronautics	
Estimated Completion Date	7-31-24	10-31-24	7-24-24	6-8-26	6-15-24	
Total Contract Price	1,351,352.10	4,246,719.00	886,315.70	18,715,185.39	823,897.30	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,351,352.10	4,246,719.00	886,315.70	18,715,185.39	823,897.30	26,023,469.49
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						26,023,469.49

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

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

						Accumulated Totals
Earthwork	97,729.60	368,825.00	2,700.00	1,289,175.44	88,264.22	1,846,694.26
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving			155,898.00			155,898.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	28,000.00	52,170.00		337,071.79	82,378.34	499,620.13
Highway, R.R. and Waterway Structures		168,318.00	72,998.88		62,495.82	303,812.70
Drainage	22,420.00	2,337,828.75	9,900.00	2,819,503.77	187,980.52	5,377,633.04
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	288,602.50	117,765.00	253,318.00	1,588,342.28	61,780.03	2,309,807.81
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition	30,000.00	50,000.00	90,786.00			170,786.00
Pavement Markings (Paint)						0.00
QC/QA/Engineer Office/Site Furnishings	374,800.00		28,475.00	293,304.80		696,579.80
Traffic Control, Flaggers, Layout, Temp Wall	11,000.00	133,000.00	79,000.00	280,325.48	45,000.00	548,325.48
Mobilization	58,000.00	240,000.00	50,000.00	1,122,911.12	63,194.41	1,534,105.53
Totals	910,552.10	3,467,906.75	743,075.88	7,730,634.68	591,093.34	13,443,262.75

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.



Illinois Department of Transportation

Bureau of Construction

2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

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	6	7	8	9	10	
Contract Number	62H02	RR-23-4909	State St. Sanitary		Executive Dr.	
Contract With	IDOT	ISTHA	City of St. Charles	Village of Bartlett	Village of Willowbrook	
Estimated Completion Date	10-31-24	10-16-24	5-31-24	10-31-24	10-31-24	
Total Contract Price	1,536,744.25	1,204,704.93	954,908.00	4,847,708.00	3,870,664.50	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,375,198.33	1,204,704.93	954,908.00	3,819,120.00	3,870,664.50	37,248,065.25
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						37,248,065.25

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

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

						Accumulated Totals
Earthwork	54,463.00	58,802.64	35,260.00		475,717.00	2,470,936.90
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						155,898.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	70,080.00	5,592.34	12,300.00		584,664.00	1,172,256.47
Highway, R.R. and Waterway Structures	331,000.00	209,948.06				844,760.76
Drainage	225,283.00	118,727.80	682,405.00	255,800.00	1,540,777.75	8,200,626.59
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	41,048.00	66,281.56		40,500.00	294,746.00	2,752,383.37
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planing & Rotomilling						0.00
Demolition	88,000.00	10,051.95				268,837.95
Pavement Markings (Paint)						0.00
Traffic Control/QCQA/Flaggers/Dewatering	111,200.00	165,000.00	68,000.00		190,000.00	1,230,779.80
Temp Barrier Wall/Layout/ Field Office	7,360.00	122,031.00	8,000.00		75,900.00	761,616.48
Mobilization	9,000.00	64,902.29	55,000.00		200,000.00	1,863,007.82
Totals	937,434.00	821,337.64	860,965.00	296,300.00	3,361,804.75	19,721,104.14

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	11	12	13	14	15	
Contract Number	IDOT 62P09	Naper Blvd Lift Station	60X98	62K74	First St. Plaza	
Contract With	Dunnet Bay	City of Naperville	IDOT	IDOT-JV with Dunnet Bay	City of St. Charles	
Estimated Completion Date	9-30-24	5-31-24	11-30-25	10-31-24	4-30-24	
Total Contract Price	868,641.20	962,740.00	8,491,797.54	8,823,975.41	4,289,841.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	868,641.20	962,740.00	1,430,240.00	2,875,996.00	240,000.00	43,625,682.45
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						43,625,682.45

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

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

						Accumulated Totals
Earthwork	159,396.80	124,000.00		102,000.00		2,856,333.70
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						155,898.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	63,951.40			40,996.00		1,277,203.87
Highway, R.R. and Waterway Structures				600,000.00		1,444,760.76
Drainage	360,185.00	150,000.00		160,000.00		8,870,811.59
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	182,382.00	136,000.00		500,000.00	30,000.00	3,600,765.37
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition	52,726.00	85,000.00		1,240,000.00		1,646,563.95
Pavement Markings (Paint)						0.00
Traffic Control/Field Office/Layout		77,466.00	560,000.00	180,000.00	55,000.00	2,103,245.80
Temp Barrier Wall/QCQA/Site Furnishings			69,440.00			831,056.48
Mobilization	50,000.00	60,000.00	50,800.00	53,000.00	15,000.00	2,091,807.82
Totals	868,641.20	632,466.00	680,240.00	2,875,996.00	100,000.00	24,878,447.34

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.



Illinois Department of Transportation

Bureau of Construction

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	16	17	18	19	20	
Contract Number	Canac Play Area	62M52	62T14	62R40	62T44	
Contract With	City of Wheaton	IDOT	IDOT	IDOT	IDOT	
Estimated Completion Date	5-31-24	8-1-24	8-1-24	8-23-24	8-16-24	
Total Contract Price	271,325.00	1,269,650.50	1,864,923.40	673,189.60	1,458,157.70	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	271,325.00	1,269,650.50	1,864,923.40	673,189.60	1,458,157.70	49,162,928.65
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						49,162,928.65

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

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

						Accumulated Totals
Earthwork	52,000.00	10,614.00	5,000.00	176,134.46		3,100,062.16
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						155,898.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				59,510.00		1,336,713.87
Highway, R.R. and Waterway Structures		192,557.89	331,822.40		321,398.18	2,290,539.23
Drainage	35,295.00	6,400.00	5,600.00	45,973.00	14,400.00	8,978,479.59
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	77,000.00	200,812.00	500,576.00		326,904.00	4,706,057.37
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition		136,060.00	238,628.00		169,374.00	2,190,625.95
Pavement Markings (Paint)						0.00
Traffic Control/Barrier Wall/Site Furnishing	37,330.00	119,550.00	142,360.00	36,062.50	144,284.00	2,582,832.30
Layout/Field Office/QCQA/RR Insurance		45,190.00	57,575.00	26,400.00	56,600.00	1,016,821.48
Mobilization	15,000.00	75,000.00	110,000.00	40,000.00	86,000.00	2,417,807.82
Totals	216,625.00	786,183.89	1,391,561.40	384,079.96	1,118,960.18	28,775,857.77

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.



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 3/8/2024
(Letting date)

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

Part I. Work Under Contract

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

	21	22	23	24	25	
Contract Number		JD Hunt		Harrison & Washington		
Contract With	City of Warrenville	K-Five	Chicago Ridge PD	Village of Algonquin		
Estimated Completion Date	6-30-24	8-31-24	6-30-24	11-30-24		
Total Contract Price	1,199,940.25	1,164,120.00	613,645.00	4,418,518.70		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,199,940.25	1,164,120.00	613,645.00	4,418,518.70	0.00	56,559,152.60
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		56,559,152.60

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

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

						Accumulated Totals
Earthwork	297,230.25		110,796.00	488,284.00		3,996,392.41
Portland Cement Concrete Paving				217,005.00		217,005.00
HMA Plant Mix						0.00
HMA Paving						155,898.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	56,000.00	243,776.00	35,280.00	203,907.20		1,875,877.07
Highway, R.R. and Waterway Structures				183,685.00		2,474,224.23
Drainage	403,531.00	920,344.00	35,982.00	500,669.00		10,839,005.59
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	238,639.00		118,960.00	1,227,667.55		6,291,323.92
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						2,190,625.95
Pavement Markings (Paint)						0.00
Traffic Cont/Site Furnishings/Layout/QCQA	56,500.00		22,843.87	280,000.00		2,942,276.17
Enviro./Field Office/TempBarrierWall						1,016,821.48
Mobilization/Contingent Items	30,000.00		75,100.00	264,000.00		2,786,907.82
Totals	1,081,900.25	1,164,120.00	399,061.87	3,365,217.75	0.00	34,786,157.64

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.



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 3/8/2024
(Letting date)

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.

	26	27	28	29	30	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	0.00	0.00	0.00	0.00	0.00	56,559,152.60
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						56,559,152.60

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

						Accumulated Totals
Earthwork						3,996,392.41
Portland Cement Concrete Paving						217,005.00
HMA Plant Mix						0.00
HMA Paving						155,898.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						1,875,677.07
Highway,R.R.and Waterway Structures						2,474,224.23
Drainage						10,839,005.59
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						6,291,323.92
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						2,190,625.95
Pavement Markings (Paint)						0.00
Traffic Control/Barrier Wall/Flaggers						2,942,276.17
Layout/QCQA/Field Office/BypassPumping						1,016,821.48
Mobilization						2,786,907.82
Totals	0.00	0.00	0.00	0.00	0.00	34,786,157.64

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	5
Subcontractor	Northern Contracting	High Star Traffic	Maintenance Ctgs	Dunnet Bay Construction	Everlast
Type of Work	Fence	Traffic Control	TCP & Pvt Marking	Bridge	HMA Paving
Subcontract Price	84,430.00	13,500.00	76,629.87	6,129,061.75	144,517.96
Amount Uncompleted	84,430.00	13,500.00	76,629.87	6,129,061.75	144,517.96
Subcontractor	Nu-Toys	Gary Weiss	MA Rebar	Elmund&Nelson	Hecker Electric
Type of Work	Playground Equipment	Landscaping	Rebar	Electric	Electric
Subcontract Price	320,000.00	70,100.40	44,110.00	1,609,565.80	50,208.00
Amount Uncompleted	320,000.00	70,100.40	44,110.00	1,609,565.80	50,208.00
Subcontractor	Evans & Sons	Visu-Sewer	Northern Contracting	JA Johnson	Del Toro
Type of Work	HMA	Sewer Lining	Guardrail	HMA Paving	Landscaping
Subcontract Price	36,370.00	94,294.85	6,347.00	1,450,881.87	19,260.00
Amount Uncompleted	36,370.00	94,294.85	6,347.00	1,450,881.87	19,260.00
Subcontractor		Utility Dynamics	Veterans Vac	Northern Contracting	Mackie Consultants
Type of Work		Electric	Sewer Cleaning	Guardrail	Layout
Subcontract Price		188,877.50	4,300.00	482,265.39	10,000.00
Amount Uncompleted		188,877.50	4,300.00	482,265.39	10,000.00
Subcontractor		Builders Paving	Quality Saw & Seal	TCP/TSI	Casplan
Type of Work		HMA	Bridge Deck Grooving	Traffic Control	QCQA
Subcontract Price		303,780.00	11,852.95	523,319.00	8,818.00
Amount Uncompleted		303,780.00	11,852.95	523,319.00	8,818.00
Subcontractor		Northern Contracting		Ruizscape	Work Zone Safety
Type of Work		Fencing		Landscaping	Traffic Control
Subcontract Price		82,429.50		448,271.90	6,800.00
Amount Uncompleted		82,429.50		448,271.90	
Subcontractor		Central Boring		Bulls-Eye Boring	
Type of Work		Auger/Bore		Auger/Boring	
Subcontract Price		25,830.00		341,185.00	
Amount Uncompleted		25,830.00		341,185.00	
Total Uncompleted	440,800.00	778,812.25	143,239.82	10,984,550.71	232,803.96

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

Subscribed and sworn to before me

Depicts 2 Year Project

this ____ day of _____, 20____

Type or Print Name

Officer or Director

Title

Notary Public

Signed

My commission expires: _____

Company

(Notary Seal)

Address

Part III. Work Subcontracted to Others

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

	6	7	8	9	10
Subcontractor	Barricade Lights	Maintenance Ctg	Central Boring	Shubert & Sons	K-Five Construction
Type of Work	Traffic Control	TCP & Pvt Marking	Auger/Bore	Structural Concrete	HMA
Subcontract Price	41,805.00	83,065.65	27,060.00	1,543,100.00	458,710.50
Amount Uncompleted	41,805.00	83,065.65	27,060.00	1,543,100.00	458,710.50
Subcontractor	F Espinoza	Industrial Fence	High Star Traffic	Flo-Tech	High Star Traffic
Type of Work	Landscaping	Fence & Guardrail	Traffic Control	Profab Building	Traffic Control
Subcontract Price	19,463.12	77,763.28	5,600.00	1,429,946.00	45,456.25
Amount Uncompleted	19,463.12	77,763.28	5,600.00	1,200,000.00	45,456.25
Subcontractor	JA Watts	Cardinal State	Homer Tree Service	Okah Electric	Superior Road Striping
Type of Work	Railroad Tracks	Landscaping	Tree Removal	Electric	Pvt Marking
Subcontract Price	78,400.00	141,768.35	12,600.00	354,000.00	4,693.00
Amount Uncompleted	78,400.00	141,768.35	12,600.00	354,000.00	4,693.00
Subcontractor	Taylor Ridge	American Conc Rest	Everlast Blacktop	Genco Industries	
Type of Work	Drilled Shafts	Concrete Repairs	HMA	Mechanical	
Subcontract Price	157,700.00	36,550.00	48,683.00	184,600.00	
Amount Uncompleted	157,700.00	36,550.00	48,683.00	184,600.00	
Subcontractor	Midwest Fence	Curran Cont.		Integrated Solution	
Type of Work	Railing	HMA Paving		Scada System	
Subcontract Price	35,700.00	31,220.01		166,820.00	
Amount Uncompleted	35,700.00	31,220.01		166,820.00	
Subcontractor	Curran Contracting	Quality Saw & Seal		Ingstrup Paving	
Type of Work	HMA Paving	Sawcutting		HMA	
Subcontract Price	83,483.21	13,000.00		74,300.00	
Amount Uncompleted	83,483.21	13,000.00		74,300.00	
Subcontractor	Utility Dynamics				
Type of Work	Electric				
Subcontract Price	21,213.00				
Amount Uncompleted	21,213.00				
Total Uncompleted	437,764.33	383,367.29	93,943.00	3,522,820.00	508,859.75

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

Subscribed and sworn to before me

this ____ day of _____, 20____

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	11	12	13	14	15
Subcontractor		Gencoe Industries	Arteaga Landscaping		JM Irrigation
Type of Work		Pumps	Landscaping		Irrigation
Subcontract Price		99,700.00	1,467,661.30		128,000.00
Amount Uncompleted		99,700.00	350,000.00		0.00
Subcontractor		Okeh electric	TCP/TSI		Northern Contracting
Type of Work		Electric	Traffic Control		Fence
Subcontract Price		124,000.00	1,800,000.00		76,134.44
Amount Uncompleted		124,000.00	400,000.00		0.00
Subcontractor		Sherman Mechanical	Homer Tree Service		LPS Pavement Co.
Type of Work		Mechanical	Tree Removals		Brick Pavers
Subcontract Price		48,000.00	115,190.00		418,500.00
Amount Uncompleted		48,000.00	0.00		40,000.00
Subcontractor		Xylem	Atlantic Painting		Utility Dynamics
Type of Work		Bypass Pumping	Anti-Graffiti		Electric
Subcontract Price		58,574.00	55,356.00		694,700.00
Amount Uncompleted		58,574.00	0.00		100,000.00
Subcontractor			Geo-Environmental		Mitchell Acoustical
Type of Work			Environmental		Carpentry
Subcontract Price			52,800.00		28,880.00
Amount Uncompleted			0.00		0.00
Subcontractor			Industrial Fence		
Type of Work			Guardrail & Fence		
Subcontract Price			42,933.40		
Amount Uncompleted			0.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	330,274.00	750,000.00	0.00	140,000.00

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	16	17	18	19	20
Subcontractor	U.S. Tennis Court	Hecker & Co.	Quality Saw & Seal	K-Five	Gallagher Asphalt
Type of Work	Tennis Court Surface	Electric	Diamond Grinding	HMA Paving	HMA Paving
Subcontract Price	14,000.00	226,000.00	59,159.20	180,471.67	70,960.48
Amount Uncompleted	14,000.00	226,000.00	59,159.20	180,471.67	70,960.48
Subcontractor	Peerless Fence	Northern Contracting	Veteran's Vac	Highstar	Quality Saw & Seal
Type of Work	Fence	Handrails	Sewer Cleaning	Traffic Control	Diamond Grinding
Subcontract Price	18,000.00	32,089.00	8,575.00	17,547.00	40,056.28
Amount Uncompleted	18,000.00	32,089.00	8,575.00	17,547.00	40,056.28
Subcontractor	Perfect Turf	Quality Saw & Seal	Work Zone	Roadway Lines	Maintenance Coatings
Type of Work	Artificial Turf	Bridge Deck Grooving	Traffic Control	Pvt Marking	Pvt Marking
Subcontract Price	22,700.00	10,976.00	57,745.40	6,780.00	139,480.76
Amount Uncompleted	22,700.00	10,976.00	57,745.40	6,780.00	139,480.76
Subcontractor		Maintenance Coating	Precision Pvt Marking	Natural Creations	American Concrete
Type of Work		Traffic Control	Pvt Marking	Landscaping	Concrete Repairs
Subcontract Price		107,034.41	24,319.00	15,629.00	88,700.00
Amount Uncompleted		107,034.41	24,319.00	15,629.00	88,700.00
Subcontractor		American Concrete	American Concrete	D&R Environmental	
Type of Work		Concrete Repairs	Concrete Repairs	Environmental	
Subcontract Price		49,520.00	142,860.00	17,650.00	
Amount Uncompleted		49,520.00	142,860.00	17,650.00	
Subcontractor		Metromex	Metromex	Northern Contracting	
Type of Work		HMA Paving	HMA Paving	Fence & Guardrail	
Subcontract Price		54,097.20	180,703.40	51,031.97	
Amount Uncompleted		54,097.20	180,703.40	51,031.97	
Subcontractor		Veterans Vac			
Type of Work		Sewer Cleaning			
Subcontract Price		3,750.00			
Amount Uncompleted		3,750.00			
Total Uncompleted	54,700.00	483,466.61	473,362.00	289,109.64	339,197.52

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

Subscribed and sworn to before me

this ____ day of _____, 20____

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	21	22	23	24	25
Subcontractor	Geneva Construction		Matthew Paving	LPS Paving	
Type of Work	HMA Paving		HMA Paving	Brick Pavers	
Subcontract Price	91,448.00		121,857.50	882,584.00	
Amount Uncompleted	91,448.00		121,857.50	882,584.00	
Subcontractor	Highstar		Highstar	Builders Asphalt	
Type of Work	Traffic Control		Traffic Control	HMA Paving	
Subcontract Price	10,575.00		3,379.30	73,545.20	
Amount Uncompleted	10,575.00		3,379.30	73,545.20	
Subcontractor	Conin		Mackie	D. Aurelio	
Type of Work	Landscaping		Layout	Masonry	
Subcontract Price	10,110.00		5,500.00	45,558.75	
Amount Uncompleted	10,110.00		5,500.00	45,558.75	
Subcontractor	Gallagher		Natural Creations	Brownfield	
Type of Work	Traffic Print		Landscaping	Environmental	
Subcontract Price	5,907.00		34,990.00	10,430.00	
Amount Uncompleted	5,907.00		34,990.00	10,430.00	
Subcontractor			Infinty Technologies	Mackie	
Type of Work			Security Cameras	Layout	
Subcontract Price			48,856.33	24,800.00	
Amount Uncompleted			48,856.33	24,800.00	
Subcontractor				Maintenance Ctg	
Type of Work				Traffic Control	
Subcontract Price				9,835.00	
Amount Uncompleted				9,835.00	
Subcontractor				Homer Tree Service	
Type of Work				Tree Removals	
Subcontract Price				6,548.00	
Amount Uncompleted				6,548.00	
Total Uncompleted	118,040.00	0.00	214,583.13	1,053,300.95	0.00

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

Subscribed and sworn to before me

this ____ day of _____, 20____.

Type or Print Name _____
Officer or Director _____ Title _____

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

Part III. Work Subcontracted to Others

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

	26	27	28	29	30
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Type or Print Name _____

Officer or Director

Title

Notary Public _____

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____

RETURN WITH BID

BIDDER'S MATERIAL PROCUREMENT CERTIFICATION FORM

Morton Construction (Name of Bidder), having submitted a bid on a contract for the **IOWA AND VERMONT IMPROVEMENT PROJECT** to the VILLAGE, hereby certifies that said BIDDER has contacted all necessary subcontractors, material suppliers, vendors, etc. and has confirmed that materials are available upon request to complete said project within the contract time stated in the bid documents: **substantial completion in 80 calendar days and final completion by September 13, 2024**. Below, the BIDDER shall disclose to the VILLAGE all material procurement delays known at the time of bid:

Subcontractor/Material Supplier/Vendor	Material	Projected Lead Time

By: [Signature] ^{Sec.}
Authorized Agent of BIDDER

Subscribed and sworn to before me this 12 day of April, 2024.

Elizabeth Frances Aderton
Notary Public



The VILLAGE reserves the right to reject any or all bids, and to waive technicalities in bidding. The VILLAGE reserves the right to reject the bid of any BIDDER who fails to complete this form. The VILLAGE reserves the right to terminate the contract at any time if the awarded BIDDER cannot complete the project by the completion date listed in the bid documents.

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of PRINCIPAL

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

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of 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 _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

Awarding Authority Signature & Date

Clerk

Local Public Agency Type

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

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 1-1-24)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
202 Earth and Rock Excavation	1
204 Borrow and Furnished Excavation	2
207 Porous Granular Embankment	3
211 Topsoil and Compost	4
407 Hot-Mix Asphalt Pavement (Full-Depth)	5
420 Portland Cement Concrete Pavement	6
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☐ Check this box for lettings prior to 01/01/2024.

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IOWA AND VERMONT IMPROVEMENT PROJECT VILLAGE OF VILLA PARK

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022 (referred to hereinafter as the “Standard Specifications”); the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2024; the “Illinois Manual on Uniform Traffic Control Devices For Streets and Highways”, latest edition (referred to hereinafter as the “IMUTCD”); and the “Standard Specifications for Water and Sewer Construction in Illinois”, latest edition (referred to hereinafter as the “Water and Sewer Specifications”). In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

DEFINITIONS

Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Village of Villa Park for performance of prescribed work.

Department, Owner or Village. The Village of Villa Park, County of DuPage, State of Illinois.

Engineer. The Resident Engineer who is the authorized representative of the Village of Villa Park in immediate charge of the engineering details of a construction project.

LOCATION OF PROJECT

The project is located on Iowa Avenue from Vermont Street to Plymouth Street and Vermont Street from Iowa Avenue to Wisconsin Avenue in the Village of Villa Park.

DESCRIPTION OF PROJECT

This project consists of the reconstruction of Iowa Avenue including pavement removal, aggregate base course, Hot-Mix Asphalt Binder Course, Hot-Mix Asphalt Surface Course, curb and gutter installation, sidewalk removal and replacement, driveway pavement removal and replacement and parkway restoration. The project will also consist of installing approximately 1,050 linear feet of 8” water main, including fire hydrants, valves and water services, adjusting sanitary services, and storm sewer removal and replacement.

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GENERAL SPECIAL PROVISIONS

QUALIFICATIONS OF BIDDERS

Bidders will comply with all applicable Federal, State and local laws and requirements, and will further meet the qualifications prescribed in this and other applicable portions of these provisions.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with all applicable Federal, State and local laws and requirements, and that Bidder further meets the qualifications prescribed in this and other applicable portions of these provisions. Engineer's determination as to the compliance and qualifications of the Bidder will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with the following requirements and qualifications. Bidder further certifies that Bidder is able to provide written evidence of Bidder's compliance with the following requirements and qualifications. Bidder shall, upon request by Engineer, submit such written evidence within five (5) calendar days of the Engineer's request, as well as any other written evidence which Engineer may deem necessary for the purpose of evaluating Bidder's qualifications.

Failure of the Bidder to respond and/or submit any and all written evidence requested by the Engineer within five (5) calendar days from the request shall be cause for rejection of the Bid and the forfeiture of the Bid Bond which shall become the property of the Village, as liquidation of damages. Award may then be made to the next lowest responsible bidder, re-advertised and re-Bid, or otherwise, as the Engineer may decide is in the best interest of the Village.

- (a) Bidder shall be qualified to do business in the State of Illinois.
- (b) Bidder shall possess either a valid Federal Employer Tax Identification Number (FEIN) or a valid Social Security Number (SSN).
- (c) Bidder shall be able to provide a street address and description of the Bidder's place of business, and the mailing address of the business, if different from the street address.
- (d) Bidder shall be able to provide the number of years Bidder has been engaged in the contracting business under the present firm name, and the name of the state where incorporated.
- (e) Bidder shall be able to provide a list of the property and equipment available to the Bidder.

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- (f) Bidder shall be able to provide a financial statement demonstrating that the Bidder has the financial resources to meet all obligations related to the Work.
- (g) Bidder shall maintain insurance policies with the coverages required by the Contract, and with the minimum limits of coverage required by the Contract. Bidder shall be able to provide current certificate(s) of insurance for the insurance policies held by Bidder, demonstrating that Bidder holds insurance policies with the coverages required by the contract, and with the minimum limits of coverage required by the Contract.
- (h) Bidder shall have constructed a minimum of three (3) projects of a similar nature in the immediate past five (5) years. Bidder shall be able to provide a list of all projects of a similar nature constructed by Bidder in the immediate past five (5) years, which list shall contain the minimum of three (3) such projects, which list shall provide a description and the location(s) of all such projects, and shall contain the Bidder's performance record and references, as well as the names and current contact information, including addresses and telephone numbers, of persons who acted as owners' representatives for those projects and who have knowledge of those projects, and whom Bidder agrees the Village may contact for the purpose of verifying Bidder's performance and references.
- (i) Bidder shall be able to provide a list of three (3) references (name, address and telephone number) with knowledge of the integrity and business practices of the bidder. Such references may not be persons who have been employed by Bidder as employees.
- (j) Bidder shall be able to provide a list of projects presently under Contract, the awarded Contract amount of each, the approximate adjusted Contract amount of each (if applicable), and the dollar amount or percent of completion of each.
- (k) Bidder shall be able to provide a list of Contracts which have resulted in lawsuits, whether against Bidder as a prime contractor, against Bidder as a subcontractor, or against Bidder as a party in any other capacity; or against subcontractors or suppliers performing work for Bidder or under Contract held by Bidder.
- (l) Bidder shall be able to provide a list of Contracts defaulted.
- (m) Bidder shall be able to provide a statement indicating whether Bidder has ever filed bankruptcy.
- (n) Bidder shall be able to provide a list of all officers of the firm, which list shall also indicate those officers who, while in the employ of the firm or in the employ

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of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or firms which filed for bankruptcy.

- (o) Bidder shall maintain personnel guaranteed to be employed in the responsible charge of the Work, which personnel possess sufficient technical experience to ensure the satisfactory completion of the Work. Bidder shall be able to provide the names and technical experience of such personnel, as well as statements as to whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
- (p) Bidder shall be able to provide a list of subcontractors and suppliers anticipated to be employed by Bidder for the purpose of completing the Work, including the firm name, street address and description of place of business; mailing address of business (if different); phone, fax and e-mail contact information of business; name of primary contact; and a list of any projects or contracts for which Bidder currently owes monies to said firm, which list shall include a description of the project or contract, the amount currently due to said firm, the period of time for which those monies have been owed, and the expected date of payment of those monies.
- (q) Bidder shall participate in active apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the Contract. Bidder shall be able to provide evidence of Bidder's participation in such apprenticeship and training programs.
- (r) Bidder shall only employ subcontractors who meet the requirements prescribed in this section and other sections of these specifications.
- (s) Bidder shall be able to provide such other information as may assist the Village in determining whether the Bidder is adequately prepared to fulfill the Contract.
- (t) Bidder shall provide documentation of registration with SAM via the sam.gov webpage with their bid.
- (u) Bidder shall provide a certificate of Good Standing with the Illinois Secretary of State with their bid.

These requirements and qualifications are not intended to discourage bidding, to make it difficult for qualified Bidders to submit Bids, or to discourage beginning contractors. The purpose of these requirements and qualifications is to allow the Village to obtain sufficient information about Bidder's financial state, available equipment, personnel, and previous work experience so that the Village may mitigate the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

IOWA AND VERMONT IMPROVEMENT PROJECT VILLAGE OF VILLA PARK

A copy of Village of Villa Park Ordinance No. 3733, amending the requirements of bidders for construction projects, is provided as Appendix C.

CDBG BIDDING REQUIREMENTS

This project is partially funded with a Community Development Block Grant (CDBG) through DuPage County. All bidders must submit completed/signed original copies of the DuPage County Community Development Commission (CDC) Conditions Form and Conflict of Interest Disclosure Form. In addition, all bidders shall familiarize themselves with the DuPage County CDC Federal Requirements Booklet located in Appendix A. As noted above, all bidders shall provide documentation of SAM registration and certificate of Good Standing with the Illinois Secretary of State with their bid.

BID PRICE LIMITATIONS

The bid price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) shall not exceed 5 percent of the total bid price. If the bid price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) exceeds 5 percent of the total bid price, the Village may reject the Bid.

The bid price for CONSTRUCTION LAYOUT shall not exceed 2 percent of the total bid price. If the bid price for CONSTRUCTION LAYOUT exceeds 2 percent of the total bid price, the Village may reject the Bid.

The bid price for PRE-CONSTRUCTION VIDEO RECORDING shall not exceed 1 percent of the total bid price. If the bid price for PRE-CONSTRUCTION VIDEO RECORDING exceeds 1 percent of the total bid price, the Village may reject the Bid.

Bidder, in submitting a Bid, certifies that the Bid is in compliance with these requirements. The Village's determination as to whether or not to reject a Bid that does not comply with these requirements will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids shall remain subject to acceptance by the Village for a period of 60 calendar days from the date of the bid opening. The Village may extend the acceptance period by up to an additional 60 calendar days upon written notice to all bidders by the Village. The Village may, in its sole discretion, release any bid and return the bid bond prior to the end of the acceptance period.

IOWA AND VERMONT IMPROVEMENT PROJECT VILLAGE OF VILLA PARK

SUBCONTRACTING

Add the following to the end of the first paragraph of Article 108.01 of the Standard Specifications:

“Should Contractor fail to respond to such request for proof from Engineer or should Engineer determine that Contractor’s response to such request is not sufficient to prove that a proposed subcontractor has the experience, ability, and equipment the work requires, Engineer may prohibit the employ of said subcontractor.”

Add the following paragraph to the end of Article 108.01 of the Standard Specifications:

“The apparent low Bidder shall submit to Owner within 7 calendar days after the receipt of bids, a list of the names of Bidder’s proposed subcontractors and material suppliers along with a description of the work to be performed or the materials to be supplied by each.”

INSURANCE

Insurance and indemnification shall be in accordance with applicable sections of the Standard Specifications, and shall also be in accordance with the “IRMA Contractual Insurance Guidelines”, incorporated herein as Appendix B. The Contractor shall name the Village of Villa Park and the County of DuPage, its officials, agents, employees and volunteers as additional insureds. If a conflict is determined to exist between the requirements prescribed in the Standard Specifications and the requirements prescribed in the IRMA Contractual Insurance Guidelines, such conflict will be resolved as follows:

- a. If a particular type of insurance coverage is required by one standard but not by both, that type of insurance coverage will be required.
- b. If the minimum limits of insurance coverage required by one standard differ from those required by the other standard, the higher minimum limits of insurance coverage will prevail.
- c. If any other conflicts are determined to exist between the requirements prescribed in the two standards, the stricter of the two requirements will prevail. The Village will make the final determination as to what constitutes a stricter requirement.

Contractor shall provide a Certificate of Insurance prior to execution of Contract. Such Certificate of Insurance shall list the Village of Villa Park as Certificate Holder and shall also name the following entity or entities as additional insureds:

Village of Villa Park

IOWA AND VERMONT IMPROVEMENT PROJECT VILLAGE OF VILLA PARK

Certificate of Insurance shall include a CG5036 Additional Insured Endorsement.

Should said Certificate of Insurance expire prior to final acceptance of the project, said certificate shall be automatically renewed and provided to the Village of Villa Park a minimum of 30 days prior to expiration.

PERMITS

The Contractor shall be responsible for completing all work in accordance with provisions of the project permits. No person shall construct, install, or repair any items within the Village limits unless such person has first obtained or verified to have been obtained by the Village the following permits:

1. Water main construction permit from the Illinois Environmental Protection Agency.
2. An Illinois EPA NPDES ILR10 Permit.

The Village of Villa Park shall be responsible for obtaining the above permits. All costs associated with constructing the work in accordance with all permits shall be included in the cost of the overall contract. No additional compensation shall be made.

INCREASED OR DECREASED QUANTITIES

The Village reserves the right to increase or decrease the amount of work shown in the plans in accordance with Section 109 of the Standard Specifications.

MOBILIZATION

Mobilization shall be in accordance with Section 671 of the Standard Specifications, except as modified herein.

Revise Article 671.02, Basis of Payment, to read:

“671.02 Basis of Payment. This work will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies.”

PORTABLE TOILET

Contractor shall furnish a portable toilet meeting Federal, State and local health department requirements stocked with lavatory and sanitary supplies at all times. The portable toilet shall be provided at a location approved by the Engineer. The portable

IOWA AND VERMONT IMPROVEMENT PROJECT VILLAGE OF VILLA PARK

toilet shall be maintained in a clean and sanitary condition and shall be emptied as needed. This work will not be paid for separately but shall be included in the cost of the contract.

PROGRESS SCHEDULE

Revise Article 108.02 of the Standard Specifications to read:

After the award of the contract and prior to starting work, the Contractor shall submit to the Engineer a satisfactory progress schedule or critical path schedule which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of calendar days set up in the contract or on or before the completion date specified in the contract.

Work will not be permitted to start until a progress schedule has been submitted and approved. The contract time will commence to run in accordance with the contract documents regardless of whether a progress schedule has been submitted or approved. If the contract time has commenced to run and a progress schedule has not been submitted, the contract time will continue to run until the day that a progress schedule is submitted. The contract time will be suspended upon submittal of a progress schedule and while such progress schedule is under review. The contract time will resume to run upon provision of a response by the Engineer to the submitted progress schedule, regardless of whether such response is approval or rejection.

The progress schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling.

The Contractor shall confer with the Engineer at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule.

If at any time the actual progress is ten or more calendar days behind the proposed progress shown on the approved schedule, the Engineer will select the controlling item of work for the purpose of checking the progress of the work. In such cases the Contractor shall submit a satisfactory revised progress schedule or revised critical path schedule. The Engineer will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or revised critical path schedule and such schedule has been approved.

Payment under this contract may be withheld if, at any time, a satisfactory and approved progress schedule is not in place.

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WORKING DAYS

Remove Article 108.04 of the Standard Specifications in its entirety.

WORKING HOURS

Working hours will be between 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding holidays as designated by the Contract.

Contractor will not permit the performance of Work outside these working hours without Owner's written consent, which may be given after prior written request to Engineer, except as otherwise required for the safety of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents.

If Contractor permits the performance of Work outside these working hours, Contractor will compensate Owner for the costs of inspection and other services provided by Engineer. Owner will determine the rates at which such inspection and other services are to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

PROGRESS MEETINGS

Construction progress meetings will be held on a weekly basis beginning when the contract time commences to run and continuing until the project achieves final completion. Owner may, at its discretion, reduce the frequency of such meetings or cancel any or all such meetings. Contractor's representative in responsible charge of the work shall be present at all scheduled progress meetings. If Contractor's representative is not present at one or more scheduled progress meetings, Contractor shall compensate Owner for the costs of attendance of such meetings by Owner's and Engineer's representatives. Owner will determine the rates at which such attendance is to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

CONTRACT TIME

The work shall achieve substantial completion within **80 calendar days** of the notice to proceed, and final completion by **September 13, 2024** unless additional time is granted in accordance with the specifications. All Contractor and Subcontractor closeout paperwork shall be completed and approved by **September 27, 2024**.

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Substantial completion shall be defined as the completion of, at a minimum, underground utility work, roadway excavation, aggregate subgrade improvements, aggregate base course placement, concrete curb and gutter installation, binder course placement, surface course placement, driveway pavement placement, sidewalk removal and replacement, grading of parkways, placement of topsoil, and such other items of work as may be identified by the Engineer.

The work shall achieve final completion in accordance with the special provision FINAL INSPECTION.

No allowance will be made for delay or suspension of the work due to the fault of the Contractor.

FAILURE TO COMPLETE THE WORK ON TIME

Replace the table in Article 108.09 of the Standard Specifications with the following:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 2,000	\$ 2,800
100,000	500,000	3,000	4,200
500,000	1,000,000	4,000	5,600
1,000,000	3,000,000	5,000	7,000
3,000,000	6,000,000	6,000	8,400
6,000,000	12,000,000	9,000	12,600
12,000,000	And over	25,000	35,000

Add the following paragraph to the end of Article 108.09 of the Standard Specifications:

“Liquidated damages will be charged for each day of overrun in substantial completion deadlines, final completion deadlines and closeout paperwork completion deadlines.”

MONIES DUE TO OWNER

Should Contractor be subject to fines, deductions, reimbursements, liquidated damages, or other monies due to Owner, the cost thereof may be deducted from any monies due

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or to become due the Contractor under this contract or any other contract between the Owner and the Contractor. Bidders and Contractor, in submitting Bids, acknowledge this requirement and agree to be bound by it.

PAY REQUESTS

The CONTRACTOR shall submit an updated construction schedule and updated certified payroll reports with each pay request. Failure to complete the updated schedule and updated certified payroll reports will result in the return of the pay request. **Certified payrolls shall be filled out weekly and shall be submitted to the Engineer within 10 days of the end of the work week for review. Failure to submit the documents on time may result in additional retainage being held on the next or subsequent pay requests until all paperwork is received.** Weekly payrolls will be verified by the Engineer and County CDC staff. All certified payrolls shall be completed using the U.S. Department of Labor Certified Payroll form. A sample of this form is provided in Appendix A.

Partial funding for this project will be from the Community Development Block Grant (CDBG). The Contractor shall submit pay requests monthly.

Included in the pay request documentation, the CONTRACTOR shall provide original or certified copies of all time sheets, billings, and other documentation used in the preparation of progress payment submittals. DuPage County's processing of all requests for payment shall be contingent upon the submission of the required documentation by the CONTRACTOR, and all SUBCONTRACTORS, to DuPage County that fully complies with Federal labor standards, Uniform Relocation Act or other applicable Federal, State, County or local statutes, rules or regulations.

The CONTRACTOR is responsible for submitting to the ENGINEER all pay request information, certified payroll reports, and paperwork required by DuPage County for reimbursement to the Village. This includes proper paperwork from all SUBCONTRACTORS. This paperwork is the sole responsibility of the CONTRACTOR. The Engineer will review all submitted documentation prior to making a recommendation to the Village for payment and request for reimbursement from DuPage County. Any deficiency in the submittal noted during the Engineer's or Village's review will be returned to the Contractor. The Contractor has one opportunity to correct the deficiencies prior to potentially being assessed a liquidated damage. If the deficiencies are not corrected with the first re-submittal then the pay request will not be presented to the Village until the deficiencies are corrected.

Should the Contractor fail to correct any deficiencies from their first re-submittal, the Village may hold additional retainage on the next or subsequent pay requests.

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PARTIAL PAYMENTS

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

“Owner will deduct from the amount so determined for the completed work a sum of ten percent to be retained until the final payment. Owner may, at its discretion, reduce the percentage of such retention prior to the final payment, but in no event shall the amount retained be reduced to less than ten percent prior to substantial completion, nor shall such retention be reduced to less than two percent or less than \$5,000.00 prior to the final payment.

HOLIDAYS

Revise the list of legal holidays in Article 107.09 of the Standard Specifications to read:

New Year's Day	Thanksgiving Day
Easter	<u>Thanksgiving Friday</u>
Memorial Day	<u>Christmas Eve</u>
Independence Day	Christmas Day
Labor Day	<u>New Year's Eve</u>

PUBLIC CONVENIENCE AND SAFETY (D-1)

Effective: May 1, 2012
Revised: July 15, 2012

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

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

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

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

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

“On weekends, excluding holidays, on 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

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Sunday except where structure construction or major rehabilitation makes it impractical.”

CONFLICTS WITH UTILITIES

Conflicts with utilities shall be in accordance with Article 107.40 of the Standard Specifications, except as modified herein.

Add the following after the first paragraph of Article 107.40 of the Standard Specifications:

“Unless otherwise specified in the contract documents, utility facilities which are encountered during construction operations and are not in direct conflict with a proposed utility to be constructed under this contract shall be left undisturbed in place and shall be protected by the Contractor against damage and the interruption of utility services as a result of construction operations.”

OPERATION OF WATER DISTRIBUTION FACILITIES

Contractor shall not operate any water distribution facilities, including, but not limited to, valves or hydrants. If Contractor requires the operation of such facilities, Contractor shall provide a minimum of 48 hours notice to the Village and the Village will operate such facilities.

CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

FINAL INSPECTION

Final inspection shall be in accordance with Article 105.13 of the Standard Specifications, except as modified herein.

Revise the second paragraph of Article 105.13, Final Inspection, to read:

“If the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall comply with such instructions within 14 calendar days of receipt of

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such instructions. The Contractor shall give the Engineer not less than 48 hours notice, in writing, prior to beginning any such corrective work. Upon completion of all corrective work, the Contractor shall give the Engineer notice in writing. Upon receipt of such notice, the Engineer will make another inspection which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will notify the Contractor in writing of the date of final inspection."

MAINTENANCE WARRANTY

The Contractor shall execute and deliver to the Village, before final payment will be issued, a written warranty, in a form satisfactory to the Village, which guarantees that all work is in accordance with the contract and will not be defective. This warranty shall guarantee all work for a period of 1 year from the date of final inspection.

The Contractor shall furnish a warranty bond in an amount equal to 10 percent of the final contract amount, or \$75,000, whichever is greater, by a surety satisfactory to the Village to guarantee Contractor's warranty to repair defective work. Providing a warranty bond shall not be paid for separately but shall be included in the cost of the contract.

If, within the warranty period, the Village determines any work to be defective, a written notice of such deficiency will be sent to the Contractor by certified mail.

The Contractor shall, within 14 calendar days of receipt of the notice of deficiency, and without cost to the Village, correct or repair such defective work, or remove and replace the defective work in accordance with the contract requirements for the item or items in question.

If Contractor desires an extension of time to complete the corrective work, Contractor shall make such request in writing within 10 calendar days of receipt of the notice of deficiency. After the Contractor has filed a request for an extension of time, the Village will notify the Contractor, in writing, whether or not such extension will be approved.

Should the Contractor fail to complete the corrective work within the 14 calendar days or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the Schedule of Deductions for Each Day of Overrun in Contract Time, not as a penalty but as liquidated damages, for each day of overrun beyond the 14 calendar days or such extended time as may have been allowed.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

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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".

KEEPING ROADS OPEN TO TRAFFIC

All roads shall remain open to traffic unless otherwise shown on the contract plans. When necessary to close one lane because of construction, the Contractor shall maintain one-way traffic during construction hours with the use of signs and flaggers as shown on the Traffic Control Standards. Two lanes of traffic will be maintained during nights and weekends when no construction activities are being carried on. The placement, maintenance and removal of temporary stone required for access shall be paid for in accordance with the special provision for TEMPORARY STONE. Any steel plates required to cover open holes provide access over curing concrete shall be included in the cost of the contract.

WORK ADJACENT TO JEFFERSON MIDDLE SCHOOL

The Contractor shall be responsible for coordinating work adjacent to Jefferson Middle School with the School District and may be asked to adjust the work schedule around school events. The Village will provide the Contractor with a School District event schedule at the pre-construction meeting. Jefferson Middle School will not be allowed to be without water service while school is in session. No separate payment shall be allowed for any water shutdowns that are required to take place outside of regular school hours of operation. The schedule of all water main shutdowns shall be approved by the Village a minimum of 3 days in advance of a shutdown. School bus access to the Jefferson Middle School Drop-Off lot adjacent to Vermont Street shall be maintained at all times. This includes constructing the parking lot entrances in halves, if necessary.

WINTER WORK

If Contractor elects to begin any site work before or during winter, no additional compensation will be granted for any costs or delays incurred by the Contractor as a result of winter weather. The Contractor shall be responsible for the implementation and

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cost of any winter shutdown provisions which are deemed necessary by the Engineer. All driveways and sidewalk shall be permanently restored, and any trenches in the roadway shall be restored with temporary patching (at a minimum) prior to any winter shutdown unless approved in writing by the Engineer.

RESPONSIBILITY FOR VANDALISM

The Contractor shall be responsible for the protection of all equipment and materials. Any equipment or materials which are stolen, missing, damaged or vandalized shall be the Contractor's responsibility to repair or replace as needed at no additional cost to the contract.

The Contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete pavement, sidewalk, driveway, or curbing that has been defaced, in the opinion of the Engineer, shall be removed and replaced by the Contractor at Contractor's expense.

WORK ON COLLECTOR STREETS

Streets in the following list shall be defined as collector streets within and including the limits of the termini indicated. Streets that do not have termini identified shall be considered to be collector streets throughout their entire length within the limits of the Village of Villa Park.

Addison Road (St. Charles Road to Armitage Avenue)	Ardmore Avenue (IL Route 38 to Twin Lakes Park)	Armitage Avenue
Harrison Street (Ardmore Avenue to Villa Avenue)	Harvard Avenue (Jackson Street to St. Charles Road)	High Ridge Road
Highland Avenue (Ardmore Avenue to IL Route 83)	Jackson Street	Lincoln Avenue (Vermont Street to IL Route 64)
Madison Street	Pleasant Avenue	Plymouth Street
Riordan Road (Ardmore Avenue to Villa Avenue)	St. Charles Road	Summit Avenue (IL Route 38 to Kenilworth Avenue)
Sunset Drive (Westwood Avenue to Addison Road)	Vermont Street	Villa Avenue
Washington Street	Westmore Avenue (Terrace Street to IL Route 64)	

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Where work takes place in or on a collector street as defined above, all trenches, excavations, street openings, and other work located within the limits of the pavement shall be either covered with steel plates or capped to finished grade with cold-mix asphalt at the end of each workday until and after such underground utility work is complete.

Upon completion of such underground utility work in or on a collector street, final pavement restoration shall be completed within 7 calendar days. Final pavement restoration shall be completed without additional costs for mobilization.

Engineer may, at Engineer's discretion, waive the requirement that surface course be place within the 7 calendar days, in which case Contractor shall place and maintain Bump signs at the location until final surface paving is completed.

USE OF FIRE HYDRANTS

Revise Article 107.18, Use of Fire Hydrants, of the Standard Specifications to read:

“107.18 Use of Fire Hydrants. If Contractor requires water for the completion of construction operations, and desires to obtain water from the Village, the Contractor shall make written application to the Village. If such application is approved by the Village, the Contractor shall obtain water from the fire hydrant located at 100 West Home Avenue, adjacent to the Village of Villa Park Fleet Maintenance Garage. Contractor's use of said hydrant and methods of obtaining water shall be in compliance with all applicable ordinances, rules, and regulations concerning such use. Contractor shall furnish all labor and equipment necessary to make a connection to said hydrant, and to obtain and transport water.

Prior to obtaining water, Contractor shall make written application to the Village for temporary use of a hydrant meter. If the application for temporary use of a hydrant meter is approved, the Contractor shall provide a deposit of three-thousand dollars (\$3,000.00) to the Village for the temporary use of said hydrant meter, which deposit will be held by the Village until such time that the meter is returned to the Village by the Contractor in satisfactory condition. Contractor shall use said hydrant meter when obtaining water, and shall comply with all conditions for the use of said meter. Contractor shall return the hydrant meter to the Village within 24 hours of project completion and within 24 hours of any request by the Village that the hydrant meter be returned.

If Contractor makes application for temporary use of a hydrant meter and the application is not approved, Contractor shall make record of the quantity of water obtained, along with the date and time obtained, and shall report such information after each use to the Village of Villa Park Public Works Department, 11 West Home Avenue. If such use takes place outside of the normal working hours of the Public Works Department, Contractor shall report such information immediately upon the commencement of normal working hours.

IOWA AND VERMONT IMPROVEMENT PROJECT VILLAGE OF VILLA PARK

Contractor shall not use, operate or obtain water from any hydrants other than the hydrant prescribed. Contractor shall not obtain water from the Village for construction operations or activities not under contract with the Village.

If a water main break occurs and the Village determines that the water main break is a result of Contractor's use of a hydrant, the Village may require the Contractor to repair the water main break in accordance with all applicable construction standards and requirements and at no cost to the contract, or may repair the water main break by other means and invoice the Contractor for reimbursement of the Village's costs.

Water usage will be measured according to the Special Provisions WATER USAGE DEDUCTION and WATER USAGE CREDIT."

TRENCH BACKFILL AND PIPE BEDDING

All trench backfill and pipe bedding materials furnished under this contract shall be virgin, non-recycled materials.

All trench backfill shall be crushed aggregate of CA-6 gradation. The aggregate material shall be placed in lifts not exceeding 8 in. in depth, loose measurement, and compacted by mechanical means to the satisfaction of the Engineer.

All pipes installed under this contract shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the top of the pipe and any fittings.

The cost of furnishing and installing pipe bedding materials will not be paid for separately but shall be included in the cost of items to which this work pertains.

EXCAVATION AND BACKFILLING OF DRAINAGE AND UTILITY STRUCTURES

Excavation, bedding and backfilling of drainage and utility structures which are constructed, reconstructed, or adjusted as a part of this contract will not be paid for separately but shall be included in the cost of the items to which this work pertains.

SALVAGE AND DISPOSAL OF EXISTING MATERIALS

Existing manufactured materials which are removed and are not to be reused, including, but not limited to, frames, grates, lids, castings, sign posts, sign panels, fire hydrants, valves, stops, and fittings, shall remain the property of the Village unless the Engineer waives this requirement as specified herein.

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Existing manufactured materials which are removed and are not to be reused will be inspected by the Engineer. Materials which are determined by the Engineer to be in satisfactory condition shall remain the property of the Village and shall be delivered by the Contractor to the Village of Villa Park Public Works Department yard located at 51 South Ardmore Avenue in Villa Park. Delivery shall be made during the normal working hours of the Village of Villa Park Public Works Department and the Contractor shall coordinate the day, time, and other details of delivery with the Village.

Materials which are determined by the Engineer to be in unsatisfactory condition shall become the property of the Contractor and shall be removed from the site by the end of the workday and properly disposed of by the Contractor.

The delivery or disposal of materials will not be paid for separately but shall be included in the cost of all items that include removal of existing materials.

FRAMES, GRATES AND LIDS

Frames, grates, lids and all other castings furnished under this contract shall be in accordance with Section 602 and Section 604 of the Standard Specifications, except as modified herein.

Castings shall conform to ASTM A48 Class 30. Castings shall be free of cracks, holes, swells, cold shuts, and patches. Castings shall not be coated or painted.

Frames, grates, lids and other castings shall be furnished in accordance with the following:

Type 1 frames and closed lids shall be Neenah R-1713 self-sealing or approved equal.

Type 1 frames and open lids shall be Neenah R-1713 or approved equal.

Type 11 frames and grates located in barrier curb and gutter shall be Neenah R-3281-A with curb box or approved equal.

Type 11 frames and grates located in depressed curb and gutter shall be Neenah R-3281-A with depressed curb grate or approved equal.

All other castings not specified above shall be as shown on the plans or as directed by the Engineer. If any of the castings specified are not compatible in the field due to frame height or other constraints, the Contractor shall propose an alternate casting to the Engineer for approval and shall furnish the alternate casting if approved.

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Frames, grates, lids and other castings located within curb ramps or crosswalks shall be substituted with ADA compliant castings.

All closed lid castings furnished under this contract shall be self-sealing, gasketed, watertight, and shall have machined bearing surfaces and concealed pick holes. The top surface of all closed lids shall be embossed with the words "VILLAGE OF VILLA PARK". The top surface of closed lids shall also be embossed with the word "SANITARY", "STORM", or "WATER" as appropriate.

Enviro-curb logos on curb boxes for Type 11 frames and grates shall have the words "DUMP NO WASTE" and "DRAINS TO RIVER" or "DRAINS TO WATERWAY" cast into the top of all curb boxes.

This work will not be paid for separately but shall be included in the cost of all pay items that include the furnishing of frames, grates, lids, or other castings.

ADJUSTING RINGS

All drainage and utility structures which are constructed, reconstructed, or adjusted as a part of this contract shall have adjusting rings installed between the topmost section of the structure and the casting.

Each structure shall be fitted with a minimum of one adjusting ring and a maximum of two adjusting rings. The topmost adjusting ring on each structure shall be rubber. The second adjusting ring on each structure, if needed, shall be precast concrete with steel reinforcement. The total height of all adjusting rings on a single structure shall be a minimum of 2 in. and a maximum of 12 in.

The mating faces of adjusting rings shall be smooth, parallel, and free of cracks, chips, spalling, or casting irregularities. Rubber mastic shall be installed between each joint.

Adjusting rings will not be paid for separately but shall be included in the cost of the items to which this work pertains.

DATE OF MANUFACTURE

Revise the second paragraph of Article 106.01 of the Standard Specifications to read:

"All materials to be permanently incorporated in the work, including, but not limited to, frames, grates, lids, castings, fire hydrants, pipe, drainage and utility structures, valves, stops, fittings, and hardware, shall have been manufactured no earlier than January 1 of the calendar year in which they are to be installed unless otherwise specifically prescribed in the contract documents."

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IRON, STEEL, COPPER, AND BRASS PRODUCTS

Revise the third paragraph of Article 106.01 of the Standard Specifications to read:

All iron, steel, copper, and brass products, which are to be incorporated into the work, shall be domestically manufactured or produced and fabricated, unless an exception is expressly permitted under Federal and/or State law and written permission is given by Owner. The Contractor shall obtain from the iron, steel, copper, or brass producer and/or fabricator, in addition to the mill analysis, a certification that all iron, steel, copper, or brass materials meet these domestic source requirements.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers, if shown on the contract plans, are approximate. Prior to commencement of work, the Contractor, at his/her own expense, shall determine the exact location of existing structures which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively, of the Standard Specifications.

Existing frames and grates are to remain unless otherwise noted in the contract plans or as directed by the Engineer. Frames and grates that are missing or damaged prior to construction shall be replaced. The type of replacements frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or special provisions.

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ABANDON EXISTING WATER MAIN

This work shall consist of the abandonment of portions of existing water main as shown on the plans and as directed by the Engineer to construct the proposed improvements.

Existing water main shall be abandoned only after all new water services have been transferred over to the new main and the new main is in operation.

Existing water main to be abandoned shall be drained of all water and shall be plugged at both ends with a minimum of two (2) feet of non-shrink concrete/mortar plugs to the satisfaction of the Engineer. Pumping access points shall be at the proposed excavation locations. Portions of water main required to be cut and removed to facilitate abandonment shall be included in the cost of SHUTDOWN WATER MAIN CONNECTION.

This work shall not be paid for separately, but shall be included in the cost of the proposed water main.

ABANDON EXISTING SEWERS

This work shall consist of the abandonment of portions of sewers as shown on the plans and as directed by the Engineer to construct the proposed improvements.

Existing sewers to be abandoned shall be drained of all water and shall be plugged at both ends with a minimum of two (2) feet of non-shrink concrete/mortar plugs to the satisfaction of the Engineer. Pumping access points shall be at the proposed excavation locations.

This work shall not be paid for separately, but shall be included in the cost of the proposed storm sewer.

EXISTING SEWER REMOVAL

This work shall consist of the removal of existing sewers that are in direct conflict with the proposed improvements.

Existing sewers shall be removed only as directed by the Engineer. Excavated pipe material shall be disposed of by the Contractor in accordance with Article 202.03 of the Standard Specifications.

Trenches resulting from the removal of sewers shall be backfilled in accordance with the applicable requirements of Article 550.07. Backfill of removal trenches (including Trench Backfill) shall be included in this item.

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This work shall not be paid for separately, but shall be included in the cost of the proposed items of work.

WATER SYSTEM LEAK DETECTION TESTING

Upon completion of all underground water system work, Contractor shall notify Owner, in writing, of such completion. Water system work shall be defined to include, but not be limited to, installation, replacement, or removal of water main, water valves, water fittings, fire hydrants, or water services.

Upon receipt of such notification from Contractor, Owner may elect to perform water system leak detection testing. If Owner so elects, such testing will be performed at Owner's expense. If, however, Owner elects to perform such testing and such testing identifies one or more leaks in the water system that Owner has cause to believe are the result of Contractor's prosecution of the work, Owner shall so notify the Contractor.

Contractor shall, within seven calendar days, shall further repair all such leaks. Such repair work shall be in accordance with these specifications and with Villa Park Public Works Standards.

Contractor shall pay to Owner the sum of \$2,000 per leak.

PLUGGING EXISTING MANHOLES AND PIPES

This work shall consist of plugging holes in manholes where sewer pipes have been removed or abandoned as shown on the plans and as determined by the Engineer. The holes shall be plugged with brick and non-shrink concrete mortar to the satisfaction of the Engineer. The non-shrink concrete mortar shall completely fill the holes and keep all water from entering the manhole. When sewers to be removed or abandoned tie directly into a pipe (including blind connections and services), the pipe shall be plugged with non-shrink concrete mortar to the satisfaction of the engineer. The pipe shall be water-tight, and the inside of the pipe shall be free of excess material that might restrict flow.

All labor, materials, and equipment necessary to complete the work as specified herein shall not be paid for separately, but shall be included in the bid price of the pay item requiring the pipe removal or abandonment.

IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD)

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

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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 and local tipping fees.

A copy of signed Illinois Environmental Protection Agency Form LPC 662 can be found in Appendix D, and associated reports can be accessed on the Village of Villa Park Public Works Website (www.invillapark.com/196/Public-Works-Department).

The CONTRACTOR is required to submit copies of all dump debris tickets to the ENGINEER.

SOIL BORINGS AND WASTE DISPOSAL REPORTS

Pavement cores and soil borings were performed on Iowa Avenue and Vermont Street by Wang Engineering. Summary reports of the pavement core and soil boring results can be found in Appendix E. Waste disposal characterization was performed on Iowa Avenue and Vermont Street by Hampton, Lenzini and Renwick. Summary reports of the waste disposal characterization results can be found in Appendix D. Summary reports are for informational purposes only. Actual site conditions may vary.

PRICE QUOTATIONS AND CHANGE ORDERS

The CONTRACTOR will not be allowed a pre-established percentage rate for overhead and profit with any price quotation, whether initial or a change order. Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project.

All bid unit prices stated in the Schedule of Prices on the Bid Package are firm and shall not be subject to escalation or change during the term of the Contract.

MATERIAL AND EQUIPMENT STORAGE

The project site may have limited access and boundary constraints, all of which the Contractor accepts full responsibility. Any staging area(s) for materials, equipment, or other which are required by the Contractor shall be the responsibility of the Contractor.

If necessary, the Contractor shall enter into a separate contract with a private property owner which is outside the scope of this contract.

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CONSTRUCTION NOTICES

It shall be the CONTRACTOR's responsibility to distribute all construction notifications. This work will not be measured for payment but shall be included in the total contract cost. The construction notices shall be reviewed and approved by the ENGINEER prior to being distributed. Notices shall be issued at the following stages:

	<u>Activity</u>	<u>Notice Period Required</u>
1.	Prior to driveway removal.	3 consecutive days prior
2.	Prior to water and sanitary service Interruption.	2 consecutive days prior
3.	Prior to pavement/curb removal.	2 consecutive days prior
4.	Prior to paving.	2 consecutive days prior

The CONTRACTOR will also be responsible for distributing and/or redistributing notices in case of any delays due to inclement weather or for any other reason for extended stoppages (i.e. strikes) in the construction schedule.

Notices shall be considered distributed when all affected residents have received notices as well as a copy delivered and/or emailed to Public Works. The copy to Public Works shall be delivered the same day it is distributed to the residents.

Should the CONTRACTOR fail to distribute or post notices per the request of the VILLAGE, the CONTRACTOR shall not be allowed to start work on the given task until proper notification has been provided. No additional contract time will be allowed for compliance with this requirement.

BITUMINOUS MATERIALS

Prime coat will not be applied on aggregate bases as a part of this contract.

Tack coat shall be in accordance with the pay item special provision BITUMINOUS MATERIALS (TACK COAT).

TEST STRIPS

Test strips shall be in accordance with Section 406 and Section 1030 of the Standard Specifications, except as modified herein.

Remove all references to the payment of test strips and the payment of the HMA mixture in test strips from the Standard Specifications.

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Test strips and the HMA mixture in test strips, if required, will not be measured for payment but shall be included in the unit bid prices of hot-mix asphalt binder courses and hot-mix asphalt surface courses.

PORTLAND CEMENT CONCRETE PAVEMENTS AND SIDEWALKS

Where forms are to be used for the installation of concrete, all such forms shall be wood.

Wood forms for all concrete installation shall be of a width that exceeds the required thickness of the concrete being installed.

TREE CARE

Tree care work shall be defined as all tree pruning, tree root pruning, tree planting, tree assessment, and tree remediation. All tree care work shall be in accordance with Section 201 of the Standard Specifications, except as modified herein.

All tree care work shall be performed by an ISA Certified Arborist or shall be performed under the direct supervision of an ISA Certified Arborist. The certified arborist shall submit a copy of their current and valid certificate to the Owner prior to any tree care work taking place. The certified arborist whose certificate is provided shall be on site at all times when tree care work is taking place. All such tree care work shall either be performed by the certified arborist or shall be performed under the direct supervision of the certified arborist.

TREE DAMAGE

If any trees are damaged during the project, the Contractor shall obtain and file with the Village a tree assessment of the damaged trees. The tree assessment shall detail the health and condition of the damaged trees and shall provide a recommendation for or against retention of each affected tree. The tree assessment will not be paid for.

When, in the opinion of the Village, a tree assessment obtained by the Contractor does not represent an independent evaluation, the Village may direct the Contractor to obtain a second tree assessment of the damaged trees and may provide the Contractor with a list of not less than two ISA Certified Arborists, from which list the Contractor shall select one for completion of the second tree assessment. The second tree assessment, if so directed, will not be paid for.

When multiple tree assessments are obtained, it will be the opinion of the Village as to which tree assessment is utilized for the purposes of addressing the remaining

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requirements of this section. Further references to the tree assessment in this section shall refer to the tree assessment selected by the Village.

If the tree assessment results in a recommendation for retention of an affected tree, the Contractor shall perform tree remediation of the affected tree as follows.

Trees subject to tree remediation will be fertilized and treated with Paclobutrazol. Treatment shall consist of air spading 2 holes for every 3 sq. ft. of area within the dripline of the tree to a depth of 12 in. to 18 in. and backfilling with Biochar.

If a tree subject to tree remediation is an Oak or an Elm species and the damage occurred between the dates of April 15 and October 15, then in addition to the Paclobutrazol treatment specified herein, the damage to the tree will be sealed in a manner approved by the Engineer.

The Owner may require the Contractor to perform additional methods of tree remediation or methods of tree remediation different from those listed if recommended by the tree assessment or deemed appropriate by the Owner.

Tree remediation will not be paid for.

If the tree assessment results in a recommendation against retention of an affected tree, the Contractor shall remove the affected tree. Should removal of the affected tree result in any additional damage to the site or result in the need for any additional restoration, Contractor shall repair or replace the damage or perform the restoration as deemed necessary by the Engineer. This work shall be in accordance with Article 201.04 of the Standard Specifications, except that the work will not be paid for.

If a tree is to be removed due to damage, a deduction will be applied to monies due or that might become due the Contractor. This Tree Damage Deduction will be applied as follows.

Trees to be removed due to damage will be measured per unit of diameter where one unit is equal to 1 in. The diameter will be measured at a point 4.5 ft. above the highest ground level at the base of the tree and will be determined by dividing the measured circumference of the tree by 3.1416.

If the tree had tree protection installed at the time of damage and if, in the opinion of the Village, the tree protection was correctly installed at the time of damage, the Tree Damage Deduction will be \$300 per unit of diameter of the tree.

If the tree did not have tree protection installed at the time of damage or if, in the opinion of the Village, the tree protection was not correctly installed at the time of damage, the Tree Damage Deduction will be \$800 per unit of diameter of the tree.

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If a tree is to be removed due to damage, then in addition to the Tree Damage Deduction, Contractor shall also furnish and plant a tree of a species and caliper selected by the Owner at a location determined by the Owner. This work shall be in accordance with Section 253 of the Standard Specifications, except that the work will not be paid for.

DROP HAMMERS

The use of drop hammers or similar equipment will not be permitted.

MATERIAL ORDERS

The Contractor shall order all materials with long lead times within 5 working days from issuance of Notice of Award to minimize any project delays and meet project completion date. **Any issues procuring material shall be brought to the attention of the Village and Engineer immediately.**

Insert Insurance Appendix Number

PAY ITEM SPECIAL PROVISIONS

PAY ITEM #1 – TREE TRUNK PROTECTION

Description. This work shall be in accordance with Section 201 of the Standard Specifications, except as modified herein.

Materials. 2 in. x 8 in. x 8 ft boards banded continuously around each trunk to prevent scarring of trees shown on the plans or designated by the Engineer. For multistem trees, saplings, and shrubs to be protected within the area of construction, temporary fencing may be used for trunk protection.

Method of Measurement. Tree trunk protection will be measured for payment as each per tree. A tree with from one to three stems with one stem having a diameter of 6 in. or more or a sapling shall be measured as one tree. Tree trunk protection shall include furnishing, installing, and removing this item.

Basis of Payment. This work will be paid for at the contract unit price per each for TREE TRUNK PROTECTION.

PAY ITEM #2 – TREE ROOT PRUNING

Description. This work shall consist of performing tree root pruning. This work shall be in accordance with Section 201 of the Standard Specifications, except as modified herein.

Tree root pruning shall be considered tree care work and shall be in accordance with the special provision TREE CARE.

Tree root pruning shall be performed using an approved Vermeer Root Cutter mechanical root pruning saw or approved equal.

Fertilizer nutrients and supplemental watering will not be paid for separately, but shall be included in the cost of TREE ROOT PRUNING.

Method of Measurement. This work will be measured for payment as each per tree.

Basis of Payment. This work will be paid for at the contract unit price per each for TREE ROOT PRUNING.

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PAY ITEM #3 – TREE PRUNING

Description. This work shall consist of performing tree pruning. This work shall be in accordance with Section 201 of the Standard Specifications and the current ANSI A300 (Part 1) – Pruning standard, except as modified herein.

Tree pruning shall be considered tree care work and shall be in accordance with the special provision TREE CARE.

Method of Measurement. This work will be measured for payment as each per tree.

Basis of Payment. This work will be paid for at the contract unit price per each for TREE PRUNING.

PAY ITEM #4 – EARTH EXCAVATION (ROADWAY)

Description. Work under this item consists of the excavation required to install the proposed curb and gutter and pavement section accordance with Section 202 of the Standard Specifications and as directed by the ENGINEER.

This item shall include the excavation and disposal of all stone, earth, clay, soil, etc. required to install the proposed pavement section and curb and gutter (including proposed subbase). All other earth excavation shall be included in the cost requiring it (driveway replacement, sidewalk replacement, parkway restoration, etc.).

Any additional undercuts required beneath the proposed road and curb subbase shall be paid for separately.

Basis of Payment. This work shall be measured and paid for at the contract unit price per cubic yard for EARTH EXCAVATION (ROADWAY).

PAY ITEM #7 – TRENCH BACKFILL

Description. The provisions of Section 208 of the "Standard Specifications for Road and Bridge Construction" shall be modified such that the material used for trench backfill shall be crushed limestone. The trench backfill shall be compacted only by Method 1, as defined in Article 550.07 of the Standard Specifications, which states the material shall be deposited in uniform layers not exceeding 150 mm (8 in) thick (loose measure), and each layer shall be compacted by ramming or tamping with tools

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approved by the ENGINEER. Jetting of the trench will not be an acceptable method of compaction. Material used as trench backfill shall be virgin, non-recycled materials.

This work also includes the disposal of the surplus excavated material which is replaced by trench backfill. Such disposal shall be made according to Article 202.03.

Method of Measurement and Basis of Payment. This work shall be measured in place and paid for at the contract unit price per cubic yard for TRENCH BACKFILL.

PAY ITEM #10 – INLET FILTERS

Description. This work shall consist of installing, maintaining, and cleaning inlet filters as shown on the plans or as directed by the Engineer. This work shall be in accordance with Section 280 of the Standard Specifications, except as modified herein.

Inlet filters shall consist of metal frames with attached fabric bags. Contractor shall furnish inlet filters of appropriate sizes and shapes necessary to accommodate all different types of drainage structures encountered. The use of filter fabric without a frame will not be an acceptable material for inlet filters and will be rejected.

Contractor shall inspect and clean all inlet filters weekly, after every rainfall, and additionally as needed. Maintenance and cleaning of inlet filters will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each individual inlet filter installed and the unit of measurement will be each. No measurement will be made of maintenance and cleaning efforts. If an inlet filter is installed on multiple structures the inlet filter will only be measured for payment once.

Basis of Payment. This work will be paid for at the contract unit price per each for INLET FILTERS.

PAY ITEM #12 – BITUMINOUS MATERIALS (TACK COAT)

Description. This work shall consist of the preparation and application of bituminous tack coat on concrete or HMA bases prior to HMA placement. This work shall be in accordance with Section 406 of the Standard Specifications, except as modified herein.

Bituminous tack coat shall be placed at least one hour in advance of the placement of HMA, but no more than 48 hours in advance of the placement of HMA. If Contractor places tack coat more than 48 hours in advance of the placement of HMA, the tack coat will not be measured for payment, and Contractor will place tack coat again in accordance with this provision. Tack coat shall not be placed on weekends or on holidays unless

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permitted by the Engineer. Tack coat shall not be placed before weekends or holidays when placement of HMA is not expected to take place until after the weekend or holiday, unless permitted by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per pound of residual asphalt for BITUMINOUS MATERIALS (TACK COAT).

PAY ITEM #15 – CLASS D PATCHES

Description. This work shall consist of the removal of the existing pavement, the necessary excavation, and the replacement with hot-mix asphalt (HMA) patches at designated locations. This work shall be in accordance with Section 442 of the Standard Specifications, except as modified herein.

Remove all references to a specified type or types of patches in the Standard Specifications.

All patches shall be saw cut full-depth prior to removal of the existing pavement. Saw cuts shall be completed no more than three days prior to removal of the existing pavement. Saw cuts will not be paid for separately, but shall be included in the cost of this work.

Where patches are to be resurfaced with a subsequent lift of hot-mix asphalt, the patches shall be constructed with Hot-Mix Asphalt Binder Course, IL-19.0, N50. The minimum thickness of each lift shall be 2.25 in. The maximum thickness of each lift shall be 4 in.

Where patches are not to be resurfaced with a subsequent lift of hot-mix asphalt, the topmost lift of the patch shall be constructed with Hot-Mix Asphalt Surface Course, Mix "D", N50. The thickness of the surface course lift shall be 2 in. Lower lifts shall be constructed with Hot-Mix Asphalt Binder Course, IL-19.0, N50. The minimum thickness of each lower binder course lift shall be 2.25 in. The maximum thickness of each lower binder course lift shall be 4 in.

Basis of Payment. This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, of the thickness specified.

PAY ITEM #16 – PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

Description. This work shall consist of placing Portland Cement Concrete driveway pavement on a compacted aggregate base course in accordance with Sections 351 and 423 of the Standard Specifications, and as specified herein.

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Residential driveway installation shall include Portland Cement Concrete installed to a minimum thickness of 6-inches and the placement and compaction of 4-inches of Aggregate Base Course, Type B on a compacted subgrade. Commercial driveway installation shall include Portland Cement Concrete installed to a minimum thickness of 8-inches and the placement and compaction of 6-inches of Aggregate Base Course, Type B on a compacted subgrade. The installation of all Aggregate Base Course shall be included in the cost of this item.

If filling is required in the driveway subgrade, it shall consist of placing and compacting an approved granular material to the satisfactions of the ENGINEER. Any required filling shall be included in the cost of this item.

All framing shall be set to final grade of the pour. No angle irons will be allowed. No watering cans shall be allowed on site.

The finish of the driveway shall match the driveway behind of the sidewalk. Where the finish behind the sidewalk is "california" or "letter box", the contractor shall match this finish on the new apron. It shall be the contractor's responsibility to verify the finish at each location. Installation of this finish shall be considered included in the cost of this item.

Method of Measurement and Basis of Payment. This work shall be measured in place and paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, thickness specified.

PAY ITEM #17 – PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH

Description. This work shall consist of placing Portland Cement Concrete sidewalk on a compacted subbase in accordance with Sections 311 and 424 of the Standard Specifications, and as specified herein.

Sidewalk installation shall include Portland Cement Concrete installed to a minimum thickness of 5-inches and the placement and compaction of 4-inches of Subbase Granular Material, Type B on a compacted subgrade. Subbase Granular Material shall be included in the cost of the sidewalk. If filling is required in the sidewalk subgrade, it shall consist of placing and compacting an approved granular material to the satisfaction of the ENGINEER. Sidewalk thickness shall be increased to 6-inches when placed adjacent to driveways. Increasing sidewalk thickness at driveways shall not be paid for separately, but included in the cost of this item.

All framing shall be set to final grade of the pour. No angle irons will be allowed. No watering cans shall be allowed on site.

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Method of Measurement. Portland Cement Concrete Sidewalk 5-inch shall be measured for payment in place, and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square feet for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH.

PAY ITEM #18 – DETECTABLE WARNINGS

Description. This work shall consist of installing detectable warnings. This work shall be in accordance with Section 424 of the Standard Specifications, except as modified herein.

Detectable warnings shall be installed at curb ramps and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances where permanent traffic control devices are present.

Materials. Detectable warnings shall be pre-cast tiles. Installation shall be cast-in-place. Surface mounted applications will not be permitted. Detectable warnings shall be red in color. Detectable warning tiles shall be either rectangular or radial in shape as shown on the plans or as directed by the Engineer. The product or products to be used for detectable warnings shall be approved by the Engineer prior to use.

Construction. Installation shall be according to the manufacturer's specifications and as directed by the Engineer.

Where a curb ramp is 5 ft. in width or less and a rectangular detectable warning tile is to be used, the installation shall consist of a single detectable warning tile. If a pre-cast detectable warning tile is not manufactured in the width of the curb ramp, a larger detectable warning tile shall be furnished and shall be cut to the width of the curb ramp.

Installation of multiple detectable warning tiles at a single curb ramp will only be permitted where a curb ramp exceeds 5 ft. in width or where radial detectable warning tiles are to be used. Where multiple detectable warning tiles are permitted at a single curb ramp, they shall be mechanically joined prior to installation.

Method of Measurement. Detectable warnings will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

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PAY ITEM #19 – PAVEMENT REMOVAL

Description. This work shall consist of the removal and disposal of existing pavement as shown on the plans or as directed by the Engineer. This work shall be completed in accordance with Sections 202 and 440 of the Standard Specifications, except as modified herein.

The standard thickness of the existing pavement is 3.75 inches based on two cores taken on Iowa Avenue by Wang Engineering. Pavement removal shall only include the removal of the existing asphalt pavement. Any excavation of the existing roadway subbase and/or subgrade required to install the proposed pavement section and proposed curb and gutter shall be measured and paid for as EARTH EXCAVATION (ROADWAY).

No additional compensation will be allowed due to the presence of paving/geotextile fabric encountered within the existing pavement. This item shall also include the removal of temporary stone placed above utility trenches prior to pavement reconstruction operations.

Method of Measurement. Pavement removal will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard or PAVEMENT REMOVAL.

Method of Measurement. Pavement removal will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for PAVEMENT REMOVAL.

PAY ITEM #20 – DRIVEWAY PAVEMENT REMOVAL

Description. This work shall consist of the removal and disposal of existing driveway pavement, including all necessary excavation, as shown on the plans or as directed by the Engineer. This work shall be completed in accordance with Sections 202 and 440 of the Standard Specifications, except as modified herein.

Driveway pavement removal shall include the removal of existing driveway pavement and base course to the lines and grades shown on the plans and as directed by the Engineer. All excavation required to remove the driveway base course and subgrade necessary to install the proposed driveway pavement to the lines and grades shown on the plans shall be included in this item.

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Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL.

PAY ITEM #21 – COMBINATION CURB AND GUTTER REMOVAL

Description. This work shall consist of the removal and disposal of existing curb and gutter, including all necessary excavation, as shown on the plans or as directed by the Engineer. This work shall be in accordance with Sections 202 and 440 of the Standard Specifications, except as modified herein.

Excavation will not be paid for separately but shall be included in the cost of this item. The Contractor shall excavate all material necessary to build the proposed curb and gutter subbase in accordance with Section 202 of the Standard Specifications. Excavated material will not be permitted to be stockpiled behind the curb.

Portions of the project limits have existing monolithic curb adjacent to concrete pavement. When monolithic curb is to be removed the curb removal shall be measured and paid for pre foot as COMBINATION CURB AND GUTTER REMOVAL. All saw cutting required to removal of monolithic curb shall be included in this item, regardless of the adjacent concrete pavement is to remain or be removed/replaced. If monolithic curb is to be removed adjacent to concrete pavement that is to remain in place, the Contractor shall saw cut a clean line approximately 1' from the face of the curb to facilitate the construction of new curb and gutter. All saw cutting shall be included in the cost of this item.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per lineal foot of COMBINATION CURB AND GUTTER REMOVAL.

PAY ITEM #22 – SIDEWALK REMOVAL

Description. This work shall consist of the removal and disposal of existing sidewalk at locations shown on the plans or as directed by the Engineer. This work shall be completed in accordance with Sections 202 and 440 of the Standard Specifications, except as modified herein.

Excavation will not be paid for separately but shall be included in the cost of this item. The Contractor shall excavate all material necessary to meet the lines and grades shown on the plans and as directed by the Engineer. Additional excavation required to comply with ADA requirements shall be included in the cost of this item.

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Method of Measurement. Sidewalk removal will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for SIDEWALK REMOVAL.

PAY ITEM #23-25 – DUCTILE IRON WATER MAIN

Description. This work shall consist of constructing ductile iron water main. This work shall be in accordance with Section 561, Section 562, and Section 563 of the Standard Specifications and with the Water and Sewer Specifications, except as modified herein.

Materials. Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with gasketed bell and spigot type push-on joints conforming to ANSI/AWWA C111/A21.11, of the diameter specified. Pipe shall have an interior cement mortar lining conforming to AWWA C104.

Water main fittings shall be ductile iron conforming to ANSI/AWWA C110/A21.10 and ANSI/AWWA C153/A21.53. Fittings shall have a cement mortar lining and tar coating conforming to ANSI/AWWA C104/A21.4. Fittings shall have a minimum rated working pressure of 150 psi. Fittings shall have mechanical joint end connections unless otherwise specified. Fittings shall include crosses, tees, bends, reducers, caps, and all other fittings as may be necessary.

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

Tie rods shall be stainless steel threaded rods $\frac{3}{4}$ in. diameter.

All bolts, tie rods, nuts, washers, and other hardware and fasteners to be installed below grade shall be stainless steel. Bolts and tie rods shall be Type 304 stainless steel. Nuts and washers shall be Type 300 stainless steel.

Construction. Water main shall be constructed such that the minimum depth of cover of the water main from existing finished grade and proposed finished grade to the crown of the pipe shall be a minimum of 5.5 ft.

Where construction of water main at a minimum depth of cover of 5.5 ft will result in a conflict with an existing or proposed utility, the minimum depth of cover of the water main shall be increased so as to avoid such conflict and to provide a minimum vertical separation of 18 in. between the water main and the existing or proposed utility.

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Water main shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the water main.

Thrust blocking of all fittings shall be in accordance with Article 41-2.08 of the Water and Sewer Specifications and the details in the plans.

Where there is a change in the vertical alignment of the water main, a minimum of two tie rods shall be installed between the mechanical joint restraint of the fitting at the bottom of the alignment change and the mechanical joint restraint of the fitting at the top of the alignment change.

Excavation and bedding will not be paid for separately but shall be included in the cost of this work.

Pressure Test. After the pipe has been laid and partially backfilled as specified herein, all newly-laid pipe, valved sections, and fire hydrants, unless otherwise expressly specified, shall undergo hydrostatic pressure testing.

The Contractor shall notify the Engineer and Owner a minimum of forty-eight hours prior to the beginning of testing. Pipe segments to be tested shall be subjected to a minimum pressure of 150 psi at the lowest elevation of the pipe section for a duration of not less than two hours. Water main testing shall be in accordance with the applicable portions of AWWA Standards C600 and C603, or as otherwise modified herein.

The water main shall be tested in segments to minimize water service disruption. The length of test segments shall be determined by the Engineer.

Valves will be turned on only under the supervision of the Village, and the Village will witness all pressure testing.

Each section of pipe to be tested, as determined by the Engineer, shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump pipe connection and all necessary apparatus, including gauges and meters, shall be furnished by the Contractor. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevations and afterwards tightly plugged. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced by the Contractor with sound material, and test shall be repeated until satisfactory to the Engineer and the Village. The provisions of AWWA C600 and C603, where applicable, shall apply.

The pressure testing shall be accomplished with fire hydrant auxiliary valves open.

Leakage Test. A leakage test will not be performed.

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Disinfection. Disinfection of water mains shall be completed in accordance with Section 41-2.15 of the Water and Sewer Specifications except as modified in this Special Provision.

The Owner shall be notified at least twenty-four hours before the disinfection procedure. Representatives of the Public Works Department must be present during the procedure.

Flushing. Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. If no hydrant is installed at the end of the main, then a tap should be provided large enough to develop a velocity of at least two and five-tenths (2.5) feet per second in the main. One two and one-half (2 1/2) inch hydrant opening will, under normal pressures, provide this velocity in pipe sized up to and including twelve (12) inches.

All taps required for chlorination or flushing purposes, or for temporary or permanent release of air, shall be provided for by the Contractor as part of the construction of water mains.

Requirement of Chlorine. A free chlorine residual of at least 50 ppm and no more than 400 ppm must be reached throughout the entire length and branch lines of the water main. After the super-chlorinated water has sat in the main for twenty-four hours, a chlorine residual test shall be taken to ensure the residual has not dropped by over one-half.

Form of Applied Chlorine. Chlorine shall be applied by the method which follows, subject to the review of the Engineer.

Chlorination shall be made by the use of chlorine gas only. The dry gas shall be fed directly through proper devices for regulating the rate of flow and providing effective diffusion of the gas into the water within the pipe being treated. Chlorinating devices for feeding the chlorine gas must provide means for preventing the backflow of water into the chlorine. The chlorine gas shall be injected into the main at intervals of no more than 1,000 feet.

Point of Application. The preferred point of application of the chlorine gas is at the beginning of the pipeline extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipeline extension. Alternate points of application may be used subject to the review of the Engineer.

Preventing Reverse Flow. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Check valves may be used if desired.

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Retention Period. Treated water shall be retained in the pipe at least twenty-four (24) hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least twenty-five (25) mg/l.

Chlorinating Valves and Hydrants. In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipeline is filled with the chlorinating agent and under normal operating pressure.

Final Flushing and Testing. Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the replacement water throughout its entire length shows, upon test, a chlorine residual of less than one (1) mg/l. In the event chlorine is normally used in the source of supply, then the test shall show a residual of not in excess of that carried in the system.

Chlorinated water to be flushed into the combined sewer, not the storm sewer.

Contractor to notify the Village prior to discharging chlorinated water to the combined sewer.

At this time a water sample will be taken by the Contractor or his representative and sent to a state-certified water lab of his choice. Also at this time the Village will witness the sampling. The Contractor shall take two (2) samples, 24 hours apart with satisfactory results or the procedure shall be repeated.

Repetition of Flushing and Testing. Should the initial treatment result in an unsatisfactory bacterial test, the original chlorination procedure shall be repeated by the Contractor until satisfactory results are obtained. After water main passes chlorination testing, the corporation stop used to chlorinate the main shall be shut off and any piping removed.

All water main pipe, pipe fittings, joint materials, restraint devices and thrust blocks, hydrostatic pressure tests, leakage tests, disinfecting of the water main, excavation, bedding and select (common) backfill shall be included in the cost of the DUCTILE IRON WATER MAIN. All trench backfill, pavement removal and replacement and other surface restoration items as shown on the plans and specified herein shall be paid for separately.

This item shall also include any and all incidental items such as temporary plugs, corporation stops (for testing), water pumps, gauges, meters and laboratory test costs, and all other items necessary to complete this work as specified.

Method of Measurement. This work will be measured for payment in place in feet, regardless of the depth of the water main. The length measured will include stops and fittings. No separate measurement will be made of fittings, couplings, stops, or other components.

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Basis of Payment. This work will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN, of the diameter specified, measured in place.

PAY ITEM #26 & 27 – WATER VALVES

Description. This work shall consist of constructing water valves. This work shall be in accordance with applicable portions of Section 561 of the Standard Specifications and with the Water and Sewer Specifications, except as modified herein.

Materials. Water valves shall be AMERICAN Flow Control Series 2500 Ductile Iron Resilient Wedge Gate Valves conforming to ANSI/AWWA C515, with mechanical joint end connections, of the diameter specified, or approved equal. All exterior valve body bolting shall be Type 304 stainless steel.

Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push-on joints conforming to AWWA C111.

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

Tie rods shall be stainless steel threaded rods $\frac{3}{4}$ in. diameter.

All bolts, tie rods, nuts, washers, and other hardware and fasteners to be installed below grade shall be stainless steel. Bolts and tie rods shall be Type 304 stainless steel. Nuts and washers shall be Type 300 stainless steel.

Valve vaults shall be precast reinforced concrete with a minimum diameter of 4 ft. for valves 8 in. diameter or less and with a minimum diameter of 5 ft. for valves 10 in. diameter or more. The cone section of the valve vault shall have a concentric opening. The openings in the valve vault shall be fitted with rubber pipe boots.

Construction. Water valves shall be installed in a precast reinforced concrete valve vault unless otherwise specified. The valve shall be placed on a solid concrete block resting on the bottom of the valve vault. The valve shall be placed so that the operating nut is centered under the opening of the valve vault.

Where a new water valve is to be installed on an existing water main, the existing water main shall be cut by an approved method and a section of existing water main of sufficient length shall be removed. The valve shall be joined on both ends to sections of new water main pipe of the proper length with mechanical joint restraints. The valve and pipe

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assembly shall be positioned in place between the two cut ends of the existing water main and the ends of the existing water main shall be joined to the valve assembly with water main couplings of the proper size. The labor, equipment and materials which are necessary to construct a new water valve on an existing water main will not be paid for separately but shall be included in the cost of this work.

Where an existing water valve is to be removed and replaced with a new water valve in substantially the same location, removal of the existing water valve will not be paid for separately but shall be included in the cost of this work.

Excavation, bedding, and backfilling will not be paid for separately but shall be included in the cost of this work.

Basis of Payment. This work will be paid for at the contract unit price per each for WATER VALVES, of the diameter specified.

PAY ITEM #28 – ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS

Description. This work shall consist of adjusting sanitary sewers of 8-inch diameter or less where the proposed utility is in direct conflict with the existing sanitary sewer or service, as determined by the ENGINEER, in accordance with Section 563 of the Standard Specifications and as specified herein.

Materials. Sanitary sewer shall be PVC, SDR 26 conforming to ASTM D2241. Connections to existing sanitary sewer main or service pipe shall be made with stainless steel non-shear mission couplings, gasket to meet ASTM C1173-91, 300 series stainless steel shear ring with a minimum thickness of 0.012", 316 grade stainless steel nut and bolt tightening clamps, shear ring and clamps to meet all requirements of ASTM A167-91, transitional sizes to utilize a one-piece gasket.

Construction Requirements. For instances where the existing sanitary sewer service pipe is excavated and found to be 4-inches in diameter, or less, the sewer service pipe shall be replaced with 6-inch PVC, SDR 26 between the wye or tee connection at the sewer main and the cleanout connection at the property line, or as otherwise directed by the Engineer. Connection to the existing 4-inch (or less) diameter sewer service pipe shall be made using a transitional coupling in conformance with the requirements specified above.

Method of Measurement and Basis of Payment. This work will only be paid for if the Engineer determines the sanitary sewer or service line is in direct conflict with a utility or utilities being constructed under this contract. This work shall be measured and paid for at the contract unit price per foot for ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS.

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PAY ITEM #29 – FIRE HYDRANTS TO BE REMOVED

Description. This work shall consist of removing existing fire hydrants in locations where new fire hydrants are not to be installed. This work shall be in accordance with Section 564 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Where an existing fire hydrant is to be removed and replaced with a new fire hydrant in substantially the same location, removal of the existing fire hydrant will not be paid for separately but shall be included in the cost of the fire hydrant installation.

Materials. Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness.

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

All bolts, tie rods, nuts, washers, and other hardware and fasteners to be installed below grade shall be stainless steel. Bolts and tie rods shall be Type 304 stainless steel. Nuts and washers shall be Type 300 stainless steel.

Construction. The existing fire hydrant, auxiliary valve, valve box, hydrant lead, tee, and a portion of the adjoining water main shall be excavated and exposed. The existing water main shall be cut on both sides of the tee by an approved method and a section of existing water main shall be removed along with the tee, hydrant lead, valve box, auxiliary valve, and fire hydrant. A section of new water main pipe of appropriate diameter and of the proper length shall be positioned in place between the two cut ends of the existing water main and the ends of the existing water main shall be joined to the new section of water main pipe with water main couplings of the proper size.

The excavation shall be backfilled with crushed aggregate of CA-6 gradation and mechanically compacted in lifts not exceeding 12 in.

Excavation and backfilling will not be paid for separately, but shall be included in the cost of this work.

Fire hydrants which are removed and are selected by the Engineer to be salvaged shall remain the property of the Village and shall be delivered by the Contractor to the Village of Villa Park Public Works Department yard located at 51 South Ardmore Avenue in Villa Park. Delivery shall be made during the normal working hours of the Village of Villa Park Public Works Department and the Contractor shall coordinate the day, time, and other details of delivery with the Village. Fire hydrants which are not selected by the Engineer to be salvaged shall become the property of the Contractor and shall be removed from the site by the end of the workday and properly disposed of by the Contractor. The

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delivery or disposal of fire hydrants will not be paid for separately but shall be included in the cost of this work.

Basis of Payment. This work will be paid for at the contract unit price per each for FIRE HYDRANTS TO BE REMOVED.

PAY ITEM #30 – FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

Description. This work shall consist of constructing fire hydrants with auxiliary valves and valve boxes. This work shall be in accordance with Section 564 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Materials. Fire hydrants shall be AMERICAN Flow Control 5-¼" Waterous Pacer Traffic Model WB67-250 Fire Hydrant, conforming to ANSI/AWWA C502, with all stainless steel trim, above-ground breakable flanges, and auxiliary resilient wedge gate valve and valve box. Fire hydrants shall be fitted with DDP-arrangement nozzle sections with one 4-½ in. pumper nozzle and two 2-½ in. hose nozzles with National Standard threads and a National Standard operating nut.

The connection between hydrants and auxiliary valves shall be a flanged connection.

Fire hydrants shall be factory painted red, prime coated with an epoxy, and finish coated with a two-part polyurethane top coat. Fire hydrants that are not factory painted red will be considered unacceptable and will be rejected.

Fire hydrants shall be furnished with bury depths that will allow the hydrants to be constructed with their ground rings positioned within 2 in. of finished grade.

Where fire hydrants are to be constructed on existing water mains, Contractor may elect to construct trenches on the existing water main at the locations of proposed fire hydrants to investigate the depth of the existing water main and to determine the bury depths that will be required for the new hydrants prior to furnishing them. Such trenches shall be in accordance with, measured, and paid for as EXPLORATION TRENCH, SPECIAL.

Auxiliary valves shall be AMERICAN Flow Control Series 2500 Ductile Iron 250 psig AWWA Resilient Wedge Gate Valves conforming to ANSI/AWWA C515, with flanged x mechanical joint end connections, 6 in. diameter. All exterior valve body bolting shall be Type 304 stainless steel.

Valve boxes shall have a cover embossed with the word "WATER".

Valve box adaptors shall be Adaptor, Inc., Valve Box Adaptor II (VBA-II), or approved equal.

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Valve box stabilizer grips shall be by BLR Enterprises, Inc., or approved equal.

Hydrant lead pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push-on joints conforming to AWWA C111, 6 in. diameter.

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

Tie rods shall be stainless steel threaded rods $\frac{3}{4}$ in. diameter.

Backfill fabric shall be pervious geotechnical fabric.

All bolts, tie rods, nuts, washers, and other hardware and fasteners to be installed below grade shall be stainless steel. Bolts and tie rods shall be Type 304 stainless steel. Nuts and washers shall be Type 300 stainless steel.

Fire hydrant barrel extensions, if permitted, shall be AMERICAN Flow Control Waterous Series and shall be a maximum of 18 in.

Fire hydrant bags shall be polypropylene with a minimum thickness of 4 mils and orange in color with bold black print reading "NOT IN SERVICE". Bags shall include tie straps to firmly secure the bags to hydrants.

Construction. Where an existing fire hydrant is to be removed and replaced with a new fire hydrant with auxiliary valve and valve box in substantially the same location, the existing fire hydrant, auxiliary valve, valve box, hydrant lead pipe, and tee shall be excavated and exposed. The existing hydrant lead pipe shall be disconnected from the existing tee and the existing fire hydrant, auxiliary valve, valve box, and hydrant lead pipe shall be removed. Removal of the existing fire hydrant and related components will not be paid for separately but shall be included in the cost of this work.

All fire hydrants shall have new tees installed.

The fire hydrant shall be installed so that the standpipe is plumb. The center of the lowest nozzle shall be placed at least 18 in. but not more than 24 in. above finished grade. The breakable flanges shall be positioned 2 in. above finished grade. The nearest part of the hydrant shall be at least 3 ft. but not more than 8 ft. behind the back of curb. The nearest part of the hydrant shall be at least 3 ft. from all paved surfaces. Where hydrants are to be installed adjacent to a roadway, they shall be placed so that the pumper nozzle faces the roadway and is perpendicular to the direction of travel of the roadway. Where

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hydrants are not to be installed adjacent to a roadway they shall be placed according to the plans or as directed by the Engineer.

Fire hydrants and auxiliary valves shall be set on a firm foundation of precast concrete blocks and shall be thrust blocked. Additional precast concrete bricks shall be placed under the auxiliary valve as needed. Thrust blocking shall consist of Class SI concrete cast in place against the fittings and the undisturbed earth on any side or sides of the excavation where thrust is expected to occur. A minimum of $\frac{1}{4}$ cu. yd. of concrete shall be used for the thrust blocking. The dimensions of the thrust blocking shall be determined by the Engineer. Thrust blocking may also consist of the placement of precast concrete blocks at the discretion of the Engineer. Additional precast concrete blocks shall be placed on the bottom, back and sides of the hydrant as directed by the Engineer to hold the hydrant solid and vertical. All blocks, bricks and thrust blocking shall be placed such that the pipe, joints, and fittings shall be accessible for future repair and so that the hydrant drain holes are not blocked.

Mechanical joint restraints shall be installed on all mechanical fittings. A minimum of two tie rods shall be installed between the fire hydrant barrel and the tee fitting on the water main. Valve box adaptors shall be installed. Valve box stabilizer grips shall be installed. Barrel extensions will only be permitted at the discretion of the Engineer.

Fire hydrants shall be braced and covered during backfilling. The area around the base of the hydrant shall be backfilled with a minimum of 1 cu. yd. of crushed aggregate of CA-1 gradation. The CA-1 aggregate shall be covered with pervious geotechnical fabric prior to further backfilling. Backfill material shall be placed in lifts not exceeding 6 in. in thickness, loose measurement, and compacted in a manner approved by the Engineer.

Fire hydrants which are damaged during backfilling or which paint coat is damaged or chipped during backfilling due to lack of covering or lack of adequate covering shall have their heads replaced by Contractor at no cost to Owner.

Fire hydrants not in service shall be covered with fire hydrant bags until the fire hydrants are in service.

Excavation, bedding, and backfilling of fire hydrants will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX installed. No separate measurement will be made of pipe, fittings, hardware, or any other components.

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PAY ITEM #31-35 – CATCH BASINS, MANHOLES & INLETS

Description. This work shall consist of constructing catch basins, manholes and inlets at locations shown on the plans in accordance with the detail on the plan and Section 602 of the Standard Specifications, except as modified herein.

The CONTRACTOR is responsible for tying in all existing storm sewers to the proposed structure. Up to 5 feet of new sewer (if required) for each existing sewer tying into the proposed structure shall be considered included in the cost of this item. Connections to existing storm sewers should be made using non-shear mission couplings. The Contractor shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the CONTRACTOR at no cost to the VILLAGE. The pipe, couplings, and trench backfill shall be included in the cost of the structure and will not be paid for separately.

Method of Measurement and Basis of Payment. This work shall be measured and paid for per each for CATCH BASINS, of the type, size and frame specified, MANHOLES, of the type, size and frame specified, or INLETS , of the type, size and frame specified.

PAY ITEM #36 & 37 – VALVE VAULTS, TYPE A

Description. This work shall consist of constructing valve vaults for water mains and water services in accordance with Section 44 of the latest edition of the “Standard Specifications for Water and Sewer Main Construction in Illinois” and Section 602 of the STANDARD SPECIFICATIONS.

In addition to the requirements of Sections 44 – 2.02 and 44 – 3.01 and 602, valve vaults shall be constructed in accordance with the Village of Villa Park Standard Detail. All lids for valve vaults shall have the words "WATER" cast into them.

Preformed plastic gasket material shall be installed at all joints. All openings around the water main shall be filled with preformed plastic gasket material and sealed with non-shrink hydraulic grout. The concrete base of the vault shall be set on a minimum of 4- inches of well compacted CA-11 or CA-7.

Excavation, bedding, and backfilling needed for the installation of valve vaults will not be paid for separately but shall be included in the cost of this work.

Measurement and Payment. This work will be paid for at the contract unit price each for VALVE VAULTS, TYPE A, of the diameter and frame specified.

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PAY ITEM #38 – COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12

Description. This work shall consist of constructing combination concrete curb and gutter as shown on the plans or as directed by the Engineer. This work shall be in accordance with Section 606 of the Standard Specifications, except as modified herein.

Excavation will not be paid for separately but shall be included in the cost of this item.

Combination concrete curb and gutter shall be constructed on a prepared base of mechanically compacted crushed aggregate of CA-6 gradation having a minimum compacted thickness of 4 in.

Wood forms shall be used. Forms constructed of steel or Masonite will not be permitted. Forms for radius sections of the combination concrete curb and gutter shall be constructed of 1 in. thick wood boards.

The height of the curb head may vary as shown on the plans or as directed by the Engineer. Variations in the height of the curb head will not be paid for separately but shall be included in the cost of this item.

Where combination concrete curb and gutter is constructed across driveways, alleys, sidewalk curb ramps, or other designated areas, the top of the curb shall be depressed according to the details shown on the plans or as directed by the Engineer. The transition from full height curb to depressed curb shall be made over a distance equal to at least four times the difference in height between the full height curb and the depressed curb.

Where combination concrete curb and gutter is constructed across sidewalk curb ramps, the depressed curb shall be in compliance with all applicable requirements of the Americans with Disabilities Act (ADA) and the Proposed Guidelines for Accessible Rights-of-Way (PROWAG).

Where combination concrete curb and gutter is to be constructed adjacent to existing pavement that is not being reconstructed, the void between the existing pavement and the proposed combination concrete curb and gutter shall be filled in with a concrete wedge with a minimum width of 6 in. and a minimum thickness of 8 in. The concrete wedge shall be placed after the combination concrete curb and gutter has been placed and the forms have been removed. The placement of the concrete wedge will not be paid for separately but shall be included in the cost of this item.

Where combination concrete curb and gutter is to be constructed adjacent to proposed sidewalk to be constructed, the combination concrete curb and gutter shall be constructed first and shall be constructed with an integral poured ledge. The ledge shall extend horizontally a minimum of 3 in. from the back of the curb head of the combination concrete curb and gutter. The ledge shall be positioned so that the vertical distance from the top of the ledge to the top of the curb head is equal to the thickness of the proposed sidewalk.

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The ledge shall extend vertically to the bottom edge of the combination concrete curb and gutter. The construction of the integral poured ledge will not be paid for separately but shall be included in the cost of this item.

Expansion joints shall be constructed at 60 ft. maximum centers. Expansion joints shall also be constructed at all construction joints, all points of curvature, all points of tangency, within 5 ft. on either side of all curb structure castings, and at additional locations as directed by the Engineer. Expansion joints shall consist of a 1 in. thick preformed bituminous expansion joint filler that extends the full cross section of the combination concrete curb and gutter. Expansion joint filler material that is larger than the cross section of the combination concrete curb and gutter shall be cut to the exact cross section of the combination concrete curb and gutter. Expansion joints shall have two 18 in. long, No. 6 non-deformed epoxy-coated steel dowel bars placed at mid-depth. The dowel bars shall have a greased plastic expansion cap placed on one end of each dowel bar a minimum of 1 in. from the end of the dowel bar.

Where proposed combination concrete curb and gutter is to be constructed abutting existing combination concrete curb and gutter, the dowel bars shall be drilled into the existing combination concrete curb and gutter. This work will not be paid for separately but shall be included in the cost of this item.

Contraction joints shall be constructed at 15 ft. maximum centers. Where the location of a contraction joint coincides with the location of an expansion joint, the contraction joint may be omitted at the discretion of the Engineer. Contraction joints shall be tooled and sawed. Sawing of contraction joints shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, but in no case shall sawing commence less than 4 hours or more than 24 hours after the concrete is placed. Sawing of contraction joints shall be to a depth equal to $\frac{1}{3}$ the thickness of the gutter flag and to a width of not less than $\frac{1}{8}$ in. Contraction joints shall be sealed according to Article 420.12, except that joints shall be sealed with polysulfide or polyurethane joint sealant.

If Contractor fails to construct joints in accordance with the requirements of this provision and the curb cracks, the Contractor shall remove and replace the affected section of combination concrete curb and gutter extending the full length between the two adjacent joints on either side of the crack. This work will not be paid for but shall be at the Contractor's expense.

Upon removal of the forms from the back of the combination concrete curb and gutter, excavated areas behind the combination concrete curb and gutter shall be immediately backfilled. Areas where pavement or sidewalks are to be constructed shall be backfilled with crushed aggregate of CA-6 or CA-7 gradation and mechanically compacted. Areas where topsoil and sodding are to be placed shall be backfilled with non-organic material acceptable to the Engineer. This work will not be paid for separately but will be included in the cost of this item.

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Basis of Payment. This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12.

PAY ITEM #39 – NON-SPECIAL WASTE DISPOSAL

Description. This work shall consist of the satisfactory disposal of any Non-Special Waste encountered during construction in accordance with Section 669 of the Standard Specifications. In the event that contaminated waste is encountered, the disposal of the material shall be compensated for as NON-SPECIAL WASTE DISPOSAL.

This pay item is for contingency purposes only. The Village reserves the right to increase or reduce the quantity or to delete this pay item from the Contract. The Contractor is not entitled to compensation for any changes in quantities for this pay item.

Work required for the excavation, removal and disposal of uncontaminated material necessary for the construction of the proposed underground utilities shall be considered included in the cost of associated contract pay items.

Basis of Payment. This work shall be paid for at the Contract unit price per cubic yard for NON-SPECIAL WASTE DISPOSAL, which price shall be considered full compensation for all sampling, testing, documentation, coordination, handling and transportation necessary for the disposal of all contaminated material.

PAY ITEM #45 – EXPLORATION TRENCH (SPECIAL)

Description. This work shall consist of constructing a trench for the purpose of locating and inspecting an existing utility or utilities. This work shall be in accordance with Section 213 of the Standard Specifications, except as modified herein.

The exploration trench may be used to locate any existing utility or utilities, including, but not limited to, water mains, water services, sewer mains, sewer services, field tiles, gas lines, underground electric lines, underground telephone lines, underground cable TV lines, underground communication lines, underground fiber optic lines, and other utilities as applicable.

The exploration trench may be used to locate existing utilities regardless of whether the utilities are public or private; known or unknown; or marked or unmarked. The exploration trench may also be used to inspect the condition of existing utilities, determine the material type or dimensions of existing utilities, and to verify clearances between multiple utilities.

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The exploration trench shall be constructed at the locations shown on the plans or as directed by the Engineer. The depth of the exploration trench shall vary as necessary, but shall be sufficient to locate the utility or utilities under investigation. The width of the trench shall be sufficient to allow proper investigation of the entire trench.

Upon completion of the exploration trench, the trench shall be backfilled. All exploration trenches where the inner edge of the trench is within 2 ft of an existing or proposed edge of pavement, driveway, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk shall be backfilled with trench backfill in accordance with Section 208 of the Standard Specifications. Exploration trenches which do not require trench backfill shall be backfilled in accordance with Article 550.07 of the Standard Specifications. Backfilling of exploration trenches will not be measured for payment but shall be included in the cost of this work.

Method of Measurement. The exploration trench will be measured for payment in feet of actual trench constructed, regardless of the depth of the trench constructed. No additional measurement or compensation will be allowed for any delays or unforeseen circumstances arising from this work.

Basis of Payment. This work will be paid for at the contract unit price per foot for EXPLORATION TRENCH (SPECIAL).

PAY ITEM #46 & 47 – WATER MAIN LINE STOP

Description. This work shall consist of the placement of a self-contained unit of the size indicated on the plans for the purpose of installation of a valve and/or other connection with the existing water distribution system without interruption of service. This work shall be performed at the locations shown on the plans and as directed by the Engineer.

The line stop unit shall be a self-contained hydraulic (hand pump operated) ram. The line stopping device shall be of such a design, that when hydraulic pressure is applied, the rubber will expand and conform to the inside diameter of the pipe and tuberculation inside the main (if any) will be moved outside of the sealing area. The line stop shall be of the 'Short Stop' variety which will require removing only the top of the pipe during operation. All fittings shall employ an inside diameter thread, screw-type connection. After insertion of the plug, a screw-on cap shall be used and bolted down. The system shall be capable of containing a water pressure of 150 psi. The line stopping system shall be Hydra-Stop or approved equal. Shop drawings for line stop sleeves shall be submitted for approval by the Engineer prior to delivery to the job site.

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This work shall include all excavation, saw cutting, legal disposal off-site of all excess material, trench backfill, labor, materials and equipment necessary to perform the work as herein specified.

Basis of Payment. This work will be paid for at the contract unit price each for WATER MAIN LINE STOP, of the diameter specified.

PAY ITEM #48 – SANITARY MANHOLES TO BE ADJUSTED

Description. This work shall consist of adjusting sanitary manholes with their existing frame, in accordance with Section 602 of the Standard Specifications and as specified herein.

At locations shown on the plans or as directed by the Engineer, sanitary manholes shall be adjusted with new frame and grates. New frame and grates won't be paid for separately.

Each structure adjustment shall be limited to two adjustment rings. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of the rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

This item shall include the installation of a Certex internal manhole chimney seal to the existing frame conforming to ASTM C-923 or approved equal in accordance with Village Standards. If an internal chimney seal already exists, it shall be removed and replaced unless otherwise directed by the Engineer.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for SANITARY MANHOLES TO BE ADJUSTED.

PAY ITEM #49 – TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

Description. This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection. This work shall be in accordance with Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual of Uniform Traffic Control Devices", the Highway Standards and details contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein.

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The bid price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) shall not exceed 5 percent of the total bid price. If the bid price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) exceeds 5 percent of the total bid price, the Village may reject the Bid.

Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701006, 701301, 701501, 701801, 701901

DETAILS:

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

SPECIAL PROVISIONS (Included in these Special Provisions):

Maintenance of Roadways
Work Zone Traffic Control Surveillance (LRS 3)
Flaggers in Work Zones (LRS 4)

Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets shall be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts, school bus companies, and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets shall be left open to local traffic at the end of each workday.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

Basis of Payment. Traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which price shall include all of the above listed requirements, details, standards, and special provisions.

PAY ITEM #50 – CONSTRUCTION LAYOUT

The Contractor shall be required to furnish and place construction layout stakes for this project. The Engineer will provide adequate reference points to the centerline of survey and benchmarks as shown in the plans and listed herein. Any additional control points

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set by the Engineer will be identified in the field to the Contractor and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 50 ft.) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work substantially conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimension, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the Engineer

- a. The Engineer will locate and reference the baseline.

Locating and referencing the baseline of survey will consists of establishing and referencing the control points of the baseline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.
- b. Benchmarks will be established along the project outside of the construction lines not exceeding 300 m (1,000 ft.) intervals horizontally and 6 m (20 ft.) vertically.
- c. Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- d. The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.
- e. The Engineer will make all arrangements and take all cross sections from which the various pay items are to be measured.

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- f. Where the Contractor, in setting construction stakes, discovers discrepancies, the Engineer will check to determine their nature and make whatever revisions are necessary in the plans, including the recross-sectioning of the area involved. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for in accordance with 109.04 of the Standard Specifications.
- g. It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the Contractor's stakes; however, any errors that are apparent will be immediately called to the Contractor's attention and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.
- h. Where the plan quantities for excavation are to be used as the final pay quantities, the Engineer will make sufficient checks to determine if the work has been completed in substantial conformance with the plan cross sections.

Responsibility of the Contractor

- a. The Contractor shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the Contractor's responsibility to tie in baseline control points in order to preserve them during construction operations.
- b. The Contractor shall be responsible for locating and marking the limits of the project prior to the installation of silt fence.
- c. At the completion of the grading operations, the Contractor will be required to set stakes at 30 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Engineer.
- d. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.

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Basis of Payment: This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

PAY ITEM #51 – DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED

Description. This work shall consist of adjusting catch basins, manholes, valve vaults, and inlets with their existing frame, in accordance with Section 602 of the Standard Specifications and as specified herein. The word STRUCTURE shall be understood to mean catch basin, manhole, valve vault, or inlet as the case may be.

At locations shown on the plans or as directed by the Engineer, structures shall be adjusted with new frame and grates. New frame and grates will not be paid for separately.

Each structure adjustment shall be limited to two adjustment rings. The final ring and rings under 2" on all drainage adjustments shall be rubber. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of the rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED.

PAY ITEM #52 – DRAINAGE STRUCTURE TO BE REMOVED

Description. This work shall consist of removing and disposing of existing catch basins, inlets, or manholes in accordance with Section 605 of the Standard Specifications and as specified herein. The word STRUCTURE shall be understood to mean catch basins, inlets, manholes or valve vaults as the case may be.

Construction Requirements. In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed of sufficient size to remove the structure. If the structure is not to be replaced, the hole left by removing the structure shall be backfilled with mechanically compacted CA-6. This backfill shall be included in the cost for DRAINAGE STRUCTURE TO BE REMOVED.

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Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per each for DRAINAGE STRUCTURE TO BE REMOVED.

PAY ITEM #53 – CLASS B PATCHES, SPECIAL, 7”

Description. This work shall consist of the removal of the existing pavement, the necessary excavation, and the replacement with Portland Cement Concrete patches at designated locations. This work shall be in accordance with Section 442 of the Standard Specifications, except as modified herein.

Remove all references to a specified type or types of patches in the Standard Specifications.

All patches shall be saw cut full-depth prior to removal of the existing pavement. Saw cuts and pavement removal will not be paid for separately, but shall be included in the cost of this work. This work shall include the necessary excavation and removal of any temporary stone or existing subbase/subgrade as necessary to place the permanent patch and subbase granular material.

Removal and disposal of the existing steel reinforcement shall be included in the cost of this item.

Patches shall be constructed with 7” of Portland Cement Concrete placed on 4” subbase granular material (CA-6) in accordance with Sections 1020 and 311 of the Standard Specifications. All reinforcement shall be installed per the IDOT Highway Standards and Section 442 of the Standard Specifications and shall be included in the cost of this item.

When monolithic curb is located within a proposed Class B Patch, the removal and replacement of the monolithic curb shall be measured and paid for separately as COMBINATION CURB AND GUTTER REMOVAL and COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12, respectively.

Class B Patches shall only be constructed across roadways and entrances one half at a time. Class B patches located within intersections shall be constructed so one lane of traffic is open in both the east/west and north/south directions at all times. The Contractor shall make every effort to minimize impacts to private driveway access. The use of steel plates will be allowed during concrete curing times, unless otherwise directed by the Engineer. Class B patches will be permitted to cure for a minimum of 72 hours.

Basis of Payment. This work will be paid for at the contract unit price per square yard for CLASS B PATCHES, SPECIAL, 7”.

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PAY ITEM #54 – CONTINGENCY ALLOWANCE

Description. A contingency allowance pay item is provided as a part of this contract for the purpose of facilitating the completion of unforeseen or additional work not included in the contract as awarded, and which is determined by the Engineer to be necessary and germane to the contract.

Use of the contingency allowance will be at the discretion of the Engineer. The Engineer may, at the Engineer's discretion, use the contingency allowance for any of the following reasons:

- (a) Facilitate a temporary payment allowance to the Contractor for work completed under existing contract pay items and for which completed quantities exceed contract quantities;
- (b) Facilitate a temporary payment allowance to the Contractor for work completed beyond the scope of existing contract pay items; or
- (c) Facilitate a temporary payment allowance to the Contractor for the purchase of equipment, materials or such other requisition as Engineer determines to be necessary for the completion of the Work.

Such use of the CONTINGENCY ALLOWANCE will be further subject to approval by the Village. The Village's decision with regard to use of the CONTINGENCY ALLOWANCE will be final.

- A. Any payments made to Contractor under the CONTINGENCY ALLOWANCE will be considered temporary, and will only be retained by Contractor until such time that an authorization of contract changes can be approved and incorporated into the contract.
- B. Contractor, in accepting payments made under the CONTINGENCY ALLOWANCE, agrees to the terms of this and other applicable special provisions. Contractor agrees to relinquish any monies and any claim to monies paid under the CONTINGENCY ALLOWANCE upon approval of an authorization of contract changes and payment for any work for which payment was previously made under the CONTINGENCY ALLOWANCE. Contractor further agrees to return any monies previously paid thereunder.
- C. The CONTINGENCY ALLOWANCE pay item for this contract has been established with a unit of measurement in dollars, a quantity of 50,000.00, and a contract unit price of one dollar (\$1.00), for a total CONTINGENCY ALLOWANCE contract price of fifty thousand dollars and no cents (\$50,000.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the CONTINGENCY ALLOWANCE.

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Basis of Payment. This work will be paid for at the contract unit price per dollar for CONTINGENCY ALLOWANCE. The total bid amount for this item will be \$50,000.00.

PAY ITEM #55 – PARKWAY RESTORATION – SODDING, SALT TOLERANT

Description. This work shall consist of fertilizing the areas to be sodded and furnishing and placing salt tolerant sod as specified in the plans. All work shall be in accordance with Sections 252 of the Standard Specifications, and as specified herein.

Excess spoil removed from parkways shall be immediately removed from the site and shall at no time be stored on the roadway. All sod shall be placed before the final roadway surface is installed.

Fertilizer nutrients shall be applied in accordance with Section 252.03 of the Standard Specifications and shall be included in the cost for PARKWAY RESTORATION – SODDING, SALT TOLERANT.

Topsoil shall be measured and paid for separately.

Method of Measurement and Basis of Payment. This work shall be measured in place and paid for at the contract unit price per square yard for PARKWAY RESTORATION – SODDING, SALT TOLERANT.

PAY ITEM #56 – PARKWAY RESTORATION – TOPSOIL FURNISH AND PLACE, 4”

Description. This work shall consist of preparing the ground surface and furnishing and applying topsoil to a minimum 4” depth as specified in the plans. All work shall be in accordance with Sections 202 and 211 of the Standard Specifications, and as specified herein.

CONTRACTOR shall locate all buffalo boxes and sanitary cleanouts prior to excavating for topsoil. CONTRACTOR shall place a 4’ lath behind each box and cleanout to identify its location. A list of all b-boxes which cannot be found shall be provided to the ENGINEER.

Any excavation required to trim landscaped areas to the newly required grade shall be included in the cost of this item.

Excess spoil removed from parkways shall be immediately removed from the site and shall at no time be stored on the roadway.

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The topsoil shall be free of large roots, brush, sticks, weeds, stones larger than ½" in diameter and any other litter. The topsoil shall be spread to a smooth compacted uniform thickness of not less than 4".

Sodding shall be paid for separately.

Method of Measurement and Basis of Payment. This work shall be measured in place and paid for at the contract unit price per square yard for PARKWAY RESTORATION – TOPSOIL FURNISH AND PLACE, 4".

PAY ITEM #57 – PARKWAY RESTORATION – TREE MULCH PLACEMENT

Description. This work shall consist of preparing mulch beds around existing trees and the placement of mulch to a minimum 4" depth in accordance with Section 253 of the Standard Specifications. A sample of the mulch shall be provided to the Engineer for approval prior to delivery and use on site.

Proposed mulch beds shall be stripped of all grass and weeds prior to placement of mulch. Mulch beds shall be prepared with a clean edge between the mulch bed and the adjacent sod. Any excess mulch shall be removed from the parkways at the end of construction. At no time should mulch be placed or stockpiled on the roadway pavement.

This item shall only be used for the placement of mulch around existing parkway trees. The placement of mulch around proposed trees shall be included in the cost of the proposed tree.

Method of Measurement and Basis of Payment. This work shall be measured in place and paid for at the contract unit price per square yard for PARKWAY RESTORATION – TREE MULCH PLACEMENT.

PAY ITEM #58 – TREES

Description. This work shall consist of furnishing, transporting, and planting trees as shown on the plans or as directed by the Engineer. The work shall also include all mulching, bracing, wrapping, watering, weeding, replacement of trees when required, and all work described. This work shall be in accordance with Section 253 of the Standard Specifications, except as modified herein.

Materials. Trees shall be one of the following species:

Sugar maple	Norway maple	Scarlet (red) maple
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Crimson King maple	American linden	European linden
Busiman elm	Liberty elm	Accolade elm
Triumph elm	Gingko	Kentucky Coffee
Pin oak	Red oak	Swamp white oak
Hackberry tree	Tulip tree	Beech tree
Sweet Gum tree	Skyline locust	

In addition to the species specified above, crab trees may also be designated for planting if, in the opinion of the Engineer, there is insufficient vertical clearance for satisfactory growth of any of the trees listed above.

Trees shall be balled and burlapped. Trees shall be a minimum diameter of 2 in caliper.

Watering bags shall be Treegator Original Slow Release Water Bags, or approved equal.

Construction. Trees shall be planted a minimum of 45 ft from any other parkway trees, a minimum of 15 ft from all driveway aprons, a minimum of 50 ft from all right-of-way corners, and a minimum of 100 ft from all stop signs.

Trees shall be braced immediately following planting.

Trees shall be mulched within 24 hours of planting.

All trees planted under this contract shall be furnished with a watering bag. Watering bags shall be installed within 24 hours of planting of the tree and shall be installed in accordance with the manufacturer's specifications. Contractor shall keep watering bags filled for a period of not less than 90 days, or until temperatures drop below freezing, whichever comes first.

Watering bags shall become the property of the Owner.

Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees will be measured as each individual plant.

Basis of Payment. This work will be paid for at the contract unit price per each for TREES, regardless of the species. Payment will be made according to the following schedule.

- (a) Initial Payment. Upon completion of planting, mulch covering, wrapping, and bracing, 50 percent of the pay item(s) will be paid.

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- (b) Final Payment. Upon inspection and acceptance of the plant material the remaining 50 percent of the pay item(s) will be paid.

PAY ITEM #59 – PRE-CONSTRUCTION VIDEO RECORDING

Description. This work shall consist of performing color video and audio recording of the project area and other areas which may be impacted by construction.

Pre-construction video recordings will include coverage of the project area and all other areas which may be impacted by construction. Video recordings will also include construction easements when applicable. Video recordings will provide a visual record of all physical features within those areas, including, but not limited to, roadways, pavements, curbs, gutters, driveways, driveway aprons, sidewalks, carriage walks, parkways, trees, landscaping, shrubbery, plantings, landscaping walls, retaining walls, signs, sign posts, fences, utility poles, light poles, utilities, equipment, manholes, b-boxes, cleanouts, valves, curb structures, pipelines, buildings, mailboxes, and any other features located within the project area.

Video recordings will begin with an audio narrative which provides the current date and time, the name of the Village and name of project, and a description of both the starting location and the location or locations to be recorded, including street name or names, street addresses, and any additional information which may be necessary to describe the location and subject of viewing.

Video recordings will maintain viewer orientation by means of an audio commentary in the audio track of each video recording which provides an explanation of what is being viewed; and by videotaping landmarks and readily identifiable objects, including property addresses, street signs, or other appropriate objects, at appropriate intervals.

Pre-construction video recordings will be recorded at a rate of travel not exceeding 50 feet per minute, and zooming and panning rates will be controlled to provide clarity of features during playback. The finished product will be provided with bright, clear pictures and accurate colors free from distortion, tearing, rolls, or other forms of picture imperfection. The audio will have proper volume and clarity. All recordings will be performed at times of satisfactory visibility, and when no more than 10 percent of ground is obscured by snow, leaves, or other cover.

If any element within or portion of the project area is not adequately documented by the pre-construction video recording so as to definitively demonstrate its condition prior to the start of construction, Contractor will assume responsibility for the repair, restoration or replacement of that element or portion of the project area. Such repair, restoration or replacement will be to equal or better condition than previously existing, and will further comply with all standards and provisions which govern the work in question.

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Schedule. Preconstruction video recording will be performed according to the following schedule:

- (a) Pre-construction video recording will be completed after a Notice to Proceed has been issued.
- (b) Pre-construction video recording will be completed after the Joint Utility Locating Information for Excavators (JULIE) request for the project area has cleared.
- (c) Pre-construction video recording will be completed before any equipment, materials, or other items are delivered to the site.
- (d) Pre-construction video recording will be completed no more than 7 chargeable days prior to the start of construction.
- (e) Pre-construction video recording will be completed, the required pre-construction video recording deliverables will be submitted to the Engineer, and the Engineer will review and issue written approval of the pre-construction video recording before any activity other than utility locating will be permitted to start. Such activity will include, but not be limited to, delivery of materials and equipment, installation of traffic control and erosion control, and completion of construction layout and tree protection. No days will be charged against the contract time while the video is under review by the Engineer, including the day the deliverables are submitted and the day a response is provided. If the pre-construction video recording or any portions thereof are rejected, the contract time will commence to run until revisions are submitted.
- (f) Pre-construction video recording will be submitted to Engineer for review prior to commencement of any construction, and receive acceptance of recordings prior to commencement of construction. Any areas found not acceptable to the Owner will be re-recorded at no additional cost to the contract.

Deliverables. Video will be high-definition, with a minimum resolution of 1280 × 720 pixels per frame. Video will be filmed in a landscape aspect ratio. Video filmed in a portrait aspect ratio will be considered unacceptable and will be rejected.

Preconstruction video recordings will be provided as electronic files of .avi, .mp4, .m4v, .mkv, .wmv, or .mpg file format, or of such other file format as may be approved by Engineer. Preconstruction video recordings will be provided as independent digital container format files, which container files will include all video, audio, and other electronic information necessary to view the preconstruction video recording as intended.

Video DVD will be considered an unacceptable format for providing preconstruction video recordings, and will be rejected.

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Pre-construction video recording electronic files will be provided on a portable electronic media device or devices of one of the following types: USB flash drive, SD flash memory card, CF flash memory card, data DVD, external hard drive, or such other portable electronic media device as may be approved by Engineer. Preconstruction video recording electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online or network file transfer methods if approved by Engineer.

Pre-construction video recording electronic files will be accompanied by corresponding logs which document the dates, times, and locations covered by each preconstruction video recording electronic file.

Contractor shall maintain copies of all items submitted to Engineer for Contractor's own use and record.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of the individual components of this effort.

Basis of Payment. Pre-construction video recording will be paid for at the contract lump sum price for PRE-CONSTRUCTION VIDEO RECORDING.

PAY ITEM #60 – PROJECT SIGN

Description: This work shall consist of furnishing, fabricating and installing project sign(s) in accordance with Section 720 of the Standard Specifications. The layout of the sign and the location of the sign shall be coordinated and approved by the VILLAGE prior to fabrication. Shop drawings of the sign and assembly shall be submitted to the ENGINEER for approval. This work shall also include posting a jobsite bulletin board at the project site to remain for the duration of the project. The bulletin board shall include emergency contact information, directions to the nearest hospital, and all applicable equal opportunity notices for employees required by the County.

Materials: The sign shall be 3 feet high and 4 feet wide constructed from 0.125 in. thick aluminum sheeting. The minimum letter height shall be 2 inches. The sign shall be fabricated using Type AP white sheeting for the background with black vinyl or black opaque ink for the letters and symbols. The bottom of the sign shall be six feet above ground. The sign shall be mounted using two Type A sign posts in accordance with Section 729 of the Standard Specifications.

DuPage County CDBG Sign

The sign shall include the following language:

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“Funding for this project has been provided, in part, by the DuPage Community Development Commission from the U.S. Department of Housing and Urban Development’s Community Development Block Grant Program.”



The sign shall be erected for the duration of construction. Upon completion of the project, the sign and posts shall be removed and shall remain property of the Village.

This item shall include all excavation, posts, restoration and all material, equipment, and labor required to complete the work specified herein.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of the individual components of this effort.

Method of Measurement and Basis of Payment: This work shall be paid for at the contract lump sum price for PROJECT SIGN.

PAY ITEM #61 – SANITARY SERVICE CONNECTION

Description. This work shall consist of constructing a new sanitary sewer service connection at the locations shown on the plans, or as directed by the Engineer. This work shall be in accordance with Section 563 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Materials. Tees / wyes shall be polyvinyl chloride (PVC).

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Sanitary sewer main pipe shall be polyvinyl chloride (PVC) conforming to ASTM D-2241 with a Standard Dimension Ratio (SDR) equal to 26 and gasketed joints conforming to ASTM D-3212.

Sanitary sewer service line pipe shall be polyvinyl chloride (PVC) conforming to ASTM D-2241 with a Standard Dimension Ratio (SDR) equal to 26 and gasketed joints conforming to ASTM D-3212.

Pipe couplings shall be Fernco Shielded RC Series Couplings, Mission Rubber Company Flex-Seal ARC Sewer Repair Couplings, or approved equal. Pipe couplings shall be non-shear and shall be equipped with stainless steel bands.

Construction. The exact locations of existing sewer and sewer connections are to be verified in the field by the CONTRACTOR. The Village will not mark locations of existing sanitary services.

The CONTRACTOR shall install a new polyvinyl chloride tee fitting at the location of the connection to the existing sewer main, and shall remove and replace, if necessary, a sufficient length of existing service pipe to re-establish the service. All connections to existing pipes shall be made with non-shear mission couplings. The existing sanitary sewer main shall be cut by an approved method.

Excavation, bedding, and backfilling will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each sanitary sewer service connection installed.

Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY SERVICE CONNECTION.

PAY ITEM #62 – SANITARY SERVICE REPLACEMENT

Description: This work shall consist of the complete removal or abandonment of existing service as directed by the ENGINEER and replacing and reconnecting a new PVC, SDR-26 (ASTM D2241) sanitary service to the existing sanitary sewer.

New sanitary service pipe should be cut in cleanly at the minimum distance from the conflicting improvement that provides for elimination of the conflict, or a location determined by the ENGINEER. A rubber, non-shear mission coupling with stainless steel bands should be used to affect the connection between new service and existing service pipes.

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Sanitary services shall be connected to existing or proposed sanitary sewers where shown on the plans. The exact locations of existing sewer and sewer connections are to be verified in the field by the CONTRACTOR. The Village will not mark locations of existing sanitary services, and the locating of existing services shall be the responsibility of the CONTRACTOR. The slope from the right-of-way to the sewer connection shall be continuous and constant, except as otherwise authorized by the ENGINEER. The CONTRACTOR shall be responsible for verifying the elevation and slope of the proposed service prior to the installation of each service.

The CONTRACTOR shall install a new polyvinyl chloride tee fitting at the location of the connection on the mainline sanitary sewer. When connecting sanitary services to existing mainline sewers, installation of this fitting shall be paid for as SANITARY SERVICE CONNECTION.

The services shall be replaced from the new fitting at the mainline sanitary sewer to the right-of-way line, using SDR-26 polyvinyl chloride pipe conforming to ASTM D2241 of the same diameter as the existing connection. The CONTRACTOR is to ensure positive flow from the right-of-way to the connection to the mainline sewer.

For instances where the existing sanitary sewer service pipe is excavated and found to be 4-inches in diameter, or less, the sewer service pipe shall be replaced with 6-inch PVC, SDR-26 between the wye or tee connection at the sewer main and the cleanout connection at the property line, or as otherwise directed by the Engineer. Connection to the existing 4-inch (or less) diameter sewer service pipe shall be made using a transitional coupling in conformance with the requirements specified above.

Existing services shall be removed or abandoned in accordance with ABANDON EXISTING SEWERS AND WATER MAIN or EXISTING SEWER REMOVAL. Any holes in existing manholes or pipes that result from abandoning or removing sanitary services shall be plugged in accordance with PLUGGING EXISTING MANHOLES AND PIPES.

Backfill shall be in accordance with Section 208 of the Standard Specifications and shall be paid for as TRENCH BACKFILL.

Method of Measurement and Basis of Payment. Pay limits for removal and replacement of sanitary services for this item shall extend from the connection at the sanitary main to the existing right-of-way. This work will be measured and paid for at the contract unit price per foot for SANITARY SERVICE REPLACEMENT, regardless of service diameter.

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PAY ITEM #63 – SANITARY SEWER SERVICE CHECK VALVE

Description. This work shall consist of furnishing and installing a sewer service check valve on a new or existing sewer service line at the locations shown in the plans or as directed by the Engineer. This work shall be in accordance with Section 563 of the Standard Specifications and with the Water and Sewer Specifications, except as modified herein.

This work may consist of the standalone installation of a sewer service check valve on an existing sanitary sewer service line; the installation of a sewer service check valve on a new sanitary sewer service line in conjunction with the installation of the new sanitary sewer service line; the standalone installation of a sewer service check valve on an existing storm sewer service line; or the installation of a sewer service check valve on a new storm sewer service line in conjunction with the installation of the new storm sewer service line.

Materials. Sewer service check valves shall be RectorSeal Clean Check Extendable Backwater Valve, 6" PVC, Model #31805, or approved equal.

Sewer service check valve riser pipes shall be polyvinyl chloride (PVC) of the diameter and type required.

Sewer service line pipe shall be polyvinyl chloride (PVC) conforming to ASTM D-2241 with a Standard Dimension Ratio (SDR) equal to 26 and gasketed joints conforming to ASTM D-3212. Sewer service line pipe shall be of the same diameter as the sewer service line on which the sewer service check valve is to be installed. All supplied pipe shall be from the same manufacturer.

Pipe couplings shall be Fernco Shielded RC Series Couplings, Mission Rubber Company Flex-Seal ARC Sewer Repair Couplings, or approved equal. Pipe couplings shall be non-shear and shall be equipped with stainless steel bands.

Construction. The sewer service check valve shall be located a minimum of 12 in. behind the back of the public sidewalk. Where a sewer service check valve is installed in combination with a sewer service cleanout, the sewer service cleanout shall be located a minimum of 12 in. behind the back of the public sidewalk and the sewer service check valve shall be located on the building side of the sewer service cleanout immediately upstream of the sewer service cleanout. The height of the check valve riser pipe shall be such that the top of the sewer service check valve is ½ in. below finished grade.

The check valve shall be assembled and installed in accordance with the manufacturer's specifications. Contractor shall provide all materials, fittings, and adapters necessary to assemble the check valve and to connect it to the sewer service

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line. Following installation, the check valve shall be tested by the Contractor to confirm that there is positive flow through the sewer service line and check valve towards the sewer main.

Excavation, bedding, and backfilling (including trench backfill) will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each sewer service check valve installed, regardless of the depth, whether the check valve is installed on an existing sewer service line or a new sewer service line, whether the cleanout is installed on a sanitary sewer service or a storm sewer service, or any other factors. No separate measurement will be made of pipe, fittings, couplings, or other components.

Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY SEWER SERVICE CHECK VALVE.

PAY ITEM #64 – SANITARY SEWER SERVICE CLEANOUT

Description. This work shall consist of furnishing and installing a sewer service cleanout on a new or existing sewer service line at the locations shown in the plans or as directed by the Engineer. This work shall be in accordance with Section 563 of the Standard Specifications and with the Water and Sewer Specifications, except as modified herein.

This work may consist of either the standalone installation of a sewer service cleanout on an existing sanitary sewer service line; the installation of a sewer service cleanout on a new sanitary sewer service line in conjunction with the installation of the new sanitary sewer service line; the standalone installation of a sewer service cleanout on an existing storm sewer service line; or the installation of a sewer service cleanout on a new storm sewer service line in conjunction with the installation of the new storm sewer service line.

Materials. Sewer service cleanouts shall be polyvinyl chloride (PVC) of the diameter and type required.

Sewer service cleanout riser pipes shall be polyvinyl chloride (PVC) of the diameter and type required.

Sewer service line pipe shall be polyvinyl chloride (PVC) conforming to ASTM D-2241 with a Standard Dimension Ratio (SDR) equal to 26 and gasketed joints conforming to ASTM D-3212. Sewer service line pipe shall be of the same diameter as the sewer service line on which the sewer service cleanout is to be installed. All supplied pipe shall be from the same manufacturer.

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Pipe couplings shall be Fernco Shielded RC Series Couplings, Mission Rubber Company Flex-Seal ARC Sewer Repair Couplings, or approved equal. Pipe couplings shall be non-shear and shall be equipped with stainless steel bands.

Construction. The sewer service cleanout shall be located a minimum of 12 in. behind the back of the public sidewalk. The height of the cleanout riser pipe shall be such that the top of the sewer service cleanout is ½ in. below finished grade.

Excavation, bedding, and backfilling (including trench backfill) will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each sewer service cleanout installed, regardless of the depth, whether the cleanout is installed on an existing sewer service line or a new sewer service line, whether the cleanout is installed on a sanitary sewer service or a storm sewer service, or any other factors. No separate measurement will be made of pipe, fittings, couplings, or other components.

Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY SEWER SERVICE CLEANOUT.

PAY ITEM #65 – SANITARY SEWER SERVICE FRAME AND LID

Description. This work shall consist of furnishing and installing a frame and lid on a new or existing sewer service cleanout or on a new or existing sewer service check valve at locations where such cleanout or check valve is located within proposed pavement, at the locations shown on the plans, or as directed by the Engineer. This work shall be in accordance with Section 563 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Materials. Sewer service frames and lids shall be Neenah R-1975-A2 or approved equal.

Construction. The sewer service frame and lid shall be located such that no portion of the frame when plumb is less than 12 in. from any edge of the adjacent pavement. The height of the sewer service frame and lid shall be such that the top of the sewer service frame and lid is ¼ in. below the finished grade of the adjacent pavement.

Excavation, bedding, and backfilling will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each sanitary sewer service frame and lid installed.

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Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY SEWER SERVICE FRAME AND LID.

PAY ITEM #66 – SHUTDOWN WATER MAIN CONNECTION

Description. This work shall consist of making non-pressure, cut-in connections to existing water mains. This work shall be in accordance with Section 561 and Section 563 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Materials. Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with gasketed bell and spigot type push-on joints conforming to ANSI/AWWA C111/A21.11, of the diameter required. Pipe shall have an interior cement mortar lining conforming to AWWA C104.

Water main fittings shall be ductile iron conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings shall be cement mortar lined and tar coated in accordance with AWWA C104. Fittings shall have mechanical joint end connections unless otherwise specified. Fittings shall include tees, crosses, reducers, and all other fittings as may be necessary to construct a connection to an existing water main.

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

Tie rods shall be stainless steel threaded rods $\frac{3}{4}$ in. diameter.

All bolts, tie rods, nuts, washers, and other hardware and fasteners to be installed below grade shall be stainless steel. Bolts and tie rods shall be Type 304 stainless steel. Nuts and washers shall be Type 300 stainless steel.

Construction. The connection to the existing water main shall be accomplished by the use of fittings of the proper types and sizes, sections of new water main pipe of the proper lengths and diameters, water main couplings of the proper sizes, and mechanical joint restraints. The connection shall be made in the most direct configuration possible. The connection may be made to the existing water main or to existing valves or fittings.

All pipe and fittings shall be disinfected prior to their installation in accordance with the Water and Sewer Specifications.

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The water main pipe and fittings shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the water main pipe and fittings.

Thrust blocking of all fittings shall be in accordance with Article 41-2.08 of the Water and Sewer Specifications and the details in the plans.

Excavation, bedding, and backfilling will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each connection made, regardless of the depth of the connection, the number or type of fittings required, the size of water main, or any other factors. No separate measurement will be made of pipe, fittings, couplings, hardware, or any other components.

Basis of Payment. This work will be paid for at the contract unit price per each for SHUTDOWN WATER MAIN CONNECTION.

PAY ITEM #67 - STORM SEWERS, PVC

Description. This work shall consist of constructing Polyvinyl chloride pipe storm sewers on granular bedding as shown on the plans in accordance with the detail in the plans, Section 550 of the Standard Specifications, and as specified herein. Storm Sewers shall have a standard dimension ratio (SDR) of 26, with push-on joints.

Materials. Storm sewers shall be polyvinyl chloride and shall conform to ASTM D-2241, SDR 26, with joints conforming to ASTM D-3212 or D-2855.

Construction Requirements. Storm sewers shall be installed on a minimum of 4-inches of granular bedding. Once the pipe has been installed the Contractor shall place bedding to 12-inches over the crown of the pipe. Bedding material will not be paid for separately but shall be included in the cost of this item.

Connections to the existing drainage system (pipes or structures) and all material and equipment required to make the connections shall be included in the cost of this item. Connections to existing sewer pipe shall be made with Non-Shear couplings, Fernco Strongback RC Series or equal. The couplings shall be equipped with stainless steel bands.

Trench backfill shall be placed over the bedding material and shall be paid for as TRENCH BACKFILL.

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Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per lineal feet for STORM SEWERS, PVC, of the diameter specified.

PAY ITEM #68-70 – STORM SEWERS, RUBBER GASKET, CLASS A

Description. This work shall consist of constructing reinforced concrete pipe storm sewers on granular bedding as shown on the plans in accordance with the detail in the plans, Sections 550 and 1042 of the Standard Specifications, and as specified herein.

Materials. Storm sewers shall be reinforced concrete pipe in accordance with Section 1042 of the Standard Specifications with rubber gasket joints meeting ASTM C-443. Bedding material shall be crushed gravel or stone meeting gradation CA-7 or CA-11.

Construction Requirements. Storm sewers shall be installed on a minimum of 4-inches of granular bedding. Once the pipe has been installed the Contractor shall place bedding to 12-inches over the crown of the pipe. Bedding material will not be paid for separately but shall be included in the cost of this item.

Connections of proposed sewer to existing sewers shall be made with non-shear mission couplings or a method approved by the Engineer. Connections to the existing drainage system and all material and equipment required to make the connections shall be included in the cost of this item.

Trench backfill shall be placed over the bedding material and shall be paid for as TRENCH BACKFILL.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per lineal feet for STORM SEWERS, RUBBER GASKET, CLASS A, of the type and diameter specified.

PAY ITEM #71-73 - STORM SEWER ADJACENT TO OR CROSSING WATER MAIN

Effective: February 1, 1996
Revised: January 1, 2007

Description. This work consists of constructing storm sewer adjacent to or crossing a water main, at the locations shown on the plans. The material and installation requirements shall be according to the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section

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550 of the Standard Specifications; which may include concrete collars and encasing pipe with seals if required.

Materials. Pipe materials shall meet the requirements of Sections 40 and 41-2.01 of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, except PVC pipe will not be allowed. Ductile-Iron pipe shall meet the minimum requirements for Thickness Class 50.

Encasing of standard type storm sewer, according to the details for “Water and Sewer Separation Requirements (Vertical Separation)” in the “STANDARD DRAWINGS” Division of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, may be used for storm sewers crossing water mains.

Basis of Payment. This work will be paid according to Article 550.10 of the Standard Specifications, except the pay item shall be STORM SEWER (WATER MAIN REQUIREMENTS), of the diameter specified.

PAY ITEM #74 – TEMPORARY STONE

Description. This work shall consist of furnishing, placing, compacting, maintaining, relocating and disposing of temporary stone for the purposes of maintaining vehicular/pedestrian access, property access and general safety throughout the site, as directed by the Engineer. TEMPORARY STONE shall be utilized to provide temporary access to driveways, sidewalks/curb ramps and roadways and shall be utilized to backfill all trenches and excavations at the end of each business day, in accordance with the Special Provision for PUBLIC CONVENIENCE AND SAFETY and as directed by the Engineer.

TEMPORARY STONE shall be constructed of aggregate in accordance with the applicable portions of Section 351 of the Standard Specifications and to the dimensions determined by the Engineer. The coarse aggregate shall be crushed stone or crushed gravel, gradation CA-6. HMA grindings shall also be acceptable.

Recycled CA-6 will be allowed for use as TEMPORARY STONE, but will not be allowed for use under curb and gutter, sidewalks, driveways, etc.

TEMPORARY STONE may not be reused as TRENCH BACKFILL without the prior approval of the Engineer.

Construction. This work shall be maintained and kept in a satisfactory condition. Any deficiencies will be reported to the Contractor by the Engineer and shall be restored to satisfactory condition within 1 hour. If the access and/or condition is not made satisfactory within the 1 hour, the Village will charge liquidated damages in the

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amount of \$300.00 per hour (minimum charge of two hours plus materials) from the time of initial notice until the correction is accepted.

Basis of Payment. This work will be paid for at the contract lump sum price for TEMPORARY STONE, which price shall be payment in full for furnishing, transporting, placing, maintaining and removing, reusing or disposing of the aggregate, as herein specified and as directed by the Engineer.

PAY ITEM #75 – VALVE BOXES TO BE ABANDONED

Description. This work shall consist of abandoning valve boxes in accordance with Section 605 of the Standard Specifications, as shown on the plans and as designated by the Engineer.

The Contractor shall remove the top section of the existing valve box to an elevation of at least 3 feet below the existing ground, and fill the valve box with compacted sand or flowable fill.

In paved areas, the void above the abandoned structure shall be backfilled with trench backfill to the top of the existing pavement as directed by the Engineer. Backfilling abandoned valve boxes in paved areas, shall have the cost of the backfill, including trench backfill, included in the cost of this item.

In unpaved areas, the void above the abandoned valve box shall be filled with suitable fill and a minimum of 4 inches of topsoil, and restored in accordance with PARKWAY RESTORATION – SODDING, SALT TOLERANT. Backfilling abandoned valve boxes in unpaved areas shall be paid as PARKWAY RESTORATION – TOPSOIL FURNISH AND PLACE, 4”.

Basis of Payment. The work specified above shall be paid for at the contract unit price each for VALVE BOXES TO BE ABANDONED.

PAY ITEM #76 – WATER SERVICE (LEAD) – ASBESTOS ABATEMENT

Description. This pay item is a contingency item to be used in the event that asbestos is encountered during private lead service replacement work within building interiors. This work shall consist of removing and disposing friable and non-friable asbestos within the limits of the water service replacement and shall be done according to the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), Illinois Department of Health (IDPH) and the Occupational Safety and Health Administration (OSHA).

The work shall be performed by a Contractor or subcontractor prequalified with the

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Illinois Capital Development Board.

Asbestos abatement is anticipated to be limited to 3 square feet or less. Post asbestos abatement air testing will not be required. Asbestos abatement permitting will not be required. However, should extenuating circumstances require the asbestos abatement to exceed 3 square feet, the Village will compensate the Contractor accordingly for any permit fees and air testing as required by the State of Illinois. The Village shall be notified in advance of any abatement work anticipated to exceed 3 square feet.

Method of Measurement. The removal of asbestos shall be measured per Each property for WATER SERVICE (LEAD) – ASBESTOS ABATEMENT. No separate measurement shall be made for the labor, materials, equipment and proper disposal of asbestos material required for this work.

Basis of Payment. This work shall be paid for at the contract unit price per Each for WATER SERVICE (LEAD) – ASBESTOS ABATEMENT. Only one WATER SERVICE (LEAD) – ASBESTOS ABATEMENT each will be eligible for payment per address.

PAY ITEM #77 – WATER SERVICE (LEAD) – INTERIOR RESTORATION

Description. This work consists of the interior restoration of buildings to repair any damages caused by the lead water service replacement work.

General. Interior restoration shall include removal, disposal, and replacement of structural components of the flooring and/or walls as well as restoration of flooring materials, drywall, trim, paint, etc. The interior of each building shall be restored to preconstruction conditions or better. Contractor shall be responsible for documenting the pre-project condition of each building.

Videotaping (Interior and Exterior). The Contractor shall prepare preconstruction and post-construction video documentation of all home interior and exterior features that will be affected by lead water service replacements.

Video Requirements. Video camera recorders shall be HD format equipment. Preconstruction and post-construction video documentation shall consist of a series of high-resolution color audio-video tapes. All pertinent exterior features within the construction's zone of influence shall be shown in sufficient detail to document their preconstruction and post-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, landscape retaining walls, buildings, landscaping trees, shrubbery, fences, light posts, etc. View orientation shall commentary on the audio track of each video to help explain what is being viewed.

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The Contractor will be held liable for any damages that are not shown on the pre-construction video.

For interior videotaping, the Contractor shall document all areas affected by the proposed work including existing foundation or slab cracks, or other existing damage. Video shall also be obtained following restoration of the building interior.

Deliverable. The Contractor shall provide two thumb drives each of the preconstruction and post-construction videos to the Engineer. Any video(s) that is/are deemed incomplete (or of poor quality) by the Engineer shall be corrected by the Contractor.

All labor, materials and equipment necessary to completely restore the interior of buildings with interior lead service replacement work to preconstruction conditions or better as specified shall be included in this item. All pre and post construction videotaping shall be included in this item.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per each building/residence as WATER SERVICE (LEAD) – INTERIOR RESTORATION.

PAY ITEM #78 – WATER SERVICE CURB BOX

Description. This work shall consist of furnishing and installing water service curb boxes and removal of the existing water service curb boxes. This work shall be in accordance with Section 561, Section 562, Section 563, and Section 565 of the Standard Specifications and with the Water and Sewer Specifications, except as modified herein.

This work may consist of either the standalone installation of a water service curb box on an existing water service, or the installation of a water service curb box on a new water service in conjunction with the installation of the new water service.

Materials. Curb boxes shall be Mueller extension type curb box Model H-10302 with Minneapolis pattern base, 1-½ in. inside diameter, and 2-½ in. base tapping diameter.

All bolts, tie rods, nuts, washers, and other hardware and fasteners to be installed below grade shall be stainless steel. Bolts and tie rods shall be Type 304 stainless steel. Nuts and washers shall be Type 300 stainless steel.

All materials furnished as a part of this work shall comply with the latest requirements of the Federal Safe Drinking Water Act.

Construction. The water service curb box shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the water service line and fittings.

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Contractor shall furnish and install a new curb box. Contractor shall remove the existing curb box if present. Contractor shall install a piece of lath or timber marked with blue paint adjacent to the new curb box to identify its location until final restoration takes place. Contractor shall adjust the new curb box to finished grade immediately before the placement of sodding or seeding, or the completion of any other final restoration measures. Contractor shall remove the lath or timber after the completion and acceptance of final restoration measures.

Excavation, bedding, and backfilling will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each water service curb box installed, regardless of the depth of the connection, the number or type of fittings required, or any other factors. No separate measurement will be made of fittings, couplings, hardware, or any other components or the removal of the existing water service curb box.

Basis of Payment. This work will be paid for at the contract unit price per each for WATER SERVICE CURB BOX.

PAY ITEM #79 – WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT

Description. This work shall consist of the replacement of lead water services on the private side of the curb stop as designed herein.

General. Where existing lead services are encountered on private property, exterior private water services shall be completely replaced regardless of whether the existing service is located in the front yard or side yard. For any property where an existing private lead water service is encountered, the service shall be replaced as follows:

1. Where the water meter is located inside the house, the private service shall be replaced from the b-box to the existing shut-off valve or 18-inches inside of the house. If there is no shut-off valve, the Contractor shall install a valve that meets the requirements of the current Illinois Plumbing Code. Water meters shall not be replaced.
2. Where the water meter is located outside the house, the lead service shall be replaced from the b-box, thru the meter, to the nearest interior shut off valve or 18 inches inside of the house, whichever is closer. If there is no shut-off valve, the contractor shall install a valve that meets the requirements of current Illinois Plumbing Code. The water meter shall not be replaced.

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Construction Requirements. All work shall be performed in accordance with ANSI/AWWA Standard C810-17, Replacement and Flushing of Lead Service Lines and the Illinois Plumbing Code.

The Contractor shall install the water service pipe to the water meter by method of trenchless installation. The water service shall be one continuous length. The use of couplings, joints, etc. will not be allowed. If the Contractor plans on using the pipe pulling method, he/she shall have a horizontal directional drill on site in the event the pipe pulling method is unsuccessful. Upon approval of the Engineer, the Contractor may install the water service pipe in an open trench. If an open trench is utilized, the trench shall be backfilled with excavated material. The excavated material shall be compacted in 12-inch lifts to the satisfaction of the Engineer.

The water service material shall be 1-inch diameter Type K copper. Splicing of the water service pipe will not be permitted.

Coring of concrete floor slabs and foundation walls shall comply with the

following: Coring of Concrete Floor Slabs

For buildings without basements, the Contractor shall core drill the concrete floor slab to allow for penetration of the water service pipe. The use of breakers or concrete saws to cut through the floor slab will not be allowed. The Contractor shall exercise caution to prevent damage to the floor slab caused by the coring operation. After all work is completed, the cored hole shall be completely sealed with hydraulic cement to prevent water infiltration. The hydraulic cement shall be a high-quality, engineer approved material.

Coring of Foundation Walls

For houses with basements, the service will be installed through the foundation/basement wall in lieu of the basement floor unless otherwise directed by the Engineer. The Contractor will be allowed to core drill through the basement wall as part of the same trenchless installation operation of the private service. If the Contractor is unable to perform this task, either by lack of satisfactory performance (as determined by the Village) or existing condition limitations, the service will be installed through the basement wall as follows:

An exterior pit shall be hand excavated. Hydro excavation will not be allowed. The Contractor shall core drill the existing foundation wall to allow for the penetration of the water service pipe.

The interior and exterior of the cored hole shall be completely sealed with hydraulic cement to prevent water infiltration. The hydraulic cement shall be a high-quality, engineer approved material. If the cored hole is exposed on the outside of the building,

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a coating of roof cement shall be added to the exterior of the foundation wall and should completely coat the seams of the cored hole. The Contractor shall exercise caution to prevent damage to the foundation caused by the coring operation. Upon completion of all work, the exterior pit shall be backfilled with excavated material compacted in 12-inch lifts.

The existing water meter shall remain and shall not be removed. All material necessary to connect the new water service to the existing plumbing shall be provided and installed by the Contractor's licensed plumber. All interior water service pipe material shall be type "L" copper pipe; 1-inch diameter on the upstream side of the meter; ¾-inch size (or match existing) on the downstream side of the meter, as necessary. The Contractor is responsible for any modifications to the interior plumbing necessary to install the new water service.

The Contractor shall be responsible for removing and properly disposing of any debris generated by the work on the interior and exterior of the home, including any obsolete lead plumbing material generated by the internal plumbing work. If it is necessary to move fixtures to complete the work, they shall be placed in their original location after completion of the work.

This work shall also include abandoning the exterior lead water service. The lead water service line shall be cut, capped, and abandoned in place.

Restoration. All landscape and hardscape removal and restoration shall be included in this item. This shall include, but not be limited to, removal and replacement of existing decks, sidewalks, patios, decorative landscaping, grassed areas, walkways, trees, bushes etc., required to install the private water service. No separate payment shall be allowed for these items and the Village's intent is to minimize private property impacts through the use of trenchless installations. All private property shall be restored to pre-construction conditions or better. All grassed areas shall be restored with a minimum of 4" of topsoil and sodding, unless otherwise directed by the Engineer. Sodding (including supplemental watering) shall be completed as specified for PARKWAY RESTORATION – SODDING, SALT TOLERANT and PARKWAY RESTORATION – TOPSOIL FURNISH AND PLACE, 4", except that the work shall be included in the cost of WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT and will not be paid for separately.

The private water layout shall be approved by the Engineer prior to installation. The bid price for this item shall include the cost of all work to be done on private property for each private water service.

The public portion of the water service (i.e. portion located with the public ROW) shall be installed and paid for in accordance with the special provision for WATER SERVICE LINE (PUBLIC).

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Basis of Payment. This work shall be paid for at the contract unit price per foot for WATER SERVICE LINE (PRIVATE) – LEAD SERVICE REPLACEMENT.

PAY ITEM #80 & 81 – WATER SERVICE LINE (PUBLIC)

Description. This work shall consist of installing new copper water service connections and lines, complete in place from the water main to the existing water service line behind the curb stop, as shown on the plans or as directed by the Engineer. This work shall also include removing or abandoning the existing water service line. This work shall be in accordance with Section 561, Section 562, Section 563, and Section 565 of the Standard Specifications and with the Water and Sewer Specifications, except as modified herein.

Short water services shall be defined as those services for properties which are located adjacent to the half of the right-of-way where the water main is located. Long water services shall be defined as those services for properties which are located adjacent to the half of the right-of-way opposite where the water main is located.

Materials. Water service line pipe shall be Type “K” seamless copper water tubing conforming to ASTM B88, of the diameter specified. The pipe shall be marked with the manufacturer’s name or trademark and with markings indicating the type of the pipe.

Corporation stops shall be Mueller 300 Ball Corporation Valve Model B-25000 with AWWA taper (Mueller “CC”) thread inlet and copper flare straight connection outlet.

Curb stops shall be Mueller 300 Ball Curb Valve Model B-25154 with copper flare nuts on both ends, quarter turn check, and Minneapolis pattern thread top.

Curb boxes shall be in accordance with the special provision WATER SERVICE CURB BOX.

Water service line couplings shall be Mueller H-15400 straight three-part unions with copper flare nuts on both ends, conforming to ANSI/AWWA C800, of the size needed.

All materials furnished as a part of this work shall comply with the latest requirements of the Federal Safe Drinking Water Act.

Construction. Where an existing water service is to be replaced, the contractor shall expose and remove the existing corporation stop. The contractor shall furnish a Smith-Blair circle repair sleeve of the appropriate diameter and of sufficient length and shall install it on the water main.

The Engineer may direct that the existing corporation stop does not need to be removed. In such instances, the existing corporation stop shall be turned off, the existing water service line pipe shall be disconnected from the corporation stop, and a threaded cap of

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the appropriate diameter and thread size shall be furnished and installed on the existing corporation stop.

Where sleeves are to be installed, such installation shall be completed with the main shut off and not under pressure.

Water services that are 1 in. in diameter shall be direct tapped. Water services that are 1 ½ in. to 3 in. in diameter shall be constructed with a tapping saddle. Water services that are 4 in. in diameter or larger shall not be constructed with copper tubing but shall be constructed with ductile iron pipe of the appropriate diameter.

Contractor shall make a new connection to the water main using a tapping machine satisfactory to the Engineer. Contractor shall furnish and install a new corporation stop of the appropriate diameter on the water main. The Engineer may require that the Contractor furnish and install a tapping sleeve of the appropriate size if needed.

Contractor shall install a new water service line pipe from the corporation stop to the location of the existing curb box, or to such other location as shown in the plans or as directed by the Engineer. A single piece of copper water tubing of sufficient length to extend the full distance from the water main to the curb stop shall be utilized. Splicing of multiple sections of copper water tubing will not be permitted.

The new water service line and all components shall be installed a minimum of 5.5 ft. below finished grade. Where other utilities are encountered, the new water service line shall be located so that a minimum of 18 in. of clearance exists in all directions between the new water service line and all other utilities. Where the new water service line crosses other utilities, if installation of the new water service line above the utility being crossed would result in any portion of the new water service line being less than 5.5 ft. below finished grade, the new water service line shall be installed below the utility being crossed.

The new water service line and all components shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the water service line.

Contractor shall furnish and install a new curb stop of the appropriate diameter. Contractor shall connect the new curb stop to the existing water service line behind the curb stop. If the existing water service line behind the curb stop is of a different material or diameter than the new water service line being installed, a section of new copper water service line shall be installed behind the curb stop. The existing water service line shall then be cut by an approved method, and the end of the existing water service line shall be joined to the new water service line with a water service line coupling of the appropriate type and size.

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In addition to all materials listed, Contractor shall also furnish and install all other necessary fittings, adapters, hardware, and materials necessary to complete the work as described.

If the new service is replacing an existing service, the existing service shall be removed and disposed of, regardless of the existing service material. This includes the removal and disposal of existing lead service lines.

Excavation, bedding, and backfilling of water service connections and lines will not be paid for separately, but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each water service connection and line installed, regardless of the length of the water service line, the depth of the water service line, conflicts with other utilities, or any other factors. No separate measurement will be made of pipe, fittings, couplings, stops, valves, removal of existing water service line or other components.

Basis of Payment. This work will be paid for at the contract unit price per each for WATER SERVICE LINE, LONG SIDE, 1" (PUBLIC) or WATER SERVICE LINE, SHORT SIDE, 1" (PUBLIC).

Curb boxes will be paid for in accordance with the special provision WATER SERVICE CURB BOX.

PAY ITEM #82 – WATER USAGE CREDIT

Description. Pay items are provided as a part of this contract for the purpose of documenting the quantity of water obtained from the Village by the Contractor.

If the Contractor elects to obtain water from the Village, the Contractor shall comply with the Special Provision USE OF FIRE HYDRANTS. The quantity of water obtained from the Village by the Contractor shall be deducted from the contract as WATER USAGE DEDUCTION, and shall be credited to the contract as WATER USAGE CREDIT.

The WATER USAGE CREDIT pay item for this contract has been established with a unit of measurement in thousands of gallons (TGAL), a quantity of one-hundred (100.00), and a contract unit price of eight dollars and eighty-five cents (\$8.85), for a total WATER USAGE CREDIT contract price of eight-hundred eighty-five dollars and no cents (\$885.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the WATER USAGE CREDIT pay item.

Method of Measurement. Water usage will be measured as the actual quantity of water obtained from the Village by the Contractor, which quantity shall be rounded up to the nearest 1,000 gallons.

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Basis of Payment. The water usage credit will be paid for at the contract unit price per thousand gallons (TGAL) for WATER USAGE CREDIT. The quantity paid for as WATER USAGE CREDIT will be equal to the quantity deducted as WATER USAGE DEDUCTION.

PAY ITEM #83 – WATER USAGE DEDUCTION

Description. Pay items are provided as a part of this contract for the purpose of documenting the quantity of water obtained from the Village by the Contractor.

If the Contractor elects to obtain water from the Village, the Contractor shall comply with the Special Provision USE OF FIRE HYDRANTS. The quantity of water obtained from the Village by the Contractor shall be deducted from the contract as WATER USAGE DEDUCTION, and shall be credited to the contract as WATER USAGE CREDIT.

The WATER USAGE DEDUCTION pay item for this contract has been established with a unit of measurement in thousands of gallons (TGAL), a quantity of one-hundred (100.00), and a contract unit price of a deduction of eight dollars and eighty-five cents (\$8.85), for a total WATER USAGE DEDUCTION contract price of a deduction of eight-hundred eighty-five dollars and no cents (\$885.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the WATER USAGE DEDUCTION pay item.

Method of Measurement. Water usage will be measured as the actual quantity of water obtained from the Village by the Contractor, which quantity shall be rounded up to the nearest 1,000 gallons.

Basis of Payment. The water usage deduction will be deducted at the contract unit price per thousand gallons (TGAL) for WATER USAGE DEDUCTION. The quantity deducted as WATER USAGE DEDUCTION will be equal to the quantity paid for as WATER USAGE CREDIT.

ADJUSTMENTS AND RECONSTRUCTIONS (D1)

Effective: March 15, 2011

Revised: October 1, 2021

Revise the first paragraph of Article 602.04 to read:

“602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-2 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

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Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

“603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

“603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-2 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.”

Revise the first sentence of Article 603.07 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.”

FRICTION 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.

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(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/}
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/}

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Use	Mixture	Aggregates Allowed	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{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
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>
		50% Dolomite ^{2/}	Any Mixture E aggregate

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Use	Mixture	Aggregates Allowed	
		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."

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HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019

Revised: December 1, 2021

Revise Article 1004.03(c) to read:

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

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{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 Supplemental Specifications to read:

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

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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	

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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.

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- 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”

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

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

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

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

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

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{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:

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

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

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

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

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Surface	2 - 160 mm tall bricks
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- 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.”

BDE SPECIAL PROVISIONS
For the April 26 and June 14, 2024 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	☐ Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	☐ Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	☐ Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	☐ Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐ Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	☐ Bridge Demolition Debris	July 1, 2009	
*	50531	7	☐ Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	8	☐ Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80449	9	☐ Cement, Type IL	Aug. 1, 2023	
	80384	10	☐ Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	☒ Completion Date (via calendar days)	April 1, 2008	
*	80199	12	☐ Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80453	13	☐ Concrete Sealer	Nov. 1, 2023	
	80261	14	☒ Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	15	☐ Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	16	☐ Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	17	☐ Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	☐ Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	☐ Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	☐ Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	21	☐ High Tension Cable Median Barrier Removal	April 1, 2022	
	80456	22	☒ Hot-Mix Asphalt	Jan. 1, 2024	
	80446	23	☐ Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	24	☐ Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80045	25	☐ Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450	26	☐ Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	27	☒ Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451	28	☐ Portland Cement Concrete	Aug. 1, 2023	
*	34261	29	☐ Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	30	☐ Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	31	☐ Seeding	Nov. 1, 2022	
	80457	32	☐ Short Term and Temporary Pavement Markings	April 1, 2024	
	80448	33	☐ Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	34	☐ Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	35	☐ Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	36	☐ Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	37	☐ Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	38	☐ Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	39	☐ Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	40	☐ Traffic Spotters	Jan. 1, 2019	
*	20338	41	☐ Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	42	☐ Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	43	☒ Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80302	44	☐ Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454	45	☐ Wood Sign Support	Nov. 1, 2023	
	80427	46	☐ Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	47	☐ 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 2024 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>
80436	Blended Finely Divided Minerals	Articles 1010.01 & 1010.06	April 1, 2021	
80440	Waterproofing Membrane System	Article 1061.05	Nov. 1, 2021	

COMPLETION DATE (VIA CALENDAR DAYS) (BDE)

Effective: April 1, 2008

The Contractor shall complete all work on or before the completion date of this contract which will be based upon **80** calendar days.

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

80198

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

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

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

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), 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.

80261

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

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 (G_{mm}) will be based on the running average of four available Department test results for that project. If less than four G_{mm} test results are available, an average of all available Department test results for that project will be used. The initial G_{mm} 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 G_{mm} .”

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 (G_{mm}) will be the Department mix design verification test result.”

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

“Production is not required to stop after a test strip has been constructed.”

80456

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 µm)	95 ± 5
No. 50 (300 µm)	> 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.”

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.”

80439

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

SPECIAL PROVISION
FOR
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2001
Revised: January 2, 2012

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

Replace Article 102.01 of the Standard Specifications with the following:

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

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

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

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

- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

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

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

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

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

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

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

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

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

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

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

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

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

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

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

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

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

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

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

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

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

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

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

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

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

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

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide.”

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

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

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

Replace Article 105.07 of the Standard Specifications with the following:

“105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

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

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

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

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

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

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

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

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

- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
- (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

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

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

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

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

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

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

State of Illinois
Department of Transportation
Bureau of Local Roads 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 Villa Park

DuPage County

TranSystems

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

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets

SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS

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

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.
2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. Submission of Payroll Records. The Contractor and each subcontractor shall no later than the tenth day of each calendar month file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. Employees Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

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

SPECIAL PROVISION
FOR
EQUIPMENT RENTAL RATES

Effective: January 1, 2012

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

Replace Article 109.04(b)(4) with the following:

- "(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Engineer, the Contractor will be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" and latest index factor as issued by the Illinois Department of Transportation. The equipment should be of a type and size reasonably required to complete the extra work."

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

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

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

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

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

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

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

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

Density Verification Method	
☐	Cores
☒	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

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

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

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

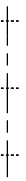
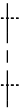
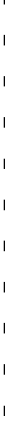
"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

ABV	ABOVE	CU YD	CUBIC YARD	HATCH	HATCHING	PM	PAVEMENT MARKING	STD	STANDARD
AC	ACCESS CONTROL	CULV	CULVERT	HD	HEAD	PEB	PEDESTAL	SBI	STATE BOND ISSUE
AC	ACRE	C&G	CURB & GUTTER	HDW	HEADWALL	PNT	POINT	SIR	STATE ROUTE
ADJ	ADJUST	D	DEGREE OF CURVE	HDUTY	HEAVY DUTY	PC	POINT OF CURVATURE	SRA	STATION
AS	AERIAL SURVEYS	DC	DEPRESSED CURVE	ha	HECTARE	PI	POINT OF INTERSECTION OF HORIZONTAL CURVE	SPBCR	STEEL PLATE BEAM GUARDRAIL
AGG	AGGREGATE	DET	DETECTOR	HMA	HOT MIX ASPHALT	PRC	POINT OF REVERSE CURVE	SS	STORM SEWER
AH	AHEAD	DIA	DIAMETER	HWY	HIGHWAY	PT	POINT OF TANGENCY	STY	STREET
AHT	APARTMENT	DIST	DISTRICT	HORIZ	HORIZONTAL	POT	POINT ON TANGENT	STR	STRUCTURE
ASH	ASPHALT	DOM	DOMESTIC	HSE	HOUSE	POLY	POLYETHYLENE	e	S.E. RUN.
ASPH	ASPHALT	DBL	DOUBLE	IL	ILLINOIS	PCC	PORTLAND CEMENT CONCRETE	SUR	SURFACE
AUX	AUXILIARY	DSFL	DOWNSTREAM FLOWLINE	IMP	IMPROVEMENT	PP	PORTLAND CEMENT CONCRETE	SUR	SURFACE
AUX	AUXILIARY GAS VALVE (SERVICE)	DSL	DOWNSTREAM FLOWLINE	IN DIA	INCH DIAMETER	PRM	PRIVATE ENTRANCE	SMK	SMOKE
AVE	AVENUE	DI	DOWNSTREAM FLOWLINE	INST	INSTALLATION	PE	PRIVATE ENTRANCE	T	TANGENT DISTANCE
AA	AXIS OF ROTATION	DR	DRAINAGE OR DRIVE	IDS	INTERSECTION DESIGN STUDY	PROF	PROFILE	T-R	TANGENT DISTANCE
BA	BACK	DNY	DRAINAGE INLET OR DROP INLET	INV	INVERT	PQL	PROFILE GRADELINE	TEL	TELEPHONE
B&B	BACK TO BACK	DUCT	DUCT	IP	IRON PIPE	PROJ	PROJECT	TR	TRAIL
B&B	BACKPLATE	EA	EASTBOUND	IR	IRON ROD	P.C.	PROPERTY CORNER	TR	TRAIL
B	BANK	EB	EASTBOUND	IT	IRON ROD	P	PROPERTY CORNER	TR	TRAIL
BARR	BARRICADE	ECL	EDGE OF PAYMENT	JG	KILOGRAM	PR	PROPOSED LINE	TR	TRAIL
BEN	BENCH	ECL	EDGE TO CENTERLINE	kg	KILOGRAM	PR	PROPOSED LINE	TR	TRAIL
BEN	BENCHMARK	E.E	EDGE TO EDGE	LS	LANDSCAPING	RR	RADIUS - RESIDENTIAL	TBE	TO BE EXTENDED
BRD	BINDER	ELEC	ELECTRICAL	LN	LANE	R	RAILROAD SINK	TBS	TO BE REMOVED
BRD	BITUMINOUS	ELC	ELEVATION	LT	LEFT	RBS	RAILROAD SINK	TBS	TO BE REMOVED
BTM	BOTTOM	ENTR	ENTRANCE	LP	LIGHT DETECTION AND RANGING	REF	REFERENCE POINT STAKE	TR	TRAIL
BLVD	BOULEVARD	EXC	EXCAVATION	LUDAR	LIGHT DETECTION AND RANGING	REF	REFERENCE POINT STAKE	TR	TRAIL
BRK	BRICK	EX	EXISTING	LP	LIGHT DETECTION AND RANGING	REF	REFERENCE POINT STAKE	TR	TRAIL
BBOX	BUFFALO BOX	EXPWAY	EXPRESSWAY	LGT	LIGHT DETECTION AND RANGING	RCCP	REINFORCED CONCRETE CULVERT PIPE	TSB	TRAFFIC SIGNAL CONTROL BOX
BUDG	BUILDING	E	EXTERNAL DISTANCE OF HORIZONTAL CURVE	LF	LINEAL FEET OR LINEAR FEET	REIN	REINFORCEMENT	TSC	TRAFFIC SIGNAL CENTER
C&Y	CABLE	E	EXTERNAL DISTANCE OF HORIZONTAL CURVE	L	LITER OR CURVE LENGTH	RC	REINFORCEMENT	TRVS	TRAVERSE
CB	CAST IRON PIPE	F	FACE TO FACE	LC	LONG CHORD	REP	REMOVAL	TRV	TRAVEL
CB	CATCH BASIN	F	FEDERAL AID	LNG	LONGITUDINAL	RESUR	RESURFACING	TRV	TRAVEL
C-C	CENTER TO CENTER	FAP	FEDERAL AID INTERSTATE	L SUM	LUMP SUM	RET	RETAINING	TRN	TURF
CL	CENTERLINE OR CLEARANCE	FAL	FEDERAL AID PRIMARY	MACH	MACHINE	RDWY	RIGHT-OF-WAY	TY	TYPE
CL-E	CENTERLINE TO EDGE	FAS	FEDERAL AID SECONDARY	MB	MAL BOX	RT	RIGHT	TY	TYPE
CL-F	CENTERLINE TO FACE	FAUS	FEDERAL AID URBAN SECONDARY	MH	MANHOLE	RDWY	RIGHT-OF-WAY	TY	TYPE
CTS	CERTIFIED	FP	FENCE POST	MATL	MATERIAL	RDWY	RIGHT-OF-WAY	TY	TYPE
CERT	CERTIFIED	OPT	FIBER OPTIC	METH	METHOD	RDWY	RIGHT-OF-WAY	TY	TYPE
CHSD	CITY STREET	FE	FIELD ENTRANCE	M	MID-ORDINATE	RDWY	RIGHT-OF-WAY	TY	TYPE
CS	CLOSED	FL	FIRE HYDRANT	M	MID-ORDINATE	RDWY	RIGHT-OF-WAY	TY	TYPE
CLSD	CLOSED	FB	FOOT BRIDGE	M	MID-ORDINATE	RDWY	RIGHT-OF-WAY	TY	TYPE
CLD	CLAY PIPE	FBN	FOUNDATION	mm	MILLIMETER	SEC	SECTION	SD	SIDEWALK OR SOUTHWEST
COMB	COMBINATION	FR	FRAME	mm DIA	MILLIMETER DIAMETER	SEED	SEEDING	SPL	SPECIAL
C	COMBINATION	FR	FRAME	mm DIA	MILLIMETER DIAMETER	SEED	SEEDING	SPL	SPECIAL
CL	COMMERCIAL BUILDING	FR	FRAME & GRATE	mm DIA	MILLIMETER DIAMETER	SEED	SEEDING	SPL	SPECIAL
CONC	CONCRETE	FR	FRAME & GRATE	mm DIA	MILLIMETER DIAMETER	SEED	SEEDING	SPL	SPECIAL
CONST	CONSTRUCT	GAL	GALVANIZED	MOD	MODIFIED	SH	SHOULDER	SHD	SHOULDER
CONTD	CONTINUED	G	GAS METER	MFT	MOTOR FUEL TAX	SHD	SHOULDER	SHD	SHOULDER
CONT	CONTINUOUS	GM	GAS METER	N & BC	NAL & BOTTLE CAP	SIG	SIGNAL	SIG	SIGNAL
COR	CORNER	GV	GEOGRAPHICAL INFORMATION SYSTEM	N & C	NAL & CAP	SOD	SODDING	SOD	SODDING
CORR	CORRUGATED METAL PIPE	GIS	GEOGRAPHICAL INFORMATION SYSTEM	NC	NAL & WASHER	SM	SOLID MEDIUM	SM	SOLID MEDIUM
CORR	CORRUGATED METAL PIPE	GRAN	GEOGRAPHICAL INFORMATION SYSTEM	NB	NORTHBOUND	SB	SOUTHBOUND	SB	SOUTHBOUND
CNY	COUNTY	GR	GRAVEL	NE	NORTHEAST	SE	SOUTHEAST	SE	SOUTHEAST
CH	COUNTY HIGHWAY	GRAV	GRAVEL	NE	NORTHEAST	SPL	SPECIAL	SPL	SPECIAL
CSE	COURSE	GND	GROUND	O/S	OIL AND CHIP	SD	SIDEWALK OR SOUTHWEST	SD	SIDEWALK OR SOUTHWEST
ASPECT	CROSS SECTION	GUT	GUTTER	O&C	OIL AND CHIP	SQ FT	SQUARE FEET	SQ FT	SQUARE FEET
m ³	CUBIC METER	GUY	GUY POLE	OLID	OPEN LID	m ²	SQUARE METER	m ²	SQUARE METER
mm ²	CUBIC MILLIMETER	GW	GUY WIRE	PAT	PATTERN	mm ²	SQUARE MILLIMETER	mm ²	SQUARE MILLIMETER
		HH	HANDHOLE	PVMT	PAVED	STB	STABILIZED	STB	STABILIZED

 Illinois Department of Transportation		PASSED <u>11/18/2021</u> JANUARY 1, 2021 ENGINEER OF POLICY AND PROCEDURES APPROVED <u>[Signature]</u> January 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT		ISSUED 1-1-97	

ADJUSTMENT ITEMS		EX	PR
Structure To Be Adjusted			
Structure To Be Cleared			
Main Structure To Be Filled			
Structure To Be Filled			
Structure To Be Filled Special			
Structure To Be Removed			
Structure To Be Reconstructed			
Structure To Be Reconstructed Special			
Frame and Grate To Be Adjusted			
Frame and Lid To Be Adjusted			
Domestic Service Box To Be Adjusted			
Valve Vault To Be Adjusted			
Special Adjustment			
Item To Be Abandoned			
Item To Be Moved			
Item To Be Relocated			
Pavement Removal and Replacement			
ALIGNMENT ITEMS		EX	PR
Baseline			
Centerline			
Centerline Break Circle			
Baseline Symbol			
Centerline Symbol			
PI Indicator			
Point Indicator			
Horizontal Curve Data (Half Size)	EX CURVE P.I. STA= Δ= D= R= T= L= E= T.R. POINT= S.C. STA= P.T. STA= PR CURVE P.I. STA= Δ= D= R= T= L= E= T.R. POINT= S.C. STA= P.T. STA=		
BOUNDARIES ITEMS		EX	PR
Dashed Property Line			
Solid Property/Lot Line			
Section/Grant Line			
Quarter Section Line			
Quarter/Quarter Section Line			
County/Township Line			
State Line			
Cheieled Square Found			
Iron Pipe Found			
Iron Pipe Set			
Survey Marker			
Property Line Symbol			
Same Ownership Symbol (Half Size)			
Northwest Quarter Corner (Half Size)			
Section Corner (Half Size)			
Southeast Quarter Corner (Half Size)			
DRAINAGE ITEMS		EX	PR
Channel or Stream Line			
Culvert Line			
Grading & Shaping Ditches			
Drainage Boundary Line			
Paved Ditch			
Aggregate Ditch			
Pipe Underdrain			
Storm Sewer			
Flowline			
Ditch Check			
Headwall			
Inlet			
Manhole			
Summit			
Roadway Ditch Flow			
Swale			
Catch Basin			
Culvert End Section			
Water Surface Indicator			
Riprap			
HYDRAULICS ITEMS		EX	PR
Overflow			
Sheet Flow			
Hydrant Outlet			
STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS			
STANDARD 000001-08 (Sheet 2 of 9)			

EROSION & SEDIMENT CONTROL ITEMS		EX	PR
Cleaning & Grading Limits	---		
Dike	---		
Erosion Control Fence	~~~~~		
Perimeter Erosion Barrier	=====		
Temporary Fence	---NM---NM---NM---NM---		
Ditch Check Temporary	◇		
Ditch Check Permanent	◆		
Inlet & Pipe Protection	◇		
Sediment Basin	⬭		
Erosion Control Blanket	~~~~~		
Fabric Formed Concrete Revestment Mat	=====		
Turf Reinforcement Mat	////		
Mulch Temporary	=====		
Mulch Method 1	=====		
Mulch Method 2 Stabilized	=====		
Mulch Method 3 Hydraulic	=====		
CONTOUR ITEMS		EX	PR
Approx. Index Line	---		
Approx. Intermediate Line	---		
Index Contour	---		
Intermediate Contour	---		
Illinois Department of Transportation PASSED <i>WLR</i> JANUARY 1, 2021 ENGINEER OF PROJECT AND PROCEDURES APPROVED <i>SCA</i> JANUARY 1, 2021 ENGINEER OF DESIGN AND RECOMMENDATION			
ISSUED 1-1-97			
NON-HIGHWAY IMPROVEMENT ITEMS		EX	PR
Noise Attn./Levee			
Field Line	-----E-----		
Fence	---X---X---X---X---		
Base of Levee			
Mailbox	P		
Multiple Mailboxes	P		
Pay Telephone	☎		
Advertising Sign	P		
ITS Camera	📷		
Wind Turbine	⚡		
Cellular Tower	📶		
*Intelligent Transportation Systems LANDSCAPING ITEMS			
Contour Mounding Line	---		
Fence	---		
Fence Post	o		
Shrubs	~~~~~		
Mowline	○-----○		
Perennial Plants			
Seeding Class 2			
Seeding Class 2A			
Seeding Class 4			
Seeding Class 4 & 5 Combined			
EXISTING LANDSCAPING ITEMS (contd.)		EX	PR
Seeding Class 5			
Seeding Class 7	~~~~~		
Seedlings Type 1			
Seedlings Type 2			
Sodding			
Mowstake w/Sign	—●—		
Tree Trunk Protection	⊙		
Evergreen Tree	⊙		
Shade Tree	⊙		
LIGHTING		EX	PR
Duct	---		
Conduit	=====		
Electrical Aerial Cable	-----A-----		
Electrical Buried Cable	-----L-----		
Controller	☒		
Underpass Luminaire	☒		
Power Pole	☒		
STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 3 of 9) STANDARD 000001-08			

LIGHTING (cont'd.)		PAVEMENT MARKINGS	
	<u>EX</u>	<u>PR</u>	
Pull Point	①	①	Handicap Symbol 
Handhole	☒	☒	RR Crossing 
Heavy Duty Handhole			
Junction Box			
Light Unit Comb.			
Electrical Ground			
Traffic Flow Arrow			
High Mast Pole (Half Size)			
Light Unit-1			
PAVEMENT (MISC.)		<u>EX</u>	<u>PR</u>
Keyed Long, Joint			
Keyed Long, Joint w/Tie Bars			
Sawed Long, Joint w/Tie Bars			
Bituminous Shoulder			
Bituminous Taper			
Stabilized Driveway			
Widening			
STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 4 of 9)		STANDARD 000001-08	



Illinois Department of Transportation

ISSUED 1-1-97

PASSING 01/18/2021
ENGINEER OF POLICE AND PROCEDURES
APPROVED January 1, 2021
ENGINEER OF DESIGN AND ENVIRONMENT

PAVEMENT MARKINGS (contd.)

	EX	PR
CL 2Ln 2Way RRPM 12.2 m (40') o.c.		
CL 2Ln 2Way RRPM 80' (24.4 m) o.c.		
CL Multilane Div. RRPM 40' (12.2 m) o.c.		
CL Multilane Div. RRPM 80' (24.4 m) o.c.		
CL Multilane Div. Dbl. RRPM 80' (24.4 m) o.c.		
CL Multilane Undiv.		
Two Way Turn Left Line		
Urban Combination Left		
Urban Combination Right		
Urban Left Turn Arrow		
Urban Right Turn Arrow		
Urban Left Turn Only		
Urban Right Turn Only		
Urban Thru Only		

PASSED JANUARY 1, 2021 ENGINEER OF POLICE AND PROCEDURES APPROVED JANUARY 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-97	Urban LT & RT Turn Arrow Urban Thru Arrow
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RAILROAD ITEMS

	EX	PR
Abandoned Railroad		
Railroad		
Railroad Point		
Control Box		
Crossing Gate		
Flashing Signal		
Railroad Cant. Mast Arm		
Crossbuck		

REMOVAL ITEMS

	EX	PR
Removal TIC		

Bluminous Removal

Hatch Pattern

Tree Removal Single

RIGHT OF WAY ITEMS

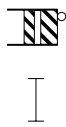
	EX	PR
Future ROW Corner Monument		
ROW Marker		
ROW Line		
Easement		
Temporary Easement		

STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 5 of 9)

STANDARD 000001-08

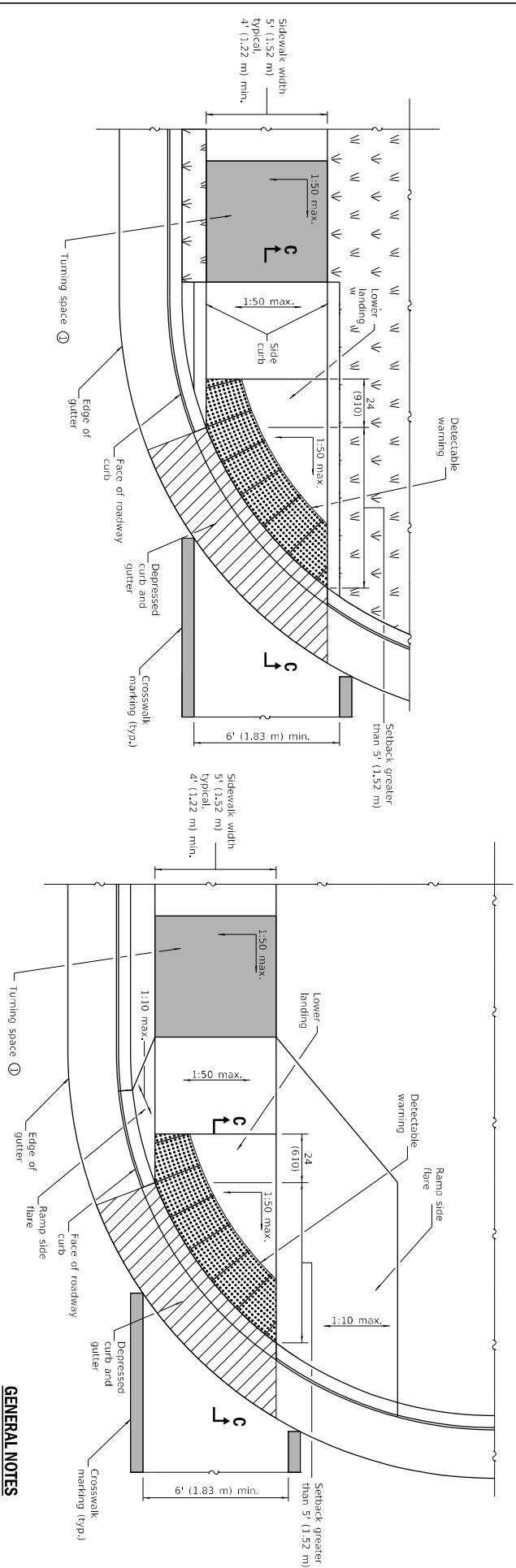
PAVEMENT MARKINGS
(contd.)

Urban U-Turn			
Urban Combined U-Turn			
Rural Combination Left			
Rural Combination Right			
Rural Left Turn Arrow			
Rural Right Turn Arrow			
Rural Left Turn Only			
Rural Right Turn Only			
Rural Thru Only			
Rural Thru Arrow			
Rural Lt & Rt Turn Arrow			
Bike Lane Symbol			
Bike Lane Text			
Bike Path Shared			
Bike Shared Roadway			
Lane Drop Symbol			
Illinois Department of Transportation PASSED 11/8/2021 ENGINEER OF POLICE AND PROCEDURES APPROVED January 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT ISSUED 1-1-97 Wrong Way Arrow			
STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS STANDARD 000001-08			

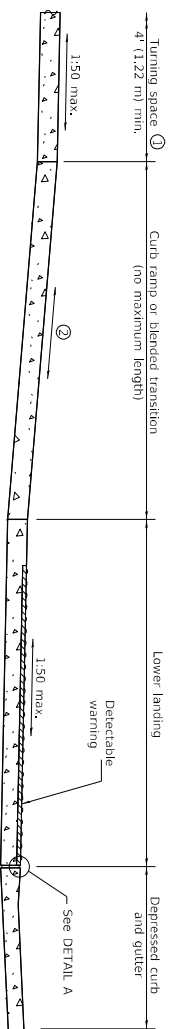
RIGHT OF WAY ITEMS (contd.)		EX	PR	ROADWAY PROFILES		EX	PR	SIGNING ITEMS (contd.)		EX	PR
Access Control Line	— AC —			P.I. Indicator		A	A	Reverse Left W1-4L (Half Size)			
Access Control Line & ROW	— AC — — AC —			Point Indicator		o	o	Reverse Right W1-4R (Half Size)			
Access Control Line & ROW with Fence	— AC — — AC —			Earthworks Balance Point				Two Way Traffic Sign W6-3 (Half Size)			
Excess ROW Line	— XS —			Begin Point				Detour Ahead W20-2(O) (Half Size)			
ROADWAY PLAN		EX	PR	Vert. Curve Data		VPI = ELEV = E =	VPI = ELEV = E =	Left Lane Closed Ahead W20-5(L)(O) (Half Size)			
Cable Barrier	— o — o — o —			Ditch Profile Left Side		-----	-----	Right Lane Closed Ahead W20-5(R)(O) (Half Size)			
Concrete Barrier	— — — — —			Ditch Profile Right Side		-----	-----	Road Closed Ahead W20-3(O) (Half Size)			
Edge of Pavement	— — — — —			Roadway Profile Line		-----	-----	Road Construction Ahead W20-1(O) (Half Size)			
Bit Shoulders, Medians and C&G Line	— — — — —			Storm Sewer Profile Left Side		-----	-----	Single Lane Ahead (Half Size)			
Aggregate Shoulder	— — — — —			Storm Sewer Profile Right Side		-----	-----	Transition Left W4-2L (Half Size)			
Sidewalks, Driveways	— — — — —			SIGNING ITEMS		EX	PR	Transition Right W4-2R (Half Size)			
Guardrail	— — — — —			Cone, Drum or Barricade		o	o	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 7 of 9)			
Guardrail Post	— — — — —			Barricade Type II							
Traffic Sign	— — — — —			Barricade Type III			TT				
Corrugated Median	— — — — —			Barricade With Edge Line							
Impact Attenuator	— — — — —			Flashing Light Sign			o				
North Arrow with District Office (Half Size)				Panels I				STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 7 of 9)			
Match Line	— STA. 45+00 —			Panels II							
Slope Limit Line	— — — — —			Direction of Traffic							
Typical Cross-Section Line	— — — — —			Sign Flag (Half Size)				STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 7 of 9)			
Illinois Department of Transportation											
PASSED January 1, 2021								STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 7 of 9)			
APPROVED January 1, 2021											
ENGINEER OF DESIGN AND ENVIRONMENT								STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 7 of 9)			
ISSUED 1-1-97											

TRAFFIC SIGNAL ITEMS (contd.)		EX	PR
Detector Raceway			
Aluminum Mast Arm			
Steel Mast Arm			
Veh. Detector Magnetic			
Conduit Splice			
Controller			
Gulfbbox Junction			
Wood Pole			
Temp. Signal Head			
Handhole			
Double Handhole			
Heavy Duty Handhole			
Junction Box			
Ped. Pushbutton Detector			
Ped. Signal Head			
Power Pole Service			
Priority Veh. Detector			
Signal Head			
Signal Head w/Backplate			
Signal Post			
Closed Circuit TV			
Video Detector System			

UNDERGROUND UTILITY ITEMS		EX	PR	ABANDONED
Cable TV	—CTV—	—CTV—	—CTV—	—CTV—
Electric Cable	—E—	—E—	—E—	—E—
Fiber Optic	—FO—	—FO—	—FO—	—FO—
Gas Pipe	—G—	—G—	—G—	—G—
Oil Pipe	—O—	—O—	—O—	—O—
Sanitary Sewer	—>—			



RAMP IN LANDSCAPED AREA
SETBACK > 5'



RAMP IN PAVED AREA
SETBACK > 5'

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V/H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Setback - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

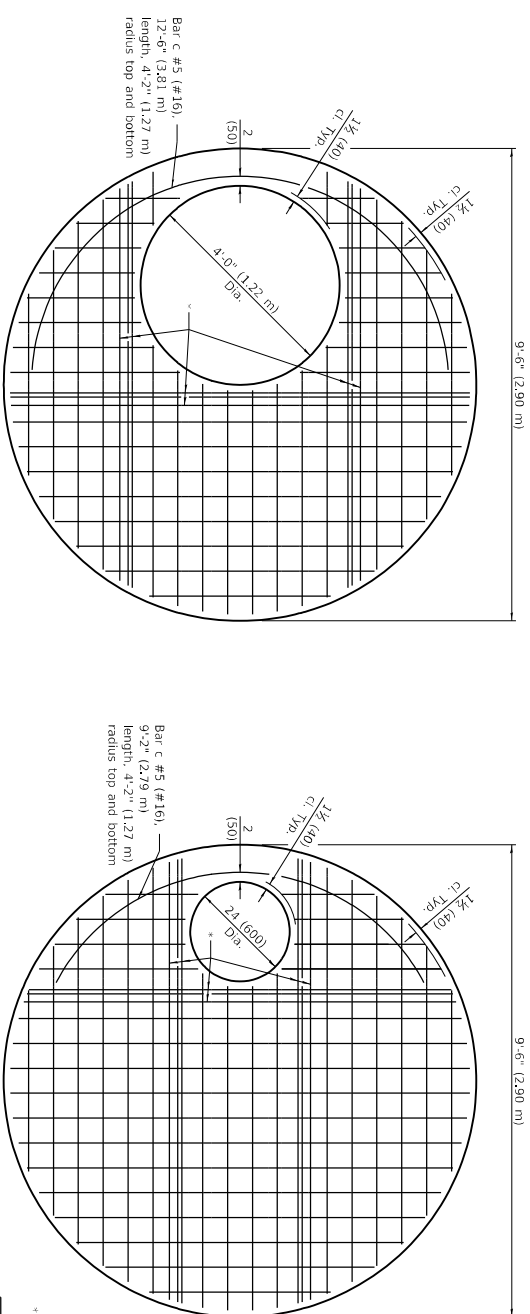
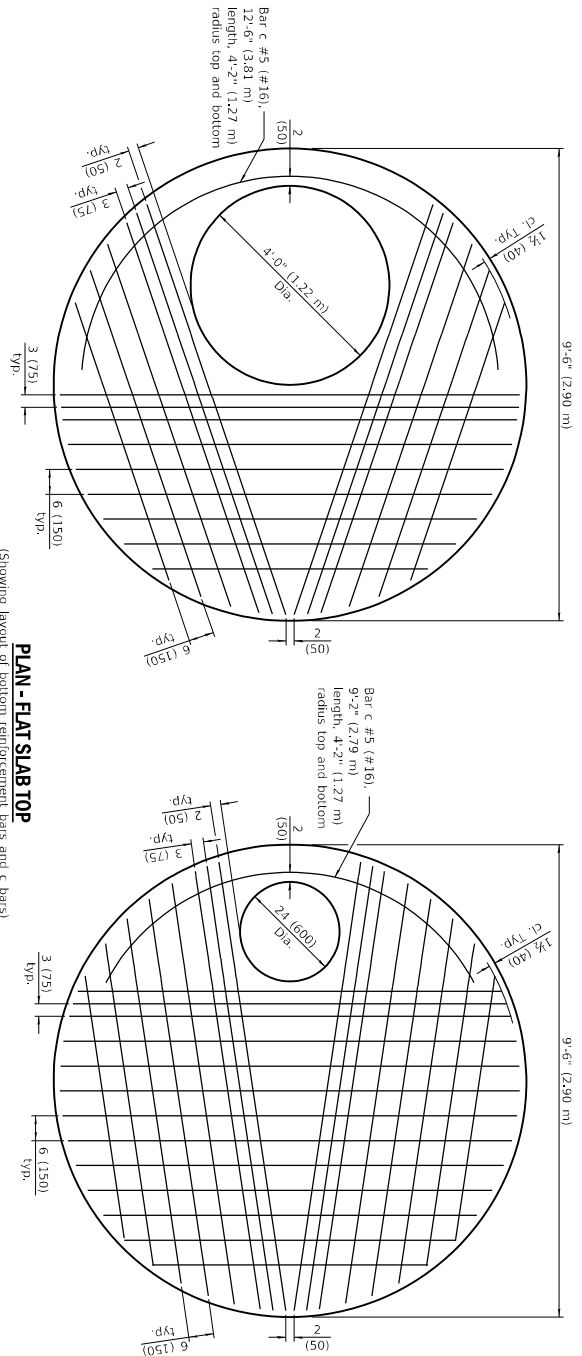
See Standard 606001 for details of depressed curb adjacent to curb ramp.

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

PERPENDICULAR CURB RAMPS FOR SIDEWALKS

(Sheet 2 of 2)

STANDARD 424001-11



Illinois Department of Transportation

ISSUED 4-1-06

APPROVED

ENGINEER OF POLICIES AND PROCEDURES

January 1, 2021

ENGINEER OF DESIGN AND CONSTRUCTION

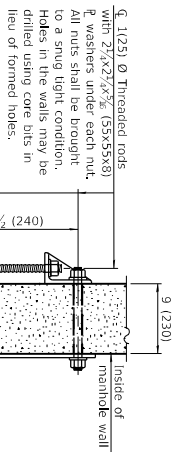
PRECAST MANHOLE TYPE A

8' (2.44 m) DIAMETER

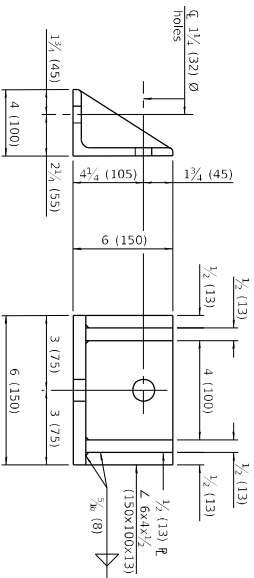
(Sheet 2 of 3)

STANDARD 602416-09

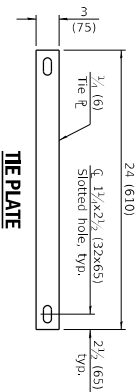
* #6 (#19) bars bottom. Bundle first bar with closest WWR bar to the opening and place second bar ±3 (75) away.



JOINT SPICE



CONNECTION ANGLE



TIE PLATE

FLAT SLAB TOP REINFORCEMENT

Location	Riser Height (RH)	WWR (each direction)		Rebar (each direction except as noted)		
		As (min.)	Spacing (max.)	As (min.)	Spacing (max.)	Bar Size
Top Mat	All	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	#3 or #4 (#10) (#13)
Bottom Mat	RH ≤ 10 ft. (3.05 m) RH > 10 ft. (3.05 m)	** 0.88 sq. in./ft. (1863 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		
		WWR not permitted				#7 (#22)

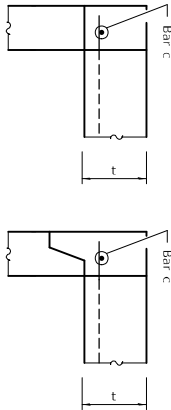
** Only one layer of WWR permitted to avoid congestion.

WALL REINFORCEMENT

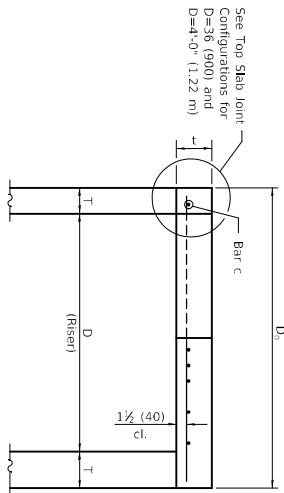
Location	Orientation	WWR or Rebar	
		As (min.)	Spacing (max.)
4 ft. (1.22 m) Ø Riser	Circumferential	0.12 sq. in./ft. (254 sq. mm/m)	6 (150)
	Vertical	0.045 sq. in./ft. (95 sq. mm/m)	8 (200)
8 ft. (2.44 m) Ø Barrel	Circumferential	0.24 sq. in./ft. (508 sq. mm/m)	6 (150)
	Vertical	0.045 sq. in./ft. (95 sq. mm/m)	8 (200)

BASE SLAB REINFORCEMENT

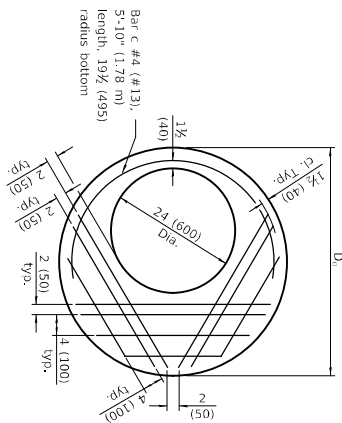
Location	Riser Height (RH)/ Total Height (TH)	WWR or Rebar (each direction)	
		As (min.)	Spacing (max.)
Top Mat	RH ≤ 10 ft. (3.05 m) 6. TH ≤ 20 ft. (6.10 m)	0.36 sq. in./ft. (762 sq. mm/m)	6 (150)
	RH > 10 ft. (3.05 m) or TH > 20 ft. (6.10 m)	0.60 sq. in./ft. (1270 sq. mm/m)	6 (150)
Bottom Mat	All	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)



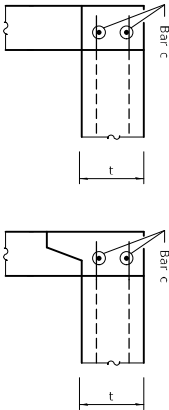
FLAT SLAB TOP JOINT CONFIGURATIONS
FOR D = 36 (900) AND D = 4'-0" (1.22 m)
(Shown at access hole)



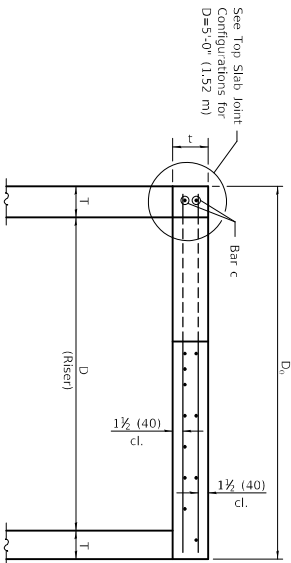
SECTION THRU FLAT SLAB TOP
FOR D = 36 (900) AND D = 4'-0" (1.22 m)



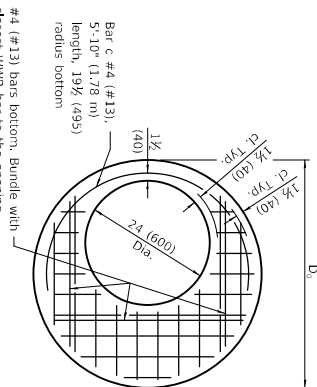
PLAN - FLAT SLAB TOP FOR D = 36 (900)
(Showing layout of reinforcement bars and c bars)



FLAT SLAB TOP JOINT CONFIGURATIONS
D = 5'-0" (1.52 m)
(Shown at access hole)



SECTION THRU FLAT SLAB TOP
FOR D = 5'-0" (1.52 m)



PLAN - FLAT SLAB TOP FOR D = 36 (900)
(Showing layout of welded wire reinforcement and c bars)

GENERAL NOTES

The flat slab top may be used in lieu of the tapered tops shown on Standards 602001, 602016, or 602306 at the option of the Contractor or when field conditions prohibit the use of tapered tops.

Lifting holes shall be located in the sections as per the manufacturer's recommendations.

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

TABLE

D	T	D _s (min.)	t
36 (900)		6 (150)	6
4'-0" (1.2 m)		6 (150)	6
5'-0" (1.5 m)	See applicable Standards	D + 2T (150)	8 (200)

Illinois Department of Transportation

PASSED *[Signature]* January 1, 2019

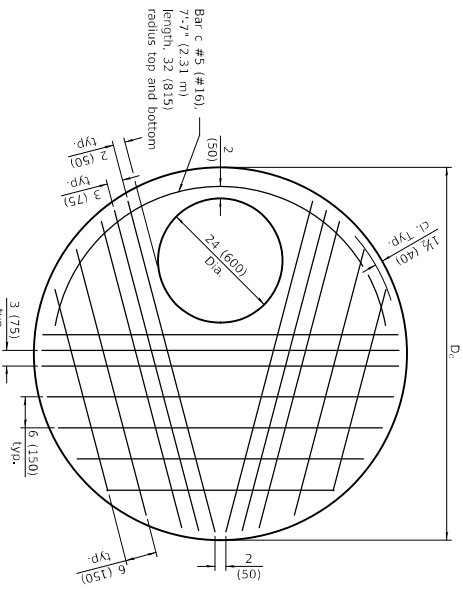
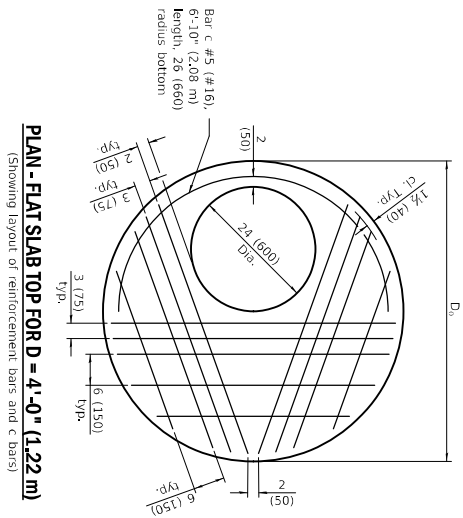
ENGINEER OF POLYMER PROCEDURES

APPROVED *[Signature]* January 1, 2019

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

DATE	REVISIONS	
1-1-19	Expanded / refined reinforcement options.	
1-1-18	Revised for compliance with LRFD.	
PRECAST REINFORCED CONCRETE FLAT SLAB TOP		
STANDARD 602601-06		(Sheet 1 of 2)



FLAT SLAB TOP REINFORCEMENT FOR D = 36 (900)					
WWR (each direction)		Rebar		Bar Size	
Location	As (mm ²)	Spacing (max.)	As (mm ²)	Spacing (max.)	#4
Bottom Mat	~ 0.60 sq. in./ft. (1270 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#13

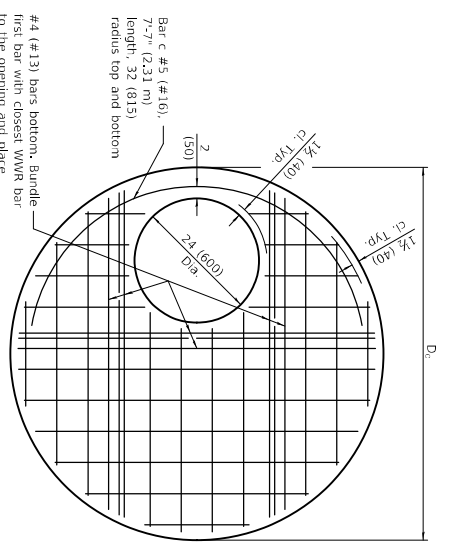
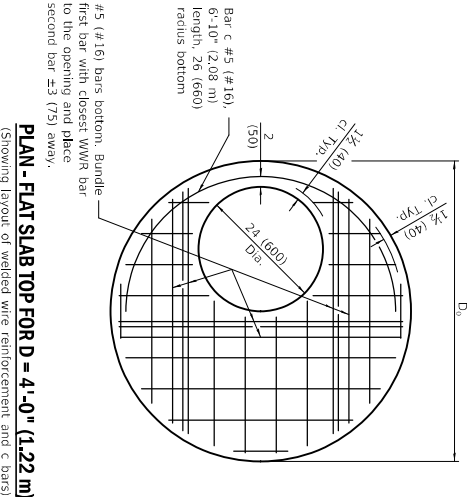
FLAT SLAB TOP REINFORCEMENT FOR D = 4'-0" (1.22 m)

WWR (each direction)		Rebar		Bar Size	
Location	As (mm ²)	Spacing (max.)	As (mm ²)	Spacing (max.)	#5
Bottom Mat	~ 0.67 sq. in./ft. (1312 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#16

FLAT SLAB TOP REINFORCEMENT FOR D = 5'-0" (1.52 m)

WWR (each direction)		Rebar (each direction except as noted)		Bar Size	
Location	As (mm ²)	Spacing (max.)	As (mm ²)	Spacing (max.)	#3 or #4
Top Mat	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	#10 (#13)
Bottom Mat	~ 0.40 sq. in./ft. (847 sq. mm/m)	6 (150)	See plan view for rebar orientation and spacing and this table for bar size		#4 (#13)

* Only one layer of WWR permitted to avoid congestion.



Illinois Department of Transportation

PASSED January 1, 2019

ENGINEER OF POLYMER PROCEDURES

APPROVED January 1, 2019

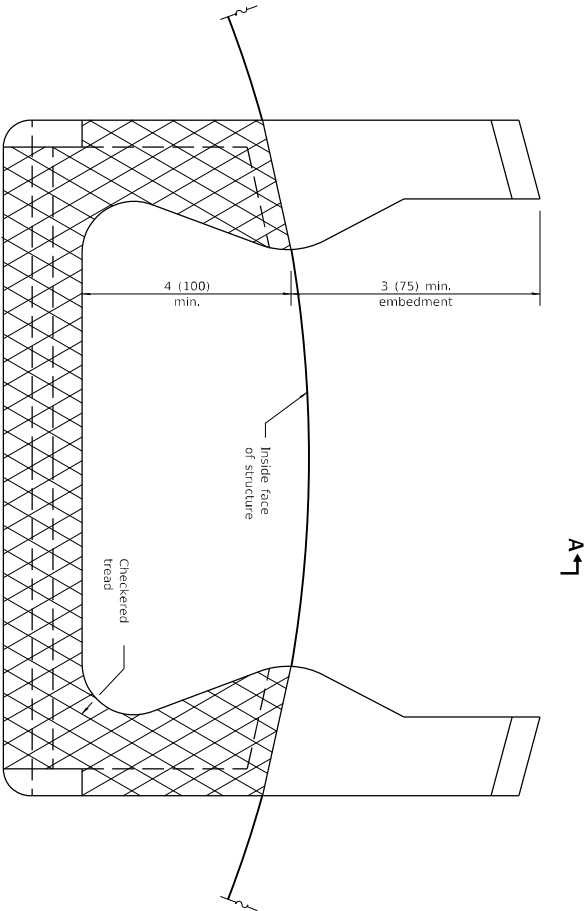
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

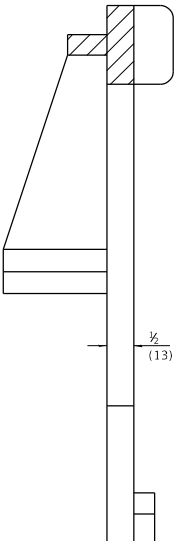
PRECAST REINFORCED CONCRETE FLAT SLAB TOP

STANDARD 602601-06

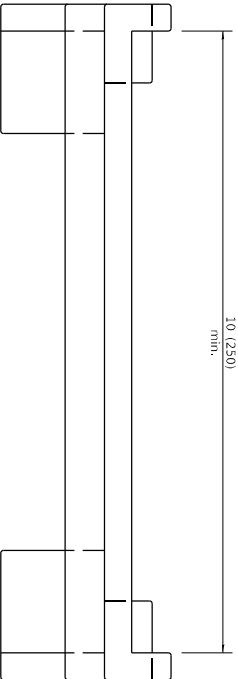
(Sheet 2 of 2)



PLAN VIEW



SECTION A-A

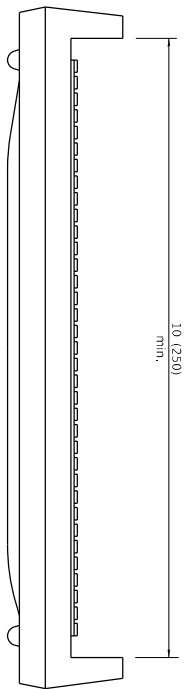
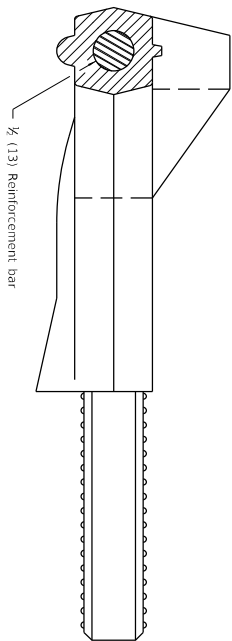
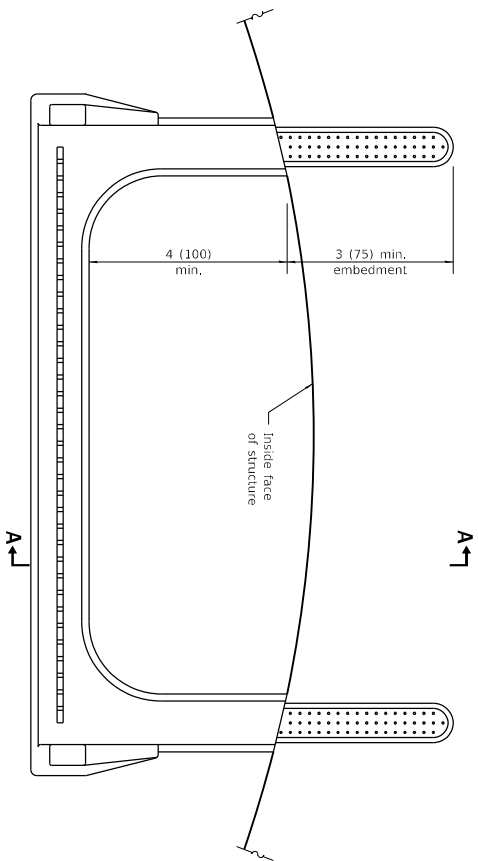


ELEVATION VIEW

Illinois Department of Transportation	
PASSED	January 1, 2009
ENGINEER OF PUBLIC WORKS	2009
APPROVED	January 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT	2009

DATE	REVISIONS	MANHOLE STEPS (Sheet 1 of 2)
1-1-09	Switched units to English (metric).	
4-1-06	Revised title, drawings, and added plastic steps on sheet 2.	
STANDARD 602701-02		

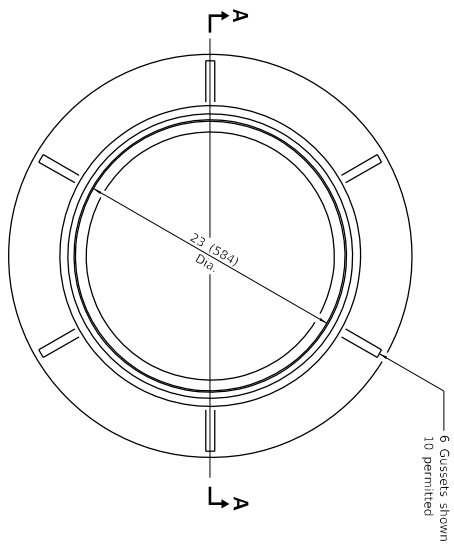
All dimensions are in inches (millimeters) unless otherwise shown.



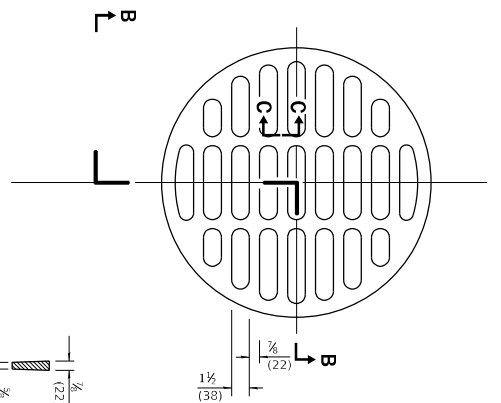
Illinois Department of Transportation	
PASSED	January 1, 2009
ENGINEER OF PUBLIC AND PRIVATE WORKS	
APPROVED	January 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT	

ISSUED 1-1-97	
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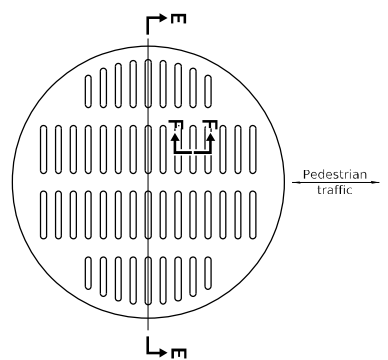
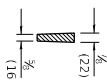
MANHOLE STEPS	
(Sheet 2 of 2)	
STANDARD 602701-02	



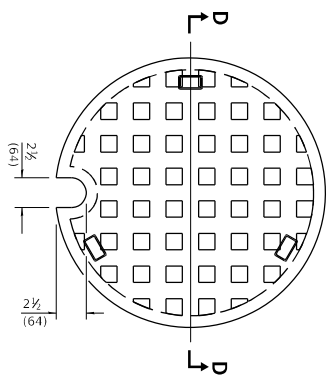
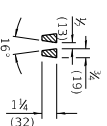
CAST FRAME



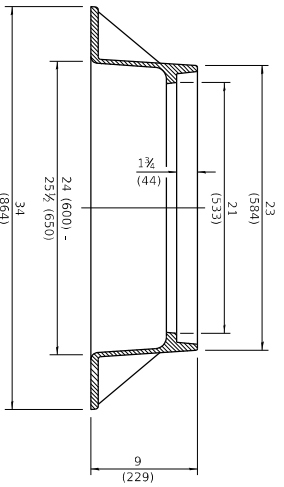
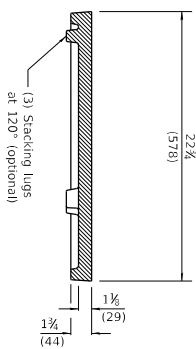
SECTION B-B



SECTION E-E



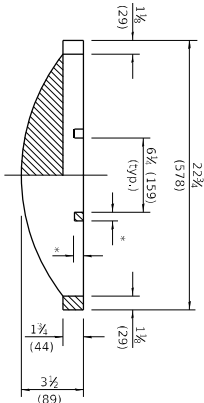
CAST CLOSED LID



SECTION A-A

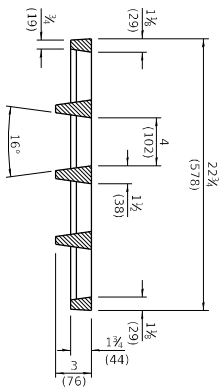
Gray Iron

SECTION B-B



CAST OPEN LID

SECTION E-E



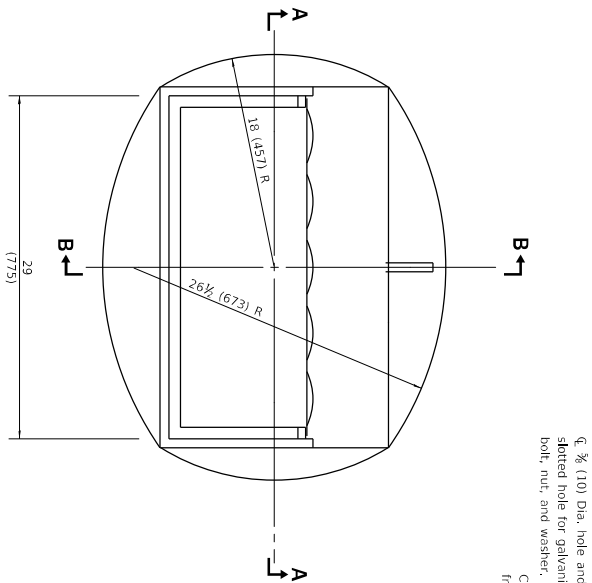
ADA COMPLIANT CAST OPEN LID

Illinois Department of Transportation	
PASSED	January 1, 2020
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2020
ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED	1-1-97

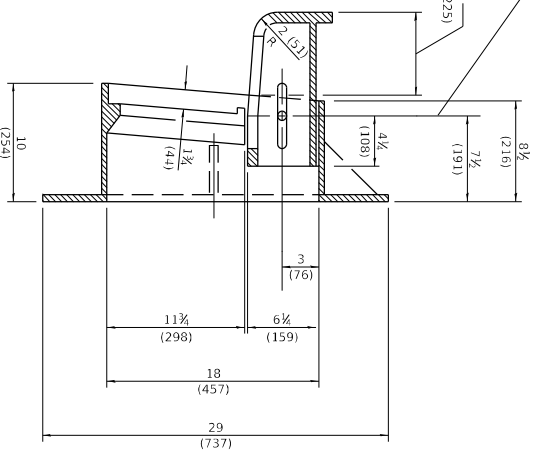
DATE	REVISIONS	FRAME AND LIDS TYPE 1
1-1-20	Revised dimension in Section B-B of cast open lid.	STANDARD 604001-05
1-1-15	Revised dimensioning of frame. Added ADA compliant open lid.	
1-1-09	Switched units to English (metric).	

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

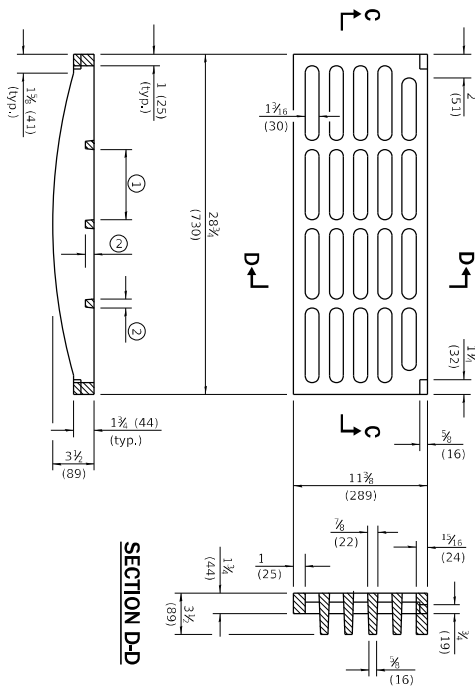
6 5/8 (167.8) Dia. hole and 3/8x5 1/2 (16x140) slotted hole for galvanized 1/2 (M12) bolt, nut, and washer.
Curb box adjustable from 4 1/2 (115) to 9 (225)



CAST FRAME



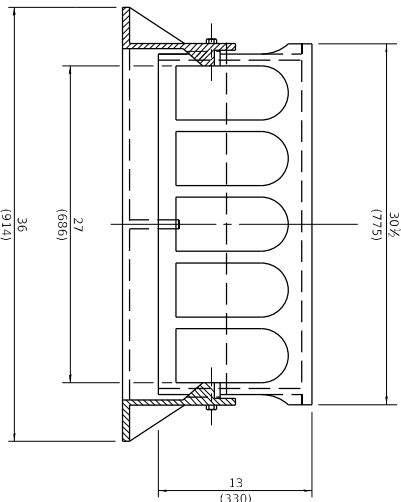
SECTION B-B



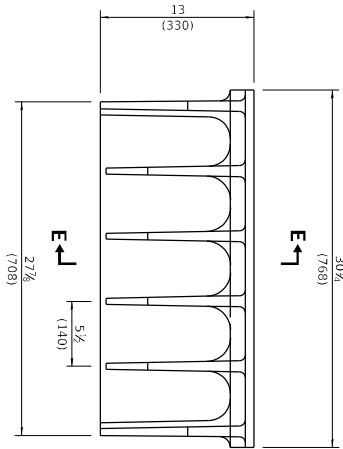
SECTION C-C

- ① = 6 1/4 (159) max. (typ.)
- ② = 3/4 (19) min. (typ.)

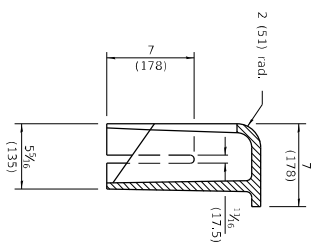
CAST GRATE



SECTION A-A



ALTERNATE CURB BOX

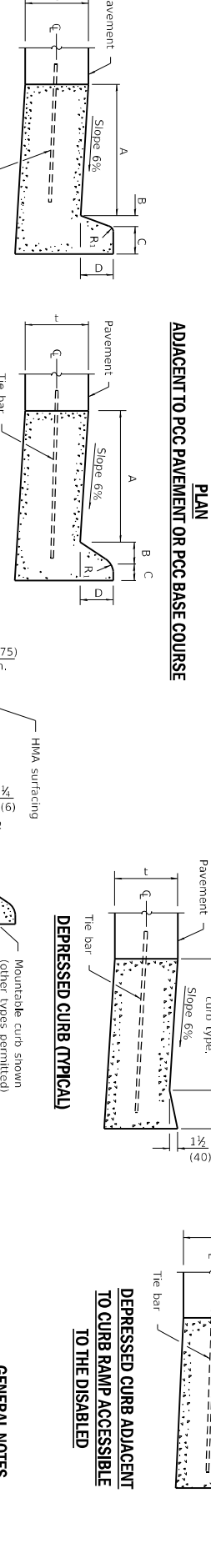
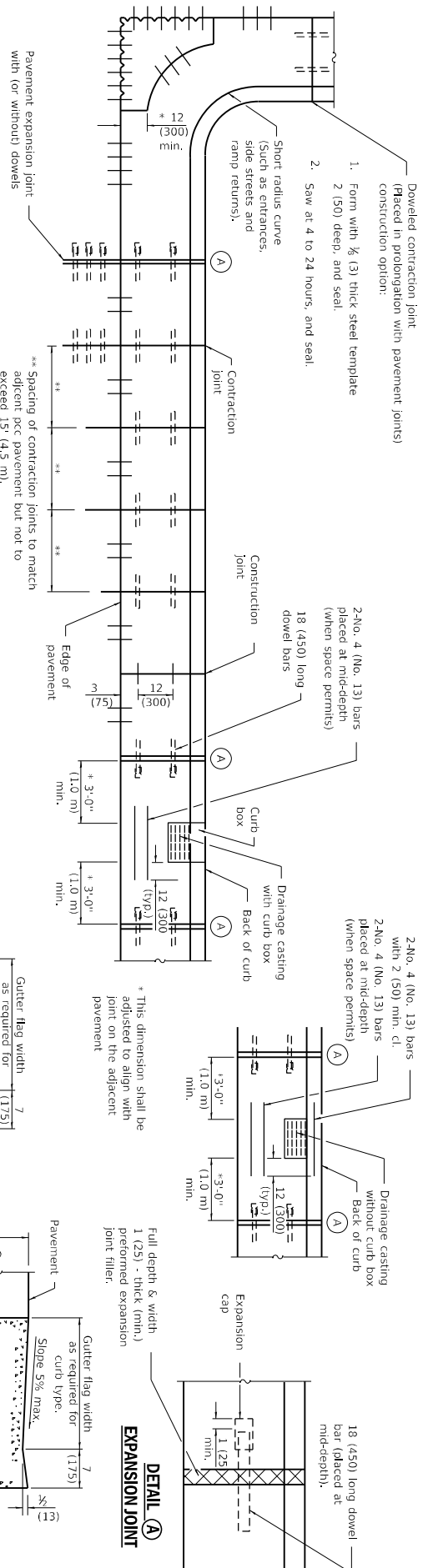


SECTION E-E

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

PASSED	January 1, 2015
ENGINEER OF POLICE AND PROCEDURES	
APPROVED	January 1, 2015
ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED	1-1-97

DATE	REVISIONS	FRAME AND GRATE TYPE 11 STANDARD 604051-04
1-1-15	Revised dimensions of frame and alternate curb box.	
4-1-09	Switched units to English (metric).	



BARRIER CURB

MOUNTABLE CURB

ADJACENT TO PCC BASE COURSE WITH HMA SURFACING

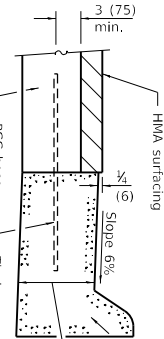
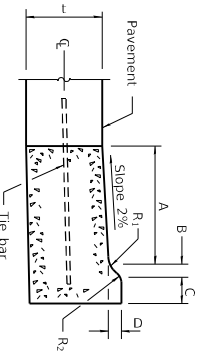
TABLE OF DIMENSIONS
BARRIER CURB

TYPE	A	B	C	D	R ₁
B-6.06*	6	1	6	6	1
(B-15.15)	(150)	(25)	(150)	(150)	(25)
B-6.12	12	1	6	6	1
(B-15.3)	(300)	(25)	(150)	(150)	(25)
B-6.18	18	1	6	6	1
(B-15.45)	(450)	(25)	(150)	(150)	(25)
B-6.24	24	1	6	6	1
(B-15.60)	(600)	(25)	(150)	(150)	(25)
B-9.12	12	2	5	9	1
(B-22.30)	(300)	(50)	(125)	(225)	(25)
B-9.18	18	2	5	9	1
(B-22.45)	(450)	(50)	(125)	(225)	(25)
B-9.24	24	2	5	9	1
(B-22.60)	(600)	(50)	(125)	(225)	(25)

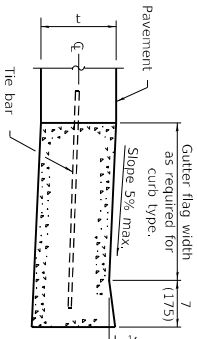
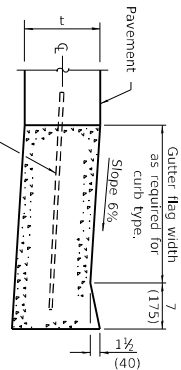
* For corner islands only.

TABLE OF DIMENSIONS
MOUNTABLE CURB

TYPE	A	B	C	D	R ₁	R ₂
M-2.06	6	2	4	2	3	2
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
M-2.12	12	2	4	2	3	2
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
M-4.06	6	4	3	4	3	NA
(M-10.15)	(150)	(100)	(75)	(100)	(75)	NA
M-4.12	12	4	3	4	3	NA
(M-10.30)	(300)	(100)	(75)	(100)	(75)	NA
M-4.18	18	4	3	4	3	NA
(M-10.45)	(450)	(100)	(75)	(100)	(75)	NA
M-4.24	24	4	3	4	3	NA
(M-10.60)	(600)	(100)	(75)	(100)	(75)	NA
M-6.06	6	6	2	6	2	NA
(M-15.15)	(150)	(150)	(50)	(150)	(50)	NA
M-6.12	12	6	2	6	2	NA
(M-15.30)	(300)	(150)	(50)	(150)	(50)	NA
M-6.18	18	6	2	6	2	NA
(M-15.45)	(450)	(150)	(50)	(150)	(50)	NA
M-6.24	24	6	2	6	2	NA
(M-15.60)	(600)	(150)	(50)	(150)	(50)	NA



DEPRESSED CURB (TYPICAL)



DEPRESSED CURB ADJACENT TO CURB RAMP ACCESSIBLE TO THE DISABLED

GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

t = Thickness of pavement.

Longitudinal joint the bars shall be No. 6 (No. 19) at 36 (900) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

The dowel bars shown in contraction joints will only be required for monolithic construction.

See Standard 606301 for details of corner islands.

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

DESIGNED BY: *Michael Bond*

ENGINEER OF POLICE AND PROCEEDINGS

APPROVED: *Stefan* January 1, 2022

ENGINEER OF DESIGN AND ENVIRONMENT

PASSED: January 1, 2022

ILLINOIS Department of Transportation

ISSUED: 1-1-97

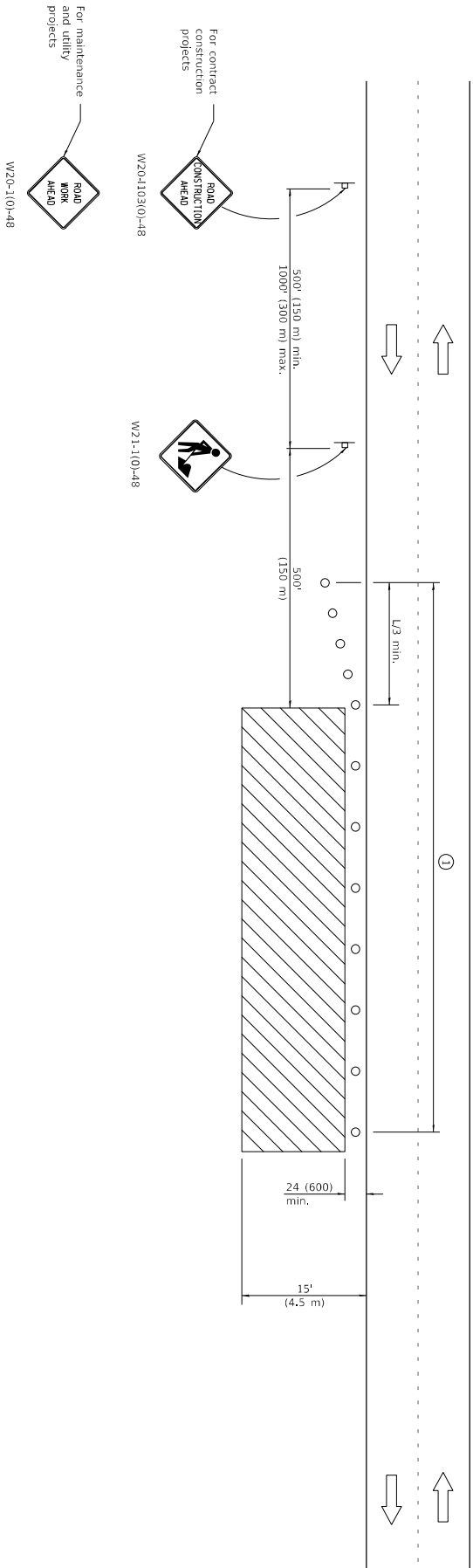
M-2.06 (M-5.15) and M-2.12 (M-5.30)

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

(Sheet 1 of 2)

STANDARD 606001-08

DATE	REVISIONS
1-1-22	Revised contraction joint spacing adjacent to pcc pavement.
1-1-18	Revised General Note for tie bar spacing to 36 (900) cts.



TYPICAL APPLICATIONS

- Utility operations
- Culvert extensions
- Side slope changes
- Guardrail installation and maintenance
- Detour installation
- Landscaping operations
- Shoulder repair
- Sign installation and maintenance

SYMBOLS

- Work area
- Sign
- Cone, drum or barricade

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24 (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT		FORMULAS	
	English	(Metric)	
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	WS^2	
		$L = 150$	
	45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$
W = Width of offset in feet (meters).			
S = Normal posted speed mph (km/h).			

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

PASSED	DESIGNED
APPROVED	ENGINEER OF SAFETY ENGINEERING
ENGINEER OF DESIGN AND ENVIRONMENT	January 1, 2013
ISSUED	1-1-97

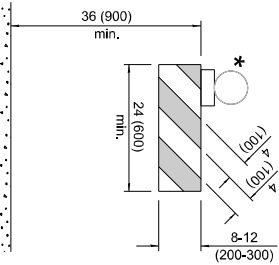
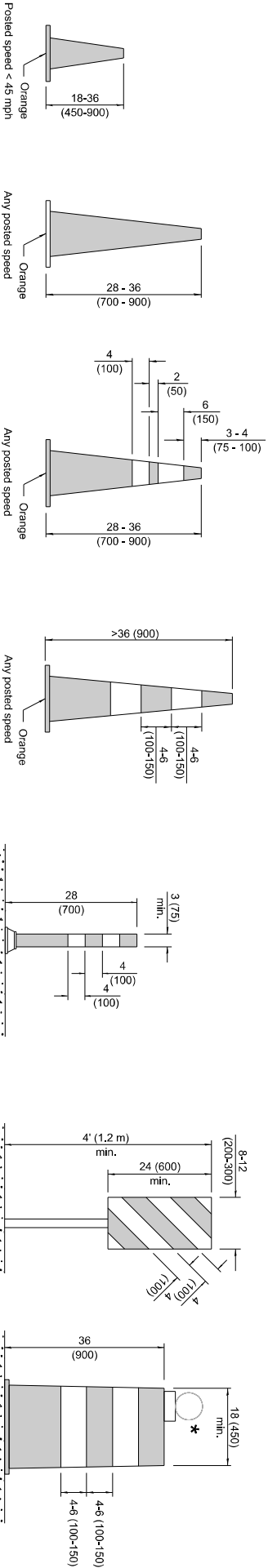
DATE	REVISIONS
1-1-14	Revised workers sign
	number to agree with
	current MUTCD.
1-1-13	Omitted text 'WORKERS'
	sign.

OFF-RD OPERATIONS, 2L, 2W,
15' (4.5 m) TO 24" (600 mm)
FROM PAVEMENT EDGE

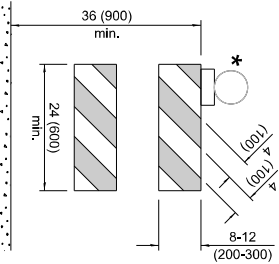
STANDARD 701006-05



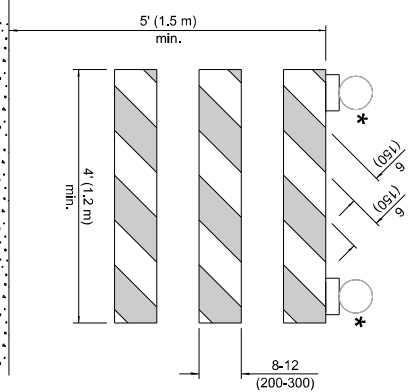
SIDEWALK, CORNER OR CROSSWALK CLOSURE



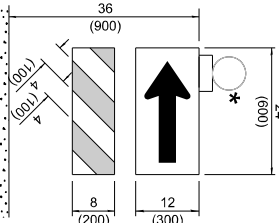
TYPE I BARRICADE



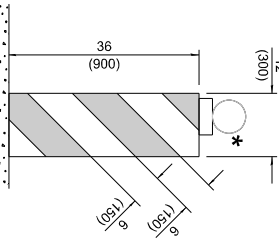
TYPE II BARRICADE



TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE

Illinois Department of Transportation

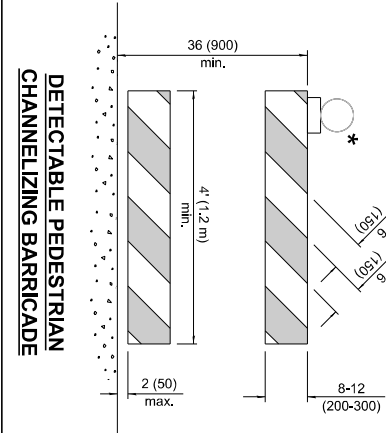
APPROVED: [Signature] 1-1-24

ENGINEER OF SAFETY PROTECTIVE AND ENGINEERING

APPROVED: [Signature] 1-1-24

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED: 1-1-13



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

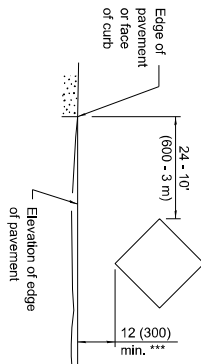
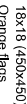
* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

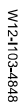
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS	TRAFFIC CONTROL DEVICES
1-1-24	Revised Type III Barricade notes (shft. 3) & moved warning light on post mounted signs to top center.	STANDARD 701901-09 (Sheet 1 of 3)
1-1-19	Revised cones usage and added cones > 36" (900 mm) height.	

Elevation of edge
of pavement

**** 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.**

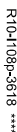
When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



XX'-XX'" width and X miles are variable.



REVERSE SIDE



Sign assembly as shown on Standards or as allowed by District Operations.



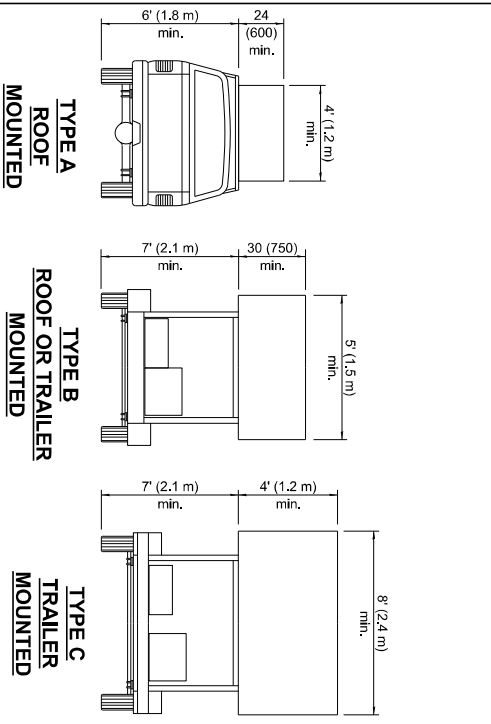
This sign shall be used when the above sign assembly is used.

SPEED ZONE SIGNS

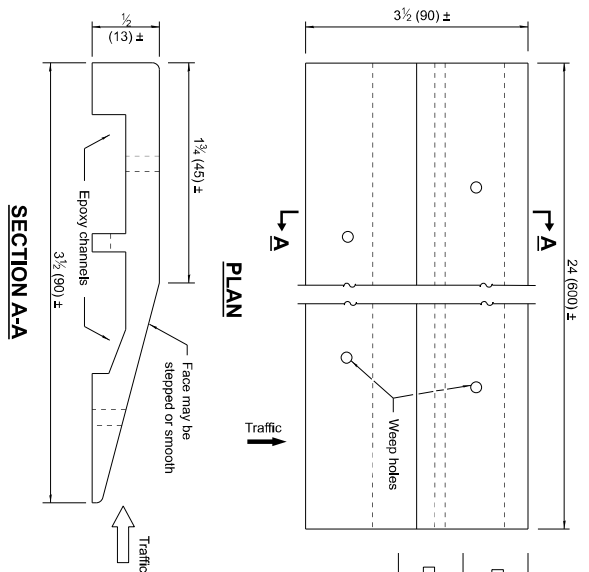
**** R10-1108p shall only be used along roadways under the jurisdiction of the State.

(Sheet 2 of 3)

STANDARD 701901-09

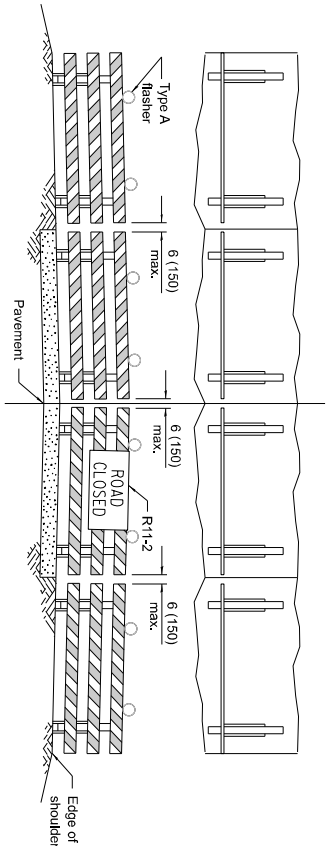
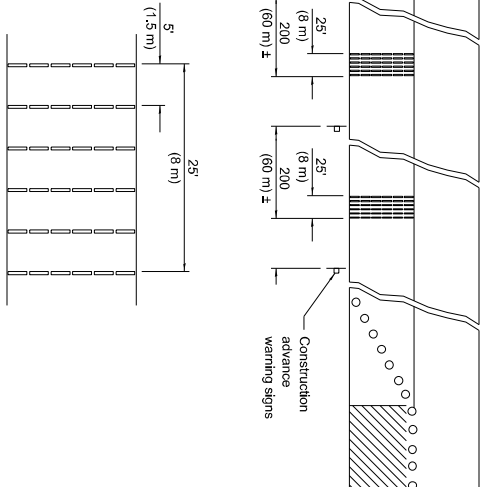


ARROW BOARDS



TEMPORARY RUMBLE STRIPS

TYPICAL INSTALLATION

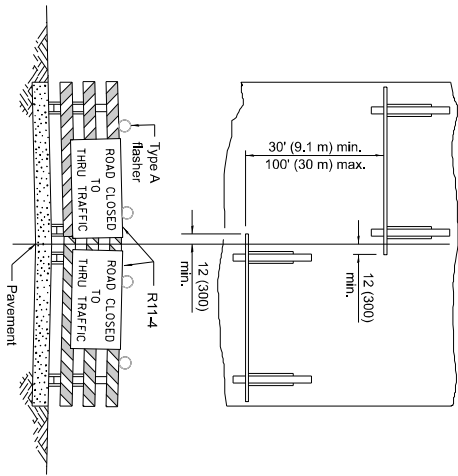


ROAD CLOSED TO ALL TRAFFIC
ReflectORIZED striping may be omitted on the back side of the barricade.

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.

ROAD CLOSED TO THRU TRAFFIC
ReflectORIZED striping shall appear on both sides of the barricade.

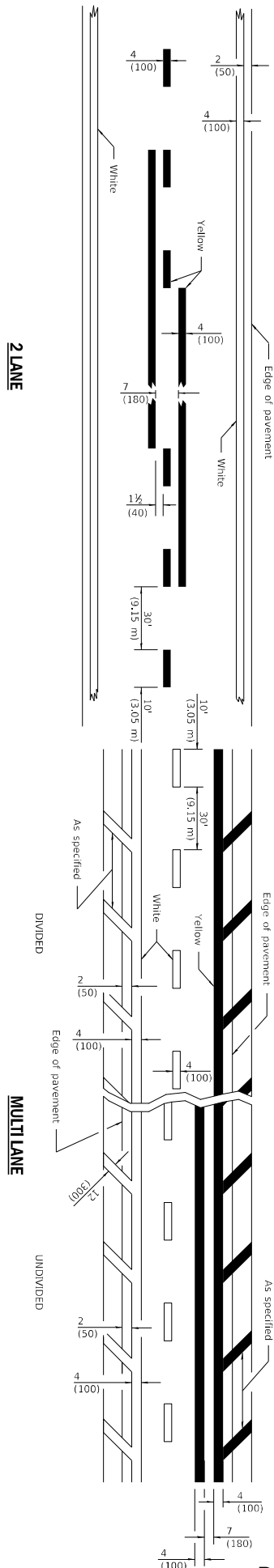


TRAFFIC CONTROL DEVICES

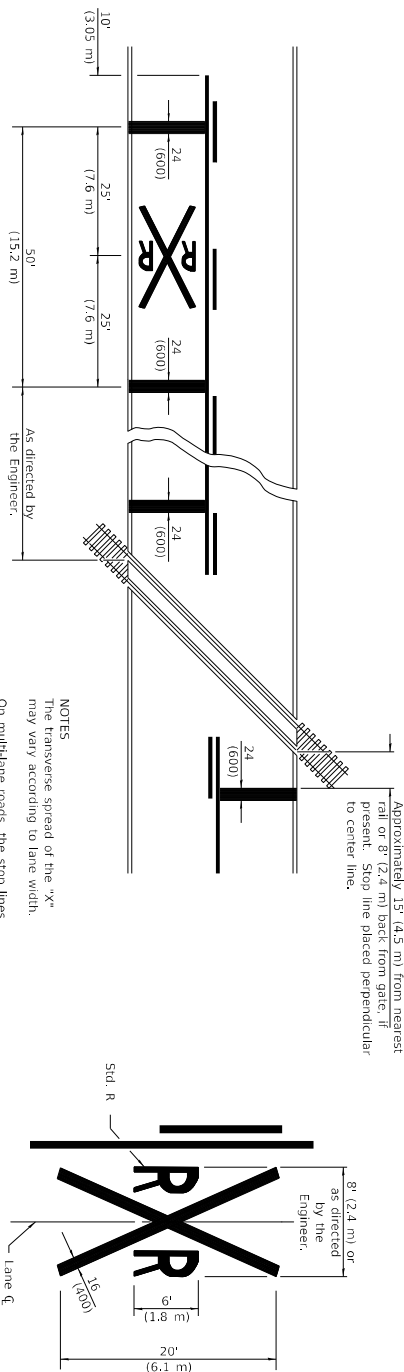
STANDARD 701901-09

(Sheet 3 of 3)

Illinois Department of Transportation
APPROVED: [Signature] 1/1/2024
ENGINEER OF SAFETY PROTECTIVE ENGINEERING
APPROVED: [Signature] 1/1/2024
ENGINEER OF DESIGN AND ENVIRONMENT
ISSUED: 1/1/2024



LANE AND EDGE LINES



NOTES

The transverse spread of the 'X' may vary according to lane width.

On multi-lane roads, the stop lines shall extend across all approach lanes and separate RRR symbols shall be placed adjacent to each other in each lane.

When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 2C-4, Condition B of the MUTCD.

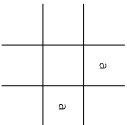
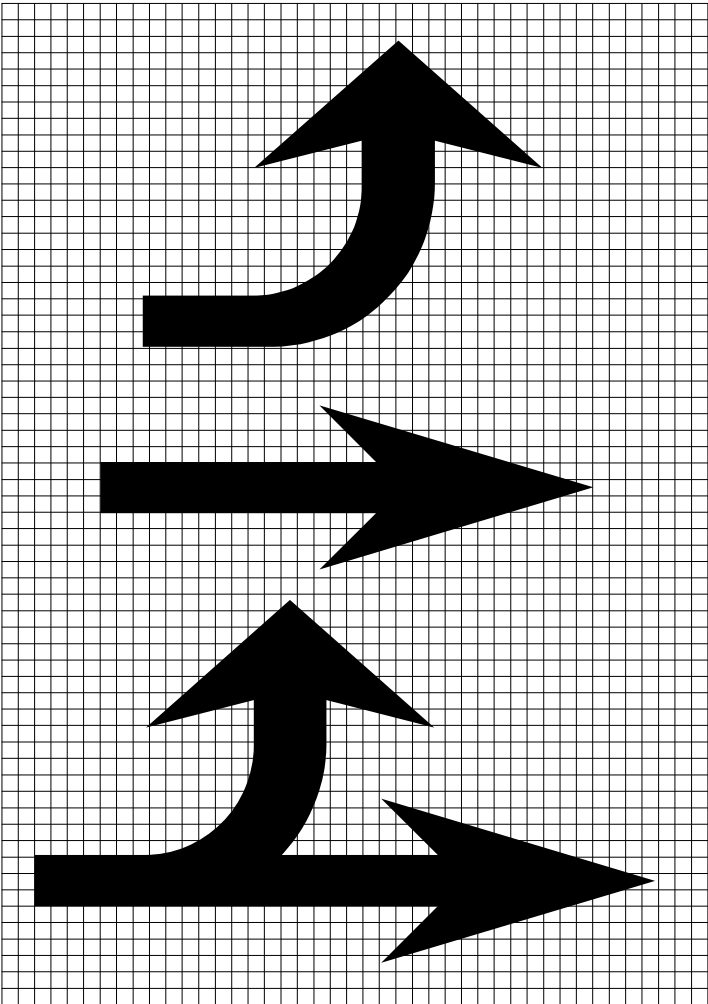
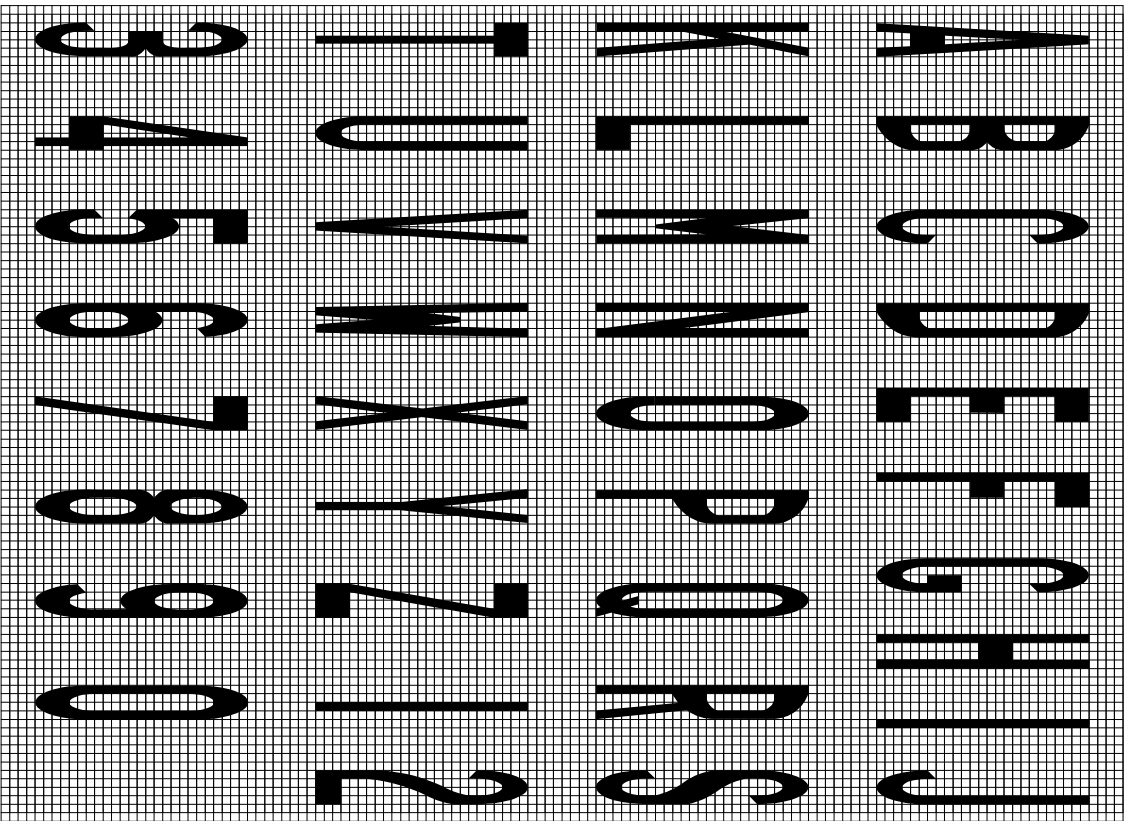
PAVEMENT MARKINGS AT

RAILROAD-HIGHWAY GRADE CROSSING

Illinois Department of Transportation	
PASSED	January 1, 2015
ENGINEER OF OPERATIONS	John Miller
APPROVED	January 1, 2015
ENGINEER OF DESIGN AND ENVIRONMENT	John Miller
ISSUED	1-1-97

DATE	REVISIONS
1-1-15	Added symbols. Revised
1-1-14	bike symbol. Revised note for stop line at RR crossing.
1-1-14	Added bike symbol. Renamed 'LANE DROP ARROW' detail to 'LANE-REDUCTION ARROW'.

TYPICAL PAVEMENT MARKINGS	
STANDARD 780001-05	
(Sheet 1 of 3)	



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

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

LETTER AND ARROW GRID SCALE

Illinois Department of Transportation

PASSED January 1, 2015

ENGINEER OF OPERATIONS John Blum

APPROVED January 1, 2015

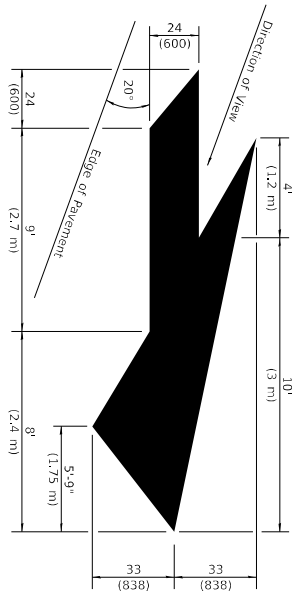
ENGINEER OF DESIGN AND ENVIRONMENT JP

ISSUED 1-1-97

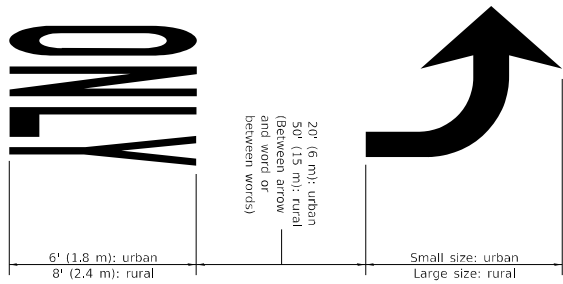
TYPICAL PAVEMENT MARKINGS

(Sheet 2 of 3)

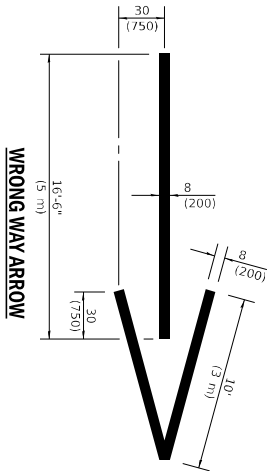
STANDARD 780001-05



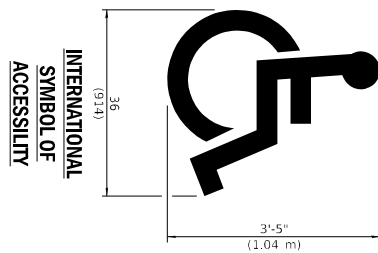
LANE-REDUCTION ARROW
Right lane-reduction arrow shown.
Use mirror image for left lane.



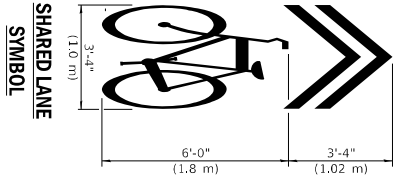
WORD AND ARROW LAYOUT



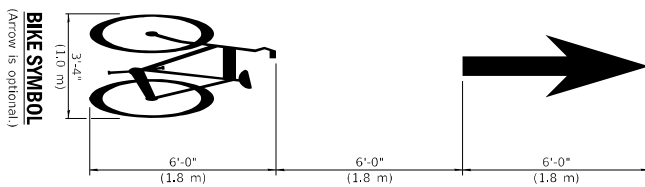
WRONG WAY ARROW



**INTERNATIONAL
SYMBOL OF
ACCESSIBILITY**



**SHARED LANE
SYMBOL**



BIKE SYMBOL
(Arrow is optional.)

Illinois Department of Transportation	
PASSED	January 1, 2015
ENGINEER OF OPERATIONS	
APPROVED	January 1, 2015
ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED	1-1-97

TYPICAL PAVEMENT MARKINGS	
(Sheet 3 of 3)	
STANDARD 780001-05	

**IOWA AND VERMONT IMPROVEMENT PROJECT
VILLAGE OF VILLA PARK**

APPENDIX A

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMS

FEDERAL REQUIREMENTS



THIS BOOKLET IS BEING PROVIDED AS PART OF THE BID MANUAL FOR THIS PROJECT BECAUSE FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

THIS BOOKLET CONTAINS:

- Required Contract Provisions for HUD Funded Capital projects in DuPage County, IllinoisPage 1
 - Executive Order 11246Page 13
 - HUD Federal Labor Standards ProvisionsPage 21
- HUD required general contractor and sub-contractor formsPage 26

Samples and instructions for required contractor forms to be filled out, signed, and turned in by all labor providers, including:

 - Ownership FormPage 27
 - Letter to the Office of Federal Contract Compliance Labor.....Page 28
 - Labor Relations AgreementPage 29
 - Apprentice Policy Recognition FormPage 31
 - Section 3 FormsPage 32
 - Certified Payroll and Statement of Compliance.....Page 44
- A copy of the latest Davis Bacon Federal Wage determination for wage rates in DuPage CountyPage 52

Supplied through the DuPage
Community Development Commission
421 N. County Farm Road
Wheaton, IL 60187

**REQUIRED CONTRACT PROVISIONS FOR HUD FUNDED
CAPITAL PROJECTS IN DUPAGE COUNTY, ILLINOIS**

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I. APPLICATION

- A. These *Required Contract Provisions* shall apply to all work performed on the contract by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.
- B. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these *Required Contract Provisions* and also a clause requiring his Subcontractors to include these *Required Contract Provisions* in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The *Required Contract Provisions* shall in no instance be incorporated by reference.
- C. A breach of any of the stipulations contained in these *Required Contract Provisions* may be grounds for termination of the contract.
- D. A breach of the following clauses may also be grounds for debarment as provided in 29 CFR, Part 5.6.
- E. All Bidders must sign the CDC Conditions and submit them with their complete bid package. This form is found in the Bid Specifications Manual.
- F. All bidders and their subcontractor shall be eligible for award of a federally assisted or insured contract. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated and the matter referred to the Department of Labor for its action.

II. EQUAL OPPORTUNITY PROVISIONS

A. *Equal Opportunity Clause*

Except as otherwise provided, DuPage County requires the inclusion of the following language as a condition of any grant, contract, loan insurance or guarantee involving federally assisted construction which is not exempt from the requirements of equal opportunity. The subgrantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Part 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following opportunity Clause:

- B. ***Activities and Contracts Not Subject to Executive Order 11246, As Amended*** (Applicable to federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contractor agrees as follows,

"The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, sex or national origin. The Contractor shall take affirmative action to ensure that the applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DuPage County Community Development Specialist setting forth the provisions of this

nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin”.

Contractors shall incorporate foregoing requirements in all subcontracts.

III. EXECUTIVE ORDER 11246 - Equal Employment Opportunity *Contracts/Subcontracts above \$10,000 Section 202 Equal Opportunity Clause*

The complete Executive Order 11246 is included in this Federal Requirements booklet.

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

“The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause”.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker’s representatives of the contractor’s commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his or her books, records and accounts by DuPage County, HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as DuPage County or HUD may direct as means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or threatened with litigation with a subcontractor or vendor as a result of such

direction by DuPage County or HUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

IV. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*Executive Order 11246, applicable to contracts/subcontracts exceeding \$10,000*)

- A. The Offeror or Bidder's attention is called the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract Specifications" set Herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - 1. Until further notice the goal for women participation is 6.9% (Nationwide).
 - 2. Until further notice the goal for minority participation is 19.6% (Chicago PMSA).
- C. These goals are applicable to all Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.
- D. The Contractor's compliance with the Executive Order and the regulations in 41 CFR, Part 60.4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR, Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of contract, the Executive Order and the regulations in 41 CFR, Part 60.4. Compliance with the goals will be measured against the total work hours performed.
- E. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.
- F. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Chicago PMSA.

V. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (*Executive Order 11246*)

A. As Used In These Specifications:

- 1. "Covered Area" means the geographical area described in the solicitation from which this contract is resulted.
- 2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
- 3. "Employer identification numbers" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Federal Requirements

B. "Minority" Includes:

1. *Black* - All persons having origins in any of the Black African racial groups not of Hispanic origin.
2. *Hispanic* – All persons of Mexican, Puerto Rican, Cuban, Central and South American or other Spanish Culture or origin, regardless of race.
3. *Asian and Pacific Islander* – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
4. *American Indian or Alaskan Native* – All persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

C. Subcontracts

1. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
2. If the Contractor is participating (pursuant to the 41 CFR, Part 60 4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (I) through (XVI) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its

effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following.

D. *Equal Employment Opportunity Documentation*

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of any carrying out of the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individuals were sent to the union hiring hall for referral and were not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason, therefore along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under D (2) above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and the disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification

to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of Contractor's work force.
11. Validate all rests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60, 3.
12. Conduct, at least annually, an inventory and evaluation of at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for (through appropriate training, etc.) such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
17. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office from Federal Procurement contracting officers.

E. Voluntary Associations

1. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations, D-1 through D-17. The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under D-1 through D17 of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet individual goals and timetables, and can provide access to

documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

2. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is under utilized).
3. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
4. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.
5. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to the Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
6. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR, Part 60,4.8.
7. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation (if any), employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
8. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

F. *Civil Rights Act of 1964*

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. *Section 109 Of The Housing And Community Development Act Of 1974*

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

H. ***“Section 3” Compliance In The Provisions Of Training, Employment And Business Opportunities***

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3).
2. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
3. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 75 requirements.
4. The Contractor agrees to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located. Where feasible, priority for opportunities and training should be given to Section 3 workers residing within the service area of the neighborhood of the project and participants in YouthBuild programs.
5. The Contractor agrees, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located. Where feasible, , priority for contracting opportunities described in paragraph b. i. of this section should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area of the neighborhood of the project and participants in YouthBuild programs.
6. The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of regulations under 24 CFR, Part 75.
7. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR, Part 75.
8. Noncompliance with HUD's regulations in 24 CFR, Part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.

VI. CONTRACT WORK HOURS AND SAFETY STANDARDS

Federal Requirements

As a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction, DuPage County requires the following language to be included in full in any contract subject to the Contract Work Hours and Safety Standards ACT. As used in the section, the terms “*laborers*” and “*mechanics*” include watchmen and guards.

“The subgrantee, in accordance with Title 29, CFR, Part 5, hereby agrees that it will ensure the inclusion in all construction contract documents and bid specifications”.

A. *Overtime Requirements*

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation and Liability for Unpaid Wages and Liquidated Damages*

In the event of any violation of the clause set forth in Subsection A, the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Subcontractor shall be to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in Subsection A, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection A.

C. *Withholding for Unpaid Wages and Liquidated Damages*

The DuPage County Community Development Specialist may withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or Subcontractor such sums as may administratively be determined to be necessary to satisfy an liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection B.

D. *Subcontract*

The Contractor shall insert in any subcontracts the clauses set for in subsections A, B and C of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts they may in turn be made.

E. *Contractor's Responsibility*

The Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in Subparagraph A through D.

VII. SAFETY

In the performance of this contract, the Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions, on his own responsibility or the DuPage County Community Development Specialist may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

VIII. FALSE STATEMENTS CONCERNING PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers and workers on projects utilizing Federal funds, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly and honestly as possible. Willful falsification, distortion or misrepresentation with respect to any facts related to the project is a violation of Federal law.

IX. CLEAN AIR ACT IMPLEMENTATION

Contract requirements

- A. The Contractor stipulates that any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (PL 91-604, 42 U.S.C. 1857, as amended by PL 95-95 and PL 95-960, 42 USC 4362, 7401 et Seq.), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to Title 40 CFR, Part 15.
- B. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, relating to inspection, monitoring, entry reports and information, as well as, all other requirements specified in Section 114 and all regulations and guidelines listed there under.
- C. The Contractor shall promptly notify the Community Development Specialist of the receipt of any communication from the Director, Office of Federal Activities, or the EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA Listing of Violating Facilities.
- D. The Contractor agrees to include or cause to be included the requirements of subparagraphs A through D of this section in every nonexempt subcontract and further agrees to take such action as the Government may direct as a means of enforcing such requirements.

X. LABOR STANDARDS

Except as otherwise provided, DuPage County requires the inclusion of the HUD Federal Labor Standards Provisions Form 4010 as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction.

XI. BUILD AMERICA, BUY AMERICA ACT IMPLEMENTATION

The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (ITJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference ("Buy America Preference" or "BAP") for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. CDBG funds awarded under the AGREEMENT are subject to the provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Under FR-6331-N-06, HUD has proposed phased implementation of the BAP.

The BAP applies to the following construction materials used in infrastructure projects. Each

construction material is followed by a standard for the material to be considered “**produced in the United States.**”

- a. **Non-ferrous metals.** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- b. **Plastic and polymer-based products.** All manufacturing processes, from initial combination of constituent, plastic or polymer-based inputs until the item is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
- c. **Composite building materials.** All manufacturing processes, from initial combination of constituent materials until the composite material is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
- d. **Glass.** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- e. **Fiber optic cable.** All manufacturing processes, from the initial preform fabrication stage through fiber stranding and jacketing, occurred in the United States.
- f. **Optical fiber.** All manufacturing processes, from the initial preform fabrication stage through fiber stranding, occurred in the United States.
- g. **Lumber.** All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- h. **Drywall.** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

EXECUTIVE ORDER 11246 EQUAL EMPLOYMENT OPPORTUNITY

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or

supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204 (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

(d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**; and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions

set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship,

membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such

information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No.

10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such

directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

HUD REQUIRED GENERAL CONTRACTOR AND SUB-CONTRACTOR FORMS

THESE FORMS WILL NEED TO BE COMPLETED BY THE SUCCESSFUL BIDDER(S)

- ❑ Notification to the Office of Federal Contract Compliance Programs: This form applies to the successful bidder(s) and all subcontractors with contracts of \$10,000 or greater. Mail this form to U.S. Department of Labor. Copies to Owner and DuPage County.

ORIGINALS OF ALL OF THE FOLLOWING FORMS MUST BE SENT TO OWNER

- ❑ Ownership Form
- ❑ Contractor / Subcontractor Labor Relations Agreement
- ❑ Apprenticeship Policy Recognition Form
- ❑ Section 3 Forms
 - Complete as applicable
- ❑ Certified Payroll (Weekly Reports) (Two page form with payroll on first page and statement of compliance on second page.)

Note: DuPage County Community Development Commission (CDC) is the DuPage County office responsible for administering HUD funds. This project is funded in whole or part via a grant of HUD funds from DuPage County to the Owner / Subgrantee.

Informational Materials Attached: Sample Labor Relations Agreement; Section 3 Initiative and Compliance summary; Instructions for Completing Certified Payrolls and Statement of Compliance; Categorizing Foremen, Supervisors, Owners, and Other Employees on Certified Payrolls; Sample Payroll; Sample Statement of Compliance.

HUD = United States Department of Housing and Urban Development

OWNERSHIP FORM

(To be completed by business owners)

Any contractor working on a federally funded project must be cleared through the Excluded Parties List System (EPLS) for identifying businesses and individuals that have been debarred or are otherwise ineligible to be paid with federal funds. Please complete this information so that such clearance may be performed by CDC staff.

PART 1 Business Information:

Legal Business Name			
Owner Name			
Address of Business			
Telephone #		DUNS #	
Webpage (if available)		FIN (IRS) #	
Trade(s)			

Indicate whether business is:

- Sole Proprietorship _____ Date Established: _____ BRC² _____
- Limited Liability Company _____
- Partnership _____ Date of Agreement: _____ BRC _____
- Corporation¹ _____ Date of Incorporation: _____ TIN³ _____

¹ Does not include affiliates, wholly owned subsidiaries or divisions.² Business Registration Certificate Number³ Tax Identification Number

Has the firm done or is it currently doing business under another name?

Yes: _____ No: _____

If yes, please provide the name and explain:

--

Is the spouse of the owner also involved in the business in any capacity (Vice President, secretary, etc)?

Yes: _____ No: _____

If yes, please provide name and the title of the spouse:

--

Identify the names of all owners/principals of the company:

Name	Title	Business Name (if applicable)

Is the firm in Good Standing with the State of Illinois? (This will be confirmed by CDC through a check of CyberDrive Illinois.)

Yes: _____ No: _____

If no, please explain:

--

PART 2 Other Concerns:

☐	Business is owned by a minority person:	☐ African American	☐ Hispanic American
	☐ Other (Specify):	☐ Native American	☐ Asian/Pacific American
☐	Business is woman owned.		

I certify that the above information is complete and accurate.

Owner Signature

Date

Print Name

Title

**NOTIFICATION TO THE OFFICE OF FEDERAL
CONTRACT COMPLIANCE PROGRAMS (OFCCP)**

To be completed and mailed within 10 business days of contract signing. Send original to the Office of Federal Contract Compliance and photocopy to DuPage County Address at bottom of letter.

Date: _____

Karen D. Wallace, District Director
Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
Chicago District Office
230 S. Dearborn St., Suite 612
Chicago, IL 60604

Please be advised that the following contract in excess of \$10,000 has been awarded:

Prime Contractor Number: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Contractor/Subcontractor Phone #: _____

Contractor/Subcontractor Email: _____

Contractor/Subcontractor EIN: _____

Amount of Contract/Subcontract: _____

Estimated Construction Start Date: _____

Estimated Construction Completion Date: _____

Project Location: _____

Signed: _____

Printed Name: _____

Title: _____

CC: DuPage County
421 N. County Farm Rd, Room 2-800
Wheaton, IL 60187

Attn: Community Development Commission
Phone: 630-407-6600
Email: communitydev@dupageco.org

CC: _____

Attn: _____
Phone: _____
Email: _____

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

Project Name	Non-Profit Agency New Facility Construction	Project #	CD13-01
Project Address	1 Main Street, Town, IL 60000	Contract Amount	100,000
Contractor Name	Jones Construction Company	Type	☐ GC ☒ Subcontractor
If SUBCONTRACTOR provide name of contracting company		Tom's General Contracting Company	
Address of Business	123 Main Street, Town, IL 60000		
Contact Person	Samuel Jones	Title	Owner/President
Telephone #	111-111-1111	Fax #	222-222-2222
Email Address	sam.jones@jonesco.com	FIN (IRS) #	12-3456789

1. Is the contractor named above supplying materials only? ☒ No (continue to question 2.) ☐ Yes (Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Name/Title:	Samuel Jones / Owner/President	Signature:	<i>Samuel Jones</i>
Name/Title:	Jane Jones / Payroll Administrator	Signature:	<i>Jane Jones</i>

3. I ☒ HAVE ☐ HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

Job Classification # (for DuPage)	CARP0555-005 (Building)
Group # (if applicable)	n/a
Hourly Wage Rate:	\$41.52
Hourly Fringe Benefits:	\$25.47
<i>Fringe Benefits paid</i>	☐ in cash ☒ into plan(s)
TOTAL (wages + fringe)	\$66.99

Job Classification # (for DuPage)	LABO0002-003
Group # (if applicable)	1
Hourly Wage Rate:	\$35.20
Hourly Fringe Benefits:	\$21.45
<i>Fringe Benefits paid</i>	☐ in cash ☒ into plan(s)
TOTAL (wages + fringe)	\$56.65

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	☐ in cash ☐ into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	☐ in cash ☐ into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	☐ in cash ☐ into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	☐ in cash ☐ into plan(s)
TOTAL (wages + fringe)	\$0.00

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

Project Name	Project Name	Project #	
Project Address		Contract Amount	
Contractor Name		Type	☐ GC ☐ Subcontractor
<i>If SUBCONTRACTOR provide name of contracting company</i>			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	

1. Is the contractor named above supplying materials only? ☐ No (continue to question 2.) ☐ Yes (Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Name/Title:		Signature:	
Name/Title:		Signature:	

3. I ☒ HAVE ☐ HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	☐ in cash ☐ into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	☐ in cash ☐ into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	☐ in cash ☐ into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	☐ in cash ☐ into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	☐ in cash ☐ into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	☐ in cash ☐ into plan(s)
TOTAL (wages + fringe)	\$0.00

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Signature _____ Date _____

Print Name _____ Title _____

APPRENTICESHIP POLICY RECOGNITION FORM

This form has been provided by the DuPage Community Development Commission (CDC) for the contractor's benefit to fully understand the requirements that surround the use of apprentices and trainees on federally funded projects. You are encouraged by the CDC to assign apprentices to this project and this document discloses key requirements that will help contractors avoid infractions which necessitate wage restitution. By filling out this form, you are only demonstrating your awareness of the policies regarding apprentices and government work. After completing this form, please return it to the property owner to hand into to the CDC.

Project Name	Project Name	Project #	
Project Address		Contract Amount	
Contractor Name		Type	☐ GC ☐ Subcontractor
<i>If SUBCONTRACTOR provide name of contracting company</i>			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	

Federal regulations stipulate that apprentices and trainees (hereinafter "apprentices") assigned to a federally funded project are required to be accompanied by a qualified journeyman worker of the same trade. This means that apprentices are not to perform work on the *project* without proper supervision. Superintendents, company inspectors, managing supervisors, foremen, or any other person employed as contractor administration, do not qualify as a labor-mentoring agent. On each certified payroll, a journeyman's hours must match an apprentice's hours each day. There are no exceptions to this policy.

Should an apprentice perform work *alone* on the premises of the above stated project, Davis-Bacon Wage Determinations will apply and the apprentice must be paid the minimum prevailing wage for his or her time. Restitution must be paid to the employee in the manner of the difference between the prevailing wage and the apprentice's wage.

Do you plan on using apprentices for the above referenced project?	☐ Yes	☐ No
Are your apprentices registered with the Bureau of Apprenticeship and Training?	☐ Yes	☐ No

If not, you must register all apprentices with the Bureau. You can reach the local office at: (312) 596-5500. Return evidence of registration to the property owner.

List below the names and status of the apprentices likely planned for work on this project. Listing does not bind the contractor to assigning these apprentices and trainees:

Apprentice/Trainee Name	Year/Level	Registered	Wage/hour

I am now fully aware of the federal apprentice/trainee policies involving the above referenced project and will keep a copy of this disclaimer in the project file:

DU PAGE COUNTY - SECTION 3 INITIATIVE OVERVIEW

Federal grant funds awarded by DuPage County to this project are subject to Section 3 compliance as provided in 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. All contractors providing labor on projects with over \$200,000 of either HUD 's Community Development Block Grant (CDBG) or HOME Investment Partnership financial assistance are subject to Section 3 and must complete the following documents (as applicable):

- 1. INITIATIVE OVERVIEW**
- 2. ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS**
- 3. SECTION 3 CERTIFICATIONS:**
 - A. Compliance Certification
 - B. Business Self-Certification
 - C. Laborer Self-Certification
- 4. OUTREACH:**
 - A. Employee Resource Guide
 - B. Employer Outreach Guide
 - C. Employee Jobsite Notification
 - D. Employer Project Notification
- 5. JOBSITE REPORT – LABOR HOURS**
- 6. DEFINITIONS AND FREQUENTLY ASKED QUESTIONS**
- 7. CDC SECTION 3 PROCEDURES**

DuPage County is responsible for executing Section 3 compliance and reporting the outcomes of these efforts. Specifically, under this regulation, DuPage County is responsible for:

1. Informing any subrecipients, developers, general contractors, contractors, and subcontractors of the requirements of Part 75;
2. Monitor the performance of projects and contractors for the requirements and objectives of Part 75;
3. Notify potential contractors and subcontractors of Section 3 covered opportunities open for bid; and
4. Collect and report documentation in respect to all efforts to achieve Section 3 participation.

Projects receiving HUD-funded assistance greater than \$200,000 are covered by Section 3. Contractors subject to Section 3 compliance, to the greatest extent feasible, are responsible for:

1. Contracting or hiring locally
2. Contracting at least 25% of the project labor hours with Section 3 business concerns and/or workers
3. Hiring new employees who qualify as a Section 3 worker or Section 3 targeted worker
4. Refraining from entering into contracts with businesses in violation of Section 3
5. Documenting all efforts, actions taken, results, and/or impediments to achieving Section 3 obligations for submission to the DuPage Community Development Commission

Noncompliance, involving the disregard of actions to be taken and/or documentation of those efforts, whether successful or not, may result in delayed or non-payment of Federal grant awards.

For more information about Section 3 and to access DuPage County's Section 3 certification forms, visit:

https://www.dupagecounty.gov/government/departments/community_services/municipalities_and_non-profits/community_development_commission/section_3.php.

SECTION 3: ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS

Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75)

Project Name: _____ **HUD Grant:** CDBG / HOME **HUD Assistance:** \$ _____

The requirements of Section 3 apply to contractors and subcontractors performing work on construction or rehabilitation projects for which the amount of HUD financial assistance exceeds \$200,000. All contractors and subcontractors, regardless of the funding total, must execute the following acknowledgement (referred to as the Acknowledgement of Compliance Requirements) to acknowledge they have reviewed and understand Section 3 compliance for the HUD-funded project.

Review and initial each statement:

_____ HUD financial assistance for the project does / does not (circle one) exceed \$200,000.

_____ The parties will comply with HUD's regulations in 24 CFR part 75, which implement Section 3. The parties certify that they are under no impediment that would prevent them from complying with the Part 75 regulations.

_____ The parties acknowledge noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

SECTION 3 BUSINESS CONCERN:

_____ A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

SECTION 3 WORKER:

_____ A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD:

Individual Annual Income	1
80 % (gross income)	*\$61,800

*Chicago-Joliet-Naperville, IL HUD Metro FMR Area

2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

SECTION 3 TARGETED WORKER:

_____ A Section 3 targeted worker is a worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits, or when hired fit, at least one of the following categories, as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
 - b. A YouthBuild participant.

SECTION 3: ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS

HIRING

_____ Contractors, to the greatest extent feasible, will fill vacant positions with Section 3 workers or Section 3 targeted workers. Any vacant employment positions, including training positions, that are filled **after** the contractor is selected but **before** the contract is executed, with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

REPORTING

_____ Contractors, to the greatest extent feasible, will make efforts to have Section 3 workers conduct *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project and Targeted Section 3 workers conduct *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project (This *5 percent* is included as part of the *25 percent* threshold).

_____ Contractors will track labor hours in pursuit of meeting the above outlined benchmarks.

EQUAL OPPORTUNITIES

_____ The parties agree affirmative action and equal employment opportunity to those who do business with the federal government. It is illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease).

OUTREACH

_____ Contractors, to the greatest extent feasible, will conduct outreach to hire Section 3 workers and/or Section 3 targeted workers which includes, but is not limited to:

1. Notify labor organizations or representatives of workers of Section 3 preference, including job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
2. Provide technical assistance to help Section 3 workers compete for jobs.

_____ Contractors, to the greatest extent feasible, will support hired Section 3 workers and/or Section 3 targeted workers to ensure they have access to resources which includes, but is not limited to:

1. Provide training and/or apprenticeship opportunities.
2. Refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare, financial literacy, etc.).
3. Notify laborers on the jobsite of the Section 3 worker qualifications to ensure all employees may complete eligibility certification.

The undersigned agrees to comply with the Section 3 Guidelines when applicable as referenced by HUD regulations in 24 CFR part 75 as amended.

Name/Title (printed)	Company	Signature
Name/Title (printed)	Company	Signature
Name/Title (printed)	Company	Signature

SECTION 3: COMPLIANCE CERTIFICATION

Please select a response to the below questions/statements.

1. Has the project been awarded over \$200,000 in HUD assistance? (Please consult the contracting organization if unsure).
☐ Yes – continue to question 2
☐ No – continue to the bottom of form, complete, sign, date. No additional forms required.
2. This project is receiving over \$200,000 of HUD assistance, and either the business itself, and/or any of its employees meet the definition of Section 3. (See Section 3 Acknowledgement of Compliance Requirements form for Business Concern and Worker criteria).
☐ True – continue to question 3
☐ False – continue to the bottom of form, complete, sign, date. Complete the Section 3 Employer Self Certification Checklist.
3. Select how the Section 3 definition is met.
☐ The business **and** one or more employees are Section 3 – continue to question 4
☐ The business is Section 3; **no** employees are Section 3 – continue to question 4
☐ The business is **not** Section 3; one or more employees **are** Section 3 – continue to question 4
4. Please list the employee(s) name(s) and job title which meet the definition of a Section 3 Worker:

Please print your name, company, title, and sign/date below.

Company Name	
Name	
Job Title	
Date	
Signature	

Please complete the corresponding required Section 3 Forms:

Section 3 Business Self-Certification Form – Required by all businesses

Section 3 Laborer Self-Certification Form – Required if employee (laborer) of contractor/subcontractor is Section 3

SECTION 3 EMPLOYER SELF CERTIFICATION CHECKLIST

There are many ways to certify a Section 3 Business, Worker(s), or Targeted Section 3 Worker(s) under 24 CFR part 75:

For the following numbered items, please mark the checkbox that applies to your business with ☒ or ☐

1. For a Business to qualify as a **Section 3 Business Concern**, certification must be provided that the company meets at least one of the following, please select ONE of the below options that applies:
 - ☐ At least 51 percent owned and controlled by low- or very low-income persons; or
 - ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - ☐ My business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
 - ☐ None of the above apply to our company.
2. For a worker to qualify as a **Section 3 worker**, one of the following must be maintained:
 - ☐ My company certifies that the income from this employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
 - ☐ My company certifies that our company is a Section 3 business concern; or
 - ☐ None of the above apply to our company.
3. For a worker to qualify as a **Targeted Section 3 worker**, the following must be maintained:
 - ☐ My company's confirmation that our **worker's residence is currently within one mile of the work site or when hired resided within one mile of the work site, as documented within the last five years**, or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
 - ☐ My company certifies that our company is a Section 3 business concern; or
 - ☐ None of the above apply to our company.

Please use the below information to determine if your employee(s) meet the criteria for the first option of question #1. Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>. This website also provides detailed explanations on how to calculate your annual income to compare it to this below income limits summary:

Individual Annual Income	1
80 % (gross income)	*\$61,800

*Chicago-Joliet-Naperville, IL HUD Metro FMR Area

- ☐ I certify that my employee(s) meet the requirements of the Section 3 worker/Targeted Section 3 worker
(If you checked the above box, please list the qualifying employees on the next page)
- ☐ I certify that my employee(s) **DO NOT** meet the requirements of the Section 3 worker/Targeted Section 3 worker

4. Not all businesses will meet the requirements of a Business Concern or have Section 3 or Targeted Section 3 employees. In that case, the U.S. Department of Housing and Urban Development requires qualitative outreach efforts be made to Section 3 workers. Please select all that apply to your company which demonstrate qualitative efforts put forth to meet federal Section 3 requirements. Verification of efforts must be provided upon request from the contract awardee, the U.S. Department of Housing and Urban Development, and/or DuPage County.

- ☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- ☐ Provided training or apprenticeship opportunities.
- ☐ Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
- ☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- ☐ Held one or more job fairs.
- ☐ Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).
- ☐ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- ☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- ☐ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- ☐ Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- ☐ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- ☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- ☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to DuPage County may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the information contained in this document is correct to the best of my knowledge.

Name (printed)	Company	Signature
Title	Project Name	Laborer Trade

Please provide the details of all employees meeting the Section 3 requirements from the previous page:
(print additional forms if necessary)

Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Name (printed)	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)

SECTION 3 EMPLOYEE SELF CERTIFICATION CHECKLIST

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individual, particularly those who are recipients of government assistance for housing or other public assistance. **Your response is voluntary, confidential, and has no effect on your employment.**

There are many ways to certify a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

For the following numbered items, please mark the checkbox that applies to you with ☒ or ☐

1. For a worker to qualify as a **Section 3 worker**, one of the following must be maintained:
 - ☐ I certify that my income is below the income limit from the prior calendar year (see income limit below);
 - ☐ I certify that I participate in a means-tested program such as public housing or Section 8 assisted housing;
 - ☐ Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
 - ☐ My employer's certification that my income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
 - ☐ My employer's certification that I am a worker who is employed by a Section 3 business concern;
 - ☐ None of the above apply to me;
 - ☐ I prefer not to answer.
2. For a worker to qualify as a **Targeted Section 3 worker**, the following must be maintained:
 - ☐ My employer's confirmation that my residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
 - ☐ My employer's certification that I am employed by a Section 3 business concern; or
 - ☐ I certify that I am a YouthBuild participant;
 - ☐ None of the above apply to me;
 - ☐ I prefer not to answer.

Please use the below information to determine if you meet the criteria for the first and fourth options of question #1.

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD.

These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>. This website also provides detailed explanations on how to calculate your annual income to compare it to this below income limits summary:

Individual Annual Income	1
80 % (gross income)	*\$61,800

*Chicago-Joliet-Naperville, IL HUD Metro FMR Area

- ☐ I certify that I meet the requirements of either the Section 3 worker or the Targeted Section 3 worker
- ☐ I certify that **I DO NOT** meet the requirements of either the Section 3 worker or the Targeted Section 3 worker

I affirm and hereby certify, under penalty of law, the information provided and the above selected statements are true, complete, and correct to the best of my knowledge and belief.

Name (printed)	Address	Employer
Signature	Project Name	Laborer Trade



Resources For Section 3 Workers

DuPage County Community Services

DuPage County Community Services aims to provide and support programs, services and partnerships that keep people safe in their homes, environments, and relationships; provide connections between those in need and the resources that support them; and help residents escape poverty, maintain independence, and achieve economic self-sufficiency. Some programs that may be of assistance are but not limited to, Community Services Block Grant (CSBG) Scholarship, Housing Assistance, Low Income Home Energy Assistance Program (LIHEAP), and Clothing and Household Good Vouchers, Transportation, and more. Additional program information can be found by visiting the DuPage County Community Services website or calling (630) 407-6500. [DuPage County IL – Community Services Home](#)

In addition, DuPage County Community Services uses and maintains an information system database accessible online for anyone. Residents can search for services such as childcare, car repair, food pantries, mental health, legal, and more. DuPage CRIS is free to use and contains over one thousand records of programs, qualification, and contacts. [Home \(211dupage.gov\)](#).

Northern Illinois Food Bank

Northern Illinois Food Bank is part of the Feeding America network aimed at getting nourishing food to people in need. They distribute meals through food pantries and meal programs throughout the United States. Food is free without any expectation of donation or repayment. [Find Your Local Food Bank | Feeding America](#)

YWCA

The YWCA provides early childcare programs that promote child development, and school readiness, while enabling parents the ability to obtain and retain employment. Programs such as childcare, Head Start, and Pre-K programs that help over 200,000 kids annually. [YWCA Child Care Services and Programming - YWCA USA](#)

H.O.M.E. DuPage

H.O.M.E. DuPage is a HUD-approved, nationally recognized organization that provides financial literacy education and counseling services. Staff work hand in hand with clients to guide them through issues such as credit repair, overcoming mortgage default, and other financial challenges as well as teaching budgeting, wise consumerism, and more. Programs in Financial Fitness, Homebuyer Education, and Gateway to Homeownership Orientation are offered to individuals and families with home and financial related assistance and education. [About H.O.M.E. DuPage - H.O.M.E DuPage \(homedupage.org\)](#)

WorkNet DuPage

WorkNet DuPage Career Business Center has a wealth of resources to assist in career development, including how-to guides, samples, and advice on resumes, interviewing skills, success at your new job and more. Eligible individuals may receive career counseling or qualify for grants to pay for local training programs to obtain new skills or professional certification. WorkNet DuPage also has a resource center where you can gain free access to computers, WiFi, copiers, fax machines, and printers. [Job Seekers - workNet DuPage Career Center](#)

People's Resource Center

People's Resource Center's Job Assistance Program helps unemployed or underemployed people in the community find jobs through mentoring and workshops focused on interview preparation. PRC connects our job seeking clients with their own volunteer job coach to build skills, help with resume and interview preparation, and plan for job searches. PRC partners with area libraries to allow the Jobs program to expand its reach into the community. Monthly workshops at the libraries are open to everyone. The popular topics include: Are you LinkedIn, Am I Ready for My Job Search?, Master the Phone and Virtual Interview, Negotiate the Job Offer, and 1:1 Mock Interviews. People's Resource Center also partners with area employers to connect pre-screened, qualified candidates with employers seeking to hire. [Job Assistance - People's Resource Center \(peoplesrc.org\)](#)

DUPAGE COUNTY

DuPageCRIS.org

Free service for DuPage County residents looking for health and social service resources.

- CLOTHING & HOUSEHOLD GOODS
- EDUCATION
- EMPLOYMENT
- FOOD
- HEALTH
- HOUSING
- INCOME & FINANCES
- INDIVIDUAL & FAMILY SUPPORT
- TRANSPORT

CALL OR EMAIL:
Monday to Friday 8:00 am – 4:30 pm
(800) 942-9412 or (630) 407-6500
communitypoint@dupageco.org

DuPageCRIS.org

Grow Your Business & Support Your Community with HUD Section 3



DUPAGECOUNTY



Below are some local resources you can use to hire qualified Section 3 employees:

College of DuPage

College of DuPage offers many Career and Technical Program Degrees and Certificates. College of DuPage also supports apprenticeship opportunities. Some of the fields include Applied Technology, Construction Management, Electromechanical Technology, Heating, Air Conditioning and Refrigeration, Welding and more.

[Project Hire-Ed Apprenticeship Program Employer Information \(cod.edu\)](https://www.cod.edu/project-hire-ed-apprenticeship-program-employer-information)

WorkNet DuPage

WorkNet DuPage Career Business Center is your source for help to hire, train, and retain a strong workforce. They offer Recruiting Assistance in the form of Job Postings, On-The-Job Training, and Incumbent Worker Training. Business Service representatives can assist in offering a range of customized training solutions to meet your business' needs such as Apprenticeship Programs and No-Cost Temporary Workers. [Employers - workNet DuPage Career Center](#)

People's Resource Center

People's Resource Center partners with area employers to connect pre-screened, qualified candidates with employers seeking to hire. They also host an online job posting and employment board as well as in-person and virtual career fairs. [Home - People's Resource Center \(peoplesrc.org\)](https://www.peoplesrc.org)

Business USA Mobile App

HUD and the U.S. Small Business Administration developed the BusinessUSA Mobile App as a centralized, one-stop platform to make it easier than ever for businesses to access services and to help them grow and hire. Small contractors, including Section 3 businesses, can use the app to learn about federally funded contracting opportunities. It also pulls together the best business information, events, services, tools, and advisors from federal, state and local governments. Or use BusinessUSA for helpful information, services, and tools. [Small Business | USAGov](#)

YouthBuild

YouthBuild is a short-term program where 16–24-year olds can earn their high school diploma or GED and acquire construction skills to perform construction-related community service projects. [YouthBuild | Qcul](#)



Are you a Section 3 Worker?

You may be a Section 3 worker if:

- Your income for the previous calendar year is below the HUD-established limit (see chart)
- You are employed by a Section 3 business concern; or
- You are a YouthBuild participant

Household Size	80% (gross income)
1	\$ 61,800

Any worker that fits the above description may be a Section 3 worker, and may be in need of additional resources.

For more information, contact your supervisor or DuPage County:

DuPage County Community Development
421 N County Farm Road
Room 2-800
Wheaton, IL 60187

CONTACT
(630) 407-6600
communitydev@dupageco.org

Looking for
work?

**WE ARE
HIRING!**

A HUD-funded project is accepting applications:

PROJECT NAME
Location

Job Title – Trade	Start Date	Qualifications

****Additional training and apprenticeship opportunities may also be available****

To Apply or for More Information Contact:

NAME

POSITION, COMPANY

PHONE NUMBER / EMAIL

ADDRESS

(Company Logo Here)

CATEGORIZING FOREMEN, SUPERVISORS, OWNERS, AND OTHER EMPLOYEES ON CERTIFIED PAYROLLS

Non-labor employees on or off the jobsite need not report their wage rates, however some exceptions do apply:

Non-Covered Job Classifications

Workers performing normal duties of the following job classifications are not subject to wage requirements:

- | | |
|---------------------------|------------------------------|
| 1) Project Superintendent | 5) Water Carrier |
| 2) Project Engineer | 6) Messenger |
| 3) Project Foreman* | 7) Clerical Workers |
| 4) Watchman | 8) Other Non-Labor Employees |

* Exception is the Working Foreman. A Working Foreman is one who devotes more than 20 percent of time during a work week to mechanic or labor duties, and who must be paid the applicable rate for the hours so worked.

Supervisors, Owners, and Other Salaried Employees Providing Full-Time Supervision

- 1) Supervisors
 - a. Hours worked by these employees must be reported although wage rates need NOT be reported.
 - b. The term "Salary" may appear in place of wage rate for any salaried employee.
- 2) Owners
 - a. Owners who perform labor-work on a federally funded project along side journeymen employees must also report hours worked.
 - b. Like supervisors owners need not report salary, with exception to #3:
- 3) Self-Employed, Sole-Laborer Owners
 - a. Owners who are either the only laborer or mentoring an apprentice or trainee MUST report wage rate and weekly wage for work performed.
 - b. Certified payrolls MUST also be completed and signed by the General Contractor.

Apprentices and Trainees

- 1) Apprentices and Trainees may be paid a lower wage rate than Prevailing Wage under the following conditions:
 - a. The apprentice or trainee is supervised hour for hour by a journeyman of the same trade.
 - b. Journeyman to apprentice ratio set by the local union is maintained
 - c. Supervisors, superintendents or any other management employee does not count as appropriate supervision.
- 2) If an apprentice or trainee is found unsupervised:
 - a. Employer will be contacted by phone and mail.
 - b. Restitution to meet the Davis-Bacon wage determination for hours worked will be required.
 - c. Non-compliance can and will hold up further payouts.

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

[WH-347](#) (PDF) OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract

specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

- S A M P L E -

PAYROLL

- S A M P L E -



Rev. Dec. 2008

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒													ADDRESS			OMB No.: 1235-0008 Expires: 01/31/2015				
Jones Construction Company													123 Main Street, Town, IL 60000							
PAYROLL NO. 1 - initial			FOR WEEK ENDING 04/12/2013			PROJECT AND LOCATION Non-Profit Agency New Facility Construction, Town, IL			PROJECT OR CONTRACT NO. CD13-01											
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				S	M	T	W	T	F	S				FICA	WITH-HOLDING TAX	Union Dues	OTHER	TOTAL DEDUCTIONS		
				7	8	9	10	11	12	13										
				HOURS WORKED EACH DAY																
John Doe ###-##-1234 12 Any Street, Town, IL	2	CARPENTER JOURNEYMAN CARP0555-005	O											\$1,079.52						
			S		8.00	8.00	6.00	4.00				26.00	41.52 0.00		\$74.20	\$106.00	\$31.80			\$212.00
John Doe ###-##-1234 12 Any Street, Town, IL	2	LABORER Group #1 LABO0002-003	O											\$492.80						
			S				2.00	4.00	8.00			14.00	35.20 0.00		\$34.50	\$49.28	\$13.55			\$97.33
Thomas Terrific ###-##-5678 13 Any Street, Town, IL	1	CARPENTER APPRENTICE	O											\$427.00						
			S		8.00		6.00					14.00	30.50 0.00		\$29.89	\$64.05	\$12.81			\$106.75
William Worker ###-##-9123 14 Any Street, Town, IL	2	LABORER Group #1 LABO0002-003	O			2.00		1.00				3.00	\$52.80	\$1,566.40						
			S		8.00	8.00	8.00	8.00	8.00			40.00	35.20 0.00		\$109.60	\$156.64	\$43.07			\$309.31
James Smart ###-##-4567 15 Any Street, Town, IL	0	LABORER Group #1 LABO0002-003	O											\$2,266.00						
			S		8.00	8.00	8.00	8.00	8.00			40.00	35.20 0.00		\$158.62	\$453.20				\$611.82
Samuel Jones ###-##-8912 16 Any Street, Town, IL	0	OWNER	O																	
			S		8.00	8.00						16.00								
			O																	
			S																	
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.

Federal Requirements

- S A M P L E -

Date 04/13/2013

I, Samuel Jones Owner / President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Jones Construction Company on the
(Contractor or Subcontractor)

Non-Profit Agency New Facility Construction; that during the payroll period commencing on the
(Building or Work)

7 day of April, 2013, and ending the 13 day of April, 2013,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Jones Construction Company from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

See Deductions column in this payroll

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

Federal Requirements
- 44 -

- S A M P L E -

- S A M P L E -

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
James Smart - Laborer	Probationary Employee, not yet qualified for pension/welfare benefits - \$56.65 hourly rate

REMARKS:

NAME AND TITLE
Samuel Jones, Owner / President

SIGNATURE
Samuel Jones

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

- S A M P L E -

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
														FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY																
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Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20036.

Federal Requirements

Federal Wage Decision

(will be provided to you for inclusion in the Bid Specification
Manual at the time the Manual is approved by CDC staff)

Please be advised, the included federal wage decision is being provided as a courtesy. The federal wage decisions are updated weekly and the most current versions can be obtained at <https://sam.gov/content/wage-determinations>

This wage decision is subject to change pending modification by the Department of Labor. The actual wages that must be paid will be “locked” at bid opening based on the most current wage decision, and provided a contract is awarded within 90 days of bid opening, and construction is started within 90 days of contract award.

**IOWA AND VERMONT IMPROVEMENT PROJECT
VILLAGE OF VILLA PARK**

APPENDIX B

IRMA CONTRACTUAL INSURANCE GUIDELINES

Superseded General Decision Number: IL20230011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

0 01/05/2024
1 04/05/2024

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 52.01	38.85
Heavy & Highway.....	\$ 52.01	38.85

CARP0555-008 06/01/2020		

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 49.76	38.26

CARP0555-011 06/01/2022		

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver.....	\$ 52.01	38.86

* CARP0790-003 05/01/2023		

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 46.76	35.61

* CARP0790-004 05/01/2023		

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof),
STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 46.76	35.61

* CARP0792-003 05/01/2023		

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 48.00	34.37

ELEC0009-002 05/28/2023		

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 46.92	60.91%
Lineman and Equipment		
Operator.....	\$ 60.15	60.91%

ELEC0117-001 05/29/2023

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 54.61	39.63

ELEC0150-001 05/31/2021

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 42.82	45.77

ELEC0176-011 06/01/2023

WILL COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 52.00	45.01

ELEC0196-001 03/06/2023

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 49.22	34%+7.00+A
Groundman Truck Driver.....	\$ 39.19	34%+7.00+A
Groundman.....	\$ 37.81	34%+7.00+A
Lineman, Substation		
Technician, Cable Splicing		
Technician, Digger		
Operator, Crane Operator		
20 tons and above, and		
Signal Technician.....	\$ 59.17	34%+7.00+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

ELEC0364-003 05/29/2023

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 54.00	40.40

ELEC0461-006 05/29/2023

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 53.32	39.85

ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	105.86%

ENGI0150-015 06/01/2023		

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 50.90	47.80
Group 2.....	\$ 50.35	47.80
Group 3.....	\$ 49.05	47.80
Group 4.....	\$ 47.60	47.80
Group 5.....	\$ 46.15	47.80

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back Machine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket 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; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic

Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 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; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; 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

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that

are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

* ENGI0150-024 05/01/2023

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 54.80	47.70
GROUP 2.....	\$ 54.25	47.70
GROUP 3.....	\$ 52.20	47.70
GROUP 4.....	\$ 50.80	47.70
GROUP 5.....	\$ 49.60	47.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors;

Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket 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; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 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; Fireman on Boilers; Forklift Trucks; Grouting Machines; 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

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3'" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-014 06/01/2023

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 57.25	43.75
Structural and Reinforcing..	\$ 57.00	43.75

IRON0063-003 06/01/2023		

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 55.01	42.23

IRON0393-003 06/01/2021		

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 48.83	39.84

IRON0444-006 06/01/2022		

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.80	42.50

IRON0498-003 06/01/2021		

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

LAB00002-004 06/01/2022		

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.53	33.16
GROUP 3.....	\$ 47.63	33.16
GROUP 4.....	\$ 47.75	33.16
GROUP 5.....	\$ 47.40	33.16

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous
Waste Removal Laborers & Dosimeter use (any device)
Monitoring Nuclear Exposure.

LAB00002-009 06/01/2022

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs.....	\$ 48.40	33.16
16 - 20 lbs.....	\$ 48.90	33.16
21 - 26 lbs.....	\$ 49.40	33.16
27 - 33 lbs.....	\$ 50.40	33.16
34 lbs and over.....	\$ 51.40	33.16
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.53	33.16
GROUP 3.....	\$ 47.63	33.16
GROUP 4.....	\$ 47.75	33.16
GROUP 5.....	\$ 47.40	33.16

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LAB00032-007 05/01/2023

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 43.19	34.91
Skilled Laborer.....	\$ 46.54	34.91

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

LAB00075-002 06/01/2022

WILL COUNTY

	Rates	Fringes
LABORER		

GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.75	33.16
GROUP 3.....	\$ 47.40	33.16
GROUP 4.....	\$ 47.75	33.16
GROUP 5.....	\$ 47.60	33.16
GROUP 6.....	\$ 47.75	33.16
GROUP 7.....	\$ 47.60	33.16

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower

drillers on land and floating plant used on dredging;
 Asphalt gunners and plug men (undercoating on road work);
 Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

 LAB00149-002 06/01/2022

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.68	33.16
GROUP 3.....	\$ 47.68	33.16
GROUP 4.....	\$ 47.68	33.16
GROUP 5.....	\$ 47.63	33.16
GROUP 6.....	\$ 47.75	33.16
GROUP 7.....	\$ 47.75	33.16
GROUP 8.....	\$ 47.40	33.16
GROUP 9.....	\$ 48.40	33.16

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition),
Sheeting & Cribbing, Black top rakers & lutemen, Machine
screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete
breakers & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos abatement laborers, Toxic & hazardous
waste removal laborers & Dosimeter (any device) monitoring
nuclear exposure

LAB00152-003 06/01/2022

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 47.40	33.16
GROUP 2.....	\$ 47.48	33.16
GROUP 3.....	\$ 47.40	33.16
GROUP 4.....	\$ 47.63	33.16
GROUP 5.....	\$ 47.60	33.16
GROUP 6.....	\$ 47.60	33.16

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen;
Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box
Spreaders; Laborers on birch overman and similar spreader
equipment; Laborers on apscs; Laborers on Air Compressors;
Paving Form Setters; Jackhammerman (Concrete); Power Drive
Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunitite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous
waste removal laborers; Dosimeter (any device monitoring
nuclear exposure)

PAIN0014-003 06/01/2022

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 50.30	31.07

PAIN0030-001 06/01/2023

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER		
Brush, Drywall		
Taper/Finisher,		
Sandblaster, and Spray.....	\$ 51.55	26.68

PAIN0030-004 06/01/2023

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller, Spray,		
Sandblasting, Paperhanger,		
Drywall Finishing, Taper,		
and Spray Structural Steel..	\$ 43.90	28.51

PLAS0011-002 06/01/2023

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.25	45.10

PLAS0011-008 06/01/2023

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 50.70	40.60

PLAS0011-013 06/01/2023

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 48.50	42.82

PLAS0011-015 06/01/2023

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.03	36.39
PLASTERER.....	\$ 37.90	37.66

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	24.03

* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 37.68	0.15+a
4 Axle Trucks.....	\$ 37.83	0.15+a
5 Axle Trucks.....	\$ 38.03	0.15+a
6 Axle Trucks.....	\$ 38.23	0.15+a

FOOTNOTES:

- a. \$733.20 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 39.34	10.75+a
4 AXLES.....	\$ 39.49	10.75+a
5 AXLES.....	\$ 39.69	10.75+a
6 AXLES.....	\$ 39.89	10.75+a

FOOTNOTES:

- a. 380.00 per week pension.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks

with hoist and accessories; Foreman; Master Mechanic;
Self-loading equipment like P.B. and trucks with scoops on
the front

* TEAM0325-004 07/01/2023

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles.....	\$ 43.47	25.45
4 Axles.....	\$ 43.62	25.45
5 Axles.....	\$ 43.82	25.45
6 Axles.....	\$ 43.93	25.45

FOOTNOTE: An additional \$.20 per axle shall be paid for all
vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes;
Air Compressor and Welding Machines, including those pulled
by cars, pick-up trucks and tractors; Ambulances; Batch
Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl
Lifts and Hoisters; Helpers;
Mechanics Helpers and Greasers; Oil Distributors, two-man
operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman;
Slurry Trucks, two-man operation; Teamsters; Truck Drivers
hauling warning lights, barricades, and portable toilets on
the job site

Group 2 - Dump Crets and Adgetators 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;
Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over;
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump
Turnapulls or Turnatrailers 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, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers
hauling material over 50 feet long, additional \$0.50 per
hour; Slurry Trucks, one-man operation; Winch Trucks, 3
axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate:
Between Dec. 15 and Feb. 28 the mechanic and welder rate
shall be \$2.00 less than the scheduled scale. Truck Painter
and Truck Welder classifications shall only apply in areas
where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with
hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment
like P.B. and trucks with scoops on the front

* TEAM0330-002 06/01/2019

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.23	0.25+a
4 AXLES.....	\$ 38.38	0.25+a
5 AXLES.....	\$ 38.58	0.25+a
6 AXLES.....	\$ 38.78	0.25+a

FOOTNOTE: a. \$868.50 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic;

Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.47	0.25+a
4 AXLES.....	\$ 38.62	0.25+a
5 AXLES.....	\$ 38.82	0.25+a
6 AXLES.....	\$ 39.02	0.25+a

FOOTNOTE: a. \$861.10 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it

has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

TEAM0731-002 04/01/2023

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER:		
Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	\$ 40.10	20.95

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

IRMA

CONTRACTUAL INSURANCE GUIDELINES

I. INSURANCE REQUIREMENTS

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 hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

CG2037 - Completed Operations – (Exhibit C)

Required if box is checked ☐ ; and

- B. Owners and Contractors Protective Liability (OCP) policy with the member as insured

Required if box is checked ☒ ; and

- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

Coverage required for employee exposure to lead, if box is checked ☒

- E. Builder Risk Property Coverage with member as loss payee

Required if box is checked ☐.

- F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

Required if box is checked ☐.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following, **if required under above scope**:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the member. At the option of the member, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the member, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that 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.
5. If any commercial general liability insurance is being provided under an excess

or umbrella liability policy that does not “follow form,” then the Contractor shall be required to name the member, its officials, employees, agents and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by member. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the member, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers’ compensation coverage applies under contractor’s coverage rather than member’s if the member is borrowing, leasing or in day to day control of contractors employee.

Required if box is checked ☐.

C. Professional Liability (Required if box is checked ☐)

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

Each insurance policy required shall have the member expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, employees, agents and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the member before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

II. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its

officials, employees and agents as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the member, may be retained by the member to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the member.

III. SAFETY/LOSS PREVENTION

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT
C**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Exhibit D (Example)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 Name of Insurance Broker	CONTACT NAME: Producer/Ins. Broker Contact Info.	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED Name of Contractor	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Name of Insurance Company	NAIC # Completed
	INSURER B: Name of Insurance Company	Completed
	INSURER C:	
	INSURER D:	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR Owners & Cont. Prot. (OCP) if requested GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	A ☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request AGGREGATE \$ Per Request
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liability (other specialty coverages as requested)	Y/N N	N/A	Y	Policy Number Inserted	Policy Start Date	Policy Start Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.

No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026). Coverage to additional insured is primary. Additional Insured: Member, its officials, employees, agents and volunteers.

* Member named as cancellation notice recipient.

CERTIFICATE HOLDER

CANCELLATION

Name of Member	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 Signature of authorized insurance company representative

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ACORD 25 (2010/05)

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**IOWA AND VERMONT IMPROVEMENT PROJECT
VILLAGE OF VILLA PARK**

APPENDIX C

VILLAGE OF VILLA PARK ORDINANCE 3733

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS AMENDING THE REQUIREMENTS OF BIDDERS FOR
CONSTRUCTION PROJECTS**

WHEREAS, the Village of Villa Park (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-2) allows the Village to require competitive bidding after advertising for bids in the manner prescribed by ordinance; and,

WHEREAS, the President and Board of Trustees desire to adopt purchasing procedures to provide for additional requirements of bidders for construction projects to have active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training and to have bidders show three similar projects they constructed within the last five years.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That Section 2-219 of the Villa Park Municipal Code, as amended, be and is hereby amended by placing the existing text as subsection A. and adding a new subsection B. to read as follows:

"B. A responsible bidder for the construction of public works projects shall meet and submit evidence of compliance with the following requirements:

- (1) All applicable laws prerequisite to doing business in the State of Illinois,
- (2) A federal employer tax identification number or social security number,
- (3) Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions),
- (4) Certificates of insurance indicating the following coverage's: general liability, worker's compensation, completed operations, automobile, hazardous occupation and product liability
- (5) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act,
- (6) The bidder and all bidder's sub-contractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for each of the trades of work contemplated under the proposed contract,
- (7) All contractors and sub-contractors are required to file certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act (820 ILCS 185/1 et seq.), and

- (8) All bidders must provide three (3) projects of a similar nature constructed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project along with three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the bidder."

Section 2. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

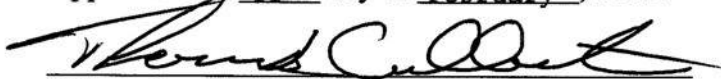
Passed this 11 day of February, 2013.

AYES: ALL

NAYS: Aiello Bulthuis

ABSENT: _____

Approved this 11 day of February, 2013.


Village President

Attest:

Village Clerk



Published in pamphlet form:

2-11, 2013

**IOWA AND VERMONT IMPROVEMENT PROJECT
VILLAGE OF VILLA PARK**

APPENDIX D

IEPA LPC-662 FORM AND REPORT AND PRE-APPROVAL LETTER



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662

Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1) (A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Iowa and Vermont Improvements Project Office Phone Number, if available: _____

Physical Site Location (Street, Road): N. Iowa Avenue and Vermont Street

City: Villa Park State: IL Zip Code: 60181 County: DuPage

Township: York

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.89849 Longitude: - 87.98709

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): 5/1/2024 Approximate End Date (mm/dd/yyyy): Dec 2, 2024

Estimated Volume of debris (cu. Yd.): 800

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Villa Park

Street Address: 20 S. Ardmore Avenue

PO Box: _____

City: Villa Park State: IL

Zip Code: 60181 Phone: 630-834-8500

Contact: Kevin Mantels

Email, if available: kmantels@invillapark.com

Site Operator

Name: _____ TBD

Street Address: _____

PO Box: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Contact: _____

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 20

None of the nine above listed source sites are located on or adjacent to the project limits or excavation areas. Excavation ranges from 8" to 5 feet deep for the roadway resurfacing, ADA sidewalk corner removal and replacements, and watermain replacements, with a few locations where the watermain is to be installed at 10 feet deep. The land use in the project area is primarily road right-of-way and residential lots.

An environmental database report was reviewed and the executive summary is attached. An on site inspection was completed on the day of the soil sampling and is also attached.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 2

The three soil pH results range from 7.0 to 7.1. This is within the acceptable pH range for disposal. A map is attached of the project area and pH sampling locations.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I Kate Kasch Schulstad, PE (owner, operator or authorized representative of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

☐ Owner

☐ Operator

Kate Kasch Schulstad

Printed Name

Kate Kasch Schulstad
Signature

☒ Owner's Duly Authorized Representative

☐ Operator's Duly Authorized Representative

3/12/2024

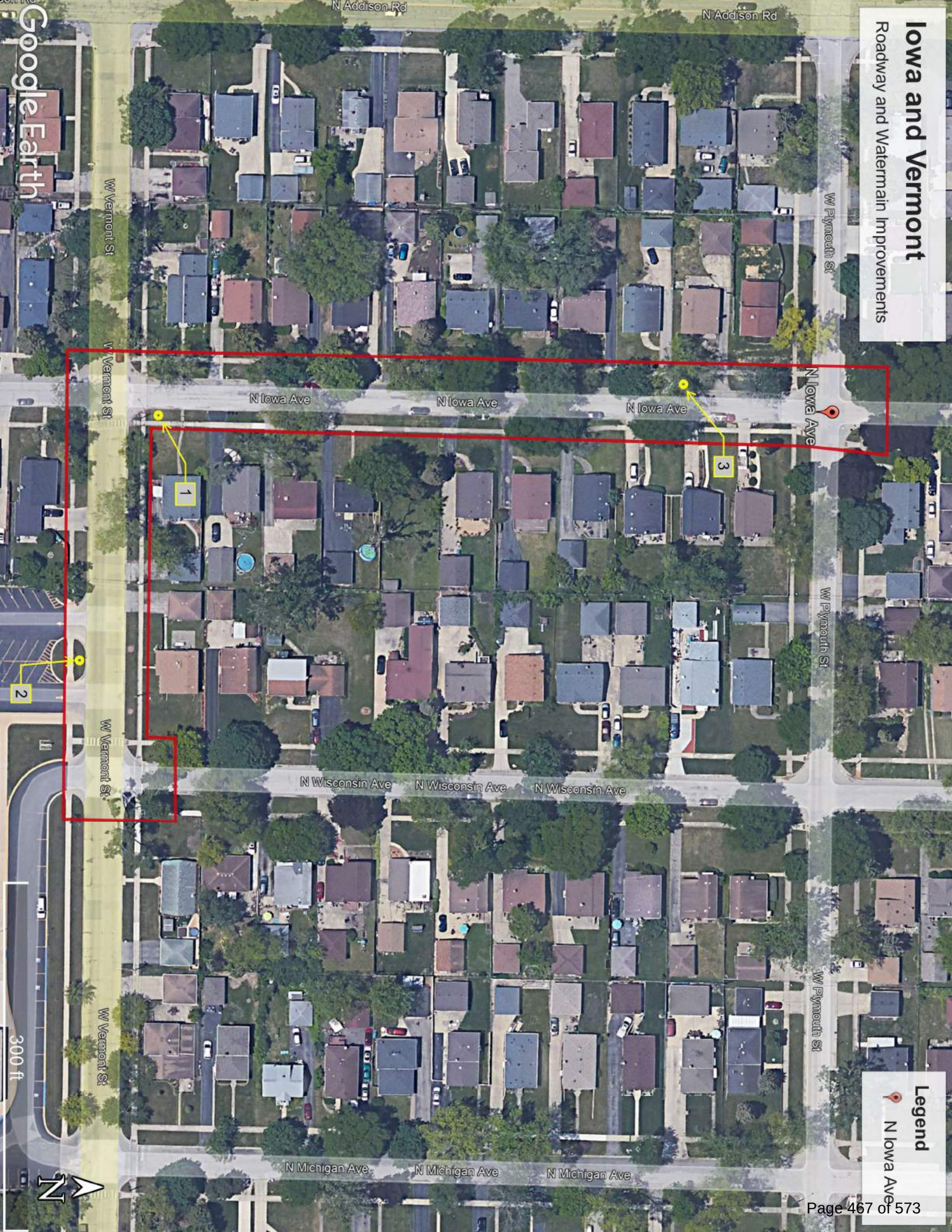
Date

Iowa and Vermont

Roadway and Watermain Improvements

Legend

 N Iowa Ave



Google Earth

Name of Project: Iowa and Vermont Improvements

Address: Along Iowa and Vermont Street

City: Villa Park, Illinois

Testing date: March 11th, 2024

Sample:	1 – Iowa/Vermont Intersection
pH:	7.09
soil temperature:	12.7°C

Sample:	2 – Vermont Street
pH:	7.05
soil temperature:	12.7°C

Sample:	3 – Iowa Street
pH:	7.00
soil temperature:	12.7°C

Device used: Extech Instruments Waterproof ExStick pH Meter

662 Site Inspection Checklist

Location or Project Name: Iowa and Vermont Improvements Project

Address or Address Range: N. Iowa Avenue and Vermont Street

City: Villa Park

Potential Waste Source	Not Found	On Site	Nearby (Approx Dist)
Disposal Facility	X		
Dry Cleaners	X		
Gas Station	X		
Large Batteries or Transformers	X		
Chemical Drums	X		
Motor Repair Facility	X		
Paint Cans or Equipment	X		
Pesticide Containers	X		
Printing Facility or Equipment	X		
Spills, Foul or Fuel Odors	X		
Stained Soil	X		
Storage Tanks leaks	X		
Storage Tanks, above or below ground	X		
Vent/Fill Pipes protruding out of ground	X		
Pits, ponds, or lagoons being used for waste disposal	X		
Imported Soil Fill Onsite or Nearby	X		

Opinion of Inspector why site is not Potentially Impacted Property if Potential Waste Source is on site or nearby.

No sources of concern were noted on or near the roadway or parkway.

pH Test Conducted ☐ No ☒ Yes - pH Result 7.0-7.1

(If yes, summarize sampling method and equipment used or attach certified lab results)

An ExTech Instruments Oakton Waterproof pH Testr was used to collect the soil sample temperature and pH. The pH results were within 6.25 and 9. See attached documents.



DATABASE REPORT

Project Property:	<i>Iowa and Vermont Improvements Project Iowa and Vermont Villa Park IL 60181</i>
Project No:	<i>23.0062.810</i>
Report Type:	<i>Screen Report Plus</i>
Order No:	<i>24030500249</i>
Requested by:	<i>Hampton, Lenzini and Renwick, Inc.</i>
Date Completed:	<i>March 5, 2024</i>

Environmental Risk Information Services

A division of Glacier Media Inc.

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Reliance on information in Report: This report DOES NOT replace a full Phase I Environmental Site Assessment but is solely intended to be used as database review of environmental records.

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Executive Summary

Property Information:

Project Property: *Iowa and Vermont Improvements Project
Iowa and Vermont Villa Park IL 60181*

Project No: *23.0062.810*

Coordinates:

Latitude:	<i>41.89849075</i>
Longitude:	<i>-87.98708658</i>
UTM Northing:	<i>4,638,976.90</i>
UTM Easting:	<i>418,121.60</i>
UTM Zone:	<i>16T</i>

Elevation: *710 FT*

Order Information:

Order No: *24030500249*

Date Requested: *March 5, 2024*

Requested by: *Hampton, Lenzini and Renwick, Inc.*

Report Type: *Screen Report Plus*

Historicals/Products:

ERIS Xplorer [*ERIS Xplorer*](#)

Excel Add-On *Excel Add-On*

Executive Summary: Report Summary

<i>Database</i>	<i>Searched</i>	<i>Project Property</i>	<i>Within 0.250mi</i>	<i>Total</i>
<u>Standard Environmental Records</u>				
Federal				
NPL	Y	0	0	0
PROPOSED NPL	Y	0	0	0
DELETED NPL	Y	0	0	0
SEMS	Y	0	0	0
ODI	Y	0	0	0
SEMS ARCHIVE	Y	0	0	0
CERCLIS	Y	0	0	0
IODI	Y	0	0	0
CERCLIS NFRAP	Y	0	0	0
CERCLIS LIENS	Y	0	0	0
RCRA CORRACTS	Y	0	0	0
RCRA TSD	Y	0	0	0
RCRA LQG	Y	0	0	0
RCRA SQG	Y	0	0	0
RCRA VSQG	Y	0	1	1
RCRA NON GEN	Y	0	3	3
RCRA CONTROLS	Y	0	0	0
FED ENG	Y	0	0	0
FED INST	Y	0	0	0
LUCIS	Y	0	0	0
NPL IC	Y	0	0	0
ERNS 1982 TO 1986	Y	0	0	0
ERNS 1987 TO 1989	Y	0	0	0
ERNS	Y	0	1	1
FED BROWNFIELDS	Y	0	0	0
FEMA UST	Y	0	0	0

Database	Searched	Project Property	Within 0.250mi	Total
FRP	Y	0	0	0
DELISTED FRP	Y	0	0	0
HIST GAS STATIONS	Y	0	0	0
REFN	Y	0	0	0
BULK TERMINAL	Y	0	0	0
SEMS LIEN	Y	0	0	0
SUPERFUND ROD	Y	0	0	0
DOE FUSRAP	Y	0	0	0

State

SSU	Y	0	0	0
DELISTED SSU	Y	0	0	0
SWF/LF	Y	0	0	0
SWF/LF SPECIAL	Y	0	0	0
NIPC	Y	0	0	0
CCDD	Y	0	0	0
LUST	Y	0	2	2
LUST DOCUMENT	Y	0	1	1
DELISTED LUST	Y	0	0	0
LUST TRUST	Y	0	0	0
UST	Y	0	3	3
AST	Y	0	0	0
DELISTED TANK	Y	0	0	0
ENG	Y	0	0	0
INST	Y	0	0	0
AUL	Y	0	0	0
SRP	Y	0	0	0
REM ASSESS	Y	0	0	0
BROWNFIELDS	Y	0	0	0
BROWN MBRGP	Y	0	0	0

Tribal

INDIAN LUST	Y	0	0	0
INDIAN UST	Y	0	0	0
DELISTED INDIAN LST	Y	0	0	0
DELISTED INDIAN UST	Y	0	0	0

County

No County databases were selected to be included in the search.

Additional Environmental Records

<i>Database</i>	<i>Searched</i>	<i>Project Property</i>	<i>Within 0.250mi</i>	<i>Total</i>
Federal				
PFAS GHG	Y	0	0	0
FINDS/FRS	Y	0	7	7
TRIS	Y	0	0	0
PFAS NPL	Y	0	0	0
PFAS FED SITES	Y	0	0	0
PFAS SSEHRI	Y	0	0	0
ERNS PFAS	Y	0	0	0
PFAS NPDES	Y	0	0	0
PFAS TRI	Y	0	0	0
PFAS WATER	Y	0	0	0
PFAS TSCA	Y	0	0	0
PFAS E-MANIFEST	Y	0	0	0
PFAS IND	Y	0	0	0
HMIRS	Y	0	0	0
NCDL	Y	0	0	0
TSCA	Y	0	0	0
HIST TSCA	Y	0	0	0
FTTS ADMIN	Y	0	0	0
FTTS INSP	Y	0	0	0
PRP	Y	0	0	0
SCRD DRYCLEANER	Y	0	0	0
ICIS	Y	0	1	1
FED DRYCLEANERS	Y	0	0	0
DELISTED FED DRY	Y	0	0	0
FUDS	Y	0	0	0
FUDS MRS	Y	0	0	0
FORMER NIKE	Y	0	0	0
PIPELINE INCIDENT	Y	0	0	0
MLTS	Y	0	0	0
HIST MLTS	Y	0	2	2
MINES	Y	0	0	0
SMCRA	Y	0	0	0
MRDS	Y	0	0	0
LM SITES	Y	0	0	0
ALT FUELS	Y	0	0	0
CONSENT DECREES	Y	0	0	0
AFS	Y	0	1	1
SSTS	Y	0	0	0
PCBT	Y	0	0	0

Database	Searched	Project Property	Within 0.250mi	Total
PCB	Y	0	0	0
State				
SPILLS	Y	0	4	4
SPILL OER	Y	0	0	0
PFAS	Y	0	0	0
DRYCLEANERS	Y	0	0	0
DELISTED DRYCLEANERS	Y	0	0	0
IEPA DOCS	Y	0	8	8
CDL	Y	0	0	0
TIER 2	Y	0	0	0
AIR PERMITS	Y	0	1	1
UIC	Y	0	0	0
MEDICAL WASTE	Y	0	0	0
COMPOST	Y	0	0	0

Tribal *No Tribal additional environmental record sources available for this State.*

County *No County additional environmental record sources available for this State.*

Total: 0 35 35

Executive Summary: Site Report Summary - Project Property

<i>Map Key</i>	<i>DB</i>	<i>Company/Site Name</i>	<i>Address</i>	<i>Direction</i>	<i>Distance (mi/ft)</i>	<i>Elev Diff (ft)</i>	<i>Page Number</i>
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No records found in the selected databases for the project property.

Executive Summary: Site Report Summary - Surrounding Properties

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
1	RCRA NON GEN	VILLA PARK SCHOOL DIST #45	255 W VERMONT VILLA PARK IL 60181 <i>EPA Handler ID:</i> ILR000062208	ESE	0.01 / 47.82	0	20
1	FINDS/FRS	JEFFERSON MIDDLE SCHOOL	255 W VERMONT VILLA PARK IL 60181-1943 <i>Registry ID:</i> 110001285617	ESE	0.01 / 47.82	0	22
2	ICIS	JEFFERSON MIDDLE SCHOOL	255 W VERMONT ST VILLA PARK IL 60181 <i>Registry ID:</i> 110001285617	ESE	0.04 / 186.62	0	23
2	AIR PERMITS	Jefferson Middle School	255 W Vermont St Villa Park IL 60181	ESE	0.04 / 186.62	0	23
2	IEPA DOCS	Jefferson Middle School	255 W Vermont St Villa Park IL 60181	ESE	0.04 / 186.62	0	23
2	AFS	JEFFERSON MIDDLE SCHOOL	255 W VERMONT ST VILLA PARK IL 60181	ESE	0.04 / 186.62	0	24
3	FINDS/FRS	BANGIORNO, DINO	444 N 3RD ST VILLA PARK IL 60181 <i>Registry ID:</i> 110018383364	W	0.12 / 645.41	1	26
3	IEPA DOCS	Bangiorno, Dino	444 N 3rd St Villa Park IL 60181	W	0.12 / 645.41	1	27
4	LUST	Cravens Label Holder Corp.	619 North Addison Rd. Villa Park IL 60181 <i>Incident No / Incidents ID / NFR Date:</i> 20021448 2628	NNW	0.16 / 823.68	3	27
4	SPILLS	CRAVENS LABEL HOLDER CORPORATION	619 NORTH ADDISON ROAD VILLA PARK IL <i>Incident No:</i> H 2002 1448	NNW	0.16 / 823.68	3	28
4	UST	Cravens Label Holder Corporation	619 N Addison Road Villa Park, IL 60181 IL <i>Facility No / Facility Status:</i> 2041259 Exempt <i>Tank No / Status / Removed Date:</i> 1 Removed 10/10/2002	NNW	0.16 / 823.68	3	30
4	LUST DOCUMENT	Cravens Label Holder Corp	619 N Addison Rd Villa Park IL 60181	NNW	0.16 / 823.68	3	31

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
4	IEPA DOCS	Cravens Label Holder Corp	619 N Addison Rd Villa Park IL 60181	NNW	0.16 / 823.68	3	31
5	FINDS/FRS	MOWERS BLOWERS AND MORE	631 N ADDISON RD VILLA PARK IL 60181 <i>Registry ID:</i> 110024864173	NNW	0.19 / 991.07	3	32
6	ERNS		639 NORTH ADDISON ROAD VILLA PARK IL 60181 <i>NRC Report No:</i> 945786	NNW	0.19 / 1,005.07	3	32
6	IEPA DOCS	Dagger Tool Co Inc	639 N Addison Rd Villa Park IL 60181	NNW	0.19 / 1,005.07	3	35
7	FINDS/FRS	SANTO THE TAILOR	634 N ADDISON VILLA PARK IL 60181-1419 <i>Registry ID:</i> 110006401429	NNW	0.20 / 1,052.92	3	35
7	IEPA DOCS	Santo The Tailor	634 N Addison Villa Park IL 60161	NNW	0.20 / 1,052.92	3	36
7	RCRA NON GEN	SANTO THE TAILOR	634 N ADDISON VILLA PARK IL 60161 <i>EPA Handler ID:</i> IL0000876664	NNW	0.20 / 1,052.92	3	36
8	UST	Constance M Haupt Trust	701-705 N Addison Rd Villa Park, IL 60181 IL <i>Facility No / Facility Status:</i> 2045922 Exempt <i>Tank No / Status / Removed Date:</i> 1 Abandoned in place , 2 Abandoned in place	NNW	0.21 / 1,112.34	3	38
9	SPILLS	UNKNOWN	IOWA & RIDGE VILLA PARK IL <i>Incident No:</i> 971743	N	0.21 / 1,120.41	-4	39
10	UST	City Doors Inc.	700 N. Iowa Ave. Villa Park, IL 60181 IL <i>Facility No / Facility Status:</i> 2045142 Exempt <i>Tank No / Status / Removed Date:</i> 1 Abandoned in place , 2 Abandoned in place	N	0.22 / 1,186.40	-5	41
11	FINDS/FRS	ALLIED LABS	716 N IOWA VILLA PARK IL 60181-1509 <i>Registry ID:</i> 110005837675	N	0.23 / 1,227.62	-5	42
11	IEPA DOCS	Allied Labs	716 N Iowa Villa Park IL 60181	N	0.23 / 1,227.62	-5	42
11	RCRA NON GEN	ALLIED LABS	716 N IOWA VILLA PARK IL 60181 <i>EPA Handler ID:</i> ILD069964864	N	0.23 / 1,227.62	-5	43

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
12	RCRA VSQG	ZEH AUTO RPR	722 N IOWA AVE VILLA PARK IL 60181 <i>EPA Handler ID: ILD984909168</i>	N	0.24 / 1,252.41	-6	45
12	FINDS/FRS	ZEH AUTO RPR	722 N IOWA AVE VILLA PARK IL 60181 <i>Registry ID: 110005919621</i>	N	0.24 / 1,252.41	-6	47
12	IEPA DOCS	Zeh Auto Repair	722 N Iowa Ave Villa Park IL 60181	N	0.24 / 1,252.41	-6	47
13 I	SPILLS	FRANCIS RAMSITH	400 West Division VILLA PARK IL <i>Incident No: 871414</i>	SSW	0.24 / 1,259.99	-9	48
14	HIST MLTS	ALLIED LABORATORIES, LTD	716 N. IOWA AVENUE VILLA PARK IL 60181	N	0.24 / 1,278.39	-6	49
14 I	HIST MLTS	ALLIED LABORATORIES, LTD	716 N. IOWA AVE. VILLA PARK IL 60181	N	0.24 / 1,278.39	-6	49
15 I	FINDS/FRS	IEPA OER	224 W RIDGE ST VILLA PARK IL 60181 <i>Registry ID: 110018382695</i>	NNE	0.25 / 1,302.07	-11	49
15	SPILLS	UNK	224 W. RIDGE VILLA PARK IL <i>Incident No: 902822</i>	NNE	0.25 / 1,302.07	-11	50
15	IEPA DOCS	IEPA OER	224 W Ridge St Villa Park IL 60181	NNE	0.25 / 1,302.07	-11	51
16 I	LUST	Terrace Supply Co.	710 North Addison Villa Park IL 60181 <i>Incident No / Incidents ID / NFR Date: 931542 15422 12/29/1994</i>	NNW	0.25 / 1,313.07	1	52

Executive Summary: Summary by Data Source

Standard

Federal

RCRA VSQG - RCRA Very Small Quantity Generators List

A search of the RCRA VSQG database, dated Oct 2, 2023 has found that there are 1 RCRA VSQG site(s) within approximately 0.25 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
ZEH AUTO RPR	722 N IOWA AVE VILLA PARK IL 60181	N	0.24 / 1,252.41	12

EPA Handler ID: ILD984909168

RCRA NON GEN - RCRA Non-Generators

A search of the RCRA NON GEN database, dated Oct 2, 2023 has found that there are 3 RCRA NON GEN site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
VILLA PARK SCHOOL DIST #45	255 W VERMONT VILLA PARK IL 60181	ESE	0.01 / 47.82	1

EPA Handler ID: ILR000062208

SANTO THE TAILOR	634 N ADDISON VILLA PARK IL 60161	NNW	0.20 / 1,052.92	7
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EPA Handler ID: IL0000876664

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
ALLIED LABS	716 N IOWA VILLA PARK IL 60181	N	0.23 / 1,227.62	11

EPA Handler ID: ILD069964864

ERNS - Emergency Response Notification System

A search of the ERNS database, dated Feb 20, 2024 has found that there are 1 ERNS site(s) within approximately 0.02 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
	639 NORTH ADDISON ROAD VILLA PARK IL 60181	NNW	0.19 / 1,005.07	6

NRC Report No: 945786

State

LUST - Leaking Underground Storage Tanks (LUST)

A search of the LUST database, dated Nov 27, 2023 has found that there are 2 LUST site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Cravens Label Holder Corp.	619 North Addison Rd. Villa Park IL 60181	NNW	0.16 / 823.68	4
<i>Incident No / Incidents ID / NFR Date: 20021448 / 2628 /</i>				
Terrace Supply Co.	710 North Addison Villa Park IL 60181	NNW	0.25 / 1,313.07	16
<i>Incident No / Incidents ID / NFR Date: 931542 / 15422 / 12/29/1994</i>				

LUST DOCUMENT - Leaking UST Document

A search of the LUST DOCUMENT database, dated Oct 27, 2023 has found that there are 1 LUST DOCUMENT site(s) within approximately 0.50 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Cravens Label Holder Corp	619 N Addison Rd Villa Park IL 60181	NNW	0.16 / 823.68	4

UST - Underground Storage Tank Database (UST)

A search of the UST database, dated Nov 27, 2023 has found that there are 3 UST site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Cravens Label Holder Corporation	619 N Addison Road Villa Park, IL 60181 IL <i>Facility No / Facility Status: 2041259 / Exempt</i> <i>Tank No / Status / Removed Date: 1 / Removed / 10/10/2002</i>	NNW	0.16 / 823.68	4
Constance M Haupt Trust	701-705 N Addison Rd Villa Park, IL 60181 IL <i>Facility No / Facility Status: 2045922 / Exempt</i> <i>Tank No / Status / Removed Date: 1 / Abandoned in place / , 2 / Abandoned in place /</i>	NNW	0.21 / 1,112.34	8
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
City Doors Inc.	700 N. Iowa Ave. Villa Park, IL 60181 IL <i>Facility No / Facility Status: 2045142 / Exempt</i> <i>Tank No / Status / Removed Date: 1 / Abandoned in place / , 2 / Abandoned in place /</i>	N	0.22 / 1,186.40	10

Non Standard

Federal

FINDS/FRS - Facility Registry Service/Facility Index

A search of the FINDS/FRS database, dated Sep 8, 2023 has found that there are 7 FINDS/FRS site(s) within approximately 0.02 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
JEFFERSON MIDDLE SCHOOL	255 W VERMONT VILLA PARK IL 60181-1943 <i>Registry ID: 110001285617</i>	ESE	0.01 / 47.82	<u>1</u>
BANGIORNO, DINO	444 N 3RD ST VILLA PARK IL 60181 <i>Registry ID: 110018383364</i>	W	0.12 / 645.41	<u>3</u>
MOWERS BLOWERS AND MORE	631 N ADDISON RD VILLA PARK IL 60181 <i>Registry ID: 110024864173</i>	NNW	0.19 / 991.07	<u>5</u>
SANTO THE TAILOR	634 N ADDISON VILLA PARK IL 60181-1419 <i>Registry ID: 110006401429</i>	NNW	0.20 / 1,052.92	<u>7</u>
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
ALLIED LABS	716 N IOWA VILLA PARK IL 60181-1509 <i>Registry ID: 110005837675</i>	N	0.23 / 1,227.62	<u>11</u>
ZEH AUTO RPR	722 N IOWA AVE VILLA PARK IL 60181 <i>Registry ID: 110005919621</i>	N	0.24 / 1,252.41	<u>12</u>
IEPA OER	224 W RIDGE ST VILLA PARK IL 60181 <i>Registry ID: 110018382695</i>	NNE	0.25 / 1,302.07	<u>15</u>

ICIS - Integrated Compliance Information System (ICIS)

A search of the ICIS database, dated Jan 21, 2023 has found that there are 1 ICIS site(s) within approximately 0.02 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
JEFFERSON MIDDLE SCHOOL	255 W VERMONT ST VILLA PARK IL 60181 <i>Registry ID: 110001285617</i>	ESE	0.04 / 186.62	<u>2</u>

HIST MLTS - Historic Material Licensing Tracking System (MLTS) sites

A search of the HIST MLTS database, dated Jan 31, 2010 has found that there are 2 HIST MLTS site(s) within approximately 0.02 miles of the project property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
ALLIED LABORATORIES, LTD	716 N. IOWA AVE. VILLA PARK IL 60181	N	0.24 / 1,278.39	14
ALLIED LABORATORIES, LTD	716 N. IOWA AVENUE VILLA PARK IL 60181	N	0.24 / 1,278.39	14

AFS - Air Facility System

A search of the AFS database, dated Oct 17, 2014 has found that there are 1 AFS site(s) within approximately 0.02 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
JEFFERSON MIDDLE SCHOOL	255 W VERMONT ST VILLA PARK IL 60181	ESE	0.04 / 186.62	2

State

SPILLS - Spills and Incidents

A search of the SPILLS database, dated Jan 23, 2024 has found that there are 4 SPILLS site(s) within approximately 0.12 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
CRAVENS LABEL HOLDER CORPORATION	619 NORTH ADDISON ROAD VILLA PARK IL	NNW	0.16 / 823.68	4
<i>Incident No: H 2002 1448</i>				

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
UNKNOWN	IOWA & RIDGE VILLA PARK IL	N	0.21 / 1,120.41	9
<i>Incident No: 971743</i>				
FRANCIS RAMSITH	400 West Division VILLA PARK IL	SSW	0.24 / 1,259.99	13
<i>Incident No: 871414</i>				
UNK	224 W. RIDGE VILLA PARK IL	NNE	0.25 / 1,302.07	15
<i>Incident No: 902822</i>				

IEPA DOCS - IEPA Document Explorer

A search of the IEPA DOCS database, dated Oct 27, 2023 has found that there are 8 IEPA DOCS site(s) within approximately 0.02 miles of the project property.

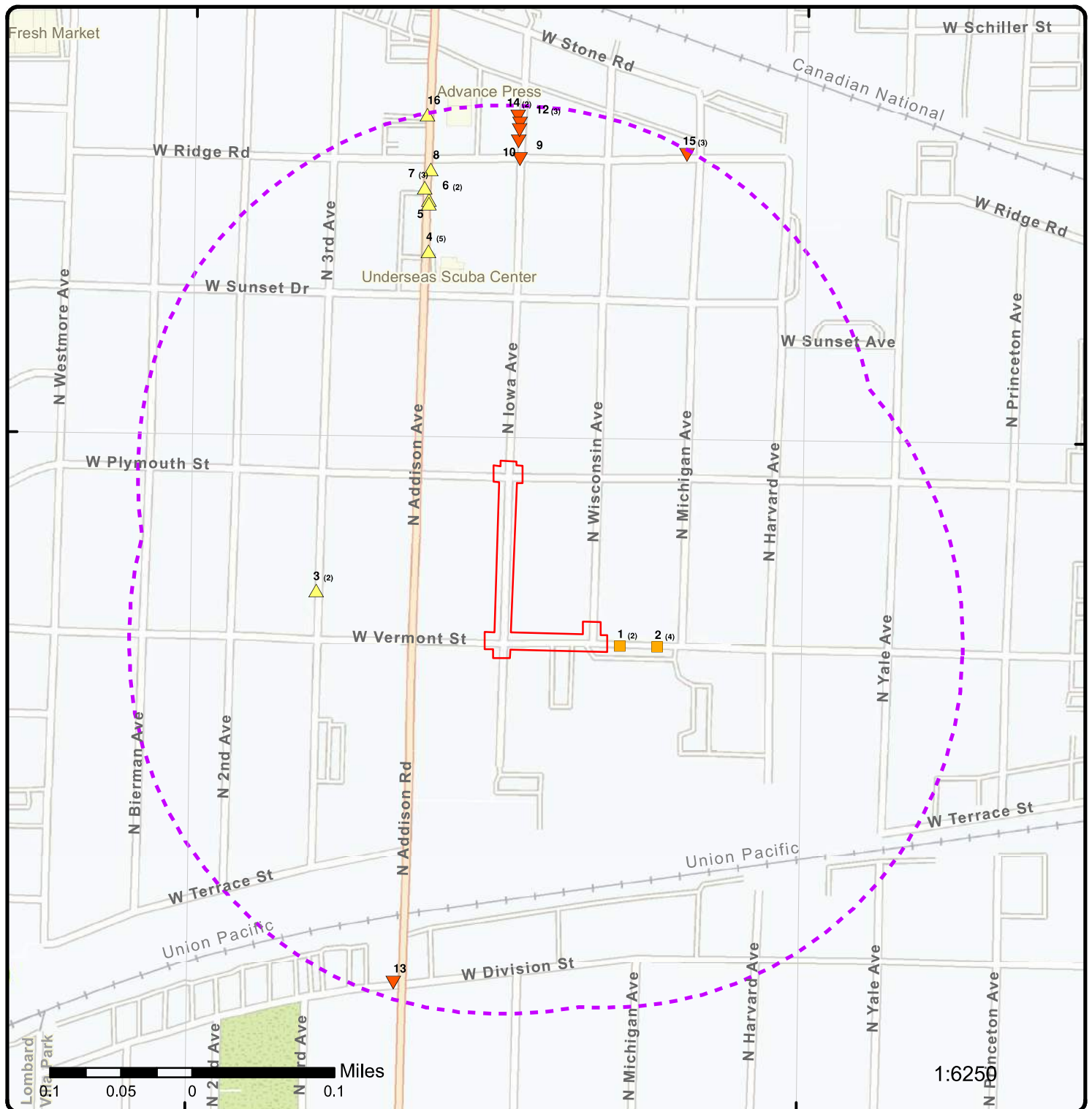
<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Jefferson Middle School	255 W Vermont St Villa Park IL 60181	ESE	0.04 / 186.62	<u>2</u>
Bangiorno, Dino	444 N 3rd St Villa Park IL 60181	W	0.12 / 645.41	<u>3</u>
Cravens Label Holder Corp	619 N Addison Rd Villa Park IL 60181	NNW	0.16 / 823.68	<u>4</u>
Dagger Tool Co Inc	639 N Addison Rd Villa Park IL 60181	NNW	0.19 / 1,005.07	<u>6</u>
Santo The Tailor	634 N Addison Villa Park IL 60161	NNW	0.20 / 1,052.92	<u>7</u>

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Allied Labs	716 N Iowa Villa Park IL 60181	N	0.23 / 1,227.62	<u>11</u>
Zeh Auto Repair	722 N Iowa Ave Villa Park IL 60181	N	0.24 / 1,252.41	<u>12</u>
IEPA OER	224 W Ridge St Villa Park IL 60181	NNE	0.25 / 1,302.07	<u>15</u>

AIR PERMITS - Air Permits

A search of the AIR PERMITS database, dated Oct 27, 2023 has found that there are 1 AIR PERMITS site(s) within approximately 0.25 miles of the project property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction</u>	<u>Distance (mi/ft)</u>	<u>Map Key</u>
Jefferson Middle School	255 W Vermont St Villa Park IL 60181	ESE	0.04 / 186.62	<u>2</u>



Map: 0.25 Mile Radius

Order Number: 24030500249

Address: Iowa and Vermont, Villa Park, IL



Project Property

Buffer Outline

▲ Sites with Higher Elevation

▲ Sites with Same Elevation

▲ Sites with Lower Elevation

○ Sites with Unknown Elevation

Areas with Higher Elevation

Areas with Same Elevation

Areas with Lower Elevation

Areas with Unknown Elevation

Freeways; Highways

Traffic Circle; Ramp

Major & Minor Arterial

Traffic Circle; Ramp

Local Road

Rail

State

Country

National Wetland

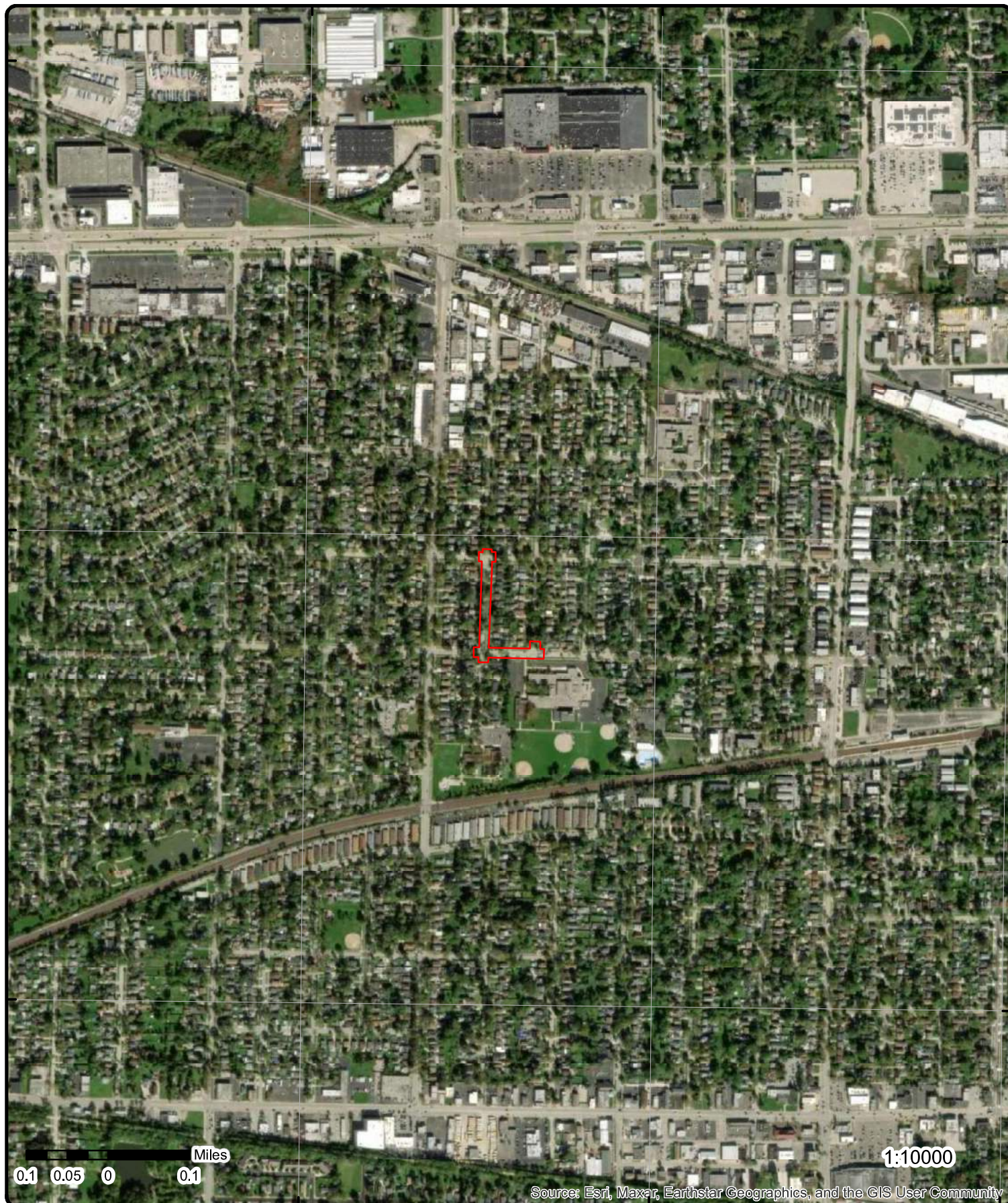
Indian Reserve Land

100 Year Flood Zone

500 Year Flood Zone

FWS Special Designation Areas

National Priorities List (Active, Delisted, Proposed, Institutional Control)



Aerial Year: 2021

Address: Iowa and Vermont, Villa Park, IL

Source: ESRI World Imagery

Order Number: 24030500249



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Page 487 of 573

41°55'N

41°54'30"N

41°54'N

41°53'30"N

41°53'N

41°52'30"N

41°55'N

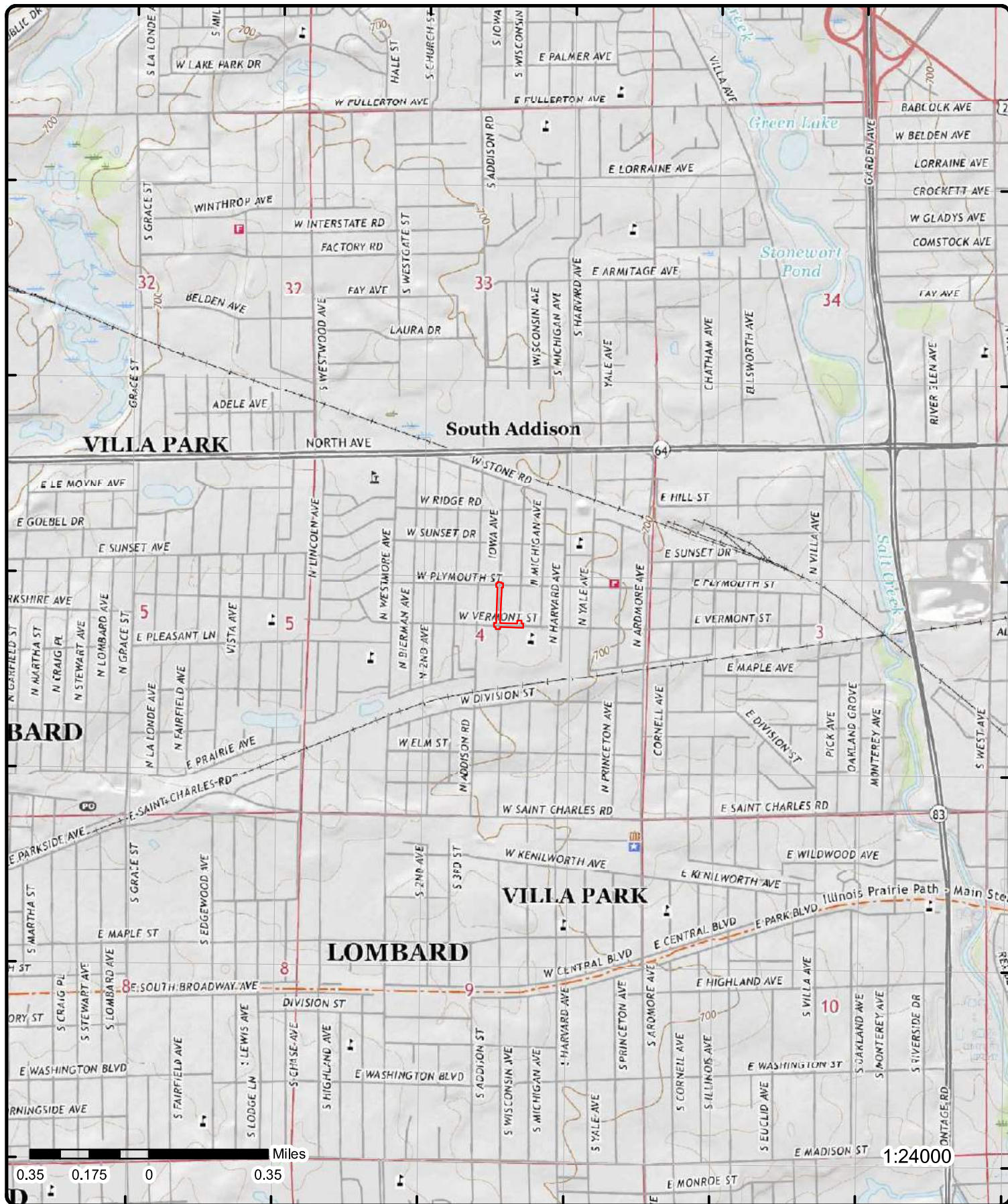
41°54'30"N

41°54'N

41°53'30"N

41°53'N

41°52'30"N



Topographic Map

Year: 2021

Order Number: 24030500249

Address: Iowa and Vermont, IL

Quadrangle(s): Elmhurst IL

Source: USGS Topographic Map



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BLUFF CITY MATERIALS, INC

**2252 SOUTHWIND BLVD
BARTLETT, IL 60103**

12 March 2024

Kate Kasch Schulstad P.E.
Hampton Lenzini and Renwick Inc.
380 Shepard Dr.
Elgin, IL 60123
Office: 847-697-6700
Cell: 815-404-0753
Email:kkasch@hlreng.com

Re: Letter of Acceptance
Iowa and Vermont Improvements Project

Dear Ms. Schulstad:

Bluff City Materials has reviewed the LPC-662 and the pH test results for your project located on N. Iowa Avenue and Vermont Street in Villa Park, IL. Based on the project information provided in your LPC-662 certification, Bluff City Materials agrees to accept the CCDD certified material at our facilities located in Elgin and Lake in the Hills, IL.

Bluff City Materials is permitted by the IEPA to accept this material and our IEPA Permit number is CCDD2011-001-DE/OP. All loads entering the facility are inspected visually, with a photo ionization detector (PID) meter, and manifested from the source location. Our facilities comply with all local zoning codes and all applicable local, state and federal rules and regulations.

If you have any questions, please contact me at 630.497.8700 x 289

Sincerely,

Andy Paxson
Bluff City Materials
Environmental Assessments

**IOWA AND VERMONT IMPROVEMENT PROJECT
VILLAGE OF VILLA PARK**

APPENDIX E

GEOTECHNICAL REPORT

**GEOTECHNICAL ENGINEERING REPORT
IOWA AVENUE AND VERMONT STREET
IMPROVEMENT PROJECT
VILLA PARK, ILLINOIS**

for:

**TranSystems Corporation
1475 East Woodfield Road, Suite 600
Schaumburg, IL 60173**

Submitted by:

**Wang Engineering, Inc.
1145 North Main Street
Lombard, IL 60148
(630) 953-9928**

February 24, 2023

TABLE OF CONTENTS

1.0 INTRODUCTION	1
2.0 METHODS OF INVESTIGATION.....	1
2.1 FIELD INVESTIGATION.....	1
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3.0 INVESTIGATION RESULTS.....	2
3.1 EXISTING PAVEMENT STRUCTURE.....	2
3.2 LITHOLOGICAL PROFILE	2
3.3 GROUNDWATER CONDITIONS	3
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5.0 CONSTRUCTION CONSIDERATIONS	5
5.1 EXCAVATION AND DEWATERING	5
5.2 FILLING AND BACKFILLING	5
5.3 EARTHWORK OPERATIONS	5
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REFERENCES

EXHIBITS

- 1. Site Location Map*
- 2. Boring Location Plan*
- 3. Soil Profile*
- 4. Area of Subgrade Treatment*

APPENDIX A

- Boring Logs*

APPENDIX B

- Pavement Cores*

**GEOTECHNICAL REPORT
IOWA AVENUE AND VERMONT STREET
IMPROVEMENT PROJECT
VILLA PARK, ILLINOIS
FOR
TRANSYSTEMS CORPORATIONS**

1.0 INTRODUCTION

This report presents the results of our subsurface investigation, laboratory testing, geotechnical evaluations, and recommendations for Phase 2 design of the proposed Iowa Avenue and Vermont Street Improvement project in the Village of Villa Park, DuPage County, Illinois. A *Site Location Map* is presented as Exhibit 1.

Wang Engineering, Inc. (Wang) understands the improvement will include watermain design, sanitary sewer rehabilitation, storm sewer improvements, roadway reconstruction at Iowa Avenue and patching at Vermont Street, and ADA design. The purpose of this investigation was to characterize the site soil and groundwater conditions and provide geotechnical recommendations to support the proposed roadway reconstruction of Iowa Avenue. We understand that the improvement along Vermont Street only consists of pavement patching. Therefore, no investigation is required along Vermont Street.

2.0 METHODS OF INVESTIGATION

The following sections outline the subsurface and laboratory investigations performed by Wang.

2.1 Field Investigation

The subsurface investigation was performed by Wang on February 15, 2023. Two soil borings, designated as B-01 and B-02, were drilled on Iowa Avenue to a depth of 11 feet below ground surface (bgs). In addition, two pavement cores were performed on Iowa Avenue.

Soil boring and pavement coring locations were selected by Wang and approved by TranSystems Corporation (TranSystems). The as-drilled northings, eastings, and elevations were acquired with a mapping-grade GPS unit. Please note that our GPS has ± 3 feet vertical precision and the actual boring elevation should be checked against topo surveys. Boring location data are presented in the *Boring Logs* (Appendix A) and the as-drilled boring locations are shown in the *Boring Location Plan* (Exhibit 2).

A truck-mounted drilling rig, equipped with hollow stem augers, was used to advance and maintain open boreholes. Soil sampling was performed according to AASHTO T206, "*Penetration Test and Split Barrel Sampling of Soils*." The soil was sampled continuously to 11 feet below ground surface (bgs). Soil samples collected from each sampling interval were placed in sealed jars and transported to the laboratory for further examination and laboratory testing. Pavement cores were obtained using a hand operated coring machine equipped with a 4.0-inch diameter diamond impregnated core barrel.

Field boring logs, prepared and maintained by a Wang geologist, include lithological descriptions, visual-manual soil classifications, results of Rimac and pocket penetrometer unconfined compressive strength tests, and results of Standard Penetration Tests (SPT) recorded as blows per 6 inches of penetration.

Groundwater levels were measured while drilling and at completion of each boring. The boreholes were backfilled upon completion with soil cuttings, and the surface was restored as close as possible to its original condition.

2.3 Laboratory Testing

Soil samples were tested in the laboratory for moisture content (ASTM D 2216). Field visual descriptions of the soil samples were verified in the laboratory.

3.0 INVESTIGATION RESULTS

Detailed descriptions of the soil conditions encountered during the subsurface investigation are presented in the attached *Boring Logs* (Appendix A) and in the *Soil Profile* (Exhibit 3). Please note that strata contact lines represent approximate boundaries between soil types. The actual transition between soil types in the field may be gradual in horizontal and vertical directions.

3.1 Existing Pavement Structure

Two pavement cores were collected along Iowa Avenue. The pavement cores revealed that the existing pavement structure consists of 3.75 inches of asphalt followed by crushed stone base course. Photographs of pavement cores are presented in Appendix B, *Pavement Cores*.

3.2 Lithological Profile

Borings B-01 and B-02 were drilled through 3.5-inch thick asphalt pavement over 11 inches of sandy gravel aggregate base.

Beneath the aggregate base, Borings B-01 and B-02 drilled encountered 1.0 to 1.1 feet of very stiff, brown to dark gray silty clay to silty clay loam fill with unconfined compressive strength (Q_u) values of 2.0 to 2.5 ton per square foot (tsf) and moisture content values of 21 to 27 %. Beneath the fill, the borings encountered stiff to hard clay to silty clay loam with Q_u values of 1.0 to 7.5 tsf and moisture content values of 14 to 33%.

3.3 Groundwater Conditions

Groundwater was not encountered during drilling and at the completion of drilling. We estimate the groundwater is deep seated, below 10 feet bgs.

4.0 ANALYSES AND RECOMMENDATIONS

The following sections present the results of our analyses and recommendations for the proposed improvements.

4.1 Site Preparation

It is recommended the existing pavement be stripped within the limits of reconstruction. Based on results of our subsurface investigation, we expect the subgrade will consist of very stiff silty clay to silty clay loam.

After stripping, the stability of the exposed subgrade should be immediately observed for the presence of any unsuitable and/or unstable soils to determine if remedial treatment is necessary. The subgrade should be proofrolled to observe the amount of deflection and rutting taking place under the wheels of heavy construction equipment. Using either static (SCP) or dynamic (DCP) cone penetrometer tests, all soft areas should be evaluated according to IDOT Subgrade Stability Manual (2005).

4.2 Subgrade Treatment Recommendations

Based on the soil borings drilled along Iowa Avenue, the proposed pavement will be supported on very stiff silty clay to silty clay loam subgrade. A pavement conforming to IDOT Mechanistic Pavement Design (MPD) will require a minimum improved subgrade layer of 12 inches thick beneath the pavement to ensure a stable working platform. In general, the subgrade soils have Q_u values greater than 1.0 tsf. Please note that Boring B-01 revealed very stiff soils with moisture content values of 27 to 33% below 1.5 feet bgs. We recommend improvement by removal of an additional 6 inches of subgrade beyond the required minimum of 12 inches of *Aggregate Subgrade Improvement*. The

area requiring additional treatment is shown in Table 1 and in Exhibit 4. Special attention should be given to these areas during construction to check for the presence of soils with high moisture within the exposed subgrade. The replacement material should be *Aggregate Subgrade Improvement* as per IDOT District One Special Provision.

Table 1: Subgrade Treatment Recommendations

Limits	Proposed Treatment	Treatment Depth* (inches)	Treatment Width (feet)	Boring Reference, Subgrade Concern
Iowa Ave. from Vermont St. to 300 feet north of Vermont St.	Remove and Replace	6	Full Pavement Width	B-01 (MC= 27 to 33%)

*Measured below the 12 inches improved subgrade layer.

The frost depth for pavement design in northeastern Illinois is 42 inches. Groundwater was not encountered during and at the completion of drilling; thus, these soils will exhibit low frost susceptibility. Any high moisture soils, if not otherwise unsuitable or unstable, encountered within the exposed roadway subgrade should be disked, dried, and compacted before placement of base course materials.

4.3 Subgrade Support Rating

The pavement could be designed for SSR value of POOR or based on an IBR of 2, as per IDOT correlation to the silty clay to silty clay loam soil or A-7-6 soil classification.

4.4 Roadway Drainage

The cohesive subgrade will exhibit poor drainage characteristics. The proposed subgrade and pavement should have proper surface grading to remove water accumulation and prevent pooling of water. To drain the subgrade, we suggest considering the installation of underdrains. The underdrains should be installed as per Section 601 of the IDOT Standard Specifications (2022).

5.0 CONSTRUCTION CONSIDERATIONS

5.1 Excavation and Dewatering

Excavations should be performed in accordance with local, state, and federal regulations. The potential effect of ground movements upon nearby roadways and utilities should be considered during construction. Any excavation should be sloped at no greater than 1:1.5(V:H).

The Contractor should ensure proper surface grading to prevent the pooling of run-off into open excavations. Any water allowed to enter excavations should immediately be removed via sump pump.

5.2 Filling and Backfilling

Fill used to complete removal and replacement of any unstable or unsuitable soils encountered during construction should be pre-approved by the Engineer. Compacted cohesive or granular soil conforming to Section 204 of IDOT's Standard Specification (2016), Borrow and Furnished Excavation would be acceptable as embankment fill. The fill material should be free of organic matter and debris and should be placed in lifts and compacted in accordance to Section 205 of IDOT's Standard Specification (2022), Embankment.

5.3 Earthwork Operations

The required earthwork can be accomplished with conventional construction equipment. Moisture and traffic will cause deterioration of exposed subgrade soils. Precautions should be taken by the Contractor to prevent water erosion of the exposed subgrade. A compacted subgrade will minimize water runoff erosion.

Earth moving operations should be scheduled to not coincide with excessive cold or wet weather (early spring, late fall or winter). Any soil allowed to freeze or soften due to the standing water should be removed. Wet weather can cause problems with subgrade compaction.

It is recommended that an experienced geotechnical engineer be retained to inspect the exposed subgrade, monitor earthwork operations, and provide material inspection services during the construction phase of this project.

6.0 QUALIFICATIONS

The analysis and recommendations submitted in this report are based upon the data obtained from the borings drilled at the locations shown on the boring logs and in Exhibit 2. This report does not reflect any variations that may occur between the borings or elsewhere on the site, variations whose nature and extent may not become evident until the course of construction. If changes are planned to the proposed improvements as described in this report, we should be timely informed so that our recommendations can be adjusted accordingly.

It has been a pleasure to assist TranSystems on this project. Please call if there are any questions, or if we can be of further service.

Respectfully Submitted,

WANG ENGINEERING, INC.

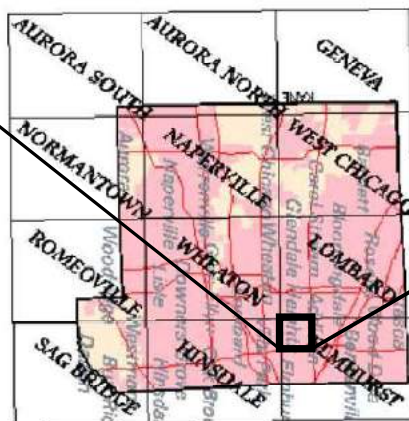
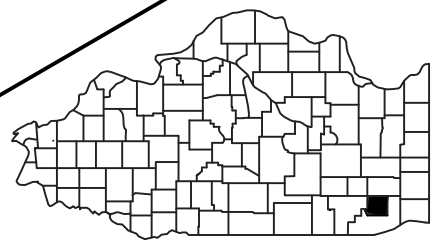
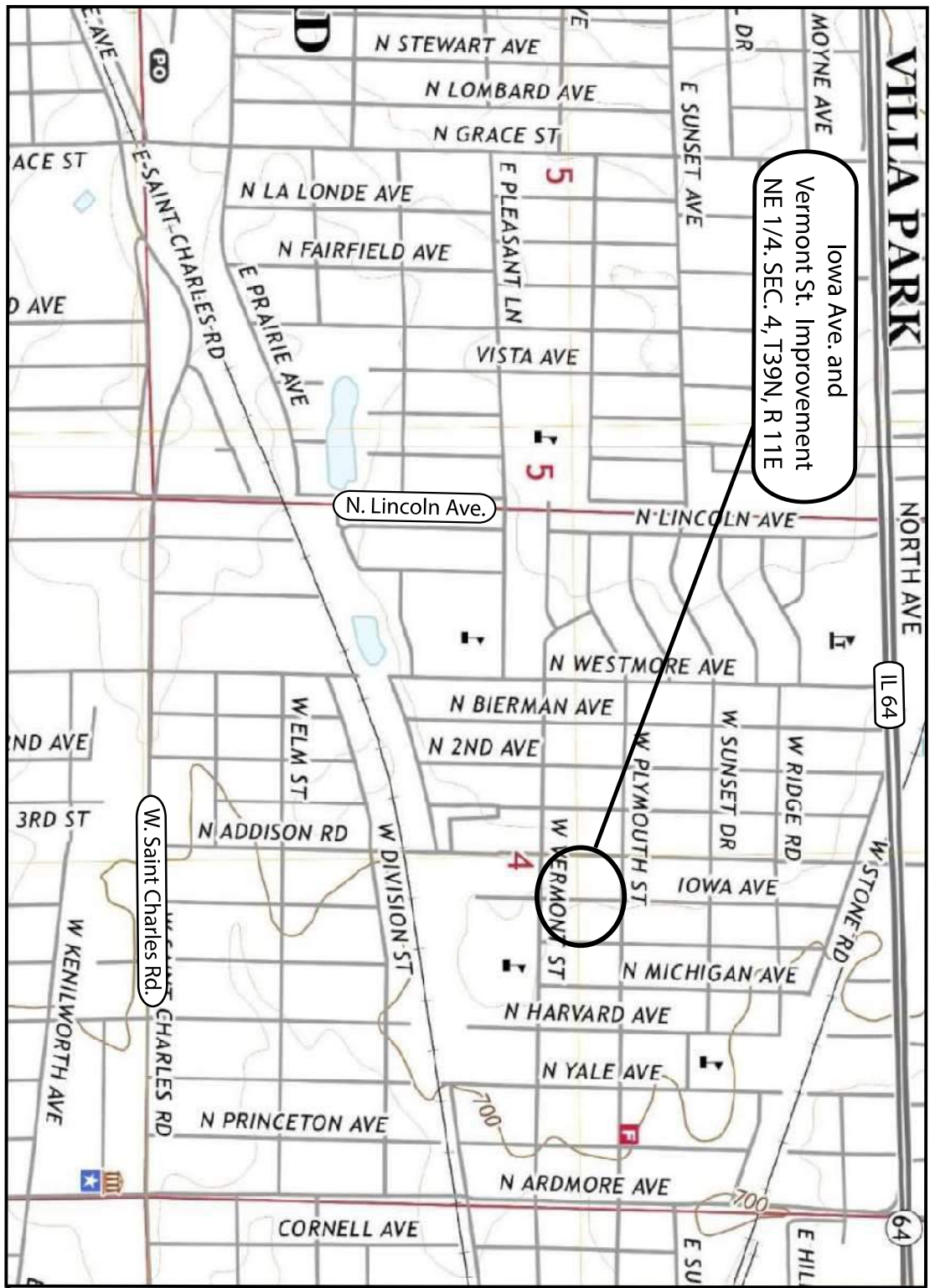
Andri Kurnia, P.E.
Senior Engineer

Mohammed Kothawala, P.E., D.GE, F. ASCE
QA/QC Reviewer

REFERENCES

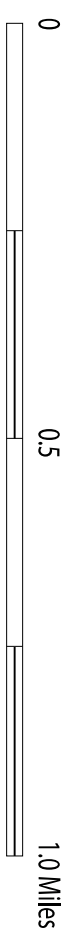
- IDOT (2016) *Standard Specifications for Road and Bridge Construction*. Illinois Department of Transportation. 1098 pp.
- IDOT (2015) *Geotechnical Manual*, Illinois Department of Transportation.
- IDOT (2005) *Subgrade Stability Manual*, Illinois Department of Transportation.

EXHIBITS



DuPage County

Scale



SITE LOCATION MAP: IOWA AVENUE AND VERMONT STREET IMPROVEMENT
PROJECT: VILLA PARK, DUPAGE COUNTY, ILLINOIS

SCALE: GRAPHICAL

EXHIBIT 1

DRAWN BY: D. You
CHECKED BY: A. Kurma

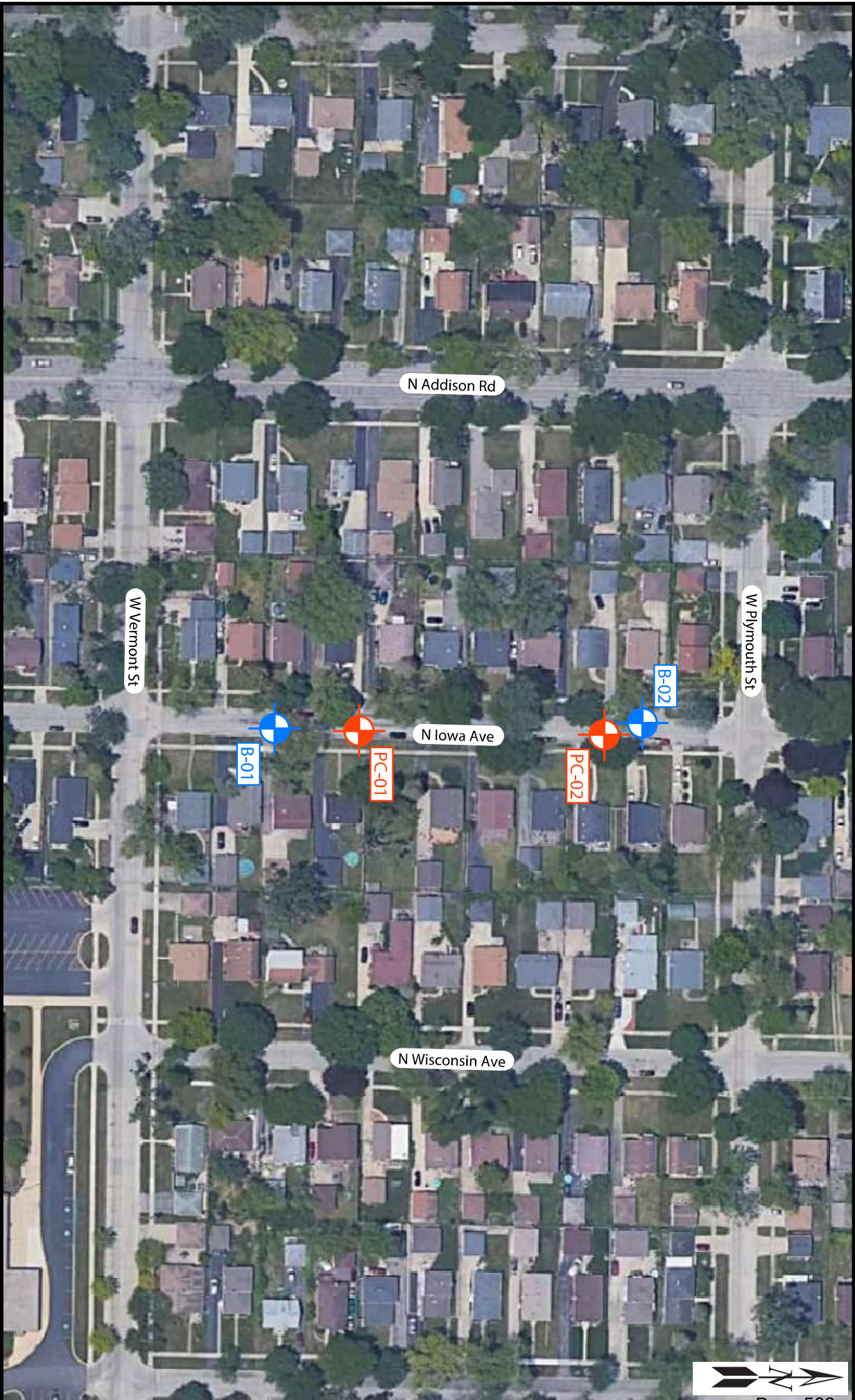


A Terracon Company

1145 N. Main Street
Lombard, IL 60148
www.wangeng.com

FOR TRANSSYSTEMS

KE225261



Legend

-  Soil Boring
-  Pavement Core

Scale



BORING LOCATION PLAN: IOWA AVENUE AND VERMONT STREET IMPROVEMENT
PROJECT, VILLA PARK, DUPAGE COUNTY, ILLINOIS

SCALE: GRAPHICAL

EXHIBIT 2

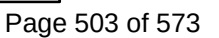
DRAWN BY: D. You
CHECKED BY: A. Kuria

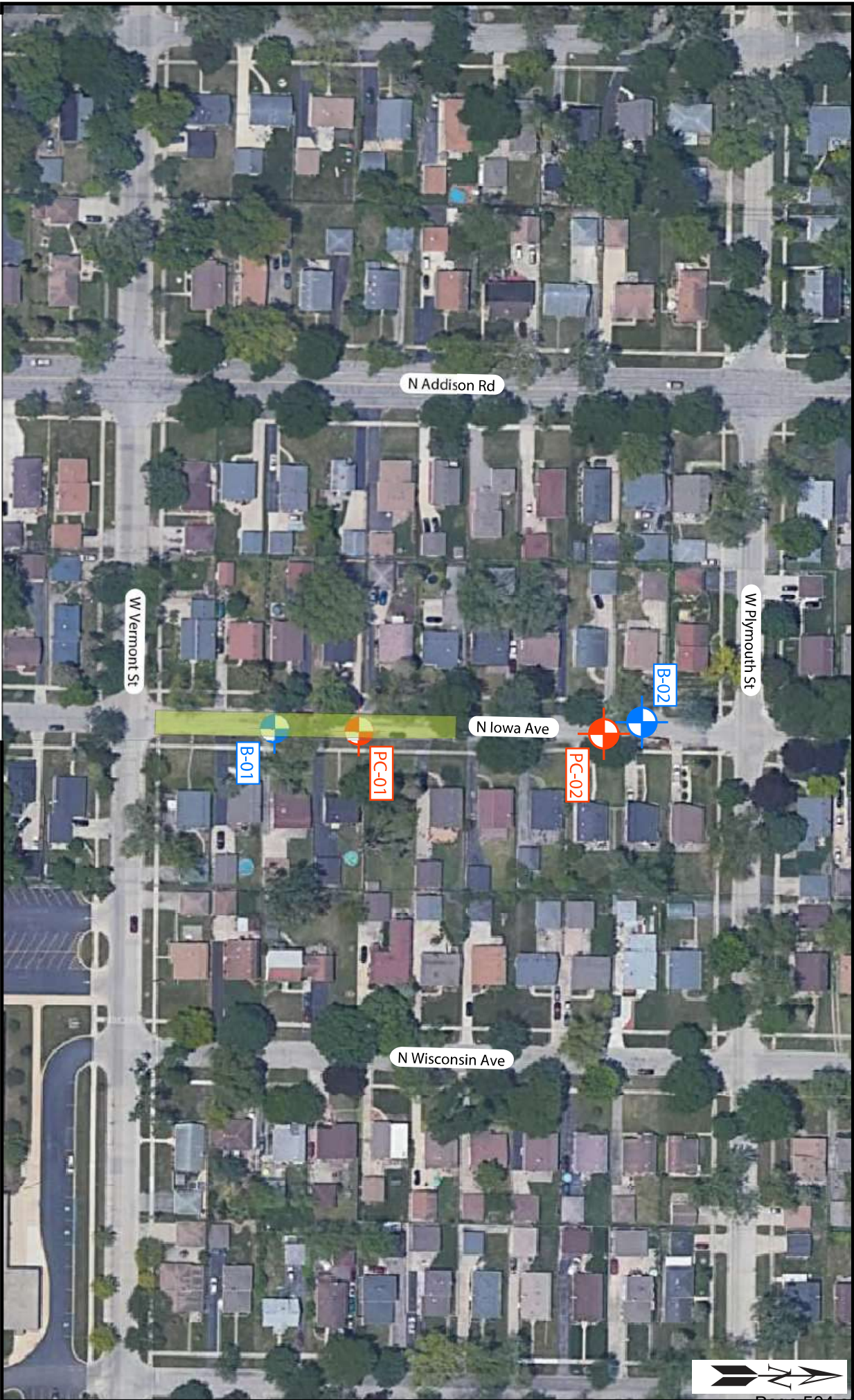


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FOR TRANSSYSTEMS

KE225261





Legend



Soil Boring



Pavement Core



Area of Subgrade Treatment

Scale

0

200

400 feet

AREA OF SUBGRADE TREATMENT: IOWA AVENUE AND VERMONT STREET
IMPROVEMENT PROJECT; VILLA PARK, DUPAGE COUNTY, ILLINOIS

SCALE: GRAPHICAL

EXHIBIT 4

DRAWN BY: D. You
CHECKED BY: A. Kuria



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FOR TRANSSYSTEMS

KE225261

APPENDIX A



wangeng@wangeng.com
1145 N. Main Street
Lombard, IL 60148
Telephone: 630-953-9928
Fax: 630-953-9938

BORING LOG B-01

WEI Job No.: KE225261

Client **TranSystems Corporation**
Project **Iowa Ave. and Vermont St. Improvement**
Location **Villa Park, Illinois**

Datum: NAVD 88
Elevation: 712.21 ft
North: 1905730.83 ft
East: 1078442.52 ft
Station: NA
Offset: NA

Profile	Elevation (ft)	SOIL AND ROCK DESCRIPTION	Depth (ft)	Sample Type recovery	Sample No.	SPT Values (blw/6 in)	Qu (tsf)	Moisture Content (%)	Profile	Elevation (ft)	SOIL AND ROCK DESCRIPTION	Depth (ft)	Sample Type recovery	Sample No.	SPT Values (blw/6 in)	Qu (tsf)	Moisture Content (%)
	711.93	3.5-inch thick ASPHALT --PAVEMENT--															
	711.0	Brown SANDY GRAVEL --AGGREGATE BASE--				2											
	710.0	Very stiff, dark brown SILTY CLAY, trace gravel; damp --FILL-- --RDR 2--			1	3 4 5	2.00 P	27									
		Stiff, brown and gray SILTY CLAY to CLAY; damp to moist --RDR 2--			2	3 3 3 5	0.98 B	33									
		--sand seam--			3	3 3 5 5	0.98 B	27									
		--silt lens--			4	2 3 3 4	1.72 B	27									
	702.7	Very stiff, brown SILTY CLAY LOAM, trace gravel --RDR 2--	10		5	2 7 11 12	3.53 B	14									
	701.2	Boring terminated at 11.00 ft															
			15														
			20														

GENERAL NOTES

Begin Drilling **02-15-2023** Complete Drilling **02-15-2023**
Drilling Contractor **Wang Testing Services** Drill Rig **20CME55T[81%]**
Driller **RR>** Logger **F. Bozga** Checked by **J. Bensen**
Drilling Method **2.25" ID HSA; boring backfilled upon completion**

WATER LEVEL DATA

While Drilling **DRY**
At Completion of Drilling **DRY**
Time After Drilling **NA**
Depth to Water **NA**

The stratification lines represent the approximate boundary between soil types; the actual transition may be gradual.



wangeng@wangeng.com
1145 N. Main Street
Lombard, IL 60148
Telephone: 630-953-9928
Fax: 630-953-9938

BORING LOG B-02

WEI Job No.: KE225261

Client **TranSystems Corporation**
Project **Iowa Ave. and Vermont St. Improvement**
Location **Villa Park, Illinois**

Datum: NAVD 88
Elevation: 710.58 ft
North: 1906096.23 ft
East: 1078435.14 ft
Station: NA
Offset: NA

[illegible]

GENERAL NOTES

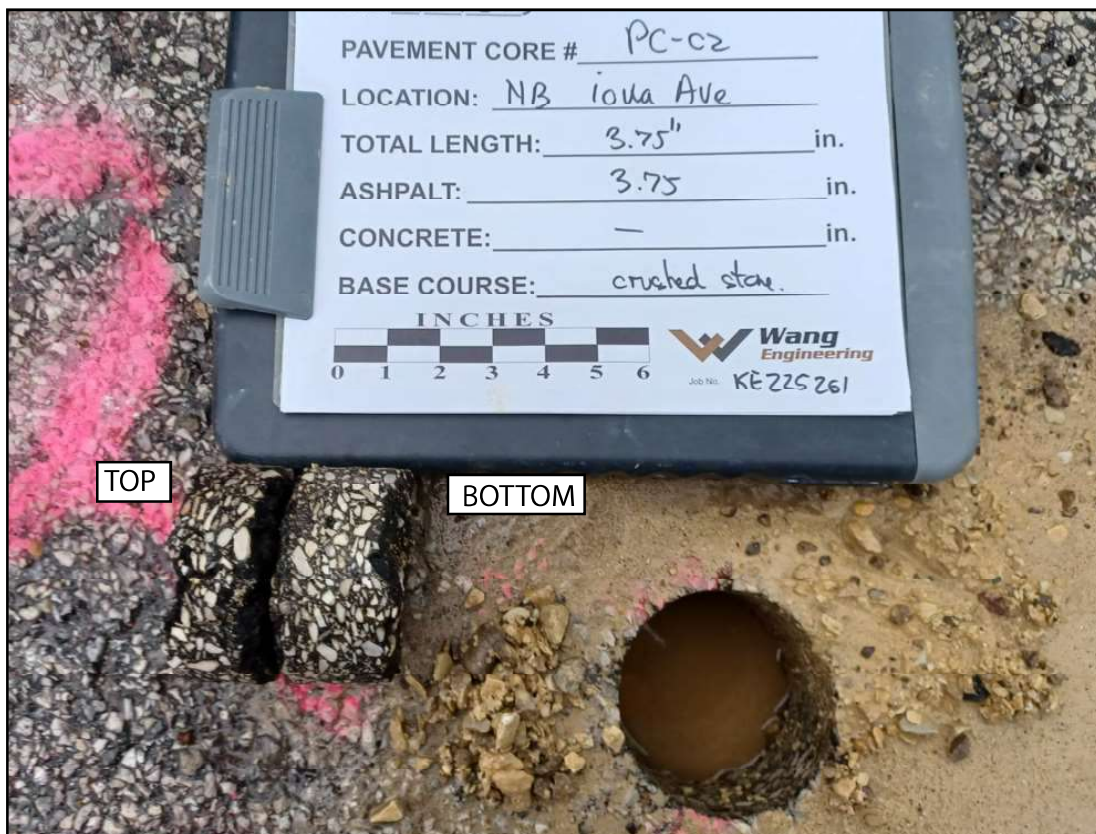
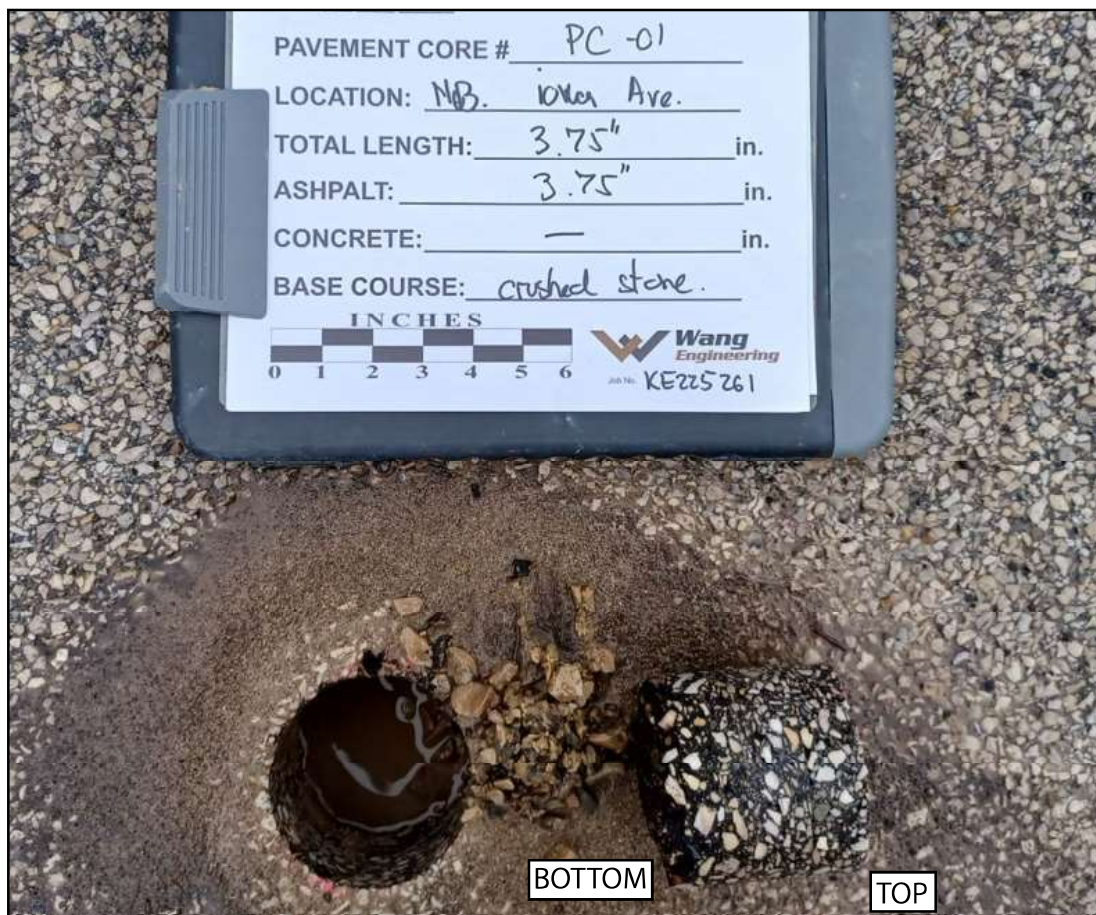
Begin Drilling **02-15-2023** Complete Drilling **02-15-2023**
 Drilling Contractor **Wang Testing Services** Drill Rig **20CME55T[81%]**
 Driller **RR>** Logger **F. Bozga** Checked by **J. Bensen**
 Drilling Method **2.25" ID HSA; boring backfilled upon completion**

WATER LEVEL DATA

While Drilling		DRY
At Completion of Drilling		DRY
Time After Drilling		NA
Depth to Water		NA

The stratification lines represent the approximate boundary between soil types; the actual transition may be gradual.

APPENDIX B



PAVEMENT CORE: IOWA AVENUE AND VERMONT STREET IMPROVEMENT
 PROJECT; VILLA PARK, DUPAGE COUNTY, ILLINOIS

SCALE: GRAPHICAL

APPENDIX B

DRAWN BY: D. You
 CHECKED BY: A. Kurnia



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 Lombard, IL 60148
 www.wangeng.com

FOR TRANSYSTEMS

**IOWA AND VERMONT IMPROVEMENT PROJECT
VILLAGE OF VILLA PARK**

APPENDIX F

VILLAGE OF VILLA PARK WATER WORK PROCEDURES

Village of Villa Park

Water Work Procedures



Water Shutdowns

Scheduling of Water Work

Water shutdowns are not permitted on Mondays or on the first day of the work week if the first day of the work week is not a Monday.

Water shutdowns are not permitted on Fridays.

The water may only be shut down between the hours of 9:00 am and 4:00 pm.

Scheduled water shutdowns may not affect any resident or business on two consecutive days.

Exceptions to these requirements may be made on a case-by-case basis upon written request from the contractor and written approval from the Village.

Contractor's Notice to Village

The Contractor shall provide a written request to the Village by e-mail to engineering@invillapark.com a minimum of seven days prior to the shutdown. The written request shall identify the proposed date or dates for which water shutdowns are requested, backup dates, and the exact items of work to be completed each day of shutdown. Requests for shutdowns received less than seven days prior to the shutdown will be rejected and no shutdown will be provided.

Village Evaluation

The Public Works Utilities Division will evaluate the items of proposed work, identify the valves which need to be operated, and exercise those valves and evaluate the shutdown a minimum of 48 hours prior to the scheduled shutdown. The Utilities Division will then provide the Engineering Division a list or map of the valves expected to be operated as part of the shutdown.

Resident Notification

Following confirmation from the Utilities Division as to which valves will be operated as part of a shutdown, the Engineering Division will determine which residents will be affected by the shutdown and generate a map of residents who are to be notified.

The Engineering Division or its consultant will deliver door hanger letters to the affected residents a minimum of 24 hours prior to the scheduled start of the shutdown.

The Engineering Division will also issue a CodeRED notification, including e-mail, mobile app, text, Twitter, and Facebook distribution; and/or an e-mail notification to residents whose e-mail addresses are on record; a minimum of 24 hours prior to the scheduled start of the shutdown. The Engineering Division will also notify the Village of Villa Park Fire Department.

Village of Villa Park

Water Work Procedures



Shutdown

Shutdown shall only be performed by the Public Works Utilities Division. The Public Works Utilities Division will report to the site in advance of the scheduled shutdown time, confirm the shutdown and the timeframe with the contractor, and initiate the shutdown. Upon shutdown, Public Works Utilities Division staff will notify the contractor that the water is shut down and then notify Public Works office staff that the water is shut down.

Public Works office staff will contact DU-COMM and the Village of Villa Park Fire Department to inform them that the water is off.

Inspection

In addition to any Engineering Division or consultant staff that may be responsible for oversight of the project, all water work must be inspected by the Public Works Utilities Division. Water work may not be backfilled until inspection is completed, the water is turned back on, and the Utilities Division gives approval to backfill.

Inspections by the Public Works Utilities Division must be requested by the contractor by calling the Public Works Department at (630) 834-8505. It is recommended that calls for inspections be placed an hour in advance of the time an inspection is needed. The final inspection request of the workday must be made at least one hour prior to the scheduled end of the shutdown.

Turn-on

Turn-on shall only be performed by the Public Works Utilities Division. Upon turn-on, Public Works Utilities Division staff will inspect the work a final time and confirm there are no leaks. If there are none they will notify the contractor and Public Works office staff that the water is turned on.

Public Works office staff will contact DU-COMM and the Village of Villa Park Fire Department to inform them that the water is on.

Required Materials

All materials furnished shall comply with the latest requirements of the Federal Safe Drinking Water Act.

Water Main Pipe

Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push on joints conforming to AWWA C111.

Water Main Fittings

Water main fittings shall be ductile iron conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings shall be cement mortar lined and tar coated in accordance with AWWA C104.

Village of Villa Park

Water Work Procedures



Fittings shall have mechanical joint end connections unless otherwise specified. Fittings shall include tees, crosses, reducers, and all other fittings as may be necessary.

Mechanical Joint Restraints

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

Hardware

All bolts, threaded rods, nuts, washers, and other hardware and fasteners to be installed below grade shall be stainless steel. Bolts and threaded rods shall be Type 304 stainless steel. Nuts and washers shall be Type 300 stainless steel.

Water Valves

Water valves shall be AMERICAN Flow Control Series 2500 Ductile Iron Resilient Wedge Gate Valves conforming to ANSI/AWWA C515, with mechanical joint end connections, of the diameter specified, or approved equal. All exterior valve body bolting shall be Type 304 stainless steel.

Water Valve Vaults

Water valve vaults shall be precast reinforced concrete with a minimum diameter of 4 ft. for valves 8 in. diameter or less and with a minimum diameter of 5 ft. for valves 10 in. diameter or more. The cone section of the valve vault shall have a concentric opening. The pipe openings in the valve vault shall be fitted with rubber pipe boots.

Fire Hydrants

Fire hydrants shall be AMERICAN Flow Control 5 ¼" Waterous Pacer Fire Hydrant Model WB67-250, conforming to ANSI/AWWA C502, with all stainless steel trim, above ground breakable flanges, and auxiliary resilient wedge gate valve and valve box. Fire hydrants shall be fitted with DDP arrangement nozzle sections with one 4 ½ in. pumper nozzle and two 2 ½ in. hose nozzles with National Standard threads and a National Standard operating nut.

Fire hydrants shall be factory painted red, prime coated with an epoxy, and finish coated with a two-part polyurethane top coat. Fire hydrants that are not factory painted red will be considered unacceptable and will be rejected. Contractor shall take all necessary care during installation and backfilling so as not to damage the factory paint coating of the hydrants.

Fire hydrants shall be furnished with a 6' - 0" bury depth. Fire hydrants which are to be constructed on existing water mains where a 6' - 0" bury depth is incompatible with the depth of the existing water main shall be substituted with a fire hydrant of a different bury depth as approved by the Engineer.

Auxiliary valves shall be AMERICAN Flow Control Series 2500 Ductile Iron Resilient Wedge Gate Valves conforming to ANSI/AWWA C515, with mechanical joint end connections, 6 in. diameter. All exterior valve body bolting shall be Type 304 stainless steel.

Village of Villa Park

Water Work Procedures



Valve boxes shall have a cover embossed with the word "WATER".

Hydrant lead pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push on joints conforming to AWWA C111, 6 in. diameter.

Valve box stabilizer grips shall be by BLR Enterprises, Inc., or approved equal.

Valve box adapters shall be Adaptor Valve Box Adaptor II (VBA-II), or approved equal.

Water Main Repair Couplings

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

Repair Sleeves

Repair sleeves shall be Smith-Blair Full Circle Repair Clamps of the appropriate diameter and of sufficient length.

Tapping Saddles

Tapping saddles shall be Smith-Blair 317 double stainless steel strap ductile iron service saddle with TaperSeal gasket and wraparound 304 stainless steel strap. Tapping saddles shall be used for all water service lines 1-1/2 in. diameter to 2 in. diameter.

Water service lines that are 1 in. in diameter shall be direct tap. Water service lines larger than 2 in. in diameter require a mechanical joint connection.

Water Service Line Pipe

Water service line pipe shall be Type "K" seamless copper water tubing conforming to ASTM B88, of the diameter specified. The pipe shall be marked with the manufacturer's name or trademark and with markings indicating the type of the pipe.

Water Service Line Couplings

Water service line couplings shall be Mueller H-15400 straight three part unions with copper flare nuts on both ends, conforming to ANSI/AWWA C800, of the size needed. Compression fittings will not be permitted.

Corporation Stops (Corps)

Corporation stops shall be Mueller 300 Ball Corporation Valve Model B 25000 with AWWA taper (Mueller "CC") thread inlet and copper flare straight connection outlet.

Village of Villa Park

Water Work Procedures



Curb Stops (Roundways)

Curb stops shall be Mueller 300 Ball Curb Valve Model B 25154 with copper flare nuts on both ends, quarter turn check, and Minneapolis pattern thread top.

Curb Boxes (B-boxes)

Curb boxes shall be Mueller extension type curb box Model H 10302 with Minneapolis pattern base, 1 ½ in. inside diameter, and 2 ½ in. base tapping diameter.

Personnel Contact Information

NAME	DIVISION	ROLE	PHONE
Michael Guerra	Public Works Admin	Director of Public Works	(630) 918-0114
Rich Salerno	Public Works Admin	Deputy Director of Public Works	(847) 962-1289
Kevin Mantels	Engineering Division	Assistant Village Engineer	(630) 290-1331
Karla Bastien	Engineering Division	Civil Engineer	(630) 688-0556
Dennis Jessen	Utilities Division	Utilities Foreman	(630) 418-3112
Tom Venchus	Utilities Division	Lead Worker	(630) 918-0921
Jeff Deeke	Utilities Division	Maintenance Worker II	(630) 207-0029
Dan Coulter	Utilities Division	Maintenance Worker II	(630) 917-4810
Nick Vecchione	Utilities Division	Maintenance Worker II	(630) 361-4795

Village of Villa Park

Water Shutdown Procedures



Scheduling of Water Shutdowns

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The Contractor shall provide a written request to the Village by e-mail to engineering@invillapark.com a minimum of **seven days** prior to the shutdown. The written request shall identify the proposed date or dates for which water shutdowns are requested, backup dates, and the exact items of work to be completed each day of shutdown. Requests for shutdowns received less than seven days prior to the shutdown will be rejected and no shutdown will be provided.

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Shutdown shall only be performed by the Public Works Utilities Division. The Public Works Utilities Division will report to the site in advance of the scheduled shutdown time, confirm the shutdown and the timeframe with the contractor, and initiate the shutdown. Upon shutdown, Public Works Utilities Division staff will notify the contractor that the water is shut down.

Inspection

In addition to any Engineering Division or consultant staff that may be responsible for oversight of the project, all water work must be inspected by the Public Works Utilities Division. **Water work may not be backfilled until inspection is completed**, the water is turned back on, and the Utilities Division gives approval to backfill.

Inspections by the Public Works Utilities Division must be requested by the contractor by calling the Public Works Department at (630) 834-8505. It is recommended that calls for inspections be placed an hour in advance of the time an inspection is needed. The final inspection request of the workday must be made at least one hour prior to the scheduled end of the shutdown.

Turn-on

Turn-on shall only be performed by the Public Works Utilities Division. Upon turn-on, Public Works Utilities Division staff will inspect the work a final time and confirm there are no leaks. If there are none they will notify the contractor that the water is turned on.

Village of Villa Park

Water Shutdown Procedures



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**IOWA AND VERMONT IMPROVEMENT PROJECT
VILLAGE OF VILLA PARK**

APPENDIX G

IEPA WATER MAIN PERMIT (NOT IN THIS SUBMITTAL)



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: June 10, 2024

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Iowa and Vermont Improvement Project in an Amount Not to Exceed \$173,450.28.

RECOMMENDED ACTION:

This Resolution authorizes the Village President to execute an agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Iowa and Vermont Improvement Project in an amount not to exceed \$173,450.28. This project requires extensive oversight due to the Community Development Block Grant (CDBG) documentation requirements and the proposed vendor has experience with CDBG projects. Staff recommends approval of the Resolution.

BACKGROUND:

The Iowa and Vermont Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to improve the condition of the roadway and improve water system capacity and reliability. The scope of the Iowa and Vermont Improvement Project includes the replacement of the existing water main on North Iowa Avenue from Vermont Street to Plymouth Street and on West Vermont Street from Michigan Avenue to Iowa Avenue. The scope also includes street improvements on North Iowa Avenue from Vermont Street to Plymouth Street and all necessary restoration work for these improvements. The project requires additional support in the construction oversight of the Iowa and Vermont Improvement project that involves the installation of a new water main along with the reconstruction of Iowa from Vermont Street to Plymouth. V3 companies performed the same services for the Village on previous Section and are very familiar with the requirements of the Village and CDBG funding.

DISCUSSION:

Public Works staff proposes an engineering services agreement with V3 Companies, Ltd., to perform the construction engineering in an amount not to exceed \$173,450.28. Staff completed a consultant Qualification Based Selection (QBS) process to evaluate consultants to perform construction engineering services for projects, and V3 Companies, Ltd. was selected as one of the firms to perform these services for the Village based on their qualifications. Additionally, V3 companies performed the phase III engineering on the previous section (Michigan and Vermont Improvement

Project) so they are very familiar with the details of the extension of the water main, the Village requirements, and the CDBG paperwork associated with the funding the Village is receiving from the County.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Iowa and Vermont Improvement Project in an Amount Not to Exceed \$173,450.28

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended a proposed construction engineering services agreement with V3 Companies, Ltd., of Woodridge, Illinois, to perform Phase III professional construction engineering services for the Michigan and Vermont Improvement Project (“Project”) in an amount not to exceed One Hundred Seventy-Three Thousand Four Hundred Fifty and 28/100 (\$173,450.28) Dollars; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with V3 Companies, Ltd., to provide professional construction engineering services for Phase III of the Project.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

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

Section 2: That *Agreement between the Village of Villa Park, Illinois, and V3 Companies, Ltd., for the furnishing of Professional Construction Engineering Services for the Iowa Avenue and Vermont Street Improvement Project – Phase III*, is hereby approved in substantially the form attached hereto as Exhibit “A”, and incorporated herein, and the Village President is hereby

Resolution No. _____

authorized to execute, and the Village Clerk to attest, same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 3: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 10th day of June, 2024, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this ____ day of June, 2024

Village President

Attest: _____
Village Clerk

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
V3 COMPANIES, LTD.,
for the furnishing of
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
for the
IOWA AND VERMONT IMPROVEMENT PROJECT – PHASE III

THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and V3 COMPANIES, LTD., hereinafter referred to as the “ENGINEER,” has been prepared and executed to provide for professional construction engineering services for the Michigan and Vermont Improvement Project – Phase III, hereinafter referred to as the “PROJECT”.

This agreement is hereinafter referred to as the “AGREEMENT”. The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the VILLAGE'S professional construction engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated May 2, 2024, entitled “Iowa Avenue and Vermont Street Improvement Project – Construction Engineering Services – Villa Park, Illinois”, attached hereto as Exhibit A and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

3. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or

programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

4. The ENGINEER shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of \$500,000 per accident.

- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER'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, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating

that the ENGINEER'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) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

5. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries,

deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

6. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

7. The ENGINEER 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 ENGINEER further represents and warrants to the VILLAGE that the ENGINEER 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 ENGINEER 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.

8. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

9. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

12. This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

14. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of construction engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

15 The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

16 The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

17. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

18. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to

the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

20. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

21. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

24. The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed One Hundred Seventy-Three Thousand Four Hundred Fifty 28/100 (\$173,450.28) Dollars.

2. For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after

the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the VILLAGE the information needed for rendering of the services of this AGREEMENT. The VILLAGE shall provide to the ENGINEER such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. **Payment of ENGINEER'S Fee.** The VILLAGE, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

- a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
- b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager

b. If to the ENGINEER:

V3 COMPANIES, LTD.
7325 Janes Avenue
Woodridge, Illinois 60517
Attn: Christopher Hoffman, Senior Project Manager

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

4. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

5. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

6. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

7. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

8. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

9. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

10. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

D. CERTIFICATION OF ENGINEER

- 1.** The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a.** not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b.** not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c.** not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d.** in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e.** in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:
 - (1)** Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) 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 are maintained. As used in this section, the term “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.

- (8) ENGINEER (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 ENGINEER will retain such certifications in its files.
 - (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 - g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

- (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing 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.
 - j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
 - k. not having 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 ENGINEER.
 - l. not having given to any officer or employee of the VILLAGE 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.
 - m. the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ENGINEER shall review its records and promptly produce to the VILLAGE any

records in the ENGINEER'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2024.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

ATTEST:

By _____
Nick Cuzzone, Village President

By _____
Village Clerk

Executed by the ENGINEER, this _4th_ day of __June__, 2024.

V3 COMPANIES, LTD.
7325 Janes Avenue
Woodridge, Illinois 60517

By: 
_Matthew E. Powers, Its Vice President

EXHIBIT A
Proposal Dated May 2, 2024
**Iowa Avenue and Vermont Street Improvement Project – Construction Engineering
Services – Villa Park, Illinois**



May 2, 2024

Mr. Michael Guerra, P.E.
Public Works Director
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

**RE: Iowa Avenue and Vermont Street Improvements
Construction Engineering Services
Villa Park, Illinois**

Dear Mr. Guerra:

On behalf of V3 Companies, Ltd. (V3), we are pleased to submit this proposal for Construction Engineering Services for the Iowa Avenue and Vermont Street Improvements in the Village of Villa Park, Illinois. V3 has provided similar services for other construction projects in Villa Park, and we are fully aware of the requirements of the Village and the Illinois Department of Transportation.

PROJECT UNDERSTANDING

V3 understands that the Village of Villa Park is requesting on-site inspection and documentation services required related to the Iowa Avenue and Vermont Street Improvements project. V3 will provide field personnel to observe the work and help assure that it is constructed in accordance with contract documents, as well as Village of Villa Park and Illinois Department of Transportation standards and specifications.

SCOPE OF SERVICES

The following summarizes the general scope of services we will provide for the duration of the project which will consist of three phases:

- Pre-Construction Phase;
 - Construction Phase;
 - Final Close-out Phase.
1. **Pre-Construction Phase** – We will provide the following services during the pre-construction phase:
 - a. Attend all “pre-construction” meetings;
 - b. Set-up project files, field books and records for progress documentation. Project documentation will be performed to *IDOT Documentation* standards.
 - c. Document existing conditions with electronic photographs and videos;

2. **Construction Phase** – We will provide the following services during the construction phase:

- a. Perform on-site inspection to help assure completion of the work in accordance with contract documents;
- b. Perform inspections of erosion and sediment control measures installed by contractors and document conditions as required by governing agencies;
- c. Verify contractor's layout on an as needed basis;
- d. Prepare and submit weekly reports to the Village;
- e. Provide the Village written construction updates as necessary;
- f. Communication and coordination with local stakeholders;
- g. Measurements and computation of pay items;
- h. Preparation and submission of all partial and final pay estimates and change orders;
- i. Coordinate with the Village's QA Testing Firm (the QA testing firm will invoice the Village directly);
- j. Review of contractor prepared paperwork required for CDBG funding;
- k. Preparation of reports and documents as requested by the Village related to CDBG funding.

3. **Final Close-out Phase** – We will provide the following services during the close-out phase:

- a. Prepare and monitor the completion of the final punch-list;
- b. Conduct final inspection of contractor's work;
- c. Review of final contractor prepared paperwork required for CDBG funding;
- d. Preparation of final reports and documents as requested by the Village related to CDBG funding;
- e. Prepare "Record Drawings" of the completed project in both CAD and PDF formats;
- f. Complete and submit all final measurements, calculations and final contract records.

COMPENSATION

V3 shall be paid a Direct Labor Multiplier of 2.80 times the employee's hourly rate for the actual hours expended to perform the services. V3 estimates the staffing fees and expenses for Construction Engineering Services related to this project shown in the attached Exhibit A as summarized below:

Total Estimated Fee for Resident Engineering Services: \$ 173,450.28

Should our services be needed beyond the estimated level of effort, this fee may need to be increased to continue providing the inspection services until construction is complete. V3 will not exceed the above fee without the Village's approval.

MISCELLANEOUS CONTRACTURAL ITEMS

These services will be provided under the Terms and Conditions attached. If the terms of these services request are found to be satisfactory, please sign this request to indicate your acceptance and return a signed copy to our office. Receipt of the signed authorization will serve as out Notice to Proceed for this work.

We appreciate the opportunity to present this agreement and look forward to working with you on this project.

Sincerely,

V3 Companies, Ltd.

Christopher Hoffman
Senior Project Manager

For:
V3 COMPANIES, LTD.

Christopher E. Hoffman, P.E.
Senior Project Manager

Matthew E. Powers, P.E.
Director of Construction Engineering

Accepted For:
VILLAGE OF VILLA PARK

By: _____

Title: _____

Date: _____

Exhibit A

Bid Opening on 4/30/2024
Construction Start 6/3/2024
Substantial Construction Completion 9/13/2024
Final Punchlist Completion 9/27/2024
QA Material Testing to be provided by the Village of Villa Park.
V3 to coordinate with Village testing firm.

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V3 COMPANIES, LTD.
Payroll Rates Effective 01/01/2024

Hourly cost rate \$86 cap

Revised Labor Category	Min Job Cost Rate Revised	Avg Job Cost Rate Revised	Max Job Cost Rate Revised
Administration I	\$13.00	\$21.06	\$29.00
Administration II	\$24.49	\$31.91	\$42.80
Administration III	\$26.85	\$38.82	\$57.23
Administration IV	\$35.81	\$48.77	\$68.68
Administration VI	\$64.42	\$64.42	\$64.42
Civil Designer I	\$34.62	\$37.22	\$39.81
Construction Administrator II	\$36.98	\$44.58	\$52.17
Construction Administrator III	\$46.52	\$52.72	\$58.92
Construction Technician III	\$42.92	\$42.92	\$42.92
Design Technician III	\$30.66	\$39.23	\$50.82
Director	\$79.04	\$83.49	\$86.00
Engineer I	\$35.00	\$37.03	\$40.64
Engineer II	\$36.22	\$39.74	\$43.13
Engineer III	\$40.76	\$44.43	\$50.00
Estimating Technician	\$30.98	\$30.98	\$30.98
Field Ecologist I	\$20.50	\$22.41	\$23.73
Field Ecologist II	\$22.72	\$23.55	\$24.14
Field Ecologist III	\$26.13	\$27.38	\$30.08
Field Technician	\$18.70	\$19.24	\$19.67
Landscape Architect I	\$38.91	\$40.61	\$42.30
Landscape Architect III	\$48.31	\$48.31	\$48.31
Landscape Designer I	\$30.18	\$35.00	\$39.81
Landscape Designer II	\$38.81	\$40.56	\$42.30
Landscape Designer III	\$39.18	\$41.44	\$43.48
Operations Director	\$76.30	\$76.30	\$76.30
Operator I	\$28.74	\$31.87	\$35.00
Principal	\$86.00	\$86.00	\$86.00
Project Coordinator	\$27.27	\$27.27	\$27.27
Project Engineer I	\$42.36	\$47.83	\$52.25
Project Engineer II	\$44.35	\$51.65	\$60.95
Project Manager I	\$34.62	\$53.45	\$68.93
Project Manager II	\$40.57	\$52.41	\$69.00
Project Scientist I	\$37.02	\$41.17	\$44.97
Project Scientist II	\$40.62	\$45.18	\$50.01
Project Surveyor I	\$31.76	\$31.97	\$32.17
Project Surveyor II	\$29.40	\$36.80	\$43.93
Project Surveyor III	\$33.78	\$33.78	\$33.78
Resident Construction Manager I	\$52.75	\$60.60	\$68.45
Resident Construction Manager II	\$64.87	\$69.90	\$74.92
Resident Engineer I	\$53.96	\$58.86	\$63.53
Resident Engineer II	\$67.99	\$73.86	\$81.41
Scientist I	\$28.27	\$28.27	\$28.27
Scientist II	\$27.05	\$27.49	\$27.93
Scientist III	\$31.74	\$31.74	\$31.74
Senior Administration	\$53.85	\$71.25	\$86.00
Senior Construction Technician	\$40.41	\$49.18	\$56.23
Senior Design Technician	\$38.30	\$38.30	\$38.30
Senior Estimator	\$71.37	\$71.37	\$71.37
Senior Landscape Architect	\$45.86	\$45.86	\$45.86
Senior Project Engineer	\$49.78	\$58.37	\$65.00
Senior Project Manager	\$35.17	\$70.74	\$86.00
Senior Project Manager - CE	\$73.42	\$79.69	\$86.00
Senior Project Manager - TM	\$71.95	\$80.16	\$86.00
Senior Resident Construction Manager	\$81.56	\$81.56	\$81.56
Superintendent	\$34.40	\$49.47	\$67.44
Survey Crew	\$25.47	\$34.06	\$43.99
Technician I	\$17.00	\$18.90	\$23.37
Technician II	\$24.00	\$38.41	\$53.03
Technician III	\$24.00	\$32.00	\$42.00



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.



MEMORANDUM

TO: Village Board of Trustees

FROM: Matthew Harline, Village Manager

DATE: June 10, 2024

SUBJECT: Resolution Authorizing and Approving the Rules of Order and Procedures for the Village Board of Trustees.

RECOMMENDED ACTION:

This Resolution formally adopts the proposed Rules of Order and Procedures of the Board of Trustees of the Village of Villa Park. The Rules allow for amendments and provide for the ratification of those amendments every two years after each election and the installation of the new Board. Staff recommends approval of the Resolution.

BACKGROUND:

This Village Code specifies under Article IV, Section 2-410 that the Board will operate under Robert's Rules of Order unless otherwise specified. The Illinois Municipal Code specifies that municipalities may set their own rules of order under 65 ILCS 5/3.1-40-15. The Board directed staff to develop a set of rules and procedures for Villa Park for adoption. A draft was presented at the Committee of the Whole Meeting on March 11, 2024, and the edited version of the Rules is proposed here based on feedback from the Board.

DISCUSSION:

As requested by the Board, the Rules have been drafted in such a way that amendments can be made to the Rules and become the official procedure at the next meeting. The only thing that is not included is a separate issue of changing the procedure for notice to the Village Clerk in case there is a need for a Special Meeting. That would require a separate ordinance. There is also a provision to readopt the Rules by resolution at the first meeting after a change in the Board after each election.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ADOPTING NEW RULES OF
ORDER AND PROCEDURES FOR THE BOARD OF TRUSTEES OF THE
VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Village of Villa Park (the “*Village*”) is a duly organized and validly existing non-home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the President and Board of Trustees desire to approve and adopt new rules of order and procedures for the Village of Villa Park Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the *Rules of Order & Procedures for the Board of Trustees of the Village of Villa Park, Illinois* attached hereto and made a part hereof as Exhibit A is hereby approved and adopted.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Exhibit A

**Rules of Order & Procedures for the Board of Trustees of the
Village of Villa Park, Illinois**

RULES OF ORDER & PROCEDURES FOR THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, ILLINOIS

The following Rules of Order and Procedures were adopted by the Board of Trustees of Villa Park Illinois by Resolution _____ for the period starting _____ and ending on May 12, 2025.

I. Preparation of Village Board Agenda

A. The official order of business for agenda items is established by Section 2-406 of the Municipal Code of Village Park (referred to for the rest of this policy as “the Code” or the Municipal Code.”)

1. The Board shall adopt an agenda as part of any regular or special meeting.
2. The Board may adopt an agenda at a workshop or work session where no formal business will be conducted.

B. Placing items on the agenda of the Board of Trustees (referred to for the rest of this policy as “the Board”), one of the following procedures shall be followed:

1. The Village Manager with the input from President of the Board of Trustees creates the agenda and may add items as needed for the agenda of the Board of Trustees. [See Municipal Code 2-503(5)].
2. If a Trustee believes an item needs consideration by the Board, that Trustee may contact the Village President or Village Manager and request that the item be placed on the next available agenda. The Village President and Village Manager shall determine if the urgency of the item is such that it needs to be added to the next agenda in which case, they shall add the item to the agenda as an ordinance, resolution or they may place the topic under New Business for discussion.
3. During the New Business section of the agenda any member of the Board of Trustees may make a motion to add an item to the agenda of the next regular meeting of the Board. If the motion is given a second and there is an affirmative vote of the Board of Trustees, the item will be included on the next agenda.
4. Items may be brought back to the floor under Unfinished Business at the request of a Trustee and with the permission of the Chair if it continues a topic discussed previously, and there was no resolution of the topic. No resolution or ordinance may be passed, but a consensus of the topic may be taken.
5. If two or more Trustees submit in writing to the Village Manager, Village Clerk and Village President a request for a specific item to be placed on the agenda in a timely fashion, it shall be added to the next agenda. An item for New Business must be submitted at least five days prior to the meeting to be included in New Business or two

weeks prior to the meeting if the request includes direction to Staff for a Resolution or an Ordinance to be prepared. An email sent from their Village email address shall serve as adequate written notice. The time stamp of the email shall serve as the time stamp to determine if the notice was sent in a timely fashion.

C. Placing items on the Agenda for Committee of the whole.

1. The process for placing items on the agenda is detailed in agenda items is established by Section 2-403 of the Code of ordinances, *"The agenda for the committee of the whole will be prepared by the village manager in consultation with the village president. The village board, by motion and majority vote at a prior village board meeting, may add an item to the agenda of an upcoming committee of the whole meeting. An agenda for each committee of the whole meeting shall be posted at village hall and at the location of the meeting at least forty-eight (48) hours in advance of the holding of the meeting."*

D. New Business

1. New Business is the only part of the Board agenda when new items may be brought up for discussion that were not on the printed agenda and were not officially added by an amendment of the agenda at the beginning of the meeting. The Board may discuss new items for the purpose of deciding if they should be placed on a future agenda as an as action items. Items may be placed on the agenda for discussion or action where a resolution or an ordinance is not required
2. While no ordinance, resolution or policy may be adopted under New Business, the Board may take consensus vote on items to be placed on future agendas, requests for reports from the staff, and interpretation of previous direction from the Board.

E. Unfinished Business. Items that are postponed from previous meetings, but do not require an ordinance or resolution shall be placed under Unfinished Business and taken up at the next meeting unless a different meeting is specified. Items placed on the agenda under Unfinished Business shall be committed to writing as part of the agenda and may be voted on or a consensus taken. Items discussed

previously, but not postponed are not eligible for unfinished business unless specifically requested in time to include them on the agenda.

II. Conducting Business at Meetings of the Board of Trustees

A. Robert's Rules of Order (Robert's) shall be used at meetings of the Board of Trustees (Board) except where special rules are adopted by a Resolution that was published on the official Agenda and passed by a vote of the Board. The adopted rules shall be followed except that the Board may suspend the rules for a particular motion by a 2/3 vote for suspension [Code 2-410, or majority with 24-hour notice], or specific exceptions noted below.

1. Speaking Privileges. *"The President presides and decides points of order, preserves decorum, keeps the discussion on the item under discussion, clears persons creating a disturbance."* [Code 2-421(b)]

a) Trustees may speak on any issue in front of the Board but must be recognized by the President. The President shall recognize each Trustee who requests to speak at least once on each agenda item and motion if they request the floor, unless there is a cause for recusal.

b) Trustees may speak more than once provided that every Trustee has had a chance to speak. If a Trustee has not spoken on an issue, they will have priority over other Trustees who have already spoken once.

c) The Village Manager of his/her designee may be recognized to speak on agenda items to the Board. After an agenda item is introduced the Manager may be recognized to answer questions or to discuss items on the agenda after Board members have had a chance to be recognized or when requested to speak by the President.

d) Public Comment. Members of the public may speak for up to three minutes [Code 2-408(d)] during periods allotted for Public Comment. The time for Public Comment shall be 30 minutes for each of the two comment periods on the agenda of Board of Trustees Meetings and one comment period for Committee of the Whole meetings. Time limits may be extended by a vote of two thirds of the Board after a motion is made and seconded. Staff will

provide inobtrusive warnings of time limits.

e) Speakers from the audience must be recognized by the President and give their legal name for the record.

f) Speakers must identify the agenda item(s) that they wish to address during "Public Comments on Agenda Items,"

g) Speakers during "Comments on Non-Agenda Items" must refrain from speaking on agenda items unless permitted by the President.

2. The President may allow public comment on other agenda items but shall rule speakers out of order if their comments are not relevant to the topic under discussion.

B. Actions by the Board shall be at Board meetings and may not be acted upon unless on the agenda. [Code 2-406(d)]

"At the time of consideration of approval of the agenda, upon passage of a motion by a majority of the quorum present, the agenda may be amended to add or delete specific items. If new items are added, only discussion of such items may occur during the meeting, and no action on the new items may take place until a subsequent meeting."

1. Motions. Robert's Rules shall apply for motions before the Board except that motions of one or two sentences do not need to be submitted in writing to the Village Clerk (the Clerk). The Clerk, however, shall read each motion before a vote or consensus is taken.
2. Requests of staff. If a request of staff for information, or a specific single act requires Board action, it may be made under New Business and approved by a consensus without a specific item on the agenda.
3. Voting. The President may vote on ordinances and resolutions if a majority has already voted in favor of an ordinance, resolution, or motion; in the event of a tie vote; or if a vote greater than a majority is required [Code 2-422]. All Trustees are expected to vote on each resolution, ordinance and motion unless they state a reason to abstain or recuse from voting on the issue before discussion begins.
4. Recusal. An elected official shall recuse himself from an agenda item if he has an actual conflict of interest under Section 3.1-55-10 (a) of the

Illinois Municipal Code or may recuse themselves if there is a common law conflict or if there is such an appearance of a conflict, where the elected official may appear to have a direct benefit in the outcome of a vote of the Board. The President may deny the recusal if the Village Attorney does not agree that sufficient reason exists. Trustees shall recuse themselves before an issue is debated.

5. Abstention. A Trustee may abstain from a vote, but the President may ask the Trustee to state the reason for the abstention and the Board may by a motion second and vote require the Trustee to vote. Any abstention counts toward the negative side on a vote and does not reduce the number needed to approve any item. Therefore, if the vote is three affirmative, and three negative, the abstention will count as a fourth negative vote.
- C. Challenging Actions of the Chair: The decision of the Chair may be challenged by any member of the Board by a motion with a second. The motion shall be, "shall the decision of the Chair stand." A 2/3 majority voting in the negative shall be required to overturn the decision of the Chair.
- D. Direction to Commissions
1. The Board is responsible for approving all administrative policies adopted by the Commissions by a Resolution passed by the Board and may override any policies established by the Commissions by a Resolution of the Board. The intent, purpose, powers, duties, and membership of the various Commissions shall be defined by ordinance and may not be expanded except by the Board.
 2. The Board may direct Commissions ("Commissions" includes Boards that are created by and report to the Board of Trustees) to address issues within the purview of that Commission as defined in the Village Code and bring back recommendations to the Board.
 3. Commission budgets are approved by the Board through the annual

budget adoption process. The Village Manager is responsible for making any expenditures necessary to implement programs in a Commission's budget within parameters adopted by the Board and Village Manager. The Village Manager shall implement proper accounting and reimbursement procedures as necessary. The Village Manager has the authority to approve expenditures up to 10% above the total funds budgeted for any Commission, not to exceed \$2,500 total.

4. Recording. All Commission meetings shall be recorded either by digital audio recording or audio/visual recording and all such recordings shall be made available to the public on the Village website or other internet services available to the public. The meetings of the Zoning and Planning Commission, Traffic and Safety Commission and the Parks and Recreation Advisory Commission shall be video recorded. All meetings of the Village, including meetings of Joint Review Boards staffed by the Village, that requires a 48-hour notice period under 5 ILCS 120/2.02 (a) shall be audio recorded, unless it is video recorded with audio. The Board may waive this policy for individual meetings. Recordings will be made available to the public on the Village website as soon as practicable but within two weeks at a maximum.
5. Commission Agendas. Each Commission agenda shall include the following items:
 - a. Roll Call and determination of a quorum
 - b. Adoption of the Agenda
 - c. Approval of Minutes (from previous meetings)
 - d. New Business
 - e. Comments from the Public
 - f. Comments from Liaison(s)

Aside from Roll Call, items may be in any order and additional agenda items may be added. All actions of the Commissions shall be made by an action at a meeting by motion, second and majority vote.

III. Board Directions to Staff.

- A. Direction to the staff. Directions to staff must be made through the Village Manager. [Code 2-303 (a)]

"The board of trustees shall act in all matters as a body and individual trustees shall not seek to influence the official acts of the village manager, or any other officer, or to interfere in any way with the performance by such officers of their duties..."

- B. Requests for Information

1. Requests for information must be informational or serve a legislative purpose. [Sec. 2-303 (a)]

Nothing contained herein shall prevent any trustee from requesting from the manager such information as may be proper and necessary to the performance of the trustees duties, whether the trustee acts as a trustee, or as a liaison, or as a member of any board, committee or commission."

2. Information and reports will typically be sent to all elected officials, even if only requested by one Trustee, unless it is routine or trivial in nature.
3. A request for information requires action at a meeting if it is expected to take more than two staff hours to complete, unless the Village Manager determines it is in the best interest of the Village to complete it anyway. Requests requiring Board action should be placed on the agenda under New Business.
4. Information provided to the Board that specifically states that it is confidential or privileged shall be treated as such by all staff and elected officials with whom it is shared. Employees who violate this provision are subject to disciplinary action up to dismissal by the Village Manager. Elected officials shall be governed by Section 3-323 of the Village Code. The Village Manager shall cite the proper exception to the 5 ILCS 140 et seq, if requested to do so. If there is a dispute the Village President, the Village Attorney and the Village Clerk shall meet, confer, and decide if they believe the record should be considered confidential or privileged.

- C. Requests for action/service.

1. A request to address a service concern of a constituent may be sent to the

Village Manager or a department head by letter or email if the Village Manager is copied on the email. Unsolicited direct contact by elected officials of staff by phone should be avoided. Elected Officials should only contact employees about Village business below the department head level if directed by the Village Manager or a department head. The best practice is for Elected officials to intervene only when the constituent has already tried to contact staff directly.

2. Requests of staff to address concerns at an elected official's personal home or business where they are the responsible party shall be directed to the Village Manager or a department head by email with a copy sent to the Village Manager. Automated request systems may also be used when available.
3. Nothing in this policy should be construed to suggest that elected officials and Village employees may not have non-Village related conversations or meet casually for non-Village related business or converse at Village events.

IV. Additional Policies of the Board (reserved)

V. Amendments to the Rules and Procedures of the Board

- A. Amendments to the Rules of Order and Procedures for the Board of Trustees for the Village of Villa Park (Rules) made be made by a motion, with a second and a majority vote. The changes will be in force at the start of the next meeting of the Board for which the change applies. (e.g. A change in the Rules for a Committee of the Whole Meeting will be in order at the next meeting of the Committee of the Whole.)
- B. The Rules shall be ratified by Resolution at the First Meeting of the Board of Trustees after the new Board is reconvened (typically the second meeting in May in a Village election year).

DRAFT

RULES OF ORDER & PROCEDURES FOR THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, ILLINOIS

The following Rules of Order and Procedures were adopted by the Board of Trustees of Villa Park Illinois by Resolution _____ for the period starting _____ and ending on May 12, 2025.

I. Preparation of Village Board Agenda

A. The official order of business for agenda items is established by Section 2-406 of the Municipal Code of Village Park (referred to for the rest of this policy as “the Code” or the Municipal Code.”)

1. The Board shall adopt an agenda as part of any regular or special meeting.

2. The Board may adopt an agenda at a workshop or work session where no formal business will be conducted.

B. Placing items on the agenda of the Board of Trustees (referred to for the rest of this policy as “the Board”), one of the following procedures shall be followed:

1. The Village Manager with the input from President of the Board of Trustees creates the agenda and may add items as needed for the agenda of the Board of Trustees. [See Municipal Code 2-503(5)].
2. If a Trustee believes an item needs consideration by the Board, that Trustee may contact the Village President or Village Manager and request that the item be placed on the next available agenda. The Village President and Village Manager shall determine if the urgency of the item is such that it needs to be added to the next agenda in which case, they shall add the item to the agenda as an ordinance, resolution or they may place the topic under New Business for discussion.
3. During the New Business section of the agenda any member of the Board of Trustees may make a motion to add an item to the agenda of the next regular meeting of the Board. If the motion is given a second and there is an affirmative vote of the Board of Trustees, the item will be included on the next agenda.
4. Items may be brought back to the floor under Unfinished Business at the request of a Trustee and with the permission of the Chair if it continues a topic discussed previously, and there was no resolution of the topic. No resolution or ordinance may be passed, but a consensus of the topic may be taken.

5. If two or more Trustees submit in writing to the Village Manager, Village Clerk and Village President a request for a specific item to be placed on the

agenda in a timely fashion, it shall be added to the next agenda. An item for New Business must be submitted at least five days prior to the meeting to be included in New Business or two weeks prior to the the meeting if the request includes direction to Staff for a Resolution or an Ordinance to be prepared. An email sent from their Village email address shall serve as adequate written notice. The time stamp of the email shall serve as the time stamp to determine if the notice was sent in a timely fashion.

C. Placing items on the Agenda for Committee of the whole.

1. The ~~-process for-~~ placing items on the agenda is detailed in agenda items is established by Section 2-403 of the Code of ordinances, *"The agenda ~~-for the committee of the whole will be -prepared by the village manager in consultation with the village president. The village board, by motion and majority vote at a prior village board meeting, may add an item to the agenda of an upcoming -committee of the whole meeting. An agenda for each committee of the whole meeting shall be -posted- at village hall and at the location of the meeting at least -forty-eight (48) hours in advance- of the holding of the meeting."~~*

D. New Business

1. New Business is the only part of the Board agenda when new items may be brought up for discussion that were not on the printed agenda and were not officially added by an amendment of the agenda at the beginning of the meeting. The Board may discuss new items for the purpose of deciding if they should be placed on a future agenda as an as action items. Items may be placed on the agenda for discussion or action where a resolution or an ordinance is not required
2. While no ordinance, resolution or policy may be adopted under New Business, the Board may take consensus vote on items to be placed on future agendas, requests for reports from the staff, and interpretation of previous direction from the Board.

E. Unfinished Business. Items that are postponed from previous meetings, but do not require an ordinance or resolution shall be placed under Unfinished Business and taken up at the next meeting unless a different meeting is specified. Items placed on the agenda under Unfinished Business shall be committed to writing as part of the agenda and may be voted on or a consensus taken. Items discussed previously, but not postponed are not eligible for unfinished business unless specifically requested in time to include them on the agenda.

II. Conducting Business at Meetings of the Board of Trustees

- A. Robert's Rules of Order (Robert's) shall be used at meetings of the Board of Trustees (Board) except where special rules are adopted by a Resolution that was published on the official Agenda and passed by a vote of the Board. The adopted rules shall be followed except that the Board may suspend the rules for a particular motion by a 2/3 vote for suspension [Code 2-410, or majority with 24-hour notice], or specific exceptions noted below.
1. Speaking Privileges. *"The President presides and decides points of order, preserves decorum, keeps the discussion on the item under discussion, clears persons creating a disturbance."* [Code 2-421(b)]
 - a) Trustees may speak on any issue in front of the Board but must be recognized by the President. The President shall recognize each Trustee who requests to speak at least once on each agenda item and motion if they request the floor, unless there is a cause for recusal.
 - b) Trustees may speak more than once provided that every Trustee has had a chance to speak. If a Trustee has not spoken on an issue, they will have priority over other Trustees who have already spoken once.
 - c) The Village Manager of his/her designee may be recognized to speak on agenda items to the Board. After an agenda item is introduced the Manager may be recognized to answer questions or to discuss items on the agenda after Board members have had a chance to be recognized or when requested to speak by the President.
 - d) ~~Public Comment~~~~articipation from the Public~~. Members of the public may speak for up to three minutes [Code 2-408(d)] during periods allotted for Public Comment. The time for Public Comment shall be 30 minutes for each of the two comment periods on the agenda of Board of Trustees Meetings and one comment period for Committee of the Whole meetings. Time limits may be extended by a vote of two thirds of the Board after a motion is made and seconded. Staff will provide inobtrusive warnings of time limits.
 - e) Speakers from the audience must be recognized by the President and give their legal name for the record.
 - f) Speakers must identify the agenda item(s) that they wish

to address during "Public Comments on Agenda Items,"

g) Speakers during "Comments on -Non-Agenda Items" must -
refrain from speaking on agenda items unless permitted by the
President.

2. The President may allow public comment on other agenda items but shall rule speakers out of order if their comments are not relevant to the topic under discussion.

~~3. The decision of the Chair may be challenged by any member of the Board by a motion with a second. The motion shall be, "shall the decision of the Chair stand." A 2/3 majority voting in the negative shall be required to overturn the decision of the Chair.~~

- B. Actions by the Board shall be at Board meetings and may not be acted upon unless on the agenda. [Code 2-406(d)]

"At the time of consideration of approval of the agenda, upon passage of a motion by a majority of the quorum present, the agenda may be amended to add or delete specific items. If new items are added, only discussion of such items may occur during the meeting, and no action on the new items may take place until a subsequent meeting."

1. Motions. Robert's Rules shall apply for motions before the Board except that motions of one or two sentences do not need to be submitted in writing to the Village Clerk (the Clerk). The Clerk, however, shall read each motion before a vote or consensus is taken.
2. Requests of staff. If a request of staff for information, or a specific single act requires Board action, it may be made under New Business and approved by a consensus without a specific item on the agenda.
3. Voting. The President may vote on ordinances and resolutions if a majority has already voted in favor of an ordinance, resolution, or motion; in the event of a tie vote; or if a vote greater than a majority is required [Code 2-422]. All Trustees are expected to vote on each resolution, ordinance and motion unless they state a reason to abstain or recuse from voting on the issue before discussion begins.
4. Recusal. An elected official shall recuse himself from an agenda item if he has an actual conflict of interest under Section 3.1-55-10 (a) of the

Illinois Municipal Code or may recuse themselves if there is a common law conflict of if there is such an appearance of a conflict, where the elected official may appear to have a direct benefit in the outcome of a vote of the Board. The President may deny the recusal if the Village Attorney does not agree that sufficient reason exists. Trustees shall recuse themselves before an issue is debated.

5. Abstention. A Trustee may abstain from a vote, but the President may ask the Trustee to state the reason for the abstention and the Board may by a motion second and vote require the Trustee to vote. Any abstention counts toward the negative side on a vote and does not reduce the number needed to approve any item. Therefore, if the vote is three affirmative, and three negative, the abstention with count as a fourth negative vote.

C. Challenging Actions of the Chair: The decision of the Chair may be challenged by any member of the Board by a motion with a second. The motion shall be, "shall the decision of the Chair stand." A 2/3 majority voting in the negative shall be required to overturn the decision of the Chair.

ED. Direction to Commissions

1. The Board is responsible for approving all administrative policies adopted by the Commissions by a Resolution passed by the Board and may override any policies established by the Commissions by a Resolution of the Board. The intent, purpose, powers, duties, and membership of the various Commissions shall be defined by ordinance and may not be expanded except by the Board.
2. The Board may direct Commissions ("Commissions" includes Boards that are created by and report to the Board of Trustees) to address issues within the purview of that Commission as defined in the Village Code and bring back recommendations to the Board.
3. Commission budgets are approved by the Board through the annual

budget adoption process. The Village Manager is responsible for making anythe expenditures necessary to implement programs in a Commission's budget within parameters adopted by the Board and Village Manager. The Village Manager shall implement proper accounting and reimbursement procedures as necessary. The Village Manager has the authority to approve expenditures up to 10% above the total funds budgeted for any Commission, not to exceed \$2,500 total.

4. Recording. All Commission meetings shall be recorded either by digital audio recording or audio/visual recording and all such recordings shall be made available to the public on the Village website or other internet services available to the public. The meetings of the Zoning and Planning Commission, Traffic and Safety Commission and the Parks and Recreation Advisory Commission shall be video recorded. All meetings of the Village, including meetings of Joint Review Boards staffed by the Village, that requires a 48-hour notice period under 5 ILCS 120/2.02 (a) shall be audio recorded, unless it is video recorded with audio. The Board may waive this policy for individual meetings. Recordings will be made available to the public on the Village website as soon as practicable but within two weeks at a maximum.

5. Commission Agendas. Each Commission agenda shall include the following items:

- a. Roll Call and determination of a quorum
- b. Adoption of the Agenda
- c. Approval of Minutes (from previous meetings)
- d. New Business
- e. Comments from the Public
- f. Comments from Liaison(s)

4. Aside from Roll Call, items may be in any order and additional agenda items may be added. All actions of the Commissions shall be made by an action at a meeting by motion, second and majority vote.

III. Board Directions to Staff.

A. Direction to the staff. Directions to staff must be made through the Village Manager. [Code 2-303 (a)]

"The board of trustees shall act in all matters as a body and individual trustees shall not seek to influence the official acts of the village manager, or any other officer, or to interfere in any way with the performance by such officers of their duties..."

B. Requests for Information

1. Requests for information must be informational or serve a legislative purpose. [Sec. 2-303 (a)]

Nothing contained herein shall prevent any trustee from requesting from the manager such information as may be proper and necessary to the performance of the trustee's duties, whether the trustee acts as a trustee, or as a liaison, or as a member of any board, committee or commission."

2. Information and reports will typically be sent to all elected officials, even if only requested by one Trustee, unless it is routine or trivial in nature.
3. A request for information requires action at a meeting if it is expected to take more than two staff hours to complete, unless the Village Manager determines it is in the best interest of the Village to complete it anyway. Requests requiring Board action should be placed on the agenda under New Business.
4. Information provided to the Board that specifically states that it is confidential or privileged shall be treated as such by all staff and elected officials with whom it is shared. Employees who violate this provision are subject to disciplinary action up to dismissal by the Village Manager. Elected officials shall be governed by Section 3-323 of the Village Code. The Village Manager shall cite the proper exception to the 5 ILCS 140 et seq, if requested to do so. If there is a dispute the Village President, the Village Attorney and the Village Clerk shall meet, confer, and decide if they believe the record should be considered confidential or privileged.

C. Requests for action/service.

1. A request to address a service concern of a constituent may be sent to the Village Manager or a department head by letter or email if the Village Manager is copied on the email. Unsolicited direct contact by elected officials or staff by phone should be avoided. Elected Officials should only contact employees about Village business below the department head level if directed by the Village Manager or a department head. The best practice is for Elected officials to intervene only when the constituent has already tried to contact staff directly.
2. Requests of staff to address concerns at an elected official's personal home or business where they are the responsible party shall be directed to the Village Manager or a department head by email with a copy sent to the Village Manager. Automated request systems may also be used when available.
3. Nothing in this policy should be construed to suggest that elected officials and Village employees may not have non-Village related conversations or meet casually for non-Village related business or converse at Village events.

IV. Additional Policies of the Board (reserved)

V. Amendments to the Rules and Procedures of the Board

- A. Amendments to the Rules of Order and Procedures for the Board of Trustees for the Village of Villa Park (Rules) made be made by a motion, with a second and a majority vote. The changes will be in force at the start of the next meeting of the Board for which the change applies. (e.g. A change in the Rules for a Committee of the Whole Meeting will be in order at the next meeting of the Committee of the Whole.)
- B. The Rules shall be ratified by Resolution at the First Meeting of the Board of Trustees after the new Board is reconvened (typically the second meeting in May in a Village election year).



MEMORANDUM

TO: Village Board of Trustees

FROM: Matthew Harline, Village Manager

DATE: June 10, 2024

SUBJECT: Resolution Approving and Ratifying the Proposal of Sb Friedman Development Advisors, LLC, for Development Advisory Services for the Village of Villa Park

RECOMMENDED ACTION:

This resolution approves and ratifies an agreement with SB Friedman, LLC for development advisory services related to the St. Charles Corridor Tax Increment Financing (TIF) District. The Village seeks SB Friedman's assistance in the analysis and evaluation of development pro formas, forecasting property and sales tax revenues, and economic incentive negotiation support related to the proposed development in the TIF. Professional fees for services are based on time required at set billing rates in an amount not to exceed \$19,500 without prior authorization. Staff recommends approval of this resolution.

BACKGROUND:

The Village is evaluating a proposed development in the St. Charles Corridor TIF which includes economic incentives to develop. The Village is seeking an independent review of developer budgets, pro-formas, statements of cash flow, equity and debt structure and requests for Village TIF assistance. SB Friedman will conduct an independent analysis of the public-private partnership related to the "Union" proposed development project. The scope of work also includes assisting Village staff in the redevelopment agreement negotiations when needed.

DISCUSSION:

SB Friedman is uniquely qualified to assist the Village in the independent analysis of the planned development. Staff recommends approval of this resolution.

RESOLUTION NO. _____

**RESOLUTION APPROVING AND RATIFYING THE PROPOSAL OF
SB FRIEDMAN DEVELOPMENT ADVISORS, LLC, FOR DEVELOPMENT
ADVISORY SERVICES FOR THE VILLAGE OF VILLA PARK**

WHEREAS, the Village of Villa Park (the “Village”) is a non-home rule municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village seeks to engage the services of SB Friedman Development Advisors, LLC (“SB Friedman”) to provide the Village with development advisory services related to the St. Charles Corridor Tax Increment Financing District; and

WHEREAS, in the opinion of the majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village engage the services of SB Friedman for development advisory services for the Village and ratify the Village’s Manager’s acceptance of SB Friedman’s proposal for said services.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of 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: The proposal of SB Friedman Development Advisors, LLC, for development advisory services, in an amount not to exceed \$19,500 and in the form attached hereto as Exhibit A, is hereby approved and the Village Manager’s execution and acceptance of said proposal is hereby authorized and ratified.

Section 3: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

ADOPTED this ____ day of _____ 2024, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this ____ day of _____ 2024.

Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2024.

Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois

Resolution No. _____

Exhibit A



VISION
ECONOMICS
STRATEGY
FINANCE
IMPLEMENTATION

May 28, 2024

Mr. Matthew Harline
Village Manager
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Re: Request for Hourly Fee Authorization – Development Advisory Services

Per our recent discussion, SB Friedman Development Advisors, LLC ("SB Friedman") is pleased to support the Village of Villa Park (the "Village") on economic development matters. SB Friedman requests fee authorization to provide development advisory services ("DAS") to the Village on an hourly basis as matters come forward. Key areas of work could include:

- Forecasting property and or sales tax revenues
- Reviewing developer pro formas and requests for Village financial support
- Providing term sheet, economic incentive agreement and/or redevelopment agreement negotiation support
- Documenting our findings
- Participating in calls and/or meetings with Village staff, the Village attorney, developers and others

We will work with the Village to define specific work plans in ways that are most useful to Village staff and elected officials. Professional fees for these services will be based on the time required at our current billing rates and will not exceed **\$19,500** without your prior authorization.

The following 2024 hourly rates apply to this assignment:

Senior Vice President/Partner	\$400	Associate Project Manager	\$250
Vice President	\$315	Senior Associate	\$240
Senior Project Manager	\$295	Associate	\$215
Project Manager	\$275	Research Associate	\$200

These rates will be in effect until December 31, 2024. Out-of-pocket expenses such as publications, outside data, use of owned or licensed databases, report production, and travel costs for field work, are included in this estimate and will be billed as incurred without markup.

This engagement would not be conditioned upon or subject to any other services that SB Friedman may be providing to the Village. Payment of the professional fees herein is not dependent on the content of our findings or the success of any specific project.

Invoices will be rendered not more frequently than monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days. If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

SB Friedman Development Advisors, LLC
70 West Madison Street, 37th Floor Chicago IL 60602

312.424.4250
sbfriedman.com

Resolution No. _____

Village of Villa Park / Hourly Development Advisory Services

Acceptance Procedures

To authorize this work, please sign below and return a copy to us.

We appreciate the opportunity to assist the Village. To indicate your acceptance of this proposal, please sign and return this letter to us as authorization to proceed.

Sincerely,



Geoffrey Dickinson, AICP
Partner



6/4/2024

Accepted:

Signature

Date

Matthew C. Harline, Village Manager

Name

Title



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: June 10, 2024

SUBJECT: Pursuant to 5ILCS 120/2
(c) (11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION: