



OAK BROOK *Illinois*

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

Special Meeting
Tuesday, July 16, 2024
7:00 PM

“Please be advised that any proposed documents attached hereto are in draft form and vary from the final versions which are adopted at the meeting as set forth herein.”

1. CALL TO ORDER

2. ROLL CALL

3. PRESIDENT’S OPENING COMMENTS

4. PUBLIC COMMENTS

5. APPROVAL OF MINUTES

A. Special Board of Trustees Meeting of June 25, 2024

B. Regular Executive Meeting Minutes of April 23, 2024

C. Regular Executive Meeting Minutes of May 14, 2024

6. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. Accounts Payable for Period Ending: July 10, 2024 - \$744,184.82

1. LEGAL SERVICES:

a) Lamp Law LLC - Legal Services - May 2024 - \$3,333.33 (FY24 YTD - \$16,666.65)

b) Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. - Legal Services - May 2024 - \$18,520.70 (FY24 YTD - \$98,229.81)

TOTAL LEGAL BUDGET FOR 2024 IS \$342,284

TOTAL LEGAL BILLS PAID FOR 2024 - YTD - \$123,566.66

2. BLA, Inc. - Engineering Services - Sports Core Parking Lot Addition - \$26,37400

3. EZA Engineering PLLC - Professional Engineering Services June 2024 - \$21,760.74

4. Revels Turf & Tractor, LLC - Prognator for Golf Course - \$33,886.28
5. Chicagoland Pool Management - August 1st Payment on Pool Management Contract - \$40,275.00
6. OpenGov, Inc. - Software Maintenance Renewal - Service from 6/20/2024 to 6/19/2025 - \$49,872.00
7. Christopher Burke Engineering, LTD. - Oak Brook Spring Rd. Culvert Roadway & Watermain Improvements - \$29,195.00
8. Double D Booking Inc. - Taste of Oak Brook Entertainment - \$30,025.00
9. V.I.P. Valet Services Inc. - Taste of Oak Brook Valet Services - \$26,783.00
- B. Approval of Payroll Paydate: June 27, 2024 - \$953,622.18
July 11, 2024 - \$964,070.91 Herman/Martin
- C. Authorization to Seek Bids or Proposals or Negotiate Contracts:
 1. Professional Services for Public Works Garage Heaters Jain/Tiesenga
- D. Development Services Referrals
 1. Referral – Kids Urgent Care facility proposed for 1180 Harger Road Manzo/Tiesenga
 2. Referral - Plat of Consolidation - 401 & 405 Canterbury Lane Manzo/Tiesenga
7. ITEMS REMOVED FROM CONSENT AGENDA
8. ACTIVE BUSINESS
 - A. Ordinances & Resolutions
 1. RESOLUTION R-2223, A Resolution Approving and Authorizing the Execution of an Agreement By and Between the Village of Oak Brook and Axon Enterprise, Inc., for the Consolidation of Existing Axon Contracts, Adding Axon Report Management System Services, and Further Authorizing the Execution of Related Maintenance and Database Access Agreements Manzo/Reddy
 2. RESOLUTION R-2218, A Resolution Approving an Extension Agreement By and Between the Village of Oak Brook and Flood Brothers Disposal Company for the Collection and Disposal of Single Family Residential Waste Herman/Martin
 3. RESOLUTION R-2221, A Resolution Authorizing the Award of Contract to the Lowest Responsible Bidder for the 2024 Streets Improvement Project, K-Five Construction, Inc. Jain/Tiesenga
 4. RESOLUTION R-2222, A Resolution Authorizing the Award of Contract for the 2024 Traffic Control and Street Lighting System Maintenance to Lyons Electric Company, Inc. Jain/Tiesenga

5. ORDINANCE G-1256, An Ordinance Amending the Village of Oak Brook Code of Ordinances, As Amended, Title 4, Chapter 1 Section 8A to Decrease the Number of Authorized Class A-1 Liquor Licenses by Two to Forty-Three for Chipotle Mexican Grill and Labriola Bakery and Café
Chipotle 2103 Clearwater Dr, Oak Brook, IL 60523
Labriola 3021 Butterfield Rd, Oak Brook, IL 60523 Herman
6. ORDINANCE G-1255, An Ordinance Amending Title 13 (Zoning Regulations) of the Village of Oak Brook Code of Ordinances as it Relates to Sign Regulations Manzo/Tiesenga
7. ORDINANCE S-1703, An Ordinance Authorizing the Sale of Certain Items of Personal Property Owned by the Village of Oak Brook Herman/Martin
9. BOARD UPDATES
10. ADJOURN TO CLOSED SESSION
For the Purpose of Discussing (1) To Consider the Purchase or Lease of Real Property for the Use of the Village Pursuant to Section 2(C)(5), Of the Illinois Open Meetings Act Respectively
11. ADJOURNMENT

In accord with the provisions of the American with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at this public meeting should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date.



OAK BROOK
Illinois

ITEM 5.B.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Regular Executive Meeting Minutes of April 23, 2024

FROM: Netasha Scarpiniti, Village Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to Approve the Regular Executive Meeting Minutes of April 23, 2024.

Background/History:

The Open Meetings Act requires that all public bodies shall keep written minutes of all their meetings, whether open or closed. The public body shall periodically, but no less than semi-annually, meet to review minutes of all closed sessions that had not been released to the public. At this time the Executive Minutes of April 23, 2024 are ready to be approved as written on July 16, 2024 but are not ready to be released to the Public.

Recommendation:

Staff recommends that the Village Board approve the Regular Executive Meeting Minutes of April 23, 2024

Attachments:

None



OAK BROOK
Illinois

ITEM 5.C.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Regular Executive Meeting Minutes of May 14, 2024

FROM: Netasha Scarpiniti, Village Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to Approve the Regular Executive Meeting Minutes of May 14, 2024.

Background/History:

The Open Meetings Act requires that all public bodies shall keep written minutes of all their meetings, whether open or closed. The public body shall periodically, but no less than semi-annually, meet to review minutes of all closed sessions that had not been released to the public.

At this time the Executive Minutes of May 14, 2024 are ready to be approved as written on July 16, 2024 but are not ready to be released to the Public.

Recommendation:

Staff recommends that the Village Board approves the Regular Executive Meeting Minutes of May 14, 2024

Attachments:

None

Approval for Payroll Paydate: 06/27/24

Total Gross Payroll	\$	674,201.01
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	14,604.54
Police Pension Fund	\$	17,635.04
Fire Pension Fund	\$	12,479.29
Federal Tax Withholding	\$	70,967.99
State Tax Withholding	\$	28,431.92
Social Security and Medicare	\$	26,748.44
ICMA/NACO/457	\$	26,705.90
Court Orders	\$	1,357.04
Insurance Contributions	\$	21,602.77
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	404.11
Police Union Dues	\$	-
Fire Union Dues	\$	1,353.23
Public Works Union Dues	\$	1,086.50
125-Medical/Dependent Care	\$	2,950.96

Total Employee Deductions		227,470.30
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Net Payroll	\$	446,730.71
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Village Expenses:

Police Pension	\$	73,761.30
Fire Pension	\$	73,186.63
IMRF Pension	\$	19,428.45
Insurance Contributions	\$	86,260.35
Social Security and Medicare	\$	26,784.44

Total Village Expenses		279,421.17
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Total Payroll (Gross Payroll plus Village Expenses)	\$	953,622.18
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Payroll Date: 06/27/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 17,635.04	\$ 177,952.43	9.910%
	Fire	12,479.29	131,986.72	9.455%
	IMRF	10,084.00	224,088.35	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 534,027.50</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 73,761.30	41.45%	418.3%
	Fire	73,186.63	55.45%	586.5%
	IMRF	19,428.45	8.67%	192.7%
		<u>\$ 166,376.38</u>		

*Police and Fire Village contribution rates reflect the State minimum funding requirements. The rates to match 100% funding by 2040 are 51.5% for Police and 67.3% for Fire.

**IMRF employee contribution percentage is statutorily set at 4.5% of pensionable salary; Tier II enrollees are capped at \$123,489.18 for 2023. A drop in percentage of pensionable salary below 4.5% for employee contribution reflects Tier II enrollees having met the pensionable wage cap for a given year.

Approval for Payroll Paydate: 07/11/24

Total Gross Payroll	\$	679,524.83
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Employee Deductions:

Illinois Municipal Retirement Fund	\$	15,250.45
Police Pension Fund	\$	17,733.38
Fire Pension Fund	\$	12,763.66
Federal Tax Withholding	\$	73,701.96
State Tax Withholding	\$	29,119.76
Social Security and Medicare	\$	27,500.16
ICMA/NACO/457	\$	26,720.01
Court Orders	\$	1,357.04
Insurance Contributions	\$	22,364.83
Aflac Contributions	\$	1,142.57
Mo Voi Life	\$	404.11
Police Union Dues	\$	1,782.00
Fire Union Dues	\$	1,443.14
Public Works Union Dues	\$	1,086.50
125-Medical/Dependent Care	\$	2,802.88

Total Employee Deductions		235,172.45
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Net Payroll	\$	444,352.38
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Village Expenses:

Police Pension	\$	74,172.61
Fire Pension	\$	74,854.31
IMRF Pension	\$	20,424.67
Insurance Contributions	\$	87,594.33
Social Security and Medicare	\$	27,500.16

Total Village Expenses		284,546.08
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Total Payroll (Gross Payroll plus Village Expenses)	\$	964,070.91
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Payroll Date: 07/11/24

Employee Deductions		Pension	Salary by Pension	Percent of
		Deduction	Plan	Pensionable Salary**
	Police	\$ 17,733.38	\$ 178,944.80	9.910%
	Fire	12,763.66	134,994.23	9.455%
	IMRF	10,601.06	235,579.10	4.500%
	Non-Pensionable	-		0.000%
			<u>\$ 549,518.13</u>	

Village Payment into Pensions		Village	Percent of Payroll*	Percent "Match" of what Employee Contributes
		Contribution		
	Police	\$ 74,172.61	41.45%	418.3%
	Fire	74,854.31	55.45%	586.5%
	IMRF	20,424.67	8.67%	192.7%
		<u>\$ 169,451.59</u>		

*Police and Fire Village contribution rates reflect the State minimum funding requirements. The rates to match 100% funding by 2040 are 51.5% for Police and 67.3% for Fire.

**IMRF employee contribution percentage is statutorily set at 4.5% of pensionable salary; Tier II enrollees are capped at \$123,489.18 for 2023. A drop in percentage of pensionable salary below 4.5% for employee contribution reflects Tier II enrollees having met the pensionable wage cap for a given year.



OAK BROOK
Illinois

ITEM 6.C.1.

BOARD OF TRUSTEES MEETING
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OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Public Works Garage Heaters

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$55,775.00 is budgeted in the FY2024 Budget in account #411-90400.

RECOMMENDED MOTION: I move that the Village Board authorizes staff to seek bids for the replacement of the Public Works Garage Heaters.

Background/History:

The Village of Oak Brook Public Works garage is currently heated with nine outdated ventless natural gas heaters. These units heat the building using exposed open flames with the carbon monoxide and combustion byproducts being vented directly into the building's work areas. The open flame design makes this type of heater a potential fire hazard and poses a health risk to all occupants. These units are also well past the average life expectancy of 15 to 20 years for this type of heating system. The Public Works Department is asking the Board for permission to seek bids from qualified vendors for options and pricing for replacement garage heaters. Currently there is \$55,775.00 budgeted in account #411-90400.

Recommendation:

I move that the Village Board authorizes staff to seek bids for the replacement of the Public Works Garage Heaters.

Attachments:

None



ITEM 6.D.1.

BOARD OF TRUSTEES MEETING
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AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Referral – Kids Urgent Care facility proposed for 1180 Harger Road

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board refer the Franklin 1900 Spring Lot 1, LLC Planned Development for a proposed pediatric urgent care to the Planning & Zoning Commission for review and recommendation.

Background/History:

This project is being proposed at the 1180 Harger Road, Lot 1 of Franklin Subdivision, located at the Harger and the Oakbrook Center Ring Road intersection (near Nordstrom). The parcel is approximately 19,602 sq. ft. (0.45 acre) in size and is Lot 1 of the 4-lot development by Franklin Partners.

The proposed building is 5,500 sq. ft. with a 4,300 sq. ft. basement. Plans are to construct and operate a pediatric urgent care medical office which includes 14 examination rooms, an x-ray, and ancillary areas.

At the April 23, 2024 Village Board meeting the applicant presented the project and received feedback from the Village Board prior to the June 6th application.

Please see the narrative and plans provided by Franklin 1900 Spring Lot 1, LLC for additional information for the project.

Staff Comments:

1. A Planned Development application was received for this project on June 6, 2024.
2. Section 13-15-2(A) General Provisions of the Planned Development regulations allow development construction within the Planned Development Overlay District.
3. The property is zoned B-2, Regional Shopping Center District, medical offices are

allowed within the B-2 District.

4. The Conceptual Plan proposes a one-story 5,500 sq. ft. building with additional basement office space. Waivers from standards may be requested as part of a Planned Development application. The total proposed Floor Area Ratio (FAR) will exceed the FAR originally approved as part of the subdivision approval. In addition, the applicant is requesting a waiver from the parking standards.
5. The applicant has attempted to address Village concerns regarding proposed signage for the development and modified the proposal in response to concerns prior to Board review in April. Staff will include with any Planned Development applications conditions related to proposed permanent and temporary signs.
6. Lot 1 of the Franklin Subdivision is not located within the regulatory floodway or floodplain. The stormwater requirements have been met as part of the development.
7. A separate neighborhood meeting was not required as part of the outreach for this project (see 13-15-5.B.1d).

Recommendation:

Staff recommends that the Village Board refer the Franklin 1900 Spring Lot 1, LLC Planned Development for a proposed pediatric urgent care to the Planning & Zoning Commission for review and recommendation.

Attachments:

1. 1800 Harger Rd - Referral

**APPLICATION FOR
PLANNED DEVELOPMENT**

NOTE: ALL COMPLETED APPLICATIONS ARE TO BE DELIVERED to the DEVELOPMENT SERVICES DEPARTMENT. Call 630-368-5106

☒ **NEW PLANNED DEVELOPMENT (\$1,500) ***

2 ENTER NUMBER OF WAIVERS and/or VARIATIONS REQUESTED (\$500 ea.) **

☐ **MAJOR CHANGE TO AN EXISTING PLANNED DEVELOPMENT (\$1,500) ***

☐ **MINOR CHANGE TO AN APPROVED/EXISTING PLANNED DEVELOPMENT (\$750) ***

____ ENTER NUMBER OF WAIVERS and/or VARIATIONS REQUESTED (\$500 ea.) **

☒ **INITIAL ESCROW DEPOSIT (\$500)** Submit Separate Check – Additional Funds may be required - Recoverable expenses will be drawn from the account and No interest shall be paid on account.

PUBLIC HEARING SIGNS (each lot frontage) 2 Enter Number of Street Frontages/Per Parcel/ Address

(NOTE: Attached additional sheet/s with information if more room is needed below)

LOCATION OF

SUBJECT PROPERTY 1180 Harger Road PERMANENT PARCEL NO/s. 06-23-302-004

LEGAL ADDRESS/S 1180 Harger Road, Oak Brook, IL 60523 **ZONING DISTRICT** B-2

PROPERTY INTEREST OF APPLICANT: OWNER ☐ CONTRACT PURCHASER¹ ☒ AGENT¹ ☐

OWNER(S) OF RECORD Franklin 1900 Spring Road Lot 1, LLC **PHONE** 630-574-5133

ADDRESS 1900 Spring Road, Suite 100 **CITY** Oak Brook **STATE** IL **ZIP** 60523

Owner Contact E-mail Address/s RWarner@franklinpartners.net

NAME OF APPLICANT¹ (and Billing Information) Kids Urgent Care Ltd. **PHONE** 847-529-3531

ADDRESS c/o Luigi Randazzo, 1303 Ogden Avenue **CITY** Downers Grove **STATE** IL **ZIP** 60515

Applicant Contact E-mail Address/s luigi@rweplanningdesign.com

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) give permission to the Village to install public hearing signs on the lot frontages of the above subject property as described in the Village Code. In addition to the above fees, applicant agrees to reimburse the Village for all recoverable costs within 30 days of billing

	<u>06/11/24</u>	<u>Luigi Randazzo</u>	<u>06/04/24</u>
Signature of Owner	Date	Signature of Applicant ¹	Date
Print Name and Email <u>Raymond A. Warner RWarner@franklinpartners.net</u>		Print Name and Email <u>Luigi Randazzo Luigi@rweplanningdesign.com</u>	

¹If the applicant/Agent is not the owner of record, a written statement authorizing approval of the proposed planned development application is required from the property owner in addition to their signature above and supporting documents.

* Note: Plus all applicable third party costs and recoverable expenses.

** List each waiver or variation on a separate sheet with applicable fees calculated.

DO NOT WRITE IN THE SPACE BELOW – FOR OFFICE USE ONLY

Date Application Filed 6/6/24 Fee Paid \$ 2500.00 Escrow Paid \$ 500.00 Receipt No. 743345 Received By CC

Preliminary Board of Trustees Review 4/23/24 Prefiling Review Conference with Staff 5/16/24 Resident Meeting Required/Date NA

Application Distributed to Depts: 7/19/24 Notice Published 7/17/24 Newspaper Daily Herald Adj. Property Owners Notified 7/17/24

Planning & Zoning Commission 8/7/24

Board of Trustees 9/10/24

Board of Trustees 9/24/24
(Approval of Ordinance)

PD Application Form Sec.13-15-4 Rev 2024
06-03-24



Dear Village of Oak Brook,

KIDS Urgent Care is pleased to submit the attached application to the Village of Oak Brook for our second location planned at 1180 Harger Rd. It has been a pleasure to serve the community in Wheaton for the last 5 years and we are excited to expand our services to help more families in the area!

This new Oak Brook location will be our flagship, offering a regional destination for families. We are making a large investment to the Oak Brook community, to become a long-term use within a previously established PUD including completed sitework, driveways, site lighting, and more. We are designing all sides of the new building and keeping them free of exterior metal doors or pipes.

Our premium brand experience starts with signage and colorful logo for wayfinding, and leads to the interactive interior spaces via direct sidewalk access and automatic sliding entry doors. We are providing images of our existing location, which is built to standards beyond most typical medical spaces. We include use of interior glass, indoor children's activities, child-scale water closet and lavatory, and much more. There is a digital check-in process, or app available.

Our business provides access to pediatricians who provide quality children's care 365 days a year from 9 am to 9 am. On average, 2-4 patients will be seen per hour in the facility. In addition to the main level where most of our patients will be seen, the lower level of KIDS Urgent Care will be finished for medical space and may be used for overflow patients or if any specialists need to see patients. This ground floor usage will be limited to a maximum 10-20 hours per week. Our busiest times are generally evenings and weekends so we particularly are a good fit for the development that is proposed in that most offices will be closed at those times.

No ambulance would ever transfer a patient TO the proposed KIDS Urgent Care facility as we are a pediatric clinic not a hospital. Ambulance transfers might occur OUT of the facility when a sick child would need to be transported to a local hospital. These are exceptionally rare and occurred only 5-6 times last year at our Wheaton location.

We really appreciate the consideration.

Luigi Randazzo

Spa Nordstrom -
Oakbrook Center

Ameresco

Citi



Citibank ATM



Spring Rd

RWE
PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

KIDS
URGENT
CARE

STAFF ENTRY
BOH REFUSE

A-002
2

7' - 9"
10' - 0"

9' - 5"



Shake Shack Oak Brook
Easy ordering
at Shake Shack

PAD 2

MAIN ENTRY

NEW MONUMENT
SIGN

A-007
2

OAKBROOK CENTER DR

HARGER ROAD

ing Station

Auntie Anne's
Takeout • Delivery



Oakbrook
Optical Eyecare

Aspire Systems

Sahlas Colleen L

Spring Ro
Business Associati

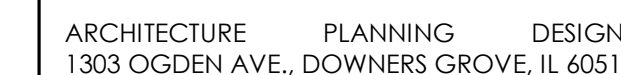
REV.	DESCRIPTION	DATE
	Plan	11/24/2023
	IFZ	2/05/2024
	PRELIM SUBMITAL	3/29/2024
	APPLICATION	4/07/2024
	PRELIM HEARING	4/23/2024
	PUD APPLICATION	6/07/2024

COPYRIGHT RWE PLANNING & DESIGN INC., 2024

PROJECT #: A23-517

CONTEXT SITE PLAN

A-001



KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

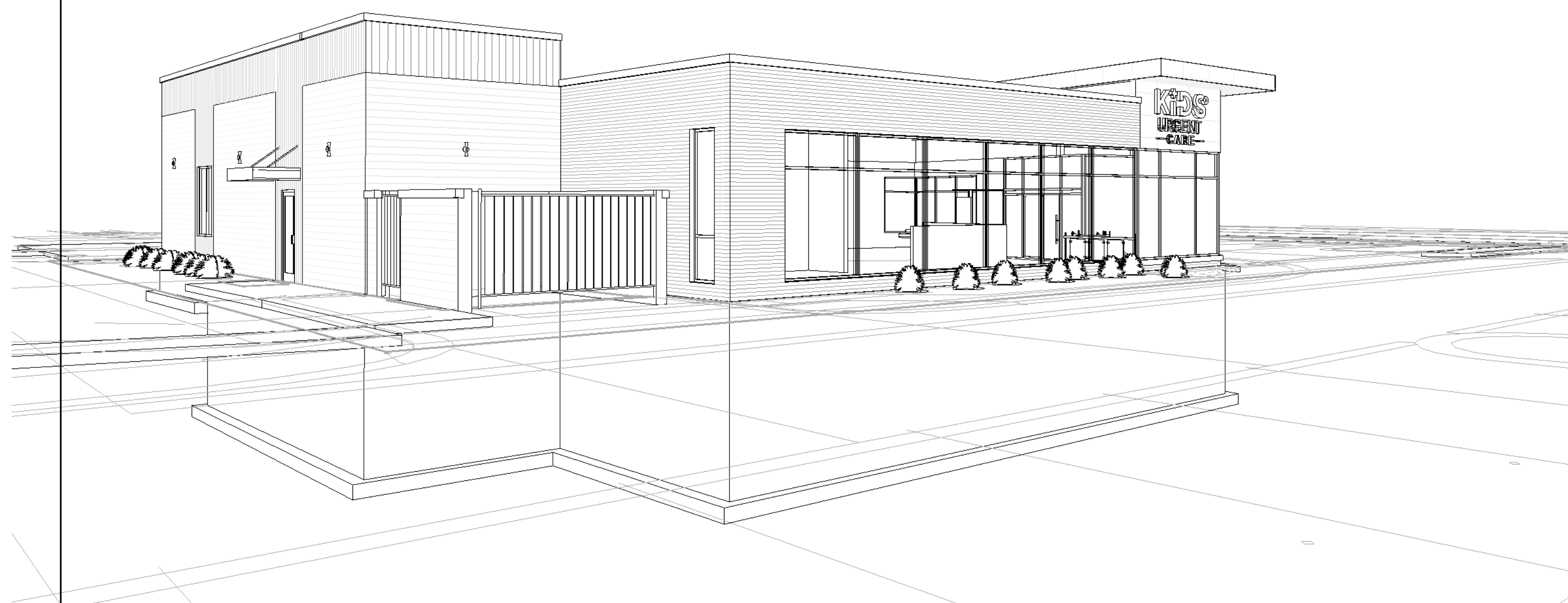
COPYRIGHT RWE PLANNING & DESIGN INC. 20

PROJECT #:	A23-517
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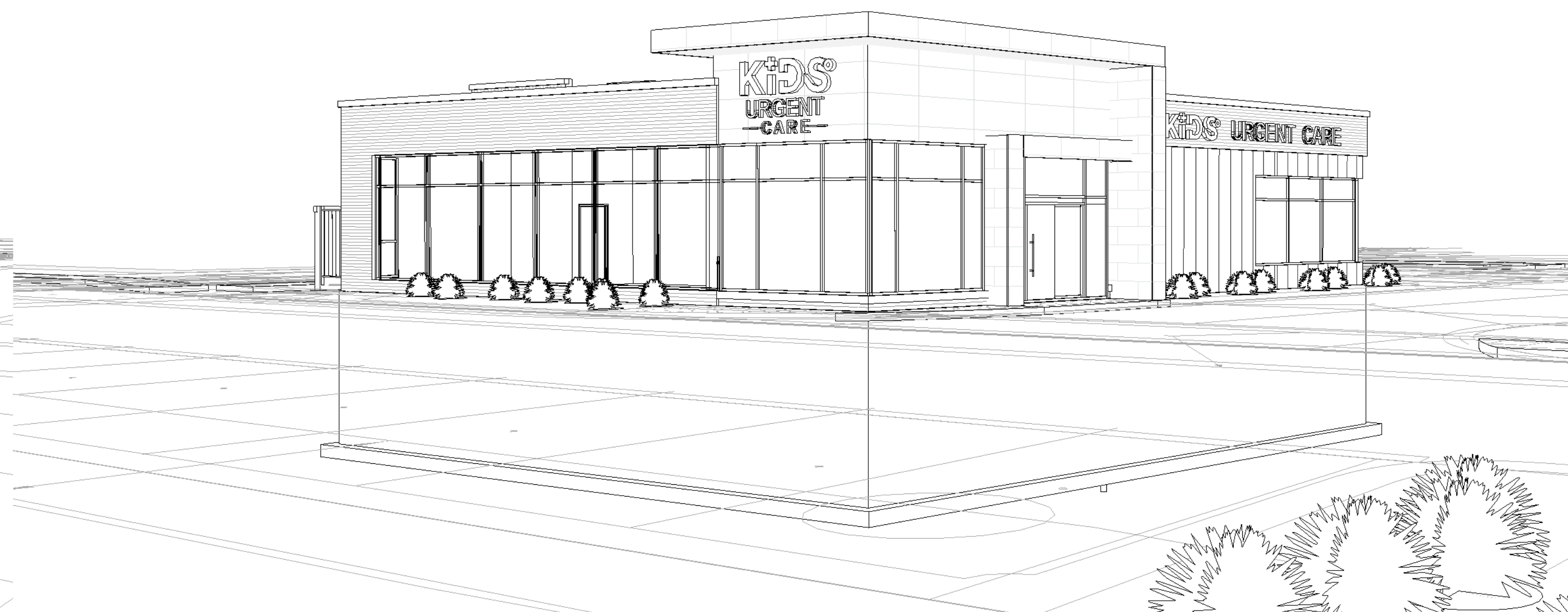
EXTERIOR
PERSPECTIVE VIEWS

A-020

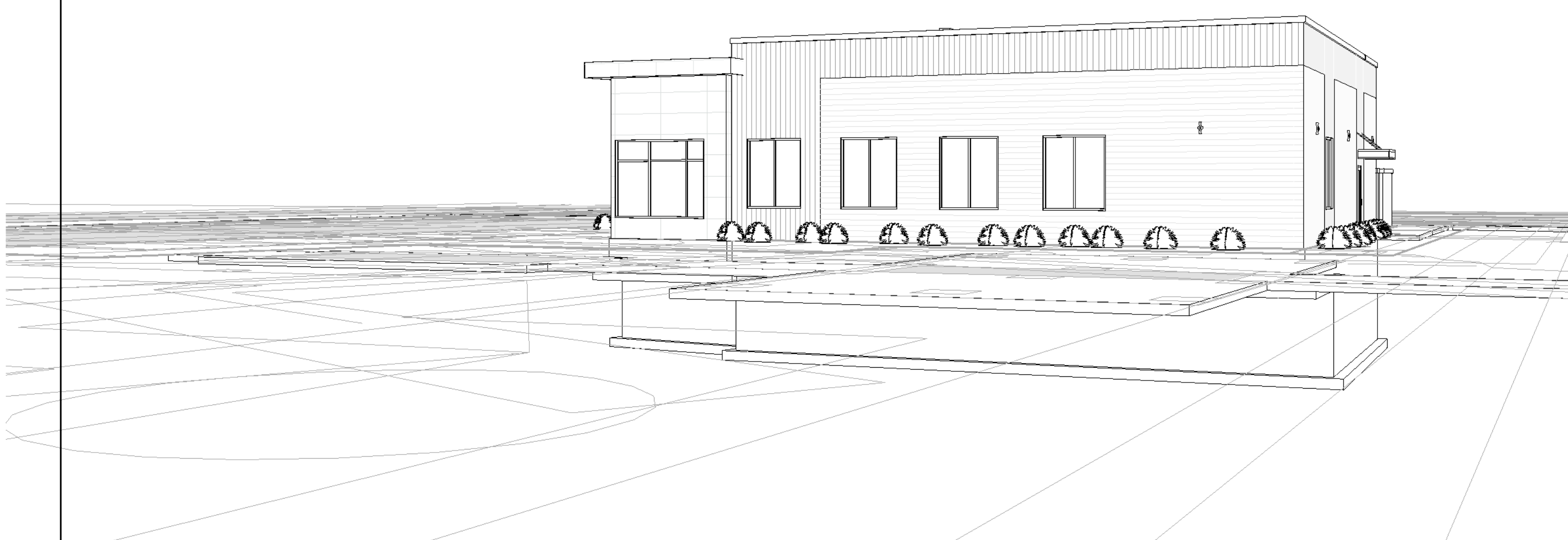
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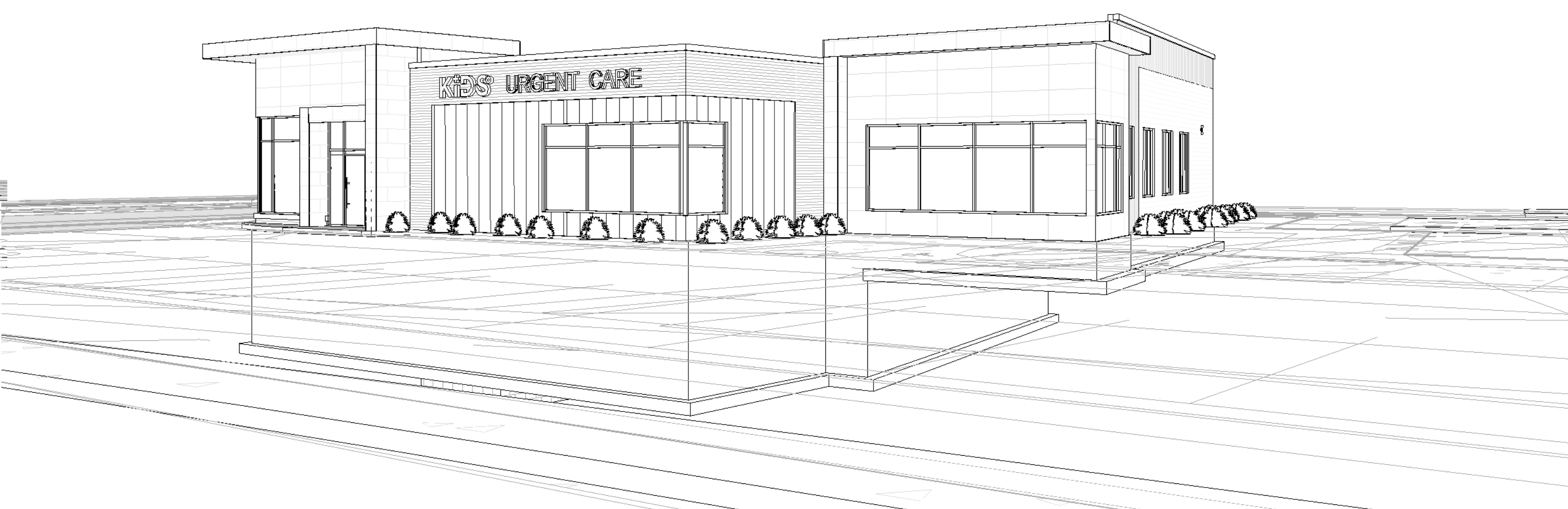
③ 3D NW



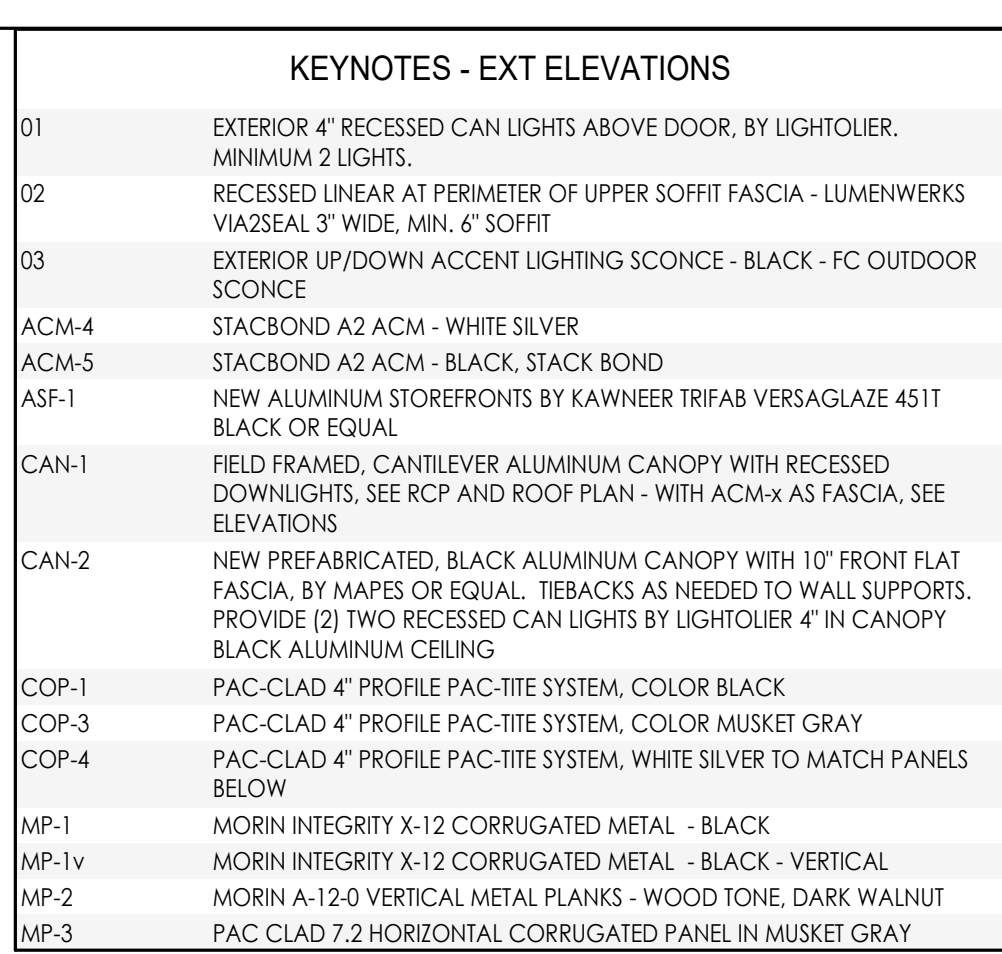
① 3D SW



④ 3D NE



② 3D SE



IF VISIBLE TO A PUBLIC ROW OUTSIDE OF THE
MALL, OR A PARKING LOT, THEN
2% OF GSF, INCLUDING BASEMENTS IS ALLOWED
2% OF 9,800 GSF IS
196 SQ.FT. MAX ON SOUTH ELEVATION

1 BUILDING ELEVATION - WEST
1/4" = 1'-0"



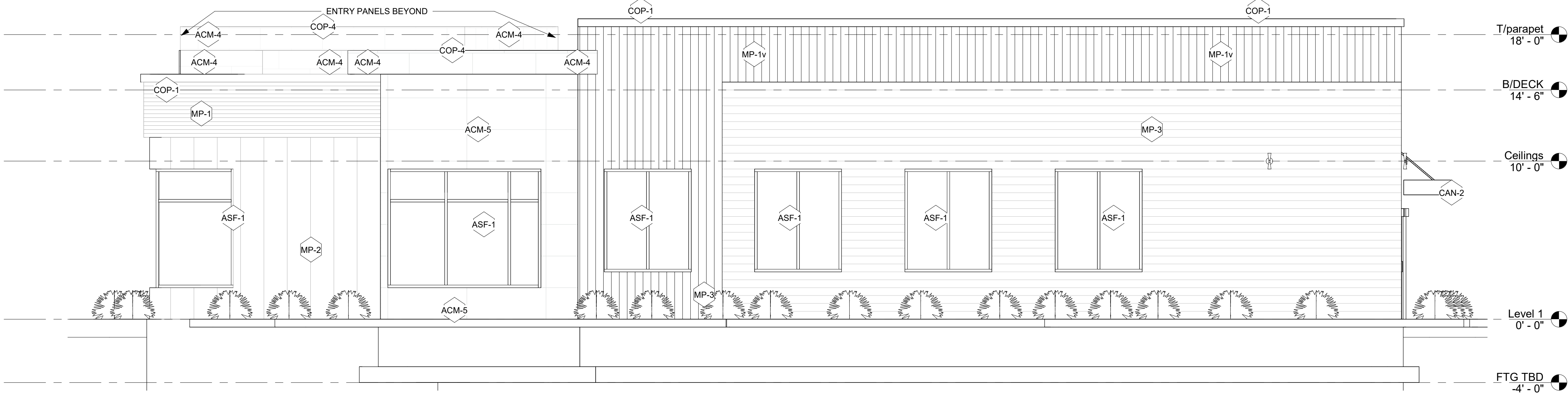
KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
	JFZ	2/05/2024
	PRELIM SUBMITTAL APPLICATION	3/29/2024
	PRELIM HEARING	4/07/2024
	PUD APPLICATION	4/23/2024
		6/07/2024

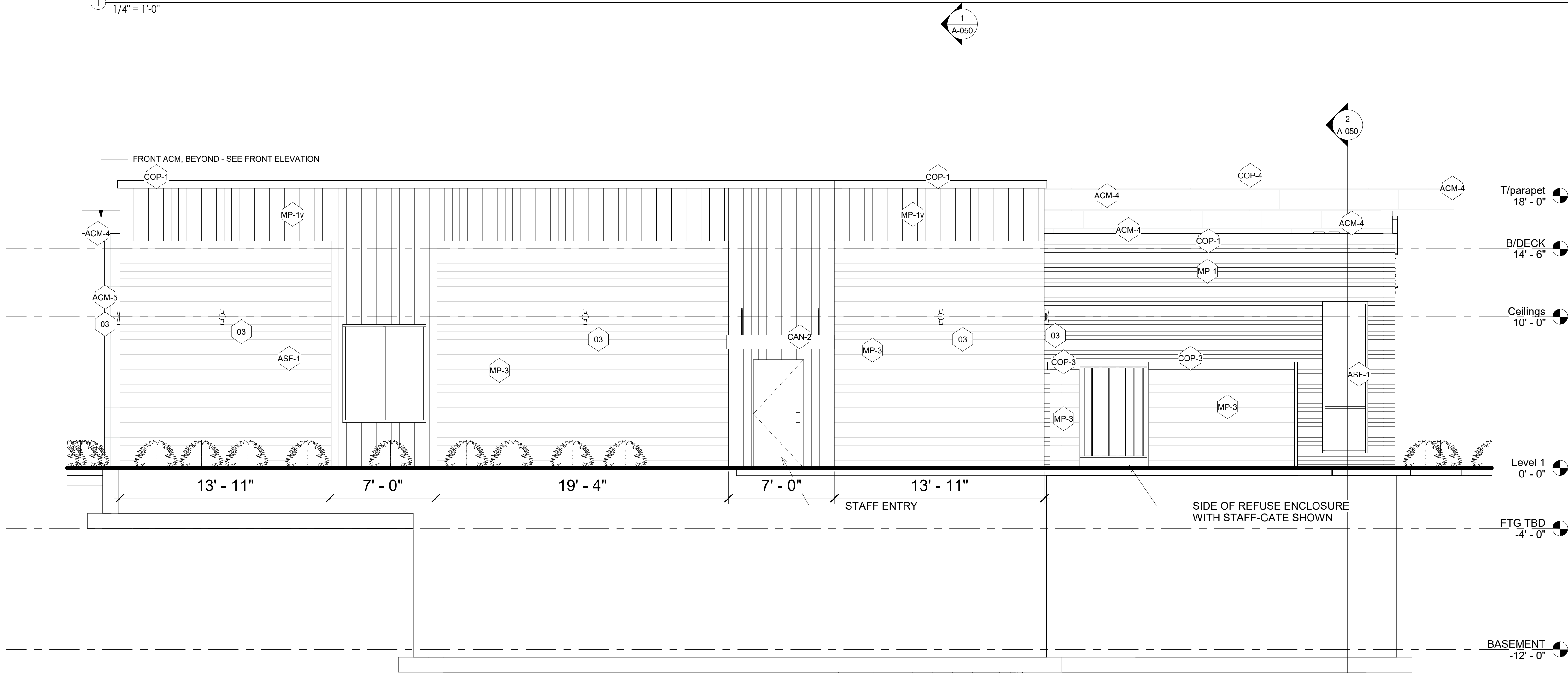
PROJECT #: A23-517

EXTERIOR ELEVATIONS

A-021



1 BUILDING ELEVATION - EAST
1/4" = 1'-0"



2 BUILDING ELEVATION - NORTH
1/4" = 1'-0"

KEYNOTES - EXT ELEVATIONS	
01	EXTERIOR 4" RECESSED CAN LIGHTS ABOVE DOOR, BY LIGHTOLIER, MINIMUM 2 LIGHTS.
02	RECESSED LINEAR AT PERIMETER OF UPPER SOFFIT FASCIA - LUMENWERKS VIA2SEAL 3" WIDE, MIN. 6" SOFFIT
03	EXTERIOR UP/DOWN ACCENT LIGHTING SCONCE - BLACK - FC OUTDOOR SCONCE
ACM-4	STACBOND A2 ACM - WHITE SILVER
ACM-5	STACBOND A2 ACM - BLACK, STACK BOND
ASF-1	NEW ALUMINUM STOREFRONTS BY KAWNEER TRIFAB VERSAGLAZE 451T BLACK OR EQUAL
CAN-1	FELD FRAMED, CANTILEVER ALUMINUM CANOPY WITH RECESSED DOWNLIGHTS, SEE RCP AND ROOF PLAN - WITH ACM-x AS FASCIA, SEE ELEVATIONS
CAN-2	NEW PREFABRICATED, BLACK ALUMINUM CANOPY WITH 10" FRONT FLAT FASCIA, BY MAPES OR EQUAL. TIEBACKS AS NEEDED TO WALL SUPPORTS, PROVIDE (2) TWO RECESSED CAN LIGHTS BY LIGHTOLIER 4" IN CANOPY BLACK ALUMINUM CEILING
COP-1	PAC-CLAD 4" PROFILE PAC-TITE SYSTEM, COLOR BLACK
COP-3	PAC-CLAD 4" PROFILE PAC-TITE SYSTEM, COLOR MUSKET GRAY
COP-4	PAC-CLAD 4" PROFILE PAC-TITE SYSTEM, WHITE SILVER TO MATCH PANELS BELOW
MP-1	MORIN INTEGRITY X-12 CORRUGATED METAL - BLACK
MP-1v	MORIN INTEGRITY X-12 CORRUGATED METAL - BLACK - VERTICAL
MP-2	MORIN A-12-0 VERTICAL METAL PLANKS - WOOD TONE, DARK WALNUT
MP-3	PAC CLAD 7.2 HORIZONTAL CORRUGATED PANEL IN MUSKET GRAY

RWE
PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

REV.	DESCRIPTION	DATE
IFZ	PRELIM SUBMITAL	2/05/2024
	APPLICATION	3/29/2024
	PRELIM HEARING	4/07/2024
	PUD APPLICATION	4/23/2024
		6/07/2024

COPYRIGHT RWE PLANNING & DESIGN INC., 2024

PROJECT #: A23-517

**EXTERIOR
ELEVATIONS**

A-022



RWE
PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,
OAK BROOK, ILLINOIS

[illegible]

COPYRIGHT RWE PLANNING & DESIGN INC. 2024

PROJECT #:	A23-517
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EXTERIOR
RENDERINGS -
EVENING / NIGHT

A-024



RWE
PLANNING + DESIGN

ARCHITECTURE PLANNING DESIGN
1303 OGDEN AVE., DOWNERS GROVE, IL 60515

KIDS URGENT CARE
1180 HARGER ROAD,

1180 HARGER ROAD,
OAK BROOK, ILLINOIS[illegible]

COPYRIGHT RWE PLANNING & DESIGN INC. 2024

PROJECT #: A23-517

EXTERIOR
RENDERINGS - REAR
OF BUILDING

A-025



ITEM 6.D.2.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Plat of Consolidation - 401 & 405 Canterbury Lane

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for the final plat of consolidation to the Planning & Zoning Commission for a public meeting and recommendation for the properties located at 401 & 405 Canterbury Lane.

Background/History:

The applicant and owners of the property, Mohammad and Masooma Shafi, have submitted a petition requesting approval of a final plat of consolidation to combine two (2) existing lots into one lot consisting of 1.73 acres (or 75,411 SF). The properties are zoned R-2 Single Family Detached Residence District and are improved with single-family homes.

The request to combine the two (2) properties will create a 1.73-acre lot. The owner intends to demolish the existing home at 401 Canterbury and construct an addition to 405 Canterbury in its place. The minimum required lot area in the R-2 district is 43,560 square feet. The proposal appears to comply with the Subdivision and Zoning Ordinance regulations.

Several additional documents have been included with this referral to provide the Board with more detailed and specific information related to the request.

Recommendation:

Staff recommends that the Village Board refer Shafi's final plat of consolidation to the Planning & Zoning Commission for a public meeting, review, and a recommendation.

Attachments:

1. Referral 401 & 405 Canterbury - Plat of Consolidation

SUBDIVISION APPLICATION



1200 OAK BROOK ROAD
OAK BROOK, IL 60523
630-368-5106 or 630-368-5146

- ☐ PRELIMINARY PLAT OF SUBDIVISION
☐ FINAL PLAT OF SUBDIVISION
☒ FINAL PLAT OF CONSOLIDATION
AND/OR PLAT OF VACATION
☐ ASSESSMENT PLAT SUBDIVISION
☐ SUBDIVISION AMENDMENT
AND/OR VARIATION

NOTE: SEE DOCUMENT SUBMITTAL GUIDELINES ATTACHED TO THE APPLICATION.

SUBDIVISION TITLE **SHAFI PLAT OF CONSOLIDATION**

DATE FILED

GENERAL LOCATION AND LEGAL ADDRESS OF PROPERTY TO BE SUBDIVIDED
401 & 405 CANTERBERRY LANE, OAK BROOK, IL 60523

ARE YOU SEEKING ANY VARIATION (RELIEF) TO THE SUBDIVISION REGULATIONS? YES ☐ NO ☒
If YES, list the specific section in the Subdivision Regulations and attach a detailed explanation of the relief you are seeking:
NONE IDENTIFIED

PERMANENT PARCEL NO. **06-36-202-005, 06-36-202-006**

NAME OF APPLICANT (and Email Address) **PLEASE SEE ATTACHED DISCLOSURES** PHONE **(630) 235-9716**

ADDRESS **405 CANTERBERRY LANE** CITY **OAK BROOK** STATE **IL** ZIP **60523**

RELATIONSHIP of APPLICANT TO PROPERTY **AUTHORIZED CONTRACT PURCHASER & OWNER**

OWNER OF RECORD **PLEASE SEE ATTACHED DISCLOSURES**

PHONE

ADDRESS CITY STATE ZIP

BENEFICIARY (IES) OF TRUST **PLEASE SEE ATTACHED DISCLOSURES**

PHONE

ADDRESS CITY STATE ZIP

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true to the best of my (our) knowledge and belief. I (we) give permission to the Village to install public hearing sign(s) on the lot frontages of the above subject property as described in the Village Code. In addition to the above fees, applicant agrees to reimburse the Village for publication costs within 30 days of billing.

Signature of Owner **MOHAMMAD S. SHAFI**

Date **05/24/24**

Signature of Applicant **MOHAMMAD S. SHAFI**

Date **05/24/24**

OWNERS AFFIDAVIT FOR SUBDIVISIONS OF NOT MORE THAN FIVE (5) LOTS

This plat contains the entire contiguous undeveloped land area in which I have any interest.

SEE AFFIDAVIT

Signature of Owner

Date

IDENTIFY STRUCTURES AND OTHER IMPROVEMENTS ON THE PROPERTY (Use additional paper if needed)

-sizing BY LAND USE CATEGORY	RESIDENTIAL	COMMERCIAL	OPEN SPACE	OTHER R.O.W.	TOTAL
NUMBER of LOTS	2	0			1
NUMBER of ACRES	1.731	0		0.096	1.827
NUMBER of SQUARE FEET	75,411	0		4,158	75,411

79,569

Names of Surrounding Property Owners

Following are the names and addresses of all surrounding property owners from the property in question for a distance of approximately 250 feet in all directions. **Provide a mailing label for each Property Owner listed.** The number of feet occupied by all public roads, streets, alleys, and public ways has been excluded in computing the 250-foot requirement. Said names are as recorded in the office of the County Recorder of Deeds (or the Registrar of Titles of the County) and as appear from the authentic tax records of this County within 30 days of the filing of this application. (Attach additional sheets if necessary)

NAME OF PROPERTY OWNER	MAILING ADDRESS OF PROPERTY OWNER	PROPERTY ADDRESS	PERMANENT INDEX NUMBER
PLEASE SEE ATTACHED			
LABELS PROVIDED			

NOTICE TO APPLICANT

REFER TO OAK BROOK CODE: TITLE 14 - SUBDIVISION REGULATIONS

DO NOT SUBMIT ANY proposed plat of subdivision until you are directed to do so. ALL Subdivision application forms, Subdivision plats and engineering plans (if required), and other documents are to be emailed to Cathy at: cchiarelli@oak-brook.org for a preliminary review along with the contact person information who will be making any plat revisions.

After comments and revisions have been completed by the Village Engineer at least 10 days before the Plan Commission meeting, you will be directed to submit, the following: The original Applications must be completed, signed and **accompanied with the following:** Proper fee (payable to the Village of Oak Brook), Two (2) folded copies of the proposed subdivision (**pursuant to the Plat Act maximum sheet size permitted is 30" x 36"**), 2 copies of Plat of Survey with Legal Description, Common Address and P.I.N. noted. Include a PDF of all plats and plans of each, which is to be emailed to cchiarelli@oak-brook.org) Completed Subject Property Verification, Surrounding Property Owners form. If the applicant is NOT the property owner, a Letter of Standing is required with the written consent / authorization from the property owner. **See Submittal Guideline for a complete list of requirements.**

Fees and documents must be received prior to the 2nd to the last Friday of the second preceding month for Planning & Zoning Commission review on the first Wednesday of the each month. An incomplete submittal will NOT be accepted and may be returned to the applicant. Please check all items applicable::

PRELIMINARY PLAT	<u>\$750</u>	\$50.00 per lot or \$750.00 minimum**
FINAL PLAT (G-289, 3/24/81)	_____	\$750.00 – NO IMPROVEMENTS**(Plus Plan Review & Inspection Fees, if required)
FINAL PLAT – with Improvements	_____	\$750.00 plus plan review fees – See Section 1-14-1-E.3 for amount (G-706 11/2002)
AMENDMENT or VARIATION	_____	\$750.00*
ASSESSMENT PLAT (12/11/79)	_____	No Charge
Public Hearing Signs	<u>\$100</u>	\$50.00 per sign – 1 sign required for each Street Frontage/Per Parcel

*Fees do not include publication costs, which are paid for separately
 ** \$125 fee for each time extension Fees - Title 1 Chapter 14 of this code.

All meetings are held in the Samuel E. Dean Board Room of the Butler Government Center, 1200 Oak Brook Road

DO NOT WRITE IN THIS SPACE BELOW FOR VILLAGE USE ONLY

Date Filed <u>6/21/24</u>	Fee Paid \$ <u>850.00</u>	Receipt No. _____	Received By <u>CC</u>
HEARING DATES: Board of Trustees (Referral) <u>7/16/24</u>		P&Z Commission <u>7/17/24</u>	Board of Trustees <u>8/13/24</u>
SIGNED - VILLAGE CLERK <u>Natasha Scarpone</u>		Date <u>7/2/24</u>	

SHAFI FINAL PLAT OF CONSOLIDATION

LOT 1 IN BARTOLOMEI'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 09, 1972 AS DOCUMENT R72-68679 IN BOOK 65 PAGE 54 IN DUPAGE COUNTY, ILLINOIS

AND

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 36 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1,324.50 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE EASTERLY ALONG SAID NORTH LINE, 408 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 126 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 126 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 332.25 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREET, ALLEYS AND PUBLIC SERVICES.

DATED THIS ____ DAY OF _____ A.D. 20____

OWNER — MOHAMMAD S SHAFI

ADDRESS _____

ADDRESS _____

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE

STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS THIS ____ DAY OF _____ A.D. 20____

NOTARY PUBLIC _____

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT MOHAMMAD S SHAFI, AS OWNER OF THE PROPERTY DESCRIBED AS THE CONSOLIDATION AND LEGALLY DESCRIBED ON THIS PLAT OF THE SAME NAME, HAS DETERMINED, TO THE BEST OF MY KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH EACH OF THESE LOTS LIES ARE: HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT #86, AND BUTLER ELEMENTARY SCHOOL DISTRICT #53, IN DUPAGE COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____ A.D. 20____

OWNER — MOHAMMAD S SHAFI

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, VILLAGE CLERK OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE VILLAGE BOARD OF SAID VILLAGE AT ITS MEETING HELD ON _____

_____, 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE VILLAGE OF OAK BROOK, ILLINOIS.

DATED THIS ____ DAY OF _____ A.D. 20____

VILLAGE CLERK _____

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, VILLAGE TREASURER OF THE VILLAGE OF OAK BROOK, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT. DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____ A.D. 20____

VILLAGE TREASURER _____

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF OAK BROOK, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D. 20____

VILLAGE ENGINEER _____

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, EXECUTIVE DIRECTORY OF THE FLAGG CREEK WATER RECLAMATION DISTRICT, HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN CONFIRMED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED THIS ____ DAY OF _____ A.D. 20____

EXECUTIVE DIRECTOR _____

PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF OAK BROOK, DUPAGE COUNTY, ILLINOIS.

DATED AT OAK BROOK, DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D. 20____

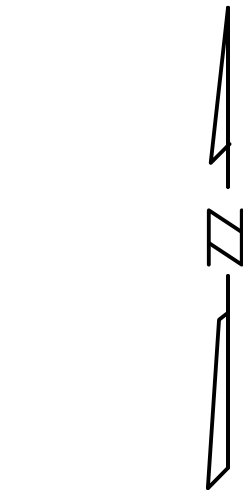
CHAIRMAN _____

PREPARED FOR:
MOHAMMAD S SHAFI
405 CANTERBERRY LANE
OAK BROOK, IL 60523

CURRENT P.I.N.
06-36-202-005
COMMON ADDRESS:
405 CANTERBERRY LANE
OAK BROOK, IL 60523

06-36-202-006 (LOT 1)
COMMON ADDRESS:
401 CANTERBERRY LANE
OAK BROOK, IL 60523

AFTER RECORDING THIS DOCUMENT
SHOULD BE RETURNED BY MAIL TO:
VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523



AREA SUMMARY

LOT 1: 75,411 SQUARE FEET (1.731 AC±)
ROADWAY DEDICATION: 4,158 SQUARE FEET (0.096 AC±)
TOTAL: 79,569 SQUARE FEET (1.827 AC±)

LEGEND

———— = EX. PROPERTY LINE
- - - - - = EX. LOT LINE
- - - - - = EX. EASEMENT LINE

ABBREVIATIONS

E EAST
N NORTH
S SOUTH
W WEST
(XXX.XX) RECORD INFORMATION
XXX.XX MEASURED INFORMATION

RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN

THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE ____ DAY OF

_____, A.D., 20____ AT _____ O'CLOCK ____M.

RECORDER OF DEEDS _____

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT GENERAL TAXES AND NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, THIS

_____, DAY OF _____, A.D., 20____.

COUNTY CLERK _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT I, TIMOTHY B. MARTINEK, REGISTERED ILLINOIS LAND SURVEYOR NO. 035-003782, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN BARTOLOMEI'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 09, 1972 AS DOCUMENT R72-68679 IN BOOK 65 PAGE 54 IN DUPAGE COUNTY, ILLINOIS

AND

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 36 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 1,324.50 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE EASTERLY ALONG SAID NORTH LINE, 408 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 126 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 332.25 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 126 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, 332.25 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF OAK BROOK WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED. I FURTHER CERTIFY THAT A NONE OF THE LANDS SHOWN ON THIS PLAT ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

I HEREBY GRANT PERMISSION TO THE VILLAGE OF OAK BROOK CLERK OR AN EMPLOYEE OF THE VILLAGE CLERK'S OFFICE TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THE SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WARRENVILLE, ILLINOIS,

THIS ____ DAY OF _____, 20____.

FOR REVIEW

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
LICENSE EXPIRES APRIL 30, 2025

DATE OF FIELD SURVEY: MAY 1, 2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
06-18-24	SDS	VILLAGE COMMENTS			
DRAWN BY: SDS					
CHECKED BY: TBM					
APPROVED BY: TBM					



35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60055
PHONE (630) 393-3060
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
CHICAGO, ILLINOIS 60606
PHONE (312) 474-7841
FAX (312) 474-6099

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR:

SHAFI

TITLE:

FINAL PLAT OF CONSOLIDATION
401 & 405 CANTERBERRY LANE
OAK BROOK, ILLINOIS

SCALE: 1"=30'

DATE: 05-02-2024

JOB NO: W24107.00

SHEET 1 OF 1



ITEM 8.A.1.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Resolution Authorizing a Renegotiated AXON Contract Combining Existing AXON (FUSUS) Contracts and Adding AXON Report Management System (RMS)

FROM: Brian Strockis, Chief of Police

BUDGET SOURCE/BUDGET IMPACT: \$365,999.98 is budgeted in 2024 in Account: 153-90100

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2223 authorizing the execution of a renegotiated AXON contract combining existing AXON (FUSUS) contracts and adding AXON Report Management System (RMS), and further authorizing the Village Manager to sign multi-year maintenance and database access agreements.

Background/History:

The Oak Brook Police Department has had a long-standing relationship with AXON and their TASER products. In 2023, we transitioned to AXON body cameras and in 2024 we completed the full transition to AXON squad cameras. The Oak Brook Police Department has been a FUSUS customer since 2022 and we have built a robust FUSUS platform which is utilized daily by officers in the field as well as investigators and Real Time Crime Center operators. FUSUS was acquired by AXON in 2024, and we are currently maintaining three separate AXON contracts.

The DuPage County consortium extended their contract with Hexagon, which is the current Report Management System being utilized by most DuPage County Police agencies. The contract extension goes through 2027 and was extended without consultation from consortium members who have expressed significant concerns with the Hexagon platform since its inception. Addison was the first agency to opt out of the Hexagon consortium and make the transition to AXON RMS. Several other agencies, including Oak Brook have expressed interest in opting out, because AXON RMS is a far superior product to Hexagon and integrates with all of our other AXON products. Additionally, the DuPage County consortium is passing on shared fees between agencies that are opting out to those that intend to remain while they go out for

requests for proposals for other RMS products, including AXON.

The consolidation of contracts for all of our AXON contracts solidifies FUSUS costs, provides the updated TASER 10 product to all officers and streamlines internal practices for sharing digital evidence with the State's Attorney's Office. Additionally, the AXON draft one reporting software assists officers with report writing by utilizing A.I. technology to complete police reports by automatically transcribing body cameras. This technology will result in less downtime for officers and streamline internal processes. We will also be able to eliminate internal software programs that are currently being utilized by the department, resulting in savings of at least \$15,489.90 in 2025 and throughout the duration of this contract. With the approval of this contract, the Oak Brook Police Department will go live with AXON RMS no later than April 1, 2025.

Current Programs

Axon	\$149,999.98	
Axon Taser	\$23,000.00	3 years left in the current agreement
Fusus	\$125,000.00	Increasing with inflation
Hexagon	\$64,000.00	Increasing as agencies leave the consortium
Guadian Tracking	\$2,800.00	Increasing with inflation
Pro Standards	\$1,200.00	Increasing with inflation
	Total Cost in 2024	Total Cost in 2025
	\$365,999.98	\$350,510.08
Total Savings: \$15,489.90+ Annually		

Recommendation:

Staff recommends that the Village Board approve an agreement/contract with AXON for \$3,399,756.10 (over ten years) for the consolidation of AXON contracts FUSUS/Squad/Body/Interview Room Cameras and cloud storage, adding AXON RMS, pending final attorney review and authorize the Village Manager to execute the same.

Attachments:

1. R -2223 AXON RMS Resolution
2. Q-570863-45471.657MM

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PD-AXON-EXT-TECH-PG-R-2223

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK
BROOK AND AXON ENTERPRISE, INC., FOR THE
CONSOLIDATION OF EXISTING AXON CONTRACTS, ADDING
AXON REPORT MANAGEMENT SYSTEM SERVICES, AND
FURTHER AUTHORIZING THE EXECUTION OF RELATED
MAINTENANCE AND DATABASE ACCESS AGREEMENTS

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 16th day of July 2024

RESOLUTION 2024-PD-AXON-EXT-TECH-PG-R-2223

A RESOLUTION

APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK BROOK AND AXON ENTERPRISE, INC., FOR THE CONSOLIDATION OF EXISTING AXON CONTRACTS, ADDING AXON REPORT MANAGEMENT SYSTEM SERVICES, AND FURTHER AUTHORIZING THE EXECUTION OF RELATED MAINTENANCE AND DATABASE ACCESS AGREEMENTS

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the Village President and Board of Trustees (collectively, the "Corporate Authorities") may contract with private parties in accordance with Illinois statute;

WHEREAS, The Oak Brook Police Department (the "Department") has had a long-standing relationship with AXON and their TASER products. In 2023, the Department transitioned to AXON body cameras and in 2024 completed the full transition to AXON squad cameras. In addition, the Department has been a FUSUS customer since 2022 and has built a robust FUSUS platform which is utilized daily by officers in the field as well as investigators and Real Time Crime Center operators. FUSUS was acquired by AXON in 2024, and the Village otherwise maintains three separate AXON contracts;

WHEREAS, The DuPage County consortium extended their contract with Hexagon, which is the current Report Management System being utilized by all DuPage County Police agencies. The contract extension goes through 2027 and was extended without consultation from consortium members who have expressed significant concerns with the Hexagon platform since its inception;

WHEREAS, the Department desires to opt-out of the Hexagon platform and replace it with AXON Report Management System as it integrates with all of the other AXON products;

WHEREAS, as a cost-saving measure and host of additional synergistic benefits, the Department recommends the approval of the Agreement, attached hereto and incorporated herein as Exhibit A, for the consolidation of the aforementioned services and products;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to approve the foregoing for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Agreement

The President and Board of Trustees hereby approve the Agreement by and between the Village and the Company in substantially the same form attached as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form of such attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of the Agreement and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the Agreement and of this Resolution.

Section Six – Waiver of Bidding Process

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Seven - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section ten – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Twelve – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 16th day of July 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 16th day of July 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

Exhibit A
[Agreement]



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-570863-45471.657MM

Issued: 06/28/2024

Quote Expiration: 07/31/2024

Estimated Contract Start Date: 09/01/2024

Account Number: 106876

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Oak Brook Police Dept. - IL 1200 Oak Brook Rd Oak Brook, IL 60523-2203 USA	Oak Brook Police Dept. - IL 1200 Oak Brook Rd Oak Brook IL 60523-2203 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	Brian Strockis Phone: 630-368-8710 Email: bstrockis@oak-brook.org Fax:

Quote Summary

Program Length	124 Months
TOTAL COST	\$3,399,756.10
ESTIMATED TOTAL W/ TAX	\$3,399,756.10

Discount Summary

Average Savings Per Year	\$425,248.21
TOTAL SAVINGS	\$4,394,231.50

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$278,241.49	\$0.00	\$278,241.49
Feb 2025	\$85,620.00	\$0.00	\$85,620.00
Jan 2026	\$299,268.29	\$0.00	\$299,268.29
Feb 2026	\$85,620.00	\$0.00	\$85,620.00
Jan 2027	\$299,268.29	\$0.00	\$299,268.29
Feb 2027	\$85,620.00	\$0.00	\$85,620.00
Jan 2028	\$299,268.29	\$0.00	\$299,268.29
Feb 2028	\$85,620.00	\$0.00	\$85,620.00
Jan 2029	\$299,268.29	\$0.00	\$299,268.29
Feb 2029	\$85,620.00	\$0.00	\$85,620.00
Jan 2030	\$299,268.29	\$0.00	\$299,268.29
Jan 2031	\$299,268.29	\$0.00	\$299,268.29
Jan 2032	\$299,268.29	\$0.00	\$299,268.29
Jan 2033	\$299,268.29	\$0.00	\$299,268.29
Jan 2034	\$299,268.29	\$0.00	\$299,268.29
Total	\$3,399,756.10	\$0.00	\$3,399,756.10

Quote Unbundled Price:	\$7,793,987.60
Quote List Price:	\$3,628,382.00
Quote Subtotal:	\$3,399,756.10

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$55,656.72	\$55,656.72	\$0.00	\$55,656.72
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$84,437.06	\$84,437.06	\$0.00	\$84,437.06
M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	120	\$1,195.10	\$390.20	\$363.81	\$1,833,602.40	\$0.00	\$1,833,602.40
Fleet3ARe	Fleet 3 Advanced Renewal	16	60	\$229.34	\$189.57	\$197.15	\$189,264.00	\$0.00	\$189,264.00
Fleet3ARe	Fleet 3 Advanced Renewal	16	60	\$229.34	\$189.57	\$189.57	\$181,987.20	\$0.00	\$181,987.20
B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	120	\$369.37	\$324.16	\$324.16	\$233,395.20	\$0.00	\$233,395.20
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	48	4		\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	76	4		\$0.60	\$0.00	\$0.00	\$0.00	\$0.00
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	32	4		\$17.70	\$0.00	\$0.00	\$0.00	\$0.00
80402	AXON RESPOND - LICENSE - FLEET 3	16	4		\$15.60	\$0.00	\$0.00	\$0.00	\$0.00
73680	AXON RESPOND PLUS - LICENSE	48	4		\$19.80	\$0.00	\$0.00	\$0.00	\$0.00
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	4		\$59.00	\$0.00	\$0.00	\$0.00	\$0.00
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	16	4		\$20.80	\$0.00	\$0.00	\$0.00	\$0.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	4		\$26.00	\$0.00	\$0.00	\$0.00	\$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	4		\$30.40	\$0.00	\$0.00	\$0.00	\$0.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	4		\$103.00	\$0.00	\$0.00	\$0.00	\$0.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	48	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73739	AXON PERFORMANCE - LICENSE	48	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	48	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	43	4		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	11	4		\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
20248	AXON TASER - EVIDENCE.COM LICENSE	37	4		\$5.20	\$0.00	\$0.00	\$0.00	\$0.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	120		\$31.50	\$31.50	\$3,780.00	\$0.00	\$3,780.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	120		\$36.83	\$36.83	\$4,419.60	\$0.00	\$4,419.60
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	120		\$124.80	\$124.80	\$14,976.00	\$0.00	\$14,976.00
73681	AXON RECORDS	62	120		\$47.25	\$3.35	\$24,937.64	\$0.00	\$24,937.64
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	120		\$78.76	\$47.51	\$273,657.60	\$0.00	\$273,657.60
ProLicense	Pro License Bundle	6	120		\$48.47	\$48.02	\$34,574.40	\$0.00	\$34,574.40
A la Carte Services									
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00

101267	AXON VR - PSO - FULL INSTALLATION	1		\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	16	\$6,291.12	\$2,343.75	\$37,500.00	\$0.00	\$37,500.00
85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1		\$300.00	\$390,600.00	\$390,600.00	\$0.00	\$390,600.00
A la Carte Warranties								
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	4	\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	16	4	\$9.35	\$0.00	\$0.00	\$0.00	\$0.00
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	18	4	\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	4	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00
50448	AXON INTERVIEW - EXT WARRANTY	1	4	\$27.00	\$0.00	\$0.00	\$0.00	\$0.00
100942	AXON BODY 4 - EXT WARRANTY - CAMERA	49	4	\$13.80	\$0.00	\$0.00	\$0.00	\$0.00
100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	6	4	\$21.70	\$0.00	\$0.00	\$0.00	\$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50448	AXON INTERVIEW - EXT WARRANTY	1	68	\$29.71	\$29.71	\$2,020.28	\$0.00	\$2,020.28
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16		\$213.00	\$213.00	\$3,408.00	\$0.00	\$3,408.00
11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16		\$1,065.00	\$1,065.00	\$17,040.00	\$0.00	\$17,040.00
Total						\$3,399,756.10	\$0.00	\$3,399,756.10

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	42	2	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	42	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	840	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	260	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	42	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	42	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100748	AXON VR - CONTROLLER - TASER 10	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101294	AXON VR - TABLET	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101300	AXON VR - TABLET CASE	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101350	AXON RESPOND - FUSUSCORE - ELITE 2.0 44TB HDD STORAGE -T	4	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101351	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE -T	10	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101354	AXON RESPOND - FUSUSCORE - PRO AI 8TB HDD STORAGE -T	4	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101356	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE -T	60	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101425	AXON RESPOND - FUSUSCORE - CAD - T	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101426	AXON RESPOND - FUSUSCORE - LISTEN - T	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	42	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	8	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	84	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	12/01/2024
BUNDLE - UNLIMITED PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	1	1	12/01/2024
BUNDLE - UNLIMITED PREMIUM 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	6	1	12/01/2024
BUNDLE - UNLIMITED PREMIUM 10YR	100748	AXON VR - CONTROLLER - TASER 10	1	1	12/01/2024
BUNDLE - UNLIMITED PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	12/01/2024
BUNDLE - UNLIMITED PREMIUM 10YR	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	1	12/01/2024
BUNDLE - UNLIMITED PREMIUM 10YR	101294	AXON VR - TABLET	1	1	12/01/2024
BUNDLE - UNLIMITED PREMIUM 10YR	101300	AXON VR - TABLET CASE	1	1	12/01/2024
BUNDLE - UNLIMITED PREMIUM 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	12/01/2024
BUNDLE - UNLIMITED PREMIUM 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	12	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	340	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	12/01/2026

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	340	1	12/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	43	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	6	1	06/01/2027
BUNDLE - UNLIMITED PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	06/01/2027
BUNDLE - UNLIMITED PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	06/01/2027
BUNDLE - UNLIMITED PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	06/01/2027
BUNDLE - UNLIMITED PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	06/01/2027
BUNDLE - UNLIMITED PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	12/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	12/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	12/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	340	1	12/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	2	1	12/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	2	1	12/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	2	1	12/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	2	1	12/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	43	1	12/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	6	1	12/01/2029
BUNDLE - UNLIMITED PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	12/01/2029
BUNDLE - UNLIMITED PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	1	1	12/01/2029
BUNDLE - UNLIMITED PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	12/01/2029
BUNDLE - UNLIMITED PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	12/01/2029
BUNDLE - UNLIMITED PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	1	12/01/2029
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	16	1	12/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	42	1	06/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	2	1	06/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	2	1	06/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	2	1	06/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	2	1	06/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	43	1	06/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	6	1	06/01/2032
BUNDLE - UNLIMITED PREMIUM 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	1	1	06/01/2032
BUNDLE - UNLIMITED PREMIUM 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	1	1	06/01/2032
BUNDLE - UNLIMITED PREMIUM 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	06/01/2032
BUNDLE - UNLIMITED PREMIUM 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	06/01/2032
BUNDLE - UNLIMITED PREMIUM 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	6	1	06/01/2032
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	43	1	12/01/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	6	1	12/01/2034
BUNDLE - UNLIMITED PREMIUM 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	6	1	12/01/2034
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	16	1	12/01/2034

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	37	09/01/2024	12/31/2024

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	09/01/2024	12/31/2024
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	09/01/2024	12/31/2024
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	09/01/2024	12/31/2024
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	48	09/01/2024	12/31/2024
A la Carte	73680	AXON RESPOND PLUS - LICENSE	48	09/01/2024	12/31/2024
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	48	09/01/2024	12/31/2024
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	76	09/01/2024	12/31/2024
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	48	09/01/2024	12/31/2024
A la Carte	73739	AXON PERFORMANCE - LICENSE	48	09/01/2024	12/31/2024
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	11	09/01/2024	12/31/2024
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	43	09/01/2024	12/31/2024
A la Carte	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	16	09/01/2024	12/31/2024
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	09/01/2024	12/31/2024
A la Carte	80402	AXON RESPOND - LICENSE - FLEET 3	16	09/01/2024	12/31/2024
A la Carte	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	32	09/01/2024	12/31/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100590	AXON MY90 - LICENSE	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101359	AXON RESPOND - FUSUSONE - ENTERPRISE PLUS LEVEL SAAS	1	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73680	AXON RESPOND PLUS - LICENSE	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	42	01/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	42	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	100590	AXON MY90 - LICENSE	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	73680	AXON RESPOND PLUS - LICENSE	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	01/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	6	01/01/2025	12/31/2034
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	16	01/01/2025	12/31/2029
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	01/01/2025	12/31/2029
Fleet 3 Advanced Renewal	80402	AXON RESPOND - LICENSE - FLEET 3	16	01/01/2025	12/31/2029
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	32	01/01/2025	12/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	01/01/2025	12/31/2034
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	01/01/2025	12/31/2034
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	01/01/2025	12/31/2034
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	01/01/2025	12/31/2034
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	01/01/2025	12/31/2034

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	01/01/2025	12/31/2034
A la Carte	73681	AXON RECORDS	62	01/01/2025	12/31/2034
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	16	01/01/2030	12/31/2034
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	01/01/2030	12/31/2034
Fleet 3 Advanced Renewal	80402	AXON RESPOND - LICENSE - FLEET 3	16	01/01/2030	12/31/2034
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	32	01/01/2030	12/31/2034

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	42
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	42
BUNDLE - UNLIMITED PREMIUM 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - UNLIMITED PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	6
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	16
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	16
A la Carte	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	49	09/01/2024	12/31/2024
A la Carte	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	6	09/01/2024	12/31/2024
A la Carte	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16		
A la Carte	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16		
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	1	09/01/2024	12/31/2024
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	09/01/2024	08/31/2028
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	09/01/2024	12/31/2024
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	18	09/01/2024	12/31/2024
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/01/2024	12/31/2024
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	16	09/01/2024	12/31/2024
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	1	01/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	2	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	2	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	42	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	60	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	10	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	12/01/2025	12/31/2034

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	42	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	8	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	42	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	1	12/01/2025	12/31/2034
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	6	12/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	12/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	12/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	12/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	12/01/2025	12/31/2034
BUNDLE - UNLIMITED PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	6	12/01/2025	12/31/2034
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	16	12/01/2025	12/31/2029
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	16	12/01/2030	12/31/2034

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1200 Oak Brook Rd	Oak Brook	IL	60523-2203	USA
2	1200 Oak Brook Rd	Oak Brook	IL	60523-2203	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$121.97	\$0.00	\$121.97
Annual Payment 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$585.46	\$0.00	\$585.46
Annual Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	\$13,351.34	\$0.00	\$13,351.34
Annual Payment 1	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16	\$831.36	\$0.00	\$831.36
Annual Payment 1	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16	\$166.27	\$0.00	\$166.27
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$184.42	\$0.00	\$184.42
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$215.63	\$0.00	\$215.63
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$730.66	\$0.00	\$730.66
Annual Payment 1	50448	AXON INTERVIEW - EXT WARRANTY	1	\$98.57	\$0.00	\$98.57
Annual Payment 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	\$0.00	\$0.00	\$0.00
Annual Payment 1	73681	AXON RECORDS	62	\$1,216.67	\$0.00	\$1,216.67
Annual Payment 1	B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	\$11,387.04	\$0.00	\$11,387.04
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$9,233.91	\$0.00	\$9,233.91
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$8,878.88	\$0.00	\$8,878.88
Annual Payment 1	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	\$89,458.70	\$0.00	\$89,458.70
Annual Payment 1	ProLicense	Pro License Bundle	6	\$1,686.83	\$0.00	\$1,686.83
Transfer Debits	100552	TRANSFER CREDIT - GOODS	1	\$84,437.06	\$0.00	\$84,437.06
Transfer Debits	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$55,656.72	\$0.00	\$55,656.72
Total				\$278,241.49	\$0.00	\$278,241.49

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records Install Year 1	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	49	\$0.00	\$0.00	\$0.00
Records Install Year 1	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	6	\$0.00	\$0.00	\$0.00
Records Install Year 1	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$7,500.00	\$0.00	\$7,500.00
Records Install Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	37	\$0.00	\$0.00	\$0.00
Records Install Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$0.00	\$0.00	\$0.00
Records Install Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$0.00	\$0.00	\$0.00
Records Install Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$0.00	\$0.00	\$0.00
Records Install Year 1	50448	AXON INTERVIEW - EXT WARRANTY	1	\$0.00	\$0.00	\$0.00
Records Install Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 1	73680	AXON RESPOND PLUS - LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	76	\$0.00	\$0.00	\$0.00
Records Install Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	48	\$0.00	\$0.00	\$0.00
Records Install Year 1	73739	AXON PERFORMANCE - LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	11	\$0.00	\$0.00	\$0.00
Records Install Year 1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	43	\$0.00	\$0.00	\$0.00

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records Install Year 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Records Install Year 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	\$0.00	\$0.00	\$0.00
Records Install Year 1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	18	\$0.00	\$0.00	\$0.00
Records Install Year 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$0.00	\$0.00	\$0.00
Records Install Year 1	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	16	\$0.00	\$0.00	\$0.00
Records Install Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	\$0.00	\$0.00	\$0.00
Records Install Year 1	80402	AXON RESPOND - LICENSE - FLEET 3	16	\$0.00	\$0.00	\$0.00
Records Install Year 1	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	32	\$0.00	\$0.00	\$0.00
Records Install Year 1	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	16	\$0.00	\$0.00	\$0.00
Records Install Year 1	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$78,120.00	\$0.00	\$78,120.00
Total				\$85,620.00	\$0.00	\$85,620.00

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$264.23	\$0.00	\$264.23
Annual Payment 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,268.28	\$0.00	\$1,268.28
Annual Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	\$28,922.92	\$0.00	\$28,922.92
Annual Payment 2	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16	\$1,800.96	\$0.00	\$1,800.96
Annual Payment 2	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16	\$360.19	\$0.00	\$360.19
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$399.51	\$0.00	\$399.51
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$467.11	\$0.00	\$467.11
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$1,582.82	\$0.00	\$1,582.82
Annual Payment 2	50448	AXON INTERVIEW - EXT WARRANTY	1	\$213.52	\$0.00	\$213.52
Annual Payment 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	\$0.00	\$0.00	\$0.00
Annual Payment 2	73681	AXON RECORDS	62	\$2,635.66	\$0.00	\$2,635.66
Annual Payment 2	B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	\$24,667.59	\$0.00	\$24,667.59
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$20,003.36	\$0.00	\$20,003.36
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$19,234.27	\$0.00	\$19,234.27
Annual Payment 2	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	\$193,793.70	\$0.00	\$193,793.70
Annual Payment 2	ProLicense	Pro License Bundle	6	\$3,654.17	\$0.00	\$3,654.17
Total				\$299,268.29	\$0.00	\$299,268.29

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records Install Year 2	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	49	\$0.00	\$0.00	\$0.00
Records Install Year 2	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	6	\$0.00	\$0.00	\$0.00
Records Install Year 2	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$7,500.00	\$0.00	\$7,500.00
Records Install Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	37	\$0.00	\$0.00	\$0.00
Records Install Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$0.00	\$0.00	\$0.00
Records Install Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$0.00	\$0.00	\$0.00
Records Install Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$0.00	\$0.00	\$0.00
Records Install Year 2	50448	AXON INTERVIEW - EXT WARRANTY	1	\$0.00	\$0.00	\$0.00
Records Install Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 2	73680	AXON RESPOND PLUS - LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	76	\$0.00	\$0.00	\$0.00
Records Install Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	48	\$0.00	\$0.00	\$0.00
Records Install Year 2	73739	AXON PERFORMANCE - LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	11	\$0.00	\$0.00	\$0.00
Records Install Year 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	43	\$0.00	\$0.00	\$0.00
Records Install Year 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records Install Year 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	\$0.00	\$0.00	\$0.00
Records Install Year 2	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	18	\$0.00	\$0.00	\$0.00
Records Install Year 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$0.00	\$0.00	\$0.00
Records Install Year 2	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	16	\$0.00	\$0.00	\$0.00
Records Install Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	\$0.00	\$0.00	\$0.00
Records Install Year 2	80402	AXON RESPOND - LICENSE - FLEET 3	16	\$0.00	\$0.00	\$0.00
Records Install Year 2	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	32	\$0.00	\$0.00	\$0.00
Records Install Year 2	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	16	\$0.00	\$0.00	\$0.00
Records Install Year 2	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$78,120.00	\$0.00	\$78,120.00
Total				\$85,620.00	\$0.00	\$85,620.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$264.23	\$0.00	\$264.23
Annual Payment 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,268.28	\$0.00	\$1,268.28
Annual Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	\$28,922.92	\$0.00	\$28,922.92
Annual Payment 3	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16	\$1,800.96	\$0.00	\$1,800.96
Annual Payment 3	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16	\$360.19	\$0.00	\$360.19
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$399.51	\$0.00	\$399.51
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$467.11	\$0.00	\$467.11
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$1,582.82	\$0.00	\$1,582.82
Annual Payment 3	50448	AXON INTERVIEW - EXT WARRANTY	1	\$213.52	\$0.00	\$213.52
Annual Payment 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	\$0.00	\$0.00	\$0.00
Annual Payment 3	73681	AXON RECORDS	62	\$2,635.66	\$0.00	\$2,635.66
Annual Payment 3	B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	\$24,667.59	\$0.00	\$24,667.59
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$20,003.36	\$0.00	\$20,003.36
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$19,234.27	\$0.00	\$19,234.27
Annual Payment 3	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	\$193,793.70	\$0.00	\$193,793.70
Annual Payment 3	ProLicense	Pro License Bundle	6	\$3,654.17	\$0.00	\$3,654.17
Total				\$299,268.29	\$0.00	\$299,268.29

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records Install Year 3	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	49	\$0.00	\$0.00	\$0.00
Records Install Year 3	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	6	\$0.00	\$0.00	\$0.00
Records Install Year 3	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$7,500.00	\$0.00	\$7,500.00
Records Install Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	37	\$0.00	\$0.00	\$0.00
Records Install Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$0.00	\$0.00	\$0.00
Records Install Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$0.00	\$0.00	\$0.00
Records Install Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$0.00	\$0.00	\$0.00
Records Install Year 3	50448	AXON INTERVIEW - EXT WARRANTY	1	\$0.00	\$0.00	\$0.00
Records Install Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 3	73680	AXON RESPOND PLUS - LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	76	\$0.00	\$0.00	\$0.00
Records Install Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	48	\$0.00	\$0.00	\$0.00
Records Install Year 3	73739	AXON PERFORMANCE - LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	11	\$0.00	\$0.00	\$0.00
Records Install Year 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	43	\$0.00	\$0.00	\$0.00
Records Install Year 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Records Install Year 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	\$0.00	\$0.00	\$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records Install Year 3	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	18	\$0.00	\$0.00	\$0.00
Records Install Year 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$0.00	\$0.00	\$0.00
Records Install Year 3	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	16	\$0.00	\$0.00	\$0.00
Records Install Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	\$0.00	\$0.00	\$0.00
Records Install Year 3	80402	AXON RESPOND - LICENSE - FLEET 3	16	\$0.00	\$0.00	\$0.00
Records Install Year 3	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	32	\$0.00	\$0.00	\$0.00
Records Install Year 3	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	16	\$0.00	\$0.00	\$0.00
Records Install Year 3	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$78,120.00	\$0.00	\$78,120.00
Total				\$85,620.00	\$0.00	\$85,620.00

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$264.23	\$0.00	\$264.23
Annual Payment 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,268.28	\$0.00	\$1,268.28
Annual Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	\$28,922.92	\$0.00	\$28,922.92
Annual Payment 4	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16	\$1,800.96	\$0.00	\$1,800.96
Annual Payment 4	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16	\$360.19	\$0.00	\$360.19
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$399.51	\$0.00	\$399.51
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$467.11	\$0.00	\$467.11
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$1,582.82	\$0.00	\$1,582.82
Annual Payment 4	50448	AXON INTERVIEW - EXT WARRANTY	1	\$213.52	\$0.00	\$213.52
Annual Payment 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	\$0.00	\$0.00	\$0.00
Annual Payment 4	73681	AXON RECORDS	62	\$2,635.66	\$0.00	\$2,635.66
Annual Payment 4	B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	\$24,667.59	\$0.00	\$24,667.59
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$20,003.36	\$0.00	\$20,003.36
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$19,234.27	\$0.00	\$19,234.27
Annual Payment 4	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	\$193,793.70	\$0.00	\$193,793.70
Annual Payment 4	ProLicense	Pro License Bundle	6	\$3,654.17	\$0.00	\$3,654.17
Total				\$299,268.29	\$0.00	\$299,268.29

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records Install Year 4	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	49	\$0.00	\$0.00	\$0.00
Records Install Year 4	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	6	\$0.00	\$0.00	\$0.00
Records Install Year 4	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$7,500.00	\$0.00	\$7,500.00
Records Install Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	37	\$0.00	\$0.00	\$0.00
Records Install Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$0.00	\$0.00	\$0.00
Records Install Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$0.00	\$0.00	\$0.00
Records Install Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$0.00	\$0.00	\$0.00
Records Install Year 4	50448	AXON INTERVIEW - EXT WARRANTY	1	\$0.00	\$0.00	\$0.00
Records Install Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 4	73680	AXON RESPOND PLUS - LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	76	\$0.00	\$0.00	\$0.00
Records Install Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	48	\$0.00	\$0.00	\$0.00
Records Install Year 4	73739	AXON PERFORMANCE - LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	11	\$0.00	\$0.00	\$0.00
Records Install Year 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	43	\$0.00	\$0.00	\$0.00
Records Install Year 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Records Install Year 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	\$0.00	\$0.00	\$0.00
Records Install Year 4	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	18	\$0.00	\$0.00	\$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records Install Year 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$0.00	\$0.00	\$0.00
Records Install Year 4	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	16	\$0.00	\$0.00	\$0.00
Records Install Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	\$0.00	\$0.00	\$0.00
Records Install Year 4	80402	AXON RESPOND - LICENSE - FLEET 3	16	\$0.00	\$0.00	\$0.00
Records Install Year 4	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	32	\$0.00	\$0.00	\$0.00
Records Install Year 4	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	16	\$0.00	\$0.00	\$0.00
Records Install Year 4	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$78,120.00	\$0.00	\$78,120.00
Total				\$85,620.00	\$0.00	\$85,620.00

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$264.23	\$0.00	\$264.23
Annual Payment 5	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,268.28	\$0.00	\$1,268.28
Annual Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	\$28,922.92	\$0.00	\$28,922.92
Annual Payment 5	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16	\$1,800.96	\$0.00	\$1,800.96
Annual Payment 5	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16	\$360.19	\$0.00	\$360.19
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$399.51	\$0.00	\$399.51
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$467.11	\$0.00	\$467.11
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$1,582.82	\$0.00	\$1,582.82
Annual Payment 5	50448	AXON INTERVIEW - EXT WARRANTY	1	\$213.52	\$0.00	\$213.52
Annual Payment 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	\$0.00	\$0.00	\$0.00
Annual Payment 5	73681	AXON RECORDS	62	\$2,635.66	\$0.00	\$2,635.66
Annual Payment 5	B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	\$24,667.59	\$0.00	\$24,667.59
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$20,003.36	\$0.00	\$20,003.36
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$19,234.27	\$0.00	\$19,234.27
Annual Payment 5	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	\$193,793.70	\$0.00	\$193,793.70
Annual Payment 5	ProLicense	Pro License Bundle	6	\$3,654.17	\$0.00	\$3,654.17
Total				\$299,268.29	\$0.00	\$299,268.29

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records Install Year 5	100942	AXON BODY 4 - EXT WARRANTY - CAMERA	49	\$0.00	\$0.00	\$0.00
Records Install Year 5	100943	AXON BODY 4 - EXT WARRANTY - EIGHT BAY DOCK	6	\$0.00	\$0.00	\$0.00
Records Install Year 5	101161	AXON - REGIONAL SWS TECHNICAL ACCOUNT MANAGER	1	\$7,500.00	\$0.00	\$7,500.00
Records Install Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	37	\$0.00	\$0.00	\$0.00
Records Install Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$0.00	\$0.00	\$0.00
Records Install Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$0.00	\$0.00	\$0.00
Records Install Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$0.00	\$0.00	\$0.00
Records Install Year 5	50448	AXON INTERVIEW - EXT WARRANTY	1	\$0.00	\$0.00	\$0.00
Records Install Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 5	73680	AXON RESPOND PLUS - LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	76	\$0.00	\$0.00	\$0.00
Records Install Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	48	\$0.00	\$0.00	\$0.00
Records Install Year 5	73739	AXON PERFORMANCE - LICENSE	48	\$0.00	\$0.00	\$0.00
Records Install Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	11	\$0.00	\$0.00	\$0.00
Records Install Year 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	43	\$0.00	\$0.00	\$0.00
Records Install Year 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Records Install Year 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	\$0.00	\$0.00	\$0.00
Records Install Year 5	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	18	\$0.00	\$0.00	\$0.00
Records Install Year 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	\$0.00	\$0.00	\$0.00

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records Install Year 5	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	16	\$0.00	\$0.00	\$0.00
Records Install Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	\$0.00	\$0.00	\$0.00
Records Install Year 5	80402	AXON RESPOND - LICENSE - FLEET 3	16	\$0.00	\$0.00	\$0.00
Records Install Year 5	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	32	\$0.00	\$0.00	\$0.00
Records Install Year 5	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	16	\$0.00	\$0.00	\$0.00
Records Install Year 5	85157	AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT	1	\$78,120.00	\$0.00	\$78,120.00
Total				\$85,620.00	\$0.00	\$85,620.00

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$264.23	\$0.00	\$264.23
Annual Payment 6	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,268.28	\$0.00	\$1,268.28
Annual Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	\$28,922.92	\$0.00	\$28,922.92
Annual Payment 6	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16	\$1,800.96	\$0.00	\$1,800.96
Annual Payment 6	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16	\$360.19	\$0.00	\$360.19
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$399.51	\$0.00	\$399.51
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$467.11	\$0.00	\$467.11
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$1,582.82	\$0.00	\$1,582.82
Annual Payment 6	50448	AXON INTERVIEW - EXT WARRANTY	1	\$213.52	\$0.00	\$213.52
Annual Payment 6	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	\$0.00	\$0.00	\$0.00
Annual Payment 6	73681	AXON RECORDS	62	\$2,635.66	\$0.00	\$2,635.66
Annual Payment 6	B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	\$24,667.59	\$0.00	\$24,667.59
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$20,003.36	\$0.00	\$20,003.36
Annual Payment 6	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$19,234.27	\$0.00	\$19,234.27
Annual Payment 6	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	\$193,793.70	\$0.00	\$193,793.70
Annual Payment 6	ProLicense	Pro License Bundle	6	\$3,654.17	\$0.00	\$3,654.17
Total				\$299,268.29	\$0.00	\$299,268.29

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$264.23	\$0.00	\$264.23
Annual Payment 7	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,268.28	\$0.00	\$1,268.28
Annual Payment 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	\$28,922.92	\$0.00	\$28,922.92
Annual Payment 7	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16	\$1,800.96	\$0.00	\$1,800.96
Annual Payment 7	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16	\$360.19	\$0.00	\$360.19
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$399.51	\$0.00	\$399.51
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$467.11	\$0.00	\$467.11
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$1,582.82	\$0.00	\$1,582.82
Annual Payment 7	50448	AXON INTERVIEW - EXT WARRANTY	1	\$213.52	\$0.00	\$213.52
Annual Payment 7	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	\$0.00	\$0.00	\$0.00
Annual Payment 7	73681	AXON RECORDS	62	\$2,635.66	\$0.00	\$2,635.66
Annual Payment 7	B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	\$24,667.59	\$0.00	\$24,667.59
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$20,003.36	\$0.00	\$20,003.36
Annual Payment 7	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$19,234.27	\$0.00	\$19,234.27
Annual Payment 7	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	\$193,793.70	\$0.00	\$193,793.70
Annual Payment 7	ProLicense	Pro License Bundle	6	\$3,654.17	\$0.00	\$3,654.17
Total				\$299,268.29	\$0.00	\$299,268.29

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$264.23	\$0.00	\$264.23
Annual Payment 8	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,268.28	\$0.00	\$1,268.28
Annual Payment 8	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	\$28,922.92	\$0.00	\$28,922.92
Annual Payment 8	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16	\$1,800.96	\$0.00	\$1,800.96
Annual Payment 8	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16	\$360.19	\$0.00	\$360.19
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$399.51	\$0.00	\$399.51
Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$467.11	\$0.00	\$467.11
Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$1,582.82	\$0.00	\$1,582.82
Annual Payment 8	50448	AXON INTERVIEW - EXT WARRANTY	1	\$213.52	\$0.00	\$213.52
Annual Payment 8	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	\$0.00	\$0.00	\$0.00
Annual Payment 8	73681	AXON RECORDS	62	\$2,635.66	\$0.00	\$2,635.66
Annual Payment 8	B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	\$24,667.59	\$0.00	\$24,667.59
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$20,003.36	\$0.00	\$20,003.36
Annual Payment 8	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$19,234.27	\$0.00	\$19,234.27
Annual Payment 8	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	\$193,793.70	\$0.00	\$193,793.70
Annual Payment 8	ProLicense	Pro License Bundle	6	\$3,654.17	\$0.00	\$3,654.17
Total				\$299,268.29	\$0.00	\$299,268.29

Jan 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$264.23	\$0.00	\$264.23
Annual Payment 9	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,268.28	\$0.00	\$1,268.28
Annual Payment 9	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	\$28,922.92	\$0.00	\$28,922.92
Annual Payment 9	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16	\$1,800.96	\$0.00	\$1,800.96
Annual Payment 9	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16	\$360.19	\$0.00	\$360.19
Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$399.51	\$0.00	\$399.51
Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$467.11	\$0.00	\$467.11
Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$1,582.82	\$0.00	\$1,582.82
Annual Payment 9	50448	AXON INTERVIEW - EXT WARRANTY	1	\$213.52	\$0.00	\$213.52
Annual Payment 9	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	\$0.00	\$0.00	\$0.00
Annual Payment 9	73681	AXON RECORDS	62	\$2,635.66	\$0.00	\$2,635.66
Annual Payment 9	B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	\$24,667.59	\$0.00	\$24,667.59
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$20,003.36	\$0.00	\$20,003.36
Annual Payment 9	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$19,234.27	\$0.00	\$19,234.27
Annual Payment 9	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	\$193,793.70	\$0.00	\$193,793.70
Annual Payment 9	ProLicense	Pro License Bundle	6	\$3,654.17	\$0.00	\$3,654.17
Total				\$299,268.29	\$0.00	\$299,268.29

Jan 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$264.23	\$0.00	\$264.23
Annual Payment 10	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,268.28	\$0.00	\$1,268.28
Annual Payment 10	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	48	\$28,922.92	\$0.00	\$28,922.92
Annual Payment 10	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	16	\$1,800.96	\$0.00	\$1,800.96
Annual Payment 10	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	16	\$360.19	\$0.00	\$360.19
Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$399.51	\$0.00	\$399.51
Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	1	\$467.11	\$0.00	\$467.11
Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	\$1,582.82	\$0.00	\$1,582.82
Annual Payment 10	50448	AXON INTERVIEW - EXT WARRANTY	1	\$213.52	\$0.00	\$213.52
Annual Payment 10	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	16	\$0.00	\$0.00	\$0.00
Annual Payment 10	73681	AXON RECORDS	62	\$2,635.66	\$0.00	\$2,635.66

Jan 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	B00025	BUNDLE - UNLIMITED PREMIUM 10YR	6	\$24,667.59	\$0.00	\$24,667.59
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$20,003.36	\$0.00	\$20,003.36
Annual Payment 10	Fleet3ARe	Fleet 3 Advanced Renewal	16	\$19,234.27	\$0.00	\$19,234.27
Annual Payment 10	M00015	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM 10YR	42	\$193,793.70	\$0.00	\$193,793.70
Annual Payment 10	ProLicense	Pro License Bundle	6	\$3,654.17	\$0.00	\$3,654.17
Total				\$299,268.29	\$0.00	\$299,268.29

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contracts originated via Quotes: Q-358711, Q-421160, Q-474799, and Q-519259.

Agency is terminating those contracts effective 9/1/2024. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree Axon is applying a Net Transfer Debit of \$140,093.78

Any credits contained in this quote are contingent upon Agency payment of any outstanding invoices including but not limited to INV-248651 and INV-248652 (invoiced 1/1/2024).

Signature

Date Signed

6/28/2024





STATEMENT OF WORK
FOR THE
IMPLEMENTATION OF
AXON RECORDS AND
STANDARDS FOR OAK
BROOK PD ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85th Street

Scottsdale, AZ 85255



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1. PROJECT OVERVIEW

This document serves as an overview of the Axon Records project. Axon Records and Axon Standards are cloud-native software solutions provided as a SaaS subscription.

1. SOFTWARE

The software detailed in this SOW includes, but is not limited to, the listed functionality:

AXON RECORDS	▶ Attachments ▶ Audit Trail ▶ Axon DataStore ▶ Case Management ▶ Configurable Forms and Fields ▶ Crimes, Productivity, and Cases Analytics ▶ Distribution Management ▶ Employee Management ▶ Expungement ▶ Field Interviews ▶ Incident Reporting ▶ Master Address Index ▶ Master Index Alerts ▶ Master Location Index ▶ Master Name Index	▶ Master Vehicle Index ▶ IL NIBRS State Reporting ▶ Physical Property & Evidence Entry ▶ Print Auditing ▶ Records Requests ▶ Redaction ▶ Restrictions ▶ Sealing ▶ Search ▶ Supplements ▶ User permission Management ▶ Warrants ▶ Bookings ▶ Permits
AXON STANDARDS	▶ Attachments ▶ Citizen Compliant ▶ Configurable Forms and Fields ▶ Early Intervention (EIS) ▶ Early Intervention (EIS) Analytics ▶ Internal Affairs Investigative Case Management	▶ Internal Compliant ▶ Redactions ▶ Restrictions ▶ Use of Force ▶ Use of Force Analytics ▶ Vehicle Collision ▶ Vehicle Pursuit



2. DEFINITIONS

TERM		DEFINITION
PARTIES		
Agency		Oak Brook PD who is identified within this SOW
End-Users		Specific agency groups using the system
Professional Services		The services that Axon provides within the scope of this SOW
SYSTEMS		
Axon Systems		Software solutions and agency-specific integrations developed by Axon
CJIS		The Federal Bureau of Investigation's criminal justice information system
MDC		Mobile data computer – a device associated within a vehicle or other mobile unit
NIBRS		National Incident-Based Reporting System
DataStore		The database Axon provides allowing the agency to query data
Product		The software solution being implemented as part of this SOW
Production Environment		The operational environment where the product is accessed
Training Environment		The pre-production environment where all Axon-specific development, configuration, FAT, UAT, and training take place
Service Portal		An online portal provided by Axon where issues identified are entered and triaged
PROJECT & MILESTONES		
Project		Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)		Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone		Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report		The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases
Requirements Phase		Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides.
Configuration Phase		Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms are also configured during this phase.
Sprint		A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered.



Sprint Review	Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for FAT and UAT.
Go-Live	End-users are activated, and the agency is actively using the product
Cutover	Successful implementation of interfaces, data conversion, and NIBRS state and federal certification
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in Attachment C
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing (FAT)	Testing the functionality of the system as configured for the agency
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
User Acceptance Testing (UAT)	Testing the functionality of the system as configured for the agency from an end-user's perspective

3. OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:

- ▶ Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- ▶ Changes made by the agency or the agency's vendors after the Interface Requirements Documentation has been accepted
- ▶ Third-party products and services costs related to the vendors or agency's side of the integration
- ▶ Changes made by the agency after configuration is complete



2. PROFESSIONAL SERVICES

2.1 GENERAL

The agency provides a master charge table that Axon loads. Axon provides the appropriate structure to the agency.

2.2 REPORTING AND DATASTORE

- ▶ Axon configures and make available to the agency a read-only MS SQL DataStore containing all field and form data from the Axon Suite that allows the agency to utilize available data for reporting and analytical purposes.
- ▶ Axon provides the agency with a data dictionary and/or other appropriate documentation.
- ▶ Axon provides the following analytics reports as part of the Records system: Crimes, Productivity, and Cases
- ▶ Axon provides the following analytics reports as part of the Standards system: Use of Force, Early Intervention (EIS)
- ▶ If Axon provides reports for specific purposes as indicated, it is the responsibility of the agency to maintain them after Go-Live.

2.3 READINESS

- ▶ Axon works in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager work closely together to plan and execute readiness scenarios.
- ▶ Axon conducts functional acceptance testing via use cases approved by Axon and the agency.
- ▶ All issues discovered during and after training are entered into the service portal for triage and follow-up.

2.4 TRAINING

Axon works with the agency to identify the agency trainers receiving instruction on the Axon Records, Standards, and/or Dispatch products. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training.



FORMAT

Axon provides the agency with all the necessary training materials and digital assets to facilitate any of the training formats listed below. Training sessions are conducted in an environment containing necessary configurations, forms, and workflows. Any additional training beyond the selected method is subject to adjustments in pricing. Contact your sales representative for more information.

It is the responsibility of the agency to deliver and update the training materials to include agency policies and procedures.

TRAIN THE TRAINER

Axon trains the agency's recommended users (no more than 15 users per session depending on the size of the agency) in full system functionality. This is typically the agency's trainers, or training academy/FTO staff. The agency's trainers are responsible for training all agency end users. Axon provides all training materials for successful training and assists the agency's trainers in creating the course and training schedule.

SCHEDULE:

The training plan contains an agreed-upon schedule that makes efficient use of time and resources to avoid undue staffing impacts on the agency. Training sessions occur after the User Acceptance Testing has been successfully completed and documented.

- ▶ Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Friday) during normal business hours (9am-6pm with an hour break in between sessions).
- ▶ Training sessions required past the agreed-upon schedule in the training plan, regardless of delivery method, are the responsibility of the agency, unless agreed upon previously by the project team and training team management.

2.5 GO-LIVE

Axon works in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.



3 INTERFACES

The agency tasks related to interface setup start immediately after project kick-off. It is critical for the agency interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

The agency must provide any relevant technical documentation per interface to Axon.

The agency facilitates any necessary meetings with all third-party system vendors where integration is required.

Axon provides any relevant Axon API documentation to the agency.

Axon conducts integration acceptance testing demonstrating the functionality of each integration to the agency.

The agency must notify Axon of any changes to the agency's side of the integration that are beyond Axon's control and may impact the integration.

3.1 AGENCY INTERFACES

- 3.1.1 **Records | DACRA | Citation:** Axon will import citation data from the DACRA system into Axon Records. The data will be imported into a pre-built and delivered standalone form in Axon Records, and the Citation standalone form will automatically finalize upon import. The Citation data ingested from the 3rd party product will include only that data visible within the Citation standalone form and will include an Attachment (.PDF) copy of the finalized version of the 3rd Party Citation (when available from the vendor). During ingestion, data will be matched or ingested as new into the master name and master vehicle index for easy search and later use on other Incident reports. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.
- 3.1.2 **Records | Hexagon | Call For Service:** Axon will import Call For Service (CFS) information from the Hexagon CAD system. Ingested CFS data will be used to automatically create a shell Incident Report (TASK) in Axon Records, assigned to the responding/primary officer from the CAD CFS Event. This integration may (depending on CAD Vendor technologies) pull in related NCIC inquiry returns if attached/incorporated within the CFS Event Data, into the CFS Side Panel within the Axon Records Incident Report.



Additional customization and workflows may be added to ingest CFS Data and will be specified in Interface Requirement Documentation after Agency Discovery sessions. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

- 3.1.3 **Records | Porter Lee BEAST | Property and Evidence:** Axon will export Property and Evidence data to Porter Lee BEAST Property and Evidence management platform, eliminating the need for duplicate entry into two systems. The data exported may include: property item details (type, brand, manufacturer, serial #, qty, value, color, make, model, barrel, etc), associated persons, locations of collection/recovery, photos, and related offenses/charges. Specific data points, cadence and export triggers, along with method of transfer, will be determined during the Requirements Phase of the project.
- 3.1.4 **Records | LexisNexis | Collision:** Axon will import collision data from the LexisNexis system into Axon Records. The data will be imported into a pre-built and delivered standalone form in Axon Records, and the Collision standalone form will automatically finalize upon import. The Collision data ingested from the 3rd party product will include only that data visible within the Collision standalone form and will include an Attachment (.PDF) copy of the finalized version of the 3rd Party Collision Report (when available from the vendor). During ingestion, data will be matched or ingested as new into the master name and master vehicle index for easy search and later use on other Incident reports. Specific data points, cadence and import triggers, along with method of transfer, will be determined during the Requirements Phase of the project.

3.2 GO-LIVE CONTINGENCY

The agency may Go-Live before interfaces are complete. This does not relieve Axon from completing the interfaces, but the agency is charged upon using the software.



4 DATA CONVERSION

Axon implements a structured methodology for converting data from the agency's legacy system to the product. The agency is responsible for providing Axon with extracted data in a format that can be used by Axon for import. The preferred method for delivering legacy data to Axon is by using the Microsoft Data Migration Assistant. The next best method is for the agency to send the data in .bacpac file format to Axon. If neither method is available, a direct query through the Microsoft Self Hosted Integration Runtime (SHIRt) can be used.

Axon queries the data to identify completeness, missing values, and other measures of data integrity across records and provides the agency with detailed findings. The agency may or may not elect to process the data further to address completeness or may have Axon move forward with the conversion process.

The data and operational expertise of the agency's staff are necessary for questions that arise. Thus, it is critical that a member of the agency's team be available to support the data conversion portion of the project.

This process is considered complete once the last set of data has been converted and available within the product and the agency has confirmed validation of the converted data. Axon does not provide ongoing maintenance of the converted data.

4.1 DESCRIPTION OF ROLES AND RESPONSIBILITIES BETWEEN THE AGENCY AND AXON:

The agency should be prepared to:



- ▶ Provide a subject-matter expert (SME) and provide availability for consultation throughout the project.
- ▶ Facilitate meetings with all third-party system vendors where data conversion is necessary, as required by Axon.
- ▶ Extract and provide the data to Axon in an agreed-upon format.
- ▶ Address data quality by the agency prior to provisioning to Axon.
- ▶ Minimize the amount of business logic and file processing prior to conversion where possible.
- ▶ Provide a data dictionary to define all elements of the legacy data.
- ▶ Provide an entity relationship diagram of the legacy database, if available.
- ▶ Collaborate with Axon to map the data from the legacy data structures and formats into the product.
- ▶ Data conversion and data conversion reviews are critical to success. Throughout the data conversion, requirements planning, and review process, the agency project team and Axon data conversion project resource work closely together to ensure success.

4.2 AGENCY DATA CONVERSIONS

- 2.2.1 **Hexagon | Records Data Conversion:** Axon will convert all Incidents, Cases, Supplements, and Physical Property & Evidence from **Hexagon** to Axon Records.

The conversion process imports master index records as part of the incidents, supplements, or use of force reports that are being converted into the Axon system.

4.3 LEGACY SOFTWARE UPDATES

During the data conversion process, Axon builds rules to govern the mapping of data from your legacy database into the Axon Records and Axon Standards databases. If your legacy vendor changes your legacy database structure during the data conversion project, the accuracy of the data conversion could be compromised.



4.4 GO-LIVE CONTINGENCY

The agency may Go-Live before the data conversion is complete. This does not relieve Axon from completing the data conversion, but the agency is charged upon using the software.



5 THIRD-PARTY PRODUCTS AND SERVICES

To deliver a complete solution to the agency, Axon employs third-party products and services providers.

Axon is responsible for the management of third parties identified within Attachment C for the purposes of this project. All communications between those third parties, the agency, and Axon is managed by Axon including any supporting requirements, integration acceptance testing, functional acceptance testing, or the processing of PCO or MCR documentation.

The following third-party products and services are included within the scope of this SOW:

5.1 MICROSOFT SELF HOSTED INTEGRATION RUNTIME (“SHIRT”)

- ▶ Included within this project is software that allows integrations within the agency’s local environment to communicate with Axon’s cloud hosted environment.
- ▶ The agency agrees to provide a CJIS server and operating environment for hosting the Self Hosted Integration Runtime. The minimum technical requirements are:
 - Windows 8.1, 10, 11 or Server 2012, 2012 R2, 2016, 2019, 2022
 - 64-bit Operating System with .NET Framework 4.7.2 or above
 - 2 GHz, 4 core CPU, 8 GB Memory and 80 GB disk
 - A VM installed on a CJIS server will also suffice. It does not need to be a standalone, dedicated CJIS server.

5.2 GIS

Axon incorporates a multi-tenant, Axon-hosted ArcGIS Enterprise instance for certain GIS functions along with our existing ArcGIS Online solution. This new infrastructure meets our customers’ stringent requirements for high availability GIS data in mission-critical uses.

5.3.1 GIS TERMINOLOGY

Feature Layer: A single map layer that can be created from a [Map Service](#) or [Feature Service](#), ArcGIS Online or ArcGIS Enterprise portal items, or from an array of client-side features. The layer can be either a spatial (has geographic features) or non-spatial (table).



GIS FUNCTIONS	ARCHITECTURE	RATIONALE
VECTOR TILE MAPS	ArcGIS Online (Uses Axon-hosted as backup)	ArcGIS Online's AWS CloudFront architecture is fast and reliable
SATELLITE IMAGERY	ArcGIS Online	ArcGIS Online's AWS CloudFront architecture is fast and reliable
ROUTING SERVICE	Axon ArcGIS Enterprise	Axon routing service has higher availability and offers an SLA
ADDRESS SUGGESTION SERVICE	Axon ArcGIS Enterprise	Axon routing service has lower latency, higher availability, and offers an SLA
GEOLOCATION SERVICES	Axon ArcGIS Enterprise	Axon routing service has lower latency, higher availability, and offers an SLA
CUSTOMER FEATURE LAYERS	Axon's ArcGIS Online account	For customers without ArcGIS Online account, customer provides layer files to Axon, and Axon hosts in Axon's ArcGIS Online account, and owns and manages layer URL
	Customer ArcGIS Online account	Customer hosts (and controls) layer content in their own ArcGIS Online account, and provides layer URL and an Access Key to Axon
	Axon ArcGIS Enterprise (not supported yet)	Customers provides layer files to Axon, and Axon hosts layers in Axon's ArcGIS Enterprise deployment, and owns and manages layer URLs. Axon validates that the feature layer is safe to publish and optimized. See the guide on this feature for more details.
	Customer web server (not supported yet)	Customer hosts (and controls) layer content on their own web server, provides layer URL to Axon. Axon monitors customer web server to assess availability and make recommendation to customer about its suitability for hosting layers in mission critical applications like CAD and RMS.



Geocoding: Also called address geocoding, this is the process of taking a text-based description of a location, such as an address or the name of a place, and returning geographic coordinates, frequently latitude/longitude pair, to identify a location on the Earth's surface.

Reverse Geocoding: A process that converts geographic coordinates to a description of a location, usually the name of a place or an addressable location. Geocoding relies on a computer representation of address points, the street / road network, together with postal and administrative boundaries.

Routing: Routing services allow you to perform several types of spatial analysis on transportation networks, such as finding the best route across a city, finding the closest emergency vehicle or facility, identifying a service area around a location, or servicing a set of orders with a fleet of vehicles.

Basemaps: Serves as a reference map on which you overlay data from layers and visualize geographic information. An individual basemap can be made of multiple feature, raster, or web layers.

Geocoder: A web service which provides geocoding information. Customers can define their own and expose them as APIs.



5.3.2 AXON GIS COMPONENTS AND ARCHITECTURE

The ArcGIS Online service does not offer an SLA for many of their components. Because ArcGIS Online does not offer an SLA, Axon cannot ensure consistent performance if an agency opts to use ArcGIS Online for any of its GIS services.

The exception to this is the ArcGIS Online Map Tiles and Satellite Imagery, which are static assets hosted on reliable modern Content Delivery Networks (CDN) by ESRI. By leveraging their CDN-hosted assets, map render time and performance are dramatically improved. However, in the unlikely event that ArcGIS Online map tiles become unavailable, Axon has the ability to switch to a backup copy running on Axon's servers. Due to the massive size of satellite imagery, Axon currently does not offer a backup copy of the satellite imagery at this time but may consider this for future requests.

When accessing Map Tiles and Satellite Imagery, no customer data (such as addresses or GPS coordinates) are sent to 3rd party services.

5.3.3 GIS REQUEST FLOW

For Axon to host your feature layers in our ArcGIS Online account, we require two key items:

A complete set of layer configuration files for each layer as enumerated below, with all files for all layers bundled into a single .zip file

The numbered list describing the stacking order in which the layers should be applied when selected by end users file requirements for Layer Configuration

Agencies requiring Axon to host their feature layers must send layer files to their Axon representative in a single .zip file with optional internal folder structure. For each layer, agencies should include files as follows:

5.3.4 GIS REQUIRED LAYERS

Shapefile (.shp extension) to represent spatial vector data, including points, lines, and polygons in a map

Index File (.shx extension) to represent shape index position

dBASE File (.dbf extension) to store attribute data and object IDs

5.3.5 GIS OPTIONAL LAYERS

Projection File (.prj extension) to specify the metadata associated with the shapefiles coordinate and projection system



XML Metadata File (.xml extension) to represent the metadata associated with the shapefile

Spatial Index File (.sbn extension) to optimize and speed up spatial queries, used with .sbx files

Spatial Index File (.sbx extension) to optimize and speed up spatial queries, used with .sbn files

Code Page File (.cpg extension) to describe the encoding applied to create the shapefile

5.3.6 GIS LAYER EXAMPLES

	HighwayExits.cpg	5 bytes	TextEdit
	HighwayExits.dbf	77 KB	TextEdit
	HighwayExits.prj	567 bytes	Document
	HighwayExits.sbn	2 KB	Document
	HighwayExits.sbx	204 bytes	Document
	HighwayExits.shp	5 KB	ESRI S...cument
	HighwayExits.shp.xml	12 KB	XML
	HighwayExits.shx	2 KB	Document



6 NIBRS CERTIFICATION

Axon works in partnership with the agency to complete the NIBRS certification process with the state. Axon trains appropriate personnel within the agency to perform corrective action to Incident Reports, and ensure representative data is captured in alignment with NIBRS reporting standards.

The NIBRS certification process includes:

Training agency personnel on the processing and critical review stages of all generated incident reports to ensure required NIBRS reporting compliance data is captured

Training agency personnel to perform periodic checking and submission preparation audit of the incidents which contain NIBRS reporting data

Training agency personnel to conduct a monthly NIBRS export report of the incidents to the state in the manner determined by the state

Working with the agency to update codes, statutes, entity relationships, and any unmatched data the state rejects as part of the NIBRS test submission process through certification

6.1 CUTOVER

Axon works in partnership with the agency to build, coordinate, and execute a cutover plan to ensure successful implementation of interfaces, data conversion, and NIBRS state and federal certification. Some of these cutover events happen in parallel with the system implementation process, and Axon coordinates with the agency to determine the timing requirements for each cutover.

6.2 GO-LIVE CONTINGENCY

The agency may Go-Live before NIBRS certification is complete. This does not relieve Axon from completing the NIBRS certification, but the agency is charged upon using the software.



7 PROJECT MANAGEMENT

7.1 MANAGEMENT RESOURCES

7.1.1 Axon Team

- ▶ **Executive Sponsor:** An Axon executive overseeing the implementation process and communicating progress to Axon Leadership.
- ▶ **Program Manager:** The dedicated point of contact and person responsible for successful deployment.
- ▶ **Business Analyst:** One of the main executors of the agency's and PM's deployment plan. Holds responsibility for ensuring the project accounts for all specific data elements, and that internal systems are set up and maintained throughout deployment.
- ▶ **Solution Architect:** the technical lead on the project. Holds responsibility for the development and execution of technical initiatives affecting other teams.
- ▶ **Customer Success Manager:** Holds responsibility for post-implementation and ongoing support.
- ▶ **Training Specialist:** Provides training to the agency on the applications being deployed.

7.1.2 Agency Team

- ▶ **Executive Sponsor:** This role is a career police department leadership role with deep understanding of the agency. Business sponsor responsible for the success of the project.
- ▶ **Project Manager:** This role requires experience managing enterprise cloud-based software project delivery experience and strong foundational technical experience.
- ▶ **Integrations Manager:** This role requires strong foundational experience in technology solutions and application integration. This role also requires fluency in all agency project-relevant data sources, application integrations, and existing custom-developed applications, queries, and reports.
- ▶ **IT Administrator:** This role requires strong foundational experience in systems administration and network management, fluency in all agency network-related processes, sequence and timing of recurring process jobs, reconciliation, etc. This role also requires fluency in the overlap, vulnerabilities, and disaster recovery protocols associated with agency IT infrastructure.



- ▶ **Records Supervisor:** This role provides strong foundational experience in records management, agency policies, compliance activity, and standard operating procedures. This role also provides fluency in all processes associated with close activity, special processes, and queries to manage bulk actions, as well as a detailed understanding of data elements that support special compliance obligations.
- ▶ **Patrol Lead:** This role requires strong foundational experience in field policies related to data collection, records initiation, and categorization of the numerous forms of citizen interaction. This role also requires fluency in the policies associated with records creation, supplements, amendments, checkpoints, routing, case management, and determination of records outcomes.
- ▶ **Reporting Analyst/Lead:** This role requires strong foundational experience in ad-hoc, daily, weekly, and monthly reporting policies and compliance across local, state, and federal entities. This role also requires fluency in all agency reporting processes, including queries, scripts, and custom applications utilized for all bulk processing to support reporting requirements.

7.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager works with the agency's project manager to develop a project plan for Axon's implementation.

7.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. All PCO forms must be approved and signed by the agency authority ([Attachment B](#)).

The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.



7.4 PROJECT METHODOLOGY

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

7.5 MILESTONE COMPLETION REPORT (MCR)

Axon submits an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report included ([Attachment A](#)).

Upon receiving an MCR, the agency has 14 calendar days to approve the milestone completion. If the agency has issues related to the milestone completion, the expectation is that the agency responds in writing to Axon with any issues related to the MCR within the 14 calendar-day window.

For the Go-Live MCR, the agency's acceptance of this MCR is not contingent upon any other agency's acceptance.



8 AGENCY COMMITMENTS

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays, or major events that may impact the project.
- ▶ Ensure agency desktop, mobile systems, and devices can access the product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- ▶ Provide Axon with remote access to the agency's Axon Evidence account when required.
- ▶ The agency agrees to pay for licenses upon completion of Go-Live.



9 SUPPORT

- ▶ Axon provides on-site Go-Live support the week the agency begins using the software.
- ▶ Axon provides ongoing support for active interfaces and NIBRS troubleshooting.
- ▶ Axon provides updates and enhancements to the product, which the agency automatically receives. Some features require you to notify support, so please review our monthly release notes.
- ▶ Axon provides 1 Regional Technical Account Manager to provide regional technical support to the agency for 1 year(s). See [Attachment C](#) for more information.
- ▶ Axon provides the agency's end users with access to the help.axon.com support portal for self-service support.
- ▶ Following final acceptance, the agency utilizes Axon support via my.axon.com and the support portal for any further modifications to the product.
- ▶ For urgent technical support assistance, the agency may contact a technical support representative at 800-978-2737. Phone support is available 24/7.



10 TERMS AND CONDITIONS

This SOW is governed by the master services and purchasing agreement executed by the parties:

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Agency Name: _____



ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Oak Brook PD. Acceptance of the Go-Live MCR is not contingent upon any other agency also accepting the Go-Live MCR:

- ☐ Project kick-off
- ☐ Requirements completion
- ☐ Functional review and completion of configuration
- ☐ User acceptance testing
- ☐ Integrations completion
- ☐ Data conversions completion
- ☐ NIBRS state and federal certification
- ☐ Completion of agency training
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on: _____ day of _____, 20__

Signature: _____

Signature Date: _____

Printed name: _____

Title: _____

Email: _____

Agency Name: _____



ATTACHMENT B – PROJECT CHANGE ORDER

Date: _____	
Description of change to Axon product or service: 	
Justification for change: 	
Effects on schedule: _____	
Effect on project pricing (attach quote for reduction or increase in costs): 	
AXON ENTERPRISE, INC. Signature: _____ Name: _____ Title: _____ Date: _____	AGENCY Signature: _____ Name: _____ Title: _____ Date: _____ Agency Name: _____



ATTACHMENT C – AXON TECHNICAL ACCOUNT MANAGER

AXON REGIONAL TAM RESPONSIBILITIES

- ▶ **Axon Technical Account Manager (TAM) Payment:** Axon invoices for Axon TAM services as outlined in the quote when the TAM commences work with the agency.
- ▶ **TAM Scope of Services:**
 - ▶ The TAM manages the agency's technical support primarily remotely with routine onsite visits of up to three (3) days per month.
 - ▶ The TAM is a shared resource among several agencies, and cannot exceed 25% capacity for each agency.
 - ▶ The TAM is employed by Axon and adheres to all Axon policies and procedures.
 - ▶ In the event there is a need to replace the TAM, Axon coordinates with the agency to outline timing and interim coverage.
 - ▶ The TAM completes CJIS background clearance process to facilitate access controls.
 - ▶ The agency's Axon support team works with the agency to define its support needs and ensures these needs fall within the scope of a shared TAM resource. There may be up to a three (3) month waiting period before the TAM can begin supporting the agency due to hiring and onboarding needs.

The shared TAM professional services can include, but is not limited to the following:

ONGOING SYSTEM UPDATES AND CONFIGURATIONS	▶ Manage software releases. ▶ Agencies will gain access to monthly release webinars that are hosted by a shared TAM resource.
ACCOUNT MAINTENANCE	▶ Outage communications and follow-up ▶ After action report (ARR) reviews ▶ Conduct monthly executive reviews with agency and Axon regarding DRS products
DIRECT SUPPORT	▶ Remote Troubleshooting ▶ Troubleshoot agency issues in via phone or video conferencing.



	▶ Gather product questions and feedback from users. ▶ Triaging and overseeing MyAxon cases. ▶ Conduct MyAxon case review meetings. ▶ Directly engage with software support engineers, data analyst, and NIBRS specialists/NIBRS support engineer ▶ Prioritize feature requests/enhancements. ▶ Coordinate with software support engineers
AGENCY ADVOCACY	▶ Liaison between the agency and Axon ▶ Helps drive pre-Go-Live deliverables to completion. ▶ Representative for the agency when participating in internal customer triage meetings/planning sessions
SUBJECT MATTER EXPERTISE	▶ Serves as an agency subject matter expert on DRS products for the following: ▶ Troubleshoot and assist with reported issues. ▶ Bridge knowledge gaps for agency personnel on new functions ▶ Work with the agency to understand product adoption and workflow change needs. ▶ Help agency personnel to become subject matter experts in their respective areas (records, investigations, patrol, crime analysis, property & evidence, etc.) ▶ Work with agency on any post-Go-Live needs for DataStore or form builder



ITEM 8.A.2.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Agreement Amendment - Collection and Disposal of Single Family Residential Waste

FROM: Greg Summers, Village Manager

BUDGET SOURCE/BUDGET IMPACT: N/A, All Cost Associated with the Program are Direct Billed to the Consumer

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2218 "A Resolution Approving and Authorizing the Execution of the First Amendment to the Agreement Providing for the Collection and Disposal of Single Family Residential Waste"

Background/History:

In 2019, the Village issued a Request for Proposal (RFP) for the collection and disposal of single family residential waste. The lowest price proposal at that time was Flood Brothers Disposal Company of Oakbrook Terrace (Flood Brothers). In 2019, individual single family residences in Oak Brook were then paying \$24.01 per household, per month for one time per week at the curb service (the vast majority of service and frequency selection) waste collection and disposal services. Flood Brothers bid the following pricing for one time per week at the curb service during the initial five-year term of the contract:

2020: \$19.35 per single family household per month
2021: \$19.74 per single family household per month
2022: \$20.13 per single family household per month
2023: \$20.64 per single family household per month
2024: \$21.25 per single family household per month

The initial five-year agreement will end on December 31, 2024; however, the initial agreement contained a renewal "extension of three (3) years" subject to being "mutually agreed upon". Such an extension requires that "the Contractor will be notified no later than 120 days before the expiration of the initial five (5) year term". Staff has met with Kevin Flood and Michael Flood to negotiate rates for a potential three (3) year renewal. After many discussions, Flood Brothers has

proposed the following renewal rates:

2025: \$23.80 per single family household per month
2026: \$24.99 per single family household per month
2027: \$26.24 per single family household per month

This proposal maintains 2025 rates below what residents were paying in 2019. Had the 2019 rate paced with the CPI-U, residents would presently be at a rate of \$23.13, with a projected 2025 rate (using average five-year inflation) of \$24.09 per single family household per month. Therefore, the current proposal remains below inflationary pressure (as would the entire three years in the proposal).

The second step in a comparison is to evaluate what the free-market would deliver if a new RFP was to be issued. To draw like comparisons, it is imperative to understand the factors contributing to waste removal rates. Our current contract contains: 1) unlimited weekly waste removal where excess waste need not fit in the bin to be removed, 2) is a single family only contract which is not subsidized by higher commercial waste rates, 3) includes commingled recycling, 4) permits yard waste disposal at a per sticker cost, and 5) the waste hauler pays all dump tipping fees. The only recently renewed contract located that matches these parameters is:

2024 Villa Park: \$24.72 per single family household per month

Similar recent renewals, albeit with the exclusion of unlimited pickup, where excess waste (anything above the lid of the waste toter) requires a separately purchased sticker (just as yard waste does), include:

2024 Downers Grove: \$29.73 per single family household per month
2024 Hinsdale: \$26.01 per single family household per month
2024 Woodridge: \$25.70 per single family household per month
2024 Brookfield: \$24.90 per single family household per month*
(*customer \$18.50 per month and Village \$6.40 per month)

Therefore, a market comparison approach demonstrates that Flood Brothers proposed 2025 rate of \$23.80 remains below competitively bid nearby rates, supporting the position that an open RFP would result in higher pricing than a renewal. In addition, with Flood Brothers, the Village retains direct access to the principal operators and has received excellent customer service in the rare event of an error or complaint.

For the last two years, Flood Brothers has also supported the Taste of Oak Brook annually as its Stage Sponsor in the amount of \$10,000.

Recommendation:

Staff recommends that the Village Board approve Resolution R-2218 "A Resolution Approving and Authorizing the Execution of the First Amendment to the Agreement Providing for the Collection and Disposal of Single Family Residential Waste"

Attachments:

1. ResApproveAmdWasteCollection
2. First Amendment_Waste Collection Updated2
3. Exhibit 1 - 2020 through 2024 Residential Waste Contract Final Signed
4. Exhibit 2 - Oak Brook Rates 3yr
5. Exhibit 3 - Natural Disaster 2024

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION
NUMBER 2024-SW-AG-EXT-R-2218

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF THE
FIRST AMENDMENT TO THE AGREEMENT PROVIDING FOR
THE COLLECTION AND DISPOSAL OF SINGLE FAMILY
RESIDENTIAL WASTE

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 16th day of July 2024

RESOLUTION NO. 2024-SW-AG-EXT-R-2218

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE
AGREEMENT PROVIDING FOR THE COLLECTION AND DISPOSAL OF SINGLE FAMILY
RESIDENTIAL WASTE

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, on _____, 2019, the Village Board approved Resolution No. _____ awarding the Agreement Providing For The Collection And Disposal Of Single Family Residential Waste to Flood Brothers Disposal Co. (the "Company");

WHEREAS, the initial term of the contract was for five years and provided the ability for the parties to extend the term of the contract for a subsequent three-year term upon mutual written agreement of the parties;

WHEREAS, Staff is requesting the approval of the Company's proposal for 2025 through 2027 rates and extend the existing agreement through 2027, in accordance with the Amendment to the existing contract (the "Amendment") attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to approve the Amendment for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Approval

The Corporate Authorities hereby approves the Amendment, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to the Amendment, substantially in the form attached hereto as Exhibit A, with

such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Amendment.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Amendment, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Amendment.

Section Six - Acts of Village Officials

That all past, present, and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized, and confirmed.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause, or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 16th day of July 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 16th day of July 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A
[Amendment]

FIRST AMENDMENT
TO THE AGREEMENT PROVIDING FOR THE COLLECTION AND DISPOSAL OF
SINGLE FAMILY RESIDENTIAL WASTE

THIS FIRST AMENDMENT (the “Amendment”) to the AGREEMENT PROVIDING FOR THE COLLECTION AND DISPOSAL OF SINGLE FAMILY RESIDENTIAL WASTE (the "Agreement") dated November 12, 2019, is hereby made as of this ____ day of July 2024 by and between FLOOD BROTHERS DISPOSAL CO. (the "Contractor"), and the VILLAGE OF OAK BROOK, ILLINOIS (the "Village").

R E C I T A L S

WHEREAS, Contractor and the Village (each individually a “Party” and collectively the “Parties”) entered into the Agreement, a true and accurate copy of such attached hereto as Exhibit 1, pursuant to which Contractor agreed to provide for the collection and disposal of single family residential refuse, yard waste, and recyclable materials in the Village (the “Services”), as more fully described in the Agreement.

WHEREAS, Section 62, of the Agreement, titled “Agreement Term” states that upon mutual agreement, the Parties may extend the Agreement for a period of three (3) years.

WHEREAS, the Parties desire to amend and extend the term of the Agreement for the Services, pursuant to this Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. In accordance with Section 62 of the Agreement, the Parties hereby exercise the extension of the Term of the Agreement for an additional three (3) years, to provide for Contractor’s provision of the Services from January 1, 2025 to December 31, 2027.
2. The Parties hereby repeal Exhibit 2 of the Agreement in its entirety and replace it with Exhibit 2, attached to this Amendment.
3. The Parties hereby repeal Exhibit 3 of the Agreement in its entirety and replace it with Exhibit 3, attached to this Amendment.
4. Counterparts: This Amendment may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
5. Effect of Amendment: The Parties acknowledge and agree that this Amendment modifies and amends the Agreement, and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Agreement. The Agreement, as amended by this Amendment, is hereby ratified, and remains in full force and effect.

6. The Parties represent and agree that the individuals executing this Amendment on its behalf has the full and complete permission and authority of the entity for which s/he is executing this Amendment and have the full right and authority to commit and fully bind themselves, their representatives, agents, principals, predecessors, successors, and privies according to the provisions hereof. This Amendment is a legally valid, binding and enforceable obligation of the Parties in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor and the Village have respectively executed this Amendment to be effective as of the date first above written.

ATTEST:

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

VILLAGE OF OAK BROOK

By: _____
Village Clerk

By: _____
Village Manager

Date: _____

EXHIBIT 1

[Agreement]

EXHIBIT 2

[Customer Billing Rates]

EXHIBIT 3

[Natural Disaster Clean-Up]

**AGREEMENT PROVIDING FOR THE COLLECTION
AND DISPOSAL OF SINGLE FAMILY RESIDENTIAL WASTE**

This agreement ("Agreement") is made as of this 12TH day of NOVEMBER, 2019, by and between the Village of Oak Brook, Illinois ("Village") and Flood Brothers Disposal Co., ("Contractor").

WHEREAS, the Village is authorized by statute to contract for the collection and disposal of refuse, yard waste, and recyclable materials; and

WHEREAS, on September 6, 2019, the Village published a Request for Proposals ("RFP") for the Collection and Disposal of Single Family Residential refuse, yard waste, and recyclable materials in the Village; and

WHEREAS, on November 12, 2019, the Village selected Contractor as the proposer with the best overall value on the basis of its proposal on the condition the Contractor satisfied the terms of the RFP and properly executed this Agreement; and

WHEREAS, Contractor desires to properly execute this Agreement and satisfy the requirements of the RFP in order to commence the collection and disposal of refuse, yard waste, and recyclable materials generated by single family residences in the Village term pursuant to the terms and conditions of this Agreement ("Work"); and

WHEREAS, the President and Board of Trustees have determined that entering into this Agreement will serve the public health, safety and welfare of the Village and its residents;

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

Section 1: Incorporation of Preambles: The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.

Section 2: Definitions: For the purposes of this Agreement, definitions of certain terms shall be as listed below. Other terms shall be as defined within applicable subsections.

(a) "Refuse" shall mean all discarded and unwanted putrecible and nonputrecible household and kitchen wastes, including but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including newspapers, books, magazine, and catalogs; boxes and cartons; cold ashes; furniture, furnishings, and fixtures, non-excluded household appliances; textiles and leather; animal waste; toys and recreational equipment; household construction and demolition debris (subject to the limitations of subsection (e) below); and similar items to the aforementioned items. For the purposes of this Agreement, the terms

“garbage”, “refuse”, and “rubbish” shall be synonymous unless otherwise more specifically defined (for example, “yard waste”). Refuse shall not include Excluded Waste.

(b) “Recyclables” or Recyclable Material(s) shall mean at a minimum brown paper bags, corrugated boxes, frozen food packages, magazines & catalogues, mixed paper, newspaper, paperboard, telephone books, wet strength carrier stock, aerosol cans, aluminum cans, aluminum foil, aseptic packaging & gable top containers, formed steel containers, glass bottles & jars, HDPE (#2) plastic containers, PET(#1) plastic containers, plastic six & twelve pack rings, PVC (#3) plastic containers, HDPE (#4) plastic containers, LDPE (#5) rigid plastic containers, and Other (#7) rigid plastic containers, steel cans, steel paint cans & lids, in addition to any other items which a Processing Facility may accept at the facility. The Contractor has the option to select an IPF under the terms of this Agreement. A listing of the recyclables accepted in the program is found in Exhibit 1.

(c) “Yard waste” (also known as “landscape waste”) shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants, and flowers, weeds, tree droppings (for example, pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse, unless the composting facility will accept it.

(d) “Leaf Waste” (also known and treated as “Yard Waste”) shall mean only leaves accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens.

(e) “Household Construction and Demolition Debris” or “Debris” shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including, but not limited to drywall, plywood, and paneling pieces, lumber, and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight. Materials not conforming shall be considered “Oversize Construction Debris” and not as household construction and demolition debris, and shall be subject to special collection requirements as specified in Section 29.

(f) “Stop” shall mean “household.” Single households will be counted for the purpose of defining the extent of the collection services to be provided and of determining the amount of refuse, recyclables, and yard waste to be collected.

(g) “Curbside” shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

(h) “Large Household Item” (also known as “bulk item”) shall mean any discarded and unwanted large household appliances and furnishings, including, but not limited to:

refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, furnaces, humidifiers, dehumidifiers, water softeners, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture. All "white goods" including those containing CFCs (chlorofluorocarbons) shall fit within this definition. Large Household Items do not include Exclude Waste.

(i) "Disposal Unit" shall have different meanings as follows:

(i) For the purposes of refuse collection, a "disposal unit" shall mean one (1) water tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity, unless clearly noted or intended to mean otherwise, or fifty (50) pounds in weight, one (1) plastic or paper bag, box, carton, or other disposable container not to exceed thirty-two (32) gallons in capacity and fifty (50) pounds in weight, containing refuse or household construction and demolition debris as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking, or scattering of refuse or debris; or one (1) Contractor supplied 64 gallon toter or one (1) Contractor supplied 95 gallon toter unit; or one (1) securely tied bundle of refuse or debris which is not placed in a container that does not exceed two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight; or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item as is herein defined in subsection (h) is to be considered a disposal unit and collected with the regularly scheduled refuse collection. Two (2) yards of household construction and demolition debris as is herein defined in subsection (e) is to be considered a disposal unit and collected with the regularly scheduled refuse collection.

(ii) For the purposes of yard waste collection, a "disposal unit" shall mean one (1) biodegradable two-ply, fifty (50) pound wet-strength Kraft, or similar, paper bag designed for yard waste collection not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard waste" as herein defined, or one (1) water-tight metal or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity or fifty (50) pounds in weight and clearly marked "yard waste", or one (1) securely tied bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight (as measured when dry), two (2) feet in diameter, and four (4) feet in length, and is manageable by one (1) person.

(iii) For purposes of the collection of recyclables, a "disposal unit" shall mean one (1) Village or Contractor supplied 64-gallon toter and/or one (1) fourteen (14) to eighteen (18) gallon recycling bin.

(j) "Electronic Waste" Televisions, monitors, printers, computers, electronic keyboards, facsimile machines, videocassette recorders, portable digital music players, video game consoles, small scale servers, scanners, electronic mice, digital convertor

boxes, cable receivers, satellite receivers, digital video disc recorders or any other electronic devices banned from landfill disposal by the State of Illinois pursuant to the Illinois Electronic Products Recycling and Reuse Act (415 ILCS 150/1, et seq.), as amended.

(k) "Household" shall mean a residential dwelling unit.

(l) For the purpose of this Agreement, only the following holidays shall be deemed official holidays: New Year's Day, ~~President's Day~~, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. *RG-A*

Should any of the aforementioned occur on a regularly scheduled collection day, the collection of that day shall be rescheduled to the next day and all the subsequent collection days following the holiday shall occur one day behind schedule until the beginning of the next full week.

(m) "Excluded Waste" shall mean Radioactive Waste, Stable Matter, Electronic Waste, Medical, Hazardous and Special Waste as defined by state or Federal law or regulation, large dead animals (equal or greater than ten (10) pounds), vehicle batteries, large automobile parts, automobile or other vehicle tires and any other material which cannot be disposed of at an Illinois sanitary landfill or requires a special permit or approval for disposal at an Illinois landfill. "White Goods" as defined by state or Federal law are not Excluded Waste.

(n) "Waste" shall mean refuse, recyclables, yard waste, leaf waste, household construction and demolition debris, oversized construction debris, and large household items of any and all kinds, collectively. Waste does not include Excluded Waste.

Section 3: Exclusive Contractor: The Contractor shall be the exclusive refuse, recycling and yard waste collector for single family attached and detached residences (hereinafter referred to as single family) within the Village boundaries.

Section 4: Contractor Performance: The Contractor shall be responsible for all of its obligations under this Agreement and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste, and make all of the necessary arrangements for the delivery of all recyclables to a processing facility. The Contractor may, at its option, contract separately with businesses, institutions, and agencies for collection service outside the scope of this Agreement, subject to all individual Village codes and ordinances governing private refuse collectors generally, and providing that such operations shall not interfere with the satisfactory performance of the work required under this Agreement.

Section 5: Rates Established: The Contractor agrees to perform all of the Work described in this Agreement and comply with the terms herein for the sums listed in Exhibits 2. The Contractor will not increase any rates it charges for the Work set forth in Exhibit 2 during the term of this Agreement except for as specifically set forth in this Agreement.

Section 6: **Taxes:** The Contractor shall promptly pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or the Contractor in connection with the Contractor's facilities and the work performed by the contract pursuant to this Agreement.

Section 7: **Permits and Fees:** At no cost to the Village, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, to be performed by the Contractor pursuant to this Agreement and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the Village, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Agreement.

Section 8: **Insurance:** Contractor shall maintain certificates and policies of insurance during the term of this Agreement evidencing the following minimum insurance coverages:

<u>Worker's Compensation:</u>	Statutory
<u>Employer's Liability:</u>	\$1,000,000 each occurrence.
<u>Vehicle Liability:</u>	\$3,000,000 property damage and bodily injury or death per person, combined single limit \$3,000,000 each occurrence.
<u>Comprehensive General Liability:</u>	\$5,000,000 each person, \$10,000,000 each occurrence \$2,500,000 each occurrence; property damage
<u>Pollution Liability:</u>	\$15,000,000 aggregate

The required coverages may be in any combination of primary, excess, and umbrella policies. Except as it relates to any pollution liability policy, any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

Such policies shall be in a form, and from companies, acceptable to the Village and shall name the Village, its officers, officials and employees, volunteers and agents as an additional insured and cancellation notice recipient. Such insurance shall provide that no cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. In the event of any such cancellation or non-renewal, Contractor or its representative shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Contractor shall notify Village within thirty (30) days after Contractor receives such notice from its insurer.

The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to indemnify, keep and hold harmless and defend the Village, its agents, officials, servants and employees as provided in this Agreement.

The Contractor agrees that in the event a judgment should be entered against the Village or its agents, officials, servants and employees which is in any manner connected or related to this Agreement or the services or work rendered hereunder, the Contractor shall immediately satisfy same including, but without limitation on the foregoing, all fees, costs and interest in connection therewith, in accordance with its indemnification obligations set forth below.

Section 9: Performance Bond: The Contractor shall furnish a Performance Bond in a form acceptable to the Village for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated AAA or better by Best's insurance Reports. The Bond shall be in the penal sum of \$500,000 for the period of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with the all applicable laws, ordinances and regulations. Said Performance Bond shall indemnify the Village against any loss resulting from any breach or failure of performance, but shall in no way limit Contractor's responsibility to defend, indemnify, keep and hold harmless the Village, its agents, officials, servants and employees as provided in this Agreement.

Section 10: Indemnity: The Contractor shall indemnify, save, defend, and hold harmless the Village, individually and collectively, its officers, officials, employees, and attorneys from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the Village may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, or any other damages claim, in any way resulting from arising out of, in connection with, or pursuant to this Agreement, caused by the alleged negligent operations, negligent operations, or willful misconduct of the Contractor, its officers, agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor. The Contractor shall, at its own expense, appear and pay all reasonable fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgments shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village, and to pay expenses and damages as herein provided.

This Section 10 shall survive the termination of this Agreement.

Section 11: Hours and Standards of Collection: The Contractor shall not commence work before 7:00 AM and shall cease collection by 7:00 PM. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. The Contractor's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.

The Contractor shall be responsible to coordinate with schools within the Village for collection in the areas adjacent to the schools to prevent conflict with Contractor services and school traffic.

The Contractor shall be responsible to collect all refuse, recyclables, and yard waste from the curbside or Residents' backdoors based in the service selected and paid for by each Resident. The Contractor shall place a sticker on any item(s) not collected indicating the reason why it could not be collected. Residents shall be responsible for placing disposal units close to the curb (or in those areas without curbs, placing them in an equivalent position), or backdoor (if applicable) so that they are easily accessible to the Contractor's employees.

The Contractor shall return all containers at each stop to the general location at which they were found, except that bins shall not be placed in the middle of driveways, in driveway aprons, or near the curb in such a manner as to risk their blocking the sidewalk, falling into the street or being hit by a vehicle.

The Contractor shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto Village parkways, premises, curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. The Contractor shall not be responsible for collecting or cleaning up refuse, recyclables, or yard waste litter that has blown, fallen, leaked or been scattered from bags, cans, bins, or other containers onto private property unless such litter is caused by Contractor.

Section 12: Proper Disposal and Processing: Proper disposal and processing shall include:

(a) **General Requirements:** The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County, and local laws, ordinances, and regulations. The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and yard waste to a disposal site, and shall be responsible for the payment of all tipping fees for refuse and yard waste. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to the respective processing facility designated by the Contractor.

All refuse and yard waste collected shall be removed from the Village as soon as the materials are collected, but in any event, no later than 6:00 PM on the date of collection. The refuse and yard waste shall be disposed of and the recyclables taken to the facility designated by the Contractor.

(b) Disposal of Refuse: The Village reserves the right to approve the landfill site location the Contractor intends to use for the disposal of refuse. The Contractor shall provide the name and location of this disposal site, and alternative sites.

(c) Yard Waste Requirements: Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control, or otherwise have access to a properly licensed and permitted composting facility of sufficient capacity for the disposal of yard waste. The Contractor shall be solely responsible for ensuring that such facility is fully licensed and permitted and will notify the Village if any such facility ceases to be fully licensed and permitted.

The Contractor shall furnish the name and location of the composting facility intended to be used during the term of this Agreement. Upon request of the Village, proof that such facility complies with all laws and regulations governing such facilities shall be furnished to the Village. The Village reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the Village of any changes. Upon request of the Village, the Contractor shall furnish evidence of arrangements assuring availability of adequate composting facility capacity for disposal of yard waste collected under this Agreement.

(d) Recycling Requirements: Throughout the term of this Agreement, the Contractor shall deliver all recyclables collected in the Village to the facility designated by the Contractor.

The Contractor shall be responsible for payment of all necessary fees that may be charged by the processing facility or other site designated by the Contractor.

No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the Village's prior written approval, which may be withheld in the sole discretion of the Village.

(e) Revenues from Recyclables: The Contractor will retain 100% of the proceeds from the sale of recyclable materials and all recycling revenues paid to the hauler.

(f) The Contractor shall be responsible for, at its sole expense, the proper disposal of any materials (other than Excluded Waste) collected by the Contractor but not accepted at the facilities or landfills selected pursuant to this Section. The Contractor acknowledges and agrees that in the event that it collects Excluded Waste, the Village has no responsibility to dispose of, arrange for the disposal of, or pay for the disposal of, Excluded Waste except if the Excluded Waste is generated by the Village.

Section 13: Missed Pick-ups: The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the Village

agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pick-ups.

Section 14: Dispute Settlement: Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or any matter arising under this Agreement, the Contractor agrees that in that specific instance collection will be made immediately even though in its opinion, the customer may be in error; and that the Contractor will immediately report the same to the Village's designated representative so that the Village and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. This Section shall not be construed to obligate Contractor to collect any Excluded Waste. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the Village. If a missed pick-up is reported by the Village or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material, or yard waste from such customer within one (1) business day of notification. All complaints other than missed pick-ups shall be resolved to the satisfaction of the Village, within two (2) business days. As noted above, the Contractor shall supply the Village with a copy of the complaint form for each and every complaint, which shall include the nature of the complaint and the resolution of the complaint. The Contractor shall cooperate with the Village in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the Village, or continued failure by the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pick-ups, damage to persons or property, and early start-up shall be considered a default under this Agreement.

In the event of valid complaints for other incidents, including, but not limited to, breakage of glass during collection of recyclables; items of refuse, recyclables, and/or yard waste dropped during collection; and the time that are not cleaned up by the collection crew, the Contractor shall immediately arrange for clean up after a complaint or notification is received. The subject area must be cleaned up immediately and in no case longer than twenty-four (24) hours from the time the incident is reported.

The Contractor shall maintain a daily log of complaints received. A copy of these complaints and their resolution shall be given to the Village at the end of each month.

Section 15: Contractor Offices and Points of Contact: The Contractor shall establish and maintain an office through which it may be contacted directly, where the public and Village personnel may call in or send inquiries and complaints, and where the public and Village personnel may send and receive instructions. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during collection hours. This service shall be operated between the hours of at least 7:30 AM to 4:00 PM, Monday through Friday, except during holidays as listed in paragraph 20, or as otherwise directed by the Village. The telephone service shall be a local exchange or on a toll-free basis. The Village will publicize the customer service telephone number(s) of the Contractor. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the Village for use by Village personnel.

The Contractor shall assign a specific route manager to the Village who shall serve as a contact to Village staff in resolving issues. The route manager shall provide the Village with a cell phone number, which may be used to contact them at any time.

The Contractor shall identify the location, telephone number(s), and mailing address of the office, the garage area, and any processing facility, that will be used to service the Village. The Village reserves the right to visit and inspect such facilities, with reasonable notice. The Contractor shall also notify the Village of its designated contact person(s) for the purposes of obtaining instructions; answering inquiries, and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with Village personnel to resolve problems.

Section 16: Employees and Conduct: The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly; and efficient manner: to use care and diligence in the performance of this Agreement; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall prohibit any drinking of alcoholic beverages or use of any controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this Agreement.

In the event that any of the Contractor's employees are deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon the formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

The Contractor's drivers and crew members shall be attired at all times in a neat, professional manner. All permanent collection employees shall be required to wear a work uniform. Said uniform shall include a shirt or jacket that clearly indicates that the employee is employed by the Contractor. The Village has the right to require or define what shall be considered suitable work clothes for collection employees.

All vehicle operators shall carry valid Illinois State driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

Section 17: Vehicles and Equipment: All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on Village streets that leaks any fluids. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no refuse, recyclables, or yard waste leaks, spills, or blows off the vehicles. Should any refuse, recyclables, or yard waste leak, spill, or blow off a vehicle, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not properly cleaned up after notice (verbal or written) from the Village, the Village may clean up same, and the Village may bill the

cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed, except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the Village.

Refuse, recyclables, and yard waste shall each be collected separately and shall not be commingled, unless the Contractor gets prior written permission from the Village to commingle.

Section 18: **Safety:** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Agreement. The Contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970, as amended. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and work safety training. In the event of accidents of any kind, which involve the general public and/or private or public property in the Village, the Contractor shall immediately notify the Village. Upon the request of the Village, the Contractor shall provide such accounting of details and/or copy of written accident report as the Village may require.

Section 19: **Damages:** The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from its careless operation of vehicles or its careless handling of any receptacle, in accordance with its indemnification obligations in Section 10. All property which suffers damage (reasonable wear-and-tear excepted) caused by the carelessness of the Contractor, including, but not limited to waste receptacles, sod, grass, driveways, mailboxes, or recycling containers shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the Village may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. The Contractor shall pay for said expenses within ten (10) days of receipt of said invoice.

Section 20: **Non-Performance; Default:** If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the Village shall reserve the right to determine whether there has been sufficient cause to justify the Contractor's failure to provide service. If in the Village's judgment sufficient cause has not been demonstrated, then the Village shall serve the Contractor with a notice stating that this Agreement shall be deemed in default if the Contractor does not take action to re-establish service within four (4) business days of said notice. If at the end of the four (4) business day period the Contractor has not made the necessary correction, the Village shall take such steps as are necessary to furnish services according to the collection requirements provided for in this Agreement. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The Village shall further reserve the right to terminate this Agreement.

Section 21: **Force Majeure:** Neither the Village nor the Contractor shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, fires, or natural calamities; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be “beyond Contractor’s control” if committed, omitted, or caused by Contractor, Contractor’s employees, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other business entity that holds a controlling interest in Contractor, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Contractor’s employees would not be an act “beyond Contractor’s control”). Each party shall promptly notify the other party when Contractor reasonably believes that an event constituting a “force majeure” under this Section has occurred. The parties acknowledge and agree that except for extreme weather events such as blizzards and tornados, weather events are not *force majeure* events.

Section 22: **No Strikes:**

(a) The Contractor shall file proof with the Village that it has a “no strike” provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the Village within thirty (30) days thereafter, proof that said agreement also contains a “no strike” clause.

(b) Should nevertheless, a strike occur which lasts more than seven (7) calendar days, the Village shall be permitted to institute such procedures to collect and dispose of the waste to be collected pursuant to this Agreement as the Village deems necessary. The Contractor shall be responsible for reimbursing the Village for any and all costs it may incur in such an endeavor.

Section 23: **Non-Assignment:** The Contractor shall not assign or subcontract this Agreement or the work there under, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village. However, the Contractor may perform its obligations under this Agreement through its subsidiaries or divisions after providing advanced written notice to the Village. Should the Village give written consent for an assignment, said assignment shall not relieve the Contractor, or its subcontractor or agents, from its obligations or change the terms of this Agreement.

Section 24: **Right to Terminate:** This Agreement will remain in force for its term and any extensions. However the Village shall have the right to terminate this Agreement sooner if the Contractor has failed to satisfactorily perform the work required, as determined by the Village in its sole discretion. In the event that the Village decides to terminate this Agreement for failure to perform satisfactorily, the Village shall give the Contractor at least thirty (30) days written notice before the termination takes effect. Such thirty (30) day period shall commence upon the mailing of notice by the Village. If the Contractor fails to cure the default within the thirty (30) days specified in the notice the Agreement may be terminated by the Village. At the option of the Village, the Contractor may be given additional time to cure the defaults. Except as otherwise directed by the Village, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the Village) the Contractor shall stop work as directed by

the Village on the date specified in the notice and neither the Village nor residents shall incur any liabilities.

At the Village's option, in the event of default, the Village may demand that the Contractor appear before the Village President or the Board of Trustees to discuss the default. If after thirty (30) days following the said meeting, the Village Board determines that the Contractor has failed to perform according to the terms of this Agreement, at the Village's option, (i) the Contractor shall pay the Village as liquidated damages for delay, but not as a penalty, five hundred dollars (\$500) for every day that the Contractor is in default as determined by the Village, or (ii) the Village may pursue any other remedies under this Agreement or available under the law including, without limitation, specific performance of Contractor's obligations. This failure to perform shall include repeated incidents of any of the following: failure to respond to or resolve resident complaints; failure to supply information requested by the Village, failure to deliver monthly reports; or failure to adhere to any and all terms and conditions specified in the Agreement.

Section 25: **Overweight Vehicles:** Overweight vehicles are the responsibility of the Contractor. The Contractor is required to comply with weight requirements and safety requirements as established by federal, state, and local law, including the Village Code of the Village of Oak Brook, Illinois, as may be amended ("Village Code").

Section 26: **White Goods, Large Items:** The Contractor shall offer white goods collection and disposal at no cost to the Village and at no additional cost to customers other than the equivalent cost to dispose of the appliance.

Section 27: **Holiday (Christmas Tree) Collection:** The Contractor shall provide a special collection for Christmas trees for a two (2) week period during the first two weeks in January. The Contractor agrees to perform this once a year service at no charge to either the Village or customers during the entire term of this Agreement.

Section 28: **Collection from Government Facilities:** The Contractor shall provide, at no cost to the Village, regularly scheduled refuse, yard waste, and recyclable materials collection and disposal, including the furnishing of all needed containers, including dumpsters if requested by the Village, to all Oak Brook municipal facilities which include: the Butler Government Center (Village Hall, Oak Brook Historic Society Museum, Police Department and Fire Station 94) and Fire Station 93; the Public Works Facility; Oak Brook Public Library; Oak Brook Sports Core (which includes the Bath and Tennis Club building, the Soccer Building, and the Oak Brook Golf Club and Maintenance Building) (disposal units greater than 8 yards, including roll offs, are excluded from this provision). The Village reserves the right to add free regularly scheduled service to new or existing municipal facilities for refuse, and recycling collection. The regularly scheduled refuse, yard waste, and recyclable materials collection and disposal shall occur no less than once a week at all aforementioned Village facilities, except for the Oak Brook Sports Core, at which regularly scheduled refuse, yard waste, and recyclable materials collection and disposal shall occur every Monday, Wednesday and Friday from May to September, and no less than once a week from October to April. The Contractor shall waive fees and costs associated with providing three (3) roll-off containers and up to one hundred (100) event

containers for the Taste of Oak Brook-Fourth of July Celebration's and Polo Events' refuse during the term of this Agreement and any extensions.

Section 29: Special Pick-Ups: Any residents wanting to dispose of large quantities of refuse, yard waste, recyclables, large volumes of household construction and demolition debris (in excess of two cubic yards), oversize construction debris and/or tires shall have the ability to obtain competitive prices for such services from local based contractors and select any contractor they desire to perform such services. The resident will be responsible for the payment of said services and all such arrangements shall be made between the hauler and the resident. The decision of any Village resident to hire a private hauler for special pick-ups shall have no effect on the terms of this Agreement.

Section 30: Natural Disaster Cleanup. The Contractor will, upon request from the Village, perform a special collection from any customer or customers of Waste in emergency circumstances where prompt removal of the Waste is necessary for the preservation of the public health, safety and welfare from a curbside location. The cost of any such collection will be paid by the Village at a per hour fee as specified in Exhibit 3 and actual disposal costs, provided that the actual disposal costs do not exceed the then-current published rate utilized at the applicable transfer station. The Contractor shall bill the Village the total amount.

Section 31: Public Information: The Contractor shall provide all public information necessary to inform customers about the services provided under this Agreement. This shall include all preparation, printing, and mailing/delivery costs. Information to be provided shall include (at a minimum) an initial brochure, updates to the brochure as needed, additional print runs of the brochure as needed, and follow up flier. The Contractor shall provide an annual calendar of collection events that will be distributed to the residents. The Contractor shall continue to assist the Village in the development and maintenance of a Public Information Program in order to keep residents/customers informed on all aspects of the refuse, recyclables and yard waste pick up programs during the entire term of this Agreement. All information shall be subject to the approval of the Village.

Upon request, the Contractor shall provide the Village with any educational materials deemed necessary by the Village. Informational materials shall include, but are not limited to notices left at resident's property clearly explaining the reason(s) services (refuse, yard waste or recycling collection) were not provided and what actions, if any, can be taken by the resident in the future to insure collection of materials. Such notices are to be written, designed and printed by the Contractor, but shall be approved in advance of their use by the Village.

Section 32: Change in Service: If the Village elects to change the type of service provided during the term of this Agreement; including, but not limited to, type of material collected, method of handling, and/or method of collection, the Village shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least sixty (60) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate in good faith the terms, frequency; and prices of such change in service after such written notice is served. Such modifications

shall be contained in a written agreement executed by the parties. Should the Contractor fail to negotiate in good faith, the Village reserves the right to terminate the Agreement.

Section 33: Data Collection and Reporting: The Contractor shall collect and maintain accurate data, records, and receipts, and shall report to the Village pertinent data of the refuse, recyclables and yard waste collection program, including, but not limited to:

- (a) Total weight and cubic yardage of refuse, recyclables, yard waste, and Village office recycling program collected per month; same data for multi-family collections (if applicable);
- (b) number and weight of white goods collected per month;
- (c) number of yard waste stickers sold per month at each outlet;
- (d) total number of customers (if requested, broken out by service option and/or address);
- (e) recycling participation rates;
- (f) log of telephone calls and written correspondence from Village residents including, but not limited to; customer name/address, date, concern, and action taken.

The Village reserves the right to request any or all of the above data by route. For the purposes of this subsection, a route shall mean each separate collection day.

With reasonable notice, the Contractor shall permit the Village or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal, and processing of all refuse, recyclables and yard waste, which occurs under this Agreement.

Monthly reports containing the above information shall be delivered to the Village by the Contractor no later than 15 days after the close of the month. At the request of the Village, reports shall follow a format prescribed by the Village.

The Contractor shall also provide such operational or customer data, information, or statistical material concerning refuse, recyclables and yard waste collection as may be reasonably requested by the Village from time to time.

The data listed in Subsections a-f above shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to residents; and documentation of amount of Village waste generation; diversion, and recycling or other reporting requirements as may be required by the State of Illinois, DuPage County, or other agencies during the term of this Agreement.

All reports, data and information, once supplied to the Village shall become the property of the Village.

Section 34: Day(s) of Collection: The collection schedule shall be Mondays for the uniform refuse, yard waste, and recyclable collection throughout the Village of Oak Brook. Residents do have the option for an additional refuse collection, that is, Twice Per Week Refuse Collection, as well as the option for "Rear Door Service" for either the Once Per Week or Twice Per Week collection, all of which is done by separate Agreement between the hauler and the individual. The second day pick-up shall be Thursdays of each week.

Section 35: Collection Program: The collection program contemplated by this Agreement shall encompass the following:

All "households," located within the Village's corporate boundaries shall be provided with weekly curbside collection (or backdoor collection as set forth below in this Section) and disposal of all "refuse," all "household construction and demolition debris," and all "Large household items", as defined in Section 2.

All "households," located within the Village's corporate boundaries, shall be provided with weekly curbside and proper disposal of all "yard waste", as defined in Section 2. Weekly yard waste collection shall begin each year no later than April 1 and end on November 30 of that same year.

All "households," located within the Village's corporate boundaries, shall be provided with seasonal curbside collection and proper disposal of all bagged "leaf waste", as defined in Section 2.

All "households," located within the Village's corporate boundaries shall receive weekly collection of all "recyclable materials", as defined in Section 2.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal unit(s)." The Contractor will be required to collect properly prepared disposal units and take all recyclables to the proper recyclables processing facility.

The Contractor shall provide the following optional services for residents to have the following optional collection services for the term of this Agreement:

- (a) Once-Per-Week Curbside, also referred to as Standard Service, Flat Rate" collection service of Refuse and Recyclables and "volume-based" Yard Waste (Landscape and bagged leaf waste);
- (b) Twice-Per-Week Curbside, Flat Rate" collection service of Refuse and Recyclables and "volume-based" Yard Waste (landscape and bagged leaf waste);
- (c) Once-Per-Week Back Door, Flat Rate" collection service of Refuse and curbside Recyclables and curbside "volume-based" Yard Waste (landscape and bagged leaf waste) collection;

(d) Twice-Per-Week Back Door," Flat Rate" collection service of Refuse and curbside Recyclables and curbside "volume-based" Yard Waste collection.

For any service to be performed under this Agreement, the charge shall not exceed the rates as fixed by the Agreement in Exhibit 2. For items not otherwise provided for by this the Agreement, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the customer for collection and disposal into a landfill or processing facility in accordance with Section 29, Special Pick-ups. This shall include loose and oversize construction debris, volumes of construction debris in excess of two cubic yards and excessive move-in, move-out clean-up, among other items. Such services shall be by advance arrangement with the Contractor at the customer's request. Payment shall be made directly by the customer to the Contractor. The Contractor shall not be required to collect Excluded Waste. Nothing in this Agreement shall be interpreted to prevent a resident from contracting with another refuse collector of the resident's choosing to collect Excluded Waste.

Section 36: **Title to Refuse, Yard Waste, and Recyclables:** Title to all Waste shall pass to the Contractor when the materials are placed into Contractor's vehicles or equipment. Title to and liability for Excluded Waste shall at no time pass to Contractor. The Village shall have no responsibility for the disposal of any Waste and all such disposal shall be accomplished by Contractor at its sole risk and expense. Nothing in, or done pursuant to, this Agreement shall be construed to create any responsibility on the part of the Village for disposal of any Waste once title thereto has vested in Contractor pursuant to this Section. Contractor shall dispose of all Waste in accordance with all applicable federal and state laws and regulations.

Section 37: **Collection of Fees:** The Contractor agrees to be solely responsible for the billing and collection of all fees for refuse, yard waste and recyclables collection from all customers at the rates set forth in Exhibit 2. The Contractor shall invoice customers in at least quarterly increments. The Contractor shall be responsible for billing each customer directly. This shall also include collection of fees for special pick-ups.

The Contractor further agrees to be solely responsible for the collection of any delinquent accounts, the charging of any late fees, and the disposition of all complaints regarding the fees for service. Where the Contractor intends to terminate collection service relative to a customer, the Contractor shall notify the customer in writing, at least ten (10) days prior to the termination of the collection service, of the proposed termination date and the reason for said termination. The Contractor agrees to notify the Village Manager of any terminated or discontinued service accounts within one (1) business day following such termination.

Section 38: **Purchase and Rental of Refuse Toters:** The Contractor will provide refuse totter containers for purchase or rental to residents by separate agreement between the customer and the Contractor according to the rates listed in Exhibit 2. The customer can cancel at any time without penalty, the mutual agreement with the Contractor for the totter rental for any reason, provided that the customer notifies the Contractor in advance of the last date of desired service. Should a totter or other disposal unit that is rented by a customer be damaged by the resident, normal wear and tear excluded, the resident shall pay for a replacement totter. However, if the totter rented by a customer is damaged by the

Contractor's actions, wears out due to normal wear and tear, or is otherwise defective, the Contractor shall be responsible for the replacement totter, at no cost to the resident. Each disposal unit left for collection must weigh no more than 50 pounds and be liftable by one person.

Section 39: Recycling Toters: The Contractor will provide recycling totter containers for purchase or rental to residents by separate agreement between the customer and the Contractor according to the rates listed in Exhibit 2. During this agreement the Contractor shall repair or replace damaged or broken recycling totter containers at the Contractor's expense; provided that if such totter containers are damaged by the Village or the customer, Contractor reserves the right to charge the Village or customer, as applicable, the cost of the repair or replacement. The Contractor shall also replace any missing recycling totters at the request of the resident or Village, but may at the Contractor's option charge the customer a refundable security deposit of no more than \$65.00.

Section 40: Sticker Distribution: The Contractor shall be responsible for the printing, distribution and sale of an ample supply of yard waste disposal stickers (meaning leaf and yard waste). The Contractor shall arrange for at least three (3) local retail outlets to aid in the sale of the yard waste stickers. The Village also agrees to act as a yard waste disposal sticker retailer for the Contractor. The Village has no obligation to participate in the sale of yard waste disposal bags. The Contractor shall also make yard waste stickers available through the mail. The Contractor shall be authorized to add the cost of postage only to the cost of stickers sold through the mail. The Village shall not incur any liability for retailers' payment or other obligations to Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker sale proceeds. Residents shall have the right to purchase yard waste stickers in as small a quantity as one (1) sticker at a time.

The Contractor shall not charge retailers or the Village for storage, handling, delivery, or any other services associated with the distribution of yard waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out. Retailers will be required to pay the Contractor for any previous order of yard waste stickers before additional sticker orders are filled except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the Village of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

Section 41: Sticker Design and Accountability: The Village reserves the right to approve the form, design, and wording of the yard waste stickers before their fabrication. Waste disposal stickers shall be produced on paper and have an elongated rectangular form with minimum dimensions of 19 centimeters in length and 4 centimeters in width. The front of the disposal sticker shall be of a colored background and bear the Contractor's name and phone number and the Village's name. In addition, the front of the sticker shall have space for residents to write their address if they so desire, and shall also have the date this Agreement expires listed as an expiration date, unless permission is granted by the Village not to have the expiration date listed. The back of the stickers shall list instructions for proper use of the stickers. The Contractor is responsible for all accounting of stickers. The

Village recommends the use of serial numbers to aid in accounting and deter counterfeiting. The Village shall not be held liable for any counterfeiting of stickers that may occur. The stickers shall have a good pressure sensitive adhesive that will adhere to disposal unit containers in all weather conditions.

Section 42: **Honoring All Stickers:** The Contractor shall agree to honor all waste stickers purchased by residents during the term of the Previous Agreement and throughout the term of this Agreement regardless of the price of the disposal sticker and where purchased. The Contractor shall provide the same level of service for previously purchased waste disposal stickers as provided for yard waste disposal stickers sold at an adjusted sale price. For this reason, waste stickers shall be produced without a price printed on them.

Section 43: **Seasonal Yard Waste and Leaf Waste Collection:** The Contractor shall provide curbside Seasonal Yard Waste, including bagged Leaf Waste collection, beginning March 1 and continuing through November 30 (the season) of each year on Mondays ("Yard Waste Pickups"), and pick up and properly dispose of all yard waste that is in required disposal unit, as set forth in Section 2(i)(ii) of this Agreement, and bearing a valid waste sticker. The Contractor shall also provide a seasonal subscription price for full season Yard Waste Pickups for the prices set forth in Exhibit 2. Contractor shall pickup all yard waste placed in a yard waste rental toter by customers who pay the seasonal subscription price without requiring the customer to purchase yard waste stickers.

Section 44: **Alternate Leaf Collection:** The Village currently operates its own Leaf Collection program for residential units within the Village. Should the Village discontinue its current Leaf Collection program, it may, at its option, direct the Contractor, in addition to conducting Yard Waste Pickups, to provide addition leaf pickup service in approved containers at a price mutually agreed to by the parties.

Section 45: **Bankruptcy:** If the Contractor shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by the Contractor or if proceedings in bankruptcy shall be instituted against the Contractor, or if the Contractor shall be adjudged bankrupt or a receiver of any property of the Contractor shall be appointed in any suit or proceedings brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, then in each and every case, this Agreement and the rights and privileges granted hereby may, at the option of the Village, immediately cease and be forfeited and canceled. The Contractor shall list the Village as a creditor in any bankruptcy filing.

Section 46: **Right to Require Performance:** The failure of the Village at any time to require performance by the Contractor of any specifications in this Agreement shall in no way affect the right of the Village hereafter to enforce same nor shall waiver by the Village of any breach of specifications in this Agreement be taken or held to be a waiver of any succeeding breach of such specifications in this Agreement, nor be taken or held to be a waiver of any specification itself.

Section 47: Risk of Loss. The work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Contractor. Contractor shall have no claim against the Village because of any damage or loss to the work or Contractor's equipment, materials, or supplies, unless caused by the negligence or willful misconduct of the Village. Nothing contained in this Section shall be deemed to waive any rights or protections of the Village provided by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

Section 48: Compliance with Laws and Grants: Contractor shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* [formerly Ill. Rev. Stat. ch. 68, §§ 1-101 *et seq.*], the Discrimination in Public Agreements Act, 775 ILCS 10/1 *et seq.* [formerly Ill. Rev. Stat. ch. 29, §§ 17 *et seq.*], the Illinois Fair Employment Practices Act, and the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Waste.

Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the Village that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor hereby agrees to defend, indemnify and hold harmless the Village, its 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 or related to any breach of the representations and warranties in this Section.

Section 49: Prevailing Wage: 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 parties shall negotiate in a good faith an equitable adjustment to Contractor's compensation to account for the new wage rate.

Contractor will comply with the Illinois prevailing wage law, as amended from time to time. Not less than the prevailing rate of wages as found by Owner or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under the Contract. If the Department of Labor revises the prevailing rate of wages to be paid laborers, workers or mechanics under the Contract, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of wages; provided, however, regardless of whether Owner gives such notice, the revised prevailing rate of wages shall apply to the Contract and Contractor shall have the sole responsibility and duty to pay, and ensure that all Subcontractors pay, the revised prevailing rate of wages to each person to whom a revised rate is applicable. Contractor shall indemnify, defend and hold Owner harmless from any loss, including but not limited to Owner's attorney's fees, resulting from Contractor's failure to comply with this prevailing wage clause. All bonds applicable to the Contract shall include a provision as will guarantee the faithful performance of the obligation to pay the prevailing rate of wages.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which states that:

- (i) 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 B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. 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.

Section 50: Federal, State, and Local Laws: The Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, rules, and regulations and requirements of any and all governmental agencies regulating waste and recyclables collection, hauling, disposal and processing during the term hereof and all requirements concerning equal opportunities as well as all other regulations which may apply. The Contractor shall also comply with and be governed by, the rules and regulations of the Illinois Fair Employment Practices Act.

Section 51: **Change of Law:** In the event of a Change of Law, the Contractor shall provide a detailed written notice to the Village of the Change in Law, the manner in which the Change of Law affects its ability to perform its obligations in accordance with the provisions of this Agreement or the cost of its services, the magnitude of the effect of the Change in Law on its operations or the cost of its services, and the Contractor's proposal in response to that effect. "Change of Law" shall mean, but not be limited to, any significant change or addition to local, state, or federal rules, ordinances, regulations, taxes or government charges, or interpretations thereof by the government agency charged with the enforcement thereof, that has a significant impact on the collection or disposal of residential waste (including recycling) in the Village.

Within thirty (30) days after receipt by the Village of the Contractor's notice, the Contractor and the Village shall meet to discuss the Change of Law and determine what change, if any, is necessary and appropriate to its operations or the rates and charges in this Contract and the timing and method of implementing any such change. The Village may request any documentation necessary from the Contractor to assist with the analysis of the Change of Law impact.

The approval of any modification in the rates and charges in this Agreement, as a result of any Change of Law shall be within the discretion of the Village, which the Village agrees to exercise in a reasonable manner, however, if the parties are unable to reach an agreement as to the amount of any modification in the rates then either party may cancel the Agreement upon 90 day notice to the other party.

Section 52: **Village Performance:** The Village agrees that it shall perform all of its obligations required by this Agreement and comply with all reasonable requests of the Contractor which are made to implement the services which are the subject of this Agreement or which facilitate the intent of this Agreement. Nothing within this Section 53 shall be interpreted to require the Village to expend unreasonable or non-customary resources to comply with the Contractor's requests.

Section 53: **Local Improvements:** The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, recyclables, and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Village or residents. The Village agrees to work with the Contractor to resolve any problems due to construction activity, including assisting the Contractor in finding reasonable alternative routes, as may be necessary.

Section 54: **Litigation:** In the event that litigation should be filed against the Village which contests the right of the Village to award the limited exclusive refuse, recycling and yard waste collection status granted herein, the Contractor shall pay all legal fees and other reasonable and necessary litigation-related costs incurred by the Village in defending the terms of this Agreement. If a trial court should hold that the granting of this limited exclusive right was improper, either party may elect to terminate this Agreement

upon at least 60 days prior written notice. Provided, however, that the termination of the Agreement shall not end the obligation of the Contractor to pay the legal fees and costs of the Village so long as such litigation is continued by any party.

Section 55: **Additional Contractor Commitments:** Upon the mutual agreement of the Parties, the Contractor may provide Electronic Waste collection for Village residents upon terms and for prices to be agreed to by the Parties.

Section 56: **Law to Govern and Venue:** This Agreement shall be governed, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois; the venue for any legal action arising in connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit.

Section 57: **Severability; Interpretation:** The invalidity of one or more of the phrases, sentences, clauses or subsections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Section 58: **Successors and Assigns:** This Agreement shall be binding upon the parties, their successors and assigns.

Section 59: **Independent Contractor:** The Contractor shall be deemed to be an independent contractor, solely responsible for the payment of its employees and the control of its employees and their work. The Contractor is solely responsible for compliance with all applicable Federal, State, and local laws.

Section 60: **Notifications:** Official notifications, whenever required for any purpose under this Agreement, shall be made in writing and addressed to the Village of Oak Brook as follows:

**Village of Oak Brook
Village Manager's Office
1200 Oak Brook Road
Oak Brook, Illinois 60523
(630) 368-5000**

If to the Contractor:

Flood Brothers Disposal Co.
Attn: Michael J. Flood, Municipal Manager
17W609 14th Street
Oakbrook Terrace, Illinois 60181
(630) 261-0400



Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

Section 61: Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

Section 62: Agreement Term: The initial term of this Agreement will be from January 1, 2020 to December 31, 2024. At the expiration of the five (5) year term, an extension of three (3) years can be mutually agreed upon. If such an extension is desired by the Village, the Contractor will be notified no later than 120 days before the expiration of the initial five (5) year term.

Section 63: Entire Agreement: This Agreement sets forth the entire agreement of the Parties with respect to the accomplishment of the Work described in the Agreement and the rates and charges thereof and there are no other understandings or agreements, oral or written, between the Parties with respect to the Work and rates and charges therefore during the term set forth in Section 63 of this Agreement. The Parties acknowledge and agree that the Prior Agreement terminates at the commencement of the term of this Agreement except for those provisions in the Prior Agreement that explicitly survive termination of the Prior Agreement.

IN WITNESS WHEREOF, the Village of Oak Brook has caused this Agreement to be executed by its duly authorized officers; and, the Contractor has executed this Agreement in its authorized corporate capacity this 12TH day of NOVEMBER, 2019.

Vil [Redacted]
M [Redacted]

By [Redacted]
Vil [Redacted]

Attest: [Redacted]
Village Clerk

Flood Brothers Disposal Co.

By: [Redacted]
Authorized Agent

Attest: [Redacted]
Its: [Redacted]



EXHIBITS

Exhibit 1: Acceptable Recyclable Materials

Exhibit 2: Customer Billing Rates

Exhibit 3: Emergency Collections

Exhibit 1

List of Recyclables Accepted

Paper

Newspaper, including inserts
Cardboard boxes
Kraft (brown paper) bags
Magazines, catalogs, and telephone books
Office, computer, notebook and other mixed paper
Chipboard and paperboard
Carrier stock
Junk mail and envelopes

Containers

Glass bottles and jars - clear, brown and green
Aluminum cans, trays and foil
Formed steel containers and cans, including empty aerosol cans, empty paint cans and lids
Aseptic packaging and gable top containers
PET #1 containers
HDPE #2 bottles and jugs
PVC #3 narrow neck containers
LDPE #4 rigid containers
PP #5 rigid containers
7 narrow neck containers
Plastic six and twelve pack rings

Exhibit 2

GENERAL PRICE QUOTATION SHEET – CUSTOMER BILLING

FLAT RATE COLLECTION SERVICES FOR REFUSE AND RECYCLING

VOLUME-BASED YARD WASTE

OPTION	2020	2021	2022	2023	2024
Option A 1x week curb	\$19.35	\$19.74	\$20.13	\$20.64	\$21.25
Option B 2x week curb	\$28.35	\$28.94	\$29.69	\$30.45	\$31.24
Option C 1x week backdoor	\$29.96	\$30.58	\$31.37	\$32.18	\$33.01
Option D 2x week backdoor	\$48.96	\$46.90	\$48.10	\$49.32	\$50.58
YARD STICKERS	\$2.25	\$2.35	\$2.45	\$2.55	\$2.65

Cost per month for toter rental

TOTER RENTAL	2020 (per month)	2021 (per month)	2022 (per month)	2023 (per month)	2024 (per month)
A 32 Gallon Toter	\$1.25	\$1.25	\$1.35	\$1.35	\$1.45
B 64 Gallon Toter	\$1.25	\$1.25	\$1.35	\$1.35	\$1.55
C 96 Gallon Toter	\$1.25	\$1.25	\$1.35	\$1.35	\$1.45

Cost for toter purchase

TOTER SIZE	TOTER PURCHASE
32 Gallon Toter	\$41.50
64 Gallon Toler	\$44.50
96 Gallon Toer	\$50.50

Exhibit 3

Natural Disaster Clean-up

Contractor will provide clean-up activities at an hourly rate plus actual disposal costs, provided that the actual disposal costs do not exceed the then-current published rate utilized at the applicable transfer station. Please list the cost for each year below:

\$ /25.⁰⁰ /per hour

Exhibit 2

GENERAL PRICE QUOTATION SHEET – CUSTOMER BILLING

FLAT RATE COLLECTION SERVICES FOR REFUSE AND RECYCLING

VOLUME-BASED YARD WASTE

OPTION	2025	2026	2027
Option A 1x week curb	\$23.80	\$24.99	\$26.24
Option B 2x week curb	\$34.99	\$36.74	\$38.58
Option C 1x week backdoor	\$36.97	\$38.82	\$40.76
Option D 2x week backdoor	\$56.65	\$59.48	\$62.46
YARD STICKERS	\$3.00	\$3.15	\$3.30

Cost per month for refuse toter rental

TOTER RENTAL	2025 (per month)	2026 (per month)	2027 (per month)
A 32 Gallon Toter	\$1.60	\$1.70	\$1.80
B 64 Gallon Toter	\$1.60	\$1.70	\$1.80
C 96 Gallon Toter	\$1.60	\$1.70	\$1.80

Yard Waste Subscription

TOTER RENTAL	2025 (per season)	2026 (per season)	2027 (per season)
96 Gallon Toter	\$265.00	\$285.00	\$295.00

The cost for the resident to purchase toters:

A) 32 Gallon (or similar size): \$51.50

B) 64 Gallon (or similar size): \$54.50

C) 96 Gallon (or similar size) \$64.50

Natural Disaster Clean-Up

In the event of a natural disaster including events such as tornado, heavy flooding, etc. Flood Bros will work with the Village staff to arrange for special collection(s) to assist in clean-up efforts. Rates listed below will be billed at an hourly rate plus the actual disposal costs, provided that the actual disposal costs do not exceed the disposal rates provided to the Village at the applicable transfer station.

Flood Bros will provide a \$5,000.00 allowance to the Village for this service.

Hourly Rates will be billed at \$195.00 per hour



ITEM 8.A.3.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Award of Contract - 2024 Streets Improvements Project

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$1,713,000.00 is budgeted for Construction Services in account # 461-90700 of the FY2024 Budget.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2221, Authorizing the Award of Contract to K-Five Construction, Inc., Westmont, Illinois, the Lowest Responsible Bidder for the 2024 Streets Improvement Project, based on the unit prices in the attached bid tabulation, for an estimated project cost of \$1,096,863.49.

Background/History:

A solicitation for bids for the 2024 Streets Improvements Project was posted on the Village website and the Daily Herald on Monday, May 20, 2024. Eight (8) bids were sent to vendors, and eight (8) sealed bids were received on Thursday, June 20, 2024, at 10:00 a.m. Thomas Engineering (our consulting engineer) recommends that we award the contract to the lowest responsible bidder who submitted the lowest responsive bid, K-5 Construction Corporation (see attached letter). The staff received and reviewed references and were satisfied.

K-Five Construction	Schroeder Asphalt	Brothers Asphalt Paving	Builders Paving, LLC	R.W. Duntelman Co	Plote Construction	J.A. Johnson	A Lamp Concrete
\$1,096,863.49	\$1,103,462.33	\$1,105,458.61	\$1,148,080.00	\$1,184,500.00	\$1,198,408.53	\$1,287,400.00	\$1,288,940.00

This project consists of pavement rehabilitation for the Village's 2024 Streets Improvements Project. Approximately 3.25 miles of roadway are to be included in this project. It is anticipated that the method of rehabilitation will be patching, milling, and resurfacing with curb and shoulder spot repairs. Curb ramps adjacent to roadways that are rehabilitated shall be reviewed for ADA/PROWAG compliance. If the ramps are non-compliant, they should also be included in the project. The list of roadways to be included are Kensington Rd, Wennes Ct, Adams Rd, Birchwood Rd, Hunt Club Ln, Hunt Club Dr, and Robin Hood Ranch. The project is expected to

begin soon after execution of the contract and be completed by November 1, 2024.

Recommendation:

Staff recommends that the Village Board approves Resolution R-2221, A Resolution Authorizing the Award of Contract to K-Five Construction, Inc., Westmont, Illinois, the Lowest Responsible Bidder for the 2024 Streets Improvement Project, based on the unit prices in the attached bid tabulation, for an estimated project cost of \$1,096,863.49.

Attachments:

1. Bid Tab_All_BLR-12315_2024 Streets Proj_Oak Brook_24-00055-00-RS_06-20-24
2. Bid Proposal Evaluation_2024 Streets Rehab Project_Oak Brook_06-24-24
3. 2024-PW-ENG-IDOT-ST-IMPROV-R-2221
4. 2024StreetImpContractAgenda



Tabulation of Bids - 8 Bidders

Local Public Agency

County

Section Number

Letting Date

Village of Oak Brook (8 Bids Total, Bid Tab Part 1 of 2)

DuPage

24-00055-00-RS

06/20/24

Approved
Engineer's EstimateAttended By
(IDOT Representative(s))

\$1,405,622.29

Bidder's Name	K-Five Construction Corp.	Schroeder Asphalt Services, Inc.	Brothers Asphalt Paving Inc.	Builders Paving, LLC	R.W. Dunteman Co.
Bidder's Address	999 Oakmont Plaza Dr.	P.O. Box 831	315 South Stewart Ave.	4401 Roosevelt Rd.	600 S. Lombard Rd.
City, State, Zip	Westmont, IL 60559	Huntley, IL 60142	Addison, IL 60101	Hillside, IL 60162	Addison, IL 60101
Proposal Guarantee	5%	5%	5%	5%	5%
Terms					

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EARTH EXCAVATION		CU YD	50	\$40.0000	\$2,000.00	\$77.0000	\$3,850.00	\$65.0000	\$3,250.00	\$75.0000	\$3,750.00	\$75.0000	\$3,750.00	\$90.0000	\$4,500.00
2	REM & DISP UNS MATL		CU YD	250	\$45.0000	\$11,250.00	\$20.0000	\$5,000.00	\$45.0000	\$11,250.00	\$40.0000	\$10,000.00	\$45.0000	\$11,250.00	\$65.0000	\$16,250.00
3	POROUS GRAN EMBANK		CU YD	250	\$38.0000	\$9,500.00	\$20.0000	\$5,000.00	\$50.0000	\$12,500.00	\$40.0000	\$10,000.00	\$38.0000	\$9,500.00	\$55.0000	\$13,750.00
4	INLET FILTERS		EACH	86	\$200.0000	\$17,200.00	\$200.0000	\$17,200.00	\$215.0000	\$18,490.00	\$210.0000	\$18,060.00	\$200.0000	\$17,200.00	\$200.0000	\$17,200.00
5	AGG BASE CSE B 4		SQ YD	300	\$6.0000	\$1,800.00	\$11.8500	\$3,555.00	\$7.0000	\$2,100.00	\$8.0000	\$2,400.00	\$8.0000	\$2,400.00	\$15.0000	\$4,500.00
6	BIT MATLS TACK CT		POUND	28643	\$0.0300	\$859.29	\$0.0100	\$286.43	\$0.0100	\$286.43	\$0.2500	\$7,160.75	\$0.0100	\$286.43	\$0.0100	\$286.43
7	MIX CR JTS FLANGEWYS		TON	21	\$250.0000	\$5,250.00	\$50.0000	\$1,050.00	\$250.0000	\$5,250.00	\$400.0000	\$8,400.00	\$600.0000	\$12,600.00	\$340.0000	\$7,140.00
8	HMA SURF REM BUTT JT		SQ YD	303	\$12.0000	\$3,636.00	\$0.0100	\$3.03	\$7.0000	\$2,121.00	\$6.0000	\$1,818.00	\$15.0000	\$4,545.00	\$19.0000	\$5,757.00
9	TEMPORARY RAMP		SQ YD	303	\$12.0000	\$3,636.00	\$0.0100	\$3.03	\$18.0000	\$5,454.00	\$20.0000	\$6,060.00	\$18.0000	\$5,454.00	\$27.0000	\$8,181.00
10	LEVEL BIND MM IL-9.5 N5		TON	1054	\$112.0000	\$118,048.00	\$86.0000	\$90,644.00	\$93.0000	\$98,022.00	\$89.0000	\$93,806.00	\$88.0000	\$92,752.00	\$87.0000	\$91,698.00
11	P HMA BC IL-4.75 N50		TON	728	\$125.0000	\$91,000.00	\$125.0000	\$91,000.00	\$115.0000	\$83,720.00	\$118.0000	\$85,904.00	\$106.0000	\$77,168.00	\$108.0000	\$78,624.00
12	HMA SC IL-9.5 D N50		TON	3564	\$110.0000	\$392,040.00	\$95.0000	\$338,580.00	\$92.0000	\$327,888.00	\$91.5000	\$326,106.00	\$85.0000	\$302,940.00	\$78.0000	\$277,992.00
13	HMA SURF REM 2 1/4		SQ YD	42434	\$4.5000	\$190,953.00	\$4.0000	\$169,736.00	\$2.2500	\$95,476.50	\$2.4000	\$101,841.60	\$3.5500	\$150,640.70	\$3.0000	\$127,302.00
14	PARTIAL DEPTH PATCH		SQ YD	14296	\$2.0000	\$28,592.00	\$0.5000	\$7,148.00	\$2.5000	\$35,740.00	\$1.5000	\$21,444.00	\$2.0000	\$28,592.00	\$5.5000	\$78,628.00
15	PARTIAL DEPTH PATCH		TON	600	\$112.0000	\$67,200.00	\$86.0000	\$51,600.00	\$150.0000	\$90,000.00	\$145.0000	\$87,000.00	\$93.0000	\$55,800.00	\$127.0000	\$76,200.00
16	PAVED SHLD REMOVAL		SQ YD	150	\$6.0000	\$900.00	\$73.6000	\$11,040.00	\$18.0000	\$2,700.00	\$30.0000	\$4,500.00	\$41.0000	\$6,150.00	\$52.0000	\$7,800.00
17	COMB CURB GUTTER R		FOOT	2500	\$6.0000	\$15,000.00	\$12.3500	\$30,875.00	\$6.0000	\$15,000.00	\$6.8200	\$17,050.00	\$7.0000	\$17,500.00	\$9.7500	\$24,375.00
18	CL D PATCH T1 6		SQ YD	250	\$60.0000	\$15,000.00	\$10.0000	\$2,500.00	\$59.0000	\$14,750.00	\$40.0000	\$10,000.00	\$50.0000	\$12,500.00	\$70.0000	\$17,500.00
19	CL D PATCH T2 6		SQ YD	250	\$60.0000	\$15,000.00	\$17.5000	\$4,375.00	\$58.0000	\$14,500.00	\$40.0000	\$10,000.00	\$50.0000	\$12,500.00	\$60.0000	\$15,000.00
20	CL D PATCH T3 6		SQ YD	300	\$65.0000	\$19,500.00	\$17.5000	\$5,250.00	\$56.0000	\$16,800.00	\$40.0000	\$12,000.00	\$50.0000	\$15,000.00	\$55.0000	\$16,500.00
21	CL D PATCH T4 6		SQ YD	300	\$65.0000	\$19,500.00	\$17.5000	\$5,250.00	\$55.0000	\$16,500.00	\$40.0000	\$12,000.00	\$50.0000	\$15,000.00	\$48.0000	\$14,400.00
22	AGGREGATE SHLDS B 6		SQ YD	200	\$25.0000	\$5,000.00	\$20.0000	\$4,000.00	\$20.0000	\$4,000.00	\$12.0000	\$2,400.00	\$20.0000	\$4,000.00	\$36.0000	\$7,200.00
23	AGG WEDGE SHLD TYPE		TON	520	\$65.0000	\$33,800.00	\$25.0000	\$13,000.00	\$45.0000	\$23,400.00	\$35.0000	\$18,200.00	\$50.0000	\$26,000.00	\$39.5000	\$20,540.00
24	PCC SHOULDERS 8		SQ YD	150	\$70.0000	\$10,500.00	\$149.0000	\$22,350.00	\$105.0000	\$15,750.00	\$236.2500	\$35,437.50	\$105.0000	\$15,750.00	\$145.0000	\$21,750.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
25	VV ADJUST		EACH	2	\$700.0000	\$1,400.00	\$1,250.0000	\$2,500.00	\$1,370.0000	\$2,740.00	\$1,313.0000	\$2,626.00	\$1,300.0000	\$2,600.00	\$1,250.0000	\$2,500.00
26	FR & GRATES ADJUST		EACH	3	\$550.0000	\$1,650.00	\$550.0000	\$1,650.00	\$625.0000	\$1,875.00	\$577.0000	\$1,731.00	\$570.0000	\$1,710.00	\$550.0000	\$1,650.00
27	FR & LIDS ADJUST		EACH	3	\$700.0000	\$2,100.00	\$1,250.0000	\$3,750.00	\$1,300.0000	\$3,900.00	\$1,313.0000	\$3,939.00	\$1,300.0000	\$3,900.00	\$1,250.0000	\$3,750.00
28	COMB CC&G TB6.12		FOOT	2500	\$45.0000	\$112,500.00	\$34.1500	\$85,375.00	\$40.0000	\$100,000.00	\$46.2000	\$115,500.00	\$44.0000	\$110,000.00	\$40.0000	\$100,000.00
29	MOBILIZATION		L SUM	1	\$40,000.0000	\$40,000.00	\$65,000.0000	\$65,000.00	\$5,500.0000	\$5,500.00	\$10,000.0000	\$10,000.00	\$66,000.0000	\$66,000.00	\$68,136.3700	\$68,136.37
30	SHORT TERM PAVT MKI		FOOT	2400	\$2.8000	\$6,720.00	\$1.0000	\$2,400.00	\$1.5000	\$3,600.00	\$3.0000	\$7,200.00	\$1.5000	\$3,600.00	\$1.2500	\$3,000.00
31	SHRT TRM PAVT MK RE		SQ FT	680	\$5.0000	\$3,400.00	\$2.0000	\$1,360.00	\$3.0000	\$2,040.00	\$5.0000	\$3,400.00	\$0.0100	\$6.80	\$1.4500	\$986.00
32	THPL PVT MK LTR & SYM		SQ FT	270	\$7.0000	\$1,890.00	\$5.0000	\$1,350.00	\$6.7500	\$1,822.50	\$5.3000	\$1,431.00	\$6.0000	\$1,620.00	\$5.5000	\$1,485.00
33	THPL PVT MK LINE 4		FOOT	17920	\$5.0000	\$89,600.00	\$0.7500	\$13,440.00	\$0.9600	\$17,203.20	\$0.9000	\$16,128.00	\$0.8800	\$15,769.60	\$0.8200	\$14,694.40
34	THPL PVT MK LINE 6		FOOT	486	\$7.0000	\$3,402.00	\$1.0000	\$486.00	\$1.7000	\$826.20	\$1.4100	\$685.26	\$1.5000	\$729.00	\$1.3000	\$631.80
35	THPL PVT MK LINE 12		FOOT	260	\$8.0000	\$2,080.00	\$3.0000	\$780.00	\$3.4500	\$897.00	\$2.6500	\$689.00	\$3.0000	\$780.00	\$2.7500	\$715.00
36	THPL PVT MK LINE 24		FOOT	190	\$10.5000	\$1,995.00	\$5.0000	\$950.00	\$6.7500	\$1,282.50	\$5.3000	\$1,007.00	\$6.0000	\$1,140.00	\$5.5000	\$1,045.00
37	WASHOUT BASIN		L SUM	1	\$5,000.0000	\$5,000.00	\$500.0000	\$500.00	\$2,500.0000	\$2,500.00	\$5,250.0000	\$5,250.00	\$5,000.0000	\$5,000.00	\$750.0000	\$750.00
38	AGGREGATE SHLD REM		CU YD	200	\$10.0000	\$2,000.00	\$0.0100	\$2.00	\$45.0000	\$9,000.00	\$40.0000	\$8,000.00	\$55.0000	\$11,000.00	\$0.0400	\$8.00
39	TC-PROT 701501 SPL		L SUM	1	\$30,000.0000	\$30,000.00	\$13,650.0000	\$13,650.00	\$16,000.0000	\$16,000.00	\$6,016.0000	\$6,016.00	\$12,911.4700	\$12,911.47	\$18,000.0000	\$18,000.00
40	TC-PROT 701606 SPL		L SUM	1	\$5,000.0000	\$5,000.00	\$2,500.0000	\$2,500.00	\$1.0000	\$1.00	\$1.0000	\$1.00	\$100.0000	\$100.00	\$100.0000	\$100.00
41	TC-PROT 701611 SPL		L SUM	1	\$5,000.0000	\$5,000.00	\$2,500.0000	\$2,500.00	\$1.0000	\$1.00	\$1.0000	\$1.00	\$100.0000	\$100.00	\$100.0000	\$100.00
42	DETECTOR LOOP REPLA		FOOT	237	\$33.0000	\$7,821.00	\$25.0000	\$5,925.00	\$28.0000	\$6,636.00	\$26.5000	\$6,280.50	\$25.0000	\$5,925.00	\$25.0000	\$5,925.00
43	PARKWAY RESTORATIO		SQ YD	300	\$13.0000	\$3,900.00	\$25.0000	\$7,500.00	\$35.0000	\$10,500.00	\$27.3000	\$8,190.00	\$13.0000	\$3,900.00	\$20.0000	\$6,000.00
44	MAN LID ADJ RINGS SPL		EACH	6	\$500.0000	\$3,000.00	\$325.0000	\$1,950.00	\$365.0000	\$2,190.00	\$341.0000	\$2,046.00	\$335.0000	\$2,010.00	\$325.0000	\$1,950.00
Total Bid:						As Read:	\$1,096,863.49		\$1,103,462.33		\$1,105,458.61		\$1,148,080.00		\$1,184,500.00	
						As Calculated:	\$1,096,863.49		\$1,103,462.33		\$1,105,458.61		\$1,148,080.00		\$1,184,500.00	
						% Over/Under:	(21.97)%		(21.50)%		(21.35)%		(18.32)%		(15.73)%	



Tabulation of Bids - 8 Bidders

Local Public Agency

Village of Oak Brook (8 Bids Total, Bid Tab Part 2 of 2)

County

DuPage

Section Number

24-00055-00-RS

Letting Date

06/20/24

Approved
Engineer's Estimate

\$1,405,622.29

Attended By
(IDOT Representative(s))

Bidder's Name	Plote Construction Inc.	J.A. Johnson Paving Company	A Lamp Concrete Contractors, Inc.		
Bidder's Address	1100 Brandt Dr.	1025 E. Addison Ct.	1900 Wright Blvd.		
City, State, Zip	Hoffman Estates, IL 601	Arlington Heights, IL 600	Schaumburg, IL 60193		
Proposal Guarantee	5%	5%	5%		
Terms					

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EARTH EXCAVATION		CU YD	50	\$40.0000	\$2,000.00	\$75.0000	\$3,750.00	\$60.0000	\$3,000.00	\$50.0000	\$2,500.00		\$0.00		\$0.00
2	REM & DISP UNS MATL		CU YD	250	\$45.0000	\$11,250.00	\$10.0000	\$2,500.00	\$5.0000	\$1,250.00	\$25.0000	\$6,250.00		\$0.00		\$0.00
3	POROUS GRAN EMBANK		CU YD	250	\$38.0000	\$9,500.00	\$10.0000	\$2,500.00	\$5.0000	\$1,250.00	\$25.0000	\$6,250.00		\$0.00		\$0.00
4	INLET FILTERS		EACH	86	\$200.0000	\$17,200.00	\$125.0000	\$10,750.00	\$200.0000	\$17,200.00	\$15.0000	\$1,290.00		\$0.00		\$0.00
5	AGG BASE CSE B 4		SQ YD	300	\$6.0000	\$1,800.00	\$8.0000	\$2,400.00	\$6.0000	\$1,800.00	\$6.7500	\$2,025.00		\$0.00		\$0.00
6	BIT MATLS TACK CT		POUND	28643	\$0.0300	\$859.29	\$0.0100	\$286.43	\$0.0100	\$286.43	\$0.0100	\$286.43		\$0.00		\$0.00
7	MIX CR JTS FLANGEWYS		TON	21	\$250.0000	\$5,250.00	\$700.0000	\$14,700.00	\$567.0000	\$11,907.00	\$100.0000	\$2,100.00		\$0.00		\$0.00
8	HMA SURF REM BUTT JT		SQ YD	303	\$12.0000	\$3,636.00	\$30.0000	\$9,090.00	\$3.2500	\$984.75	\$24.2500	\$7,347.75		\$0.00		\$0.00
9	TEMPORARY RAMP		SQ YD	303	\$12.0000	\$3,636.00	\$1.0000	\$303.00	\$4.0000	\$1,212.00	\$21.5000	\$6,514.50		\$0.00		\$0.00
10	LEVEL BIND MM IL-9.5 N5		TON	1054	\$112.0000	\$118,048.00	\$90.0000	\$94,860.00	\$106.0000	\$111,724.00	\$100.0000	\$105,400.00		\$0.00		\$0.00
11	P HMA BC IL-4.75 N50		TON	728	\$125.0000	\$91,000.00	\$124.0000	\$90,272.00	\$123.0000	\$89,544.00	\$131.0000	\$95,368.00		\$0.00		\$0.00
12	HMA SC IL-9.5 D N50		TON	3564	\$110.0000	\$392,040.00	\$89.0000	\$317,196.00	\$95.0000	\$338,580.00	\$96.0000	\$342,144.00		\$0.00		\$0.00
13	HMA SURF REM 2 1/4		SQ YD	42434	\$4.5000	\$190,953.00	\$3.4500	\$146,397.30	\$3.2500	\$137,910.50	\$2.7500	\$116,693.50		\$0.00		\$0.00
14	PARTIAL DEPTH PATCH		SQ YD	14296	\$2.0000	\$28,592.00	\$1.1000	\$15,725.60	\$1.0000	\$14,296.00	\$1.8000	\$25,732.80		\$0.00		\$0.00
15	PARTIAL DEPTH PATCH		TON	600	\$112.0000	\$67,200.00	\$90.0000	\$54,000.00	\$10.0000	\$6,000.00	\$103.0000	\$61,800.00		\$0.00		\$0.00
16	PAVED SHLD REMOVAL		SQ YD	150	\$6.0000	\$900.00	\$32.0000	\$4,800.00	\$15.0000	\$2,250.00	\$14.5000	\$2,175.00		\$0.00		\$0.00
17	COMB CURB GUTTER R		FOOT	2500	\$6.0000	\$15,000.00	\$7.0000	\$17,500.00	\$10.0000	\$25,000.00	\$5.7500	\$14,375.00		\$0.00		\$0.00
18	CL D PATCH T1 6		SQ YD	250	\$60.0000	\$15,000.00	\$50.0000	\$12,500.00	\$70.0000	\$17,500.00	\$40.0000	\$10,000.00		\$0.00		\$0.00
19	CL D PATCH T2 6		SQ YD	250	\$60.0000	\$15,000.00	\$80.0000	\$20,000.00	\$65.0000	\$16,250.00	\$40.0000	\$10,000.00		\$0.00		\$0.00
20	CL D PATCH T3 6		SQ YD	300	\$65.0000	\$19,500.00	\$75.0000	\$22,500.00	\$55.0000	\$16,500.00	\$30.0000	\$9,000.00		\$0.00		\$0.00
21	CL D PATCH T4 6		SQ YD	300	\$65.0000	\$19,500.00	\$75.0000	\$22,500.00	\$50.0000	\$15,000.00	\$30.0000	\$9,000.00		\$0.00		\$0.00
22	AGGREGATE SHLDS B 6		SQ YD	200	\$25.0000	\$5,000.00	\$39.0000	\$7,800.00	\$36.0000	\$7,200.00	\$12.0000	\$2,400.00		\$0.00		\$0.00
23	AGG WEDGE SHLD TYPE		TON	520	\$65.0000	\$33,800.00	\$50.0000	\$26,000.00	\$60.0000	\$31,200.00	\$32.5000	\$16,900.00		\$0.00		\$0.00
24	PCC SHOULDERS 8		SQ YD	150	\$70.0000	\$10,500.00	\$235.0000	\$35,250.00	\$110.0000	\$16,500.00	\$110.0000	\$16,500.00		\$0.00		\$0.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
25	VV ADJUST		EACH	2	\$700.0000	\$1,400.00	\$1,250.0000	\$2,500.00	\$1,250.0000	\$2,500.00	\$525.0000	\$1,050.00		\$0.00		\$0.00
26	FR & GRATES ADJUST		EACH	3	\$550.0000	\$1,650.00	\$550.0000	\$1,650.00	\$550.0000	\$1,650.00	\$425.0000	\$1,275.00		\$0.00		\$0.00
27	FR & LIDS ADJUST		EACH	3	\$700.0000	\$2,100.00	\$1,250.0000	\$3,750.00	\$1,250.0000	\$3,750.00	\$575.0000	\$1,725.00		\$0.00		\$0.00
28	COMB CC&G TB6.12		FOOT	2500	\$45.0000	\$112,500.00	\$47.0000	\$117,500.00	\$58.0000	\$145,000.00	\$36.0000	\$90,000.00		\$0.00		\$0.00
29	MOBILIZATION		L SUM	1	\$40,000.0000	\$40,000.00	\$70,000.0000	\$70,000.00	\$77,244.0000	\$77,244.00	\$77,300.0000	\$77,300.00		\$0.00		\$0.00
30	SHORT TERM PAVT MKI		FOOT	2400	\$2.8000	\$6,720.00	\$1.6000	\$3,840.00	\$0.0100	\$24.00	\$0.0100	\$24.00		\$0.00		\$0.00
31	SHRT TRM PAVT MK RE		SQ FT	680	\$5.0000	\$3,400.00	\$6.5000	\$4,420.00	\$0.0100	\$6.80	\$0.0100	\$6.80		\$0.00		\$0.00
32	THPL PVT MK LTR & SYM		SQ FT	270	\$7.0000	\$1,890.00	\$5.5000	\$1,485.00	\$5.0000	\$1,350.00	\$5.0000	\$1,350.00		\$0.00		\$0.00
33	THPL PVT MK LINE 4		FOOT	17920	\$5.0000	\$89,600.00	\$0.8200	\$14,694.40	\$1.4300	\$25,625.60	\$0.7500	\$13,440.00		\$0.00		\$0.00
34	THPL PVT MK LINE 6		FOOT	486	\$7.0000	\$3,402.00	\$1.3000	\$631.80	\$2.2200	\$1,078.92	\$1.0000	\$486.00		\$0.00		\$0.00
35	THPL PVT MK LINE 12		FOOT	260	\$8.0000	\$2,080.00	\$2.7500	\$715.00	\$4.4300	\$1,151.80	\$3.0000	\$780.00		\$0.00		\$0.00
36	THPL PVT MK LINE 24		FOOT	190	\$10.5000	\$1,995.00	\$5.5000	\$1,045.00	\$8.8700	\$1,685.30	\$5.0000	\$950.00		\$0.00		\$0.00
37	WASHOUT BASIN		L SUM	1	\$5,000.0000	\$5,000.00	\$5,000.0000	\$5,000.00	\$1,000.0000	\$1,000.00	\$1,000.0000	\$1,000.00		\$0.00		\$0.00
38	AGGREGATE SHLD REM		CU YD	200	\$10.0000	\$2,000.00	\$34.0000	\$6,800.00	\$45.0000	\$9,000.00	\$50.0000	\$10,000.00		\$0.00		\$0.00
39	TC-PROT 701501 SPL		L SUM	1	\$30,000.0000	\$30,000.00	\$18,000.0000	\$18,000.00	\$119,563.9000	\$119,563.90	\$197,250.0000	\$197,250.00		\$0.00		\$0.00
40	TC-PROT 701606 SPL		L SUM	1	\$5,000.0000	\$5,000.00	\$1.0000	\$1.00	\$100.0000	\$100.00	\$1.0000	\$1.00		\$0.00		\$0.00
41	TC-PROT 701611 SPL		L SUM	1	\$5,000.0000	\$5,000.00	\$1.0000	\$1.00	\$100.0000	\$100.00	\$1.0000	\$1.00		\$0.00		\$0.00
42	DETECTOR LOOP REPLA		FOOT	237	\$33.0000	\$7,821.00	\$25.0000	\$5,925.00	\$25.0000	\$5,925.00	\$50.0000	\$11,850.00		\$0.00		\$0.00
43	PARKWAY RESTORATIO		SQ YD	300	\$13.0000	\$3,900.00	\$18.0000	\$5,400.00	\$16.0000	\$4,800.00	\$22.0000	\$6,600.00		\$0.00		\$0.00
44	MAN LID ADJ RINGS SPL		EACH	6	\$500.0000	\$3,000.00	\$245.0000	\$1,470.00	\$250.0000	\$1,500.00	\$300.0000	\$1,800.00		\$0.00		\$0.00
Total Bid:						As Read:	\$1,198,408.53		\$1,287,400.00		\$1,288,940.78					
						As Calculated:	\$1,198,408.53		\$1,287,400.00		\$1,288,940.78		\$0.00		\$0.00	
						% Over/Under:	(14.74)%		(8.41)%		(8.30)%					

June 24, 2024

Mr. Timothy O'Malley, BBA,
Public Works Director
Village of Oak Brook
3003 Jorie Boulevard
Oak Brook, IL 60523



2625 butterfield road
suite 209w
oak brook, illinois 60523

Re: 2024 Streets Rehabilitation Project
IDOT District One Section No. 24-00055-00-RS
Bid Analysis and Award Recommendation

Dear Mr. O'Malley:

Thomas Engineering Group, LLC (TEG) prepares this memo to recommend a qualified vendor for performing contractual roadway rehabilitation services for the Village of Oak Brook's (Village) 2024 Streets Rehabilitation Project (Project).

On Thursday, June 20, 2024, the Village received a total of eight (8) competitive bid proposals from interested contractors. All bids received were publicly opened and read aloud. K-Five Construction Corp. (K-Five), from Westmont, IL, submitted the lowest bid proposal in the amount of \$1,096,863.49. The second lowest bid proposal, submitted by Schroeder Asphalt Services, Inc., was \$1,103,462.33, or \$6,598.84 higher than K-Five's bid. The engineer's estimate of probable cost was \$1,405,622.29.

A Bid Tabulation worksheet (attached) was developed for evaluation of the bid values submitted at the bid opening. TEG's evaluation of bids included consideration of bid proposal completeness, line item prices, and total cost.

TEG has worked with K-Five in the past on many local municipality projects, and they have performed work similar to the project's scope and have the necessary equipment and qualified personnel to perform the required services to industry and state standards.

Based on this full evaluation and the attached Bid Tabulation, we believe that K-Five submitted the lowest responsible bid, and they meet and possess the technical requirements of the contract. Therefore, we hereby recommend that a contract be awarded to K-Five Construction Corp in the amount of \$1,096,863.49.

If you have any questions or comments, please feel free to call me at (815) 210-6089 or e-mail at dougmm@thomas-engineering.com.

Sincerely,
thomas engineering group, llc



Douglas M. Masters
Municipal Operations Supervisor

Attachments



THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-ENG-IDOT-ST-IMPROV-R-2221

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST
RESPONSIBLE BIDDER FOR THE 2024 STREETS
IMPROVEMENT PROJECT, K-FIVE CONSTRUCTION, INC.

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 16th day of July 2024

RESOLUTION NO. 2024-PW-ENG-IDOT-ST-IMPROV-R-2221

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT TO THE LOWEST RESPONSIBLE BIDDER
FOR THE 2024 STREETS IMPROVEMENT PROJECT, K-FIVE CONSTRUCTION, INC.

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the Village President and Board of Trustees (collectively, the "Corporate Authorities") may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, the scope of the 2024 Streets Improvement Project (the "Project") consists of, but is not limited to, pavement rehabilitation of approximately 3.25 miles of roadway;

WHEREAS, a solicitation for bids for the Project was posted on the Village website, published in the newspaper, and provided to eight (8) companies on Monday, May 20, 2024;

WHEREAS, of the eight (8) sealed bids that were received and publicly opened on Thursday, June 20, 2024, Staff recommends the Corporate Authorities to award the contract for the Project to K-FIVE CONSTRUCTION, Inc., the lowest responsible bidder, who submitted a bid in the amount of \$1,096,863.49, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Award of Contract

The Corporate Authorities hereby awards the contract for the Project to K-FIVE CONSTRUCTION, Inc., the lowest responsible bidder, who submitted a bid in the amount of \$1,096,863.49, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village attorney and the officials of the Village

executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Agreement.

Section Six - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 16th day of July 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 16th day of July 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

PW

Awarded Contract Price:

\$1,096,863.49

Type of Contract:

Construction

Program/Account Number:

461-90700

Budgeted Amount:

\$1,713,000.00

CONTRACT AMOUNT

☐ Under \$20,000

☐ \$500,001 - \$1,000,000

☐ \$20,000 - \$500,000

☒ Over \$1,000,000

NOTES

2024 Streets Improvements Contract

DEPARTMENT DIRECTOR SIGNATURE

Name:

Pamela O'Malley

Date:

6/27/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

7/10/24

APPROVED BY VILLAGE MANAGER

Name:

Date:

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

7/10/24

☐ Three (3) Originals signed by other party

Date/Initials _____

☐ Original provided to staff member for other party

Date/Initials _____

☐ Original provided to Official Files

Date/Initials _____

Village of Oak Brook | Approved by Board of Trustees - Date/Initials: _____



Contractor's Name

K-Five Construction Corp.

Contractor's Address

999 Oakmont Plaza Dr.

City

Westmont

State

IL

Zip Code

60559

STATE OF ILLINOIS

Local Public Agency

Village of Oak Brook

County

DuPage

Section Number

24-00055-00-RS

Street Name/Road Name

Various Streets

Type of Funds

RBI and 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

Public Works Director

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Oak Brook	Various Streets	DuPage	24-00055-00-RS

1. THIS AGREEMENT, made and concluded the day of July 2024 between the Village of Oak Brook, known as the party of the first part, and K-Five Construction Corp., 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 24-00055-00-RS in Village of Oak Brook, approved by the Illinois Department of Transportation on 05/23/24, 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 Oak Brook
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

K-Five Construction Corp.

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)





**Illinois Department
of Transportation**

Bond No. 30223592

Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Oak Brook	DuPage	Various Streets	24-00055-00-RS

Bond information to be returned to Local Public Agency at 1200 Oak Brook Road, Oak Brook, IL 60523

Complete Address

We, K-Five Construction Corp., 999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559

Contractor's Name and Address

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

Continental Casualty Company, 151 N. Franklin Street, Chicago, IL 60606

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of One Million Nine Hundred Six Thousand Eight Hundred Sixty Three and 49/100

Dollars (\$1,906,863.49) 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 16th day of July, 2024 .
Day Month and Year

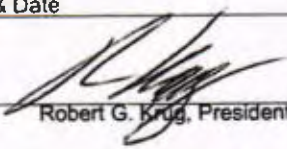
PRINCIPAL

Company Name

K-Five Construction Corp.

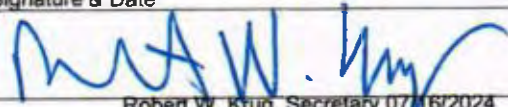
By

Signature & Date


Robert G. Krug, President 07/16/2024

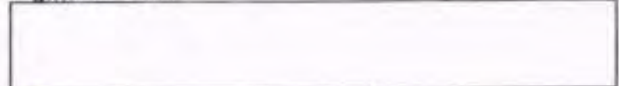
Attest

Signature & Date


Robert W. Krug, Secretary 07/16/2024



Signature & Date



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

STATE OF IL

COUNTY OF DuPage

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

Robert G. Krug and Robert W. Krug

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 16th day of July, 2024.
Day Month, Year



Notary Public Signature & Date

Elizabeth Grogan 7/1/24

Date commission expires 7/29/24

SURETY

Name of Surety

Continental Casualty Company

Title

By:

Kimberly R. Holmes, Attorney-In-Fact

STATE OF IL

COUNTY OF

I, SEE ATTACHED JURAT, a Notary Public in and for said county, do hereby certify that

Notary Name

SEE ATTACHED JURAT

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

SEE ATTACHED JURAT

Date commission expires _____

Approved this _____ day of July 2024
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Local Public Agency Type

Clerk

Awarding Authority

Village of Oak Brook

Awarding Authority Signature & Date

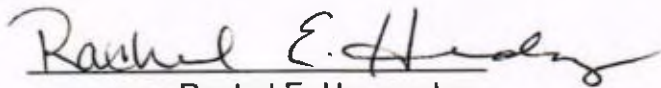
ss

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Rachel E. Hernandez Notary Public of DuPage County, in the State of Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Continental Casualty Company 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 she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said County, this 16th day of July A.D., 2024.



(Notary Public) Rachel E. Hernandez

My Commission expires: 03/11/2028

Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William Cahill, Kimberly Sawicki, Karen A Ryan, Kimberly R Holmes, Leigh Ann Francis, Ann Marie Waters, Richard A Freebourn Jr, Brent R Wagner, Rachel EHernandez, Individually

of Naperville, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

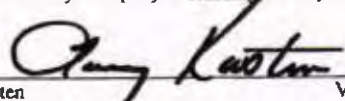
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 17th day of December, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

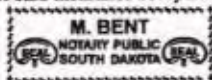

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 17th day of December, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



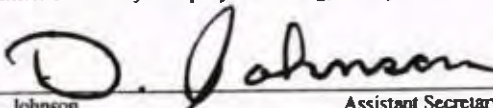

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of July, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

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

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

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



COVER SHEET

Proposal Submitted By:

Contractor's Name

K-Five Construction Corporation

Contractor's Address

999 Oakmont Plaza Drive, Ste. 200

City

Westmont

State

IL

Zip Code

60559

STATE OF ILLINOIS

Local Public Agency

Village of Oak Brook

County

DuPage

Section Number

24-00055-00-RS

Route(s) (Street/Road Name)

Various Streets

Type of Funds

RBI and 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

Timothy Mally 05/20/24

Official Title

Public Works Director

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Jose Rios/MK 5/23/2024

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 Oak Brook	DuPage	24-00055-00-RS	Various Streets

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Purchasing and Budgeting
 1200 Oak Brook Road, Oak Brook, IL 60523 until 10:00 AM on 06/20/24
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Samuel E. Dean Board Room
 1200 Oak Brook Road, Oak Brook, IL 60523 at 10:00 AM on 06/20/24
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Various streets within the Village of Oak Brook	2.80 mi (14784 FT)

Proposed Improvement

In general, the project includes resurfacing existing asphalt roadways mainly located within residential subdivisions. Work includes, but is not limited to pavement surface removal, intermittent curb and gutter removal and replacement, full-depth pavement patching, aggregate shoulders, resurfacing with hot-mix asphalt level binder and surface courses, landscape restoration, pavement markings, traffic control and protection, and all incidental and collateral work necessary to complete the project as shown on the Plans.

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

At the Butler Government Center, 1200 Oak Brook Road, Oak Brook, IL 60523, for a cost of \$50.00. Payment must be in cash or check. Credit cards will not be accepted.

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 Oak Brook	DuPage	24-00055-00-RS	Various Streets

PROPOSAL

1. Proposal of K-Five Construction Corporation
Contractor's Name
999 Oakmont Plaza Drive, Ste. 200, Westmont, IL 60559
Contractor's Address
2. The plans for the proposed work are those prepared by Thomas Engineering Group, LLC
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 11/01/24 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village _____ Treasurer of Oak Brook _____
The amount of the check is 5% of the 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 24-00055-00-RS

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Oak Brook	DuPage	24-00055-00-RS	Various Streets

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.



Contractor's Name

K-Five Construction Corporation

Contractor's Address

999 Oakmont Plaza Drive, Ste. 200

City

Westmont

State

IL

Zip Code

60559

Local Public Agency

Village of Oak Brook

County

DuPage

Section Number

24-00055-00-RS

Route(s) (Street/Road Name)

Various Streets

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	EARTH EXCAVATION	CU YD	50	\$77.00	\$3,850.00
2	REM & DISP UNS MATL	CU YD	250	\$20.00	\$5,000.00
3	POROUS GRAN EMBANK	CU YD	250	\$20.00	\$5,000.00
4	INLET FILTERS	EACH	86	\$200.00	\$17,200.00
5	AGG BASE CSE B 4	SQ YD	300	\$11.85	\$3,555.00
6	BIT MATLS TACK CT	POUND	28,643	\$0.01	\$286.43
7	MIX CR JTS FLANGWYS	TON	21	\$50.00	\$1,050.00
8	HMA SURF REM BUTT JT	SQ YD	303	\$0.01	\$3.03
9	TEMPORARY RAMP	SQ YD	303	\$0.01	\$3.03
10	LEVEL BIND MM IL-9.5 N50	TON	1,054	\$86.00	\$90,644.00
11	P HMA BC IL-4.75 N50	TON	728	\$125.00	\$91,000.00
12	HMA SC IL-9.5 D N50	TON	3,564	\$95.00	\$338,580.00
13	HMA SURF REM 2 1/4	SQ YD	42,434	\$4.00	\$169,736.00
14	PARTIAL DEPTH PATCH SPL	SQ YD	14,296	\$0.50	\$7,148.00
15	PARTIAL DEPTH PATCH	TON	600	\$86.00	\$51,600.00
16	PAVED SHLD REMOVAL	SQ YD	150	\$73.60	\$11,040.00
17	COMB CURB GUTTER REM	FOOT	2,500	\$12.35	\$30,875.00
18	CL D PATCH T1 6	SQ YD	250	\$10.00	\$2,500.00
19	CL D PATCH T2 6	SQ YD	250	\$17.50	\$4,375.00
20	CL D PATCH T3 6	SQ YD	300	\$17.50	\$5,250.00
21	CL D PATCH T4 6	SQ YD	300	\$17.50	\$5,250.00
22	AGGREGATE SHLDS B 6	SQ YD	200	\$20.00	\$4,000.00
23	AGG WEDGE SHLD TYPE B	TON	520	\$25.00	\$13,000.00
24	PCC SHOULDERS 8	SQ YD	150	\$149.00	\$22,350.00

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
Village of Oak Brook		DuPage	24-00055-00-RS		Various Streets
Item Number	Items	Unit	Quantity	Unit Price	Total
25	VV ADJUST	EACH	2	\$1,250.00	\$2,500.00
26	FR & GRATES ADJUST	EACH	3	\$550.00	\$1,650.00
27	FR & LIDS ADJUST	EACH	3	\$1,250.00	\$3,750.00
28	COMB CC&G TB6.12	FOOT	2,500	\$34.15	\$85,375.00
29	MOBILIZATION	L SUM	1	\$65,000.00	\$65,000.00
30	SHORT TERM PAVT MKING	FOOT	2,400	\$1.00	\$2,400.00
31	SHRT TRM PAVT MK REM	SQ FT	680	\$2.00	\$1,360.00
32	THPL PVT MK LTR & SYM	SQ FT	270	\$5.00	\$1,350.00
33	THPL PVT MK LINE 4	FOOT	17,920	\$0.75	\$13,440.00
34	THPL PVT MK LINE 6	FOOT	486	\$1.00	\$486.00
35	THPL PVT MK LINE 12	FOOT	260	\$3.00	\$780.00
36	THPL PVT MK LINE 24	FOOT	190	\$5.00	\$950.00
37	WASHOUT BASIN	L SUM	1	\$500.00	\$500.00
38	AGGREGATE SHLD REMOVL	CU YD	200	\$0.01	\$2.00
39	TC-PROT 701501 SPL	L SUM	1	\$13,650.00	\$13,650.00
40	TC-PROT 701606 SPL	L SUM	1	\$2,500.00	\$2,500.00
41	TC-PROT 701611 SPL	L SUM	1	\$2,500.00	\$2,500.00
42	DETECTOR LOOP REPLACE	FOOT	237	\$25.00	\$5,925.00
43	PARKWAY RESTORATION	SQ YD	300	\$25.00	\$7,500.00
44	MAN LID ADJ RINGS SPL	EACH	6	\$325.00	\$1,950.00
Bidder's Total Proposal					\$1,096,863.49

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Oak Brook	DuPage	24-00055-00-RS	Various Streets

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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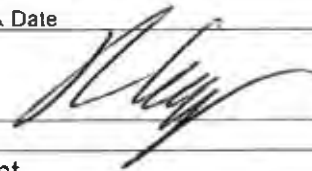
(If a corporation)



Corporate Name

K-Five Construction Corporation

Signature & Date


--

Title

President

Business Address

999 Oakmont Plaza Drive, Ste. 200

City

State

Zip Code

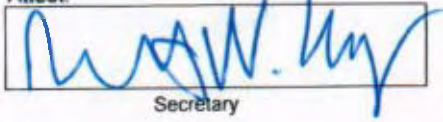
Westmont	IL	60559
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Insert Names of Officers

President

Robert G. Krug

Attest:


Secretary

Secretary

Robert W. Krug

Treasurer

Josephine Krug



**Illinois Department
of Transportation**

**Local Public Agency
Proposal Bid Bond**

Local Public Agency	County	Section Number
Village of Oak Brook	DuPage	24-00055-00-RS

WE, K-Five Construction Corporation as PRINCIPAL, and
Continental Casualty Company as SURETY, are held jointly,
severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid
price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this
instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their
respective officers this 20th of June, 2024
Day Month and Year

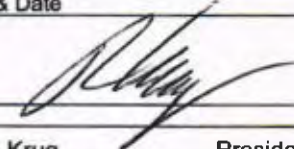
Principal

Company Name

K-Five Construction Corporation

Signature & Date

By:


6/20/2024
Title
Robert G. Krug President

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

Surety

Name of Surety

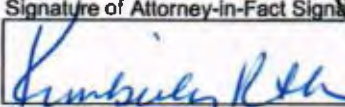
Continental Casualty Company

Company Name

Continental Casualty Company

Signature & Date

By:


June 20, 2024
Signature of Attorney-in-Fact Signature & Date
Kimberly R. Holmes

STATE OF Illinois

COUNTY OF DuPage

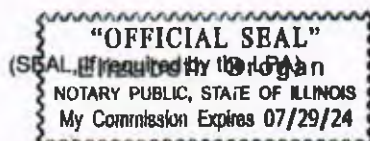
I Elizabeth Grogan
Robert G. Krug

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

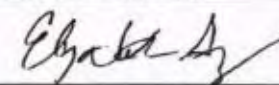
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 20th day of June, 2024
Day Month and Year



Notary Public Signature & Date


6/20/24
Date commission expires 7/29/24

Local Public Agency	County	Section Number
Village of Oak Brook	DuPage	24-00055-00-RS

ELECTRONIC BID BOND

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

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

Electronic Bid Bond ID Code

[illegible]**Company/Bidder Name**

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

Signature & Date

Title

--

ss

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Ann Marie Waters Notary Public of COOK County, in the State of

Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the

Continental Casualty Company

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 she signed, sealed and delivered said instrument, for and

on behalf of the Continental Casualty Company

for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of

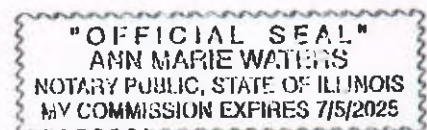
Naperville in said County, this 20th day of JUNE A.D., 20 24

Ann Marie Waters

(Notary Public) Ann Marie Waters

My Commission expires: 07/05/2025

Notary Seal:



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kimberly R. Holmes, Individually
of Naperville, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: K-Five Construction Corporation
Obligee: Village of Oak Brook

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of January, 2024



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of January, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 20th day of June, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective"

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

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

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

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



999 Oakmont Plaza Drive • Suite 200 • Westmont, IL 60559
(630) 257-5600 Fax (630) 257-6788
www.k-five.net

May 7, 2024

RE: Affidavit of Availability

To Whom It May Concern:

Per the attached "Rules for Prequalification of Contractors and Issuance of Plans and Proposals" as published by the Illinois Department of Transportation ('IDOT'), Section 650.310 Item (d) K-Five Construction Corporation hereby requests to forgo the filing of an "Affidavit of Availability" based upon the "Super Unlimited" financial rating (d1) and "Unlimited" HMA Plant Mix rating (d2) as shown on the attached "Certificate of Eligibility."

This method of substitution for the "Affidavit of Availability" has been approved by IDOT's Prequalification Engineer and has been accepted by IDOT for contract Lettings. The Unit Chief of Prequalification Services in IDOT's (Springfield) Bureau of Construction is Frank Lowry. If there are any questions, he can be reached at (217) 782-3413.

Sincerely,
K-Five Construction Corporation

A handwritten signature in blue ink, appearing to read 'Nick Eller', is written over the typed name.

Nick Eller
Senior Estimator



Illinois Department of Transportation

**RULES FOR
PREQUALIFICATION OF CONTRACTORS,
AUTHORIZATION TO BID,
AND
SUBCONTRACTOR REGISTRATION**

44 IL. ADM.CODE SEC. 650

ADOPTED JULY 2, 1994

AMENDED May 8, 2008

- c) All remaining work categories are calculated by the secondary formula.
 $WR = PF \times CP \times 1.2$ (Secondary Formula)
- d) The secondary formula does not utilize an equipment factor because of the immeasurable productive capacity of the equipment or plant facility; however, equipment must be owned by or leased to the applicant. See Section 650. Appendix A of this Part for a listing of equipment or plant facilities. The secondary formula includes a factor of 1.2 to provide a margin for growth.
- e) An applicant's capacity to perform may exceed the calculated equipment factor. This can occur by good management, efficiency and additional hours of work. When this occurs, the primary and advanced formulas will be replaced by the secondary formula.
- f) The work rating in any given category may not exceed the financial rating of the applicant.
- g) A work rating may be designated as "Illinois Work Only." This work rating indicates the dollar value of work which the applicant's own forces can perform within the State of Illinois in one construction season. This rating will be established by the Department if the applicant does work in more than one state or outside the continental United States and it would be impractical to verify all outstanding work.
- h) Prior to any consideration for establishing a work rating value, the applicant shall provide a list of all technical, supervisory and key personnel who would manage a project awarded by the Department. This list should include the individual's job title and number of years of construction experience. The Department may also require the submittal of resumes of the above individuals. Applicants prequalifying with the Department for the first time shall be required to submit resumes. Insufficient personnel may be justification for a reduction in the rating of a work category as determined by the primary, advanced or secondary formula. Hiring of additional personnel may be justification for an increase in the rating of a work category. Applicants without experienced personnel for a requested work category may be denied the rating.
- i) **Methods to Improve a Work Rating**
 - 1) Hiring of additional personnel.
 - 2) Purchase, lease or rental of additional equipment.
 - 3) Completion of additional work.
- j) A contractor may request additional rating in a work category at any time during the prequalification period by submitting a revised application or supplemental information.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

SUBPART B: AUTHORIZATION TO BID

Section 650.290 Advertising for Bids

The procedures for procuring contracts are set out in the Department's rules for contract procurement found at 44 Ill. Adm. Code 660. The procedures of this Subpart B govern the granting of authority to bid on contracts advertised for bids in the Transportation Bulletin in accordance with the Department's rules for contract procurement.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

Section 650.300 Request for Authorization to Bid or Not for Bid Status

A Request for Authorization to Bid or Not for Bid Status (Form BD-124 INT) is published with the Transportation Bulletin. The Form BD-124 INT shall be used by contractors to request proposals and plans

on CD-ROM and to request formal authorization to bid on contracts advertised in the Transportation Bulletin. Anyone may obtain proposal forms and plans regardless of prequalification status. An Authorization to Bid must be granted in accordance with this Part before a prequalified contractor may submit a bid.

(Source: Amended at 30 Ill. Reg. 16373, effective October 10, 2006)

Section 650.310 Affidavit of Availability

- a) An Affidavit of Availability (Form BC-57) is attached to the Transportation Bulletin and must be submitted with a request for Authorizations to Bid. It is a sworn statement concerning the contractor's present and pending contract commitments. The contractor shall not omit or misrepresent its work outstanding. When the contractor has uncompleted or pending work as a party of a joint venture, the contractor's responsible portion of the work shall be shown. The affidavit shall be signed by an officer or director of a corporate contractor, and otherwise, an owner shall sign. The affidavit is not required when Authorization to Bid is not being requested. The affidavit shall include:
- 1) The amount of all uncompleted work, by type, either as a principal or subcontractor together with the name of the agency under whose jurisdiction the work is being performed. All uncompleted work shall be based upon the engineer's or owner's most recent estimate.
 - 2) The commitment of equipment and personnel on a payroll or rental basis even though no formal contract exists.
 - 3) All work on which the contractor is the low bidder and which has not yet been awarded.
 - 4) A listing of all subcontractors and the value of work sublet.
- b) Prospective bidders shall notify the Department within two working days of any low bids pending award or contracts awarded after submission of the affidavit.
- c) Facsimiles of the affidavit will be accepted for analysis purposes. Authorization to Bid will not be issued without a correct, signed and notarized original affidavit in the Department's Central Bureau of Construction's possession by the cut-off date specified in the Transportation Bulletin.
- d) A contractor may request to forego filing an affidavit if it has a financial rating at either of the following levels. The Prequalification Section will grant such a request provided the contractor's existing contracts with the Department are not behind approved contract progress schedules and provided the most recent performance evaluation rating is not less than 6.0 in the performance factor calculation. (See Section 650.240 of this Part.)
- 1) A financial rating of \$300 million.
 - 2) A financial rating of at least \$150 million or a Department calculated net worth of at least \$40 million, either in conjunction with two or more work ratings calculated to equal or exceed \$50 million each.

(Source: Amended at 24 Ill. Reg. 18775, effective December 7, 2000)

Section 650.315 Disclosure of Other Procurement Relationships

- a) Section 50-35(h) of the Illinois Procurement Code [30 ILCS 500/50-35(h)] requires that all bids of more than \$10,000 be accompanied by disclosure of all current or pending contracts, proposals, leases, or other ongoing procurement relationships the contractor has with any other unit of State government. This disclosure is required in addition to the financial interest disclosure provided at Section 650.80(d) of this Part.



**Illinois Department
of Transportation**

Certificate of Eligibility

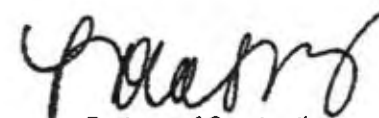
K-Five Construction Corporation
999 Oakmont Plaza Drive Suite 200 WESTMONT, IL 60559

Contractor No 3069

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

001	EARTHWORK	\$8,500,000
002	PCC PAVING	Unlimited
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$3,150,000
017	CONCRETE CONSTRUCTION	\$44,550,000
031	PAVT. TEXTUR. & SURF. REM.	\$4,825,000
032	COLD MILL, PLAN. & ROTOMILL	\$10,025,000
034	DEMOLITION	\$2,300,000
08A	AGGREGATE BASES & SURF. (A)	\$9,175,000
09A	HIGHWAY STRUCTURES	\$4,175,000
15A	COVER & SEAL COATS (A)	\$500,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/12/2024 TO 6/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 6/12/2024.


Engineer of Construction



Illinois Department of Transportation

Affidavit of Availability

For the Letting of 06/20/24



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

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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

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

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

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

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

Notary

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

Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this ____ day of _____, ____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



Illinois Department of Transportation

Affidavit of Availability For the Letting of 06/20/24

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

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Estimated Completion Date						
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Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
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Totals						

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Part III. Work Subcontracted to Others.

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

	2	3	4	Awards Pending	1
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Officer or Director

Title

Signature

Date

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Address

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Zip Code

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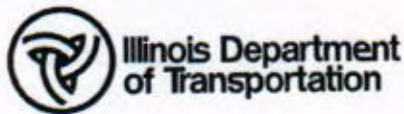
this ____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



Affidavit of Availability

For the Letting of 06/20/24

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

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Fencing						
Guardrail						
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Signing						
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Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

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Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this ____ day of _____, ____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



Illinois Department of Transportation

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

Affidavit of Availability

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State

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(Signature of Notary Public)

My commission expires _____

(Notary Seal)

☐ Add pages for additional contracts



**Illinois Department
of Transportation**

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Bureau of Construction
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Officer or Director

Title

Signature

Date

Company

Address

City

State

Zip Code

Subscribed and sworn to before me

this _____ day of _____, _____

(Signature of Notary Public)

My commission expires _____

(Notary Seal)



Illinois Department of Transportation

Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Oak Brook	DuPage	Various Streets	24-00055-00-RS

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.

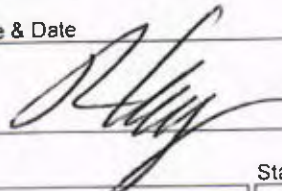
Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility 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.

Striping & Traffic Control: Teamsters 673; Curb & Gutter, Flatwork: Cement Masons 11, 502; Laborers 76; Sewer: Laborers 76, Operating Engineers 150, Teamsters 673; Electrical: Electricians 9, 196, 701; Landscaping: Operating Engineers 150; Crack Control: National Allied Workers 831; Guardian/Fence: Ironworkers 63

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 one of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be taking or that it will take applications for apprenticeship, training or employment during the performance of the work of the contract or deliver and install proposal.

Bidder	Signature & Date	
K-Five Construction Corporation		
Title		
President		
Address	City	State Zip Code
999 Oakmont Plaza Drive, Ste. 200	Westmont	IL 60559





**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Oak Brook	DuPage	Various Streets	24-00055-00-RS

I, Robert G. Krug of Westmont Illinois
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows

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



Signature & Date

Print Name of Affiant

Robert G. Krug

Notary Public

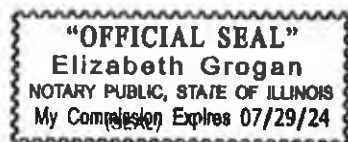
State of IL

County DuPage

Signed (or subscribed or attested) before me on 6/20/24 by
(date)

Robert G. Krug, authorized agent(s) of
(name/s of person/s)

K-Five Construction Corporation
Bidder



Notary Public Signature & Date

My commission expires 7/29/24

INVITATION TO BID

The Village of Oak Brook, Illinois is soliciting sealed bids for the

2024 STREETS IMPROVEMENT PROJECT

The project includes resurfacing existing asphalt roadways mainly located within residential subdivisions. Work includes, but is not limited to, pavement surface removal, intermittent curb and gutter removal and replacement, full-depth pavement patching, aggregate shoulders, resurfacing with hot-mix asphalt level binder and surface courses, landscape restoration, pavement markings, traffic control and protection, and all incidental and collateral work necessary to complete the project as shown on the Plans. The net length of the project is 14,784 feet (2.80 miles).

Sealed bids will be received by Rania Serences, Purchasing and Budgeting Coordinator, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523, until **10:00 A.M., Thursday, June 20, 2024**, prevailing time, and publicly opened in the Samuel E. Dean Board Room at that time.

Specifications and complete bid documents may be obtained for a cost of **\$50.00** from the Butler Government Center, 1200 Oak Brook Road, Oak Brook, IL 60523, beginning on May 31, 2024. Payment must be in cash or check. Credit cards will not be accepted.

No bid shall be withdrawn after opening of bids without consent of the Village of Oak Brook for a period of ninety (90) days after the scheduled time of opening bids.

Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage; 2) 5% Bid Security with the bid submittal; 3) 100% Performance and Labor & Material Bonds; 4) Adherence to Public Act 30 ILCS 570 Employment of Illinois Workers on Public Works projects.

Prequalification of Bidders in accordance with the applicable parts of IDOT Bureau of Local Roads and Streets Recurring Special Provision "Bidding Requirements and Conditions for Contract Proposals" (Check Sheet LRS 6) will be required of all bidders on this proposal.

The Board of Trustees of the Village of Oak Brook reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids. The Village of Oak Brook does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding this Invitation to Bid shall be directed to Doug Masters, at doug@thomas-engineering.com. All detailed questions concerning the actual bid specifications are to be forwarded in writing via email to: doug@thomas-engineering.com no less than five business days prior to the scheduled bid opening date.

Dated May 20, 2024



Netasha Scarpiniti, Village Clerk

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
2024 STREETS IMPROVEMENT PROJECT

PREVAILING WAGE ORDINANCE

Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Department of Labor, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records required to be made and kept by the Act to: (i) the Village, its officers and agents; (ii) the Director of Labor and his deputies and agents; and (iii) to federal, State, or local law enforcement agencies and prosecutors.

Prevailing Wage. Pursuant to Section 4 of the Illinois Prevailing Wage Act, 820 ILCS 130/4, Contractor agrees and acknowledges that not less than the applicable rate of prevailing of wages, as found or ascertained by the Department of Labor and made available on the Department's official website or determined by the court on review, shall be paid for each craft or type of worker needed to execute this contract or to perform such work, and it shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all laborers, workers and mechanics employed by them in the execution of this contract.

PREVAILING WAGE AFFIDAVIT

I, Robert G. Krug (name of signatory), on oath hereby state and certify that K-Five Construction Corporation (name of Contractor), pursuant to a Contract dated 6/20, 2024, with the Village of Oak Brook for the 2024 Streets Improvement Project, has complied and will comply with all laws, including those relating to the employment of labor, the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the Contract or perform such work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid Contract or to perform such work. K-Five Construction Corporation (name of Contractor) has also complied and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*

CONTRACTOR:

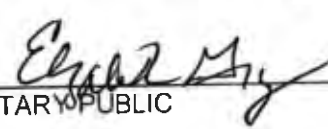
By: 

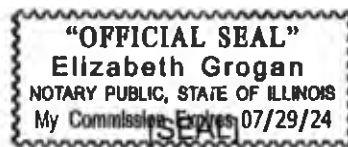


Title: President

SUBSCRIBED AND SWORN TO BEFORE

ME THIS 20th DAY OF June, 2024


NOTARY PUBLIC



CERTIFICATION OF PAYROLL RECORDS

I, Robert G. Krug (name of person executing this certificate), do hereby certify that I am the duly qualified and acting President (title) for K-Five Construction, (name of Contractor) and, as such, am authorized to certify payroll records as true and accurate for such company in accordance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5) (the "Act").

I do hereby further certify that the following document is a true and accurate copy of the records of all laborers, mechanics, and other workers employed by K-Five Construction (name of Contractor) on the 2024 Streets Improvement Project (the "Project") for the Village of Oak Brook (the "Village"), including each such worker's name, address, telephone number, social security number, classification or classifications; and the hourly wages paid in each pay period, hours worked each day, and the starting and ending times of work each day for each such worker on such Project.

I do hereby further certify that the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act, and that K-Five Construction (name of Contractor), and I on behalf of such Contractor, are fully aware that filing a certified payroll that we know to be false is a Class B misdemeanor. I further certify that upon two (2) business days' notice, if requested, we and any Subcontractor hired by us shall make available for inspection the records required in the Act to the District, its officers and agents, and to the Director of Labor, his deputies and agents, at reasonable hours at a location within the State of Illinois.

Date: 6/20, 2024

K-Five Construction Corporation

(Name of Contractor)

(Signature)

Robert G. Krug

(Printed Name)

President

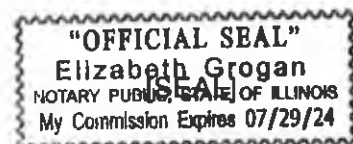
(Title)



SUBSCRIBED AND SWORN TO BEFORE

ME THIS 20th DAY OF June, 2024

NOTARY PUBLIC



RETURN WITH BID FORMS

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
2024 STREETS IMPROVEMENT PROJECT

BIDDER'S SWORN ACKNOWLEDGMENT

Robert G. Krug ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgment are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of IL, that is qualified to do business in the State of Illinois, and that is operating under the legal name of K-Five Construction Corporation.

Pursuant to a Resolution of the corporation's Board of Directors taken on 6-20-24, Robert G. Krug, who is the President of the corporation, is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Robert G. Krug</u>	<u>999 Oakmont Plaza Drive, Ste. 200, Westmont, IL 60559</u>
Vice President	<u>Jennifer Krug-McNaughton</u>	<u>999 Oakmont Plaza Drive, Ste. 200, Westmont, IL 60559</u>
Secretary	<u>Robert W. Krug</u>	<u>999 Oakmont Plaza Drive, Ste. 200, Westmont, IL 60559</u>
Treasurer	<u>Josephine Krug</u>	<u>999 Oakmont Plaza Drive, Ste. 200, Westmont, IL 60559</u>

The stockholders of the corporation who own 10 percent or more of its stock of any class are as follows:

RETURN WITH BID FORMS

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
<u>Robert G. Krug</u>	<u>999 Oakmont Plaza Drive, Ste. 200, Westmont, IL 60559</u>	<u>75%</u>
<u>Jennifer Krug-McNaughton</u>	<u>999 Oakmont Plaza Drive, Ste. 200, Westmont, IL 60559</u>	<u>25%</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of _____, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>

Pursuant to a power of attorney executed by all of the General Partners on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the partnership and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable]**

3. Individual

Bidder is an individual whose full name is _____ whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows:

RETURN WITH BID FORMS

Pursuant to a power of attorney executed by Bidder on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable]**

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of _____, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____

[For each signatory indicate the type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable]**

DATED this _____ day of _____, 20_____.

RETURN WITH BID FORMS

Attest/Witness

By: *Robert W. Krug*

Title: Robert W. Krug, Secretary

K-Five Construction Corporation

Bidder

By: *Robert G. Krug*

Title: Robert G. Krug, President



Subscribed and Sworn to

before me this 20th day

of June, 2024

Elizabeth Grogan
Notary Public

My Commission Expires: 7/29/24



VILLAGE OF OAK BROOK

CONTRACT FOR THE CONSTRUCTION OF

2024 STREETS IMPROVEMENT PROJECT

BIDDER'S SWORN WORK HISTORY STATEMENT

Robert G. Krug ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK
HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. Nature of Business

State the nature of Bidder's business: Asphalt paving

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>30</u> % Federal	<u>50</u> % As Contractor	<u>30</u> % Bidder's Forces
<u>30</u> % Other Public	<u>50</u> % As Subcontractor	<u>30</u> % Subcontractors
<u>40</u> % Private		<u>40</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 47 years

RETURN WITH BID FORMS

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>City of Chicago</u>	<u>General Contractor</u>	<u>TGC04215</u>	<u>4/9/2025</u>
<u>IL Dept. of Labor</u>		<u>24-EPRC-0192</u>	<u>1/17/2026</u>
<u>Illinois Department of Transportation</u>	<u>Cert. of Eligibility</u>	<u>3069</u>	<u>6/30/2025</u>

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

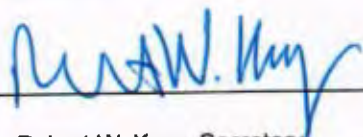
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>DuPage County Highway Department</u>	<u>Village of Naperville</u>	<u>Illinois Dept. of Transportation</u>
Owner Address	<u>421 N. County Farm Road, Wheaton, IL</u>	<u>400 S. Eagle Street</u>	<u>2300 S. Dirksen Parkway</u>
	<u></u>	<u>Naperville, IL 60540</u>	<u>Springfield, IL 62764</u>
Reference	<u>Chris Snyder</u>	<u>Bill Novak</u>	<u>Tony Quigley</u>
Telephone Number	<u>630-407-6000</u>	<u>630-420-6064</u>	<u>217-782-7820</u>
Type of Work	<u>General Contractor</u>	<u>General Contractor</u>	<u>General Contractor</u>

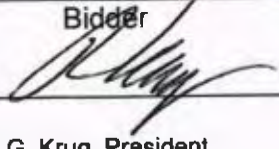
RETURN WITH BID FORMS

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	<u>Marlam</u>	<u>Lake County Grading</u>	<u>F.H. Paschen</u>
(If Bidder was)	<u>(IDOT)</u>	<u>(IDOT)</u>	<u>(ISTHA)</u>
(Subcontractor)	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
	<u></u>	<u></u>	<u></u>
Amount of Contract	<u>\$180,470.00</u>	<u>\$1,600,000.00</u>	<u>\$6,700,000.00</u>
Date Commenced	<u>2024</u>	<u>2023</u>	<u>2022</u>
Date Completed	<u>2024</u>	<u>2023</u>	<u>2023</u>

DATED this 20th day of June, 2024.

Attest/Witness

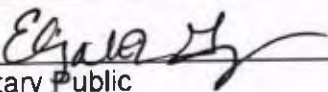
By: 
Title: Robert W. Krug, Secretary

K-Five Construction Corporation
Bidder
By: 
Title: Robert G. Krug, President



Subscribed and Sworn to

before me this 20th day
of June, 2024.


Notary Public

My Commission Expires: 7/29/24



**VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
2024 STREETS IMPROVEMENT PROJECT**

BIDDER'S SWORN STATEMENT OF RESPONSIBILITY

Confidential

**THIS FORM NEED NOT BE COMPLETED WHEN
SUBMITTING INITIAL BIDDER'S PROPOSAL**

Robert G. Krug ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Statement of Responsibility are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Statement of Responsibility and that the statements contained in this Sworn Statement of Responsibility are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE SWORN
STATEMENTS OF RESPONSIBILITY FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Superintendent

The following superintendent will be assigned to supervise the Work:

<u>NAME</u>	<u>SPECIAL QUALIFICATIONS</u>	<u>YEARS IN CURRENT OCCUPATION</u>
<u>Mark Lindblom</u>	<u>General Superintendent</u>	<u>42</u>
<u>Ryan Scott</u>	<u>Asphalt Superintendent</u>	<u>27</u>
<u>Joey DiGiovanni</u>	<u>Milling Superintendent</u>	<u>39</u>

2. Owned Equipment

The following equipment is owned by Bidder, is in good working order, and is available for, and will be employed in, the Work:

RETURN WITH BID FORMS

EQUIPMENT DESCRIPTION (INCLUDING AGE)

**NUMBER
AVAILABLE**

See Attached List.

3. Purchased Equipment

The following equipment is known by Bidder to be available, will be purchased by Bidder, and will be employed in the Work:

EQUIPMENT DESCRIPTION (INCLUDING AGE)

**NUMBER
AVAILABLE**

Now, We own All Equipment Needed.

4. Leased Equipment

The following equipment is known by Bidder to be available, will be leased by Bidder, and will be employed in the Work:

EQUIPMENT DESCRIPTION (INCLUDING AGE)

**NUMBER
AVAILABLE**

None. We own all equipment needed.

Eq. #	Description	Type #	Type	Model	Serial #
1017	00 CAT 140H 12FT	1	Motor Grader	140 H MOTOR GRADER	2ZK04973
1018	05 CAT 140H 12FT	1	Motor Grader	140 H MOTOR GRADER	APM02219
1019	05 CAT 140H 12FT	1	Motor Grader	CAT 140H	APM02102
1020	06 CAT 140H 12 W/4' EXT.	1	Motor Grader	CAT 140H	APM02795
1100	14 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	DTB02364
1101	14 CAT 262D ARMS T4	4	Skid Steer Loader	262D SSL	DTB02365
1102	14 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	DTB02376
1103	14 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	DTB02377
1104	14 CAT 299D TRACK SKIDSTE	4	Skid Steer Loader	299D	0HCL00801
1105	15 CAT 950M	2	Wheel Loader - Job	CAT 950M	EMB268
1106	16 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	CAT0262DLDTB05648
1107	16 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	CAT0262DJDTB05658
1108	16 CAT 262D SKIDSTEER T4	4	Skid Steer Loader	262D SSL	ODTB05660
1109	15 CAT 299D TRACK SKIDSTE	4	Skid Steer Loader	299D	OGTC02289
1110	16 CAT 299D TRACK SKIDSTE	4	Skid Steer Loader	299D 2	CAT0299DCFD201415
1111	16 CAT 299D TRACK SKIDSTE	4	Skid Steer Loader	299D 2	CAT0299DJFD201422
1112	16 CAT 980M	3	Wheel Loader - Plant	CAT 980M	0980MLKR500924
1113	18 John Deere 844KII	3	Wheel Loader - Plant	844KII	1DW844KCEJF686997
1114	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKVFJ288404
1115	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKAFJ288453
1116	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKEFJ288487
1117	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKTFJ288489
1118	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKCFJ288491
1119	16 John Deere 326E Skidsteer	4	Skid Steer Loader	326E	1T0326EKHFJ288519
1120	Cat 299D Tracked Skidsteer	4	Skid Steer Loader	299D	FD204597
1121	Cat 262D 2 ARH Skidsteer	4	Skid Steer Loader	262D	DTB10577
1122	Cat 262D 2 ARH Skidsteer	4	Skid Steer Loader	262D	DTB10583
1123	Cat 980M Wheel Loader	3	Wheel Loader - Plant	980M	XDJ00280
1124	19 JD 844K III LOADER	3	Wheel Loader - Plant	844K III	1DW844KCLKF694225
1159	02 CAT 988G - CRUSHER	3	Wheel Loader - Plant	CAT 988G	BNH00469
1165	03 CAT 938G II LJ - SHOP	2	Wheel Loader - Job	938 G II	CRD00390- PINHCAT0938GPCRDO
1178	04 KOMATSU 480 #146 LJ	3	Wheel Loader - Plant	2004 KOMATSU 480SL	A37115
1179	06 CAT 980H NAPER PLY 5/	3	Wheel Loader - Plant	980H	JMS01417
1180	06 CAT 950H WHEEL LOADER	2	Wheel Loader - Job	950H	K5K00575
1182	07 CAT 938G II WHEEL LOAD	2	Wheel Loader - Job	938G II	CRD02299
1184	08 CAT 262C SKIDSTEER MA	4	Skid Steer Loader	262C	MST02090
1185	09 CAT 980H RT. 66	3	Wheel Loader - Plant	980H	JMS05173
1186	09 CAT 980 DuPAGE	3	Wheel Loader - Plant	CAT 980H	JMS05228
1194	10 CAT 262C SKIDSTEER MAR	4	Skid Steer Loader	262C	MST03260
1195	10 CAT 262C SKIDSTEER DUP	4	Skid Steer Loader	262C	MST03265
1196	11 JOHN DEERE 644K WHEEL	2	Wheel Loader - Job	2011 644K	1DW644KZPB635099
1197	2012 CAT 938K Rplc 1187	2	Wheel Loader - Job	938K	CAT0938KCSW100394
1198	12 CAT 950K	2	Wheel Loader - Job	950K	R4AD0778
1199	13 CAT 980K - MARKHAM	3	Wheel Loader - Plant	CAT 980K	W7K01624
1209	97 CAT 973-A - GPS VERM	6	Track Loader	1997 CAT 973A	86G3204
1317	05 KOMATSU D155 AX-5B	7	Angle Dozer D6 Size 86	KOMATSU D155 AX5B	76237
1320	11 JOHN DEERE 764 HIGH SP	7	Angle Dozer D6 Size 86	JOHN DEERE 764 HS DO	1T00764KK80198134
1321	13 JOHN DEERE 750K DOZER	7	Angle Dozer D6 Size 86	750K	1T0750KXCCF231007
1322	18 JOHN DEERE 850 DOZER	9	Dozer D8 Size 186 HP - GR	850	1T0850KXCF284373
1414	04 GRADALL XL4100 II	10	Gradall	2004 XL4100 II	4100045
1415	06 GRADALL XL4100 II	10	Gradall	2006 XL4100 II	210017704
1416	06 GRADALL XL4100 II	10	Gradall	2006 XL4100 II	210017738
1417	07 GRADALL W/DRILL RIG	10	Gradall	XL4100 II	4100000213
1627	02 CAT GEN SET 350KW REX	27	Light Plants - Generators	CAT XQ350 SOUND ATT	ARGMNT# 130-9415
1632	03 VERMEER CC145A	25	Saws - Rockwheels - Brooms	CC 145	1VRU152Y331000149
1651	96 CMI P53002 BELT 28'	14	Belt Placer	CMI PLACERSREADER	545104
1652	96 CMI TC2502T 28'	16	Texture Cure	CMI TEXTURE CURE	508501
1653	89 MILLER M-7600 CURB R/H	13	Curb -Wall Slipform Machine	1989 MILLER M7600	76001
1654	98 G/Z 850 PAVER 32'	12	Slipform Paver	GZ SLIPFORM PAVER	S850-578C-116
1659	Laser Screed - Concrete	19	Concrete Accessories	BOSS 240	1294
1660	05 GOMACO 9500 TRIMMER	15	Trimmer	05 GOMACO 9500 TRIMM	905500-149
1661	05 GOMACO 9500 1st	15	Trimmer	2005 GOMACO 9500	905500-150
1662	05 GUNNERT TC 850 30'	16	Texture Cure	GUNTERT TC850	TC850-C651-116
1663	06 G/Z S850 PAVER 34'	12	Slipform Paver	GZ SLIPFORM PAVER	S850C680147
1664	06 MILLER M-8800	13	Curb -Wall Slipform Machine	MILLER FRMLESS PAVER	88028M
1665	06 GZ EXTRA PAN SECTION	12	Slipform Paver	GZ 800 GZ850	
1666	07 GUNTERT CDBI	12	Slipform Paver	CDBI 25 FT	DCBI-C680-147
1667	08 REX BELT PLACER 12-25	14	Belt Placer	TC 2 TRACK	2260
1668	93 REX T/C BELT	14	Belt Placer	TOWN COUNTRY	10364

1669	2013 REX CURE TIME	16	Texture Cure	TEXTURE CURE	2491
1670	13 GZ600 PAVER	12	Slipform Paver	GZ 600 PAVER	C880-200
1671	1996 GZ1000 PAVER	12	Slipform Paver	GZ 150 PAVER	
1672	CON. PLNT DUST COL - W/RE	17	Plants	C W CSRA140	
1673	1996 GUNTERT CDBI	12	Slipform Paver	CDBI 25 FT	
1674	96 REXCON "S" BATCH	17	Plants	REXCON MODEL S 12CY	1931
1675	RAISERS FOR 1674	17	Plants		
1680	15"x18"DUEL SD PVNG FORMS	18	Paving Forms	1800FT	
1681	12"x15"x10"PVNG FORM&STAK	18	Paving Forms	2000FT 800 STAKE	235.00/10'FORM-2.20/STAKE
1687	GOMACO 18"TT32"H(D-24")VH	19	Concrete Accessories	1987 GOMACO	GTCP-4632
1688	9"-6"&18"-16"/32"H-WALL M	19	Concrete Accessories	GOMACO	
1690	PAVING FORMS(10000FT/10')	18	Paving Forms		
1693	10X12 PAVING FORMS RENTAL	18	Paving Forms	HELTZEL	4000 FEET
1696	18"x21" DUEL SD PVNG FORM	18	Paving Forms	NIPF 4000FT	\$31.57/FT.
1702	15 14 Ton PATCH KING-4618	24	Attachments - Breakers	PK 80K ASPHALT PATCH	
1704	02 TARGET SAW 4489	25	Saws - Rockwheels - Brooms	TARGET PRO 65 III	362474
1708	14 LEEBOY PRIME TRAILER	47	Prime - Agg - Crue Trucks	LT250	189AA1115E1309907
1709	14 WEILER TT250 PRIME TRL	47	Prime - Agg - Crue Trucks	WEILER TT250	1W9WT2119DKS48001
1710	98 A/C AIR COMP. ON 4503	26	Air Compressor	ATLAS COPCO XAS90JD	HOL605749
1716	99 I/R AIR COMP CHUCK D 7	26	Air Compressor	1999 IR P185 WJD	306030UJJ221
1717	13 CAT 336E EXCAVATOR	5	Excavator - Backhoe	13 CAT 336E EXECVATO	FH00322
1718	04 KOMATSU PC228USLC-3	5	Excavator - Backhoe	2004 PC228	30400
1719	15 Cat 329E Excavator	5	Excavator - Backhoe	329E	
1720	HODGKINS SCREEN DECK	66	Crusher		
1723	00 CAT 1000 KW GEN SET	27	Light Plants - Generators	00 CAT 1000KW GEN SE	BLM00231
1724	05 ASTEC 2612D SCREEN 350	66	Crusher	ASTEC 2612D FOLD N G	42259 / 042260
1725	ProSizer 3100 Screen w/Impact	66	Crusher	3100	
1726	97 JAW CRUSHER 30"x62"L.C	66	Crusher	LIPPMAN 3062	30621073
1727	IMPACT CRUSHER-ASPH.	66	Crusher	INERTIA HS5066	50661052
1728	12 72" Broom Naper Plnt	25	Saws - Rockwheels - Brooms	72 SWEEPSTER 20572M	1235040
1729	08 MB 53MH HYDRAULIC BROO	25	Saws - Rockwheels - Brooms	08 53 MH	13-2068
1730	16 Broce Broom	25	Saws - Rockwheels - Brooms	KR350	409692
1731	00 I/R 185 AIR COMP 4487	26	Air Compressor	P185WJD	285142UAI221
1732	05 I/R AIR COMP CHUCK D #	26	Air Compressor	P185WIR	355863UDP820
1733	04 I/R AIR COMP DUPAGE LJ	26	Air Compressor	P185WIR	345174UD0820
1736	04 I/R AIR COMP NAP PROP	26	Air Compressor	P185WIR	345173UD0820
1737	04 I/R AIR COMP FRANK R #	26	Air Compressor	P185WIR	345175UD0820
1738	07 P250 AIR COMP. ON 1417	26	Air Compressor	P250WJDU	39LL46UHRA23
1739	04 I/R AIR COMP LJ	26	Air Compressor	P185WIR	345177UD0820
1740	04 I/R AIR COMP MARKHAM L	26	Air Compressor	P185WIR	345178UD0820
1741	06 I/R AIR COMP LEMONT L	26	Air Compressor	P185WIR	370490UDQ820
1742	06 I/R AIR COMP DAN C #58	26	Air Compressor	P185WIR	370491UDQ820
1743	06 I/R AIR MARK L #94 LJ	26	Air Compressor	P185WIR	370492UDQ820
1749	PORT LIGHT PLANT - RT50 1	27	Light Plants - Generators	ALLMAND LD303CEM	891014
1750	13 LIGHT TOWER 4,000 WATT	27	Light Plants - Generators	WLT 4M	5F13D1418D1001194
1751	13 LIGHT TOWER 4000 WATT	27	Light Plants - Generators	WLT 4M	5F13D141XD1001195
1752	13 LIGHT TOWER 4000 WATT	27	Light Plants - Generators	WLT 4M	5F13D1411D1001196
1753	13 LIGHT TOWER 4000 WATT	27	Light Plants - Generators	WLT 4M	5F13D1413D1001197
1757	10,000 GAL STORAGE TANK	17	Plants		
1761	AIR GROUT PLANT W/ACCESS.	26	Air Compressor		84514T2PA
1780	04 WIRTGEN 2000 MILL DRUM	22	Milling Machine	W2000	06.20.0449 OR 78650449
1781	15 ROADTEC RX700E-3	22	Milling Machine	RX700E3	2053
1782	14 ROADTEC RX700E-3 MILLI	22	Milling Machine	RX700E3	2026
1783	16 ROADTEC RX900E	22	Milling Machine	RX900E	Mar-50
1785	Roadtec RX300e	22	Milling Machine	RX300E	115
1790	14 RPO ARROWBOARD	27	Light Plants - Generators	WTSP5SLSA11	5F11S1014D1001258
1791	14 RPO ARROWBOARD	27	Light Plants - Generators	WTSP5SLSA11	5F11S1018D1001263
1792	11 SOLAR ARROWBOARD 15 LI	27	Light Plants - Generators	ARROWBOARD WTSP5SL	5F11S1011B1002798
1793	11 SOLAR ARROWBOARD 15 LI	27	Light Plants - Generators	ARROWBOARD WTSP5SL	5F11S1018B1002801
1794	14 SOLAR ARROWBOARD	27	Light Plants - Generators	WTSP5SLSA11	5F11S1018E1003371
1795	14 SOLAR ARROWBOARD	27	Light Plants - Generators	WTSP5SLSA11	5F11S101XE1003372
1796	14 SOLAR ARROWBOARD	27	Light Plants - Generators	WTSP5SLSA11	5F11S1011E1003373
1797	14 SOLAR ARROWBOARD	27	Light Plants - Generators	WTSP5SLSA11	5F11S1013E1003374
1798	14 SOLAR ARROWBOARD	27	Light Plants - Generators	WTSP5SLSA11	5F11S1015E1003375
1799	14 RPO ARROWBOARD	27	Light Plants - Generators	WTSP5SLSA11	5F11S1018B1000286
1802	15 VOLVO DD110B ROLLER	36	Asphalt Vibratory	DD110B	285138
1803	15 VOLVO DD110B ROLLER	36	Asphalt Vibratory	DD110B	285139
1804	15 VOLVO DD120B ROLLER	36	Asphalt Vibratory	DD120B	287110
1805	15 VOLVO DD120B ROLLER	36	Asphalt Vibratory	DD120B	287111
1806	15 VOLVO DD140B ROLLER	36	Asphalt Vibratory	DD140	278044

1810	04 (#1) I/R DD132 HF ROLL	36	Asphalt Vibratory	DD132HF	176124
1811	06 (#2) I/R DD118 HF ROLL	36	Asphalt Vibratory	DD118 HF	187470
1812	06 I/R DD118 HF ROLLER GP	36	Asphalt Vibratory	DD118 HF	187471
1814	06 I/R DD118 HF ROLLER GP	36	Asphalt Vibratory	DD118 HF	187473
1815	06 (#4) I/R DD90 HF ENG.	36	Asphalt Vibratory	DD90 HF	187822
1817	06 I/R DD70 HF ROLLER GPS	36	Asphalt Vibratory	DD70	186440
1818	99 FERGUSON 812B	35	Asphalt Tandem	99 FERGUSON 812 TON	995
1819	86 FERGUSON 812A	35	Asphalt Tandem	86 FERGUSON 812 TON	812A699
1820	05 I/R 54" DD30 DUPAGE /	34	Small Asphalt Vibratory	DD30	184298
1821	06 I/R 49" DD24 Shop	34	Small Asphalt Vibratory	IR DD 24	189466
1822	07 IR DD70 HF ROLLER GPS	36	Asphalt Vibratory	DD70	193735
1823	07 IR DD90HF ROLLER GPS	36	Asphalt Vibratory	IR DD 90HF	194398
1824	07 IR DD90HF ROLLER GPS	36	Asphalt Vibratory	IR DD90HF	194399
1826	07 IR DD118HF ROLLER GPS	36	Asphalt Vibratory	DD118	193913
1827	08 VOLVO DD118HF ROLLER G	36	Asphalt Vibratory	DD118HF	198603
1828	08 VOLVO DD90HF ROLLER GP	36	Asphalt Vibratory	DD90HF	198044
1829	08 VOLVO 47" DD24 NAPER	34	Small Asphalt Vibratory	DD24	197599
1830	88 FERGUSON 812B	35	Asphalt Tandem	88 FERGUSON 812 TON	812B773
1832	SAKAI	35	Asphalt Tandem	R2H2	1R560661
1833	SAKAI	35	Asphalt Tandem	R2H2	1R560663
1834	SAKAI	35	Asphalt Tandem	R2H2	1R560664
1835	09 SAKAI R2H-2 3 WHEEL RO	35	Asphalt Tandem	R2HS 3 WHEEL ROLLER	60114
1836	10 SAKAI R2H-2 3 WHEEL RO	35	Asphalt Tandem	R2HS 3 WHEEL ROLLER	60154
1837	10 SAKAI R2H-2 3 WHEEL RO	35	Asphalt Tandem	R2HS 3 WHEEL ROLLER	60155
1838	13 CAT CB 54 XW - 79" DRU	36	Asphalt Vibratory	11 CAT CB 54	JLMO0805
1839	11 HAMM HD+140VV - 84" DR	36	Asphalt Vibratory	11 HAMM HD+140VV	H1840140
1840	14 24" Walk Behind Mark L	34	Small Asphalt Vibratory	MRH800GS	28408
1843	95 I/R PT125R RUB.TIRE (S	37	Pneumatic Roller	RUBBER TIRE ROLLER	141733
1844	16 VOLVO DD110 ROLLER	36	Asphalt Vibratory	DD110B	285169
1845	16 VOLVO DD110B ROLLER	36	Asphalt Vibratory	DD110B	285172
1846	16 VOLVO DD120 IC ROLLER	36	Asphalt Vibratory	DD120B INTEL COMPACT	287141
1847	16 VOLVO DD120 IC ROLLER	36	Asphalt Vibratory	DD120B INTEL COMPACT	287142
1848	16 VOLVO DD140 ROLLER	36	Asphalt Vibratory	DD140	278049
1849	15 Bomag BW120 47"	34	Small Asphalt Vibratory	BW120	331032
1850	15 Bomag BW120 47"	34	Small Asphalt Vibratory	BW120	331061
1851	16 Bomag BW 100 39"	34	Small Asphalt Vibratory	BW100	
1852	17 Bomag BW100ADM Roller	34	Small Asphalt Vibratory	BW100ADM	1.01462E+11
1853	17 Bomag BW100ADM Roller	34	Small Asphalt Vibratory	BW100ADM	1.01462E+11
1854	17 Bomag BW120AD Roller	34	Small Asphalt Vibratory	BW120AD	1.0188E+11
1855	Cat CB 7 Roller	36	Asphalt Vibratory	CB 7	
1856	Cat CB 10 Roller	36	Asphalt Vibratory	CB 10	
1857	Cat CB 10 Roller	36	Asphalt Vibratory	CB 10	
1858	Cat CB 10 Roller	36	Asphalt Vibratory	CB 10	NPP00160
1859	Cat CB13 Roller	36	Asphalt Vibratory	CB 13	EPWP00324
1860	Cat CB13 Roller (Demo)	36	Asphalt Vibratory	CB13	CATOCB13CPWP00137
1874	04 CAT CSS63E STONE ROLLE	33	Stone Roller	CSS63E	CNG00501
1895	14 CAT 815F2	33	Stone Roller	14 CAT 15F2	FCBYN01112
1896	00 I/R 47" Darren- 4901	34	Small Asphalt Vibratory	2000 INGERSOL DD 24	165451
2007	84 B/KNX 195 R/S ONLY	39	Road Widener	ROAD WIDENER LS	19503-03T
2016	96 B/KNX 195D L or R ROAD	39	Road Widener	ROAD WIDENER	19522-01
2028	03 SHUTTLE BUGGY 2500C	38	Asphalt Paver	S8 2500 C	676
2030	05 CAT AP 1000B GPS	38	Asphalt Paver	2005 CAT AP 1000B	AGP00191
2036	WEILER W730 L or R ROAD	39	Road Widener	W730	W730-1012
2037	08 CAT AP655D MTS ASF GPS	38	Asphalt Paver	08 CAT AP655D MTS AS	CATAP655JGNZ00239
2038	09 CAT AP 1055D PAVER WW	38	Asphalt Paver	AP 1055 D	OFAC00720
2039	10 CAT AP1055D WW & MM	38	Asphalt Paver	AP1055D	FAC00834
2040	10 CAT AP1000D PAVER RUBB	38	Asphalt Paver	AP1000D RUBBER TIRE	EAD00399
2041	10 TOPCON SAS SYSTEM 5	38	Asphalt Paver	SONIC AVERAGING SYST	
2042	11 TOPCON SAS SYSTEM 5 3	38	Asphalt Paver	SONIC AVERAGING SYST	373-1801,542-0118,551-1320,
2043	09 CAT AP 1055D WW & MM	38	Asphalt Paver	09 AP 1055D	CFAC00743
2044	14 CAT AP1055E PAVER	38	Asphalt Paver	14 AP1055E	5TTJF00403
2045	14 CAT AP1000E PAVER	38	Asphalt Paver	14 CAT AP1000E PAVER	KT1F00229
2046	16 Weiler Shuttle Buggy	38	Asphalt Paver	E2850A SHUTTLE BUGGY	E2850-1503
2048	18 Cat Sonic Skis	38	Asphalt Paver		
2049	18 Cat AP655F Paver	38	Asphalt Paver	AP655F	
2050	18 Cat AP1055F Paver	38	Asphalt Paver	AP1055F	
2051	Cat AP 1000F w/o Skis	38	Asphalt Paver	AP 1000F	
3014	I/R T3000 SHOP AIR COMPRE	26	Air Compressor	1999 IR AIR COMP	30T888261
3171	5 METER BUMP MACHINE	45	Asphalt Box Service Truck	5 METER PST BUMP MAC	NA
3332	2013 AMCO VEBAA 811T CRANE	46	Boom - Crane Trucks	AMCO VEBAA 811T CRAN	

3900	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF5HKD02828
3901	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTXF1EF7HKD02829
3902	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF3HKD02830
3903	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF5HKD02831
3904	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF7HKD02832
3905	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF9HKD02833
3906	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF0HKD02834
3907	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF2HKD02835
3908	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF4HKD02836
3909	17 FORD F150 4X4 SUPERCAB	41	Pick-Up Truck	F150	1FTFX1EF6HKD02837
3910	17 FORD F350 4X4 SUPERCAB	41	Pick-Up Truck	F350	1FD8X3H6XHED20347
3911	17 FORD F350 4X4 SUPERCAB	41	Pick-Up Truck	F350	1FD8X3H61HED20348
3912	17 FORD TRANSIT VAN QCQA	41	Pick-Up Truck	TRANSIT VAN	1FTYE1CM3HK01476
3913	17 FORD TRANSIT VAN QCQA	41	Pick-Up Truck	TRANSIT VAN	1FTYE1CM5HK01477
3914	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E56KKC22436
3915	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E58KKC22437
3916	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E5XKKC22438
3917	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E51KKC22439
3918	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E58KKC22440
3919	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E5XKKC22441
3920	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E51KKC22442
3921	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E53KKC22443
3922	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E55KKC22444
3923	19 FORD F150	41	Pick-Up Truck	F150	1FTFX1E57KKC22445
3979	06 F150 TOM D. SHOP MECHAN	41	Pick-Up Truck	2006 FORD F150	1FTVF125X - 6NA24692
3992	06 F150 SHOP Trans LIFTG	41	Pick-Up Truck	FORD F150	1FTVF12526NB52795
4022	07 F150 SHOP RUN Eng Rplc	41	Pick-Up Truck	F150 XL	1FTVF12547KD31696
4030	08 F150 JAY P Trans	41	Pick-Up Truck	F150	1FTVF12508KD25282
4031	08 F150 JAY P/LITTLEFIELD	41	Pick-Up Truck	F150	1FTVF12548KD25284
4032	08 L F150 ASHOK P #21 SHA	41	Pick-Up Truck	F150	1FTVF1255 - 8KD35113
4033	08 L RANGER SHOP SPARE GR	41	Pick-Up Truck	2008 RANGER	1FTYR14U98PA77416
4034	08 F150 DAN C #58 JIM TAF	41	Pick-Up Truck	F150	1FTVF1252 - 8KD25283
4036	10 FORD F150	41	Pick-Up Truck	F150	1FTPF1CV5AKC32819
4037	10 FORD F150 BOB S #26	41	Pick-Up Truck	F150	1FTPF1CV1AKC32820
4038	10 FORD F150 MARK L #94	41	Pick-Up Truck	F150	1FTPF1CV3AKC32821
4039	10 FORD F150 MARK L #94 N	41	Pick-Up Truck	F150	1FTPF1CV-5AKC32822
4040	10 FORD F150 SHOP STEVE N	41	Pick-Up Truck	F150	1FTPF1CV7AKC32823
4041	10 FORD F150 GARY Z #51 R	41	Pick-Up Truck	F150	1FTPF1CV9AKC32824
4042	10 FORD F150 MARK L #94 B	41	Pick-Up Truck	F150	1FTPF1CV0AKC32825
4043	10 FORD F150 MARK L #94 R	41	Pick-Up Truck	F150	1FTPF1CV2AKC32826
4044	10 FORD F150 JUSTIN S #16	41	Pick-Up Truck	F150	1FTPF1CV4AKC32827
4045	10 FORD F150 F/T EngKRETS	41	Pick-Up Truck	F150	1FTPF1CV6AKC32828
4046	10 FORD F150 LOGAN KRABER	41	Pick-Up Truck	F150	1FTPF1CV8AKC32829
4047	10 FORD F150 DOMINIC SHOP	41	Pick-Up Truck	F150	1FTPF1CV4AKC32830
4048	10 FORD F150 JOE D #55 J	41	Pick-Up Truck	F150	1FTPF1CV6AKC32831
4049	10 FORD F150 Eng JOE And	41	Pick-Up Truck	F150	1FTPF1CV8AKC32832
4050	10 FORD F150 JABLONSKI	41	Pick-Up Truck	F150	1FTPF1CV0AKC32833
4051	10 FORD F150 GARY Z #51 V	41	Pick-Up Truck	F150	1FTPF1CV1AKC32834
4052	10 FORD F150 RUMCHAK	41	Pick-Up Truck	F150	1FTPF1CV3AKC32835
4053	10 FORD F150 GARY Z MarkW	41	Pick-Up Truck	F150	1FTPF1CV5AKC32836
4054	10 FORD F150 F/T GARY Z #	41	Pick-Up Truck	F150	1FTPF1CV7-ACC32837
4055	10 FORD F150 GARY Z #51 M	41	Pick-Up Truck	F150	1FTPF1CV9AKC32838
4056	10 FORD F150 TIM S # 172	41	Pick-Up Truck	F150	1FTPF1CV0AKC32839
4057	10 FORD F150 RYAN SCOTT	41	Pick-Up Truck	F150	1FTPF1CV7AKC32840
4058	10 FORD F150 JOE R #121 P	41	Pick-Up Truck	F150	1FTPF1CV9AKC32841
4059	11 FORD F350 PLOW B' MARK	41	Pick-Up Truck	F350	1FTRF3B66BEA65837
4060	12 FORD F350 PLOW B' JOE	41	Pick-Up Truck	F350	1FTWF3B68CEA93060
4061	13 FORD F150 SHOP SPARE	41	Pick-Up Truck	F150	1FTPF1CFXDKC40837
4062	13 FORD F150	41	Pick-Up Truck	F150	1FTPF1CF1DKE40838
4063	13 FORD F150 MIRKO	41	Pick-Up Truck	F150	1FTPF1CF3DKE40839
4064	13 FORD F150 BRAD B	41	Pick-Up Truck	F150	1FTPF1CFXDKC40840
4065	13 FORD F150 JIM F	41	Pick-Up Truck	F150	1FTPF1CF1-DKE40841
4066	14 FORD F150	41	Pick-Up Truck	F150	1FTPF1CF7EKE10342
4067	14 FORD F150	41	Pick-Up Truck	F150	1FTPF1CF9EKE10343
4068	14 FORD F150 Sergio Jr	41	Pick-Up Truck	F150	1FTPF1CF0EKE10344
4069	14 FORD F150 TOM JENKINS	41	Pick-Up Truck	F150	1FTPF1CF2EKE10345
4070	14 FORD F150	41	Pick-Up Truck	F150	1FTPF1CF4EKE10346
4071	14 FORD F150-CHETAN PATEL	41	Pick-Up Truck	F150	1FTPF1CF6EKE10347
4072	14 FORD F150-MUKESH PATEL	41	Pick-Up Truck	F150	1FTMF1CMXEKE33423
4073	14 FORD F150-RAJ PATEL	41	Pick-Up Truck	F150	1FTMF1CM1EKE33424

4074	14 FORD F150-JIMMYKING	41	Pick-Up Truck	F150	1FTMF1CM3EKE33425
4075	14 FORD F150-PARANJ PATEL	41	Pick-Up Truck	F150	1FTMF1CM5EKE33426
4076	14 FORD F150-RAMESH PATEL	41	Pick-Up Truck	F150	1FTMF1CM7EKE33427
4077	15 FORD F350 PLOW T BELLO	41	Pick-Up Truck	15 FORD F350	1FTRF3B6XFEC03014
4078	15 FORD F350 PLOW SHOP	41	Pick-Up Truck	15 FORD F350	1FTRF3B61FEC03015
4079	16 FORD F150	41	Pick-Up Truck	F150	1FTNF1CG4CKD81546
4080	16 FORD F150 Spare	41	Pick-Up Truck	16 FORD F150	1FTNF1CG6GKD81547
4081	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG8CKD81548
4082	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CGXGKD81549
4083	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG6CKD81550
4084	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG8GKD81551
4085	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CGXGKD81552
4086	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG1GKD81553
4087	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG3GKD81554
4088	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNFACG5CKD81555
4089	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG7GKD81556
4090	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG9GKD81557
4091	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG0GKD81558
4092	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG2GKD81559
4093	16 FORD F150 Ken Peters	41	Pick-Up Truck	16 FORD F150	1FTNF1CG9CKD81560
4094	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG0GKD81561
4095	16 FORD F150	41	Pick-Up Truck	16 FORD F150	1FTNF1CG2GKD81562
4096	16 FORD F150 Super/ Profiler	41	Pick-Up Truck	16 FORD F150	1FTFX1CG8GKD81566
4097	16 FORD F250 SUPER CREW	41	Pick-Up Truck	16 FORD F250 SUPER C	1FT7W2A67GE854214
4098	16 FORD F250 SUPER CREW	41	Pick-Up Truck	16 FORD F250 SUPER C	1FT7W2A65GE854213
4100	12 MACK CXU613 - 5053	42	Semi-Tractor	CXU613	1M1AW07Y4CM020148
4110	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDP0X7LD686234
4111	10 MACK CXU613 S-5132-MAC	42	Semi-Tractor	CXU613	1M1AW02YBAND011127
4112	10 MACK CXU613 M-5236-CHA	42	Semi-Tractor	CXU613	1M1AW02YXAND011128
4113	10 MACK CXU613 S-5240-SEA	42	Semi-Tractor	CXU613	1M1AW02Y1AND011129
4114	11 MACK CXU613 GPS	42	Semi-Tractor	CXU613	1M1AW02Y1BM013664
4115	12 MACK GU713	42	Semi-Tractor	GU713	1M1AXD4YBCM012183
4116	12 MACK GU713	42	Semi-Tractor	GU713	1M1AXD4YXCM012184
4117	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X0LD686220
4118	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X1LD686221
4119	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X3LD686222
4121	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X5LD686223
4122	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X7LD686224
4123	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X9LD686225
4124	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X0LD686226
4125	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X2LD686227
4126	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X4LD686228
4127	Peterbilt 567 Tractor	42	Semi-Tractor	567	1XPCDK9X6LD686229
4128	did not purchase yet	42	Semi-Tractor	567	
4180	85 MACK R686ST JOB SITE	42	Semi-Tractor	TRACTOR JOB SITE	1M2N179YXFA099316
4240	97 CH613 L- BOY 5094 GPS	42	Semi-Tractor	TRACTORLOWBOYBRIAN	1M1AA18Y9VW0 - 80601
4243	97 MACK CH613 AGG/SALT SA	42	Semi-Tractor	TRACTOR AGGSALT SPR	1M2AA13Y1VW0 - 76917
4250	98 CH613A LOW BOY-TOM-509	42	Semi-Tractor	CH613A LOW BOY	1M2AA18Y4WW001834
4254	98 MACK RD688S S-5176 GPS	42	Semi-Tractor	98 MACK RD688S RD	1M1P270Y7WM0 - 42089
4255	98 MACK RD688S S-5106-TUR	42	Semi-Tractor	98 MACK RD688S RD	1M1P270Y3WM0 - 42090
4256	00 MACK RD688S S-5245-REI	42	Semi-Tractor	RD688S	1M1P270Y9YM0 - 55316
4257	00 MACK RD688S S-5246-SAL	42	Semi-Tractor	RD688S	1M1P270Y0YM0 - 55317
4258	00 MACK RD688S S-5225	42	Semi-Tractor	RD688S	1M1P270Y2YM - 055318
4264	00 MACK CH613 AGG/SALT SP	42	Semi-Tractor	TRACTOR SHOP	1M2AA13Y71W - 133552
4270	01 MACK CH613 S-5094 GPS	42	Semi-Tractor	2001 C613	1M2AA18YX1W - 136342
4280	06 MACK CXN 613 - 5006 BR	42	Semi-Tractor	CXN 613	1M2AK07Y27N - 017465
4289	03 MACK RD688S R6-5161 RO	42	Semi-Tractor	MACK RD688S	1M1P270YX3M0 - 66351
4290	10 MACK CXU 613 LOWBOY 50	42	Semi-Tractor	CXU613	1M2AW07Y2AN-011130
4341	03 FORD F550 SHOP STAKE	48	Dump Trucks Cont - 4 Wheel	FORD F550	1FDAF56P63EC57638
4342	03 FORD F550 -TOTALLED	43	Mechanic Truck	FORD F550	1FDAF56P83EC57639
4343	03 FORD F750 LUBE TRUCK	43	Mechanic Truck	FORD F750	3FRXF75494V610898
4348	07 FORD F550 - MIKE G #15	43	Mechanic Truck	2006 FORD F550	1FDAF56P6 - 7EA72768
4349	07 FORD F550 - Ryan W	43	Mechanic Truck	2007 FORD F550	1FDAF56P4 7EA72770
4350	07 FORD F550 Manny R	43	Mechanic Truck	2007 FORD F550	1FDAF56P87EA72769
4351	07 FORD F650 spare	43	Mechanic Truck	2007 FORD F650	3FRNF65R87V506310
4352	08 FORD F550 (Trading)	43	Mechanic Truck	08 F550 XL	1FDAF56R6-8ED75021
4353	10 FORD F550 Brian Bu	43	Mechanic Truck	F550	1FDAF5GR2 - AEB37784
4354	10 FORD F550 Ryan B	43	Mechanic Truck	F550	1FDAF5GR4AE837785
4355	12 DODGE 5500 Robert P	43	Mechanic Truck	5500	3C7WDMBL4CG105690
4356	15 FORD F550 -Mark K	43	Mechanic Truck	F550	1FDUF5GT9FED43653

4357	15 FORD F550 - Matt	43	Mechanic Truck	F550	1FDUF5GT0FED43654
4358	15 FORD F550 - Rich	43	Mechanic Truck	F550	1FDUF5GT2FED43655
4359	16 FORD F550 - ED	43	Mechanic Truck	F550	1FDUF5GT4GE825654
4360	17 FORD F550 MECHANIC-Justin	43	Mechanic Truck	F550	1FDX5HTXHED20508
4361	17 FORD F750 4X4 MECHANIC Alix	43	Mechanic Truck	F750	1FDXX7DC2HDB08207
4362	18 Ford F750 Crew Cab Mech Dan	43	Mechanic Truck	F750 CREW CAB	1FDXX7DC5JDF03262
4476	89 MS200P CO DMP MARKHAM	48	Dump Trucks Cont - 4 Wheel	MS200P 14CONT DUMP	VG6M1118XXB030016
4489	93 FORD F700SAW TRK 1704	48	Dump Trucks Cont - 4 Wheel	FORD F700 16FT	1FDNK72CX - PVA22757
4490	89 F800 BOOM 18' BED Natl	46	Boom - Crane Trucks	89 FORD F800	1FDPK84A1KVA10211
4495	96 CF7000-24'BOX NAP PRO	45	Asphalt Box Service Truck	1996 FORD CF7000	1FDXH70C6TVA00355
4497	94 F700-FURNITURE TK	43	Mechanic Truck	1994 F700 24FT BOX	1FDNK72C2 - RVA30239
4500	99 MS200 24' BOX DUPAGE S	45	Asphalt Box Service Truck	1999 MACK MS200P	VG6M116A1XB203073
4502	83 MACK RWS786LST MARKHA	50	Six Wheel Dump Truck	1982 MACK RWS786L	1M2V209CXDM001261
4503	95 F800 GROUT TRUCK DAN C	48	Dump Trucks Cont - 4 Wheel	1995 F800	1FDWF82C0SVA66189
4506	96 F800 New Boom	46	Boom - Crane Trucks	F800 W8800 4S EFFER	1FDXF80C3TVA03161
4508	98 LOUISVILLE 24' BOX SER	44	Concrete Box Service Truck	LOUISVILLE LB500	1FDXN80F5WVA04300
4509	01 STERLING 24' BOX SER.	44	Concrete Box Service Truck	STERLING 7500	2FZAAKAKS1A - H60742
4510	98 F800 10' DUMP MARKHAM	48	Dump Trucks Cont - 4 Wheel	F800 10 DUMP	1FDPF80C7 - WVA15379
4511	04 F750 CONT. DUMP FRANK	48	Dump Trucks Cont - 4 Wheel	F750 14 CONT DUMP	3FRXF75424V613691
4512	04 F750 CONT. DUMP SHOP S	48	Dump Trucks Cont - 4 Wheel	F750 14 CONT DUMP	3FRXF75454V610896
4513	04 Ford F750 Dump Truck	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF75474V610897
4514	16 Ford Translt Wagon	65	Automobiles	TRANSIT	1FBZX2CM9GKB33081
4515	16 FORD TRANSIT WAGON	65	Automobiles	TRANSI	1FBZX2CM8GKB33086
4516	16 FORD TRANSIT WAGON	65	Automobiles	TRANSIT	1FBZX2YG6GKB33610
4519	04 F750 BOOM /CYLINDER CONT. D	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF75T9 - 4V685009
4520	04 F750 CONT. DUMP DUPAGE	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF75T5 - 4V685010
4521	04 F750 CONT. DUMP FRANK	48	Dump Trucks Cont - 4 Wheel	04 F750 CONT DUMP	3FRXF75T74V685008
4522	04 F750 CONT. DUMP MARK L	48	Dump Trucks Cont - 4 Wheel	04 F750 CONT DUMP	3FRXF75T54V685007
4523	05 F750 CONT DUMP FRANK R	48	Dump Trucks Cont - 4 Wheel	2005 FORD F750XL	3FRXF75T5 - 5V204867
4524	05 F750 DUMP TIM S 3/15	48	Dump Trucks Cont - 4 Wheel	2005 FORD 750 XL	3FRXF75T75V204868
4525	06 F750 WASH TRUCK PEDRO	43	Mechanic Truck	2006 F750	3FRXF75T16V258975
4526	06 F750 CONT DUMP DAN C #	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF75T3 - 6V265040
4527	06 F750 CONT DUMP	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF75T5 - 6V265041
4528	06 F750 20' BOX MARK L	45	Asphalt Box Service Truck	F 750 XLT	3FRXF75T86V297370
4530	07 F750 20' BOX SER. Nap	45	Asphalt Box Service Truck	FORD F750 XLT	3FRXF75T7 - 7V505420
4531	07 F750 20' BOX MARKHAM	45	Asphalt Box Service Truck	2007 FORD F750 XLT	3FRXF75T97V505421
4532	07 F750 CONT DUMP MARKHA	48	Dump Trucks Cont - 4 Wheel	2007 FORD F750 XLT	3FRXF75T97V505418
4533	07 F750 CONT DUMP FRANK	48	Dump Trucks Cont - 4 Wheel	2007 FORD F750 XLT	3FRXF75T0 - 7V505419
4534	08 FORD F750 BOOM FRANK R	46	Boom - Crane Trucks	F750	3FRXF75T7-8V062042
4536	10 FORD F750 CONT DUMP N	48	Dump Trucks Cont - 4 Wheel	FORD F750 XL	3FRXF7FH3-AV274582
4537	10 FORD F750 CONT DUMP Jo	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF7FH5AV274583
4538	10 FORD F750 20' BOX MAR	45	Asphalt Box Service Truck	F750 20 FT BOX	3FRXF7FH9 - AV274585
4539	10 FORD F750 24' CONCRETE	44	Concrete Box Service Truck	F750 24 FT BOX	3FRXF7FH0AV274586
4542	11 FORD F750 20' ASPH BOX	45	Asphalt Box Service Truck	F750	3FRXF7FK1BV699537
4543	11 FORD F750 CONT. DUMP M	48	Dump Trucks Cont - 4 Wheel	F750	3FRXF7FK7BV079064
4544	15 FORD F750 BEARCAT PRIM	47	Prime - Agg - Crue Trucks	BEARCAT	3FRXF7FG0 - FV730570
4545	16 FORD F750 PRIME TRUCK	47	Prime - Agg - Crue Trucks		1FDXF7DC9GDA03598
4546	16 F750 10' CONTRACTOR DU	48	Dump Trucks Cont - 4 Wheel	F750	1FDXF7DC1GDA03594
4547	16 F750 14' CONTRACTOR DU	48	Dump Trucks Cont - 4 Wheel	F750	1FDXF7DC3GDA03595
4548	16 FORD F750 ASPH SVC TRK	45	Asphalt Box Service Truck	F750	1FDXW7DC7GDA03597
4549	18 Ford F750 Box Service Truck	45	Asphalt Box Service Truck	F750	1FDXF7DCXJDF03261
4550	19 Ford Box Service Truck	45	Asphalt Box Service Truck	F750	1FDXF7DC7KDF05518
4601	79 FORD F8000 Move to DuP	50	Six Wheel Dump Truck	LT8000 TA DUMP 12	U800VDGB285
4603	86 FORD LNT8000 ohare 6 2	50	Six Wheel Dump Truck	FORD LNT8000	1FDYW8006GVA34617
4604	86 FORD LNT8000 HODGKINS	50	Six Wheel Dump Truck	FORD LNT8000	1FDYW80U0GVA60484
4605	86 VOLVO WHITE- NAPER PLN	50	Six Wheel Dump Truck	VOLVO WHITE SHO	1WUADCMD1GN108513
4609	78 MACK DM685 CHICAGO WAT	50	Six Wheel Dump Truck	SDXWHEELER AGGSPDR	DM685S38855
4613	01 KENWORTH FUEL TRUCK GP	43	Mechanic Truck	2001 KENWORTH T800	1NKOLTOXX11 - 881162
4614	91 MACK DM690S SIX WHEEL	50	Six Wheel Dump Truck	SIX WHLR DUMPSHOP	1M2B206COMMM009361
4615	91 MACK DM690S 6 WHEEL LE	50	Six Wheel Dump Truck	SIX WHLR DUMPNAPER	1M2B206C2NMM009362
4616	91 MACK DM690S WHEEL	50	Six Wheel Dump Truck	SIX WHLR DUMPMARK	1M2B206C4MM009363
4617	91 MACK DM690S SIX WHEEL	50	Six Wheel Dump Truck	SIX WHLR DUMPNAPER	1M2B206C6NMM009364
4618	91 MACK DM690S Patch King	50	Six Wheel Dump Truck	SIX WHLR DUMPSHOP	1M2B206C8MM009365
4619	91 MACK DM690S SIX WHEEL	50	Six Wheel Dump Truck	SIX WHLR DUMPMARK	1M2B206CXMM009366
4621	79 MACK 685ST WATER LEMON	51	Water Truck	WATER TANK TRKNAPER	R685ST79440
4622	84 MACK R686 PLASTIC IS7	51	Water Truck	WATER TANK TRKMARK	1M2N179Y3CA0 - 93453
4625	86 MACK DM685S WATER CHUC	51	Water Truck	WATER TANK TRUCK	1M2B120C6GA058819
4626	84 PETERBILT FRANK R 190	51	Water Truck	WATER TANK TRUCK	1XP4LS0X4EP172970
4628	85 PETE WTR TRK/W/GUN	51	Water Truck	WATER TANK TRUCK	1XP4LS0X7FP190591
4629	87 MACK R686ST WATER MARK	51	Water Truck	1987 MACK R686 ST	1M2N179Y9HA007471

4630	FOR SALOO FORD F750 WATER	51	Water Truck	2000 FORD F750	3FEXF75H7YMA01358
4631	03 FORD F750 WATER TRK JO	51	Water Truck	2003 F750 XLT	3FDXF75RX3MB05591
4632	03 FORD F750 WATER TRK JO	51	Water Truck	F750 XLT	3FDXF75R1-3MB05592
4633	16 FORD F750 WATER TRK	51	Water Truck	F750 SUPER CREW	1FDXF7DC5GDA03596
4634	09 SIX WHEEL DUMP	50	Six Wheel Dump Truck	L7500	2FZHTB509AAAF9441
4900	06 MILL SM ROLL TRLR OHAR	53	Hitch Trailers	6 TON ROLLER TRL	5MTPF1420LA000551
4901	06 MILL SM ROLL TRL 1896	53	Hitch Trailers	6 TON ROLLER TRL	5MTPF142265000552
4902	06 MILL SM ROLL TRL LEMON	53	Hitch Trailers	6 TON ROLLER TLR	5MTPF14246A000553
4903	06 MILL SM ROLL TRL MARKH	53	Hitch Trailers	6 TON ROLLER TRL	5MTPF14266A000554
4904	06 B CREEK S/S F/T TRL MA	53	Hitch Trailers	9 TON TRIAXLE	189FW20356J202129
4905	06 B CREEK S/S F/T TRL NA	53	Hitch Trailers	9 TON TRIAXLE	189FW20316J202130
4906	06 BEAVER CREEK S/S TRL F	53	Hitch Trailers	9 TON TRIAXLE	189FW20306J202135
4907	06 BEAVER CREEK S/S TRL L	53	Hitch Trailers	9 TON TRIAXLE	189FW20346J202137
4909	07 SAW TRAILER 5x8 LEMONT	53	Hitch Trailers	ASASG58SAAS1032475	5NHUAS01171032475
4910	07 LOAD MAX CHILLER TRL 1	53	Hitch Trailers	07 LPH2819UTDPR10E	5L8PH2819UTDPR10E
4911	08 B CREEK S/S F/T TRLR	53	Hitch Trailers	BEAVER CREEK	189FW20378J202085
4912	09 LOAD MAX 20 FT TRL	53	Hitch Trailers	LOAD MAX 20 PINTLE	5L8PS202391015225
4913	13 BARRICADE 10' TRL - OH	53	Hitch Trailers	13 MEB 6 12X10 TRL	492TR1024DA053142
4914	15 Big Tow B5DT Roller Tr	53	Hitch Trailers	BIG TOW	4KNNT1423CL160119
4915	15 Big Tow B5DT Roller Tr	53	Hitch Trailers	BIG TOW B5DT	4KNNT142XGL160120
4916	15 Big Tow B16 S/S Trl	53	Hitch Trailers	BIG TOW B16	4KNNT1827GL160117
4917	15 Big Tow B16 S/S Trl	53	Hitch Trailers	BIG TOW B16	4KNNT1829GL160118
4918	18 Winston Skidsteer Trailer	53	Hitch Trailers	10 TON DUAL TANDEM	1W9AP212XH160209
4919	18 Winston Skidsteer Trailer	53	Hitch Trailers	10 TON DUAL TANDEM	1W9AP2126JH160210
4920	18 Cam Superline Roller Traile	53	Hitch Trailers	14 FT FULL TILT	5JWCF1925JP065564
4921	18 Cam Superline Roller Traile	53	Hitch Trailers	14 FT FULL TILT	5JWCF1927JP065565
4922	18 Utility Saw Trailer	53	Hitch Trailers	5X8 UTILITY SA	4A9C3081911048483
5005	68 TALBERT LOW BOY BEAM	60	Trailers Low Boy	LOW BOY 35 TON	3354
5006	06 TRAILING LOW BOY 4280	60	Trailers Low Boy	LBOY TK80HDG 40TON	1TKJ0493268045939
5009	78 VULCAN DROP DECK 42' C	56	Trailers Flat - Drop Deck	DROP DECK TRLR42FT	VT4533-78
5010	80 VULCAN DROP DECK 42' C	56	Trailers Flat - Drop Deck	DROP DECK TRL 42FT	VT5352-80
5011	69 FREEHAUF CONCRETE NAPE	56	Trailers Flat - Drop Deck	DROP DECK TRAILER	FWK417625
5012	69 FREEHAUF PARTS TRAILER	56	Trailers Flat - Drop Deck	DROP DECK TRAILNAPE	FWJ236035
5013	69 FREEHAUF PARTS TRAILER	56	Trailers Flat - Drop Deck	DROP DECK TRAILER	FWK417618
5015	05 40' CONT.82 .25'x30' N	57	Trailers Van	2005 40 CONTAINER	DDDU301401-5
5016	04 MILL SM. ROLLER TRL MA	53	Hitch Trailers	2004 M6F16 X LOW PRO	5MTPF14204A000501
5017	Trailer	53	Hitch Trailers		5MTPF14294A000500
5019	83 MONON VAN 45' PARTS TR	57	Trailers Van	MONON 45 X 136	67572
5020	83 OWENS TRL CONCRETE PAR	53	Hitch Trailers	SMALL ROLLER TL 12FT	10WATSF23CW008352
5026	68 ETNYRE TANKER 7,500 GA	59	Trailers Tanker	TANKER TRAILER	H1544KB021
5027	73 T/MOBIL TANKER 9,000 G	59	Trailers Tanker	TANKER TRL 9000GAL	K40318
5029	84 MONON 45' FLAT	56	Trailers Flat - Drop Deck	F2167596 45 FLATBE	1NNF04529EM078144
5030	82 HOMEMADE TRL SAW MARKH	53	Hitch Trailers	FB TRAILER WMSAW	SS5011
5031	84 MONON 45' CONCRETE NAP	56	Trailers Flat - Drop Deck	F2167596 45 FLATBED	1NNF042520EM078145
5032	84 MONON 45' FLATBED TRL	56	Trailers Flat - Drop Deck	F2167596 45 TRAILER	1NNF04522EM078146
5033	16 ETNYRE Low Boy Trl	60	Trailers Low Boy	ETNYRE RTN40TD3 PS	1E9319640GE111086
5034	16 ETNYRE Low Boy Trl	60	Trailers Low Boy	16 ETNYRE RTN40TD3	1E9319776GE111103
5041	73 DORSEY CRUSHER TRAILER	56	Trailers Flat - Drop Deck	DROP DECK TRL 45FT	106864
5042	73 DORSEY TRAILER OHA	56	Trailers Flat - Drop Deck	DROP DECK TRL 45FT	108731
5043	73 DORSEY TRAILER #51	56	Trailers Flat - Drop Deck	DROP DECK TRL MARK	106869
5045	79 TRANSCRAFT TRAILER	56	Trailers Flat - Drop Deck	DROP DECK TRAILER	80908
5050	11 40 TON LOWBOY 4270	60	Trailers Low Boy	40 TON TRAIL KING	1TKJ049358M071885
5052	96 TRANSCRAFT ALUM 48 FT	56	Trailers Flat - Drop Deck	EAGLE W2 48 X 102	1TTF48206V20005777
5053	11 ETNYRE 40 Ton 4100 LOW	60	Trailers Low Boy	PRTN40TD3PS	1E9307973BE11346
5054	98 TRANSCRAFT ALUM 48 FT	56	Trailers Flat - Drop Deck	EAGLE 48 AIR RIDE	1TTF48203Y2005806
5056	00 TRANSCRAFT 48 FLATDECK	56	Trailers Flat - Drop Deck	TRANSCRAFT EAGLE	1TTF48204Y2006205
5058	91 BCREEK w/SIDES	53	Hitch Trailers	TRAILER SS 9TN TRI	591129
5059	DOWN 00 TRANS 48' FLAT	56	Trailers Flat - Drop Deck	TRANSCRAFT EAGLE	1TTF48206Y2006206
5060	78 TRANSCRAFT 44' DROP DE	56	Trailers Flat - Drop Deck	DROP DECK TRL 44FT	TC11472
5061	78 TRANSCRAFT 44' DROP DE	56	Trailers Flat - Drop Deck	DROP DECK TRL 44FT	TC11482
5062	73 TRANSCRAFT 44' DROP DE	56	Trailers Flat - Drop Deck	DROP DECK TRL 40 FT	TC4146
5063	77 KENTUCKY DAN C #58 BIL	57	Trailers Van	VAN TRL 45FT 133	53027
5064	77 KENTUCKY BILLBOARD TRL	57	Trailers Van	VAN TRL 45FT 133BL	53053
5065	77 DORSEY TRAILER #14	57	Trailers Van	VAN TRL 40FT 14	122469
5066	SCRAP 73 FRUEHAUF TRAILER	57	Trailers Van		FWR425001
5067	75 TRANSCFT STRETCH DROP	56	Trailers Flat - Drop Deck	TRANSCRAFT TRL	TC5875
5068	78 GREAT DANE BOX TRL MA	57	Trailers Van	VAN TRAILER 40FT MRK	B05969
5069	80 GREAT DANETRAILER LEMO	57	Trailers Van	VAN TRL 40FT TOOL41	B18079
5073	79 GREAT DANE TRLR DARREN	57	Trailers Van	VAN TRAILER 44FT	98401
5075	80 MONON TRAILER - Concre	57	Trailers Van	VAN TRAILER 48FT	48939

5076	94 MILLER TOOL TRL #94 D	57	Trailers Van	VAN TRL 40FT MARK I	52325
5078	05 STRIPING TRAILER	53	Hitch Trailers	TRAILER	SLABE10195M027244
5084	97 BEAVER CREEK 2 AXLE TR	53	Hitch Trailers	TRL SS 65TONNAP	189FW2028VYM020128
5085	97 BEAVER CR 2 AXLE TR (tradin	53	Hitch Trailers	TRL SS 65 TON 51	189FW2027VM202086
5087	74 WATER TANKER CRUSHER 8	59	Trailers Tanker	TANKER JAW 8500 GAL	926658
5089	98 BEAVER CRK-VERMEER 10T	53	Hitch Trailers	DOVE TAIL 85 X 14	189FD1923WM202123
5090	09 40 TON LOWBOY 4290 - 9	60	Trailers Low Boy	40 TON TRAIL KING	1TKJ049349M059351
5091	98 40 TON LOW BOY - 4250	60	Trailers Low Boy	40 TON TRAIL KING	1TKJ05139WM022633
5092	99 B CREEK 3 AXLE S/S F/T	53	Hitch Trailers	9 TON TRIAXLE	189FW2039YM202040
5093	99 B CREEK 3 AXLE S/S F/T	53	Hitch Trailers	9 TON TRIAXLE	189FW2030YM202041
5094	00 40 TON LOW BOY 4270	60	Trailers Low Boy	LBOY TK80HDG 40TON	1TKJ05037YM053271
5095	03 B CREEK S/S F/T TRL PA	53	Hitch Trailers	9 TON TRIAXLE	189FW20343J202053
5096	03 B CREEK S/S F/T TRL DU	53	Hitch Trailers	9 TON TRIAXLE	189FW20363J202054
5097	04 SAW TRL SING AXLE DUPA	53	Hitch Trailers	USASG5BSA	4X4TSE01241017680
5098	04 SAW TRL SINGLE AXLE	53	Hitch Trailers	USASG5BSA	4X4TSE01241017681
5229	02 22' HILBILT TRAILER 42	55	Trailers Dump	MONGOOSE 22 HI SPIL	1H9A3E3C421015105
5230	02 22' HILBILT TRAILER 42	55	Trailers Dump	MONGOOSE 22 HI SPIL	1H9A3E3C221015104
5231	02 24' HILBILT TRAILER 42	55	Trailers Dump	MONGOOSE 24 HI SPIL	1H9A3E4C921015101
5236	03 24' HILBILT TRAILER	55	Trailers Dump	MONGOOSE 24 HI SPIL	1H9A3E4C531015050
5237	03 24' HILBILT TRAILER	55	Trailers Dump	MONGOOSE 24 HI SPIL	1H9A3E4C231015054
5238	06 HILBILT 22' HI-SPILL	55	Trailers Dump	MONGOOSE 22 HISPI	1H9A3E3C661015063
5239	06 HILBILT 22' HI-SPILL	55	Trailers Dump	MONGOOSE 22 HISPI	1H9A3E3C861015064
5240	06 HILBILT 22' HI-SPILL	55	Trailers Dump	MONGOOSE 22 HISPI	1H9A3E3C161015066
5241	06 HILBILT 22' HI-SPILL	55	Trailers Dump	MONGOOSE 22 HISPI	1H9A3E3C361015067
5242	06 HILBILT 22' HI-SPILL	55	Trailers Dump	MONGOOSE 22 HISPI	1H9A3E3C761015069
5243	07 HILBILT 22' HI SPILL M	55	Trailers Dump	HIDUMP DUMP TRLR	1H9A3E3C071015075
5244	07 HILBILT 22' HI SPILL M	55	Trailers Dump	HIDUMP DUMP TRLR	1H9A3E3C271015076
5245	07 HILBILT 22' HI SPILL M	55	Trailers Dump	HIDUMP DUMP TRLR	1H9A3E3C471015077
5246	07 HILBILT 22' HI SPILL M	55	Trailers Dump	HIDUMP DUMP TRLR	1H9A3E3C671015078
5247	07 HILBILT 22' HI SPILL M	55	Trailers Dump	HIDUMP DUMP TRLR	1H9A3E3C871015079
5248	08 HILBILT 22' HI SPILL M	55	Trailers Dump	DUMP TRLR	1H9A3E3C081015028
5249	08 HILBILT 22' HI SPILL M	55	Trailers Dump	DUMP TRLR	1H9A3E3C281015029
5250	08 HILBILT 22' HI SPILL M	55	Trailers Dump	DUMP TRLR	1H9A3E3C981015030
5251	08 HILBILT 22' HI SPILL M	55	Trailers Dump	DUMP TRLR	1H9A3E3C081015031
5252	08 HILBILT 22' HI SPILL M	55	Trailers Dump	DUMP TRLR	1H9A3E3C281015032
5253	10 HILBILT 24' HI SPILL M	55	Trailers Dump	24 HI SPILL MONGOOS	1H9A3E4C6A1015023
5300	12 ETNYRE 35' LIVE BOTTOM	61	Trailers Live Bottom	LB3353A FALCON TRI	1E9V17596CE111419
5301	12 ETNYRE 35' LIVE BOTTOM	61	Trailers Live Bottom	LB3353A FALCON TRL	1E9V17602CE111420
5302	13 ETNYRE 35' LIVE BOTTOM	61	Trailers Live Bottom		1E9V17989DE111255
5303	13 ETNYRE 35' LIVE BOTTOM	61	Trailers Live Bottom		1E9V17989 - DE111256
5304	13 TRAIL KING 35' LIVE BO	61	Trailers Live Bottom		1TKL03731DW021271
5305	13 TRAIL KING 35' LIVE BO	61	Trailers Live Bottom		1TKL03731DW021272
5306	14 TRAIL KING 35' LIVE BO	61	Trailers Live Bottom	OLB332NG2	1TKL03738EW044484
5307	14 TRAIL KING 35' LIVE BO	61	Trailers Live Bottom	OLB332NG2	1TKL0373XEW044485
5308	18 Trail King Live Bottom Trai	61	Trailers Live Bottom	LIVE BOTTOM	1TKL03123JW036626
5309	18 Etnyre Live Bottom	61	Trailers Live Bottom	LIVE BOTTOM	1E9V23033JE111268
5310	Trail King Live Bottom	61	Trailers Live Bottom	LIVE BOTTOM	1TKL03125KW051565
5452	98 MCNEILUS AR MIXER #425	58	Trailers Mixer	13 CUYRD T800B	48373
5453	98 MCNEILUS AR MIXER #425	58	Trailers Mixer	13 CUYRD T800B	48640
5454	98 MCNEILUS AR MIXER #425	58	Trailers Mixer	13 CUYRD T800B	48502
5455	98 MCNEILUS AR MIXER #425	58	Trailers Mixer	13 CUYRD T800B	1M9SM4028WD464013-48676
5456	00 MCNEILUS AR MIXER - pa	58	Trailers Mixer	13 CUYRD T800B	55795
5457	00 MCNEILUS AR MIXER	58	Trailers Mixer	13 CUYRD T800B	56016
5458	00 MCNEILUS AR MIXER	58	Trailers Mixer	13 CUYRD T800B	1M9SM4021YD464082
5466	01 MAXON 12 YD AGITOR	58	Trailers Mixer	12 YD	1M9SM4021YD464101
5489	02 MAXON 12YD AGITOR	58	Trailers Mixer	12 YD	1M9SM40262D464120

RETURN WITH BID FORMS

<u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u>	<u>NUMBER AVAILABLE</u>
_____	_____
_____	_____
_____	_____

5. Inventory

The following materials and supplies are currently in Bidder's inventory, are uncommitted to any other project, and will be employed in the Work:

<u>INVENTORY ITEM</u>	<u>QUANTITY AVAILABLE</u>
<u>We have Ample Asphalt as needed</u>	<u>As Needed.</u>
_____	_____
_____	_____

6. Subcontractors' and Suppliers' Commitments

Bidder has entered into contracts for, or has received firm offers for, all subcontract work and all materials required to complete the Work except as noted and explained below:

<u>Yes. None.</u>

7. Subcontractor and Supplier Relations

Bidder normally employs one or more of the following subcontractors or suppliers for projects such as the Work:

<u>SUBCONTRACTOR OR SUPPLIER</u>	<u>TRADE OR TYPE</u>
<u>Schroeder & Schroeder</u>	<u>Curb & Gutter</u>
<u>H & H Electric</u>	<u>Electrician</u>
<u>High Star / Maintenance Coatings</u>	<u>Traffic Striping</u>
_____	_____

RETURN WITH BID FORMS

8. Unions

Bidder anticipates employing, either directly or through subcontractors, trades represented by the following union locals:

<u>TRADE</u>	<u>UNION LOCAL</u>	<u>CONTRACT EXPIRATION</u>
<u>OPERATORS</u>	<u>LOCAL 150</u>	<u>3 years</u>
<u>LABORERS</u>	<u>MULTIPLE</u>	<u>3 years</u>
<u>FINISHERS</u>	<u>MULTIPLE</u>	<u>2 years</u>
<u>TEAMSTERS</u>	<u>MULTIPLE</u>	<u>1 year</u>
_____	_____	_____

9. Current Projects

Bidder is currently involved in the following on-going construction projects and no others:

See attached

<u>OWNER</u>	<u>DESCRIPTION OF WORK</u>	<u>PROJECTED COMPLETION DATE</u>	<u>CONTRACT BALANCE</u>
<u>See Attached.</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. Status of Current Projects

None of the current projects listed in Item 8 above are in default, subject to damages or penalties for delay, behind schedule or over budget except as noted and explained below:

NONE



**Illinois Department
of Transportation**

**Inspector's
Daily Report**

County DuPage

Section 22-00127-00-RS

Route FAU 2575 (Lorraine Road)

District 1

Contract No. 61J76

Job No. C-91-074-23

Project IQU3(739)

Date _____

Contractor or Sub. _____

Weather _____

	Initial(s)	Date
Inspected by:	_____	_____
Measured by:	_____	_____
Calculated by:	_____	_____
Checked by:	_____	_____

Item Code #	Fund Code (Opt.)	Item	Location	Quantity and Units	Evidence of Material Inspection (Optional)	Posted in Q Book

This is: ☐ an estimated progress measurement (item no.: _____)

☐ a final field measurement (item no.: _____)

Remarks: (e.g., instruction to Contractor, special problems, sketches with dimensions for final measurements, computations, number of persons working, hours worked) Use reverse side, if needed.

Primary Customer	Project Title	Status	Value	Contract Reference
Judlau	Judlau IDOT 60X10 Weber Rd	Active	\$3,218,654.49	60X10
ISTHA	ISTHA 4255 I 355	Active	\$22,448,662.92	4255
IDOT	IDOT 22 62G64 US 20 Lake	Active	\$3,428,345.14	62G64
Dept. of Aviation	TPAP-TP Taxiway A&B K-4	Active	\$14,477,000.00	
Cook County Highway De	Cook Roberts Road	Active	\$6,325,000.00	
Curran	Curran ISTHA 4704 I 490	Active	\$366,417.44	4704
Dept. of Aviation	Turner Paschen TPAP TP-12	Active	\$13,105,000.00	
IDOT	IDOT 62F90 IL 43 Harlem	Active	\$1,287,974.16	62F90
IDOT	IDOT 115 Joliet Rd 60X71	Active	\$2,108,299.99	60X71
IDOT	IDOT 62J89 Michigan Ave	Active	\$4,658,001.62	62J89
IDOT	IDOT 62A38 IL 171	Active	\$1,462,097.78	62A38
Walsh	Walsh ISTHA 4496 I 294	Active	\$873,999.25	4496
Walsh	Walsh ISTHA 4431 Mile Long	Active	\$3,571,762.49	4431
FH Paschen	Paschen ISTHA 4517 I 294	Active	\$3,328,250.15	4517
FH Paschen	Paschen ISTHA 4519 I 294	Active	\$6,085,179.20	4519
Village of Summit	Summit 2020 Street Resurf	Active	\$1,316,984.73	
IDOT	IDOT 62L01 Riverside	Active	\$496,965.00	62L01
Walsh	Walsh ISTHA 4518 I 294	Active	\$4,045,664.26	4518
IDOT	IDOT 61G12 31st Street	Active	\$6,239,378.15	61G12
IDOT	IDOT 62I73 US 34 Ogden	Active	\$1,608,306.83	62I73
IDOT	IDOT 62L50 130th St.	Active	\$902,974.90	62L50
IDOT	IDOT 61G59 Clarendon Hill	Active	\$552,568.21	61G59
Martam	Martam IDOT 62K96	Active	\$130,979.71	62K96
Martam	Martam ISTHA 4554 I 294 O	Active	\$1,298,911.00	4554
Pan Oceanic	PanOceanic IDOT 61G28 Com	Active	\$309,978.87	61G28
IDOT	IDOT 62L23 RT 83 I 290 IL	Active	\$3,619,222.42	62L23
IDOT	IDOT 62M14 Torrence Ave	Active	\$970,850.00	62M14
Dunnet Bay	Dunnet Bay ISTHA 4475 I57	Active	\$1,000,976.73	4475
FH Paschen	Paschen 118th Street	Active	\$296,189.00	
FH Paschen	Paschen 122nd Street	Active	\$307,110.00	
IDOT	IDOT 61H02 Grand Ave	Active	\$3,916,381.59	61H02
City of Chicago	Chicago O'Hare Txyw Y	Active	\$6,673,744.60	
ICC Group	ICC IDOT 60T06 IL 43 Harl	Active	\$145,437.29	60T06
Lorig	Lorig ISTHA 4555 Plainfield	Active	\$856,380.90	4555
Campanella & Sons	IDOT LE055 Lewis Univ. Airport	Active	\$177,321.55	LE055
IDOT	IDOT 62L07 Oak Park 31st	Active	\$1,519,500.00	62L07
IDOT	IDOT 62F84 Glenwood Dyer	Active	\$4,242,424.00	62F84
Cook County Highway De	Pavement Preservation & Rehab	Active	\$3,885,158.74	20-PPRPS-00-PV
Austin Powers Partners	ORD Term 5	Active	\$189,775.00	
IHC Construction	MWRDGC Addison Creek	Active	\$393,855.78	
IDOT	IDOT 62K30 I 55 SB	Active	\$6,375,389.42	62K30
IDOT	IDOT 62K51 I 55 NB	Active	\$6,343,481.64	62K51

IDOT	IDOT 62H97 I 55 Frontage	Active	\$1,359,554.95	62H97
IDOT	IDOT 62L12 Torrence Ave	Active	\$1,443,742.02	62L12
IDOT	IDOT 62C25 East Ave	Active	\$16,873,741.63	62C25
ISTHA	ISTHA 4821 I 294	Active	\$3,906,755.81	4821
IDOT	Gallagher/K5/D IDOT 62M84	Active	\$7,436,568.70	62M84
IDOT	IDOT 129 62P90 SW Hwy.	Active	\$444,444.44	62P90
Dunnet Bay	Dunnet Bay ISTHA 4714	Active	\$835,846.65	4714
Village of Dolton	Dolton 2022 Alley Resurf	Active	\$759,707.90	
ISTHA	ISTHA 4594 88th 294	Active	\$267,000.00	4594
City of Chicago Dept. of A	Taxiway NN	Active	\$8,623,213.00	
ISTHA	Walsh ISTHA 4456 Hinsdale	Active	\$62,443.80	4456
IDOT	IDOT 62P19 Glenwood Dyer	Active	\$1,657,116.60	62P19
IDOT	IDOT 61H39 Fairview Ave D	Active	\$838,973.65	61H39
IDOT	IDOT 62N78 Ogden Ave.	Active	\$2,790,520.00	62N78
City of Chicago Dept. of A	Turner ORD TPAP 26	Active	\$37,837,136.00	TPAP-26
Du Page County	DuPage Co 2022 South Area	Active	\$4,572,458.00	
IDOT	IDOT 97 Shields Ave Maple to Custer Brookfield	Active	\$780,544.00	61H67
IDOT	IDOT 100 Grand Ave Elm to IL 43	Active	\$3,113,351.00	62N99
City of Naperville	Naperville 2022 City Prog	Active	\$4,973,248.00	
IDOT	IDOT 62N43 LaGrange Rd	Active	\$1,190,920.00	62N43
IDOT	IDOT 61H70 Washington Ave	Active	\$1,451,412.00	61H70
IDOT	IDOT 62N81 Willow Springs	Active	\$3,271,012.70	62N81
Paschen ISTHA 4832 I 294	294 Hinsdale Oasis to 47th S, IL	Active	\$5,822,723.00	4832
Paschen ISTHA 4833 I 294	294 47th to Ogden, IL	Active	\$6,632,042.00	4833
City of Chicago Dept. of A	TPAP TP 33	Active	\$327,420.00	
IDOT	IDOT 61J00 94th Ave	Active	\$1,283,760.00	61J00
Will County	135th Street	Active	\$8,155,286.37	16-00068-15-FP
City of Chicago Dept. of A	TPAP TP 32	Active	\$9,877,524.00	TPAP-TP-32
IDOT	IDOT 46	Active	\$831,305.01	61J11
IDOT	IDOT 48	Active	\$977,657.63	61J13
Lake County Grading	IDOT Wolf's Crossing Road	Active	\$1,630,065.00	87783
UPRR	UPRR Lathrop CA	Active		
Cook County Highway De	Gallagher/K-Five Cook Co	Active	\$4,641,966.81	
ISTHA	ISTHA 4879 I 88 at Rt 31	Active	\$1,074.00	4879
City of Naperville	2023 Various Streets	Active	\$6,720,546.00	
ISTHA	ISTHA 4884 I 294 SB 95IST	Active	\$5,632,993.00	4884
MWRDGC	MWRDGC Lawndale	Active	\$7,417,412.00	
IDOT	Contract 61J37 71st St Downer	Active	\$493,000.00	61J37
IDOT	Contract 61J41 Woodward DG	Active	\$509,199.00	61J41
Village of Westmont	2023 MFT Various	Active	\$1,715,770.00	
City of Naperville	2023 Street Resurfacing	Active	\$3,863,694.00	
IDOT	Contract 62G37 55th Street Western Springs	Active	\$9,496,987.00	
IDOT	Contract BO006 Clow Airport	Active	\$2,124,223.00	BO006

Reyes Group	TPAP TP 31 Twp Kl	Active	\$266,096.00	
Rausch	MWRD 1st Ave	Active	\$217,442.00	
Martam	Blue Island Olde Western Ave	Active	\$133,308.00	
IDOT	Contract 61H88 Ridge Rd Lans	Active	\$2,144,525.00	61H88
IDOT	Contract 61J40 Crescent Blvd.	Active	\$1,620,837.00	61J40
IDOT	Contract 62N36 I-57	Active	\$6,432,231.00	62N36
IDOT	Contract 62R59 I 90 I 290	Active	\$891,023.00	62R59
Village of Bridgeview	2023 MFT Street Resurfacing	Active	\$532,177.00	
Village of LaGrange Park	Morgan & Harrison	Active	\$479,966.00	
Village of Hodgkins	Kane Ave.	Active	\$151,322.00	
Village of McCook	Joliet Ave.	Active	\$166,916.00	
Reyes Group	TPAP Tank Farm Improvements	Active	\$671,033.00	
ISTHA	ISTHA RR-23-4914 Ramp Repairs	Active	\$1,079,697.00	RR-23-4914
IDOT	IDOT 13 135th Street Romeoville	Active	\$2,885,523.00	61J80
IDOT	IDOT 16 Fullerton Ave Glendale Heights	Active	\$1,717,494.00	61J85
IDOT	IDOT 13A Joliet Airport Parking Lot	Active	\$235,118.00	10027
ISTHA	ISTHA RR-23-4931	Active	\$7,928,233.17	RR-23-4931
IDOT	IDOT 54 Janes Ave. Woodridge	Active	\$2,045,191.76	61K02
IDOT	IDOT 72 Pulaski Rd.	Active	\$1,441,856.00	62T87
IDOT	IDOT 134	Active	\$180,471.67	62R40
Cook County Highway Dept	88th/Cork Ave.	Active	\$25,819,361.29	
Naperville	2024 Street Resurfacing Program MFT North	Active	\$6,438,412.25	24-023
Hometown	89th Place	Active	\$652,717.50	
Hometown	Corcoran	Active	\$403,461.25	
ISTHA	ISTHA RR-23-1939 JV with Denier	Active	\$6,871,238.00	RR-23-1939
Will County	Weber Road	Pending	\$922,629.00	
IDOT	Main Street Downers Grove	Pending	\$2,384,158.76	
IDOT	Oakbrook Maintenance Yard	Pending	\$780,422.00	
City of Naperville	MFT South	Pending	\$4,163,126.63	

RETURN WITH BID FORMS

11. Potential Projects

Bidder currently has outstanding bids or proposals on the following construction projects and no others:

<u>OWNER</u>	<u>DESCRIPTION OF WORK</u>	<u>SCHEDULED CONTRACT TIME</u>	<u>APPROX. BID AMT.</u>
See Attached List.	("Pending")		

12. Contracts Abandoned

Neither Bidder nor any predecessor organization has ever failed to complete a contract except as noted and explained below:

None

13. Contract Defaults

Neither Bidder nor any predecessor organization has ever defaulted on, or been terminated for cause on, a contract except as noted and explained below:

None

RETURN WITH BID FORMS

14. Litigation

Neither Bidder nor any predecessor organization is, or within the past five years has been involved as, a party to any litigation except as noted below:

<u>CASE NAME</u>	<u>COURT JURISDICTION</u>	<u>DOCKET NUMBER</u>
<u>See Attached List.</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

15. Financial Strength

Provide copies of Bidder's (or any predecessor organization's) audited financial statements for the last two fiscal years, including, at a minimum, income statement, balance sheet and statement of changes in financial position, together with footnotes. In addition, complete the following Condensed Net Worth Statement as of the most recently ended calendar quarter. *SEE ATTACHED FINANCIAL STATEMENTS AND IDOT CERTIFICATES OF ELIGIBILITY*

CONDENSED NET WORTH STATEMENT *"Super Unlimited"*

ASSETS

1.	Cash	\$ _____
2.	Stocks and Bonds	_____
3.	Notes Receivable	_____
4.	Accounts Receivable (including bid deposits & amounts accrued on uncompleted contracts)	_____
5.	Accrued Interest	_____
6.	Real Estate	_____
7.	Material Inventory	_____
8.	Equipment (depreciated value)	_____
9.	Furniture and Fixtures (depreciated value)	_____
10.	Other Assets	_____
	Total Assets	\$ _____

<u>Case Number</u>	<u>Title</u>	<u>Role</u>	<u>Legal Status</u>
2019L 000791	JOSHUA HIMAN -VS- ILLINOIS STATE TOLL HIGHWAY AUTHORITY	DEFENDANT	CLOSED
2022LA001078	BLAKE GENZLER -VS- K-FIVE CONSTRUCTION CORPORATION ET AL.	FIRST-NAMED DEFENDANT	ACTIVE
2022LA001078	BLAKE GENZLER -VS- K-FIVE CONSTRUCTION CORPORATION ET AL.	COUNTER PLAINTIFF	ACTIVE
2021CH000087	PREMIER DESIGN PLUS BUILD GROUP LLC -VS- K-FIVE CONSTRUCTION CORPORATION	FIRST-NAMED DEFENDANT	CLOSED
2021AR000247	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ET AL. -VS- MAGGIE SEEFELDT-SWANSON ET AL.	DEFENDANT	CLOSED
2021AR000247	STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ET AL. -VS- MAGGIE SEEFELDT-SWANSON ET AL.	COUNTER DEFENDANT	CLOSED
2020CH000253	ABARI CONSTRUCTION INC -VS- K-FIVE CONSTRUCTION CORPORATION	FIRST-NAMED DEFENDANT	CLOSED
2019L 000778	JACQUET MCCLENDON -VS- GUSTAVO ADOLFO HENAO JIMENEZ ET AL.	DEFENDANT	CLOSED



Illinois Department
of Transportation

Certificate of Eligibility

Contractor No 3069

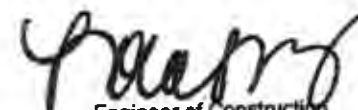
K-Five Construction Corporation
999 Oakmont Plaza Drive Suite 200 WESTMONT, IL 60559

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

SUPER UNLIMITED

001	EARTHWORK	\$6,400,000
002	PCC PAVING	Unlimited
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$2,775,000
017	CONCRETE CONSTRUCTION	\$40,700,000
031	PAVT. TEXTUR. & SURF. REM.	\$4,475,000
032	COLD MILL PLAN. & ROTOMILL	\$10,375,000
034	DEMOLITION	\$1,900,000
08A	AGGREGATE BASES & SURF. (A)	\$8,500,000
09A	HIGHWAY STRUCTURES	\$3,325,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/8/2023 TO 6/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 8/8/2023.


Engineer of Construction



**Illinois Department
of Transportation**

Certificate of Eligibility

K-Five Construction Corporation
999 Oakmont Plaza Drive Suite 200 WESTMONT, IL 60559

Contractor No 3069
(1st Revision)

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

SUPER UNLIMITED

001	EARTHWORK	\$6,875,000
002	PCC PAVING	\$35,750,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$1,875,000
017	CONCRETE CONSTRUCTION	\$35,400,000
031	PAVT. TEXTUR. & SURF. REM.	\$1,450,000
032	COLD MILL, PLAN. & ROTOMILL	\$8,125,000
034	DEMOLITION	\$1,475,000
08A	AGGREGATE BASES & SURF. (A)	\$5,900,000
09A	HIGHWAY STRUCTURES	\$2,025,000
15A	COVER & SEAL COATS (A)	\$300,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 2/16/2023 TO 6/30/2023 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 2/16/2023.

Engineer of Construction



999 Oakmont Plaza Drive • Suite 200 • Westmont, IL 60559
(630) 257-5600 Fax (630) 257-6788
www.k-five.com

FINANCIAL STATEMENTS

Please note that K-Five Construction Corporation is a privately held company for which financial statements are not made readily available. However, below you will find a summary of financial information you may find helpful. The financial statements of K-Five Construction and affiliates are audited by Clifton Larson Allen LLP. For the fiscal year ended February 29, 2024, we received an unqualified opinion. Please also note that K-Five is prequalified by the Illinois Department of Transportation, the Illinois Capital Development Board, the City of Chicago, the State of Indiana, and the State of Wisconsin.

FOR THE YEAR ENDED FEBRUARY 29, 2024

Total Revenues	\$259,096,900
Net Income	\$18,500,700
Total Assets	\$136,013,000
Working Capital	\$46,722,400
Total Shareholders' Equity	\$106,576,000

Please note that if necessary, we can arrange for an individual from your office to review our audited financial statements in our office, however, no copies will be released.

K-FIVE CONSTRUCTION CORPORATION

A handwritten signature in black ink, appearing to read 'Gina Portschy', is written over a horizontal line.

Gina Portschy
Controller



999 Oakmont Plaza Drive • Suite 200 • Westmont, IL 60559
(630) 257-5600 Fax (630) 257-6788
www.k-five.com

FINANCIAL STATEMENTS

Please note that K-Five Construction Corporation is a privately held company for which financial statements are not made readily available. However, below you will find a summary of financial information you may find helpful. The financial statements of K-Five's parent company, K-FAM Limited Liability Company, are audited by Clifton Larson Allen LLP. For the fiscal year ended February 28, 2023, we received an unqualified opinion. Please also note that K-Five is prequalified by the Illinois Department of Transportation, the Illinois Capital Development Board, the City of Chicago, the State of Indiana, and the State of Wisconsin.

FOR THE YEAR ENDED FEBRUARY 28, 2023

Total Revenues	\$254,717,500
Net Income	\$368,900
Total Assets	\$127,305,000
Working Capital	\$33,767,300
Total Shareholders' Equity	\$88,075,300

Please note that if necessary, we can arrange for an individual from your office to review our audited financial statements in our office, however, no copies will be released.

K-FIVE CONSTRUCTION CORPORATION

A handwritten signature in black ink, appearing to read 'Gina Portschy', is written over a horizontal line.

Gina Portschy
Controller



999 Oakmont Plaza Drive • Suite 200 • Westmont, IL 60559
(630) 257-5600 Fax (630) 257-6788
www.k-five.com

FINANCIAL STATEMENTS

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FOR THE YEAR ENDED FEBRUARY 28, 2022

Total Revenues	\$188,582,400
Net Income	8,184,100
Total Assets	\$118,676,000
Working Capital	\$36,989,000
Total Shareholders' Equity	\$87,706,400

Please note that if necessary, we can arrange for an individual from your office to review our audited financial statements in our office, however, no copies will be released.

K-FIVE CONSTRUCTION CORPORATION

Mark A. Sniegowski
Mark A. Sniegowski
Vice President & Chief Financial Officer

RETURN WITH BID FORMS

LIABILITIES AND EQUITY

1.	Notes Payable	\$	_____
2.	Accounts Payable		_____
3.	Mortgages Payable		_____
4.	Other Liabilities		_____
5.	Reserves		_____
6.	Capital Stock		_____
7.	Surplus (net worth)		_____
	Earned \$ _____		
	Unearned \$ _____		
	Total Liabilities and Equity	\$	_____

16. Joint Venture Documents (N/A)

If Bidder is a joint venture, provide a true and correct copy of Bidder's Joint Venture Agreement, together with any and all agreements between the signatories thereto relating to the Bidder's Proposal, the Work or the Contract.

DATED this 20th day of June, 2024.

Attest/Witness

By: [Signature]
Robert W. Krug

Title: SECRETARY

K-Five Construction Corp.
Bidder

By: [Signature]
Robert G. Krug

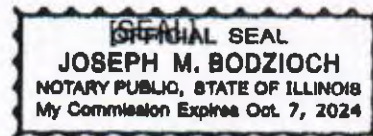
Title: PRESIDENT

Subscribed and Sworn to

before me this 20th day
of June, 2024.

Notary Public

My Commission Expires: 10-7-2024



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>
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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
502 Excavation for Structures	7
509 Metal Railings	8
540 Box Culverts	9
542 Pipe Culverts	29
586 Granular Backfill for Structures	34
630 Steel Plate Beam Guardrail	35
644 High Tension Cable Median Barrier	36
665 Woven Wire Fence	37
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801 Electrical Requirements	40
821 Roadway Luminaires	43
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1004 Coarse Aggregates	45
1010 Finely Divided Minerals	46
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1061 Waterproofing Membrane System	49
1067 Luminaire	50
1097 Reflectors	57



Check Sheet for Recurring Special Provisions

Local Public Agency

Village of Oak Brook

County

DuPage

Section Number

24-00055-00-RS

☐ Check this box for lettings prior to 01/01/2024.

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

Recurring Special Provisions

Check Sheet #		Page No.
1	☐ Additional State Requirements for Federal-Aid Construction Contracts	59
2	☐ Subletting of Contracts (Federal-Aid Contracts)	62
3	☐ EEO	63
4	☐ Specific EEO Responsibilities Non Federal-Aid Contracts	73
5	☐ Required Provisions - State Contracts	78
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7	☐ Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	85
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15	☐ Polymer Concrete	101
16	☐ Reserved	103
17	☐ Bicycle Racks	104
18	☐ Temporary Portable Bridge Traffic Signals	106
19	☐ Nighttime Inspection of Roadway Lighting	108
20	☐ English Substitution of Metric Bolts	109
21	☐ Calcium Chloride Accelerator for Portland Cement Concrete	110
22	☐ Quality Control of Concrete Mixtures at the Plant	111
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Local Public Agency

Village of Oak Brook

County

DuPage

Section Number

24-00055-00-RS

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

Local Roads And Streets Recurring Special Provisions

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LRS 19	☐	Reflective Crack Control Treatment	188

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 II	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	

SPECIFICATIONS

The following Specifications, General Conditions and Special Provisions, supplement the Illinois Department of Transportation's (IDOT) "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022, (hereinafter referred to as the "Standard Specifications"); the "Manual on Uniform Traffic Control Devices for Streets and Highways" the "Manual of Test Procedures of Materials", in effect on the date of invitation for bids; the "Supplemental Specifications and Recurring Special Provisions," latest edition as indicated on the Check Sheet included herein, and Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, which apply to and govern the improvements of the 2024 Streets Improvement Project, Section No. 24-00055-00-RS, DuPage County, Illinois. In case of conflict with any or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

The specifications contained herein encompass two categories:

1. General Conditions
2. Special Provisions

SPECIFICATIONS

2024 STREETS IMPROVEMENT PROJECT

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- LR 1030-2 LOCAL QUALITY ASSURANCE / QUALITY MANAGEMENT QC/QA

- PERFORMANCE BOND FORM (EXAMPLE)
- LABOR AND MATERIAL PAYMENT BOND FORM (EXAMPLE)

- DUPAGE COUNTY PREVAILING WAGE RATES (06/20/2024)

- GEOTECHNICAL ENGINEERING SERVICES REPORT, DATED April 12, 2024, BY RUBINO ENGINEERING, INC. (36 PAGES)

- SOURCES SITE CERTIFICATE BY OWNER OR OPERATOR FOR USE OF UNCONTAMINATED SOIL AS FILL IN A CCDD OR UNCONTAMINATED SOIL FILL OPERATION / LPC-662 & ENVIRONMENTAL SUMMARY REPORT, DATED APRIL 15, 2024, BY RUBINO ENGINEERING, INC. (10 PAGES)

- PROJECT PLANS

GENERAL CONDITIONS

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS

The successful Contractor will be required to furnish a Performance Bond and a Labor and Material Payment Bonds upon award of the Contract, each in the penal sum of the full amount of the Contract Price, in the form included in the Contract and from a surety company meeting the requirements set forth above. Examples of these bonds to be executed have been provided at the end of the Specifications. Each Contractor's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the forms included in the Contract Documents upon award of the Contract to Contractor.

INSURANCE

Certificates of Insurance shall be presented to the Village within fifteen (15) days after the receipt by the Contractor of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the contract until acceptable insurance certificates are received and approved by the Village.

Each Contractor performing any work pursuant to a contract with the Village of Oak Brook and each permittee working under a permit as required pursuant to the provisions of Title 1 of Chapter 8 of the Code of Ordinances of the Village of Oak Brook (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such Contractor and permittee shall procure and maintain for the duration of the contract or permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the contract or permit, either by the Contractor, permittee, or their agents, representatives, employees, or subcontractors.

A Contractor or permittee shall maintain insurance with limits no less than:

- A. General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000, the required limit shall be \$500,000;
- B. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees, and volunteers; or the Insured shall

procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

D. General Liability and Automobile Liability Coverage -

- (1) The Village, its officers, officials, employees, and volunteers, and Thomas Engineering Group, LLC are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied, or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, or agents.
- (2) The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, or agents shall be in excess of the Insured'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 Village, its officers, officials, employees, volunteers, or agents.
- (4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employer's Liability Coverage

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers, and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate 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 on forms approved by the Village and shall be subject to

approval by the Village Attorney before work commences. The Village reserves the right to request complete, certified copies of all required insurance policies, at any time.

Each insured shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

SAFETY

The Contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

NON-DISCRIMINATING

The Vendor, its employees, and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

EQUAL OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, or handicap unrelated to bona fide occupational qualifications.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance, and enforcement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

INDEPENDENT CONTRACTOR

There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The VILLAGE will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

CHANGES IN LAWS

Unless otherwise explicitly provided in this Contract, any reference to Laws shall include such Laws as they may be amended or modified from time to time.

COMPLIANCE WITH LAWS AND GRANTS

A. **Compliance with Laws:** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with the requirements of all governmental permits, licenses, or other approvals or authorizations that may be required in connection with providing, performing, and completing the Work and with all applicable Laws, including, without limitation, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wages Laws; the Fair Labor Standards Act; any Laws regarding qualification to do business; any Laws requiring preference to laborers of specified classes; the _____ Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any Laws prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq.; any Laws respecting the assumption of liability for taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and Subcontractors' employees; and any Laws regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law.

B. **Compliance by Subcontractors and Suppliers:** Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

C. **Noncompliance of Contract Documents:** Contractor shall promptly examine the Contract Drawings and Specifications and other Contract Documents and report to Owner any respects in which it appears that any of them may fail to conform to any applicable Laws.

D. **Verification of Compliance:** At or before the time of Owner's Final Acceptance of the Work, Contractor shall deliver to Owner all certificates, receipts, or other evidences of approval, acceptance, or payment of fees that may be required to establish the compliance of the Work with all applicable Laws, permits, licenses, approvals, authorizations, or other requirements.

E. Provisions Deemed Inserted: Each and every provision required by Law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If through mistake or otherwise any such provision is not set out in this Contract, or is not correctly set out in this Contract, then upon the application of either Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

F. Compliance With Grant Conditions: Contractor shall comply with all conditions of, and all Laws applicable to, and all policies, practices, and procedures of Owner applicable to, any federal, state, or local grant received by Owner or by Contractor at any time with respect to this Contract or with respect to the provision, performance, or completion of the Work.

G. Regulatory Authority: Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its Subcontractors, or any other Person or to regulate the Work, the Work Site, or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for, or use or acceptance of, the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue any license or permit to Contractor or any Subcontractor.

COMPLIANCE WITH PATENTS

A. Patent Rights: Contractor shall do all things necessary to obtain such rights and licenses as may be necessary in connection with all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined: Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

SEVERABILITY

The provisions of this Contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby. The unenforceability of any provision of this Contract in a specific situation shall not affect the enforceability of that provision in any other situation.

ENTIRE AGREEMENT

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

AMENDMENTS

The Village reserves the right to increase or reduce the quantity of work to be completed under the contract. The Village also reserves the right to adjust project locations, project limits, and the associated items of work to be completed under the contract. No allowance will be made for delay or anticipated profits as the result of an increase or reduction in the quantities of work to be performed.

EMERGENCY 24 HOUR NAME AND TELEPHONE NUMBER

The Contractor shall provide the Engineer the name and telephone number of an individual in his direct employ who will be available twenty-four (24) hours a day, seven (7) days a week, to receive notification of any deficiencies regarding traffic control and protection and shall dispatch men, materials and equipment to correct any such deficiencies. The contractor shall respond to any call from the Village concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two (2) hours from the time of notification.

SITE INVESTIGATION AND CONDITIONS AFFECTING WORK

The Contractor acknowledges that, prior to submission of its bid, it has taken steps necessary to ascertain the nature and location of the Work, and that it has investigated, confirmed, verified as correct and satisfied itself as to the general and local conditions which can affect the Work or its costs, including but not limited to (1) location and load capacity of existing roadways, utilities, corresponding pavement, shoulders, curb and gutter, sanitary sewer, storm sewers, and water main, bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground and existing

detention ponds; (5) the character of equipment and facilities needed prior to and during work performance; (6) subsurface conditions at the site of Work; (7) the quantities and qualities of all materials, equipment, and labor set forth in Bid Proposal, plans and drawings and specifications that are necessary to complete all of the Work as required under the Contract Documents; and (8) the location, condition, compatibility, configuration of all existing utilities and infrastructure. The Contractor also acknowledges that it has verified as correct, confirmed and satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, if any, as well as from the drawings, plans and specifications made a part of the bidding documents. The Contractor further acknowledges that it has reviewed, investigated, confirmed, verified as correct and satisfied itself as to the geotechnical report. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the OWNER. Thomas Engineering Group, LLC and OWNER assume no responsibility for any conclusions or interpretations made by the Contractor based on information made available by Thomas Engineering Group, LLC or the OWNER of the project. Nor do the OWNER or Thomas Engineering Group, LLC assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the acceptance of the bid offer and execution of the contract, unless that understanding or representation is expressly stated in this contract.

PRE-CONSTRUCTION MEETING

The Village will hold a pre-construction meeting, which shall be attended by the Contractor, and all other appropriate agencies, utilities, etc. The Contractor shall present executed contracts, payment and performance bonds, and insurance prior to or at this meeting. In addition, the Contractor shall provide the names and phone numbers of responsible employees to be contacted off-hours for emergencies, list of proposed subcontractors/material suppliers, and an estimated construction schedule for the entire project.

SCHEDULE

Before the project's construction work begins, the Contractor shall provide a schedule with adequate detail, showing how progress is anticipated in order to meet the completion dates shown in the contract. Work shall not commence on the project until the schedule is approved by the Village. An updated schedule shall be submitted anytime the work falls two weeks or more behind.

UTILITY COORDINATION

The Contractor is responsible to contact all utilities for locations prior to the start of work (J.U.L.I.E. at 1-800-892-0123). Note: Any utility locations shown on the Plans are APPROXIMATE ONLY; the Contractor is to use care when working around utilities so as not to

damage them. The Contractor is responsible for any utilities damaged. The Contractor shall work with the agencies to organize and complete the work as expeditiously as possible.

The applicable portions of Article 105.07 and 107.31 of the Standard Specifications shall apply.

START OF WORK

Work shall start within 10 calendar days of Notice to Proceed.

NOTICE

The Contractor shall notify the Village, between the hours of 8:00 a.m. to 4:30 p.m. 48 hours in advance or any work so that the Engineer may have the time necessary to schedule any staking or arrange for inspection of materials and construction. Failure on the part of the Contractor to properly notify the Village will cause the Contractor to have deducted from his contract any costs for inspection and testing of any materials incorporated in the work but not inspected and approved prior to or during construction.

CONSTRUCTION NOISE RESTRICTION

All engines and engine driven equipment used for construction or for hauling shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive noise.

USE OF HEAVY EQUIPMENT, TOOLS; RESTRICTIONS

Except as provided in subsections B, C and D of this Section, no person or entity may use "heavy equipment" in residential areas except between seven o'clock (7:00) A.M. and six o'clock (6:00) P.M. Monday through Friday and between eight o'clock (8:00) A.M. and five o'clock (5:00) P.M. on Saturdays and Sundays; and in commercial areas except between six o'clock (6:00) A.M. and six o'clock (6:00) P.M. Monday through Friday and between six o'clock (6:00) A.M. and six o'clock (6:00) P.M. on Saturdays and Sundays; provided, however, that such equipment shall not be used at any time on Federal holidays. For purposes of this Section, "heavy equipment" shall mean bulldozers, jackhammers, pile drivers, power hammers, chain saws, graders, riveters, earth movers, tree and stump grinders, trenchers, cement mixers, tractors, power hoists or derricks, demolition balls, power shovels, trucks, and power equipment on wheels or traction chains, or other similar equipment, but shall not include garbage trucks which are governed by separate agreement within the Village.

A. Other Tools: Tools other than heavy equipment may be used at any time within a fully enclosed structure; any use of such tools outside a fully enclosed structure shall be prohibited between the hours of eight o'clock (8:00) P.M. and eight o'clock (8:00) A.M., except as provided in subsections B, C and D of this Section.

B. Emergencies: The limitations stated in this Section shall not apply in any situation which requires heavy equipment or other tools in emergencies to assist or avoid a problem related to

health or to safety of persons or property, or to sewer, water, power, utility, or telephone interruptions.

C. Work by Public Agencies: The limitations stated in this Section may be waived by the Board of Trustees by resolution for work undertaken by any public body or agency for the benefit of the public. The Board of Trustees may attach to any such waiver all conditions it deems necessary to protect the public health, safety or welfare.

D. Waiver: The limitations stated in this Section may be waived by the Village Manager in areas of the Village zoned for nonresidential uses pursuant to the Village zoning ordinance; provided, however, that no such waiver shall be granted unless the Village Manager finds that:

The party seeking the waiver will suffer a unique or unusual hardship unless the waiver is granted; and

The granting of a waiver will not cause a substantial or undue adverse impact upon adjacent property or upon the public health, safety and welfare. The Village Manager may attach to such waiver all conditions he deems necessary to protect the public health, safety or welfare.

USE OF FIRE HYDRANTS

In addition to the requirements of Article 107.18 of the Standard Specifications, construction water must be obtained from a tank truck and not from municipal fire hydrants. Arrangements for filling a tank truck shall be made with the Village of Oak Brook Public Works Department, 3003 Jorie Boulevard, Oak Brook, Illinois. Operating any Village hydrant without Village permissions is strictly prohibited.

MAILBOXES

Adjacent to the construction operations (not limited to grinding, paving, driveway work, curb and gutter removal and replacement, drainage improvements) and off the back of curb are mailboxes. It shall be the Contractor's responsibility to temporarily relocate and reinstall any mailbox that conflicts with construction activities. If the mailbox is a decorative mailbox structure it shall be the Contractor's responsibility to protect the decorative mailboxes while performing work adjacent to them. The cost to remove, temporarily relocate and reinstall, or protect mailboxes shall be included in the overall cost of the contract and will not be measured and paid for separately. Any damage to these mailboxes caused by the Contractor during the contract shall be repaired by the Contractor to the satisfaction of the Engineer and at no additional cost to the Village or Resident.

VANDALISM

Special attention is called to the Special Provision for "Inspection" as well as Article 107.30 of the "Standard Specifications". **Any defaced work shall be corrected or replaced by the Contractor at Contractor's sole expense prior to final payment.** The Village of Oak Brook shall cooperate with the Contractor to minimize vandalism, but the Contractor shall be ultimately responsible to

correct any damage. The Village will not be responsible for the security of the work site in this regard, other than normal patrolling and response to emergencies. The cost of additional security required to meet this provision shall be solely the Contractor's responsibility.

CERTIFICATION OF MATERIALS

The Engineer shall be furnished with a list of sources of materials before material are shipped so materials can be inspected before shipping, if desired. All materials shall be subject to inspection at the source and at the job site. Engineer may reject any materials at either location. All materials incorporated in this project shall be new materials from the approved Village Material list. Use of existing material or recycled materials shall not be permitted without the written consent of the Engineer. The Contractor shall furnish the Engineer with the manufacturer's certificates for all materials supplied to the project except those specifications exempted by the Engineer.

All required materials for this project shall be selected from the Village's material list, unless specifically called-out otherwise in the Contract Documents Special Provisions for this project and approved by the Engineer in charge of this project.

STORAGE OF VEHICLES, MATERIALS, AND EQUIPMENT

Parking or storing of construction vehicles, materials, and/or equipment, including but not limited to, box trucks, dump trucks, pavers, grinder, trailers, aggregate, pipes, etc., overnight is acceptable, provided that permission is obtained from the Village and two-way traffic is maintained on the roadways at all times. The Contractor shall barricade and tape off all items left overnight and the Contractor takes full responsibility for all liability and safety related issues for items left overnight. Road closures are not authorized. In extreme circumstances road closures may be allowed if approved 24-hour in advance through the Village.

LIQUIDATED DAMAGES

It shall be understood and agreed that the completion within the time limit is an essential part of the contract. Should the Contractor fail to perform the work within the period of time stipulated in the Contract, then the Contractor shall pay (payment) to the Village fixed liquidated damages for delay. The Contractor's payment will be as indicted in Article 108.09 "Failure to Complete the Work on Time" of the Standard Specification for Road and Bridge Construction", latest edition, and based on the original/awarded contract amount and calendar-day daily charges, including holidays, for each day that the project's work remains incomplete unless the Contract time is extended by the Village. Payment will be made not as a penalty but as liquidated damages because of the Village's loss of income and other costs incurred resulting from the failure to complete the work within the time specified.

In addition to the liquidated damages, Contractor shall be liable for all additional costs for Engineer's and/or Architect's services beyond the completion date. The Village will deduct these costs from any monies due or that may become due to the Contractor as surety and pay Engineer and/or Architect for said services.

The Village shall have the right to deduct the liquidated damages plus additional engineering and/or architectural costs from any money in its hand, otherwise due, or to become due, to the Contractor, or to sue for and recover compensation for damages for non-performance of this Contract within the time stipulated.

CONTROL OF WORK

For field engineering, construction layout and control of work, the Contractor is responsible for all necessary surveying and staking.

Where removal or replacement types of construction activity are located within or adjacent to existing pavement, concrete or asphalt items, the Contractor is expected to preserve the existing surrounding surfaces to remain, by providing a full-depth saw-cut. Removal of existing pavement, concrete, asphalt, or brick pavers is to be performed without disruption or damage to items, or Village property, that is to remain. Full-depth saw cutting shall not be paid for separately, but shall be considered included the contract's payable line items.

RECORD DRAWINGS

Contractor shall keep one copy of the approved specifications, drawings, addenda, modifications and shop drawings at the site in good order and annotated to show all changes made during the construction process. These plans shall be available to the Village upon completion of the project.

AVAILABLE REPORTS

☐ No project specific reports were prepared.

When applicable, the following reports indicated with an "X" are being provided:

- ☐ Record structural plans
- ☐ Preliminary Site Investigation (PSI) (IDOT ROW)
- ☐ Preliminary Site Investigation (PSI) (Local ROW)
- ☐ Preliminary Environmental Site Assessment (PESA) (IDOT ROW)
- ☐ Preliminary Environmental Site Assessment (PESA) (Local ROW)
- X Soils/Geotechnical Report
- X Boring Logs
- X Pavement Cores
- ☐ Location Drainage Study (LDS)
- ☐ Hydraulic Report
- ☐ Noise Analysis
- X Other: Special Waste Certification Statement & pH Testing Results

SUBSURFACE INFORMATION

All pavement information shown in Geotechnical Subsurface Information / CCDD, the Plans or contained in the Special Provisions, represents the best knowledge of the Village as to the location, character or quantity of the materials encountered. It is only included for the convenience of the Contractor. The Village assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

It is expected that each Contractor will, prior to submitting their bid, visit the site of the work, examine the local conditions, inform himself as to the accessibility of the work, ascertain the character of the material to be excavated and obtain such available information as will assist him to make an intelligent bid. Failure of a Contractor to make such an examination may be held to be sufficient reason to reject their bid. No allowance will be made for failure of a Contractor or Contractor to estimate the difficulties attending the execution of the work.

SITE DAMAGE RESTORATION

The Contractor shall be responsible for the repair of any damage to existing lawns and landscaping, which may result from his/her work, and such repairs shall be made swiftly in a thorough and workmanlike manner, with minimum inconvenience to the Village and users of the site. Where lawn areas have been disturbed or damaged, the damaged lawn areas, ruts and depressions shall be cultivated, filled with topsoil, settled to proper grades, seeded and protected with hydro-mulch or straw. When the repairs are completed, the Contractor will notify the Director of Public Works, or his designee, to inspect the site for acceptance. Repairs shall be made to the satisfaction of the Village. Any and all repairs for damage caused by the Contractor will be done at the Contractor's expense.

It shall remain the responsibility of the Contractor to maintain all seeded lawn areas; this may include cultivation, reseeding, fertilizing, and the control of weeds, until final acceptance has been granted. The Director of Public Works, or his designee, shall inspect the conditions of the stand to determine satisfaction or the need to improve the stand. Satisfaction is based on a thick, healthy, weed free turf, evenly established. Maintenance shall continue by the Contractor until final acceptance has been granted.

If the Contractor is unable to make acceptable repairs with a reasonable time period, the Owner will have the repairs completed and deduct the cost from monies owed to the Contractor.

BRACING AND SHEETING

Description. The Contractor shall provide all trench bracing/protection in accordance with Article 550.04 of the Standard Specifications, and shall provide ample means and equipment to keep all excavations dry during the construction period and until completion and acceptance of the work at final inspection. The Contractor, if necessary, shall furnish, place and maintain protective

measures during excavations to safeguard adjacent utilities, as well as the work done under this contract. Protective measures for excavation support should include the use of safety trench boxes, sheeting and bracing, or other appropriate methods. In this regard, the Contractor must be responsible for meeting OSHA requirements, local regulations and/or project specifications with the respect to safety of their work force and protection of adjacent structures.

If at any time the method being used by the Contractor for supporting any material, roadway or utility structure adjacent to any excavation is not reasonably safe in the opinion of the Engineer, the Engineer may require and the Contractor shall provide additional bracing and support necessary to furnish the added degree of safety required by the Engineer. The Contractor shall provide such additional bracing and support as he may elect to use, but the taking of such added precautions shall in no way implicate the Engineer or relieve the Contractor of their sole and final responsibility for the safety of lives, work and structures.

Basis of Payment. The cost of such required protective measures and dewatering processes shall not be paid for separately but shall be considered as included in the cost of the associated contract item(s) being installed.

ARTICLE 105.09 - PAVEMENT MARKING PAINT

In addition to the requirements of Article 105.09 of the Standard Specifications, the Contractor shall furnish, at their expense, white, pink or purple pavement marking paint in aerosol cans, for use by the Engineer. The quality of the marking paint shall be as manufactured by Aervoe-Pacific Co. (distributed by Municipal Marking Distributors, Inc., Dundee, IL), or approved equal. The Contractor and subcontracts shall only use these same colors for their own markings, therefore, not using J.U.L.I.E. utility colors. Furnishing pavement marking paint shall be considered included in the cost of this contract.

SECTION 107 - INDEMNIFICATION

In addition to the requirements of LR 107-4, the Contractor shall indemnify and hold harmless the Department, its officers, employees, and agents, the Village of Oak Brook, its officials, agents, employees and volunteers, and Thomas Engineering Group, LLC, in accordance with Articles 107.26 and 107.27.

SECTION 107 - MAINTENANCE AND PROTECTION OF MANHOLE LIDS AND VALVE COVERS

There are valves and manholes located within the reconstruction limits. Care should be taken during the paving operations. It is the responsibility of the Contractor to inspect all existing manhole lids and valve covers, together with the Engineer, prior to starting construction and a record kept of their condition. All debris which accumulates on new and existing lids and covers and in their pick holes during the time the contract is in force shall be removed and disposed of by the Contractor at their own expense.

ARTICLE 107 - PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

After construction inspections will be performed by the Village and Engineer. The Contractor shall be required to repair any damage to Village structures that were caused by the Contractor's work or neglect. All existing drainage structures are to be kept free of all debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered included in the cost of the contract. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed. 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.

During construction if the Contractor encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the Plans, he shall so inform the Engineer who shall direct the work necessary to maintain or replace the facilities in service and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of noncompliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer have directed the replacement of a facility, the necessary work and payment shall be done in accordance with Sections 550 and 601 and Article 104.02, respectively, of the Standard Specifications.

ARTICLE 107.30 - PROTECTION OF CONCRETE

Special attention is called to Article 107.30 of the Standard Specifications. Any defaced work and any sidewalk not acceptable to the Engineer shall be replaced by the Contractor at their sole expense prior to final payment.

It is the Contractor's responsibility to guard and protect newly placed concrete against any foreign markings, initials, writings, footprints, handprints, and all other markings and imperfections that may occur as a result of nature, vandalism, or innocent pranks. The Contractor shall remove all concrete damaged in this manner and replace same, all at his expense and no cost to the Village. Using ARDEX, or an approved equal, to place a field coat in order to cover any deficiencies may be allowed if approved by the Engineer and if the entire concrete surface is covered (i.e. entire concrete sidewalk square) and the concrete surface is covered uniformly and level with no apparent dips or gouges remaining on the concrete surface. It is suggested that the Contractor either place the concrete in the morning prior to noon or provide security to protect his work.

In addition, any adjacent sidewalk damaged by the Contractor during the removal or replacement operations shall be removed and replaced by the Contractor at no cost to the Village.

SECTION 108 - PROSECUTION AND PROGRESS

Article 108.03 Prosecution of the Work. Revise the first sentence of this Article to read, "The Contractor shall not begin the work to be performed under the contract without written authorization from the Engineer to proceed with the work, and shall commence work not later than 10 calendar days after receiving the authorization to proceed."

ARTICLE 109 - MEASUREMENT AND PAYMENT

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

ARTICLE 109.04 - PAYMENT FOR EXTRA WORK

Revise the second paragraph of this Article to read, "Extra work will only be paid for at either the contract price, a lump sum price, or agreed unit prices. Payment for extra work on a force account basis will not be acceptable."

Any extra work must first be approved by the Village of Oak Brook before the identified work can be started.

QUALITY CONTROL/QUALITY ASSURANCE OF HMA MIXTURES

Description. Section 1030: Hot-Mix Asphalt of the Standard Specifications for Road and Bridge Construction specifies the quality control responsibilities of the Contractor for HMA mixtures incorporated in the project, and defines the independent testing, quality assurance and acceptance responsibilities of the Engineer.

Basis of Payment. Quality Control/Quality Assurance of Hot-Mix Asphalt will not be paid for separately, but shall be considered as included in the cost of the various asphalt contract items.

QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES

Description. Check Sheet #31: Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-09) of the Supplemental Specifications and Recurring Special Provisions, indicated on the Check Sheet included herein, specifies the quality control responsibilities of the Contractor for Portland cement concrete mixtures and controlled low-strength material incorporated in the project, and defines the quality assurance and acceptance responsibilities of the Engineer.

Basis of Payment. Quality Control/Quality Assurance of Portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

SECTION 424 - PORTLAND CEMENT CONCRETE SIDEWALK

Description. This work shall be performed in accordance with Section 424 of the Standard Specifications for Road and Bridge Construction with the following additions:

The final finish for all walking surfaces shall be a broom finish applied transversely to the normal walking direction. Top surfaces shall produce a uniform appearance.

Prior to final acceptance, all exposed surfaces of sidewalks shall have an even finish, free of all surface defects. Any irregularities in exposed surfaces shall be corrected satisfactorily. See ARTICLE 107.30 – PROTECTION OF CONCRETE for more information.



Local Public Agency	County	Section Number
Village of Oak Brook	DuPage	24-00055-00-RS

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

January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

PROJECT LOCATION:

The work as shown on the Plans and as specified herein includes roadway resurfacing of various streets within the Village of Oak Brook, mainly located in residential neighborhoods. The following roadways are included and together, are known as the project area:

- Kensington Court, from Kensington Rd. to private round-about (0.1 miles of urban roadway resurfacing without sidewalk).
- Kensington Road, from and including the western public round-about to Jorie Blvd. (0.3 miles of urban roadway resurfacing without sidewalk and detector loops replacement on the east end).
- Wennes Court, from its western dead end to York Rd. (0.2 miles of rural roadway without sidewalk).
- Adams Road, from Village limits to Spring Rd. (1.0 miles of mixed urban/rural roadway without sidewalk).
- Birchwood Road, from its western dead end to Adams Rd. (0.2 miles of rural roadway resurfacing without sidewalk).
- Hunt Club Lane, from Bradford Ln. to its eastern dead end (0.3 miles of mixed urban/rural roadway without sidewalk).
- Hunt Club Drive, from 31st St. to Hunt Club Ln. (0.2 miles of rural roadway without sidewalk)
- Robin Hood Ranch, from York Rd. to York Rd. (0.5 miles of urban (PCC shoulder) roadway resurfacing without sidewalk).

The net length of roadway improvements is approximately 14,784 FT (2.8 miles). A location map is shown in the Plans.

PROJECT DESCRIPTION:

The project includes resurfacing existing asphalt roadways mainly located within residential subdivisions. Work includes, but is not limited to, pavement surface removal, intermittent curb and gutter removal and replacement, full-depth pavement patching, aggregate shoulders, resurfacing with hot-mix asphalt level binder and surface courses, landscape restoration, pavement markings, traffic control and protection, and all incidental and collateral work necessary to complete the project as shown on the Plans. The net length of the project is 14,784 feet (2.80 miles).

COMPLETION DATE PLUS WORKING DAYS (D-1)

Effective: September 30, 1985
Revised: January 1, 2007

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, November 1, 2024 * except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 0 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

(*The completion date for the 2024 Streets Improvement Project shall be November 1, 2024.)"

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

Description. This work consists of the removal and disposal of unstable or unsuitable materials discovered in the proposed subgrade to the lines and grades shown on the Plans or as directed by the Engineer in accordance with the applicable portions of Section 202 of the STANDARD SPECIFICATIONS. If unsuitable material is discovered during excavation and grading, the Contractor shall notify the Engineer prior to further work.

Payment will not be made for subgrade removal and replacement where the unsuitable soil condition was caused by the Contractor's failure to adequately protect the subgrade or soils and where the unsuitable soil removal was performed without the Engineer's approval.

Furnishing, placing, and compacting porous granular material for subgrade stabilization shall be paid for at the contract unit price for POROUS GRANULAR EMBANKMENT. The actual need for removal and replacement with porous granular embankment or aggregate subgrade will be determined in the field at the time of construction by the Engineer.

A nominal quantity has been provided in the contract for this item.

Method of Measurement. This work will be measured for payment in accordance with Article 202.07 of the Standard Specifications. The volume will be computed by the method of average end areas.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL, which price shall include all labor, equipment and materials necessary to perform the work as herein specified. The item for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL shall be used as field conditions warrant at the time of construction as directed by the Engineer. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the Plans.

POROUS GRANULAR EMBANKMENT

Description. This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the Plans or as directed by the Engineer in accordance with the applicable portions of Section 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumping, loose soil discovered during proof rolling. If unsuitable material is discovered during excavation and grading, the Contractor shall notify the Engineer prior to further work. If requested by the Engineer, geotechnical fabric shall be placed in accordance with Section 210. The material shall conform to Article 1004.04 of the Standard Specifications except as follows:

1. Crushed Stone, Crushed Blast Furnace Slag and Crushed Concrete

<u>Sieve Size</u>	<u>Percent Passing</u>
* 6"	97 ± 3
* 4"	90 ± 10
2"	45 ± 25
#200	5 ± 5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
* 6"	97 ± 3
* 4"	90 ± 10
2"	55 ± 25
#4	30 ± 20
#200	5 ± 5

* For undercuts greater than 18" the percent passing the 6" sieve may be 90 ± 10 and the 4" sieve requirements eliminated.

Or, upon approval of the Engineer, aggregate with a gradation of CA-1 or CA-3 may be used.

The Porous Granular Embankment, Sugrade, 12" (non CA-7) shall be placed in lifts consisting of a 9-inch and variable nominal thickness lower lift and a 3-inch nominal thickness top lift of capping aggregate having a gradation of CA-6. The CA-6 capping aggregate shall be blended as follows. The bituminous materials shall be separated and mechanically blended with interlocking feeders with crushed concrete or natural aggregate, in a manner that the bituminous material does not

exceed 40% of the final product. This process shall be approved by the Engineer prior to the start of production. The top side of the bituminous material in the final products shall be less than 1 ½" and shall not contain any material considered expansive. Reclaimed Asphalt Pavement (RAP) (having a maximum of 10% steel slag RAP) meeting the requirement of Article 1004.07 of the Standard Specifications and having 100% passing the 75mm (3-inch) sieve and well graded down through fines may also be used as capping aggregate. IDOT testing of the RAP material will be the determining factor for determining the percent steel slag RAP or Expansive Material.

A vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate compaction has been obtained. The lower lifts shall be placed in 6-inch maximum layers of the specified materials as shown on the Drawings or as directed by the Engineer.

Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the porous granular embankment subgrade.

Full depth subgrade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1-foot longitudinal per 1-inch of depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the contract.

A nominal quantity has been provided in the contract for this item.

Method of Measurement. This work will be measured for payment in accordance with Article 207.05 of the Standard Specifications. When specified on the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

Basis of Payment. This work shall be paid for at the contract unit price per cubic yard for POROUS GRANULAR EMBANKMENT measured in place, which price shall include the capping aggregate and all labor, equipment and materials necessary to perform the work as herein specified.

INLET FILTERS

Description. Throughout each phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the

Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.

All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind at all times through all phases of the project. Storm sewer inlet structures or manholes shall be protected by temporary placement of filter baskets as authorized in the field by the Engineer.

Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

Erosion and sedimentation control measures as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

Temporary or permanent storage in the flood plain of the following are prohibited unless elevated or flood proofed to one foot above the base flood elevation:

Items susceptible to flood damage; or
Unsecured buoyant materials or materials that may cause off-site damage including bulky materials, flammable liquids, chemicals, explosives, pollutants, or other hazardous materials; or
Landscape waste.

Inlet filter baskets shall be provided per standard detail IUM-561D of the Illinois Urban Manual.

DEFICIENCY CHARGE: \$200/Violation

The Village reserves the right to apply deficiency deductions per the applicable portions of Article 105.03 of the SSRBC.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per each for INLET FILTERS.

AGGREGATE BASE COURSE, TYPE B, 4"

Description. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Sections 351, 311, and 1004.

AGGREGATE BASE COURSE, TYPE B, 4" is relative to Pay Items PORTLAND CEMENT CONCRETE SHOULDERS and COMBINATION CONCRETE CURB AND GUTTER, as a base of not less than 4-inches of thickness when compacted shall be installed. The base course shall have a gradation of CA- 6. No crushed concrete will be allowed.

Prior to installation of the 4" aggregate base course, the subgrade shall be rolled smooth with a roller to provide a smooth surface for placement of the aggregate base course.

Nominal quantities of AGGREGATE BASE COURSE, TYPE B are being provided to be used as directed by the Engineer, in which case quantities shall be paid for.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per square yard for AGGREGATE BASE COURSE, TYPE B 4".

BITUMINOUS MATERIALS (TACK COAT)

Description. Prime coat shall meet the specifications of Article 406.05 and Article 406.06 (b) of the "Standard Specifications for Road and Bridge Construction" with the following revisions and additions:

Article 406.05:

1. No prime coat material shall be placed between 6:00 A.M. and 9:00 A.M. or between 2:00 P.M. and 6:00 P.M.
2. A maximum of one lane in each direction shall be primed at a time. Sufficient time shall be allowed for the prime to cure before the adjacent lane is primed.
3. Lanes closed for the placement of prime are to be closed using applicable Standards for lane closures. The Engineer may allow cone spacing to be increased to a maximum of 150 foot (50 meter) center-to-center spacing to delineate the lane closure.
4. Prime shall not be placed more than 72 hours prior to the start of paving.
5. If traffic cannot be kept off fresh prime with the above procedures, the Engineer may require the prime to be placed in conjunction with the paving operation.

Article 406.06 (b):

Emulsified asphalt shall only be used between the dates of May 15th and September 1st. On or before May 15th and on or after September 1st, RC-70 asphalt shall be used in lieu of emulsified asphalt. On days between May 15th and September 1st, when the air temperature is in question, the exact type of priming asphalt shall be determined by the Engineer.

Shields, covers or other suitable equipment shall be provided by the Contractor to protect the motoring public, adjoining pavement, curbs, or structures during the application of prime coat. The Contractor will be required to present a weight ticket of the truckload prior to applying the prime coat. After application, the truck shall then be weighed again in order to determine the net weight of prime coat that has been placed. Both tickets shall be stamped by the certified weighmaster.

The Contractor shall erect (to the Engineer's satisfaction) 36 inch by 36 inch minimum FRESH OIL AHEAD signs at all primary entrances into the Project location prior to the prime coat application. Prime Coat material shall be SS-1 on existing bituminous surfaces and MC-30 on aggregate surfaces (subject to the date and temperature restrictions indicated above). Furnishing and placing signs shall be as specified under TRAFFIC CONTROL AND PROTECTION, (SPECIAL), of these Special Provisions.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per pound applied for BITUMINOUS MATERIALS (TACK COAT), which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"

Description. This work shall consist of furnishing equipment, labor, tools and materials necessary for the removal and satisfactory disposal of existing pavement composition according to the applicable requirements of Section 440 of the Standard Specifications for Road and Bridge Construction.

The required milling depths and locations shall conform with the grades, cross sections, thicknesses, and locations as shown in the Contract Plans or as directed by the Engineer. For clarity, depth and locations of the required milling for this pay item can be found in the Typical Cross Section Drawings found in the Contract Plans. All pavement information shown on the Plans or contained in the Special Provisions represents the best knowledge of the Village as to the location, character or quantity of the materials encountered. The results of the pavement cores can be found in Section VII – Subsurface Information / CCDD.

Method of Measurement and Basis of Payment. This item shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, at the depth specified. This cost shall include cold-milling, removal and disposal of the existing pavement composition to the final grade required to place the proposed pavement thicknesses at the proposed transverse slopes.

PARTIAL DEPTH PATCHING (SPECIAL) and PARTIAL DEPTH PATCHING

This work shall consist of partial depth patching of the existing pavement structure and replacement with Hot-Mix Asphalt (HMA) material at the locations shown in the plans or as directed by the Engineer. This work will be performed following completion of the initial cold milling operation and prior to the placement of the HMA overlay.

This work shall include all labor, equipment, and materials necessary to remove an additional HMA depth of 0.75". The removal shall be performed with a cold milling machine of sufficient size and weight to remove the existing HMA. The milling machine must be operated longitudinally with the flow of traffic and will not be permitted to cut transversely across the lane. Disposal of waste materials for the work described herein shall be in accordance with Article 202.03 of the Standard Specifications. After cold milling the patch, all loose material shall be removed and the

area air-blast cleaned to the satisfaction of the Engineer. Replacement HMA material shall be as shown in the Mixture Requirements Table in the plans.

Prior to placement of the HMA material, the bottom and sides of the patch shall be primed in accordance with Article 406.05 of the Standard Specifications.

The HMA material shall be placed in one lift and shall match the elevation of the surrounding pavement after final compaction. Bumps greater than $\frac{1}{4}$ ", measured with a 16' straight edge, left after compaction shall be removed with pavement surface grinding equipment in accordance with Article 1101.04 of the Standard Specifications.

The HMA mixture and density control limits shall conform to Article 1030 of the Standard Specifications. Compaction shall be accomplished using a vibrating roller that conforms to the applicable sections of Article 1101.01 of the Standard Specifications.

The Contractor shall fill all patches with the HMA material on the same day they are milled. No open patches will be allowed to remain overnight.

Removal of the existing HMA will be measured for payment in place, and the area computed in Square Yards. The limits will be the area of the patch that measures at least 0.75" in depth, and shall not include the rounded transition at the beginning and end of the patch.

If after milling, it's determined by the Resident Engineer that damage to the existing pavement structure still exists and must be addressed by means of a full-depth patch, the additional labor and materials required shall be paid in accordance to Article 109.04 of the Standard Specifications.

Replacement with HMA will be measured in Tons placed to fill the full depth milled area (PARTIAL DEPTH PATCHING).

Basis of Payment: Partial depth removal and cleaning of the pavement will be paid for at the contract unit price per Square Yard for PARTIAL DEPTH PATCHING (SPECIAL). The HMA placement and the priming of the partial depth patches will be paid for at the contract unit price per Ton for PARTIAL DEPTH PATCHING.

PAVED SHOULDER REMOVAL & COMBINATION CURB AND GUTTER REMOVAL

General. The existing PCC paved shoulders and curb and gutter, and any associated pavement material to be removed as required by the Contractor, shall be saw cut to its full depth to eliminate damage to adjacent items remaining in place. Any damage to adjacent shoulder, curb and gutter, roadway, driveways, and sidewalk shall be removed and replaced by the Contractor at their expense. Sawcutting, removal, and disposal of material, as well as replacement of HMA material removed by the Contractor as part of shoulder removal, shall be paid for separately but shall be considered in the cost of these pay items.

Removal shall be to a depth to provide a minimum of 4" below the bottom of the proposed items to allow for placement of sub-base material if required.

Method of Measurement and Basis of Payment. This items shall be paid for at the contract unit price per lineal foot for PAVED SHOULDER REMOVAL and COMBINATION CURB AND GUTTER REMOVAL which prices shall include all labor, equipment and materials necessary to perform the work, as herein specified, in order to construction the proposed paved shoulder and combination concrete curb and gutter, of the type specified, to the required grades and elevations.

AGGREGATE SHOULDERS, TYPE B 6" and AGGREGATE SHOULDER REMOVAL

This work shall be done in accordance with Section 481 of the Standard Specifications. This pay item is for installing proposed Aggregate Shoulders, Type B 6". Locations will be provided by Engineer prior to start of work.

Basis of Payment. This work shall be paid for at the contract unit price per square yard for AGGREGATE SHOULDERS, TYPE B 6" at which price shall be payment in full for the work as specified herein. The volume of any material removed, regardless of the material's composition, will be measured for payment as AGGREGATE SHOULDER REMOVAL.

AGGREGATE WEDGE SHOULDER, TYPE B

This pay item shall include installing Type B aggregate along the edge of pavement. After compaction, the aggregate shall be flush along the pavement's edge, and zeroed out at a distance of two (2) feet from the pavement. This shall be constructed at locations shown in the Plans and determined by the Engineer. Field locations will be provided by the Engineer prior to start of work.

Basis of Payment This work shall be paid for at the contract unit price per ton for AGGREGATE WEDGE SHOULDER, TYPE B at which price shall be payment in full for the work as specified herein.

PORTLAND CEMENT CONCRETE SHOULDERS 8" and COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12

Description. This work shall be performed in accordance with Standard 606001, the details shown on the Plans, and Section 606 of the Standard Specifications for Road and Bridge Construction with the following revisions:

General. The proposed curb and gutter flag shall be a minimum of ten (10) inches in thickness. The construction of the concrete shoulders and curb and gutter, shall match and conform to the existing shape and configuration of the existing shoulders and curb and gutter. Depressed curb and gutter as shown on the Plans or as directed by the Engineer, shall be paid for as TYPE B-6.12.

Epoxy coated dowel bars shall be used at all tie-in locations. Dowel bars will not be paid for separately but shall be included in the cost of PORTLAND CEMENT CONCRETE SHOULDERS and COMBINATION CONCRETE CURB AND GUTTER of the type specified.

Transverse contraction joints shall be saw cut every fifteen (15) feet and full-depth transverse expansion joints shall be every 105 feet, and at all points of curve in the shoulder and curb radii.

Curing and protection shall not be paid for separately but shall be included in the cost of these pay item, and shall be in accordance with Article 1020.13(a) and 1020.13(c) and shall have white pigment added.

Method of Measurement and Basis of Payment. These items shall be paid for at the contract unit price per lineal foot for PORTLAND CEMENT CONCRETE SHOULDERS 8" and COMBINATION CONCRETE CURB AND GUTTER, of the type specified, which prices shall include all labor, equipment and materials necessary to perform the work as herein specified to construct the proposed shoulder and combination concrete curb and gutter and depressed curb and gutter.

WASHOUT BASIN

Description. This work consists of installation, maintenance and subsequent removal and disposal of a concrete washout basin and shall be done in accordance with Articles 280.01, 280.03, 280.05 and 280.06 of the Standard Specifications and as shown on the plans. The washout basin shall be removed after concrete items have been installed.

A concrete washout basin shall be supplied as necessary to accommodate concrete delivery operations. The washout basin location(s) must be approved by the Engineer prior to installation.

Method of Measurement and Basis of Payment. This work will be paid for at the contract price per lump sum for WASHOUT BASIN, which price shall be payment in full for all of the work as specified above.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701501, 701606, & 701611, SPECIAL

Description. This work consists of furnishing equipment, labor, tools and materials necessary for any traffic control and protection required for the duration of the project. Any traffic control devices required by the Engineer to implement the Traffic Control Plan, Specifications, or Highway Standards found in the contract shall be considered included in the lump sum costs of TRAFFIC CONTROL AND PROTECTION, STANDARD 701501, 701606, & 701611, SPECIAL.

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

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

The Contractor shall be responsible for all signing and traffic control required for this project in accordance with the latest revision of the State of Illinois Manual on Uniform Traffic Control Devices and in accordance with Section 701 of the Standard Specifications for Road and Bridge Construction, except as herein modified.

Special attention is called to Article 107.09 and Section 701 of the Standard Specifications and the following Highway Standards, Supplemental Specifications, Details, Quality Standard for Work Zone Traffic Control Devices, and Recurring Special Provisions contained herein relating to traffic control.

Standards

701301-04, 701311-04, 701501-06, 701606-10, 701611-01, and 701901-05
Details: TC10, TC13 & TC16

Special Provisions

LRS-3 and LRS-4, Maintenance of Roadways, Personal Protective Equipment, Reflective Sheeting on Channeling Devices

This special provision amends the provisions of Articles 701.04 of the Standard Specifications for Road and Bridge Construction adopted January 1, 2012.

The Contractor shall also provide a list of three (3) persons who can be called on a twenty-four (24) hour basis to handle barricading or other problems relating to the construction activity. These emergency response persons shall be capable of responding within one-half (1/2) hour after notification by the Engineer. If there has been no response within one-half (1/2) hour after notification, the Engineer will have the authority to enforce monetary deductions to the Contractor in accordance with Article 105.03 (b) Traffic Control Deficiency Deduction of the Standard Specifications for Road and Bridge Construction.

All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 720001.

If the Engineer requires additional work involving a substantial change of location and/or work which differs in design and/or work requiring a change in the type of construction, as stated in Article 104.02(d) of the Standard Specifications the standards and/or the designs, other than those required in the Plans, will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required for the reasons listed above will be in accordance with Article 109.04 of the Standard Specifications.

Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with Standards and/or designs other than

those included in the Plans. The Contractor shall submit revisions or modifications to the traffic control plan shown in the contract to the Engineer for approval. No additional payment will be made for a Contractor requested modification.

At least one lane of traffic must be maintained at all times. Complete closure of roadways must be first approved by the Village's Public Works Department. If detour signage is required due to unforeseen circumstances resulting from the Contractor's work activities, all project related detour signage shall be paid for in the line items as TRAFFIC CONTROL AND PROTECTION, STANDARD 701501, 701606, & 701611, SPECIAL, regardless of the number of times a detour is required. All signing shall be considered included in the cost of TRAFFIC CONTROL AND PROTECTION, STANDARD 701501, 701606, & 701611, SPECIAL.

Method of Measurement and Basis of Payment. Article 701.20 "Basis of Payment" shall be modified with the following:

This work will be paid for at the contract unit price per lump sums for TRAFFIC CONTROL AND PROTECTION, STANDARD 701501, 701606, & 701611, SPECIAL, as the case may be. The payment will be in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices.

PARKWAY RESTORATION

Description. This item shall be done in accordance with the applicable portions of Sec. 250 of the Standard Specifications and the following provisions.

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner in areas where permanent placement of new curb and gutter, driveways, sidewalks, watermain etc., has been completed. Under no circumstances shall the Contractor prolong final grading, shaping, and seeding placement so that the entire project can be permanently restored at the same time.

This work shall consist of the excavation, top soiling, seeding, and fertilizing from a minimum of one and one-half (1-1/2) feet to a maximum of three (3) feet behind or adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by water main and storm sewer construction.

All topsoil to be used for parkway restoration shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations to a minimum depth of 4". All materials shall meet the requirements of Art. 1081.05 of the Standard Specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications.

All seeding shall be "Class 1" meeting the specifications of Article 250.07 of the Standard Specifications. All placement of seeds shall meet the requirements of Sec. 250 of the Standard Specifications. Within 24 hours of seed placement all disturbed areas shall be covered with Erosion Control Blanket meeting the requirements of Article 251.04 of the Standard Specifications. All

fertilizer shall meet the requirements and rates specified in Section 250.04 of the Standard Specifications.

For that period prior to parkway restoration, the Contractor shall backfill and grade all disturbed areas so as to ensure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

Backfill shall be compacted by mechanical and/or hand methods so future consolidation/settlement does not occur. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free. Erosion control work such as placement of temporary seed or erosion control blanket, including their removal and redressing of the disturbed areas, shall not be paid for separately but shall be included in the cost of PARKWAY RESTORATION.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per square yard for PARKWAY RESTORATION which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil, seeding, fertilizer, and erosion control blanket.

MANHOLE LID ADJUSTING RINGS (SPECIAL)

Description. This special provision amends the provisions of Articles 602 of the Standard Specifications for Road and Bridge Construction adopted January 1, 2012. This work shall be performed in accordance with Article 603.08 – Adjusting Rings, of the Standard Specifications for Road and Bridge Construction adopted January 1, 2012. This item consists of installing adjusting rings to existing rim castings at locations designated by the Engineer in the field. The ring size shall be selected such that the height of the utility structure lid will be set ¼" lower than the surrounding finished pavement elevation.

Materials. Material shall be Gray Iron Castings, Ductile Iron Castings, or Structural Steel.

Method of Measurement and Basis of Payment. Change Article 602.16 to read:
"This work will be paid for at the contract unit price per each for MANHOLE LID ADJUSTING RING (SPECIAL), which price will include all excavation, labor, materials, and equipment." The actual need for adjustment will be determined in the field at the time of construction by the Engineer.

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.”

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.”

DETECTOR LOOP REPLACEMENT AND/OR INSTALLATION (ROADWAY GRINDING, RESURFACING, & PATCHING OPERATIONS) (D1)

Effective: January 1, 1985
Revised: January 5, 2016

The following Traffic Signal Special Provisions and the “District 1 Standard Traffic Signal Design Details” supplement the requirements of the State of Illinois “Standard Specifications for Road and Bridge Construction” Sections 810, 886, 1079 and 1088.

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract's electrical Contractor. Replacement of magnetic detector will require wiring revisions inside the control cabinet and therefore the transfer of maintenance will be required. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer.

The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

Notification of Intent to Work.

Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

- Traffic Signal Maintenance and Operations Engineer at (847)705-4424
- IDOT Electrical Maintenance Contractor at (773) 287-7600

at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

Failure to provide proper notification may require the District's Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the Contractor at no additional expense to the Department according to Section 109 of the "Standard Specifications."

Acceptance of Material.

The Contractor shall provide:

1. All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive calendar days after the contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.
2. Four (4) copies of a letter listing the vendor's name and model numbers of the proposed equipment shall be supplied. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
3. One (1) copy of material catalog cuts.
4. The contract number, permit number or intersection location must be on each sheet of the letter and material catalog cuts as required in items 2 and 3.

Inspection of Construction.

When the road is open to traffic, except as otherwise provided in Section 801 and 850 of the Standard Specifications, the Contractor must request a turn-on and inspection of the completed detector loop installation at each separate location. This request must be made to the Traffic Signal Maintenance and Operations Engineer at (847)705-4424 a minimum of seven (7) working days prior to the time of the requested inspection.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. If this work is not completed in time, the Department reserves the right to have the work completed by others at the Contractor's expense.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid price, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements will be subject to removal and disposal at the Contractor's expense.

Restoration of Work Area.

Restoration of the traffic signal work area due to the detector loop installation and/or replacement shall be included in the cost of this item. All roadway surfaces such as shoulders, medians, sidewalks, pavement shall be replaced as shown in the plans or in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded.

Removal, Disposal and Salvage of Existing Traffic Signal Equipment.

The removal, disposal, and salvage of existing traffic signal equipment shall be included in the cost of this item. All material and equipment removed shall become the property of the Contractor and disposed of by the Contractor outside the State's right-of-way. No additional compensation shall be provided to the Contractor for removal, disposal or salvage expense for the work in this contract.

DETECTOR LOOP REPLACEMENT.

This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the Engineer.

Replacement of the loops shall be accomplished in the following manner: The Engineer shall mark the location of the replacement loops. The Traffic Signal Maintenance and Operations Engineer shall be called to approve loop locations prior to the cutting of the pavement. The Contractor may reuse the existing coilable non-metallic conduit (CNC) located between the existing handhole and the pavement if it hasn't been damaged. CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways to the handholes. All burrs shall be removed from the edges of the existing conduit which could cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, if it cannot be located, or if additional conduits are required for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 1" (25 mm) CNC. This work and the required materials shall not be paid for separately but shall be included in the pay item Detector Loop Replacement. Once suitable CNC raceways is established, the loop may be cut, installed, sealed and spliced to the twisted-shielded lead-in cable in the handhole.

All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 1/4" (6.3 mm) deep x 4" (100 mm) saw-cut to mark location of each loop lead-in.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Traffic Signal Maintenance and Operations Engineer (847)705-4424 to inspect and approve the layout.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details." Saw-cuts from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a water proof tag, from an approved vendor, secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be included in the detector loop pay item.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane. The sealant shall be installed 1/8" (3 mm) below the pavement surface. If installed above the surface the excess shall be removed immediately.

Round loop(s) 6 ft (1.8 m) diameter may be substituted for 6 ft (1.8 m) by 6 ft (1.8 m) square loop(s) and shall be paid for as 24 feet (7.2 m) of detector loop.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

Heat shrink splices shall be used according to the "District 1 Standard Traffic Signal Design Details."

Detector loop replacement shall be measured along the sawed slot in the pavement containing the loop cable up to the edge of pavement, rather than the actual length of the wire in the slot. Drilling handholes, sawing the pavement, furnishing and installing CNC to the appropriate handhole, cable splicing to provide a fully operable detector loop, testing and all trench and backfill shall be included in this item.

Basis of Payment.

Detector Loop Replacement shall be paid for at the contract unit price per foot (meter) of DETECTOR LOOP REPLACEMENT.

MAGNETIC DETECTOR REMOVAL AND DETECTOR LOOP INSTALLATION.

This work shall consist of the removal of existing magnetic detectors, magnetic detector lead-in cable and magnetic detection amplifiers and related control equipment wiring, installation of detector lead-in cable, detector loops, detector amplifiers and related equipment wiring. The detector loop, cable, and amplifier shall be installed according to the applicable portions of the

“Standard Specifications” and the applicable portions of the Special Provision for “Detector Loop Replacement.” All drilling of handholes, furnishing and installing CNC, cable splicing, trench and backfill, removal of equipment, and removing cable from conduit shall be included in this item.

Basis of Payment.

Magnetic Detector Removal and Detector Loop Installation shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I, per each for INDUCTIVE LOOP DETECTOR, and foot (meter) for ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR.

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

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

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

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

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

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

Placement shall be according to the manufacturer's specifications.

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

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.

- (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

Use	Mixture	Aggregates Allowed
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	Surface and Binder IL-9.5 IL- 9.5FG or IL- 9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}

HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{5/} :	
		Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone

Use	Mixture	Aggregates Allowed	
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
		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>	
Use	Mixture	Aggregates Allowed	
		50% Crushed Gravel ^{2/} or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

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

HOT-MIX ASPHALT 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.”

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

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

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

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

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

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

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

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

1/ Based on percent of total aggregate weight.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revise 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
Surface	2 - 160 mm tall bricks

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

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

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

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall

meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above." Add the following to the end of Article 1030.10 of the Standard Specifications to read:

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

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985
Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

PUBLIC CONVENIENCE AND SAFETY (D1)

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

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

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

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

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

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

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

STATUS OF UTILITIES (D1)

Effective: June 1, 2016

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

Agency/Company Responsible to Resolve Conflict:	Name of contact:	Address:	Conflicts:	e-mail address:
Village of Oak Brook	John Temes, Field Operations Supervisor	3003 Jorie Blvd Oak Brook, IL 60523	Contractor is responsible for adjustments to Village utility frames and lids.	
ATT	Janet Ahern 630-573-6414	1000 Commerce Drive Oak Brook, IL 60523	No Conflicts Anticipated	
ComEd	Joseph Bakos 630-691-4787	Glenbard Headquarters	No Conflicts Anticipated	Joseph.Bakos2@exeloncorp.com
Nicor	Bruce Koppang 630-388-3046	1844 Ferry Road Naperville, IL 60563	No Conflicts Anticipated	BKoppang@southernco.com
Comcast	Thomas Munar 630-600-6316	688 Industrial Drive Elmhurst, IL 60126	No Conflicts Anticipated	Thomas_Munar@cable.comcast.com
Wide Open West	Brian Hurd 630 536-3127	1674 Frontenac Rd, Naperville, IL 60563	No Conflicts Anticipated	bhurd@wideopenwest.com

The above represents the best information available to the Village and is included for the convenience of the Contractor. The applicable portions of Articles 105.07 and 107.31 of the

Standard Specifications shall apply. The Contractor is responsible for contacting J.U.L.I.E. prior to any and all excavation work.

CEMENT, TYPE IL (BDE)

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL1001”

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

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

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

(1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.

- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

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

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

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

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

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

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor’s yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

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

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

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

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

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

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

“(f) **Basis of Payment.** After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

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

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

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 claims.

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 (Gmm) will be based on the running average of four available Department test results for that project. If less than four Gmm test results are available, an average of all available Department test results for that project will be used. The initial Gmm will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial Gmm.”

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

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

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.”

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	Asphalt	Grade
	SB/SBS	PG 64-28	SB/SBS	PG 64-34
	SB/SBS	PG 70-22	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], *.JGM, *.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, Δ G* _{peak} τ, 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
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
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.”

PORTLAND CEMENT CONCRETE (BDE)

Effective: August 1, 2023

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

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

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024

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

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

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

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

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

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

“The Contractor shall select a permitted landfill facility or CCDD/USFO facility meeting the requirements of 35 Ill. Admin. Code Parts 810-814 or Part 1100, respectively. The Department will review and approve or reject the facility proposed by the Contractor based upon information provided in BDE 2730. The Contractor shall verify whether the selected facility is

compliant with those applicable standards as mandated by their permit and whether the facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected facility shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.”
Revise the first paragraph of Article 669.07 of the Standard Specifications to read:

“669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor’s option.

Topsoil for re-use as final cover which has been field screened and found not to exhibit PID readings over daily background readings as documented on the BDE 2732, visual staining or odors, and is classified according to Articles 669.05(a)(2), (a)(3), (a)(4), (b)(1), or (c) may be temporarily staged at the Contractor’s option.

All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor’s control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.”

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

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

SHORT TERM AND TEMPORARY PAVEMENT MARKINGS (BDE)

Effective: April 1, 2024

Revise Article 1095.06 of the Standard Specifications to read:

“1095.06 Pavement Marking Tapes. Type IV tape shall consist of white or yellow tape with wet reflective media incorporated to provide immediate and continuing retroreflection in wet and dry conditions. The wet retroreflective media shall be bonded to a durable polyurethane surface. The patterned surface shall have approximately 40 ± 10 percent of the surface area raised and presenting a near vertical face to traffic from any direction. The channels between the raised areas shall be substantially free of exposed reflective elements or particles.

Blackout marking tape shall consist of a matte black, non-reflective, patterned surface that is precoated with a pressure sensitive adhesive. The surface of the blackout pavement marking tape shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM E 303.

(a) Color. The material shall meet the following requirements for daylight reflectance and

color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant D65, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

Color	Daylight Reflectance %Y
White	65 min.
Yellow *	36 - 59

*Shall match Aerospace Material Specification Standard 595 33538 (Orange Yellow) and the chromaticity limits as follows.

x	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456

- (b) Retroreflectivity. The white and yellow markings shall be retroreflective. Reflective values measured in accordance with the photometric testing procedure of ASTM D 4061 shall not be less than those listed in the table below. The coefficient of retroreflected luminance, RL, shall be expressed as average millicandelas/footcandle/sq ft (millicandelas/lux/sq m), measured on a 3.0 x 0.5 ft (900 mm x 150 mm) panel at 86 degree entrance angle.

Coefficient of Retroreflected Luminance, RL, Dry		
Observation Angle	White	Yellow
0.2°	1300	1200
0.5°	1100	1000

Wet retroreflectance shall be measured for Type IV under wet conditions according to ASTM E 2177 and meet the following.

Wet Retroreflectance, Initial RL	
Color	RL 1.05/88.76
White	300
Yellow	200

- (c) Skid Resistance. The surface of Type IV markings shall provide an average minimum skid resistance of 50 BPN when tested according to ASTM E 303.
- (d) Application. The pavement marking tape shall have a precoated pressure sensitive adhesive and shall require no activation procedures. Test pieces of the tape shall be applied according to the manufacturer's instructions and tested according to ASTM D 1000, Method A, except that a stiff, short bristle roller brush and heavy hand pressure will be substituted for the weighted rubber roller in applying the test pieces to the metal test

panel. Material tested as directed above shall show a minimum adhesion value of 750 g/in. (30 g/mm) width at the temperatures specified in ASTM D 1000. The adhesive shall be resistant to oils, acids, solvents, and water, and shall not leave objectionable stains or residue after removal. The material shall be flexible and conformable to the texture of the pavement.

- (e) **Durability.** The pavement marking tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large sections at pavement temperatures above 40 °F (4 °C) either manually or with a roll-up device without the use of sandblasting, solvents, or grinding. The Contractor shall provide the Engineer certification, from the manufacturer of the tape, that the material to be furnished meets the requirements for being removed after the following minimum traffic exposure based on transverse test decks with rolling traffic.

- (1) Time in place - 400 days
- (2) ADT per lane - 9,000 (28 percent trucks)
- (3) Axle hits - 10,000,000 minimum

Samples of the material, applied to standard specimen plates will be measured for thickness, and tested for durability in accordance with Federal Test Method Standard No. 141A, Method 6192, using a CS-17 wheel and 1000-gram load, and shall meet the following criteria for minimum initial thickness and for durability, showing no significant change in color after being tested for the number of cycles indicated.

Test	White	Yellow	Blackout
Initial Thickness.	20 (0.51)	20 (0.51)	65 (1.65) ^{1/} 10 (0.25) ^{2/}
Durability (cycles)	1,500	1,500	1,500

1/ Measured at the thickest point of the patterned surface.

2/ Measured at the thinnest point of the patterned surface.

The pavement marking tape, when applied according to the manufacturer's recommended procedures, shall be weather resistant and shall show no appreciable fading, lifting, or shrinkage during the useful life of the marking. The tape, as applied, shall be of good appearance, free of cracks, and edges shall be true, straight, and unbroken.”

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.”

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports1106.02”

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

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

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

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

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

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

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

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades,

temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

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

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

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

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

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

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

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

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

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

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 Oak Brook

Thomas Engineering Group, LLC

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
 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."

VILLAGE OF OAK BROOK

CONTRACT FOR THE CONSTRUCTION OF

2024 STREETS IMPROVEMENT PROJECT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Oak Brook, as Obligee, hereinafter called Owner, in the full and just sum of **[CONTRACT PRICE]** Dollars (**\$(CONTRACT PRICE)**), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated **[DATE OF CONTRACT AGREEMENT]**, with Owner entitled "Contract for the Construction of 2024 Streets Improvements Project" by and between the Village of Oak Brook and **[CONTRACTOR'S NAME]** (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the design, if any, construction, and installation of the 2024 Streets Improvement Project, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the

Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ____ day of _____, 20____.

Attest/Witness:

PRINCIPAL: **[NAME OF CONTRACTOR]**

By: _____

By: _____
**[NAME OF CONTRACTOR'S
EXECUTING OFFICER]**

Title: _____

Title: **[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

EXAMPLE

VILLAGE OF OAK BROOK
CONTRACT FOR THE CONSTRUCTION OF
2024 STREETS IMPROVEMENT PROJECT

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that **[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]**, as Principal, hereinafter called Contractor, and **[FULL NAME AND ADDRESS OF SURETY]**, as Surety, a corporation organized and existing under the laws of the State of **[INCORPORATION]**, hereinafter called Surety, are held and firmly bound unto the Village of Oak Brook, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of **[CONTRACT PRICE]** Dollars (**\$[CONTRACT PRICE]**), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated **[DATE OF CONTRACT AGREEMENT]**, with Owner entitled "Contract for the Construction of 2024 Streets Improvement Project" by and between the Village of Oak Brook and **[CONTRACTOR'S NAME]** (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for design, if any, construction, and installation of the 2024 Streets Improvements Project, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not

any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____, 20____.

Attest/Witness:

PRINCIPAL: **[NAME OF CONTRACTOR]**

By: _____

By: _____
**[NAME OF CONTRACTOR'S
EXECUTING OFFICER]**

Title: _____

Title: **[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]**

Attest/Witness:

SURETY: **[NAME OF SURETY]**

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

EXAMPLE

DuPage County Prevailing Wage Rates posted on 5/20/2024

Trade Title	Rg	Type	C	Base	Foreman	Overtime							Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W								
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37			15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22			15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97			26.44	0.00	3.34		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50			23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29			25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33			22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75			15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75			19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		37.85	40.65	1.5	1.5	2.0	2.0	13.90			24.30	3.20	0.83	0.00	14.15	28.32
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25			14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25			10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25			17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25			11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	All	BLD		45.45	49.70	1.5	1.5	2.0	2.0	13.90			27.89	7.13	1.20	0.00	18.13	36.23
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08			20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	NE	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68			18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44			25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22			17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05			25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37			15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29			25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93			8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50			20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50			22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37			15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37			15.91	0.00	0.91		0.00	0.00

DuPage County Prevailing Wage Rates posted on 5/20/2024

MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.85	53.90	1.5	1.5	2.0	2.0	12.50	22.80	0.00	1.12	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
SURVEY WORKER	All	BLD		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00

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SURVEY WORKER	All	HWY		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.76	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	43.11	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	43.31	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TUCK POINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

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

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

EXPLANATION OF CLASSES

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

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

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network),

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pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master

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Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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REPORT TRANSMITTAL

April 12, 2024

To: Kevin C. VanDeWoestyne
Municipal Department Head
Thomas Engineering Group, LLC
762 Shoreline Drive, Suite 200
Aurora, Illinois 60504

Re: **Geotechnical Engineering Services Report**
Oak Brook 2024 Streets Improvement Project
Various Streets
Oak Brook, Illinois

Rubino Report No. G24.026

Via email: kevinv@thomas-engineering.com; dougsm@thomas-engineering.com

Dear Mr. VanDeWoestyne,

Rubino Engineering, Inc. (Rubino) is pleased to submit our Geotechnical Engineering Services Report for the proposed 2024 Streets Improvement Project in Oak Brook, Illinois.

Report Description

Enclosed is the Geotechnical Engineering Services Report including results of field and laboratory testing, as well as recommendations for subgrade stability, subgrade preparation, and pavement design.

Authorization and Correspondence History

- Rubino Proposal No. Q23.570g dated December 18, 2023; Signed and authorized by Kevin VanDeWoestyne of Thomas Engineering Group, LLC on February 9, 2024.

Closing

Rubino appreciates the opportunity to provide geotechnical services for this project and we look forward to continued participation during the design and in future construction phases of this project.

If you have questions pertaining to this report, or if Rubino may be of further service, please contact our office at (847) 931-1555.

Respectfully submitted,
RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

MAL/file/ Enclosures

**OAK BROOK 2024 STREETS
IMPROVEMENT PROJECT**

VARIOUS STREETS

OAK BROOK, ILLINOIS

RUBINO PROJECT NO. G24.026

***Geotechnical
Engineering
Services
Report***

*Drilling
Laboratory Testing
Geotechnical Analysis*

**PREPARED BY:
JONATHAN IGNARSKI**

rubino
ENGINEERING INC.

**Michelle A. Lipinski, PE
President
IL No. 062-061241, Exp. 11/30/2025**

PREPARED FOR:

**THOMAS ENGINEERING GROUP, LLC
762 SHORELINE DRIVE, SUITE 200
AURORA, ILLINOIS 60504**

APRIL 12, 2024

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Appendix A – Drilling, Field, and Laboratory Test Procedures
 Appendix B – Report Limitations
 Appendix C – Soil Classification General Notes
 Appendix D – Soil Classification Chart
 Appendix E – Site Vicinity Map & Boring Location Plans
 Appendix F – Pavement Core Summary Table
 Appendix G – DCP Borings Logs

PROJECT INFORMATION

Rubino understands that Thomas Engineering Group, LLC is working with the Village of Oak Brook for the Village's 2024 Streets Improvement project. Approximately 3¼ miles of roadway are anticipated to be included in the project. Improvements will include patching, milling, and resurfacing, spot curb and gutter repairs, and ADA compliance ramps.

Documents received:

- "2023-11-28-2024 Streets RFP" prepared by the Village of Oak Brook

Project Correspondence:

- RFP email from Kevin C. VanDeWoestyne of Thomas Engineering Group, LLC on November 29, 2023

The geotechnical recommendations presented in this report are based on the available project information and the subsurface materials described in this report. If any of the information on which this report is based is incorrect, please inform Rubino in writing so that we may amend the recommendations presented in this report (if appropriate, and if desired by the client). Rubino will not be responsible for the implementation of our recommendations if we are not notified of changes in the project.

Purpose / Scope of Services

The purpose of this study was to explore the subsurface conditions at the site in order to prepare geotechnical recommendations for subgrade stability, subgrade preparation, and pavement design for the proposed construction. Rubino's scope of services included the following drilling program:

Table 1: Drilling Scope

NUMBER OF BORINGS	NUMBER OF CORES	DEPTH (FEET BEG*)	LOCATION
8	8	2 – 4	See Boring Location Plans

*BEG = below existing grade

Representative soil samples obtained during the field exploration program were transported to the laboratory for additional classification and laboratory testing.

This report briefly outlines the following:

- Summary of client-provided project information and report basis
- Overview of encountered subsurface conditions
- Overview of field and laboratory tests performed including results
 - Summary table of encountered pavement and subbase stone thickness with photo documentation



- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation*
 - *Subgrade Stability*
 - *Estimated IBV value at each boring location*
- *Construction considerations, including temporary excavation and construction control of water*

DRILLING, FIELD, AND LABORATORY TEST PROCEDURES

In consultation with the client, Rubino selected the number of borings and the boring depths. Rubino located the borings in the field by measuring distances from known fixed site features. The pavement cores were performed with a Milwaukee Drill and Diamond-bit core barrel. Dynamic Cone Penetrometer (DCP) testing was performed in accordance with ASTM D6951 and soil samples were obtained from hand auger sampling to the depths indicated herein.

Selected soil samples were tested in the laboratory to determine material properties for this report. Drilling, sampling, and laboratory tests were accomplished in general accordance with ASTM procedures. The following items are further described in the Appendix of this report.

- *Dynamic Cone Penetrometer (DCP) Testing (ASTM D6951)*
- *Field Water Level Measurements*
- *Laboratory Determination of Water (Moisture) Content of Soil by Mass (ASTM D2216)*

The laboratory testing program was conducted in general accordance with applicable ASTM specifications. The results of these tests are to be found on the accompanying boring logs located in the Appendix.

SUMMARY OF GEOTECHNICAL CONSIDERATIONS

The main geotechnical design and construction considerations at this site are:

- In general, the **asphalt thicknesses** observed at core locations ranged between approximately 5 and 15 inches. See the Surface Conditions section for more information.
- In general, the **subbase stone thicknesses** observed at core locations ranged between approximately 5 and 12 inches. See the Surface Conditions section for more detailed information.
- **Subgrade soils** generally consisted of undocumented fill and brown to gray, silty clay soils. See the Subsurface Conditions and Undocumented Fill Discussion sections for more detailed information.
- Based on the DCP blows and Qp values, **undercuts were estimated** along the various streets, only if subbase soils are exposed. See the Subgrade Stability Recommendations section for more detailed information.



The geotechnical-related recommendations in this report are presented based on the subsurface conditions encountered and Rubino's understanding of the project. Should changes in the project criteria occur, a review must be made by Rubino to determine if modifications to our recommendations will be necessary.

SITE AND SUBSURFACE CONDITIONS

Site Location and Description

The 2024 Streets Improvement Project in Oak Brook includes the following roadways:

- | | |
|--------------------|--------------------|
| ▪ Kensington Court | ▪ Kensington Road |
| ▪ Wennes Court | ▪ Adams Road |
| ▪ Birchwood Road | ▪ Hunt Club Lane |
| ▪ Hunt Club Drive | ▪ Robin Hood Ranch |



Surface Conditions

Cores were taken within existing paved areas and the surface conditions are as follows:

Table 2: Existing Pavement Section Summary

CORE NO. / LOCATION	TOTAL OBSERVED PAVEMENT THICKNESS	TOTAL OBSERVED BASE STONE THICKNESS
C-01 (Kensington Ct)	5 INCHES OF ASPHALT	12 INCHES OF POSSIBLE STABILIZED SUBGRADE / SUBBASE
C-02 (Kensington Rd)	5 INCHES OF ASPHALT	10 INCHES OF POSSIBLE STABILIZED SUBGRADE / SUBBASE
C-03 (Robin Hood Ranch)	15 INCHES OF ASPHALT	2 ¼ INCHES OF POSSIBLE STABILIZED SUBGRADE / SUBBASE ₁ 2 ¾ INCHES OF POSSIBLE STABILIZED SUBGRADE / SUBBASE ₂
C-04 (Wennes Ct)*	5 INCHES OF ASPHALT ₁ 2 INCHES OF ASPHALT ₂	4 INCHES OF POSSIBLE STABILIZED SUBGRADE / SUBBASE ₁ 5 INCHES OF POSSIBLE STABILIZED SUBGRADE / SUBBASE ₂
C-05 (Hunt Club Dr)	8 INCHES OF ASPHALT	6 INCHES OF SUBBASE STONE
C-06 (Hunt Club Ln)	8 INCHES OF ASPHALT	5 INCHES OF POSSIBLE STABILIZED SUBGRADE / SUBBASE
C-07 (Birchwood Rd)	6 ½ INCHES OF ASPHALT	10 ½ INCHES OF SUBBASE STONE
C-08 (Adams Rd)	10 ½ INCHES OF ASPHALT	6 ½ INCHES OF POSSIBLE STABILIZED SUBGRADE / SUBBASE

*Possible Stabilized Subgrade / Subbase observed between asphalt layers. See the Pavement Core Table in the Appendix for more detailed information.

Please note that the above referenced thicknesses are considered approximate and based on visual observations and hand measurements. Pavement and sub-base type and thickness may vary between core locations.

Subsurface Conditions

Beneath the existing surficial pavement and subbase stone, subsurface conditions generally consisted of undocumented fill and brown to gray silty clay soils.

- The undocumented fill soils were generally cohesive in nature



Table 3: Subsurface Conditions Summary

APPROXIMATE DEPTH RANGE (FEET BEG*)	SOIL DESCRIPTION	DCP VALUES (BLOWS PER 6 IN.)	MOISTURE CONTENT (%)	FIELD MEASURED QP
Kensington Court and Kensington Road (C-01 and C-02)				
1 ½ – 4	Brown silty CLAY, trace sand and gravel	4 – 12	16 – 21	Qp = 1.75 to 4.5 tsf
Robin Hood Ranch (C-03)				
1 ½ – 2 ½	FILL: dark gray silty clay, trace sand and gravel	5 – 9	22	Qp = 2.0 tsf
Wennes Court (C-04)				
1 ½ – 2	FILL: dark brown and dark gray silty clay, trace sand and gravel	5	21	Qp = 2.75 tsf
2 – 4	Brown silty CLAY, trace sand and gravel	7 – 11	17	Qp = 3.75 tsf
Hunt Club Drive and Hunt Club Lane (C-05 and C-06)				
1 – 2	FILL: dark gray silty clay, trace sand and gravel (C-06)	4	22	Qp = 2.75 tsf
1 – 4	Brown and gray silty CLAY, trace sand and gravel	4 – 16	17 – 27	Qp = 3.75 to 4.5 tsf
Birchwood Road (C-07)				
1 ½ – 2	FILL: brown and gray silty clay, trace sand and gravel	5	23	---
2 – 3 ¼	Brown silty CLAY, trace sand and gravel	4 – 8	31	Qp = 2.25 tsf
Adams Road (C-08)				
1 ½ – 2	FILL: dark brown and black silty clay, with asphalt grindings	18	18	---

*BEG = Below existing grade

The native soils were visually classified as silty clay (CL) according to the Unified Soil Classification System (USCS). The above table is a general summary of subsurface conditions. Please refer to the boring logs for more detailed information.

Groundwater Conditions

Groundwater was not observed in the borings during the drilling operations. However, it should be noted that fluctuations in the groundwater level should be anticipated throughout the year depending on variations in climatological conditions and other factors not apparent at the time the borings were performed. Groundwater may not have been observed in some areas due to the low permeability of



soils. Additionally, discontinuous zones of perched water may exist within the soils. The possibility of groundwater level fluctuation should be considered when developing the design and construction plans for the project.

Undocumented Fill Discussion

Undocumented fill was observed in the borings to depths ranging from about 2 to 2 ½ feet below existing grade.

Deleterious materials, such as asphalt grindings, were observed within the undocumented fill materials in boring C-08 during the drilling operations. Although deleterious materials were not encountered in all the undocumented fill materials, this does not eliminate the possibility that deleterious materials could be present within the undocumented fill materials at other locations along the project.

Undocumented fill is defined as fill that has been placed without being documented as to its placed density and moisture content.

Deleterious materials could include, but are not limited to, bricks, asphalt, concrete, metal, wood, or other building debris.

EVALUATION AND RECOMMENDATIONS

The geotechnical-related recommendations in this report are presented based on the subsurface conditions encountered and Rubino's understanding of the project. Should changes in the project criteria occur, a review must be made by Rubino to determine if modifications to our recommendations will be necessary.

Pavement Subgrade Preparation

Rubino recommends that unstable, unsuitable soils or deleterious materials be removed from the construction area, as applicable. Unstable, unsuitable soils or deleterious materials can be described as, but are not limited to:

- Organic soil / topsoil / plants / trees / shrubs / grass
- Frozen soil
- Existing asphalt or concrete pavement sections
- Concrete curb & gutter
- Deleterious materials as described herein, asphalt grindings observed in boring C-08

Prior to paving, the prepared subgrade should be proofrolled using a loaded tandem axle dump truck or similar type of pneumatic tired equipment with a minimum gross weight of 9 tons per single axle. Localized soft areas identified should be repaired prior to paving. Moisture content of the subgrade be maintained between -2% and +3% of the optimum at the time of paving. It may require rework when the subgrade is either desiccated or wet.



Areas of low support or soft spots should be tested with either a Static Cone Penetrometer (SCP) or Dynamic Cone Penetrometer (DCP). The results of the DCP or SCP tests should be evaluated according to the IDOT Subgrade Stability Manual (2005), to determine the necessary depth of corrective action.

Please note that fine grained subgrade soils are sensitive to moisture and can be easily disturbed by precipitation, groundwater, or construction equipment. Therefore, extra care should be used to avoid disturbing these soils during construction activities.

Subgrade Stability Recommendations

The recommendations located in this report are based on the data obtained at each particular soil boring location. Rubino is providing subgrade stability recommendations in the case of a full reconstruction for this project. Soil subgrade stability may vary in the field between the borings and could be affected by the weather at the time of construction.

- The IDOT IBV Based Remedial Action chart from the IDOT Subgrade Stability Manual was used for reference.
- Subgrade with an IBV value of 5 or less is a candidate for remediation.
- Subgrade with a moisture content exceeding 25% may be a candidate for additional remediation as determined by proofroll and penetrometer testing at the time of construction.
- **Subgrade soils, including undocumented fill**, should be carefully evaluated by proof-rolling and subgrade stability testing at the time of construction to document the in-place consistency of these materials

Based on the above criteria, the following boring locations have been highlighted for potential subgrade stabilization, **only if the subbase soils are exposed**:

Table 4: Estimated IBV and Undercut Recommendations

LOCATION	IBV VALUE	REMEDIAL THICKNESS (UNDERCUT)	GEOTECHNICAL CONSIDERATIONS
Kensington Ct and Kensington Rd (C-01 & C-02)	5 – 7	0 – 6 inches	Brown silty CLAY, $Q_p = 1.75$ to 4.5 tsf
Robin Hood Ranch (C-03)	6 – 7	N/A	Undocumented fill, $Q_p = 2.0$ tsf
Wennes Court (C-04)	5 – 7	0 – 6 inches	Undocumented fill, $Q_p = 2.75$ tsf
Hunt Club Drive (C-05)	6 – 8	N/A	Brown and gray silty CLAY with elevated moisture content (27%), $Q_p = 3.75$ tsf



LOCATION	IBV VALUE	REMEDIAL THICKNESS (UNDERCUT)	GEOTECHNICAL CONSIDERATIONS
Hunt Club Lane (C-06)	5 – 7	0 – 6 inches	Undocumented fill, $Q_p = 2.75$ tsf
Birchwood Road (C-07)	4 – 5	6 – 12 inches	Undocumented fill overlying silty CLAY with elevated moisture content (31%)
Adams Road (C-08)	N/A	6 – 12 inches	Undocumented fill with asphalt grindings

Subgrade soils may be **stabilized** by one of the following **options**:

- **Remove and replace** with CA-06 stone. Allow for drainage to avoid trapping water within stone.
- **Remove and replace** with non-woven filter fabric and 3-inch stone capped with CA-06 stone.
 - The contractor can also attempt to stabilize the existing subgrade in place by "losing" 3-inch stone into the subgrade until the voids of the 3-inch stone are filled with the soft soil and the subgrade "locks up," showing minimal deflection under a proofroll.
 - A layer of non-woven filter geotextile should be placed between silty clay soil and an open-graded stone.
- Geogrid and stone per manufacturer's installation specifications, maintaining positive drainage below pavements.
 - A layer of geotextile should be placed between fine grained soils and an open-graded stone.

Unstable soil should be treated in accordance with Article 301.04 of the standard specifications and undercut guidelines in the IDOT Subgrade Stability Manual.

Recommendations for Additional Testing

Once the site plans and grading plans are finalized, please notify Rubino so that we can review our recommendations for the direct use of the structure and development of the site.

During construction, Rubino recommends that one of our representatives be onsite for typical **observations and documentation** of exposed subgrade for pavements, including proofrolling and penetrometer testing.



CLOSING

The recommendations submitted are based on the available subsurface information obtained by Rubino Engineering, Inc. and design details furnished by Thomas Engineering Group, LLC for the proposed project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, Rubino should be notified immediately to determine if changes in the recommendations are required. If Rubino is not retained to perform these functions, we will not be responsible for the impact of those conditions on the project.

The scope of services did not include an environmental assessment to determine the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater or air on, below, or around this site. Any statements in this report and/or on the boring logs regarding odors, colors, and/or unusual or suspicious items or conditions are strictly for informational purposes.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At this time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Thomas Engineering Group, LLC and their consultants for the specific application to the proposed 2024 Streets Improvement Project in Oak Brook, Illinois.



Appendix A – Drilling, Field, and Laboratory Test Procedures

ASTM D6951 Dynamic Cone Penetrometer Testing

This test method covers the measurement of the penetration rate of the Dynamic Cone Penetrometer with a 17.6-lb hammer through undisturbed soil or compacted materials, or both. The penetration rate may be related to in situ strength such as an estimated in situ CBR (California Bearing Ratio). A soil density may be estimated if the soil type and moisture content are known. The DCP described in this test method is typically used for pavement applications.

Water Level Measurements

Water level observations were attempted during and upon completion of the drilling operation using a 100-foot tape measure. The depths of observed water levels in the boreholes are noted on the boring logs presented in the appendix of this report. In the borings where water is unable to be observed during the field activities, in relatively impervious soils, the accurate determination of the groundwater elevation may not be possible even after several days of observation. Seasonal variations, temperature and recent rainfall conditions may influence the levels of the groundwater table and volumes of water will depend on the permeability of the soils.

Ground Surface Elevations

At this time, no site-specific elevations were available to Rubino. The depths indicated on the attached boring logs are relative to the existing ground surface for each individual boring at the time of the exploration. Copies of the boring logs are located in the Appendix of this report.

ASTM D2216 Water (Moisture) Content of Soil by Mass (Laboratory)

The water content is an important index property used in expressing the phase relationship of solids, water, and air in a given volume of material and can be used to correlate soil behavior with its index properties. In fine grained cohesive soils, the behavior of a given soil type often depends on its natural water content. The water content of a cohesive soil along with its liquid and plastic limits as determined by Atterberg Limit testing are used to express the soil's relative consistency or liquidity index.

Appendix B – Report Limitations

Subsurface Conditions:

The subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in the appendix should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, penetration resistances, locations of the samples and laboratory test data as well as water level information. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition between layers may be gradual. The samples, which were not altered by laboratory testing, will be retained for up to 60 days from the date of this report and then will be discarded.

Geotechnical Risk:

The concept of risk is an important aspect of the geotechnical evaluation. The primary reason for this is that the analytical methods used to develop geotechnical recommendations do not comprise an exact science. The analytical tools that geotechnical engineers use are generally empirical and must be used in conjunction with engineering judgment and experience. Therefore, the solutions and recommendations presented in the geotechnical evaluation should not be considered risk-free, and more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as planned. The engineering recommendations, presented in the preceding section, constitute Rubino's professional estimate of the necessary measures for the proposed structure to perform according to the proposed design based on the information generated and reference during this evaluation, and Rubino's experience in working with these conditions.

Warranty:

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

Federal Excavation Regulations:

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better ensure the safety of workmen entering trenches or excavations. This federal regulation mandates that all excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person," as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. Rubino is providing this information solely as a service to our client. Rubino is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

Appendix C – Soil Classification General Notes

DRILLING & SAMPLING SYMBOLS:

SS: Split Spoon - 1 3/8" I.D., 2" O.D., unless otherwise noted
 ST: Thin-Walled Tube - 3" O.D., Unless otherwise noted
 PM: Pressuremeter
 RB: Rock Bit
 DB: Diamond Bit - 4", N, B

PS: Piston Sample
 WS: Wash Sample
 HA: Hand Auger
 HS: Hollow Stem Auger
 BS: Bulk Sample

Standard "N" Penetration: Blows per foot of a 140-pound hammer falling 30 inches on a 2-inch O.D. split spoon sampler (SS), except where noted.

WATER LEVEL MEASUREMENT SYMBOLS:

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of ground water levels is not possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION:

Soil Classification is based on the Unified Soil Classification System as defined in ASTM D-2487 and D-2488. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays, if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse grained soils are defined on the basis of their relative in-place density and fine-grained soils on the basis of their consistency. Example: Lean clay with sand, trace gravel, stiff (CL); silty sand, trace gravel, medium dense (SM).

CONSISTENCY OF FINE-GRAINED SOILS:

Unconfined Compressive Strength, Qu (tsf)	N-Blows/ft.	Consistency
< 0.25	< 2	Very Soft
0.25 - 0.5	2 - 4	Soft
0.5 - 1	4 - 8	Medium Stiff
1 - 2	8 - 15	Stiff
2 - 4	15 - 30	Very Stiff
4 - 8	30 - 50	Hard
> 8	> 50	Very Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

N-Blows/ft.	Relative Density
0 - 3	Very Loose
4 - 9	Loose
10 - 29	Medium Dense
30 - 49	Dense
50 - 80	Very Dense
80+	Extremely Dense

RELATIVE PROPORTIONS OF SAND & GRAVEL

Descriptive Term	% of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. To 3 in. (300mm to 75mm)
Gravel	3 in. To #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75mm to 0.75mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term	% of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

*Descriptive Terms apply to components also present in sample

Appendix D – Soil Classification Chart

SOIL CLASSIFICATION CHART

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

Appendix E – Site Vicinity Map & Boring Location Plans



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name: Oak Brook 2024 Streets Improvement Project
Project Location: Various Streets
Oak Brook, Illinois
Client: Thomas Engineering Group, LLC
Rubino Project #: G24.026

Site
Vicinity
Map



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name: Oak Brook 2024 Streets Improvement Project
Project Location: Various Streets
Oak Brook, Illinois
Client: Thomas Engineering Group, LLC
Rubino Project #: G24.026

Boring
Location
Plan 1



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name: Oak Brook 2024 Streets Improvement Project
Project Location: Various Streets
Oak Brook, Illinois
Client: Thomas Engineering Group, LLC
Rubino Project #: G24.026

Boring
Location
Plan 2



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name: Oak Brook 2024 Streets Improvement Project
 Project Location: Various Streets
 Oak Brook, Illinois
 Client: Thomas Engineering Group, LLC
 Rubino Project #: G24.026

Boring
Location
Plan 3



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name: Oak Brook 2024 Streets Improvement Project
Project Location: Various Streets
Oak Brook, Illinois
Client: Thomas Engineering Group, LLC
Rubino Project # : G24.026

Boring
Location
Plan 4



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name:	Oak Brook 2024 Streets Improvement Project
Project Location:	Various Streets Oak Brook, Illinois
Client:	Thomas Engineering Group, LLC
Rubino Project # :	G24.026

**Boring
Location
Plan 5**

Appendix F – Pavement Core Summary Table

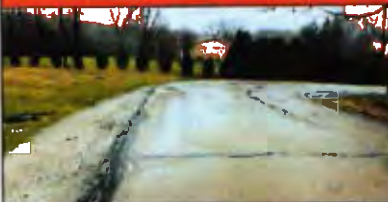
Pavement Core Summary Table – Oak Brook 2024 Streets Improvement Project in Oak Brook, IL
Core Photos Page 1 of 3

Cores were taken in the pavement of various streets in Oak Brook, Illinois. The table below summarizes the thicknesses observed in the field and laboratory.

C-01 (Kensington Court)	C-02 (Kensington Road)	C-03 (Robin Hood Ranch)
		
Picture Taken Facing South	Picture Taken Facing East	Picture Taken Facing East
		
<u>Total Thickness = 5 inches</u> - HMA Surface₁ = 2 in. - HMA Binder₁ = 2 ¼ in. - Binder₁ to Binder₂ Weathering & Deterioration - HMA Binder₂ = ¼ in. - Binder₂ Cracked, NOT FULLY RECOVERED due to Weathering & Deterioration - Possible Stabilized Subgrade / Subbase = 12 inches	<u>Total Thickness = 5 inches</u> - HMA Surface₁ = 2 ½ in. - HMA Binder₁ = 2 ½ in. - Possible Stabilized Subgrade / Subbase = 10 inches	<u>Total Thickness = 15 inches</u> - HMA Surface₁ = 2 in. - Surface₁ to Binder₁ Weathering & Deterioration - HMA Binder₁ = 2 in. - HMA Surface₂ = 1 ½ in. - HMA Binder₂ = 1 ½ in. - Binder₂ to Binder₃ Weathering & Deterioration - HMA Binder₃ = 1 ½ in. - HMA Surface₃ = 1 ½ in. - HMA Leveling Binder₄ = 1 ¼ in. - Leveling Binder₄ to Binder₅ Weathering & Deterioration - HMA Binder₅ = 3 ½ in. - Possible Stabilized Subgrade / Subbase₁ = 2 ¼ inches - Possible Stabilized Subgrade / Subbase₂ = 2 ¼ inches



Pavement Core Summary Table – Oak Brook 2024 Streets Improvement Project in Oak Brook, IL
Core Photos Page 2 of 3

C-04 (Wennes Court)	C-05 (Hunt Club Drive)	C-06 (Hunt Club Lane)
		
Picture Taken Facing West	Picture Taken Facing West	Picture Taken Facing North
		
<u>Total Thickness = 7 inches</u> - HMA Surface₁ = 1 ¼ in. - HMA Surface₂ = ½ in. - HMA Surface₃ = 2 in. - HMA Binder₁ = 3 ¼ in. - Possible Stabilized Subgrade / Subbase = 4 inches - HMA Binder₂ = 2 in. - Possible Stabilized Subgrade / Subbase = 5 inches	<u>Total Thickness = 8 inches</u> - HMA Surface₁ = 2 ¼ in. - HMA Binder₁ = 5 ¼ in. - Subbase Stone = 6 inches	<u>Total Thickness = 8 inches</u> - HMA Surface₁ = 1 ¼ in. - HMA Surface₂ = ½ in. - HMA Surface₃ = 1 ½ in. - HMA Binder₁ = 1 ½ in. - HMA Surface₄ = 1 in. - HMA Binder₂ = 2 ¼ in. - Possible Stabilized Subgrade / Subbase = 5 inches



C-07 (Birchwood Road)	C-08 (N Adams Road)
	
Picture Taken Facing East	Picture Taken Facing South
	
Total Thickness = 6 ½ inches - HMA Surface₁ = 1 ¼ in. Surface₁ to Surface₂ Weathering & Deterioration - HMA Surface₂ = 1 ¼ in. - HMA Binder = 3 in. - Subbase Stone = 10 ½ inches	Total Thickness = 10 ½ inches - HMA Surface₁ = 1 ¼ in. - HMA Surface₂ = 1 ¼ in. Surface₂ to Surface₃ Weathering & Deterioration - HMA Surface₃ = 3 in. - HMA Binder₁ = 1 ½ in. Binder₁ to Binder₂ Weathering & Deterioration - HMA Binder₂ = 3 in. - Possible Stabilized Subgrade / Subbase = 6 ½ inches

The referenced thicknesses are considered approximate. Commentary provided by Rubino is based on our observation in the laboratory; **Crack** = vertical through cross section, **Weathering** = rounded edges & degradation of asphalt and **Deterioration** = horizontal crack. Pavement and subbase type and thickness may vary between core locations. Any comments on the condition of the material are considered our opinion and should be verified by the design engineer.



Appendix G - DCP Borings Logs



Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING C-01

Sheet 1 of 1

Rubino Job No.:	G24.026	Drilling Method:	Humboldt DCP and LB Sampler	WATER LEVELS	
Project:	Oak Brook 2024 Streets Improvement Project	Sampling Method:	Grab Sample	📏 While Drilling	N/A
Location:	Various Streets	Hammer Type:	Direct Push	📏 Upon Completion	N/A
City, State:	Oak Brook, Illinois	Boring Location:	Kensington Court	📏 Delay	N/A
Client:	Thomas Engineering Group, LLC				

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	DCP Blows per 6-inch	Moisture, %	STRENGTH, tsf	Additional Remarks
						Station: N/A Offset: N/A					
	0					Approximately 5 inches of ASPHALT					
						Approximately 12 inches of POSSIBLE STABILIZED SUBGRADE / SUBBASE					
						Brown silty CLAY, trace sand and gravel					
				1	12		CL	8,8		*	Qp=1.8 tsf
				2	12			5,4	20	X	
				3	6	No Recovery		4			
						End of boring at approximately 4 feet below existing grade.					

Completion Depth:	3.9 ft	Sample Types:	Latitude: 41.842037
Date Boring Started:	3/8/24	Hand Auger & DCP	Longitude: -87.952499
Date Boring Completed:	3/8/24	Hand Auger	Drill Rig: Milwaukee Dymodril
Logged By:	P.P.	DCP	Remarks:
Drilling Contractor:	Rubino Engineering, Inc.	Auger Cutting	
		Split Spoon	
		No Recovery	

The stratification lines represent approximate boundaries. The transition may be gradual.



Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING C-02

Sheet 1 of 1

Rubino Job No.: G24.026
Project: Oak Brook 2024 Streets Improvement Project
Location: Various Streets
City, State: Oak Brook, Illinois
Client: Thomas Engineering Group, LLC

Drilling Method: Humboldt DCP and LB Sampler
Sampling Method: Grab Sample
Hammer Type: Direct Push
Boring Location: Kensington Road

WATER LEVELS

☒ While Drilling N/A
☒ Upon Completion N/A
☒ Delay N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	DCP Blows per 6-inch	Moisture %	STANDARD PENETRATION TEST DATA				Additional Remarks
										X Moisture PL 0 25 50 STRENGTH, tsf ▲ Qu ✱ Qp 0 2.0 4.0				
	0					Approximately 5 inches of ASPHALT								
						Approximately 10 inches of POSSIBLE STABILIZED SUBGRADE / SUBBASE								
						Brown silty CLAY, trace sand and gravel								
				1	12		CL	5.8	16		X			>>> Qp=4.5 tsf
				2	12			12.8						
				3	6			4	21		X	✱		Qp=2.3 tsf
				4	3									
						End of boring at approximately 4 feet below existing grade.								

Completion Depth: 4.0 ft
Date Boring Started: 3/8/24
Date Boring Completed: 3/8/24
Logged By: P.P.
Drilling Contractor: Rubino Engineering, Inc.

Sample Types

☐ Hand Auger & DCP ☐ Auger Cutting
☐ Hand Auger ☐ Split Spoon
☐ DCP ☐ No Recovery

Latitude: 41.841236
Longitude: -87.952248
Drill Rig: Milwaukee Dymodril
Remarks

The stratification lines represent approximate boundaries. The transition may be gradual.



Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING C-03

Sheet 1 of 1

Rubino Job No.: G24.026
Project: Oak Brook 2024 Streets Improvement Project
Location: Various Streets
City, State: Oak Brook, Illinois
Client: Thomas Engineering Group, LLC

Drilling Method: Humboldt DCP and LB Sampler
Sampling Method: Grab Sample
Hammer Type: Direct Push
Boring Location: Robin Hood Ranch

WATER LEVELS

☒ While Drilling N/A
☒ Upon Completion N/A
☒ Delay N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	DCP Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA	Additional Remarks
											Moisture PL LL STRENGTH, tsf Qu Qp	
	0						Approximately 15 inches of ASPHALT					
							Approximately 5 inch of POSSIBLE STABILIZED SUBGRADE / SUBBASE					
							FILL: dark gray silty clay, trace sand and gravel		5.9	22	X	Qp=2.0 tsf
				1	10		No Recovery					
				2	0				9.7			
							End of boring at approximately 3 1/4 feet below existing grade.					

Completion Depth: 3.7 ft
Date Boring Started: 3/8/24
Date Boring Completed: 3/8/24
Logged By: P.P.
Drilling Contractor: Rubino Engineering, Inc.

Sample Types:
☒ Hand Auger & DCP
☒ Hand Auger
☒ DCP
☐ Auger Cutting
☐ Split Spoon
☐ No Recovery

Latitude: 41.827187
Longitude: -87.929962
Drill Rig: Milwaukee Dymodril
Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.

Rubino Job No.: G24.026	Drilling Method: Humboldt DCP and LB Sampler	WATER LEVELS	
Project: Oak Brook 2024 Streets Improvement Project	Sampling Method: Grab Sample	While Drilling	N/A
Location: Various Streets	Hammer Type: Direct Push	Upon Completion	N/A
City, State: Oak Brook, Illinois	Boring Location: Wennes Court	Delay	N/A
Client: Thomas Engineering Group, LLC			

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	DCP Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA				Additional Remarks
						Station: N/A Offset: N/A				X Moisture PL 25 LL STRENGTH, tsf ▲ Qu ✱ Qp				
	0					Approximately 7 inches of ASPHALT								
						Approximately 4 inches of POSSIBLE STABILIZED SUBGRADE / SUBBASE								
						Approximately 2 inches of ASPHALT								
						Approximately 5 inches of POSSIBLE STABILIZED SUBGRADE / SUBBASE								
						FILL: dark brown and dark gray silty clay, trace sand and gravel			21	X				Qp=2.75 tsf
				1	12	Brown silty CLAY, trace sand and gravel		5,8						
				2	12		CL	7,7	17	X		✱		Qp=3.8 tsf
				3	6			11						
						End of boring at approximately 4 feet below existing grade.								

Completion Depth: 4.0 ft	Sample Types:	Latitude: 41.822063
Date Boring Started: 3/8/24	Hand Auger & DCP	Longitude: -87.928009
Date Boring Completed: 3/8/24	Hand Auger	Drill Rig: Milwaukee Dymodrill
Logged By: P.P.	DCP	Remarks:
Drilling Contractor: Rubino Engineering, Inc.		

The stratification lines represent approximate boundaries. The transition may be gradual.



Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING C-05

Sheet 1 of 1

Rubino Job No.: G24.026	Drilling Method: Humboldt DCP and LB Sampler	WATER LEVELS
Project: Oak Brook 2024 Streets Improvement Project	Sampling Method: Grab Sample	While Drilling N/A
Location: Various Streets	Hammer Type: Direct Push	Upon Completion N/A
City, State: Oak Brook, Illinois	Boring Location: Hunt Club Drive	Delay N/A
Client: Thomas Engineering Group, LLC		

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	Station: N/A Offset: N/A	USCS Classification	DCP Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA	Additional Remarks
											X Moisture PL LL STRENGTH, tsf Qu Qp	
	0					Approximately 8 inches of ASPHALT						
						Approximately 6 inches of SUBBASE STONE						
						Brown and gray silty CLAY, trace sand and gravel						
				1	12			CL	5,4			* Qp=3.8 tsf
				2	12				4,10	27	X	
				3	6				16	20	X	>>* Qp=4.5 tsf
				4	4							
						End of boring at approximately 4 feet below existing grade.						

Completion Depth: 4.0 ft	Sample Types:	Latitude: 41.834755
Date Boring Started: 3/8/24	Hand Auger & DCP	Longitude: -87.923256
Date Boring Completed: 3/8/24	Hand Auger	Drill Rig: Milwaukee Dymodril
Logged By: P.P.	DCP	Remarks:
Drilling Contractor: Rubino Engineering, Inc.	Auger Cutting	
	Split Spoon	
	No Recovery	

The stratification lines represent approximate boundaries. The transition may be gradual.



Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING C-06

Sheet 1 of 1

Rubino Job No.: G24.026	Drilling Method: Humboldt DCP and LB Sampler	WATER LEVELS
Project: Oak Brook 2024 Streets Improvement Project	Sampling Method: Grab Sample	▽ While Drilling N/A
Location: Various Streets	Hammer Type: Direct Push	▽ Upon Completion N/A
City, State: Oak Brook, Illinois	Boring Location: Hunt Club Lane	▽ Delay N/A
Client: Thomas Engineering Group, LLC		

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	DCP Blows per 6-inch	Moisture, %	STRENGTH, tsf	Additional Remarks
						Station: N/A Offset: N/A					
	0					Approximately 8 inches of ASPHALT					
						Approximately 5 inches of POSSIBLE STABILIZED SUBGRADE / SUBBASE					
				1	12	FILL: dark gray silty clay, trace sand and gravel		4,4	22	X *	Qp=2.8 tsf
				2	12	Brown and gray silty CLAY, trace sand and gravel	CL	7,10	17	X	>>>Qp=4.5 tsf
				3	6			11	18	X	>>>Qp=4.5 tsf
				4	5						
						End of boring at approximately 4 feet below existing grade.					

Completion Depth: 4.0 ft	Sample Types:	Latitude: 41.835445
Date Boring Started: 3/11/24	Hand Auger & DCP	Longitude: -87.922585
Date Boring Completed: 3/11/24	Hand Auger	Drill Rig: Milwaukee Dymodri
Logged By: H.G.	DCP	Remarks:
Drilling Contractor: Rubino Engineering, Inc.	Auger Cutting	
	Split Spoon	
	No Recovery	

The stratification lines represent approximate boundaries. The transition may be gradual.



Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING C-07

Sheet 1 of 1

Rubino Job No.: G24.026
Project: Oak Brook 2024 Streets Improvement Project
Location: Various Streets
City, State: Oak Brook, Illinois
Client: Thomas Engineering Group, LLC

Drilling Method: Humboldt DCP and LB Sampler
Sampling Method: Grab Sample
Hammer Type: Direct Push
Boring Location: Birchwood Road

WATER LEVELS

While Drilling N/A
Upon Completion N/A
Delay N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	DCP Blows per 6-inch	Moisture %	STANDARD PENETRATION TEST DATA	Additional Remarks
											X Moisture PL LL STRENGTH, tsf Qu Qp	
	0						Approximately 6 1/2 inches of ASPHALT					
							Approximately 10 1/2 inches of POSSIBLE STABILIZED SUBGRADE / SUBBASE					
							FILL: brown and gray silty clay, trace sand and gravel					
				1	12		Brown silty CLAY, trace sand and gravel	CL	5.4	23	X	
							No Recovery			31	X	Qp=2.25 tsf
				2	3				6.8			
				3	0				11			
							End of boring at approximately 4 feet below existing grade.					

Completion Depth: 3.9 ft
Date Boring Started: 3/11/24
Date Boring Completed: 3/11/24
Logged By: H.G.
Drilling Contractor: Rubino Engineering, Inc.

Sample Types:
☐ Hand Auger & DCP
☐ Hand Auger
☒ DCP
☐ Auger Cutting
☐ Split Spoon
☐ No Recovery

Latitude: 41.816612
Longitude: -87.944099
Drill Rig: Milwaukee Dymodril
Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING C-08

Sheet 1 of 1

Rubino Job No.:	G24.026	Drilling Method:	Humboldt DCP and LB Sampler	WATER LEVELS	
Project:	Oak Brook 2024 Streets Improvement Project	Sampling Method:	Grab Sample	▽ While Drilling	N/A
Location:	Various Streets	Hammer Type:	Direct Push	▽ Upon Completion	N/A
City, State:	Oak Brook, Illinois	Boring Location:	Adams Road	▽ Delay	N/A
Client:	Thomas Engineering Group, LLC				

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	DCP Blows per 6-inch	Moisture %	STANDARD PENETRATION TEST DATA	Additional Remarks
	0						Approximately 10% inches of ASPHALT					
							Approximately 6% inches of POSSIBLE STABILIZED SUBGRADE / SUBBASE					
				1	6		FILL: dark brown and black silty clay, with asphalt		18	18	X	
							LB sampler and DCP refusal at approximately 2 feet below existing grade. End of boring at approximately 2 feet below existing grade.					

Completion Depth:	1.9 ft	Sample Types:	Latitude: 41.818539
Date Boring Started:	3/11/24	Hand Auger & DCP	Longitude: -87.942444
Date Boring Completed:	3/11/24	Hand Auger	Drill Rig: Milwaukee Dymodril
Logged By:	H.G.	DCP	Remarks:
Drilling Contractor:	Rubino Engineering, Inc.		

The stratification lines represent approximate boundaries. The transition may be gradual.



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: 2024 Streets Improvements Office Phone Number, if available: _____

Physical Site Location (Street, Road): Kensington Ct/Rd, Hunt Club Dr/Ln, Robin Hood, Wennes, Adams, Birchwood.

City: Oak Brook State: IL Zip Code: 60523 County: DuPage

Township: _____

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.83214 Longitude: - 87.93495

(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): _____ Approximate End Date (mm/dd/yyyy): _____

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Oak Brook

Street Address: 1200 Oak Brook Road

PO Box: _____

City: Oak Brook State: IL

Zip Code: 60523 Phone: _____

Contact: _____

Email, if available: _____

Site Operator

Name: _____

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.

Project Name: 2024 Streets Improvements

Latitude: 41.83214 Longitude: -87.93495

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: 263

Prior to a site investigation, an Environmental Database Review (EDR) was conducted for the project area. Based on the EDR seventeen (17) soil samples were collected through out the project area and were tested for pH. Refer to attached Summary Letter.

*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: 1

Seventeen [17] samples were collected and tested for pH. Results were within the range of 6.25 to 9.0 . Please refer to pH Results in Appendix A.2

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 Anthony Tomaras - Rubino Engineering, Inc. (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

☒ Owner's Duly Authorized Representative

☐ Operator

☐ Operator's Duly Authorized Representative

Anthony Tomaras - Rubino Engineering, Inc.

Printed Name

4/15/24
Date

Anthony Tomaras
Signature

ENVIRONMENTAL SUMMARY REPORT

April 15, 2024

To: Kevin C. Vandewoestyne
Municipal Department Head
Thomas Engineering Group, LLC
762 Shoreline Drive, Suite 200
Aurora, Illinois 60504

Re: **CCDD Testing Summary Report**
2024 Streets Improvements
Various Streets
Oak Brook, Illinois

Rubino Report No. G24.026

Via email: kevin@thomas-engineering.com

Dear Mr. Vandewoestyne,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following report to provide a summary of the CCDD testing for the above referenced project.

This report contains the following:

- *Summary of Environmental Database Review*
- *Summary of field and laboratory tests performed*
- *Summary of laboratory test results*
- *Illinois Environmental Protection Agencies LPC 662 Certificate*

ENVIRONMENTAL DATABASE REVIEW

The project site is located along various streets in Oak Brook, Illinois. A map of the project location can be found in **Appendix A.1**. Prior to a site investigation, an Environmental Database Review (EDR) was conducted and the report is included as **Appendix A.3**. After reviewing the EDR report, Rubino did not find any records of potentially impacted properties in close proximity to the project site that posed an environmental risk.

Based on the fact there were no records of potentially impacted properties in close proximity to the project site that posed an environmental risk, it was determined the project site is not a "potentially impacted property" and therefore only pH sampling of the project site was necessary.

Certification Limits

The LPC 662 Certification Limits include the following locations in Oak Brook, Illinois.

- **Kensington Court** from Kensington Road to cul-de-sac
- **Kensington Road** from Jorie Boulevard to cul-de-sac
- **Hunt Club Drive** from 31st Street to Hunt Club Lane
- **Hunt Club Lane** from Bradford Lane to east end
- **Robin Hood Ranch**
- **Wennes Court** from York Road to cul-de-sac
- **Adams Road** from approximately 500 feet north of Ogden Avenue to Spring Road

- Birchwood Road from Adams Road to west end

SOIL SAMPLING

On March 8 and March 11, 2024, Rubino mobilized to the project site to collect soil samples. The sampling location can be found in **Appendix A.1**. Seventeen (17) soil samples were collected to an approximate depth of 2 to 3 feet below existing grade. The seventeen (17) samples were submitted for pH testing at Rubino.

RESULTS

Lab analysis found that the soil samples were within the allowable pH range of 6.25 to 9.0.

The pH lab analysis results and complete reports can be found in **Appendix A.2**.

Based on the results of the laboratory testing performed, an **IEPA LPC #662 (CCDD) Certificate** was issued for the entire site.

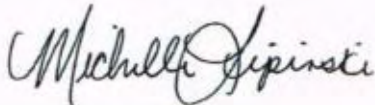
CLOSING

Rubino appreciates the opportunity to provide Clean Construction Demolition Debris (CCDD) services for this project and we look forward to continued participation during the design and in future construction phases of this project.

If you have questions pertaining to this summary report, or if Rubino may be of further service, please contact our office at (847) 931-1555.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

MAL/file/ Enclosures

Appendix Contents

APPENDIX A.1 – SITE MAPS

APPENDIX A.2 – pH RESULTS

APPENDIX A.3 – ERIIS DATABASE REPORT

APPENDIX A.1 – SITE MAPS



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name:

Project Location:

Client:

Rubino Project # :

Oak Brook 2024 Streets Improvement Project

Various Streets

Oak Brook, Illinois

Thomas Engineering Group, LLC

G24.026

**CCDD
Testing
Plan 1**



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name: Oak Brook 2024 Streets Improvement Project
Project Location: Various Streets
Oak Brook, Illinois
Client: Thomas Engineering Group, LLC
Rubino Project #: G24.026

**CCDD
Testing
Plan 2**



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name:

Project Location:

Client:

Rubino Project # :

Oak Brook 2024 Streets Improvement Project

Various Streets

Oak Brook, Illinois

Thomas Engineering Group, LLC

G24.026

**CCDD
Testing
Plan 3**



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name:
Project Location:

Client:
Rubino Project # :

Oak Brook 2024 Streets Improvement Project

Various Streets
Oak Brook, Illinois

Thomas Engineering Group, LLC

G24.026

CCDD
Testing
Plan 4



rubino
ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name:
Project Location:

Client:
Rubino Project # :

Oak Brook 2024 Streets Improvement Project

Various Streets
Oak Brook, Illinois

Thomas Engineering Group, LLC

G24.026

**CCDD
Testing
Plan 5**



OAK BROOK
Illinois

ITEM 8.A.4.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Award of Contract - Traffic Control and Street Lighting System Maintenance

FROM: Tim O'Malley, Public Works Director

BUDGET SOURCE/BUDGET IMPACT: \$124,674.74 is included in 362-71500 of the FY 2024 budget for Traffic Control and Street Lighting Maintenance Services.

RECOMMENDED MOTION: I move that the Village Board approve Resolution R-2222, Authorizing the Award of Contract for the Traffic Control and Street Lighting System Maintenance to Lyons Electric Company, Inc., LaGrange, IL for the estimated amount of \$161,799.00.

Background/History:

Included in the FY2024 Budget are funds for traffic control and street lighting system maintenance. The current contract is expiring; therefore, staff requested authorization to conduct the Request for Proposals (RFP) process for the yearly maintenance of our twelve (12) signalized intersections, and any necessary repairs of our street lighting system.

The RFP for Traffic Signal and Street Lighting Maintenance Services was issued on June 11, 2024, and posted on the Village website. The Village received two (2) proposals and opened them on June 26, 2024 (see attached proposal tabulation). After conducting the review process, staff determined that Lyons Electric Company, Inc. submitted the proposal with the best overall pricing for maintenance services:

<u>Maintenance of 12 Intersections</u>	<u>Lyons Electric Company, Inc.</u>	<u>Meade Electric Company, Inc.</u>
2024 - 2025	\$19,440.00	\$28,879.20
2025 - 2026	\$20,160.00	\$29,746.08
2026 - 2027	\$20,880.00	\$30,638.88
2027 - 2028	\$21,600.00	\$31,557.60

Lyons Electric Company will also complete the testing of the Village Electric Vehicle (EV)

Chargers. There are three (3) village-wide locations with EV chargers.

This contract will be in full force for four (4) years beginning August 1, 2024 – July 31, 2028.

This contract is subject to the right of the Village to cancel and terminate, with or without cause, by giving not less than thirty (30) day notice to the Contractor. The first-year rates will be in effect from approximately August 1, 2024 – July 31, 2025.

Recommendation:

Staff recommends the Village Board approve Resolution R-2222, Authorizing the Award of Contract for the Traffic Control and Street Lighting System Maintenance to Lyons Electric Company, Inc., LaGrange, IL for the estimated amount of \$161,799.00.

Attachments:

1. 2024 Traffic Control and Street Lighting System Maintenance
2. 2024-PW-CNTRCT-LGHT-MAINT-R-2222 (002)
3. TrafficCont&StreetLightSysMainContract

2024 Traffic Control and Street Lighting System Maintenance Proposal Tabulation

	LYONS ELECTRIC COMPANY, INC.					MEADE ELECTRIC COMPANY, INC.			
MAINTENANCE FOR		PER LOC.	MONTHLY	ANNUAL		PER LOC.	MONTHLY	ANNUAL	
12 INTERSECTIONS		PER MO.	TOTAL	TOTAL		PER MO.	TOTAL	TOTAL	
2024-2025		\$ 135.00	\$ 1,620.00	\$ 19,440.00		\$ 200.55	\$ 2,406.60	\$ 28,879.20	
2025-2026		\$ 140.00	\$ 1,680.00	\$ 20,160.00		\$ 206.57	\$ 2,478.84	\$ 29,746.08	
2026-2027		\$ 145.00	\$ 1,740.00	\$ 20,880.00		\$ 212.77	\$ 2,553.24	\$ 30,638.88	
2027-2028		\$ 150.00	\$ 1,800.00	\$ 21,600.00		\$ 219.15	\$ 2,629.80	\$ 31,557.60	
4 Year Total Maint.				\$ 82,080.00				\$ 120,821.76	
COMPLETE TESTING OF EV		COST PER	QRTLY.	ANNUAL		COST PER	QRTLY.	ANNUAL	
CHARGERS FOR - 3 LOCATIONS		LOCATION	TOTAL	TOTAL		LOCATION	TOTAL	TOTAL	
2024-2025		\$ 135.00	\$ 405.00	\$ 1,620.00		\$ 178.44	\$ 535.32	\$ 2,141.28	
2025-2026		\$ 140.00	\$ 420.00	\$ 1,680.00		\$ 183.79	\$ 551.37	\$ 2,205.48	
2026-2027		\$ 145.00	\$ 435.00	\$ 1,740.00		\$ 189.31	\$ 567.93	\$ 2,271.72	
2027-2028		\$ 150.00	\$ 450.00	\$ 1,800.00		\$ 194.99	\$ 584.97	\$ 2,339.88	
4 Year Total Testing				\$ 6,840.00				\$ 8,958.36	
LABOR/HOURLY									
Electrician (approx. 100 hrs. per year)			Per Hour	Annual			Per Hour	Annual	
2024-2025			\$ 135.00	\$ 13,500.00			\$ 146.44	\$ 14,644.00	
2025-2026			\$ 139.05	\$ 13,905.00			\$ 150.83	\$ 15,083.00	
2026-2027			\$ 143.22	\$ 14,322.00			\$ 155.36	\$ 15,536.00	
2027-2028			\$ 147.52	\$ 14,752.00			\$ 160.02	\$ 16,002.00	
4 Year Total Labor				\$ 56,479.00				\$ 61,265.00	
LABOR/HOURLY									
Electrician/Overtime (approx. 20 hrs. per year)			Per Hour	Annual			Per Hour	Annual	
2024-2025			\$ 196.00	\$ 3,920.00			\$ 208.54	\$ 4,170.80	
2025-2026			\$ 201.88	\$ 4,037.60			\$ 214.80	\$ 4,296.00	
2026-2027			\$ 207.94	\$ 4,158.80			\$ 214.80	\$ 4,296.00	
2027-2028			\$ 214.18	\$ 4,283.60			\$ 227.88	\$ 4,557.60	
4 Year Total Labor Overtime				\$ 16,400.00				\$ 17,320.40	
ESTIMATED 4 YEAR TOTAL COST				\$ 161,799.00				\$ 208,365.52	
EQUIPMENT:									
	2024-2025	2025-2026	2026-2027	2027-2028		2024-2025	2025-2026	2026-2027	2027-2028
Service Truck	\$ 28.00	\$ 30.00	\$ 32.00	\$ 34.00		\$ 32.00	\$ 32.96	\$ 33.95	\$ 34.97
Aerial Truck	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00		\$ 49.00	\$ 50.47	\$ 51.98	\$ 53.54
Compressor	\$ 10.00	\$ 11.00	\$ 12.00	\$ 13.00		\$ 12.00	\$ 12.36	\$ 12.73	\$ 13.11
Trencher	\$ 10.00	\$ 11.00	\$ 12.00	\$ 13.00		\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85
Backhoe	\$ 10.00	\$ 11.00	\$ 12.00	\$ 13.00		\$ 40.00	\$ 41.20	\$ 42.44	\$ 43.71
Dump Truck	\$ 10.00	\$ 11.00	\$ 12.00	\$ 13.00		\$ 40.00	\$ 41.20	\$ 42.44	\$ 43.71
Trailer	\$ 10.00	\$ 11.00	\$ 12.00	\$ 13.00		\$ 12.00	\$ 12.36	\$ 12.73	\$ 13.11
Auger	\$ 10.00	\$ 11.00	\$ 12.00	\$ 13.00		\$ 55.00	\$ 56.65	\$ 58.35	\$ 60.10
MATERIAL									
% off list price	5%	5%	5%	5%		3%	3%	3%	3%

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2024-PW-CNTRCT-LGHT-MAINT-R-2222

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT FOR THE 2024
TRAFFIC CONTROL AND STREET LIGHTING SYSTEM
MAINTENANCE TO LYONS ELECTRIC COMPANY, INC.

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 16th day of July 2024

RESOLUTION NO. 2024-PW-CNTRCT-LGHT-MAINT-R-2222

A RESOLUTION
AUTHORIZING THE AWARD OF CONTRACT FOR THE 2024 TRAFFIC CONTROL AND
STREET LIGHTING SYSTEM MAINTENANCE TO LYONS ELECTRIC COMPANY, INC.

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the Village President and Board of Trustees (collectively, the "Corporate Authorities") may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, the scope of the 2024 Traffic Control and Street Lighting System Maintenance Project (the "Project") consists of, but is not limited to, the yearly maintenance of the Village's twelve (12) signalized intersections and any necessary repairs to the street lighting system;

WHEREAS, a request for proposals for the Project was issued on June 11, 2024;

WHEREAS, of the two (2) proposals that were received and opened on June 26, 2024, Staff recommends the Corporate Authorities to award the contract for the Project to Lyons Electric Company, Inc., who submitted the proposal providing the best overall value to the Village in the amount of \$161,799.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Award of Contract

The Corporate Authorities hereby awards the contract for the Project to Lyons Electric Company, Inc., who submitted the proposal providing the best overall value to the Village in the amount of \$161,799.00, subject to the terms and conditions of the Agreement, attached hereto and incorporated herein as Exhibit A.

Section Three – Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village attorney and the officials of the Village

executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Agreement.

Section Six – Waiver of Bidding Process

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Seven - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Twelve – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 16th day of July 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 16th day of July 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

Agreement



REVIEW OF CONTRACTS

Awarding Agency:

VOB

Department:

P.W.

Awarded Contract Price:

\$161,799.00 (4 YRS)

Type of Contract:

Maint. Srvs.

Program/Account Number:

362-71500

Budgeted Amount:

\$85,300 in 7424

CONTRACT AMOUNT

☐

Under \$20,000

☐

\$500,001 - \$1,000,000

☒

\$20,000 - \$500,000

☐

Over \$1,000,000

NOTES

Traffic Control and Street Lighting System Maintenance

DEPARTMENT DIRECTOR SIGNATURE

Name:

Pamela O'Malley

Date:

6/27/24

INITIAL REVIEWING ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

6/30/24

APPROVED BY VILLAGE MANAGER

Name:

[Signature]

Date:

7/9/2024

FINAL REVIEW AS TO FORM ATTORNEY SIGNATURE

Name:

Mr. [Signature]

Date:

6/30/24

☐

Three (3) Originals signed by other party

Date/Initials _____

☐

Original provided to staff member for other party

Date/Initials _____

☐

Original provided to Official Files

Date/Initials _____

Village of Oak Brook | Approved by Board of Trustees - Date/Initials _____



**Village of Oak Brook
Traffic Control and Street Lighting
System Maintenance
Request for Proposals
June 2024**

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- A. Notice to Proposers
- B. Proposal
- C. Instructions to Proposers
- D. Specifications & Conditions
- E. Special Conditions - Not Applicable
- F. Statement of Proposer's Qualifications
- G. References
- H. Proposal Certification
- I. Contract

ORIGINAL

Section A	Notice to Proposers
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Post on the Village website on Wednesday, June 12, 2024

Village of Oak Brook
Request for Proposals
Traffic Control and Street Lighting System Maintenance
June 2024

The Village of Oak Brook is soliciting proposals from vendors with demonstrated experience in Traffic Control and Street Lighting System Maintenance.

Three (3) copies of the sealed proposals should be addressed to:

Rania Serences
Purchasing & Budgeting Coordinator
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

The closing date and time for receipt of proposals is **Wednesday, June 26, 2024 at 3:00 P.M. prevailing time**. Proposals received after the submittal time will be rejected and returned unopened to the sender.

A complete request for proposal package, of which this legal notice is a part, is on file for inspection and may be downloaded from the Village's website www.oak-brook.org or picked up at the Butler Government Center, 1200 Oak Brook Road, Oak Brook, Illinois 60523, between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday. There is no charge for the package.

The Village reserves the right to reject any or all proposals, waive or not to waive any irregularities therein, and to accept the proposal(s) considered to be in the best interest of the Village. No proposal shall be withdrawn after opening of proposals without the consent of the Village of Oak Brook for a period of ninety (90) days after the scheduled time of opening proposals.

Netasha Scarpiniti
Village Clerk

Section B	Proposal
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PROPOSAL FOR "Traffic Control and Street Lighting System Maintenance"

**VILLAGE OF OAK BROOK
1200 Oak Brook Road
Oak Brook, IL 60523**

1. COST OF WORK:

The undersigned, acting for and on behalf of contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire proposal package, hereby affirms and agrees to enter into a contract with the Village of Oak Brook, Oak Brook, IL.

To provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by all specifications for the work.

The undersigned submits herewith his proposal as follows:

**SCHEDULE OF PRICES
ROUTINE MAINTENANCE OF TRAFFIC SIGNAL CONTROL
AND STREET LIGHTING**

Includes complete servicing of all intersection equipment such as posts, poles and foundations; heads, detectors, controllers, housings, pre-emptors, amplifiers, relays, service pole installations, lamps, lenses, reflectors, all cables and appurtenances, servicing, maintaining, patrolling, as described under the Specifications.

Separate pages have been provided for each of the four (4) years. Enter your pricing for each year of the contract. This contract will be in full force for four (4) years beginning August 1, 2024 – July 31, 2028. This Contract is subject to the right of the Village to cancel and terminate the same at any time, with or without cause, by giving not less than thirty (30) day notice to the Contractor. The first-year rates shall be in effect from approximately August 1, 2024 – July 31, 2025.

August 1, 2024 – July 31, 2025

COMPLETE MAINTENANCE OF 12 SIGNAL CONTROL INTERSECTIONS	COST PER INTERSECTION	MONTHLY MAINTENANCE COST	YEARLY MAINTENANCE COST
	\$ 135.00	\$ 1,620.00	\$ 19,440.00
COMPLETE TESTING OF EV CHARGERS FOR 3 LOCATIONS	COST PER LOCATION	QRTLY. TESTING COST	YEARLY TESTING COST
	\$ 135.00	\$ 405.00	\$ 1,620.00
PLEASE INCLUDE PRICING FOR: LABOR	PER HOUR		
ELECTRICIAN	\$ 135.00		
LIST HOURS FOR HOURLY RATE	100 hours		
ELECTRICIAN OVERTIME	\$ 196.00		
LIST HOURS FOR OVER-TIME RATE	20 hours		
EQUIPMENT			
SERVICE TRUCK	\$ 28.00		
AERIAL TRUCK	\$ 50.00		
COMPRESSOR	\$ 10.00		
TRENCHER	\$ 10.00		
BACKHOE	\$ 10.00		
DUMP TRUCK	\$ 10.00		
TRAILER	\$ 10.00		
AUGER	\$ 10.00		
Material Discount (from list price)		5 %	

All hand-held power and manual tools are incidental to the hourly rates.

August 1, 2025 – July 31, 2026

COMPLETE MAINTENANCE OF 12 SIGNAL CONTROL INTERSECTIONS	COST PER INTESECTION	MONTLY MAINTENANCE COST	YEARLY MAINTENACE COST
	\$ 140.00	\$ 1,680.00	\$ 20,160.00
COMPLETE TESTING OF EV CHARGERS FOR 3 LOCATIONS	COST PER LOCATION	QRTLY. TESTING COST	YEARLY TESTING COST
	\$ 140.00	\$ 420.00	\$ 1,680.00
PLEASE INCLUDE PRICING FOR: LABOR	PER HOUR		
ELECTRICIAN	\$ 139.05		
LIST HOURS FOR HOURLY RATE	100 hours		
ELECTRICIAN OVERTIME	\$ 201.88		
LIST HOURS FOR OVER-TIME RATE	20 hours		
EQUIPMENT			
SERVICE TRUCK	\$ 30.00		
AERIAL TRUCK	\$ 52.00		
COMPRESSOR	\$ 11.00		
TRENCHER	\$ 11.00		
BACKHOE	\$ 11.00		
DUMP TRUCK	\$ 11.00		
TRAILER	\$ 11.00		
AUGER	\$ 11.00		
Material Discount (from list price)		5 %	

All hand-held power and manual tools are incidental to the hourly rates.

August 1, 2026 – July 31, 2027

COMPLETE MAINTENANCE OF 12 SIGNAL CONTROL INTERSECTIONS	COST PER INTERSECTION	MONTHLY MAINTENANCE COST	YEARLY MAINTENANCE COST
	\$ 145.00	\$ 1,740.00	\$ 20,880.00
COMPLETE TESTING OF EV CHARGERS FOR 3 LOCATIONS	COST PER LOCATION	QRTLY. TESTING COST	YEARLY TESTING COST
	\$ 145.00	\$ 435.00	\$ 1,740.00
PLEASE INCLUDE PRICING FOR: LABOR	PER HOUR		
ELECTRICIAN	\$ 143.22		
LIST HOURS FOR HOURLY RATE	100 hours		
ELECTRICIAN OVERTIME	\$ 207.94		
LIST HOURS FOR OVER-TIME RATE	20 hours		
EQUIPMENT			
SERVICE TRUCK	\$ 32.00		
AERIAL TRUCK	\$ 54.00		
COMPRESSOR	\$ 12.00		
TRENCHER	\$ 12.00		
BACKHOE	\$ 12.00		
DUMP TRUCK	\$ 12.00		
TRAILER	\$ 12.00		
AUGER	\$ 12.00		
Material Discount (from list price)		5%	

All hand-held power and manual tools are incidental to the hourly rates.

August 1, 2027 – July 31, 2028

COMPLETE MAINTENANCE OF 12 SIGNAL CONTROL INTERSECTIONS	COST PER INTERSECTION	MONTHLY MAINTENANCE COST	YEARLY MAINTENANCE COST
	\$ 150.00	\$ 1,800.00	\$ 21,600.00
COMPLETE TESTING OF EV CHARGERS FOR 3 LOCATIONS	COST PER LOCATION	QRTLY. TESTING COST	YEARLY TESTING COST
	\$ 150.00	\$ 450.00	\$ 1,800.00
PLEASE INCLUDE PRICING FOR: LABOR	PER HOUR		
ELECTRICIAN	\$ 147.52		
LIST HOURS FOR HOURLY RATE	100 hours		
ELECTRICIAN OVERTIME	\$ 214.18		
LIST HOURS FOR OVER-TIME RATE	20 hours		
EQUIPMENT			
SERVICE TRUCK	\$ 34.00		
AERIAL TRUCK	\$ 56.00		
COMPRESSOR	\$ 13.00		
TRENCHER	\$ 13.00		
BACKHOE	\$ 13.00		
DUMP TRUCK	\$ 13.00		
TRAILER	\$ 13.00		
AUGER	\$ 13.00		
Material Discount (from list price)		5 %	

All hand-held power and manual tools are incidental to the hourly rates.

2. **COSTS:**

The undersigned proposer hereby affirms and states the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of ninety (90) days after the proposal due date.

3. **PRE-PROPOSAL MEETING:**

None.

4. **INSTRUCTIONS TO PROPOSERS:**

The undersigned proposer shall comply with all Sections of the Request for Proposal Package which are incorporated herein by reference.

Firm Name: Lyons Electric Company, Inc

Address: 650 E Elm Avenue

City, State, ZIP: Lagrange, IL 60525

Signature: 

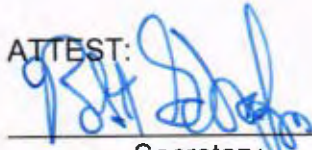
Name Printed: MICHAEL WILSON

Title: Sr. Vice President

Telephone: 708-588-6800 Date: 06/25/24

If a Corporation:

ATTEST:


Secretary
Robert Schaeffer Vice President

Section C	Instructions
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1. **RECEIPT OF PROPOSAL:** Wednesday, the 26th day of June, 2024; 3:00 P.M.
2. **BASIS OF PROPOSAL:** Three (3) copies of sealed proposals will be received by the above noted time and date.
3. **PROJECT DESCRIPTION:** Traffic Control and Street Lighting System Maintenance.
4. **PREPARATION AND SUBMISSION OF PROPOSALS:**
 - A. The proposal must be delivered to the office of the Senior Purchasing Assistant, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523 on or before **Wednesday, at 3:00 P.M., prevailing time, June 26, 2024.** Proposals received after this time will not be considered and will be returned unopened.
 - B. Each proposal shall be submitted on the exact form furnished. All blank spaces for proposal prices, unit costs and alternates must be filled in--in ink--in both words and figures. In case of any discrepancy in the amount proposal, the prices expressed in written words shall govern.
 - C. Each proposer must complete, execute and submit with its proposal a certification that contractor is not barred from public contracting due to proposal-rigging or proposal rotating convictions on the form included with the proposal documents.
 - D. Each proposer must submit a complete proposal package, including the following items:
 1. Proposal
 2. Statement of Proposer's Qualifications
 3. References
 4. Proposal Certification
 5. Contract (filled out and signed)
 6. Sexual Harassment Certificate (filled out and signed)
 - E. The Contract is provided as information and will be completed by the successful proposer only upon acceptance of the proposal by the Village.

- F. The proposal shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Proposal and the Project Name: "Traffic Control and Street Lighting System Maintenance".
- G. Proposers may attach separate sheets to the proposal for the purpose of explanation, exception, alternate proposal and to cover unit prices, if needed.
- H. Proposers may withdraw their proposal either personally or by written request at any time before the hour set for the proposal opening and may resubmit it. No proposal may be withdrawn or modified after the proposal opening except where the award of contract has been delayed for a period of more than ninety (90) days.
- I. In submitting this proposal, the proposer further declares that the only person or party interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.
- J. The proposer further declares that he has carefully examined this entire Request for Proposal Package, and he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the proposal he waives all rights to plead a misunderstanding regarding same.
- K. The proposer further understands and agrees that if his proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- L. The proposer further agrees that if the Village decides to extend or shorten the work, or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- M. The proposer further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item covered by a unit or lump sum price, and which are not included under the proposal price for other items in the Contract, shall be performed as extra work.

- N. The proposer further agrees to execute all documents within this Request for Proposal Package, obtain a Certificate of Insurance for this work and present all of these documents to the Village within fifteen (15) days after the receipt of the Notice of Award and the Contract by him.
- O. The proposer further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor.
- P. By submitting a proposal, the proposer understands and agrees that, if his proposal is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

5. **SUBSTITUTIONS:** Not Applicable

6. **CONDITIONS:**

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This proposal cannot include any amounts of money for these taxes.
- B. To be valid, the proposals shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- C. The Village shall reserve the right to add or to deduct from the base proposal and/or alternate proposal any item at the prices indicated in itemization of the proposal.
- D. All proposals shall be good for ninety (90) days from the date of the proposal opening.

7. **BASIS OF AWARD:**

Contracts shall be awarded to the proposer with the best overall value to the Village and on the basis of the proposal that is in the best interests of the Village to accept. As a part of the evaluation process, and in addition to cost, the Village shall evaluate the responsiveness and responsibility of each proposer. To be judged responsible, a proposer must have the following capabilities in all respects to fully perform the contract requirements and will be judged against the following standards, at a minimum:

- A. Ability, capacity and skill to fulfill the contract as specified.

- B. Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- C. Character, integrity, reputation, judgment, experience and efficiency.
- D. Quality of performance on previous contracts.
- E. Previous and existing compliance with laws and ordinances relating to the contract.
- F. Sufficiency of financial resources.
- G. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- H. Ability to provide future maintenance and service under the contract.
- I. Number and scope of conditions attached to the proposal/proposal.
- J. Record of payments for taxes, licenses or other monies due the Village

8. **LIQUIDATED DAMAGES:**

It is also understood and agreed that if the Village determines the Contractor failed to perform either by observing the established schedule or failing to perform to the level of service established herein for more than two (2) consecutive working days, the Village shall reserve the right to impose liquidated damages for said failure to perform, but not as penalty. The Village will serve notice either personally or in writing stating the reasons for imposing liquidated damages on the Proposer providing twenty-four (24) hour notice to correct such items. If at the end of the twenty-four (24) hour period the Proposer has not made the necessary corrections, the Contractor shall pay liquidated damages to the Village in the amount of \$500 per day. This failure to perform shall include repeated incidents of any of the following: failure to perform any of the items under the scope of services, failure to respond to or resolve Village complaints, failure to adhere to any and all terms and conditions specified in the contract documents. The Village reserves the right to attempt to work through these items prior to imposing liquidated damages.

9. **PERFORMANCE CLAUSE:**

In the event the quality of service becomes unacceptable, the Village reserves the right to cancel the contract after giving thirty (30) day written notice.

10. **GUARANTEE:** Not Applicable

11. **PAYMENT:**

The Village of Oak Brook authorizes the payment of invoices on the second and fourth Tuesday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to the second or fourth Tuesday of the month.

12. **INDEMNIFICATION:**

The Contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may incur, suffer or sustain, or for which the Village and/or its officers, employees and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Right Statutes), arising indirectly or directly in connection with or under, or as a result of, this or any Agreement by virtue of any act or omission of any of the Contractor's officers, employees, subcontractors, and/or agents, provided that the Proposer shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The contractor shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the proposer for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the contract is in force.

13. **INSURANCE:**

Certificates of Insurance and Additional Insured Endorsement shall be presented to the Village within fifteen (15) days after the receipt by the contractor of the Notice of Award and the unexecuted contract, it being understood and agreed that the Village will not approve and execute the contract, nor will the proposal guarantee be returned until acceptable insurance certificates are received and approved by the Village.

Each contractor performing any work pursuant to a contract with the Village of Oak Brook and each permittee working under a permit as required pursuant to the provisions of Title 1, Chapter 8 of the Code of Ordinances of the Village of Oak Brook (hereinafter referred to as "Insured") shall be required to carry such insurance as specified herein. Such contractor and permittee shall procure and maintain for

the duration of the contract or permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the contract or permit, either by the contractor, permittee, or their agents, representatives, employees or subcontractors.

A contractor or permittee shall maintain insurance with limits no less than:

- A. General Liability - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, provided that when the estimated cost of the work in question does not exceed \$5,000, the required limit shall be \$500,000;
- B. Automobile Liability (if applicable) - \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability - Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employer's Liability limits of \$1,000,000 per accident.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

- D. General Liability and Automobile Liability Coverage -
 - (1) The Village, its officers, 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 Insured; premises owned, occupied or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers or agents.
 - (2) The Insured's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers or agents shall be in excess of the Insured'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 Village, its officers, officials, employees, volunteers or agents.

- (4) The Insured's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employer's Liability Coverage

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers and agents as additional Insureds. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Each Insured shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate 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 on forms approved by the Village and shall be subject to approval by the Village Attorney before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

Each insured 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.

14. **SAFETY:**

The contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

15. **EQUAL OPPORTUNITY:**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

16. **EXECUTION OF DOCUMENTS:**

The Contractor, in signing his Proposal on the whole or on any portion of the work, shall conform to the following requirements:

Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the proposal, executed by the partners.

Proposals which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

17. **NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

18. **PREVAILING RATE OF WAGES:**

If applicable, 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 for notifying 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.

Contractor will comply with the Illinois prevailing wage law, as amended from time to time. No less than the prevailing rate of wages as found by Owner, or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under the Contract. If the Department of Labor revises the prevailing rate of wages to be paid laborers, workers or mechanics under the

Contract, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of wages; provided, however, regardless of whether Owner gives such notice, the revised prevailing rate of wages shall apply to the Contract and Contractor shall have the sole responsibility and duty to pay, and ensure that all Subcontractors pay, the revised prevailing rate of wages to each person to whom a revised rate is applicable. Revision of the prevailing wages shall not result in an increase in the Contract sum or other cost to Owner. Contractor shall indemnify, defend and hold Owner harmless from any loss, including but not limited to Owner's attorney's fees, resulting from Contractor's failure to comply with this prevailing wage clause. All bonds applicable to the Contract shall include a provision as will guarantee the faithful performance of the obligation to pay the prevailing rate of wages.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which states that:

- (i) 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 B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. 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.

19. **COPIES OF DOCUMENTS**

The number of copies of Contract required to be executed is as follows:

Three (3) original counterparts of the Contract documents will be required to be executed.

20. **INDEPENDENT CONTRACTOR:**

There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

21. **ASSIGNMENT**

Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

22. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Illinois as to interpretation, performance and enforcement. The forum for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

23. **COMPLIANCE WITH LAWS**

Contractor, in performing the work and fulfilling its obligations under the contract must comply with all applicable provisions of the federal, State, and local laws, regulations, rules, and orders.

24. **CONTRACT TERM**

Contract shall commence on approximately August 1, 2024 – July 31, 2028. This contract will be awarded for a four (4) year term. This Contract is subject to the right of the Village to cancel and terminate the same at any time, with or without cause, by giving not less than thirty (30) day notice to the contractor.

Section D	Specifications
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1. **SCOPE:**

The service of "Traffic Control and Street Lighting System Maintenance" for Village-Owned Traffic Signals in the Village of Oak Brook.

2. **SPECIFICATIONS:**

Beginning on the following page.

TRAFFIC CONTROL AND STREET LIGHTING SYSTEM MAINTENANCE VILLAGE OF OAK BROOK

DESCRIPTION OF WORK:

This Contract is for the maintenance of those traffic control signal systems owned and maintained by the Village of Oak Brook and for the repair of the street lighting system.

The Contractor shall:

1. Furnish all labor and material to maintain the traffic control signal system in a first class working order and operating condition at all times;
2. Make permanent repairs to damaged equipment;
3. Clean, repair, and overhaul specified traffic signal equipment at stated intervals of time;
4. Shall provide the necessary transportation for workmen, materials and equipment used to execute the terms of the Contract, and;
5. PROVIDE 24-HOUR/365 DAY MAINTENANCE AND REPAIR SERVICE to correct any malfunction of equipment or effect any temporary emergency repairs to missing, defective, damaged or displaced equipment resulting from any cause whatsoever in the shortest possible time.

The Contractor shall patrol the traffic signal systems twice a month (approximately the 1st and 15th of each month), for lamp failure and improper or non-operation of equipment. Contractor must record the date and time of each inspection, including repairs, on the log sheet provided in the control cabinet. The Contractor shall furnish and replace all electric lamps which burn out in the systems during the term of the Contract. A monthly report of this patrol shall be submitted to the Village.

CONTRACTOR'S QUALIFICATIONS:

The Contractor shall have sufficient experience in maintaining the traffic signal and street lighting systems and shall have demonstrated successful work done for other municipalities for a minimum of three years. Contractor shall ensure all employees working in Village equipment are OSHA 30, IMSA II, and CPR certified. Contractor shall complete and furnish a financial statement and experience questionnaire.

Contractor shall perform all work in accordance with the latest editions of the Illinois Manual on Traffic Control Devices for Streets and Highways, IDOT Standard Specifications for Road and Bridge Construction, Standard Specifications for Traffic Control Items and all relevant State, County and Municipal Laws.

The Contractor shall have sufficient administrative and technical staff to carry out the terms of the Contract.

The Contractor shall have an adequate inventory of the controllers to be used at particular intersections in case of failure or overhauling the controllers.

The Contractor shall not rent any equipment such as controllers, high lift vehicles and other equipment, and shall have adequate facilities to use its own equipment at all times.

The Contractor shall not be allowed to hire any subcontractor to do any electrical work and shall perform all electrical work with its own force but may be allowed to subcontract the work other than electrical such as concrete and steel work.

PROSECUTION OF WORK:

The purpose of the Contract is to assure that all components of the systems and installations operate essentially as originally installed or as subsequently modified and for preventative maintenance, to guarantee against and prevent equipment failures due to mechanical, or electrical defects. The proper functioning of the systems and installations is essential to maintain smooth, expeditious, and safe movement of traffic. Consequently, it is imperative that all equipment in the systems and installations be serviceable and in good operating condition at all times so as to ensure maximum working efficiency and prevent unnecessary failures. When equipment failures do occur due to unforeseen events such as knock-downs or any cause whatsoever, **TIME IS OF THE ESSENCE** in arriving at the scene and taking corrective measures. To insure this continuous and uninterrupted operation of the equipment; **SERVICE CALLS AND EMERGENCY CALLS SHALL BE ANSWERED PROMPTLY, AND EXTRAORDINARY EFFORT SHALL BE EXERTED BY THE CONTRACTOR TO RENDER THIS SERVICE.**

The Contractor shall prosecute the work in the following manner:

1. The Contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified workmen shall be sufficient to respond to emergency calls which may be received at any time, and to promptly make temporary and permanent repairs. Immediate action shall be taken to safeguard the public at any time a signal installation becomes partly or fully inoperative from any cause whatsoever. Two signal heads facing each approach shall be considered the minimum acceptable operation pending permanent repairs, unless otherwise authorized by the Village.
2. All component parts of each system shall be maintained at all times to perform the functions for which they were designated unless authorized to the contrary by the Village.
3. The Contractor shall furnish transportation for his employees and equipment used in the performance of this Contract. All vehicles used by the Contractor shall conform with all applicable laws and Village safety code and shall carry such lights and safety appurtenances as may be prescribed by the Village.

Patrol cars, trucks, and supervisory cars operated by the Contractor in connection with the Contract shall be equipped with two-way radio or cellular telephone as a means of expediting and maintaining 24-hour communications with the Contractor's headquarters and field crews. The Contractor shall maintain a dispatcher 24 hours a day, seven days a week.

4. The Contractor shall designate in writing representatives in his organization to whom instructions may be given by the Village. One of these representatives shall be available at all times to the Village for consultation, at no added expense to the Village. The Contractor shall furnish the names, addresses, telephone, pager numbers and cellular numbers of his representative to the Village.

5. Any maintenance operations found unsatisfactory, any equipment found not properly maintained, or any repair or extra work found necessary by the Village shall be reported to the Contractor. Upon receipt of this report, the Contractor shall immediately make the necessary corrections and perform any work necessary to bring the system up to the prescribed standard. The Contractor shall submit a report to the Village indicating that the work covered by the Village's request has been completed, giving the date of completion of the work.

6. Priority and performance of the routine work on the system shall be at the discretion of the Contractor unless otherwise directed by the Village.

7. Immediate response shall be made by the Contractor to service any equipment of any system which may be reported or discovered by the Contractor as inoperative or operating improperly.

8. The Contractor shall act in the best interest of the Village in the selection of material and equipment which has been authorized for purchase by the Village.

9. The Contractor shall submit to the Village an annual Condition Report. This Report shall contain the following information: (1) The general condition of the traffic controllers and other equipment comprising each system or any part thereof; (2) any major breakdowns or individual pieces of equipment due to mechanical or electrical failure; (3) any major repairs to any equipment and the reason for repairs; and (4) a recommendation for any major repairs to equipment that the Contractor deems necessary for proper performance.

10. The Contractor shall erect barricades, signs, cones, flags, and lights as may be required by Section 107.14 of the Standard Specifications for Road and Bridge Construction, to properly protect his workmen and the motoring public when repairs are being performed on or near the roadway. Number, type, color, size and placement of all traffic control devices shall conform to the Illinois Manual On Uniform Traffic Control Devices for Streets and Highways, latest edition.

11. The Contractor shall promptly report to the Village any unauthorized construction or repair work being done by others upon Village owned equipment being maintained by the Contractor. The Contractor shall also report any construction or repair work in progress, which work may endanger the equipment or the system.

12. The Contractor shall promptly notify the Village of the disablement of any piece of equipment on any system due to an accident or other cause, such as damaged cable, broken parts, or other difficulties, when such pieces of equipment cannot be readily repaired, making it necessary to discontinue operation of all or part of the installation.

13. The Contractor shall make all necessary service calls when requested by the Village to install or supervise the installation by others of additional or auxiliary equipment to any of the Village systems, or whenever necessary to locate cables or utility lines to prevent damage by any proposed construction, at no additional cost to the Village.

MATERIAL, LABOR AND EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR:

All workmanship, equipment, materials, miscellaneous items and component parts incorporated in the work covered by this contract are to be of the best grade of the respective kinds for the purpose. Where equipment, materials, miscellaneous items or component parts are referred to in the Specifications as "equal to" any particular standard, the Village will decide the question of equality. The Contractor shall furnish to the Village, for its approval, the name of the manufacturer of machinery, mechanical or other equipment which Contractor contemplates incorporating in the work, and when requested by the Village, the capacities and other pertinent information including samples. Machinery, equipment, materials, miscellaneous items and components installed or used without such approval shall be at the risk of subsequent rejection.

1. The Contractor shall furnish all transportation, equipment and material for maintenance at his own expense, except as specified in Extra Work.

2. The Contractor shall furnish all necessary testing instruments for making tests on the systems or equipment at his own expense.

3. All locks shall be kept in proper working order at all times. Whenever it is necessary to change, replace or add new locks to any part of the system for cause whatsoever, the Contractor shall assume cost of such new locks and keys. Whenever a lock or the tumblers are changed, the Contractor shall furnish the Village with keys.

4. The Contractor shall furnish at his own expense, except as specified in Extra Work, a sufficient number of qualified employees who are experienced in the various technical and mechanical fields associated with the specialized equipment at all times to maintain the respective system adequately.

5. The Contractor shall maintain adequate storage and shop repair facilities to perform this Contract, including a reasonable stock of spare parts and equipment.

MATERIAL AND EQUIPMENT FURNISHED BY THE VILLAGE:

The Village may supply the Contractor during any time of the Contract period with its own usable parts, materials and equipment from its own stock or the salvage material procured from the removal of existing systems.

1. All parts, materials and equipment furnished to the Contractor shall be transported by him at his sole expense, to his warehouse, shops, or sites, where such materials and equipment are to be stored, repaired or used. Upon receipt of such parts, materials, and equipment, the Contractor shall acknowledge receipt thereof on forms furnished by the Village.
2. The parts, materials, and equipment furnished by the Village and stored by the Contractor shall constitute the Village of Oak Brook Inventory or Parts and Materials as used herein.
3. The Village shall have the right to visit storage facilities and shops at any time for the purpose of examining the inventory of Village-owned parts and equipment. The Contractor shall comply with any instructions given by the Village relating to the care, storage and marking of Village-owned parts and equipment for identification purposes.
4. At the termination of the Contract, the complete stock shall be delivered by the Contractor to the Village at locations designated by the Village with all items replaced or accounted for. The Contractor shall also be solely responsible for any replacements required due to loss, theft, burglary, damage or destruction from any cause whatsoever, of any and all such parts, material and equipment.
5. Nothing herein shall be construed as obligating the Village to furnish any parts, materials or equipment.

SIGNALIZED INTERSECTION LOCATIONS:

Spring Road and	Harger Road
Spring Road and	Commerce Drive
Jorie Blvd. and	Forest Gate
Jorie Blvd. and	Jorie Plaza
Jorie Blvd. and	Kensington Road
York Road and	Dover Drive
York Road and	Clearwater Drive
York Road and	Wood Glen Lane
York Road and	Tollway Exit
York Road and	Harger Rd
16th Street and	S-3 (Oakbrook Center Entrance)
Jorie Blvd. and	Fire Station #94

ROUTINE WORK SPECIFICATIONS:

1. Patrol and inspect each traffic signal installation a minimum of once every two (2) weeks.
2. Maintain signal posts, controller pedestals, and foundations in alignment at all times.
3. Maintain signal posts and controller pedestals tight on foundations.
4. Maintain signal heads and controller cabinets tight on their pedestals and properly adjusted.
5. Maintain detector equipment in proper working order at all times.
6. Check/inspect controllers, relays, and detectors at least once every two (2) weeks to ascertain that they are functioning properly and make necessary repairs, replacements or adjustments. A maintenance sheet shall be maintained inside the cabinet indicating dates of service, service performed and signature of service person.
7. Furnish, install and maintain temporary controller(s) whenever necessary.
8. Maintain the interior of controller cabinets in a neat condition at all times and maintain all inspection plates (handholes) for traffic signals at all times and replace missing ones from any cause whatsoever.
9. Maintain proper timing and dial settings of the controls and detector relays as directed.
10. Maintain proper coordination between interconnected controllers, coordinating units and synchronizers for proper timing and maintain all interconnecting cables.
11. Remove to Contractor's shop to clean, test, lubricate, and overhaul the controllers, relays, special auxiliary control equipment, and time clock once a year or more often as necessary. A record tag shall be attached to each controller on which the date of overhaul or other service work shall be indicated. Equipment shall be returned to the same intersection at which it was originally installed unless otherwise directed by the Village. Solid state traffic control equipment shall be removed to the Contractor's shop once every two years. At that time the equipment will be cleaned and tested for proper timing. A record tag shall be attached to each piece of equipment indicating work performed, date work performed and persons performing work.
12. Replace burned out fuses, whether external or internal to specific signal control equipment.
13. If mounted Stop Signs are not attached; place stop signs on each approach to the intersection as a temporary means of regulating traffic whenever repairs at a signalized

intersection require that the controller be disconnected. However, if power is available, the Contractor shall install a flasher, flashing "red" on all approaches to the intersection until a temporary controller can be installed.

14. Respond to all calls within one (1) hour, during normal weather and traffic conditions from authorized parties twenty-four (24) hours a day, including Saturdays, Sundays, and Holidays. Controller failure, lights out, knockdowns, or two (2) red lights out at an intersection are considered emergencies. No trouble found calls are not to be billed as extra work.

15. Provide the Village with the name and telephone number of at least two (2) people who will be available for emergency repair of the traffic signals and keep the Village informed of any changes of same.

16. Detector loops and cable failures that are not caused by deteriorated pavement or deteriorated cable will be repaired under the maintenance contract at no additional charge to the Village.

17. Provide locations for other utilities or contractors as required.

18. Return all damaged, worn out, and obsolete Village owned equipment to the Village, if requested; otherwise, it shall be disposed of by the Contractor at his expense.

20. Traffic Signal controlled intersections may be added to or deleted from this contract at the unit price proposal at the option of the Village.

21. Contractor shall carry all necessary property damage and liability insurance involving the operation of the signals.

EXTRA WORK SPECIFICATIONS: (Traffic Signal and Street Lighting)

Whenever any major equipment in any system (traffic signal or street lighting) is damaged or has deteriorated as a result of causes other than the negligence of the Contractor or his agents so as to require repairs to or replacement of such equipment, except as hereinafter provided, or whenever the Village of Oak Brook deems it necessary to make changes in existing equipment, the Village shall authorize the Contractor to make the necessary repairs or changes or authorize the repairs by others under the supervision of the Contractor. Such repairs shall be in accordance with these Specifications, except that the Village reserves the right to advertise competitive proposals to effect major repairs or changes on any system. Any extra work shall be done under the direction of the Village and shall conform to the Village's requirements. Authorization of extra work shall be given by the Village in writing. Contractor shall prepare and submit a quote for the work using the labor, equipment and material rates contained within the contract. Claims for extra work which have not been authorized by the Village shall be rejected.

The Contractor shall furnish to the Village itemized statements in triplicate of the cost of all extra work, which shall include a true copy of the payroll and the original receipted bills for the materials used and any freight charges paid on same. Where materials used are not specifically purchased for use on extra work but are taken from the Contractor's stock, the Contractor may submit an affidavit of the quality, price and any freight on such materials in lieu of certified copies of original bills and invoices. This affidavit must be approved by the Village.

1. The Village of Oak Brook reserves the right to furnish any materials or parts for extra work, in which case no charge for items so furnished shall be made by the Contractor. Materials or parts furnished by the Village of Oak Brook may be from the Village's Inventory of Parts and Materials.
2. When the Contractor is authorized to furnish both materials and labor, at the direction of the Village, as expediency, parts may be taken from the Village's Inventory of Parts and Materials. The Contractor shall then either replace the items used or shall give a credit for all materials used for extra work from the inventory showing the entire cost of each item.
3. A non-working foreman shall not be employed on extra work unless there are more than three men employed at any one time, place and job.
4. For portions of extra work performed by a subcontractor, the Contractor shall submit to the Village in writing the name of the subcontractor he intends to utilize and the subcontractor's cost prior to performance of said work. The Village reserves the right to reject or approve said subcontractor before the work is performed.

The Scope of **EXTRA WORK** for the **Traffic Control System Maintenance** is as follows:

1. Repair and/or replacement of major equipment including controllers, detectors, posts, mast arm poles and assembly signal heads, pedestrian heads, foundations, handholes and cabinets.
2. Repair and/or replacement of damaged conduit and damaged or grounded wiring extending beyond the post.
3. Replacement of deteriorated wiring beyond the post.
4. Relocation of posts or other fixed equipment. The Contractor shall prepare an "as-built" drawing showing such new locations and furnish same to the Village.
5. Installation of temporary traffic signals.
6. Removal of temporary traffic signals.

The Scope of **EXTRA WORK** for the **Street Lighting System Maintenance** is as follows:

1. Repair and/or replacement of structural equipment including brackets, poles, foundations, control cabinet and hand holes.
2. Repair and/or replacement of damaged conduit or shorted wiring extending beyond the pole or service cabinet.
3. Replacement of deteriorated wiring.
4. Relocation of poles and other fixed equipment.
5. Replacement of ballast and lamps.

INTERSECTIONS-ADDITIONS/DELETIONS:

Whenever the quantity of any item of work given in this Proposal shall be increased or decreased because of new intersections added or eliminated in the system, payment will be made on the basis of the actual work performed, at the unit price stated in the Proposal, except as otherwise provided in the Specifications. The Village shall notify the Contractor in writing when new intersections are to be placed in operation in any of the systems, or when equipment has been inactivated or eliminated, thus increasing or decreasing the quantities listed in the Proposal. In case of a new intersection to be added to this Contract, the Contractor shall make such an inspection as is necessary at the time of activation to ascertain that the equipment is in working order, and henceforth, from that time that the equipment is placed in operation, the Contractor shall assume responsibility for the maintenance and repair of such equipment. The Contractor shall assume responsibility for maintenance and repair, except for work which is determined by the Village or by the Illinois Department of Transportation not to be the responsibility of the Contractor, regardless of the acceptance of the installation by the Illinois Department of Transportation or by the Village; and during the period of operation prior to the time of acceptance by the Illinois Department of Transportation and the Village, shall notify the Village concerning matters pertaining to failure of parts, guarantee periods, knockdowns, stoppage due to faulty construction, etc. at no extra cost to the Village.

TIMING AND DIAL SETTINGS FOR TRAFFIC CONTROL SIGNALS AND TIME CLOCKS:

The Contractor shall make no changes in the timing and settings for the traffic control signal systems unless authorized to do so by the Village or by Engineers of other public agencies responsible for such settings.

Whenever the Village has the occasion to make investigations relative to traffic and finds that conditions warrant the changing in timing or dial settings on the traffic control system, on the time clocks, or any other system which may be on a meter rate, the Village shall have the right to do so and will inform the Contractor of such changes

within a reasonable time. The Contractor shall keep timing and dial settings in accordance with the Village's instructions at all times.

The Contractor shall initiate and maintain a written record of all controller dial or time clock settings. Whenever such a setting is changed, as authorized herein, the Contractor shall prepare a record of such changes, in triplicate. One copy will be retained by the Contractor, one copy shall be kept in the control cabinet, and one copy delivered to the Village.

GRANT ASSISTANCE:

The Contractor will assist the Village with grants pertaining to upgrading the streetlight and traffic signals. The Contractor will assist with the applications, verification of eligibility, and coordination with other entities. Any photometric engineering will be verified by the Contractor to ensure the upgraded fixture meets current standards.

EMERGENCY ELECTRICAL WORK:

The Contractor will be on call as needed to respond to electrical emergencies pertaining to the Village's water system. This work is related to the electrical panels, pumps, and switches that operate the system. The Contractor is responsible to verify they are using proper PPE for the work being requested.

ELECTRIC VEHICLE CHARGERS:

The Contractor will be responsible for testing the Village's electrical vehicle charging systems located at multiple Village facilities on a quarterly basis. These facilities are located at 1200 Oak Brook Rd, 800 Oak Brook Rd. and 600 Oak Brook Rd. These tests are to be conducted on a schedule provided by the contractor to the Village. These tests are to ensure the chargers are working properly and to inspect for any damage. The contractor will provide an estimate for repair of the electrical vehicle chargers if there is an issue found during the scheduled test. The Village may request additional testing on a case-by-case basis.

LICENSE PLATE READERS:

The contractor may be requested to assist with troubleshooting and repair of the Village's license plate reader system. These requests may come directly from the Police Department with a high urgency. The contractor will need to respond to these requests in a high priority manner.

Section E Special Conditions

Not Applicable

Section F

Statement of Contractor's Qualifications

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information he or she desires.

1. Name of Proposer: Lyons Electric Company, Inc
2. Permanent main office address: 650 E Elm Avenue Lagrange, IL 60525
3. When organized: 1953
4. If a corporation, where incorporated: Illinois
5. How many years have you been engaged in the contracting business under your present firm or trade name: 71 years
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion) Village of Oak Brook Maintenance
7. General character of work performed by your company: Electrical
8. Have you ever defaulted on a contract: No
9. List, on an attached sheet, the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include a contact person and phone # for each.
10. List your major equipment ***available for this contract***: 2 bucket trucks
-4700 Elliot ECG-50, -4300 Elliot G50F Derrick Digger Altec MZ-10
11. Experience in work similar in importance to this project:
Village of Oak Brook, Village of Forest Park, Elk Grove Village and several others
12. Background and experience of the principal members of your organization, including the officers. Michael Wilson Sr. Vice President, Robert Schaeffer Vice President, Michael Myers Controller

13. Credit available: Upon request
14. Bank reference: J.P. Morgan Chase Bank N.A. New York, NY 10017
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Village of Oak Brook: Yes
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Village of Oak Brook in verification of the recitals comprising this Statement of Proposer's Qualifications.

DATED at Lagrange, Illinois this 26th day of June, 2024.

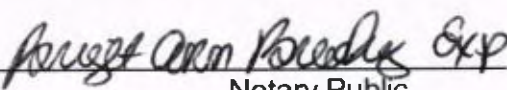

By: Michael Wilson Sr. Vice President
Title

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

Michael Wilson being duly sworn deposes and says that he is the Sr. Vice President of Lyons Electric Company, Inc and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED and sworn to before me this 26th day of June, 2024.



 Exp 1/19/2027
Notary Public



Lyons Electric Company, Inc.
 650 East Elm Avenue - PO Box #749
 LaGrange, Illinois 60525
 Phone: (708)-588-6800 Fax: (708)-588-6845

Past experience

ATTACHMENT "B"

Job # & Project Description	Job Location	Contractor Name & Address	Contact Name, Phone Number & Email	Contract Amount	Year Complete
McCook Generator Replace 23011	5627 W 39th Street, Stickney, IL 60402	Village of McCook 5000 Glencoe Avenue, Mc Cook, IL 60525-1501	Thomas R. Brandstedt, (630) 878-1792 tbrandstedt@novotnyengineering.com	\$122,195.00	January 2024
Oak Park LED Alley Ltg 23007	Oak Park	Village of Oak Park 123 Madison Street, Oak Park, IL 60302	(708) 383-6400	\$665,777.00	December 2023
CP Rail Class Yard Demo 23009	11306 Franklin Avenue, Franklin Park, IL 60131	Canadian Pacific Railway, Co. 120 S 6th Street, Ste 1000, Minneapolis, MN 55402		\$154,800.00	November 2023
Westmont Gateway Signs 22064	Ogden & Cumnor, Westmont, IL	Vixen Construction 7600 W 79th St, Ste 1, Bridgeview, IL 60455	(708) 728-1950	\$42,000.00	November 2023
NSRR Pine Yd Pole Replace 23002	1169 North Clark Road, Lake County, IN 46406	Norfolk Southern Railway Corp. 2040 E 106th Street, Chicago, IL 60617	(419) 344-2324	\$85,800.00	May 2023
1140 West Erie St Project 22048	1140 West Erie Street Chicago, IL 60642	1140 W Erie St, LLC. 350 W Hubbard St, Ste 450, Chicago, IL 60654	(312) 519-9065	\$103,686.00	February 2024
NSRR Calumet Circle Lot 22057	2017 East 103rd St, Chicago, IL 60617	Norfolk Southern Railway Corp. 2040 E 106th Street, Chicago, IL 60617	(419) 344-2324	\$839,000.00	February 2024
20012- YWCA Evanston- NorthShore	1215 Church Street Evanston, IL 60201	W.B. Olson, Inc, 3235 Arnold Lane, Northbrook, IL 60062		\$1,830,199.00	February 2022
20021-Bolingbrook Rec & Aquatic	200 S Lindsey Ln, Bolingbrook, IL 60440	W.B. Olson, Inc, 3235 Arnold Lane, Northbrook, IL 60062		\$297,974.00	November 2020
20026-Amazon Pullman	10500 S Woodlawn Chicago, IL 60628	Ryan Companies US, Inc, 111 Shuman Blvd, Naperville, IL 60563	Jason Spataro at Premiere Design, (847) 257- 5243, Jason.Spataro@pbdgroup.com	\$7,140,508.00	November 2020
20028-UPRR Lake St Parking Exp	301 Lake Street Northlake, IL	K-Five Construction Corp, 999 Oakmont Plaza Dr, Ste 20, Westmont, IL 60559		\$2,256,062.40	August 2022
20030- ISHTA I-19-4481 Tollway	I-294 & Archer Ave	Lorig Construction Company, 250 E Touhy Ave, Des Plaines, IL 60018	Joe Moyer, (847) 343-1378, joemoyer@sbcglobal.net	\$1,720,735.33	December 2022
20034- NSRR 47th St AGS Upgrades	361 W 47th St, Chicago, IL 60609	Orange Crush, 321 Center Ave, Hillside, IL 60162		\$1,016,335.49	January 2021
20046- UPRR Cstm Company Pkg Lot	301 Lake Street Northlake, IL 60164	K-Five Construction Corp, 999 Oakmont Plaza Dr, Suite 20, Westmont, IL 60559		\$2,408,213.32	May 2022
20052- Berwyn LED Replace 2020	Berwyn, IL	Novonty Engineering, 545 Plainfield Rd, Suite A, Willowbrook, IL 60527	PE-Thomas R. Brandstedt, (630) 887-8640, tbrandstedt@novotnyengineering.com	\$77,100.00	October 2020



Lyons Electric Company, Inc.

650 East Elm Avenue - PO Box #749

LaGrange, Illinois 60525

Phone: (708)-588-6800 Fax: (708)-588-6845

Past experience

ATTACHMENT "B"

Job # & Project Description	Job Location	Contractor Name & Address	Contact Name, Phone Number & Email	Contract Amount	Year Complete
20055- DuPage JOC HVAC	505 County Farm Rd, Wheaton, IL 60187	Wight Construction Services In, 2500 N Frontage Rd, Darien, IL 60561	Jim Nagle, (630) 969-7000 jnagle@wightco.com	\$496,554.54	January 2021
20057- Little Friends School	27555 Diehl Rd, Warrenville, IL 60555	Wight Construction Services In, 2500 N Frontage Rd, Darien, IL 60561		\$673,825.00	February 2021
20084- 159th & Dixie Traffic Sig	159th & Dixie Hwy Markham, IL	Abbey Paving Company, 1949 County Line Rd, Aurora, IL 60502		\$949,763.68	October 2022
21012- Franklin Park SD84 - 2021	9500 Gage St Franklin Park, IL 60131	TORI Construction, LLC, 4234 W 124th Pl, Alsip, IL 60803		\$281,673.98	October 2022
21016- Lincoln Elementary School	3545 S 61st Ave, Cicero, IL 60804	Vision Construction , 1733 N 33rd Ave, Stone Park, IL 60165		\$97,316.44	August 2022
21021- Cicero LED Replacement	Cicero, IL	Novonty Engineering, 545 Plainfield Rd, Suite A, Willowbrook, IL 60527	PE-Thomas R. Brandstedt, (630) 887-8640, tbrandstedt@novotnyengineering.com	\$201,380.00	November 2021
21024- Berwyn 2021 LED Retrofit	Berwyn, IL	Novonty Engineering, 545 Plainfield Rd, Suite A, Willowbrook, IL 60527	PE-Thomas R. Brandstedt, (630) 887-8640, tbrandstedt@novotnyengineering.com	\$146,560.01	October 2021
21027- MTD Solar Array Exp Ph 1	1101 E University Ave,Urbana, IL 61802	Champaign-Urbana Mtd, 1101 E University Ave, Urbana, IL 61802	PE at Dewberry-Michael McTavish, mmctavish@Dewberry.com	\$5,856,791.57	December 2022
21029- Elk Grove LED Replacement	Elk Grove Village, IL	ESN Inc, 9101 S Baltimore, Chicago, IL 60617, PO Box 17597, Chicago, IL 60617	Terry Smith, (773) 978-8501, terry.smith@electsolutions.net	\$37,410.00	January 2022
21030- Elmhurst SD205 Trans Cent	407 St. Charles Rd, Elmhurst, IL 60126	International Contractors Inc,1 Mid America Plaza, Fl 7, Oakbrook Terrace, IL 60181		\$462,663.85	March 2022
21037- NSRR Calumet Parking Lot	103rd & Doty, Chicago, IL	K-Five Construction Corp, 999 Oakmont Plaza Dr, Ste 20, Westmont, IL 60559		\$1,234,684.50	May 2022
21043- Cicero LED Arterial Lghts	Cicero Ave & Pershing Cicero, IL	Novonty Engineering, 545 Plainfield Rd, Suite A, Willowbrook, IL 60527	PE-Thomas R. Brandstedt, (630) 887-8640, tbrandstedt@novotnyengineering.com	\$306,177.00	December 2021
21046- Kelso Kirkland Solar Job	3921 Matznick Rd Tampico, IL 61283	Kelso-Burnett, Co, 5200 Newport Dr, Rolling Meadows, IL 60008	Steve Gourley, (847) 483-3883, sgourley@kelso-burnett.com	\$43,000.00	May 2022
21058- Amazon DLN8 Palatine	317 S Hicks Rd Palatine, IL 60067	Ryan Companies US, Inc, 111 Shuman Blvd, Naperville, IL 60563	Malcolm Joseph, (224) 762-8021, Malcolm.Joseph@RyanCompanies.com	\$1,551,193.00	October 2022
21059- Amazon DLI9 Fenton	655 Assembly Pkwy, Fenton, MO 63026	Ryan Companies US, Inc, 111 Shuman Blvd, Naperville, IL 60563	Malcolm Joseph, (224) 762-8021, Malcolm.Joseph@RyanCompanies.com	\$1,680,055.00	August 2022
21060- Amazon DLN4 Chicago	10500 Woodlawn Av e, Chicago, IL 60628	Ryan Companies US, Inc, 111 Shuman Blvd, Naperville, IL 60563	Malcolm Joseph, (224) 762-8021, Malcolm.Joseph@RyanCompanies.com	\$1,397,531.00	October 2022



Lyons Electric Company, Inc.
650 East Elm Avenue - PO Box #749
LaGrange, Illinois 60525
Phone: (708)-588-6800 Fax: (708)-588-6845

Past experience

ATTACHMENT "B"

Job # & Project Description	Job Location	Contractor Name & Address	Contact Name, Phone Number & Email	Contract Amount	Year Complete
21062- Costco Morris Warehouse	7320 Lisbon Rd, Morris, IL 60450	Associated Electrical Contractors, 319 Lamb Rd, PO Box 39, Woodstock, IL 60098	Peter Synowiec, (815) 337-6600 Ext. 109 psynowiec@associated-electrical.com	\$442,800.00	July 2022
21071- Summit Pk Dist LED Change	Summit, IL	ESN Inc, 9101 S Baltimore, Chicago, IL 60617, PO Box 17597, Chicago, IL 60617	Terry Smith, (773) 978-8501, terry.smith@electsolutions.net	\$29,990.00	May 2022
22032- Harvey St Ltg Assessment	Harvey, IL	1631 W Walnut St, 2nd Floor, Chicago, IL 60612	Jeffrey B. Ekegren, (773) 443-7552, jekegren@anterogroup.com	\$271,444.00	June 2023
22042- Amazon Bridgeview EV	7557 78th Ave, Bridgeview, IL 60455	Amazon.com Services LLC, 410 Terry Ave North, Seattle, WA 98109	Bret Miller, (812) 201.3194, milbret@amazon.com	\$321,661.21	February 2023
22045-ESN Brookfield LED Field	Brookfield, IL	ESN Inc, 9101 S Baltimore, Chicago, IL 60617, PO Box 17597, Chicago, IL 60617	Terry Smith, (773) 978-8501, terry.smith@electsolutions.net	\$28,000.00	December 2022
22046- Willowbrook Park LED HML	208 Midway Dr, Willowbrook, IL 60527	Novonty Engineering, 545 Plainfield Rd, Suite A, Willowbrook, IL 60527	PE- John E. Fitzgerald, (630) 887-8640	\$579,442.00	June 2023
22058- K-B Solar Inst Hopewell	785 Hopewell Hills Rd, Lacon, IL 61540	Kelso-Burnett, Co, 5200 Newport Dr, Rolling Meadows, IL 60008	Steve Gourley, (847) 483-3883, sgourley@kelso-burnett.com	\$78,000.00	June 2023

Section G

References

Proposer shall supply the following information listing customers for which the proposer has supplied a similar type of commodities, service, or construction.

1. Company Name: Village of Elk Grove

Address: 901 Wellington Avenue Elk Grove Village, IL 60130

Phone #: 847-357-4000

Contact: Brian Southey

2. Company Name: Village of Forest Park

Address: 517 Des Plaines Avenue Forest Park, IL 60130

Phone #: 708-615-6212

Contact: Sal Stella

3. Company Name: Village of Calumet City

Address: 204 Pulaski Road Calumet City, IL 60409

Phone #: 708-891-8160

Contact: Jay Embrey

4. Company Name: Village of Homer Glen

Address: 14240 W 151 Street Homer Glen, IL 60491

Phone #: 708-301-0632

Contact: Gia Cassin

5. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

Section H	Proposal Certification
------------------	-------------------------------

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the proposer for the construction, product, commodity, or service briefly described as follows:

“Traffic Control and Street Lighting System Maintenance”

- (A) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the proposer is not barred from submitting a proposal on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting proposal-rigging or proposal-rotating.
- (B) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (C) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the proposer has a written sexual harassment policy in place including the following information:
1. An acknowledgment of the illegality of sexual harassment.
 2. The definition of sexual harassment under State law.
 3. A description of sexual harassment, utilizing examples.
 4. The contractor's internal complaint process including penalties.
 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 6. Directions on how to contact the Department or the Commission.

This business firm is: (check one)

☒ Corporation ☐ Partnership ☐ Individual

Firm Name: Lyons Electric Company, Inc

Address: 650 E Elm Avenue

City, State, ZIP: Lagrange, IL 60525

Signature: 

Name Printed: Michael Wilson

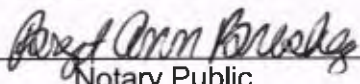
Title: Sr. Vice President

Telephone: 708-588-6800 Date: 6/25/24

ATTEST:


-SEAL-
Robert Schaeffer Vice President

SUBSCRIBED AND SWORN TO
before me this 25th day
of JUNE, 2024.

 Exp. 1/19/2027
Notary Public



Section I	Contract
------------------	-----------------

Traffic Control and Street Lighting System Maintenance

(To Be Filled, Signed, and Submitted as a part of Proposal)

1. THIS AGREEMENT, made and concluded this 26 day of June, 2024 between the Village of Oak Brook, a municipal corporation, acting by and through its President and Board of Trustees, known as VILLAGE, and Lyons Electric Company, Inc his executors, administrators, successors or assigns, known as CONTRACTOR.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the VILLAGE, and according to the terms expressed in the Bond (if applicable) referring to these presents, the CONTRACTOR agrees, at their own proper cost and expense, to do all 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. PERIOD OF CONTRACT: This Contract will be in full force for four (4) years beginning August 1, 2024 – July 31, 2028. This Contract is subject to the right of the VILLAGE to cancel and terminate the same at any time, with or without cause, by giving not less than thirty (30) days notice to the CONTRACTOR. In the event of such cancellation, the CONTRACTOR shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the Contract prior to the effective date of such cancellation but shall not be entitled to receive any damages on account of such cancellation or any further payment whatsoever.

4. And it is also understood and agreed that the entire Request for Proposal Package hereto attached, approved by the VILLAGE of the State of Illinois this 26 day of June, 2024, are all essential documents of this contract and are a part hereof.

5. IN WITNESS WHEREOF, the said parties have executed these presents on the above-mentioned date.

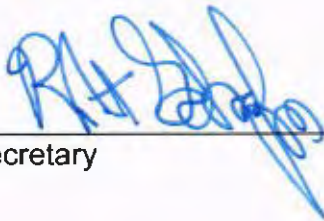
ATTEST:

VILLAGE OF OAK BROOK

Netasha Scarpiniti
Village Clerk

By _____
Greg Summers
Village President

ATTEST:



Secretary

Lyons Electric Company, Inc
Corporate Name
By  _____
Contractor
Sr. Vice President Michael Wilson

Partners doing Business under
the firm name of

(If a Co-Partnership)

Party of the Second Part

(If an Individual)

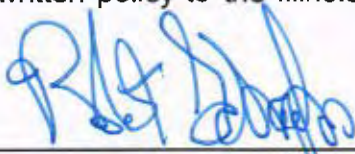
Party of the Second Part

SEXUAL HARASSMENT CERTIFICATE
(To Be Filled, Signed, and Submitted as a part of Proposal)

Lyons Electric Company, Inc hereinafter referred to as "Contractor" having submitted a proposal/proposal for Traffic Control and Street Lighting System Maintenance to the Village of Oak Brook, DuPage/Cook Counties, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

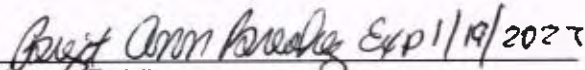
1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: 

Authorized Agent of Contractor
Robert Schaeffer Vice President

Subscribed and sworn to
before me this 25th day
of JUNE, 2024


Notary Public





OAK BROOK
Illinois

ITEM 8.A.5.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Decreasing the Number of Authorized Class A-1 Liquor Licenses by Two to Forty-Three for the Chipotle Mexican Grill and Labriola Bakery and Café

FROM: Netasha Scarpiniti, Village Clerk

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve Ordinance G-1256, “An Ordinance Amending Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois by Decreasing by Two to Forty-Three the Number of Authorized Class A-1 Liquor Licenses”.

Background/History:

Chipotle Mexican Grill has decided that the revenue collected for alcohol sales at their Oak Brook location doesn’t justify the cost of a class A-1 liquor license. They have opted not to renew their license for 2024-2025 and have ceased selling alcohol.

On June 25th Labriola Bakery & Café and LaBarra merged to become Labriola Ristorante. They have closed the Labriola location at 3021 Butterfield, eliminating the need for a liquor license there. The newly combined restaurant is located in the LaBarra spot at 3011 Butterfield Rd.

Village Code requires that any changes in the number of liquor licenses being held in the Village of Oak Brook must be passed by ordinance.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1256, An Ordinance Amending Title 4, Chapter 1, Section 8A of the Village Code of the Village of Oak Brook, Illinois by Decreasing by Two to Forty-Three the Number of Authorized Class A-1 Liquor Licenses for Chipotle and Labriola.

Attachments:

1. Ordinance-LC-AL-G-1256 - Decrease A-1 for Chipotle and Labriola

THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2024-LC-AL-G-1256

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK
CODE OF ORDINANCES, AS AMENDED, TITLE 4
(BUSINESS AND LICENSE REGULATIONS), CHAPTER 1
(LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF
LICENSES AUTHORIZED) TO DECREASE THE NUMBER OF
AUTHORIZED CLASS A-1 LIQUOR LICENSES BY TWO TO
FORTY-THREE FOR CHIPOTLE MEXICAN GRILL AND
LABRIOLA BAKERY AND CAFÉ.

CHIPOTLE 2103 CLEARWATER DR, OAK BROOK, IL 60523
LABRIOLA 3021 BUTTERFIELD RD, OAK BROOK, IL 60523

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 16th day of July 2024

ORDINANCE 2024-LC-AL-G-1256

AN ORDINANCE AMENDING THE VILLAGE OF OAK BROOK CODE OF ORDINANCES, AS AMENDED, TITLE 4 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 1 (LIQUOR CONTROL), SECTION 8A (FEES AND NUMBER OF LICENSES AUTHORIZED) TO DECREASE THE NUMBER OF AUTHORIZED CLASS A-1 LIQUOR LICENSES BY TWO TO FORTY-THREE FOR CHIPOTLE MEXICAN GRILL AND LABRIOLA BAKERY & CAFE .

CHIPOTLE 2103 CLEARWATER DR, OAK BROOK, IL 60523
LABRIOLA 3021 BUTTERFIELD RD, OAK BROOK, IL 60523

WHEREAS, the Village of Oak Brook (hereinafter referred to as the "Village") is an Illinois Municipal Corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, the Village has in full force and effect a codified set of ordinances which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oak Brook, as amended;

WHEREAS, Title 4 (Business And License Regulations), Chapter 1 (Liquor Control), Section 8a (Fees And Number Of Licenses Authorized) of the Village Code of the Village of Oak Brook authorizes certain numbers of liquor licenses and the number of such licenses issued for each class of license may be increased or decreased from time to time by ordinance approved by the Village President and Village Board of Trustees (collectively the "Corporate Authorities") due to changes in ownership of licensed premises, the creation of a new and deserving business enterprise, or the abandonment, revocation, surrender or other termination of an existing license; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest and in furtherance of the general welfare of the citizens of the Village that the Village Code of the Village of Oak Brook be amended to decrease the number of authorized Class A-1 Liquor Licenses by Two to Forty-Three.

Chipotle 2103 Clearwater Dr, Oak Brook, IL 60523
Labriola 3021 Butterfield Rd, Oak Brook, IL 60523

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS as follows:

Section 1: The Corporate Authorities hereby find that all the recitals hereinbefore stated as contained in the preamble to this ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this ordinance as legislative findings.

Section 2: That Section 8A of Chapter 1 (Liquor Control) of Title 4 (Business and License Regulations) (4-1-8A) of the Village Code of the Village of Oak Brook, Illinois be amended pursuant to the following table:

Class Of License	Application Fee	Annual License Fee	Number Issued
A-1	\$2,000.00	\$2,750.00	45 43
A-2	2,000.00	2,750.00	0
A-3	2,000.00	2,750.00	1
A-4	2,000.00	2,750.00	1
A-5	2,000.00	2,750.00	1
A-6	2,000.00	2,750.00	0

B	2,000.00	2,750.00	18
C	2,000.00	2,200.00	1
D	2,000.00	2,200.00	6
E	2,000.00	4,950.00	7
F	No Fee	\$50 per event	Not Applicable
G	No Fee	No Fee	1
H	No Fee	No Fee	1
I	2,000.00	2,750.00	2
J	2,000.00	500.00	0
K	2,000.00	2,750.00	0
L	2,000.00	2,750.00	1
M	----	500.00	3
N	2,000.00	2,750.00	1
O	2,000.00	2,750.00	1
P	2,000.00	2,750.00	1

Additions are bold and double-underlined: ~~deletions are struck through.~~

Section 3: The title, chapter(s), and section(s) adopted by this Ordinance shall be numbered and placed in an appropriate title, chapter(s), and section(s) when and during the codification of the Oak Brook Municipal Code.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 5: This Ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section 6: That all ordinances or parts of ordinances in conflict with the terms of this Ordinance shall be repealed to the extent of said conflict.

Section 7: If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of the remaining provisions of the Village's Municipal Code, which are hereby declared to be separable.

Section 8: This Ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

[Remainder of Page Intentionally left blank; Roll Call to follow]

APPROVED THIS 16th day of July 2024.

Laurence E. Herman
Village President

PASSED THIS 16th day of July 2024.

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk



ITEM 8.A.6.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Text Amendment - Sign Regulations

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board concur with the recommendation from the Planning & Zoning Commission approving a text amendment, which revises several sections to the Sign Regulations in the Zoning Ordinance of the Village Code.

Background/History:

At the March 26th Board meeting a text amendment to the Planning & Zoning Commission was referred which included revisions to the sign regulations, as part of the electronic sign discussion. The additional revisions related to HVAC/penthouse signs, logo sizes, flagpole height, and the removal of outdated language pertaining to accessible parking signs.

At the May 1, 2024 meeting, the P&Z Commission discussed the proposed revisions and recommended the approval of some of the proposed language, and recommended denial of the electronic signs. Following are the revisions that were recommended for approval, added text is red and underlined and text that is being deleted has been stricken out.

Although the addition of the electronic changeable copy signs was denied by the Village Board at the June 25, 2024 meeting, staff is presenting the other recommended sign revisions for review and approval.

Recommendation:

Staff recommends that the Village Board approve Ordinance G-1255, An Ordinance Amending TITLE 13 (Zoning Regulations) of the Village of Oak Brook Code of Ordinances as it Relates to Sign Regulations.

Attachments:

1. 2024-ZO-TA-G-1255

2. Text Amendment-Sign Regulations - Casefile

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE
NUMBER 2024-ZO-TA-G-1255

AN ORDINANCE
AMENDING TITLE 13 (ZONING REGULATIONS) OF THE
VILLAGE OF OAK BROOK CODE OF ORDINANCES AS IT
RELATES TO SIGN REGULATIONS

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Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 16th day of July 2024

ORDINANCE NO. 2024-ZO-TA-G-1255

AN ORDINANCE
AMENDING TITLE 13 (ZONING REGULATIONS) OF THE VILLAGE OF OAK BROOK CODE
OF ORDINANCES AS IT RELATES TO SIGN REGULATIONS

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village has in full force and effect a codified set of ordinances which are of a general and permanent nature, which said codified set is known and designated as the Village Code of the Village of Oak Brook, as amended;

WHEREAS, Title 13 (Zoning Regulations) Chapter 11 (Sign Regulations) provides for the general sign regulations within the Village;

WHEREAS, the Village desires to amend the Village Code to amend and clarify the existing code as it pertains to sign regulations;

WHEREAS, the Corporate Authorities of the Village of Oak Brook are of the opinion that the aforementioned amendment to the Village's Code of Ordinances is in the best interest of the public safety, health and welfare of the residents of the Village of Oak Brook.

NOW, THEREFORE, BE IT ORDAINED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Ordinance are full, true, and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section Two – Approval of Amendment to Title 13 Chapter 11

The Corporate Authorities hereby approves the Amendment(s) to Title 13 Chapter 11 as provided in the form attached hereto and made a part hereof as Exhibit A, with the language that has been added to the text being redlined and underlined and text that is being deleted being ~~stricken~~.

Section Three – Effective Date

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Four - Publication

This Ordinance shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Five – Recording

This Ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 16th day of July 2024.

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 16th day of July 2024.

LAURENCE E. HERMAN,
Village President

ATTEST:

NETASHA SCARPINITI,
Village Clerk

EXHIBIT A

[Amendments to Title 13 Chapter 11]

CHAPTER 11 SIGN REGULATIONS

SECTION:

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13-11-10: District B4, O3, O4, ORA1 And ORA2 Regulations

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13-11-12: District R1, R2, R3, ~~And~~ R4 ~~and CR~~ Regulations

13-11-13: Signs For Handicapped Parking

13-11-1: PURPOSE:

The regulations in this chapter are intended to promote and protect the public health, safety and welfare by reducing the depreciation of property values caused by signs that are incompatible with surrounding land uses; by creating a more attractive economic and business climate within the commercial and office areas of the village; by enhancing and protecting the physical appearance of all areas of the village; and by reducing the distractions, obstructions and hazards to pedestrian and auto traffic caused by the indiscriminate placement and use of signs. (Ord. G-916, 1-12-2010)

13-11-2: SCOPE:

The regulations in this chapter shall govern and control the erection, enlargement, expansion, alteration, operation, maintenance, relocation and removal of all signs within the village visible from any street, sidewalk or public or private common open space. Any sign not expressly permitted by these regulations shall be prohibited. The regulations in this chapter relate to the location of signs, by function and type, within zoning districts and

shall be in addition to provisions of this code applicable to the construction and maintenance of signs. (Ord. G-916, 1-12-2010)

13-11-3: SIGN PERMIT REQUIRED:

A. Sign Permit: Except as expressly provided in section 13-11-6 of this chapter, no sign shall be erected, enlarged, expanded, altered, relocated or maintained unless a sign permit evidencing the compliance of such work with the provisions of this section and other applicable provisions of this chapter shall have first been issued by the village; provided, however, that routine sign maintenance, changing of parts designed to be changed or changing the content of a sign in any manner does not change the functional classification of the sign and shall not, standing alone, be considered an alteration of the sign requiring the issuance of a sign permit hereunder.

B. Additional Application Requirements: In addition to the information and documents otherwise required by this chapter, every application for a sign permit for a sign shall be accompanied by:

1. Plans and specifications showing the location on the lot or building face and the method of construction, illumination and support of such sign;
2. A scale drawing showing sign faces, exposed surfaces and the proposed message and design, accurately represented as to size, area, proportion and color;
3. A landscape plan showing plantings proposed for area at the base of a monument sign;
4. Photographs of the street sides of the property in question, showing all existing signs on the property;
5. A calculation of the total amount of sign area presently existing on the property;
6. The applicant's attestation that the sum of the areas of the requested sign or signs and the existing signs does not exceed the maximum allowed by the provisions of this chapter; and
7. Evidence of a valid village business license, when applicable, issued for any business to which the sign is accessory. (Ord. G-916, 1-12-2010)

13-11-4: GENERAL STANDARDS:

The following general standards shall apply to all signs:

A. Illumination:

1. Location And Design Of Light Source: Whenever an external artificial light source is used for a sign, such source shall be located, shielded and directed so as not to be directly

visible from any public street or private residence. No receptacle or device housing a permitted light source for a sign shall protrude more than twelve inches (12") from the face of the sign or building to which it is attached; provided, however, that a receptacle or device housing a permitted light source for a sign may be located more than twelve inches (12") from the face of the sign if such light source is ground mounted, locked in place, and cannot be redirected.

2. **Level Of Illumination:** In no event shall the illumination of any sign, resulting from any internal or external artificial light source, exceed one hundred seventy five (175) foot-candles when measured with a standard light meter held perpendicular to the sign face at a distance equal to the narrowest dimension of such sign face. All artificial illumination shall be so designed, located, shielded, and directed as to prevent the casting of glare or direct light upon adjacent property or streets. Illumination resulting from any internal or external artificial light source shall not exceed 0.5 foot-candle as measured at the property line of the subject property.

3. **Flashing Lights Prohibited:** Except for public service signs when expressly permitted by this section, no flashing, blinking or intermittent lights shall be permitted.

4. **Light Fixtures:** Light fixtures placed along the base of the sign shall be screened from view by site grading or evergreen shrubs. No unscreened light sources are permitted. Temporary holiday displays, which contain lights, are exempt from these provisions.

5. **External Illumination:** External illumination shall be provided by a white, steady, stationary light of reasonable intensity, directed solely at the sign and shielded or otherwise prevented from shining directly onto adjacent properties or rights of way.

6. **Internal Illumination:** Internal illumination shall be provided by interior white lighting of reasonable intensity with primary and secondary images lit or silhouetted (i.e., backlit) on an opaque background. The background of all signs must be opaque. No additional background lighting or illuminated borders or outlines shall be permitted.

7. **Additional Lighting Standards:** The following are additional lighting standards for specific sign types:

a. **Signs Without Permits:** Signs permitted pursuant to section 13-11-6 of this chapter shall be illuminated only as permitted in that section.

b. **Awning And Canopy Signs:** Awning and canopy signs shall be illuminated using a direct light source. Direct illumination shall be aimed at the exterior of the awning/canopy, not the underside.

c. **Monument Signs:** Monument signs shall be backlit, directly lit, or internally illuminated. All letters must be individually affixed. Any direct light source shall be concealed from view from the right of way.

d. **Wall Signs:** Letters shall be individually affixed to walls of a building and may be either internally illuminated or backlit.

B. Landscaping: The base of all permanent ground signs shall be effectively landscaped to conceal the base from public view and maintained in good condition at all times. The minimum landscaped area shall extend at least three feet (3') beyond all sign faces or supporting structures in all directions. Exposed foundations must be constructed with a finished material such as brick, stone, or wood. Landscaping must be maintained in a manner that prevents the screening or blocking of addresses and other information provided on the monument sign.

C. Electrical Elements: All wiring, fittings and materials used in the construction, connection and operation of electrically illuminated signs shall be in accordance with the provisions of this code. No metal sign illuminated by any means requiring internal wiring and no electrical fixtures attached to any sign shall be lower than nine feet (9') from grade unless it is grounded by the use of a grounding conductor run with the circuit conductors and is also grounded by being bonded to a grounding electrode at the sign site.

D. Structural Elements: The construction and structural components of all signs shall be in accordance with the standards and regulations of this code. All permanent signs shall be constructed of fire resistant materials and shall be capable of withstanding wind pressures of at least thirty (30) pounds per square foot of surface area and of receiving dead loads based on the actual weight of the structure.

E. Minimum Elevation Of Certain Signs: The bottom of every awning, canopy, marquee, wall and pylon sign shall be elevated at least eight feet (8') above grade. Whenever possible wall signs on the same facade shall maintain the same top and bottom elevations above grade.

F. Obstruction Of Accessways: No sign or sign structure shall obstruct free ingress to or egress from a fire escape, door, window or other required accessway.

G. Obstruction Of Window Surface: No sign shall project over, occupy or obstruct any window surface required for light or ventilation by any applicable provision of this code.

H. Traffic Safety:

1. Confusion With Traffic Signals: No sign shall be maintained at any location where by reason of its position, size, shape, content, color, or illumination it may obstruct, impair, obscure, interfere with the view of, or be confused with, any traffic control sign, sign or device, or where it may interfere with, mislead or confuse traffic.

2. Obstruction Of Sight Triangles Prohibited: No sign, nor any part of a sign other than a supporting pole or brace no greater than eighteen inches (18") in width or diameter shall be located lower than eight feet (8') from grade within the area of any sight triangle as defined in this chapter.

I. Signs In Rights Of Way: Except as provided in this section, no sign except governmental signs authorized in this chapter shall be placed in or extend into or over any public property or right of way. Temporary signs advertising civic functions may extend into or over a public right of way upon the specific prior approval of the village manager on the

basis of need and impact on pedestrian and vehicular traffic, and impact on surrounding properties.

J. Sign Identification: All signs shall be plainly marked with the name of the person, firm or corporation hanging or erecting the sign and the sign permit number.

K. Sign Maintenance: The owner of a sign and the owner of the premises on which such sign is located shall be jointly and severally liable to maintain such sign, including its illumination sources, in compliance with this chapter and all applicable laws, in a safe and secure condition, and in a neat and orderly condition and good working order at all times, and to prevent the development of any rust, corrosion, rotting or other deterioration in the physical appearance or safety of such sign. The premises around ground and pylon signs shall be kept clean and free of all rubbish and weeds.

L. Sign Measurement:

1. Area To Be Included: The supporting structure or bracing of a sign shall be omitted in measuring the area of the sign unless such structure or bracing is made part of the message or face of the sign. Where a sign has more than one display face, all faces shall be included in determining the area of the sign.

2. Area Of Signs With Backing: The area of all signs with backing shall be measured by computing the area of the sign backing.

3. Area Of Signs Without Backing: The area of all signs without backing shall be measured by computing the area of the smallest regular geometric figure that can encompass all words, letters, figures, emblems and other elements of the sign message.

4. Area Of Signs With And Without Backing: The area of all signs formed by a combination of elements with and without backing shall be measured by counting the area of such elements measured in accordance with the foregoing subsections.

Wall and Window Signs



A = Width of Sign Face

B = Height of Sign Face

Sign Area = A x B

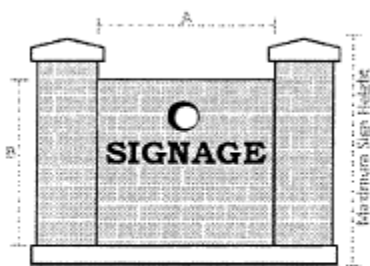
Ground Sign



A = Width of Sign Face
B = Height of Sign Face

Sign Area = A x B

Ground Sign



A = Width of Sign Face
B = Height of Sign Face

Sign Area = A x B

M. Signs On Lots With Multiple Users: Where more than one user occupies a zoning lot, the owner of the lot where the sign is located shall be responsible for allocating permitted signage among such users.

N. General Safety: Notwithstanding any other provision of this chapter, no sign shall be located in any area or in any manner so as to create a nuisance or a threat to the public safety and welfare. (Ord. G-916, 1-12-2010)

13-11-5: CLASSIFICATION OF SIGNS:

A. Functional Types: For purposes of this chapter, signs shall be classified as follows according to function:

1. Advertising Sign: A sign, other than an off premises identification sign, that directs attention to or identifies a business, commodity, service or entertainment conducted, sold or offered at a location other than the premises on which the sign is located. This term shall include signs, other than customary identification lettering and advertising posters on buses and taxicabs, attached to parked or moving vehicles.

2. Attention Getting Device: A sign designed to attract attention by means of flashing or moving parts, bright color or light, or movement of any kind. Examples of such signs include pennants hung in series, whirligigs, spinners, streamers, flashing lights, searchlights and balloons.

3. Business Sign: A sign that directs attention to or identifies a business or profession conducted, or to a commodity or service sold, offered or manufactured, or to an entertainment offered on the premises where the sign is located.

4. Construction Sign: A temporary sign erected on premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors, and similar artisans, and the owners, financial supporters, sponsors and similar persons or firms having a role or interest in the construction activity.

5. Drive-Through Sign: A sign that facilitates the operation of a drive-through facility by aiding with the pick up, drop off, ordering or service of such a facility. It includes, but is not limited to, such signs as changeable copy menu boards.

6. Governmental Signs: A sign erected and maintained pursuant to and in discharge of any governmental function or required by any law, ordinance or governmental regulation including wayfinding/directional signage.

7. Holiday Decorations: Signs in the nature of decorations, clearly incidental to and customarily and commonly associated with any national, local or religious holiday.

8. Home Occupation Sign: A sign advertising or identifying a home occupation on the site of the home occupation.

9. Identification Sign: A sign giving only the name, trademark or other readily recognized symbol or address, or any combination thereof, of a building, business, development or establishment on the premises where it is located.

10. Institutional Bulletin Board Sign: A sign that identifies a religious organization, school, library, community center, or similar institutional or community service use on whose premises it is located and that contains only the name of the institution or organization, the name or names of persons connected with it, and greetings, announcements or events or activities occurring at the institution or similar message.

11. Joint Identification Sign: An identification sign limited in content to the identification of a planned development, office plaza, shopping center, business park or the like and not containing any reference to the individual uses sharing the development, plaza, center, park or the like.

12. Memorial Sign: A sign or tablet memorializing a person, place, event or structure.
13. Nameplate Sign: A sign limited in content to the name or address, or both, of the owner or occupant of a building or premises on which it is located. If any premises is occupied by more than one occupant, the nameplate sign may identify all such occupants, as well as the premises, and may include necessary directional information.
14. Off Premises Identification Sign: A sign giving the name, trademark or other readily recognized symbol or address, or any combination thereof, of a building, business, development or establishment, which sign is located off the lot on which such building, business, development or establishment is located.
15. Official Flag Or Emblem: A flag or emblem of a government or of a membership organization.
16. On Site Directory Sign: A sign, not readable from any public right of way, on which the names and locations of the occupants and/or uses of a building or group of buildings is given.
17. On Site Informational Sign: A sign commonly associated with, and limited to, information and directions necessary or convenient for persons coming on the property, including signs marking entrances and exits, parking areas, one-way drives, restrooms, pick up and delivery areas and the like.
18. Private Sale Sign: A temporary sign advertising private sales of personal property at "house sales", "garage sales", "rummage sales" and the like.
19. Private Warning Sign: A sign limited in content to messages warning, caution or danger.
20. Public Service Signs: A sign displaying only the time, temperature, stock market quotations or civic messages by means of a landbank.
21. Real Estate Signs; Standard Size: A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located and limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed six (6) square feet in area per sign face.
22. Real Estate Signs; Large Size: A sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located and limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face.

B. Structural Types: For purposes of this chapter, signs shall be classified as follows according to structure:

1. Awning, Canopy Or Marquee Sign: A sign that is mounted or painted on or attached to an awning, canopy or marquee that is otherwise permitted by this chapter. No such sign shall project above, below, or beyond the physical dimensions of such awning, canopy or marquee.

2. **Banner Sign:** A sign made of fabric or other similar nonrigid material with no enclosing framework or electrical components that is supported or anchored on two (2) or more edges or at all four (4) corners.

3. **Billboard Sign:** A board, panel, or tablet used for the display of posters, printed or painted advertising matter, either illuminated or nonilluminated, that directs attention to goods, merchandise, entertainment, or services offered elsewhere than the premises where the sign is located.

4. **Box Sign:** A sign that is self-enclosed in a typically square or rectangular structure with or without internal lighting. A box sign can be single or double sided. Internally illuminated channelized lettering, logo, or groupings of letters and/or logos, not providing any additional sign face, shall not be considered a box sign.



Example: Box Sign



Example: Not a Box Sign

5. **Freestanding Sign:** A sign on a frame, pole or other support structure not attached to any building.

6. **Gas Station Price Sign:** A changeable copy sign advertising gasoline prices.

7. **Monument Sign:** A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles.

8. **Moving Or Animated Sign:** Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement or rotation.

9. **Paint On Wall Sign:** A sign painted on the wall of a building or structure with the exposed face of the sign in a place parallel to the face of the wall.

10. **Portable Sign:** A sign that is not permanently affixed to a building, a structure or the ground, but not including customary identification lettering on vehicles and advertising posters on buses and taxicabs.

11. Projecting Sign: (Except for the B2 zoning district or as approved for planned ~~unit~~ developments.) A sign that is wholly or partially dependent upon a building for support and that projects more than twelve inches (12") from such building.

12. Pylon Sign: A sign that is mounted on a freestanding pole or other supports.

13. Reader Board/Changeable Copy/Video Sign: (Does not apply to gas/service stations or to that portion of a sign dedicated to time and/or temperature.) A sign or portion thereof designed to accommodate frequent message changes composed of characters, or letters, or illustrations and that can be changed or rearranged, either manually or electronically, without altering the face or surface of such sign.

14. Roof Sign: A sign that is mounted or painted on the roof of a building, or that is wholly dependent upon a building for support and that projects above the highest point of a building with a flat roof, the eave line of a building with gambrel, gable or hip roof or the deck line of a building with a mansard roof.

15. Sandwich Board Sign: A movable sign not secured or attached to the ground or surface upon which it is located.

16. Temporary Sign: A sign or advertising display constructed of cloth, canvas, fabric, paper, plywood or other light material and intended to be displayed for a short period of time, not to exceed thirty (30) days within one calendar year. Temporary signage intended for a temporary tenant and intended to be displayed for longer than thirty (30) days is permitted in the B2 district, but only if approved by the property owner and after receiving a sign permit from the village.

17. Vehicle/Trailer Sign: A sign that is attached to or painted on a vehicle that is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

18. Wall Sign: A sign fastened to the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of, the sign and that does not project more than twelve inches (12") from such building or structure.

19. Window Sign: A sign that is applied or attached to the exterior or interior of a window or located within the interior of a structure so that its message can be read from the exterior of the structure. (Ord. G-916, 1-12-2010)

13-11-6: SIGNS PERMITTED IN ANY DISTRICT WITHOUT A PERMIT:

Except as regulated by section 13-11-4 of this chapter and except as expressly prohibited by section 13-11-7 of this chapter, and notwithstanding any other contrary provisions of this chapter, the following signs may, subject to the following limitations, be erected and maintained in any district without obtaining a village sign permit:

A. Governmental Signs: The content and size of any such sign shall not exceed the requirements of the law, ordinance or regulation pursuant to which such sign is erected.

B. Holiday Decorations: Such signs shall be displayed for a period of not more than sixty (60) consecutive days nor more than twenty (20) days following the holiday in connection with which they are displayed; any other provision of this section to the contrary notwithstanding, such signs may be of any type, number, area, height, location, illumination or animation so long as they create no safety hazard, nuisance or adverse impact on the adjacent properties.

C. Nameplate Signs: Such signs shall be limited to no more than one wall sign per occupancy; shall be no more than one square foot in area per occupancy and in no event more than three (3) square feet in area; and shall be nonilluminated.

D. Official Flags And Emblems: Such signs may be displayed on flagpoles and when so displayed shall not exceed twenty four (24) square feet in area. Such signs may also be displayed in the form of a wall sign and when so displayed shall not exceed three (3) square feet in area. Flag pole height above ground shall not exceed twenty feet (20').

E. On Site Informational Signs: Such signs shall be limited to wall or freestanding signs of not more than six (6) square feet in area; shall be, if a freestanding sign, not more than four feet (4') in height; and shall be illuminated only as necessary to accomplish their intended purpose.

F. Private Sale Signs (Residential Only): Such signs shall be no more than six (6) square feet in area; shall be located entirely on the premises where such sale is to be conducted; shall be clearly marked with name, address and telephone number of the person responsible for the removal of such sign; shall be erected not more than twenty four (24) hours in advance of such sale; and shall be removed within twenty four (24) hours following the conclusion of such sale. No freestanding sign shall be higher than four feet (4') nor closer to any lot line than six feet (6').

G. Private Warning Signs: Such signs shall be no more than two (2) square feet in area each; shall be limited to the number necessary to accomplish the intended purpose and shall be illuminated only as required to accomplish such purpose.

H. Real Estate Signs; Standard Size: Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed six (6) square feet in area per sign face, and set back a minimum of ten feet (10') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs for multi-unit developments or structures and exceeding six (6) square feet in area shall require a permit.

I. Window Signs, Temporary: The aggregate area of all such signs shall not exceed thirty percent (30%) of the area of the window in which they are exhibited nor block any window

area required for light, ventilation or emergency exit by any applicable code. No such sign shall be illuminated. (Ord. G-916, 1-12-2010)

13-11-7: SIGNS SPECIFICALLY PROHIBITED IN ALL DISTRICTS:

The following signs, as well as all other signs not expressly permitted by this chapter, are prohibited in all zoning districts and shall not be erected, maintained or, except as provided for elsewhere in this chapter, permitted to continue in any zoning district:

- A. Advertising signs, including billboards.
- B. Attention getting devices.
- C. Banner signs (as approved by village sign permit).
- D. Box signs.
- E. Electronic reader board/changeable copy/video sign.
- F. Home occupation identification signs.
- G. Moving or animated signs.
- H. Off premises identification signs.
- I. Portable signs.
- J. Roof signs.
- K. Temporary signs, except as expressly authorized in this chapter and when approved in connection with temporary uses: and when approved by permit.
- L. Vehicle/trailer signs.
- M. Any sign that advertises, identifies or pertains to a business no longer conducted, or a product no longer sold, on the premises where such sign is located. Such signs shall be removed within thirty (30) days following cessation of the relevant activity.
- N. Any sign on a tree or utility pole, whether on public or private property.
- O. Any sign on public property, except governmental signs authorized in this chapter.
- P. Any sign painted directly on a wall, roof or fence.
- Q. In a residential district, any sign located in a homeowners' association common area, except for a homeowners' association sign. (Ord. G-916, 1-12-2010)

13-11-8: DISTRICT B1 AND B3 REGULATIONS:

Signs shall be permitted in the B1 and B3 districts as follows:

A. Functional Types Permitted:

1. All signs permitted in any district without a village permit as provided in section 13-11-6 of this chapter.
2. Business signs.
3. Construction signs, but for no longer than fourteen (14) days following completion of the construction in question.
4. Gas station price sign, but only when authorized as a special permit.
5. Identification signs.
6. Joint identification signs.
7. On site directory signs.
8. Real estate signs, large size. Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the village. Real estate signs, large size are not permitted in residential districts.

B. Structural Types Permitted:

1. Awning and canopy signs.
2. Drive-through sign, but only when authorized by a special permit.
3. Monument signs.
4. Temporary signs, but only as authorized in section 13-11-6 of this chapter or for construction signs.
5. Wall signs.

C. Number Of Signs Permitted Per Lot:

1. All signs permitted pursuant to section 13-11-6 of this chapter; plus
2. One construction sign of any permitted structural type; plus
3. One joint identification sign per zoning lot frontage; plus

4. One monument sign per street frontage on development less than ten (10) acres in area. For developments greater than ten (10) acres, seven hundred (700) linear feet of street frontage (per street) or less gets one monument sign and lots with more than seven hundred feet (700') of street frontage (per street) get two (2) monument signs (per street frontage). Monument signs must be spaced at least five hundred feet (500') apart on a zoning lot when a zoning lot contains two (2) monument signs per street frontage, and the sign must be a joint identification sign.

5. One wall sign per zoning lot frontage for buildings with a single ground floor tenant, or one wall sign per ground floor business tenant; plus

6. One on site directory sign per zoning lot frontage; plus

7. One real estate sign, large size.

D. Maximum Gross Surface Area Of Signs Permitted:

1. Total Sign Area: The total area of all signs on a zoning lot shall not exceed one square foot per foot of zoning lot frontage; provided, however, that construction signs, real estate signs, joint identification signs, and signs allowed without permits, shall not be counted toward the total allowance gross sign surface area permitted on a zoning lot. The maximum amount of sign area shall be allocated proportionally based on the linear zoning lot frontage.

2. Individual Sign Area Limitations: The following individual sign area limitations shall apply to all signs:

a. Awning And Canopy Signs: Not to exceed fifty (50) square feet per sign face. No sign identifying an individual tenant of a multi-tenant building shall cover more than five percent (5%) of the wall to which it is affixed.

b. Construction Signs: Not to exceed sixteen (16) square feet per sign face nor more than two (2) sign faces.

c. Monument Signs: Not to exceed one hundred (100) square feet per sign face, nor more than two hundred (200) square feet total for developments less than ten (10) acres in area. Not to exceed one hundred twenty (120) square feet per sign face, nor more than two hundred forty (240) square feet total for development greater than ten (10) acres in area. B3 lots north of 22nd Street with frontage on Midwest Road only shall have monument signs not exceeding fifty (50) square feet per sign face or one hundred (100) square feet total.

d. Wall Signs: Not to exceed two hundred forty (240) square feet per sign, or not to exceed covering more than five percent (5%) of the wall to which it is affixed, whichever is less. Wall signs in the B3 zoning district north of 22nd Street with Midwest Road frontage only shall not exceed one hundred (100) square feet or five percent (5%) of the wall area to which it is affixed.

E. Maximum Height Of Signs Permitted:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Awning And Canopy Signs: Twenty feet (20'); all awning and canopy signs shall be at least eight feet (8') above grade. Awning and canopy signs for individual tenants of a multi-tenant building shall be at the same height on the building to which they are affixed.

3. Monument Signs: A maximum height of ten feet (10') for lots with developments less than ten (10) acres in area. A maximum height of twelve feet (12') is permitted on lots with developments greater than ten (10) acres in area. A maximum height of eight feet (8') is permitted for B3 zoned lots north of 22nd Street with frontage on Midwest Road only.

4. Wall Signs: Thirty feet (30') and only on the first floor of buildings.

F. Minimum Setback Required:

1. Permitted Signs: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Monument Signs: Five feet (5') from "right of way" and six feet (6') from all other lot lines. B3 zoned lots north of 22nd Street and with frontage along Midwest Road have a minimum setback of five feet (5') from "right of way". All monument signs shall be perpendicular to the street and "sight triangles" shall be maintained. (Ord. G-916, 1-12-2010)

13-11-9: DISTRICT B2 REGULATIONS:

Business signs shall be permitted in the B2 district as follows:

A. Ground Signs:

1. There may be a total of not more than two (2) freestanding ground signs on each of the boundary streets surrounding any shopping center in the B2 district located not less than thirty feet (30') from any street line; provided that each sign shall not exceed a total area of one thousand (1,000) square feet on either side, shall not exceed thirty five feet (35') in height, and each shall be limited to advertising the shopping center, its merchandise or services.

2. In a retail/commercial development containing less than five (5) acres, a maximum of one ground sign, which identifies the name and address of the development and may also identify the name and services or merchandise of each of the tenants located in the center, may be erected in addition to signs affixed to the building walls; provided that the sign shall not exceed a total area of one hundred thirty (130) square feet; not to exceed sixty five (65) square feet on either side and shall not exceed eleven feet (11') in height.

3. Real estate signs, large size. Real estate signs if limited to one single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The

name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a Village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the Village. Real estate signs, large size are not permitted in residential districts.

4. Internal informational/way-finding signs for vehicular traffic. In addition to the ground signs permitted by the other provisions of this subsection A, in a retail, commercial or mixed use development containing no less than fifty (50) acres, no fewer than two thousand (2,000) parking spaces and no fewer than three (3) separate multi-story parking garages, up to twenty (20) ground signs may be located throughout the development's interior roads and parking aisles, provided no such ground sign is located within one hundred fifty feet (150') from exterior property lines. The content of such ground signs may include: a) the names of tenants in the development; b) the name of the development itself; and c) digital sign elements displaying only the location and availability of parking spaces in the development's surface parking lots and multi-story parking garages. The foregoing types of ground signs shall not be subject to, nor deemed to be in violation of, any contrary provisions in this title, including without limitation, subsections 13-11-4A, B and E of this chapter (excluding, however, the illumination standard in subsection 13-11-4A2 of this chapter) and subsections 13-11-7A, E, H and M of this chapter. The content of each digital element within the ground signs shall be limited to the location and estimated number of parking spaces available in the referenced parking garage or surface lot, or, the word "Full" or "FULL" or "full".

B. Wall Signs:

1. Standards: Signs may be attached to one (1) or more facades of any building, provided that they conform to the following requirements:

a. They shall not project more than thirty inches (30") from any facade and shall not be higher than the building height.

b. The total area of any sign attached to a facade shall not exceed two percent (2%) of the gross floor area, including basements, of the building to which such sign is attached.

c. No wall sign shall extend beyond the roofline or parapet of the building to which it is affixed. No wall sign shall cover any architectural features (architectural features shall include, but not be limited to: pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or tile inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed. ~~No wall sign shall be affixed to HVAC screening, elevator overrun, or other features protruding from the roof of the structure, with the exception of building parapets which have been designed and integrated into the building's~~

~~architecture and which are in line with and not set back from the perimeter facade of the building.~~

d. Letters shall be individually affixed to walls of a building and be either internally illuminated or backlit. All wall signs mounted above forty feet (40') shall consist of internally illuminated or backlit lettering that is one (1) consistent color for all letters of the sign. Wall signs mounted above forty feet (40') shall consist of the business name only and not include slogans, tag lines, or other wording. Wall signs mounted above forty feet (40') may also include the company's primary registered or trademarked logo, ~~which must be no taller than the height of the lettering of the wall sign.~~

2. Informational Signs As To Locations Of Available Parking: In addition to the wall signs permitted by subsections B1 and E of this section, multi-story parking garages in the B2 District may have wall signs with digital sign elements that display the availability of parking spaces subject to the following conditions:

a. The multi-story parking garages on which such wall signs are permitted must be located within a retail, commercial or mixed use development of no less than fifty (50) acres in area that has no fewer than two thousand (2,000) parking spaces and no fewer than three (3) separate multi-story parking garages;

b. The wall signs must comply with the signage regulations in the following sections of this title: section 13-11-3 of this chapter (other than subsections B3, B5 and B7); section 13-11-4 of this chapter (other than subsections A1, A3 through A7 and E); section 13-11-7 of this chapter (other than subsection E); and subsections B and C of this section;

c. No such wall sign may be located within two hundred feet (200') from 16th Street;

d. The content of each digital element within the wall signs shall be limited to: 1) the estimated number of parking spaces available on the referenced level of the parking garage, or 2) the word "Full" or "FULL" or "full".

Wall signs complying with the foregoing requirements shall not be subject to, nor deemed to be in violation of, any contrary provisions in this title, including subsections 13-11-4A and E, and 13-11-7E of this chapter.

C. Size Limitation Exemptions:

1. Signs that are interior to a shopping center in the B2 District and are not visible from any exterior street and/or parking lot are exempt from the size limitations contained in this chapter.

D. Awnings And Marquees:

1. Awnings and marquees affixed to any building or structure shall have headroom of not less than eight feet (8').

E. Wall Signs For Garage Facades: Notwithstanding anything contained in this title to the contrary, including, without limitation, subsections 13-11-7A, H and M of this chapter, wall

signs may be located on facades of multi-story parking garages in the B2 District provided that:

1. No parking garage facade may have more than one (1) such wall sign;
2. The wall sign otherwise complies with sections 13-11-3 and 13-11-4 and subsections 13-11-7B through G, I through L, and N through Q of this chapter, and subsections B and C of this section;
3. The wall sign does not face 16th Street between Illinois State Route 83 and Spring Road;
4. The wall sign exclusively or primarily faces Illinois State Route 83 or 22nd Street;
5. The wall sign advertises or identifies a retail tenant occupying no less than fifty thousand (50,000) square feet of a building in the B2 District;
6. The building in which the subject retail tenant is located does not have, or no longer has, any other wall sign that: a) is visible from the right-of-way the proposed wall sign would primarily face, and b) advertises or identifies the subject retail tenant; and
7. At least one (1) of the following applies:
 - a. As of the effective date hereof: 1) the building occupied in whole or part by the subject retail tenant is located within seventy feet (70') of the applicable parking garage at grade, and 2) the parking garage is at least partially located within one hundred seventy feet (170') of 16th Street; or
 - b. As of the effective date hereof: 1) the building occupied in whole or part by the subject retail tenant is located within two hundred feet (200') of the applicable parking garage at grade, and 2) the parking garage is at least partially located within four hundred fifty feet (450') of 22nd Street.

F. Internal Way-Finding, Directory And Merchant Signage: In retail, commercial or mixed-use developments containing no less than fifty (50) acres, no less than one million (1,000,000) square feet of retail and restaurant occupancies and no fewer than eighty (80) distinct commercial occupants, the following types of signage shall be permitted subject only to receipt of an applicable sign permit pursuant to section 13-11-3 of this chapter and compliance with the illumination standard set forth in subsection 13-11-4A2 of this chapter and each of the life- safety requirements set forth in subsections 13-11-4A3, C, D, F, G, H, I, J, K and N of this chapter: 1) signage within the development's enclosed commercial establishments; 2) signage in outdoor areas of the development that are surrounded by enclosed buildings and therefore are not visible to any public right-of- way; and 3) signage inside multi-story garages that is not visible to rights-of-way. (Ord. G-916, 1-12-2010; Ord. G-1082, 8-9-2016; Ord. G-1099, 2-28-2017)

13-11-10: DISTRICT B4, O3, O4, ORA1 AND ORA2 REGULATIONS:

Signs shall be permitted in the B4, O3, O4, ORA1 and ORA2 Districts as follows:

A. Functional Types Permitted:

1. All signs permitted in any district without a Village permit, as provided in section 13-11-6 of this chapter.
2. Business signs.
3. Construction signs, but for no longer than fourteen (14) days following completion of the construction in question.
4. Drive-through sign, but only when authorized as a special permit.
5. Identification signs.
6. Joint identification signs.
7. On site directory signs.
8. Real estate signs, large size. Real estate signs if limited to one (1) single or double faced, nonilluminated sign per zoning lot, not to exceed twenty four (24) square feet in area per sign face, and set back a minimum of twenty five feet (25') from the property line. The name, address and telephone number of the person responsible for such removal shall be marked on the sign. Real estate signs indicating that the property has sold or is under any contractual obligation shall not be permitted pursuant to this subsection. Real estate signs, large size may indicate that the property is for sale or lease. Real estate signs, large size require a village sign permit. Real estate signs, large size shall not be in place for more than twelve (12) months, at which time the sign must be removed or another permit must be issued for another twelve (12) month period. Real estate signs, large size must be constructed of quality materials and maintained in good condition. Signs not maintained in good condition may be removed by the village. Real estate signs, large size are not permitted in residential districts.

B. Structural Types Permitted:

1. Awning and canopy signs.
2. Monument signs.
3. Wall signs.

C. Number Of Signs Permitted Per Zoning Lot:

1. All signs permitted by section 13-11-6 of this chapter; plus
2. One awning sign per entrance; plus
3. One construction sign of any structural type; plus

4. One joint identification sign per zoning lot frontage; plus
5. One monument sign per street frontage for zoning lot frontage that is less than seven hundred feet (700') in length, and up to two (2) monument signs per street frontage for zoning lot frontage that is seven hundred feet (700') or more in length.
6. Two (2) on site directory signs per zoning lot frontage; plus
7. One real estate sign, large size; plus
8. One wall sign per street frontage per building, limit two (2) per building; signs must be "anchored" or oriented to a corner of the building (with the exception of the office buildings located at 1211, 1301, 1415 and 1515 22nd Street may locate their wall signs in the center of the building face), rather than placed on the center of the wall; signs must be located at the uppermost permitted signable area of the building, rather than on the lower levels, except for permitted first floor restaurant signs; signs on adjacent walls must not be "anchored" or oriented on the same corner of the building; signs may be placed on any side of the building; limit of one wall sign per building side. Signs must be of a single line of text, multiple lines of text (one above the other) are not permitted, except as approved for first floor restaurant signs.

D. Maximum Gross Surface Area Of Signs Permitted:

1. Total Sign Area: The total area of all signs on a zoning lot shall not exceed one square foot per foot of zoning lot frontage or one thousand five hundred (1,500) square feet, whichever is less; provided, however, that construction signs, real estate signs, joint identification signs, and signs allowed without permits, shall not be counted toward the total allowance gross sign surface area permitted on a zoning lot. The maximum amount of sign area shall be allocated proportionally based on the linear zoning lot frontage. For the zoning lots that contain the office buildings located at 1211, 1301, 1415 and 1515 22nd Street, the maximum permitted signage is two thousand (2,000) square feet.

2. Individual Sign Area Limitations: The following individual sign area limitations shall apply to all signs within the B4, O3, O4, ORA1 and ORA2 districts, whether counted toward the total allowable gross sign surface area established in this chapter or not:

a. Awning And Canopy Signs: Not to exceed fifty (50) square feet per sign face. No sign identifying an individual tenant of a multi-tenant building shall cover more than five percent (5%) of the wall to which it is affixed.

b. Monument Signs: Not to exceed one hundred (100) square feet per sign face, nor more than two hundred (200) square feet total.

c. Wall Signs: Not to exceed one hundred forty (140) square feet per sign face for signs mounted greater than fifty feet (50') high and not to exceed one hundred (100) square feet per sign face for signs mounted less than fifty feet (50') high, and in no case covering more than five percent (5%) of the wall to which it is affixed. For ground floor restaurants in an office building or hotel, a special permit is required to erect a wall sign. These signs are permitted to have a maximum area of one hundred (100) square feet. The

office buildings located at 1211, 1301, 1415 and 1515 22nd Street, the maximum size for wall signage is increased from one hundred forty (140) square feet to two hundred fifty (250) square feet in order to accommodate corporate names that contain a maximum of ten (10) letters. For corporate names with more than ten (10) letters, the maximum size of the wall sign will be increased by 17.5 square feet per each additional letter including spaces between names with a maximum wall sign being limited to no more than three hundred eighty five (385) square feet in size.

E. Maximum Height Of Signs Permitted:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Awning And Canopy Signs: Twenty feet (20'); minimum height of eight feet (8') above grade.

3. Monument Signs: Ten feet (10').

4. Wall Signs: No wall sign shall extend beyond the roofline or parapet of the building to which it is affixed. No wall sign shall cover any architectural features (architectural features shall include, but not be limited to: pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or tile inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed. ~~No wall sign shall be affixed to HVAC screening, elevator overrun, or other features protruding from the roof of the structure, with the exception of building parapets which have been designed and integrated into the building's architecture and which are in line with and not set back from the perimeter facade of the building.~~ For ground floor restaurants requiring a special permit, wall signs shall be no higher than thirty feet (30') in height and located only on the first floor of the building.

F. Minimum Setback Required:

1. Signs Without Permits: As provided in section 13-11-6 of this chapter for signs permitted pursuant to that section.

2. Monument Signs: Five feet (5') from the right of way and three feet (3') from parking areas or driveways. "Sight triangles" shall be maintained to ensure safety.

3. Temporary Sign: Five feet (5').

G. Illumination:

1. Signs Without Permits: Signs permitted in section 13-11-6 of this chapter shall be illuminated only as permitted in that section.

2. Awnings And Canopies: Shall be illuminated using a direct light source. Direct illumination shall be aimed at the exterior of the awning/canopy.

3. Monument Signs: Monument signs shall be backlit, directly lit, or internally illuminated. All letters must be individually affixed. Any direct light source shall be concealed from view from the right of way.

4. Wall Signs: Letters shall be individually affixed to walls of a building and be either internally illuminated or backlit. All wall signs mounted above thirty feet (30') shall consist of internally illuminated or backlit lettering that is one consistent color for all letters of the sign. Wall signs mounted above thirty feet (30') shall consist of the business name only and not include slogans, tag lines, or other wording. Wall signs mounted above thirty feet (30') may also include the company's primary registered or trademarked logo, ~~which must be no taller than the height of the lettering of the wall sign.~~ (Ord. G-916, 1-12-2010).

13-11-11: DISTRICT ORA3 REGULATIONS:

Signs shall be permitted in the ORA3 district as follows:

A. Illumination: All sources of light, whether by direct exposure, surface reflection or transmission, shall be shielded so that the source of light is not visible from any adjacent residentially zoned property.

B. Ground Signs:

1. There may be a total of not more than two (2) freestanding signs having an area not to exceed, in the aggregate, two hundred forty (240) square feet. The signs must be located:

- a. Along the boundary streets;
- b. At the principal entrance and in the required yard; and
- c. Not less than ten feet (10') from any street right of way line; provided, however, that one additional ground sign not to exceed ten (10) square feet may be placed at a service entrance location.

C. Directional And Identification Signs: There may be an unlimited number of directional signs not larger than six (6) square feet and there shall be not more than one identification sign per building not larger than ten (10) square feet in addition to the other signs permitted by this chapter.

D. Other Signage: Development plans governing developments which include a minor parcel separated by a public street from the major parcel included in the development may provide for such other signage to be located on such separated minor parcel as is reasonably necessary to identify the facilities to be located thereon, the entrance thereto, and/or to provide for safe access thereto; provided, however, that such signage shall not exceed: 1) one ground sign no closer than ten feet (10') from the adjoining right of way line primarily visible from the public street separating the minor parcel from the major parcel; and 2) one double faced ground sign located at the principal entrance to such separated minor parcel; and, provided further, that the total area of all such signs shall not exceed ninety (90) square feet and no individual sign facing shall exceed thirty (30) square feet in area. (Ord. G-916, 1-12-2010)

13-11-12: DISTRICT R1, R2, R3, ~~AND~~ R4 and CR REGULATIONS:

Except where exempted by this chapter, all of the following residential signs require permits from the village. Signs shall be permitted in the R1, R2, R3, ~~and~~ R4, and CR districts as follows:

A. Nameplates And Signs: A nameplate for a single-family dwelling shall not exceed one hundred twenty (120) square inches in area. For a multiple-family dwelling, a nameplate shall not exceed four (4) square feet in area, and may indicate the names, addresses and telephone numbers of the building and/or the rental agents. A nameplate may be illuminated by nonflashing direct or indirect illumination.

B. For Sale Signs: One unilluminated ground sign, not more than six (6) square feet in area may be located in a front yard or side yard adjoining a street and shall be located not closer than ten feet (10') from a street and/or side lot line.

C. Signs For Nonresidential Uses (Excluding Home Occupation Signs Which Are Prohibited): Identification signs for nonresidential uses shall be permitted in accordance with the following regulations:

1. Illumination: One identification sign affixed flat against a building wall and one ground sign, which in both cases may be illuminated by nonflashing direct or indirect illumination and shielded so that the source of light cannot be seen at any point within a residential district, may be erected along each street frontage. For an educational institution, the sign may contain not only the name of the institution, but may also announce events or activities occurring at the institution.

2. Sign Area; Setbacks: Each sign shall be limited in area to not more than sixteen (16) square feet and shall not project higher than ten feet (10') above ground grade. No ground sign shall be located nearer than eight feet (8') from the nearest interior lot line nor closer to the front lot line than one-half (1/2) the depth of the required front yard except:

a. A directional sign shall be not more than nine (9) square feet in area and shall not be located nearer than ten feet (10') from a street line; and

b. A sign for an educational institution shall not be located nearer than ten feet (10') from a front lot line.

3. Churches In The R2 District:

a. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted one freestanding principal sign, limited in area to not more than forty five (45) square feet on each of two (2) outward facing sides and may be illuminated according to this code, and shall not project higher than ten feet (10') above grade, and not located nearer than eight feet (8') from the nearest lot line.

b. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted one identification wall sign per street frontage with the name,

logo and symbol, affixed against a building wall and projecting out to twelve inches (12") and may be illuminated according to this code, limited in area to not more than two hundred (200) square feet.

c. In the R2 district, a church where the lot, parcel or tract of land is ten (10) acres or more, shall be permitted entrance monument signs containing its name, logo and symbol and directional instructions at its full access drives, and may be illuminated according to this code for safety purpose and limited in area to not more than twenty five (25) square feet on each of two (2) sides and shall not project higher than six feet (6') above grade.

D. Temporary Ground Signs: Temporary ground signs for residential subdivisions shall be permitted in accordance with the following:

1. Signs may be erected along each thoroughfare or highway frontage of the development not less than one thousand feet (1,000') apart.

2. Such signs shall not exceed two hundred forty (240) square feet in area each, and shall contain only the names, addresses and telephone numbers of the development and the sales or rental agents, and types, prices, and location of dwelling units.

3. Such signs:

a. May be illuminated with nonflashing illumination shielded so that the source of light cannot be seen;

b. Shall not project higher than fifteen feet (15') above ground grade;

c. Shall not be located nearer than thirty feet (30') from a lot line; and

d. Shall be removed within thirty (30) days after completion of the development.

E. Additional Ground Signs: Additional ground signs may be used on lots containing model homes being offered for sale or rent to:

1. Identify the name and price of each house, not to exceed twelve (12) square feet in area.

2. Provide directional and safety information, not to exceed two (2) square feet in area.

3. No more than one such sign is permitted on any single lot except a maximum of two (2) signs will be permitted on corner lots, so that one sign can be located along each street frontage. The maximum size of these signs is six (6) square feet each. (Ord. G-916, 1-12-2010; Ord. G-1096, 1-24-2017)

13-11-13: SIGNS FOR HANDICAPPED PARKING: As required by the Capital Development Board and the Illinois Accessibility Code.

~~A. Accessible Parking is Required to comply with the Illinois Accessibility code. : All facilities, which provide parking, shall provide accessible parking in compliance with the~~

~~provisions of the Illinois accessibility code of the capital development board, as amended, and of the federal Americans with disabilities act.~~

~~—B. Required Minimum Number Of Off Street Accessible Parking Spaces: The required minimum number of accessible parking spaces shall be in accordance with section 400.320 of the Illinois accessibility code and the Americans with disabilities act (ADA) accessibility guidelines.~~

~~—C. Location Of Parking And Passenger Loading Zones: Accessible parking spaces for disabled and accessible passenger loading zones that serve a particular building shall be the spaces or zones located closest to the nearest accessible entrance on an accessible route. In separate parking structures or lots that do not serve a particular building, parking spaces for disabled persons shall be located on the shortest possible circulation route to an accessible pedestrian entrance of the parking facility.~~

~~—D. Dimensions, Marking And Signage Of Accessible Parking Spaces: Each parking space shall be at least sixteen feet (16') wide including an eight foot (8') wide access aisle, and adjacent parking spaces shall not share a common access aisle. All access aisles shall meet at a common level with an accessible route and shall be diagonally striped.~~

~~—1. Sized, Marked And Signed Spaces: Accessible parking spaces shall be sized, marked and signed in accordance with subsection 13-12-3C of this title and exhibits A, B and C in this section.~~

~~—2. Environmentally Limited Person Space: Each parking space designated as reserved for environmentally limited persons shall be equipped with a sign which complies with section 11-301 of the Illinois rules of the road 1 and meets the requirements of sign R7-8 (U.S. department of transportation standard). The sign shall be the Illinois standard R7-8 reserved parking sign and R7-1101 \$250.00 fine sign (Illinois MUTCD). (See exhibits B and C in this section for description of above referenced signs.)~~

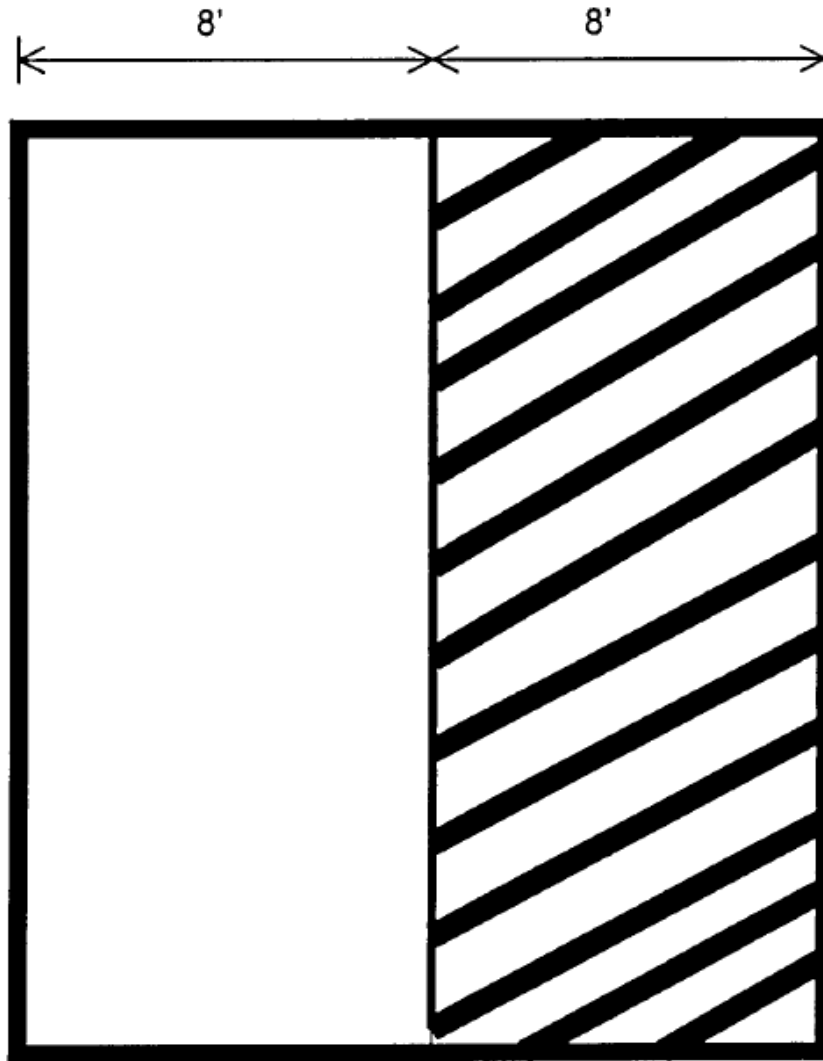
~~—3. Mounting Of Signs: Signs shall be vertically mounted on a post or a wall at front center of the parking space, no more than five feet (5') horizontally from the front of the parking space, and set a minimum of four feet (4') from the finished grade to the bottom of the sign.~~

~~—4. Exhibits:~~

~~—EXHIBIT A~~

~~—WIDTH AND PAVEMENT MARKINGS~~

For minimum depth, see Section XI (E)(14)



COLORS
NONE SPECIFIED IN THE ILLINOIS VEHICLE CODE

~~Effective October 1, 1992, all parking spaces reserved for the handicapped, except those reserving on street parking areas, shall be at least 16 feet wide, including an 8 foot wide access aisle. Adjacent handicapped parking spaces shall not share a common access aisle. All access aisles shall blend to a common level with an accessible route and should be diagonally striped (Illinois accessibility code, section 400.310(c)(2)).~~

~~— E X H I B I T B~~

~~— HANDICAPPED PARKING SIGN~~



R7-8

DIMENSIONS (INCHES)

COLORS

LEGEND AND BORDER - GREEN
 WHITE SYMBOL ON BLUE
 BACKGROUND
 BACKGROUND - WHITE

REDUCE SPACING 50%
 SEE APPENDIX "E" FOR
 SYMBOL PROPORTIONS
 SIGN R 7-8

Effective January 1, 1985, public act 83-1316 amended section 11-301 of the "Illinois vehicle code" to require handicapped parking signs (for parking lots subject to "the Illinois vehicle code") to comply with the R-7-8 sign show below (U.S. department of transportation standard). Existing signs may remain, but their useful lives shall not be extended by other means than normal maintenance.

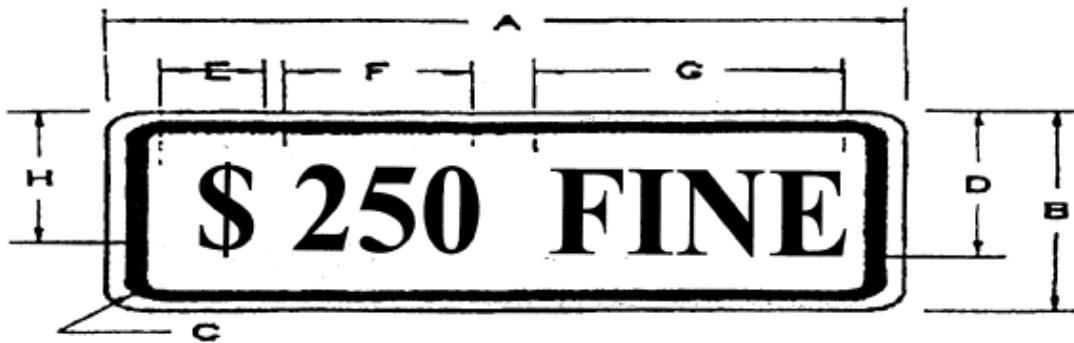
~~—EXHIBIT C~~

~~—SIGN REQUIRING "\$250-FINE"~~

~~—ILLINOIS STANDARD~~

~~—R7-I101~~

SIGN REQUIRING "\$250-FINE"
ILLINOIS STANDARD
R7-I101



COLOR: LEGEND AND BORDER
BACKGROUND

GREEN NON-REFLECTORIZED
WHITE REFLECTORIZED

SIGN SIZE	DIMENSIONS							
	A	B	C	D	E	F	G	H
6X12	12.0	6.0	1.5	4.5	1.1	3.0	5.5	3.0

SIGN SIZE	SERIES Lines	Mar- gin	Border	BLK Std
6X12	'2C3B	0.37	0.37	B5-125

All dimensions in inches.
To be used with R7-8

~~(Ord. G 695, 3-26-2002; Ord. G 836, 5-22-2007; Ord. G 916, 1-12-2010)~~

Notes

~~1.625 ILCS 5/11-301 et seq.~~

DRAFT



VILLAGE OF OAK BROOK *Illinois*

BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS 60523

May 21, 2024

Village President and Board of Trustees
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523

Subject: Butler School District – Electronic Sign Regulations – Text Amendment

Dear Village President and Board of Trustees:

Background

The Planning & Zoning Commission completed the required public hearing and deliberations held on May 1, 2024, on a petition from the Butler School District seeking approval of a text amendment to allow electronic changeable copy signs. Staff also used this amendment request to amend additional sections of Sign Regulations.

At the Village Board meeting on March 26, 2024, the Board gave directions for the electronic changeable copy signs to be restricted only to the school district and referred the application to the P&Z Commission. Following review by the Village Attorney governmental bodies may not be individually named as part of this Text Amendment.

Public Comment

All interested parties were notified of the public hearing. Several residents spoke in support of or in opposition to the requested text amendment.

Planning & Zoning Commission of Appeals Discussion and Recommendation

By a vote of 6 to 0, the Planning & Zoning Commission reviewed the proposed text amendment, (the proposed language that has been added to the text is redlined and underlined and text that is being deleted has been ~~stricken-out~~ in the casefile materials) and was comfortable recommending the Text Amendments pertaining to:

- 20-Foot Flagpole
- Addition of CR District to Sign Regulations
- Accessible Parking Removed – with language under chapter (Refer to IL Code)
- Logo Sizes
- HVAC/Penthouse Sign Affixed

May 21, 2024
RE: Butler School District – Text Amendment
Sign Regulations
Page 2

They were not comfortable with the electronic changeable copy sign text amendment and recommended a continuance to the next Regular Planning & Zoning Commission meeting for the Changeable Electronic Sign Regulations Text Amendment – Chapter 13-11-13.

The proposed text was subject to the zoning amendment factors, which were submitted in writing in the case file.

Very truly yours,

Raju Iyer

Rajaraman Iyer
Chairman
Planning & Zoning Commission

ROLL CALL:

Ayes: 6 – Chairman Iyer, Members Bulin, Cappetta, Nimry and Pontrelli.
Motion carried.
Abstain: 1 - Member DiBernardo
Absent: 0 - Vice Chairman Ziemer and Members Hasan and Wilczak

5.

B. BUTLER SCHOOL DISTRICT – TA – ELECTRONIC CHANGEABLE COPY SIGN

TA - ELECTRONIC
CHANGEABLE COPY
SIGN

Director Von Drasek provided a brief overview of the proposed petition. She explained that the PTO of Butler Junior High School provided a donation to install an electronic changeable copy sign. Other government districts shared the desire to install electronic signs. The intent of combining additional sign regulations chapters was to eliminate the need to further complicate the extensive zoning code text amendments. She said they should be reviewed separately at the meeting.

Dr. Paul O'Malley, Superintendent of Butler School District 53 together with Reshma Mendi, 1726 Midwest Club Pkwy, Oak Brook presented a PowerPoint with the proposed sign and supporting information. The PTO provided a donation for the sign in order to improve digital communications by providing real-time updates, registration dates, achievements, sporting events, etc. They also detailed the text amendment electronic changeable copy sign regulations.

Director Von Drasek read aloud two emails received. One in opposition of the sign text amendment and one regarding the desire for more open space.

Elidee Schooley, 1913 Midwest Club Pkwy, a student from Butler Junior High School felt it was important that the school be given the opportunity to electronically communicate achievements and events. The current sign has deteriorated greatly.

Tina Chan, 8 Chatham Lane pointed out several reasons she was opposed to the electronic sign including, dangers, costs, precedence and future variations.

Nella Sansquiri, 914 Midwest Club Pkwy, President of Bulter District 53 PTO explained that the electronic changeable sign was donated by the PTO. She mentioned that the current changeable sign was unsafe for students to change the letters so close to a busy road. She said that the PTO received a lot of support to install a modern LED sign that would be important to communicate events and achievements.

Cindy Groh, 50 Windsor Drive was concerned that allowing the sign would cause a precedence. She encouraged the village to create a plan to enforce sign violations.

Jamie Lock, 17 Croydon Lane mentioned she was representing several other families who were in support of the sign. She felt it was important to update zoning regulations for the village to progress. She also felt that the sign was appropriately sized and

illuminated for the location. Her mother, a current resident and a former schoolteacher at Butler Junior High for 35 years was in support of the electronic sign.

Anand Kaimal, 2 Chatham was concerned that the illuminated sign would shine on the second floor of his house.

Christy Dolan, 29 Windsor Drive was concerned that allowing the sign could cause precedence.

Yanna, 3602 Madison Street was opposed to the sign.

Seana Scheid, 305 Canterbury Drive, a former sign contractor mentioned there were ways to dim the lighting. She felt that sign was appropriate and enhances communication.

Kathy Schooley, 1913 Midwest Club Pkwy, believed promoting achievements through a digital sign builds community. She said the size and brightness of the sign are all adjustable.

Member Nimry believed the proposed sign was too large and suggested placing a monitor in the entrance of the school for announcements.

Members agreed that they were not voting on a sign for Butler Junior High and were supposed to review the text amendments. They believed that if a text amendment were approved for the electronic changeable copy sign, they would never have the opportunity to see the finished product. They agreed that the sign should be applied for by a variation or special use.

Superintendent O'Malley stated they understood the application was for a text amendment, but they wanted to provide rationale for their requested sign.

Member Pontrelli suggested providing studies (size, lighting, timing, etc.) and comparing the proposed code to surrounding villages.

Director Von Drasek said that the code amendment was based on Barrington's code and then modified for Oak Brook.

Member Cappetta read the text amendments factors, and stated they were not met. She felt electronic signs did not fit in the character of Oak Brook.

Members felt there were too many design factors to consider, size, illumination, etc.

Member Cappetta wanted to recommend the other items in the text amendment.

Members discussed those items and agreed to split the items and to continue the changeable electronic sign text amendment to the next regular P&Z meeting.

Attorney Castaldo III recommended continuing the petition for the electronic sign section.

Motioned by Member Bulin, seconded by Member Nimry to recommend the approval of the Text Amendments pertaining to:

- 20-Foot Flagpole Height
- Addition of CR District to Sign Regulations
- Accessible Parking Removed – with language under chapter (Refer to IL Code)
- Logo Sizes
- HVAC/Penthouse Sign Affixed

Recommend a continuance to the next Regular Planning & Zoning Commission meeting for the Changeable Electronic Sign Regulations Text Amendment – Chapter 13-11-13.

ROLL CALL:

Ayes: 6 – Chairman Iyer, Members Bulin, Cappetta, DiBernardo, Nimry and Pontrelli.

Nays: 0

Absent: 0 - Vice Chairman Ziemer and Members Hasan, Nimry and Wilczak

5.

C. 1150 22nd ST – DIAMONDS DIRECT – SIGN VARIATION

1150 22nd ST –
DIAMONDS DIRECT
– SIGN VARIATION

Planner Raman provided a brief overview of the proposed petition.

Karen Dodge, President, Municipal Solutions, 325 Sandpebble Lane, Aurora, provided a PowerPoint reviewing the request to allow two additional walls signs on the north and east elevations. She explained that the unique location prevents motorists from identifying Diamonds Direct.

Cindy Groh was concerned that allowing more signs has a negative effect on residential areas.

Members were in support of a sign on the east façade but not the north façade due to the north façade abutting a residential apartment building.

Director Von Drasek stated that the variation standards were subject to the testimony and submitted in writing (casefile).

Motioned by Member Cappetta, seconded by Member DiBernardo to recommend the approval for an additional sign on the east façade, subject to the following conditions:



VILLAGE OF
OAK BROOK
Illinois

ITEM 5.B.
VILLAGE OF OAK BROOK
Text Amendment – Electronic Signs

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3	Resident Letter dated April 10, 2024
2	Certificate of Publication published on April 10, 2024
1	Referral Memo – Board of Trustees dated March 26, 2024

A	Petition Application
B-B.1	Text Amendment Factors
C-C.1	Notification
D	Proposed Text Amendment

VILLAGE OF OAK BROOK
Planning & Zoning Commission

STAFF REPORT

DATE: April 26, 2024

CASE NO: 2024-06-ZO-TA

DESCRIPTION: Text Amendment to Zoning Regulations for Chapter 11, Section 13 to revise Sign Regulations.

PETITIONER: Butler School District

ADDRESS/LOCATION: NA

EXISTING ZONING: NA

Discussion:

The Butler School District has initiated a petition for a text amendment to the Zoning Regulations, Chapter 11, to revise the Village's Sign Regulations. This text amendment originated from a PTO donation to the School District to replace the existing changeable copy sign at Butler Jr. High School.

Village staff drafted proposed text to allow electronic changeable copy signs following discussions with other agencies within the Village. Other government districts shared the School's desire to provide the public with improved communication. Village staff provided the School District with the draft language for approval.

In addition to the School District's proposal, staff is also using this amendment request as an opportunity to rework other sections of the Sign Regulations. Other areas of interest include signs on HVAC/penthouses, logo sizes, flagpole height, and removal of accessible parking signs (as this is regulated elsewhere). The proposed text amendments are included as part of the attached draft, dated February 21, 2024. The proposed language that has been added to the text is redlined and underlined and text that is being deleted has been ~~stricken out~~.

At the Village Board meeting on March 26, 2024, the Board gave directions for the electronic changeable copy signs to be restricted only to the school district and referred the application to the P&Z Commission. Following review by the Village Attorney governmental bodies may not be individually named as part of this Text Amendment.

RESPONSIBILITIES OF HEARING BODIES:

The Planning & Zoning Commission (P&Z) have the responsibility to make a recommendation on the request for a text amendment to the Zoning Ordinance. Please include in your consideration, your findings with respect to the standards specified in the Zoning Ordinance for amendments. The materials submitted and drafted by staff specifically address each of these zoning amendment standards.

STAFF REPORT – VOB – ELECTRONIC SIGN REGULATIONS
CASE NO. 2024-06-ZO-TA

CONCLUSION:

If the P&Z Commission concurs with these revisions and is of the opinion that the requirements for a text amendment have been met, I would request that a recommendation to approve these text amendment changes in the draft dated February 21, 2024 be made in accordance with the accompanying zoning amendment factors. If the P&Z Commission prefer to further modify the proposed language or deny please provide findings of fact detailing the Commission's concerns. Either recommendation will then be forwarded to the Village Board for further review, deliberation, and discussion.

As always, please contact staff if you have any questions prior to Wednesday's P&Z meeting.

Respectfully Submitted,



Rebecca Von Drasek
Development Services Director



Rama Raman
Village Planner



VILLAGE OF

OAK BROOK
Illinois

BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS 60523

April 10, 2024

Dear Resident:

The Oak Brook Planning & Zoning Commission and the Village Board will be considering a Text Amendment at the meetings scheduled below in this notice.

The application has been filed by: The Butler School District

The petitioner, the Butler School District is proposing text amendments to the Zoning Regulations of the Village Code (Section 13) to consider adding and revising provisions related to electronic changeable copy sign regulations. This will include amendments to the General Zoning Provisions and other related sections within the Zoning Regulations of the Village Code.

The Village of Oak Brook, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting facilities, contact the Village ADA Coordinator at 630-368-5010 as soon as possible before the meeting date.

All meetings are held in the Butler Government Center of the Village of Oak Brook, located at 1200 Oak Brook Road (31st Street and Spring Road), Oak Brook, Illinois.

Planning & Zoning Commission6:30 p.m., Wednesday, May 1, 2024**

Board of Trustees Meeting 7:00 p.m., Tuesday, June 25, 2024***

If you desire more detailed information, please contact the Development Services Department at 630-368-5106 between 8-4, Monday through Friday, with the exception of scheduled holidays.

Sincerely,

Rebecca Von Drasek
Development Services Director
RV/cc

**Public Hearing Body

***Tentative – Follows the completion of the P&Z public hearing

NOTICE IS HEREBY GIVEN that a public hearing before the Planning & Zoning Commission of the Village of Oak Brook, DuPage and Cook Counties, Illinois, will be held on Wednesday, May 1, 2024 at 6:30 p.m. in the Samuel E. Dean Board Room of the Butler Government Center, Village of Oak Brook, 1200 Oak Brook Road, (31st Street and Spring Road), Oak Brook, Illinois 60523 for the purpose of considering the application for The Butler School District in Oak Brook, Illinois 60523 regarding a text amendment related to the electronic changeable copy signs regulations. Any such text amendment would be as provided for under Title 13 of the Zoning Ordinance of the Village of Oak Brook, Illinois, Ordinance G-60 as amended.

The Butler School District, petitioner has submitted an application seeking approval of a proposed text amendment to Title 13, the Zoning Regulations of the Village Code to consider revising provisions related to the electronic changeable copy signs regulations. In addition, staff is also using this amendment request to rework other sections of the Sign Regulations. This will include amendments to the General Zoning Provisions of the Zoning Regulations of the Village Code.

The petitioner's application including all supporting documents is on file with the Development Services Department. Persons wishing to examine the petition documents may arrange to do so with the Development Services Department, Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523, telephone 630-368-5106.

In accord with the provisions of the American with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at this public meeting should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date.

Netasha Scarpiniti
Village Clerk

Published at the direction of the Corporate Authorities and the Zoning Board of Appeals of the Village of Oak Brook, DuPage and Cook Counties, Illinois.

Published in Daily Herald April 10, 2024 (4614346)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Northwest Suburbs
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 04/10/2024 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY *Paula Baltz*
Designee of the Publisher of the Daily Herald

Control # 4614346





ITEM 6.D.1.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Regular Meeting
of
March 26, 2024

SUBJECT: Butler School District – Text Amendment to Zoning Regulations – Allowing Electronic Changeable Copy Signs

FROM: Rebecca Von Drasek, Development Services Director

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to refer the request for a text amendment to the Planning & Zoning Commission for a public hearing, discussion, and recommendation.

Background/History:

The Butler School District has initiated a petition for a text amendment to the Zoning Regulations, Chapter 11, to revise the Village’s Sign Regulations. This text amendment originated from a PTO donation to the School District to replace the existing changeable copy sign at Butler Jr. High School.

Village staff drafted proposed text to allow electronic changeable copy signs following discussions with other agencies within the Village. Other government districts shared the School’s desire to provide the public with improved communication. Village staff provided the School District with the draft language for approval.

In addition to the School District’s proposal, staff is also using this amendment request as an opportunity to rework other sections of the Sign Regulations. Other areas of interest include signs on HVAC/penthouses, logo sizes, flagpole height, and removal of accessible parking signs (as this is regulated elsewhere). The proposed text amendments are included as part of the attached draft, dated February 21, 2024. The proposed language that has been added to the text is redlined and underlined and text that is being deleted has been ~~stricken out.~~

This text amendment will be placed on a future Planning & Zoning Commission agenda for a public hearing, discussion, and recommendation.

Recommendation:

Staff recommends the request for a text amendment be referred to the Planning & Zoning Commission for a public hearing, discussion, and recommendation.

Attachments:

1. Sign Variation Application Executed POM 2.12.2024
2. Chapter 11- Sign Regulations Draft 3.20.24

ZONING AMENDMENT FACTORS

Changeable Electronic Copy Sign Regulations

a) The character of the neighborhood.

RESPONSE: The general character of the neighborhoods will not be negatively impacted. The signage is intended for public agencies on existing thoroughfares within the Village. Controls on size, light output, landscape screening, and distance from residences are intended to limit impact on residential neighbors.

b) The extent to which the property values are diminished by the particular zoning restrictions.

RESPONSE: Not applicable. The allowance of these signs will provide a medium to communicate public messages by local governments, as the properties are controlled by local government agencies, property values should not be further impacted.

c) The extent to which the removal existing limitations would depreciate the value of other property in the area.

RESPONSE:

The messages serve the public by providing important information. An informed public will be served by improved communication regarding services and programs available to the public. Property values and negative impacts to neighboring properties were considered so that proximity to residential areas has been minimized.

d) The suitability of the property for the zoning purposes.

RESPONSE: The mission of the agencies is to serve the public, many of the relevant properties are publicly owned.

e) The existing uses and zoning of nearby property;

RESPONSE: The text amendment with proposed regulations should control for any negative impact.

- f) The length of time under the existing zoning that the property has remained unimproved, considered in the context of land development;

RESPONSE: The agencies have had existing signage which is not electronic but has included changeable copy sign.

- g) The relative gain to the public as compared to the hardship imposed on the individual property owner;

RESPONSE: With the proposed text amendment, the anticipated gain will be better informed residents and members of the public.

- h) The extent to which the proposal promotes the health and safety, morals or general welfare of the public;

RESPONSE: The proposed amendment will result in better informed community that is able to participate in the programs displayed on the signage.

- i) The relationship of the proposed use to the Comprehensive Plan; and

RESPONSE: Not applicable. The signs are already existing included changeable copy signs.

- j) The community need for the use proposed by the property owner.

RESPONSE: An informed public will be served by improved communication regarding services and programs available to the public from local agencies.

NAMES OF SURROUNDING PROPERTY OWNERS

Following are the names and addresses of all surrounding property owners from the property in question for a distance of approximately 250 feet in all directions. The number of feet occupied by all public roads, streets, alleys, and public ways have been excluded in computing the 250-foot requirement. Said names are as recorded in the office of the County Recorder of Deeds (or the Registrar of Titles of the County) and as they appear from the authentic tax records of this County within 30 days of the filing of this application. **Provide a mailing label for each Property Owner listed** and applicant.

Note: The people on this list will be notified by mail with the information about your request and the meeting schedule.

[illegible]

(Attach additional sheets if necessary)

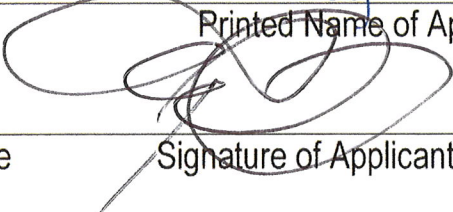
Certification Surrounding Property Owners

I (we) certify that the names and addresses of all the surrounding property owners including mailing labels submitted with this application are located within a minimum distance of 250 feet in all directions from the perimeter of the subject property and that the number of feet occupied by all public roads, streets, alleys, and public ways has been excluded in computing the 250-foot requirement.

Said names and addresses are as recorded in the office of the County Recorder of Deeds (or _____ the Registrar of Titles of the County) and as appear from the authentic tax records of this County. The property owners as listed have been obtained from within 30 days of the filing of this application.

The surrounding property owners list as submitted herewith and supporting attachments are true to the best of my (our) knowledge and belief.

I (we) give permission to the Village to install public hearing sign(s) on the lot frontages of the subject property as described in the Village Code. In addition to the required application fees, applicant/owner agrees to reimburse the Village for publication costs, recording fees, and any other associated costs or fees within 30 days of billing.

	<i>Dr. Paul O'Malley</i>	
Printed Name of Owner	Printed Name of Applicant	
		<i>2/12/24</i>
Signature of Owner	Signature of Applicant	Date

BILL TO INFORMATION:

<i>Village of Oak Brook</i>	<i>Finance Department</i>	
Print Name/Company	Contact Person	Contact Phone
<i>1200 Oak Brook Road</i>	<i>Oak Brook, IL 60523</i>	
Address To be Billed		Alternate Phone

NOTE: If the applicant/owner has not complied with these requirements and notification has not been sent to a neighboring property owner within the 250-foot requirement less than 10 days prior to the scheduled hearing, the hearing on this matter will be postponed to the next regular meeting, or until such time as all neighbors within the 250-foot requirement have been sent proper notification.



OAK BROOK
Illinois

ITEM 8.A.7.

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Board of Trustees Special Meeting
of
July 16, 2024

SUBJECT: Surplus Property Disposal

FROM: Rania Serences, Purchasing and Budgeting Coordinator

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move that the Village Board approve attached ordinance authorizing the sale, donation, or disposal of surplus items.

Background/History:

The attached ordinance authorizes the sale of surplus office task and side chairs from various locations throughout the Village, excess computer desks/tables from the Public Library, and obsolete inventory from the Golf Pro Shop that have been replaced with newer models, as well as the disposal of various office task and side chairs that have reached the end of their useful lives and are too damaged to sell.

The Village will register the chairs, tables, and golf merchandise on iBid, the online auctioneer run by the State of Illinois. If no bids are received through the online auction, staff will first reach out to non-profit organizations to donate, then, any remaining items will be disposed of properly.

Recommendation:

Staff recommends that the Village Board approve the attached ordinance authorizing the sale, donation, or disposal of surplus items.

Attachments:

1. ChairsLibTablesGolfProshopInventOrdFinal

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

2024-PP-S-1703

AN ORDINANCE AUTHORIZING THE SALE OR DONATION
OR RECYCLING OR DISPOSAL OF CERTAIN ITEMS OF
PERSONAL PROPERTY OWNED BY THE VILLAGE OF
OAK BROOK

LAURENCE E. HERMAN, Village President
NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN
MICHAEL MANZO
MELISSA MARTIN
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 16th day of July 2024

ORDINANCE 2024-PP-S-1703

AN ORDINANCE AUTHORIZING THE SALE OR DONATION OR RECYCLING OR DISPOSAL OF CERTAIN ITEMS OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF OAK BROOK

WHEREAS, in the opinion of a majority of the corporate authorities, it is no longer necessary or useful or in the best interests of the Village to retain the items of personal property listed below; and

WHEREAS, the Village wishes to dispose of said property by sale or donation or recycling or disposal.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK BROOK, DU PAGE AND COOK COUNTIES, ILLINOIS as follows:

Section 1: The foregoing recitals are incorporated herein as findings of the corporate authorities.

Section 2: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees find that the items listed below and included in Exhibit A, now owned by the Village, are surplus property and are no longer necessary or useful to the Village and the best interests of the Village will be served by sale or donation or recycling or disposal.

Section 3: Pursuant to 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to dispose of the below items by sale or donation or recycling or disposal, as designated in Section 2.

Section 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote follows

APPROVED THIS 16th day of July 2024

Laurence E. Herman
Village President

PASSED THIS 16th day of July 2024

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Netasha Scarpiniti
Village Clerk

VARIOUS CHAIRS AND TABLES TO BE SOLD THOUGH IBID

QUANTITY	ITEM
16	Side Office Chairs w/arms (green)
6	Task Office Chairs w/armrest and rollers (green)
11	Side Office Chairs w/armrest (red w/wood trim)
3	Side Office Chairs (red w/wood trim)
2	Computer Desk/Table

VARIOUS CHAIRS TO BE PROPERLY DISPOSED

QUANTITY	ITEM
9	Executive Chair (pink)
1	Executive Chair (green)
9	Office Task Chair w/armrest and rollers (green)
9	Office Side Chair w/armrest (red)
1	Task Office Chair w/armrest and rollers (green)
1	Task Office Chair w/armrest and rollers (red)

EXHIBIT A

GOLF PRO SHOP OBSOLETE INVENTORY TO BE SOLD THROUGH IBID

Obsolete Inventory AS OF 6/30/2024 DISPOSAL APPROVED BY BOARD ON THE JULY 16, 2024 MEETING

Department	Category	SubCategory	Product	SKU	Barcode	Inventory	Wholesale Value	Retail Value	Wholesale Price	Retail Price
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS A4/A4 OS HYBRID	617390	617390	2	\$234.52	\$50.00	\$117.26	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS A7/A7OS HYBRID	617300	617300	5	\$500.00	\$125.00	\$100.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS FAST SL FRWY	617420	617420	2	\$272.00	\$50.00	\$136.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS HYBRID OS BOXER	617380	617380	2	\$202.00	\$50.00	\$101.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS I WOOD HYBRID	617360	617360	1	\$107.80	\$25.00	\$107.80	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS IDEA GRPH IRNS	620170	620170	1	\$636.02	\$200.00	\$636.02	\$200.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS IDEA TCH IWOOD	742570	742570	1	\$74.00	\$25.00	\$74.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS IDEA TCH IWOOD	617370	617370	2	\$242.72	\$50.00	\$121.36	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS PRO a12/TECH V3 HYBRID	617210	617210	1	\$135.00	\$25.00	\$135.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS PRO GOLD HYBRID	617490	617490	1	\$148.35	\$25.00	\$148.35	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS XTD A3 Demo Driver	742380	742380	1	\$148.00	\$25.00	\$148.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	ADAMS XTD Hybrid-Fairway Demo Graph	742480	742480	2	\$168.00	\$50.00	\$84.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLAWAY DIABLO EDGE FRWY	610800	610800	1	\$140.00	\$75.00	\$140.00	\$75.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLAWAY DIABLO EDGE HYBRID	610900	610900	3	\$336.00	\$150.00	\$112.00	\$50.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLAWAY DIABLO EDGE HYBRID DEMO	743300	743300	1	\$67.50	\$25.00	\$67.50	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLAWAY FT-IQ DRVR	610890	610890	1	\$365.00	\$100.00	\$365.00	\$100.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLAWAY REVA 11 PIECE SET	620022	620022	1	\$959.40	\$1,299.00	\$959.40	\$1,299.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLAWAY REVA SET 8 PIECE	620023	620023	1	\$738.00	\$999.00	\$738.00	\$999.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLWY BB21 DR D	743110	743110	1	\$287.00	\$199.00	\$287.00	\$199.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLWY BB21 FWY D	743210	743210	1	\$172.90	\$200.00	\$172.90	\$200.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLWY BB21 HYB D	743310	743310	2	\$288.06	\$400.00	\$144.03	\$200.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLWY EPIC SPEED/MAX FWY	611810	611810	1	\$212.42	\$299.00	\$212.42	\$299.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLWY EPIC SPEED/MAX FWY	743510	743510	1	\$172.90	\$299.00	\$172.90	\$299.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CALLWY STEELHD FWY DEMO	743670	743670	1	\$113.40	\$25.00	\$113.40	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CLLWY X-SERIES FWY	610760	610760	1	\$55.58	\$75.00	\$55.58	\$75.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	CLVLND BLOOM GO SET	621930	621930	1	\$285.00	\$399.00	\$285.00	\$399.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	COBRA AMP CELL HYBD	611330	611330	3	\$379.95	\$567.00	\$126.65	\$189.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	COBRA BAFFLR XL FWY	611540	611540	1	\$126.00	\$50.00	\$126.00	\$50.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	COBRA BAFFLR XL HYBD	611640	611640	1	\$112.50	\$50.00	\$112.50	\$50.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	FREEMAN CUP HAT	580990	580990	32	\$256.00	\$160.00	\$8.00	\$5.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	NIKE COVERT 2.0 HYBRD	616340	616340	1	\$90.00	\$25.00	\$90.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	NIKE COVERT HYBRD VRS	616530	616530	1	\$124.00	\$25.00	\$124.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	NIKE COVERT TOUR HYBD	616430	616430	2	\$316.00	\$50.00	\$158.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	NIKE COVERT2.0 TOUR HYBD	616440	616440	1	\$116.00	\$25.00	\$116.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	NIKE VR PRO HYBRID	616410	616410	1	\$107.64	\$25.00	\$107.64	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	NIKE VR PRO ST8 FRWY	616210	616210	2	\$290.72	\$50.00	\$145.36	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	NIKE VR STR8 FRWY DEMO	740800	740800	1	\$86.25	\$25.00	\$86.25	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	NIKE VR TOUR/STR8 TOUR DRVR	616000	616000	1	\$275.00	\$50.00	\$275.00	\$50.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	PING K-15 HYBRID	613210	613210	1	\$111.00	\$159.00	\$111.00	\$159.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	SRIXON Z-STEEL FAIRWAY DEMO	742280	742280	1	\$84.00	\$25.00	\$84.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	T.MADE M1 HYB DEMO	741960	741960	1	\$128.80	\$249.00	\$128.80	\$249.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	T.MADE M2 FWY DEMO	742660	742660	1	\$128.80	\$249.00	\$128.80	\$249.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	T.MADE M2 HYB DEMO	742060	742060	1	\$102.90	\$199.00	\$102.90	\$199.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	T.MADE RBZ RESCUE DEMO	742320	742320	1	\$82.00	\$179.00	\$82.00	\$179.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	T.MADE RBZ RESCUE HYBRD	610520	610520	1	\$126.00	\$179.99	\$126.00	\$179.99
Pro-Shop Revenues 2	Golf Clubs	Back Stock	T.MADE RBZ2 FRWY	610730	610730	1	\$183.00	\$249.00	\$183.00	\$249.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	T.MADE RBZ2 HYBD DEMO	742330	742330	1	\$88.20	\$199.00	\$88.20	\$199.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TAYLOR MADE Burner Rescue Hybrid	610680	610680	1	\$126.00	\$179.00	\$126.00	\$179.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TAYLOR MADE RAYLOR	613520	613520	1	\$190.00	\$25.00	\$190.00	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TAYLORMADE R-9 FAIRWAY	610290	610290	1	\$165.00	\$229.00	\$165.00	\$229.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TaylorMade Rescue 11 Demo	742510	742510	1	\$82.80	\$25.00	\$82.80	\$25.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TAYLR MD M4 HYBD	610980	610980	1	\$161.99	\$219.00	\$161.99	\$219.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TITLEIST 917 D DVR	612570	612570	1	\$285.00	\$100.00	\$285.00	\$100.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TITLEIST 917 F FWY	612770	612770	4	\$792.00	\$400.00	\$198.00	\$100.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TITLEIST VOKEY SM-5 DEMO	741640	741640	1	\$52.20	\$129.00	\$52.20	\$129.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TM JETSPEED RESCUE	610540	610540	1	\$139.65	\$179.99	\$139.65	\$179.99
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TMADE JETSPD FRWY	610440	610440	2	\$321.10	\$359.98	\$160.55	\$179.99
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TMADE SLDR S RESCUE	612140	612140	1	\$139.65	\$75.00	\$139.65	\$75.00
Pro-Shop Revenues 2	Golf Clubs	Back Stock	TR EDGE JMAX HYBRID	613890	613890	1	\$52.00	\$25.00	\$52.00	\$25.00