CITY OF WARRENVILLE
CITY COUNCIL
REGULAR MEETING
City Hall, 28W701 Stafford Place, Warrenville, IL 60555
Monday, June 2, 2025 at 7:00 p.m.

This meeting will be conducted in the traditional in-person format at the location listed above. For convenience, the public may view the meeting virtually on the Official YouTube Channel of the City at: https://www.youtube.com/channel/UCcO8hN6YoUmWZrDFNASMzAQ/featured

Public comment will only be available in-person during the meeting. The remote meeting access is for viewing purposes only.

AGENDA

I. OPENING CEREMONIES

A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Proclamation – David L. Brummel - Parade Marshal
E. Proclamation – Megan Kleiber – Parade Marshal (Theme Contest Winner)

II CITIZENS COMMENTS

III. OFFICIALS AND STAFF COMMENTS

A. Mayor
B. Clerk
C. Treasurer
D. Aldermen
E. Administrator
F. Attorney

IV. APPROVAL OF AGENDA

A. Approve Agenda for the June 2, 2025, City Council regular meeting

V. APPROVAL OF MINUTES

A. Approve minutes of the May 19, 2025, City Council regular meeting

B. Approve minutes of the May 27, 2025, Public Safety and Finance Committee meeting

VI. CONSENT AGENDA – OMNIBUS VOTE

A. Accept Plan Commission recommendation, waive second reading, and pass ordinance O2025-27, approving a Preliminary Planned Unit Development Plan and Preliminary Plat of Subdivision, and conditionally approving rezoning, certain modifications from the Warrenville Zoning Ordinance, and special use permits to allow an automobile laundry, drive-through, and outdoor eating and drinking patio (Dream Clean; Starbucks – 30W063 and 30W081 Estes Street)

B. Accept Plan Commission recommendation, waive second reading, and pass ordinance O2025-28, authorizing the execution of the purchase and sale agreement for the sale of City-owned property commonly known as 30W081 Estes Street

C. Accept Public Safety and Finance Committee recommendation, waive second reading, and pass ordinance O2025-29, authorizing the disposal of surplus personal property owned by the City

D. Accept staff recommendation and pass resolution R2025-34, awarding the contract for the River Road Curb and Gutter Improvements to, Geneva Construction Company of Aurora IL, in the amount of $407,706.70

E. Accept staff recommendation and pass resolution R2025-35, approving an agreement with Engineering Resource Associates, Inc. for construction engineering services for River Road Curb and Gutter Improvements in the amount of $76,975 plus reimbursable expenses

F. Accept Public Safety and Finance Committee recommendation, and pass resolution R2025-36, approving an agreement renewal for City Prosecutor services with Attorney Christine Charkewycz for the period of June 1, 2025, through December 31, 2025

G. Accept staff recommendation and authorize the closure of certain local streets for the annual Independence Day Parade, parade staging, and Cerny Park festival as stated in Warrenville Friends of the 4th Committee Chairman Colin Wilkie's letter dated April 7, 2025

H. Receive and file draft minutes of the Plan Commission and Zoning Board of Appeals meeting held on May 22, 2025

I. Receive and file report of invoices paid up to May 28, 2025, in the amount of $166,895.58

J. Authorize expenditures for invoices due on or before June 16, 2025, in the amount of $442,502.88

K. Receive and file Wire Transfers Report for May 2025

VII. REGULAR AGENDA

A. Accept Public Safety and Finance Committee recommendation, waive competitive bidding, and pass resolution R2025-37, approving the second amendment to the agreement with Orbis Solutions, Inc. regarding surveillance upgrades to the Police Department and Warrenville Historical Society in the one-time amount of $65,082.37 plus annual maintenance fees of $9,000 per year

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. CLOSED SESSION

A closed session has been scheduled to discuss topics, which fall under the following exceptions to the Illinois Open Meetings Act:

- 5 ILCS 120/2 (c) (1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity

- 5 ILCS 120/2 (c) (2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees

- 5 ILCS 120/2 (c) (5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired

- 5 ILCS 120/2 (c) (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting

XI. ADJOURN

CW/drg

ADA ACCOMMODATION NOTICE: Requests for accommodations should be submitted to the Assistant City Administrator at (630) 836-3050 or amorgan@warrenville.il.us at least 48 hours in advance of the meeting. PLEASE SHUT OFF ALL ELECTRONIC DEVICES AS THEY INTERFERE WITH THE SOUND TRANSMISSION IN THE CITY COUNCIL CHAMBERS. THANK YOU!

Upcoming Meetings and Dates to Remember:
(please note, meetings/events occasionally get cancelled, rescheduled, or added – please confirm meeting dates and times on the City Website at https://www.warrenville.il.us/calendar.aspx)

June	03	7:00 p.m.	Environmental Advisory Commission
	05	7:00 p.m.	Plan Commission / Zoning Board of Appeals
	09	7:00 p.m.	Public Works and Infrastructure Committee
	10	6:30 p.m.	Bicyclist and Pedestrian Advisory Commission
	12	7:00 p.m.	Tourism and Arts Commission
	14	***12pm – 6pm***	***Park District Multicultural Festival***
	16	7:00 p.m.	City Council
	17	7:00 p.m.	Inclusion, Diversity, Equity and Awareness Commission
	19	7:00 p.m.	Plan Commission / Zoning Board of Appeals
	24	7:00 p.m.	Board of Fire and Police Commissioners, at Police Department

CITY OF WARRENVILLE
MEMORANDUM

TO: Mayor and City Council
FROM: Cristina White, City Administrator
SUBJECT: SUMMARY OF AGENDA ITEMS FOR JUNE 2, 2025, CITY COUNCIL REGULAR MEETING
DATE: May 29, 2025

Please contact the City Administrator with questions pertaining to agenda items by noon on the day of the meeting.

VI. CONSENT AGENDA – OMNIBUS VOTE

A. Ordinance O2025-27 – Dream Clean / Starbucks Preliminary Approvals (Attachment)
On May 8, the Plan Commission recommended City Council approval of a preliminary plat of subdivision, preliminary planned unit development plans with code deviations, conditional rezoning, and conditional special use permit approval for a planned unit development, automobile laundry, drive-through, and outdoor eating and drinking patio. Nine residents provided public testimony, all of whom were not supportive of the requested zoning relief. Particular concerns raised during the hearing included: compatibility with adjacent residential, cut-through traffic, noise, light pollution, property values. On May 19, the City Council directed the City Attorney to prepare an ordinance for the proposed development. A copy of the draft ordinance and the May 8, 2025, staff report are included with the agenda backup material.

Council Action Requested: Accept Plan Commission recommendation, waive second reading, and pass ordinance O2025-27, approving a Preliminary Planned Unit Development Plan and Preliminary Plat of Subdivision, and conditionally approving rezoning, certain modifications from the Warrenville Zoning Ordinance, and special use permits to allow an automobile laundry, drive-through, and outdoor eating and drinking patio (Dream Clean; Starbucks – 30W063 and 30W081 Estes Street).
Staff Recommendation: Community and Economic Development Director Emery recommends this action.
Budgetary Impact: None.
Other Resources Required: None.
Strategic Plan Goal: #1 Energetic and Healthy Economy – Business Retention and Expansion

B. Ordinance O2025-28 – Purchase and Sale Agreement City-owned Property (Attachment)
The City owns a vacant surplus property of approximately 19,911 square feet located on Barkley Avenue between Estes Street and Duke Parkway. The property is included within the Warrenville Southwest/Route 59 Tax Increment Financing (TIF) District #4. The City has received an offer to purchase the property and negotiated in good faith a purchase and

sale price of $90,000. A Purchase and Sale Agreement (PSA) has been prepared by the City Attorney to facilitate the transfer of the property subject to specific terms. The PSA includes milestones for actions such as preliminary and final development approvals, escrow, and a development agreement.

In accordance with Sections 4(c) of the TIF Act, 65 ILCS 5/11-74.4-4(c), notice of the proposed sale, including the terms of the proposed purchase and sale agreement, was published in the Daily Herald on May 5, 2025, and disclosed on the City's website. An ordinance authorizing execution of the proposed PSA is included with the agenda backup material.

Council Action Requested: Accept Plan Commission recommendation, waive second reading, and pass ordinance O2025-28, authorizing the execution of the purchase and sale agreement for the sale of City-owned property commonly known as 30W081 Estes Street.
Staff Recommendation: Community and Economic Development Director Emery recommends this action.
Budgetary Impact: $90,000 sale price of the subject property to be received at a future closing date after final entitlement approvals.
Other Resources Required: Not applicable.
Strategic Plan Goal: #1 Energetic and Healthy Economy – Business Retention and Expansion.

C. Ordinance O2025-29 – Disposal and Recycling of IT-Related Equipment (Attachment)
Orbis Solutions, Inc. has identified various IT-related equipment that is no longer in service due to being replaced or having exceeded its useful life. These items, which are no longer functional or needed, include computers, monitors, printers, network switches, servers, keypads, and other IT accessories. A draft ordinance authorizing the disposal of the surplus equipment and a list of the proposed items for disposal are included with the agenda backup material. Orbis will coordinate the pickup and recycling of these items through E-Scrap Technologies, Inc. or the Kane County Recycling Center for disposal.

Council Action Requested: Accept Public Safety and Finance Committee recommendation, waive second reading, and pass ordinance O2025-29, authorizing the disposal of surplus personal property owned by the City.
Staff Recommendation: Assistant City Administrator Morgan recommends this action.
Budgetary Impact: Not applicable.
Other Resources Required: Staff time to coordinate with Orbis for the disposal process.
Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure.

D. Resolution R2025-34 –River Road Curb and Gutter Improvements Contract (Attachment)
Public bids for the River Road Curb and Gutter Project were opened and read aloud on May 22. Six bids were received, ranging from $407,706.70 to $637,846.06. Staff recommends awarding the project contract to the low bidder, Geneva Construction Company of Aurora, IL, in the amount of $407,706.70. The low bid is $111,631.19 or 21.49% below the engineer's estimate. Geneva has successfully completed several similar

projects for the City in recent years. Included with the agenda backup material is a resolution and contract with Geneva Construction Company.

Council Action Requested: Accept staff recommendation and pass resolution R2025-34, awarding the contract for the River Road Curb and Gutter Improvements to Geneva Construction Company of Aurora IL, in the amount of $407,706.70.
Staff Recommendation: Capital Maintenance Superintendent Clark and Public Works Director Kuchler recommend this action.
Budgetary Impact: DuPage County paid the City $1,030,000 to cover construction and engineering costs. Those funds were deposited in the Capital Maintenance and Replacement Fund, and sufficient funds were included in the FY 2026 Budget.
Other Resources Required: Considerable staff time to coordinate with the consulting engineer and contractor during construction.
Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure.

E. Resolution R2025-35 – Engineering for River Road Curb and Gutter Project (Attachment)
Included with the agenda backup material is a resolution and agreement with Engineering Resource Associates, Inc. (ERA) for construction engineering services for the River Road Curb and Gutter Project. ERA has successfully assisted the City with design and construction observation on several other projects in the past ten years. Additionally, the firm is located in Warrenville, so their proximity to the construction site is an advantage for them to mobilize and respond to issues in a timely manner. Staff has had positive experiences on previous projects with the resident engineer who will be assigned to this project. Staff has reviewed the proposal and has determined it is fair and consistent with other similar projects.

Council Action Requested: Accept staff recommendation and pass resolution R2025-35, approving an agreement with Engineering Resource Associates, Inc. for construction engineering services for River Road Curb and Gutter Improvements in the amount of $76,975 plus reimbursable expenses.
Staff Recommendation: Capital Maintenance Superintendent Clark and Public Works Director Kuchler recommend this action.
Budgetary Impact: DuPage County paid the City $1,030,000 to cover construction and engineering costs. Those funds were deposited in the Capital Maintenance and Replacement Fund, and sufficient funds were included in the FY 2026 Budget.
Other Resources Required: Considerable staff time to coordinate with the consulting engineer and contractor during construction.
Strategic Plan Goal: #3 Quality City Services – Maintain and Replace City Infrastructure.

F. Resolution R2025-36 – City Prosecutor Charkewycz Agreement Renewal (Attachment)
The City Prosecutor represents the City at regular traffic court sessions held at the Wheaton Field Court location. Attorney Charkewycz has been serving in this capacity since April 2015 and has provided excellent service to the City and the Police Department. Included with the agenda backup material is a resolution approving Ms. Charkewycz's proposed legal services agreement for the period of June 1, 2025 through December 31, 2025, after

which time she will retire. The proposed services agreement includes a per session fee increase of $10 from the expiring agreement.

Council Action Requested: Accept Public Safety and Finance Committee recommendation, and pass resolution R2025-36, approving an agreement renewal for City Prosecutor services with Attorney Christine Charkewycz for the period of June 1, 2025, through December 31, 2025**.**
Staff Recommendation: Police Chief Bonilla recommends this action.
Budgetary Impact: Costs associated with this agreement fluctuate based on the number of appearances requiring representation. Funding is included in the FY 2026 Budget.
Other Resources Required: None.
Strategic Plan Goal: Not applicable.

G. Closure of Certain Local Streets for the Independence Day Celebration (Attachment)
The City Attorney has recommended that the City Council vote on an annual basis to approve the closure of local streets for 4th of July events, including the parade on July 3. Included with the agenda backup material is a copy of Warrenville Friends of the 4th Committee Chairman Colin Wilkie's letter, dated April 7, 2025 requesting the street closures and including a map of the staging areas and parade route.

Council Action Requested: Accept staff recommendation and authorize the closure of certain local streets for the annual Independence Day Parade, parade staging, and Cerny Park festival as stated in Warrenville Friends of the 4th Committee Chairman Colin Wilkie's letter dated April 7, 2025.
Staff Recommendation: Executive Assistant and Deputy City Clerk and Staff Liaison Grivetti recommends this action.
Budgetary Impact: None.
Other Resources Required: Public Works staff time to set up and remove barricades. EMA and Police personnel time to patrol the area on the designated event date.
Strategic Plan Goal: Not applicable.

H. Minutes of the Plan Commission and Zoning Board of Appeals (Attachment)
Receive and file draft minutes of the Plan Commission and Zoning Board of Appeals meeting held on May 22, 2025.

I. Invoices Paid (Attachment)
Receive and file report of invoices paid up to May 28, 2025, in the amount of $166,895.58.

J. Invoices Due (Attachment)
Authorize expenditures for invoices due on or before June 16, 2025, in the amount of $442,502.88.

K. Wire Transfer Report
Receive and file the Wire Transfer Report for May 2025.

VII. REGULAR AGENDA

A. Resolution R2025-37 – Agreement for Security Camera Upgrades (Attachment)
Staff is recommending the replacement and addition of security cameras located at the Police Department due to the age and inefficiency of the existing equipment. Staff recommends installing security cameras at the Warrenville Historical Society Museum as well. Since the presentation of the request at the May 27 Public Safety and Finance Committee of the Whole meeting, a revised proposal has been received. Included with the agenda backup material is an updated resolution, an amendment to the agreement with Orbis Solutions, Inc., and the revised proposal for security camera upgrades at the one-time cost of $65,082.37 and an annual maintenance service agreement at an additional cost of $9,000 per year.

This is intended to be phase one of a three phase project that considers replacement and installation of new cameras at City Hall, Public Works, and the Warren Tavern. Additional locations will be considered in FY 2027 and FY 2028.

Council Action Requested: Accept Public Safety and Finance Committee recommendation, waive competitive bidding, and pass resolution R2025-37, approving the second amendment to the agreement with Orbis Solutions, Inc. regarding surveillance upgrades to the Police Department and Warrenville Historical Society in the one-time amount of $65,082.37 plus annual maintenance fees of $9,000 per year.
Staff Recommendation: Police Chief Bonilla and Deputy Chief Dawson recommend this action.
Budgetary Impact: Sufficient funds are included in the FY 2026 Budget.
Other Resources Required: Staff time to coordinate installation.
Strategic Plan Goal: #3: Quality City Services - Maintain and Replace City Infrastructure

VIII. UNFINISHED BUSINESS

CW/drg

Proclamation

2025 Independence Day Parade Marshal
David L. Brummel

WHEREAS, David Brummel was born and raised in Warrenville, has a strong commitment to the community, and values his experience as a public servant for nearly 30 years; and

WHEREAS, he and his wife Mary have been married for nearly 57 years; having resided in Warrenville for most of their married life, they raised two children in the community; and

WHEREAS, in an effort to annex his neighborhood into the City in 1996, he connected with then Mayor Vivian Lund, who appointed him to the Plan Commission and Zoning Board of Appeals where he served for two years; and

WHEREAS, after getting his feet wet there, he went on to serve two terms as Alderman for Ward 3 on the City Council before being elected Mayor of the City of Warrenville for five consecutive terms from 2005 – 2025; and

WHEREAS, while serving as Mayor, Dave also served as President of the DuPage Mayors and Managers Conference, President of the DU-COMM Executive Board, a Board member of the DuPage County Stormwater Committee, a Board member of the DuPage Convention and Visitors Bureau, Fermilab Community Advisory Board, and honorary Board member of the NEW 200 Foundation, which enhances the learning experiences of Community Unit School District 200 students; and

WHEREAS, when he was not serving the role of public servant, he operated an award-winning cabinet company, Rymar Kitchens, Inc. from his home workshop, specializing in one-of-a-kind high-end cabinetry and furniture from 1976 until his retirement in 2024; and

WHEREAS, in his leisure time, Dave enjoys riding his tandem bicycle and walking his two Dachshunds with Mary, while encouraging all residents to live a healthy lifestyle.

NOW, THEREFORE, I, Andrew Johnson, Mayor of the City of Warrenville, proclaim David L. Brummel as Parade Marshal for the Independence Day Parade on July 3, 2025, and call upon all citizens to join in this festive celebration.

GIVEN, under my hand and seal of the City of Warrenville, this 2nd day of June, 2025.

_____

Andrew Johnson
Mayor

Proclamation

2025 Independence Day Parade Marshal
Megan Kleiber

WHEREAS, In response to a call for themes for the July 4th Parade and Celebration advertised in the Warrenville Hometown Happenings, Megan Kleiber submitted her theme of *America's Movie Magic*; and

WHEREAS, Megan Kleiber has been a passionate leader of Warrenville Girl Scout Troop #55123 for over three years, growing the troop from three to 21 scouts. She's proud to empower the next generation of changemakers, teaching the girls that their voices matter, their potential is limitless, and equity is not optional, it's essential; and

WHEREAS, Ms. Kleiber is a passionate ally and advocate for equity, inclusion, and justice. She believes in using her privilege to uplift marginalized voices and fight for a world where everyone, regardless of race, background, or identity, is valued, heard, and empowered. To her, solidarity isn't just a belief, it's a responsibility, and together is always better; and

WHEREAS, Megan has worked in the hospitality and service industry for over twenty years and currently leads marketing efforts that promote inclusive, modern work and learning environments. Her professional experience has supported her contributions to School District 200's Citizen Advisory Committee, Johnson School PTA, and Warrenville's Tourism and Arts Commission; and

WHEREAS, Ms. Kleiber finds Warrenville's small-town charm, vibrant events, and natural beauty especially meaningful in a diverse community that celebrates all identities, cultures, and voices, creating a place where everyone feels seen, valued, and connected; and

WHEREAS, Megan's passion for community and diversity shines through in her celebration of *America's Movie Magic* — where everyone, regardless of background or identity, deserves the opportunity to dream big and see themselves represented in every role and story that shapes our collective history.

NOW, THEREFORE, I, Andrew Johnson, Mayor of the City of Warrenville, proclaim Megan Kleiber as Parade Marshal for the Independence Day Parade on July 3, 2025, and call upon all citizens to join in this festive celebration.

GIVEN, under my hand and seal of the City of Warrenville, this 2nd day of June, 2025.

_____

Andrew Johnson
Mayor

CITY OF WARRENVILLE
CITY COUNCIL

Minutes of Regular Meeting
Held on Monday May 19, 2025
At Warrenville City Hall
28W701 Stafford Place

I. OPENING CEREMONIES

A. Call to Order

Mayor Johnson called the meeting to order at 7:00 p.m.

B. Roll Call

Physically Present:	Mayor Andrew Johnson and Aldermen: Stu Aschauer, J.P. Augustynowicz, Clare Barry, Kathy Davolos, Craig Kruckenberg, John Lockett, Bill Weidner and Judy Wilkie
Absent:	None
Also Present:	City Attorney Brooke Lenneman, City Administrator Cristina White, Assistant City Administrator Alma Morgan, Community and Economic Development Director Amy Emery, Public Works Director Phil Kuchler, Finance Director Kevin Dahlstrand, Police Chief Sam Bonilla, City Treasurer Maury Goodman and City Clerk Julie Clark
Absent:	None

C. Pledge of Allegiance

Mayor Johnson led the Pledge of Allegiance.

II. CITIZENS COMMENTS

Bob Siebert, Albright Court, questioned the economic valuation of recently sold City properties.

Nancy Kukulski, 3S499 Lambe Lane (Lexington Trace), spoke in regard to item VI. F. on tonight's agenda, asking that traffic leaving the proposed Starbucks or car wash not be able to exit into the neighborhood for safety.

Michael Tsang, 3S513 Barkley Avenue (Lexington Trace), expressed his disappointment at the proposed Dream Clean and Starbucks development.

III. OFFICIALS AND STAFF COMMENTS

A. Mayor

Mayor Johnson asked Police Chief Bonilla to share the success of the Cop on a Roof Top event. Chief Bonilla thanked both Dunkin locations, the Warrenville Fire Protection District, and Steve Hamilton for bringing out luxury vehicles that helped draw attention to the event, which raised $17,416 for Special Olympics Illinois.

Mayor Johnson also invited residents to volunteer for openings on various commissions.

B. Clerk
No comment

C. Treasurer
Treasurer Goodman apologized for missing the swearing in of the new Mayor and thanked the former Mayor for his years of service.

D. Aldermen
No comment

E. City Administrator
City Administrator White stated that utility bills previously delayed have now been distributed. The new payment date of the bills is June 6, 2025.

F. City Attorney
No comment

IV. APPROVAL OF AGENDA

Alderman Weidner made a motion, seconded by Alderman Kruckenberg to approve the agenda for the May 19, 2025, City Council regular meeting.

MOTION ADOPTED VIA VOICE VOTE

V. APPROVAL OF MINUTES

Alderman Weidner made a motion, seconded by Alderman Davolos to approve the minutes of the May 5, 2025, City Council regular meeting and the May 12, 2025, Public Works and Infrastructure Committee meeting.

MOTION ADOPTED VIA VOICE VOTE

VI. CONSENT AGENDA – OMNIBUS VOTE

A. Accept Plan Commission recommendation, waive second reading, and pass ordinance O2025-24, approving site-specific amendments and major amendment to the final plan of planned unit development for Warrenville Grove Animal Hospital, 3S481 Batavia Road

B. Accept Plan Commission recommendation, waive second reading, and pass ordinance O2025-25, amending the Warrenville Zoning Ordinance and City Code regarding reimbursement of development costs, zoning application filing requirements, and Plan Commission and Zoning Board of Appeals member terms

C. Accept Public Works and Infrastructure Committee recommendation, waive second reading, and pass ordinance O2025-26, amending City Code regarding the protection of City-owned trees

D. Accept Public Works and Infrastructure Committee recommendation, and pass resolution R2025-30, rejecting all bids for the Well No. 13 Water Treatment Plant Project (B2025-02)

E. Accept staff recommendation and pass resolution R2025-31, approving the expenditure of Motor Fuel Tax revenue in the amount of $298,800 during FY 2026, for the maintenance of streets and highways as required under the Illinois Highway Code

F. Accept Plan Commission recommendation and direct the City Attorney to draft an ordinance for consideration at the June 2, 2025 City Council meeting approving a tentative plat of resubdivision and preliminary planned unit development plan, and conditionally approving the rezoning and special use permits for planned unit development with zoning deviations, drive-through establishment, outdoor eating and drinking patio, and automobile laundry for the Dream Clean / Starbucks development at 30W063 and 30W081 Estes Street

G. Accept staff recommendation and continue the consideration of an ordinance authorizing the execution of the purchase and sale agreement for the sale of City-owned property commonly known as 30W081 Estes Street, located in TIF District #4 and along Barkley Avenue between Duke Parkway and Estes Street in the City, to the June 2, 2025 City Council meeting

H. Accept Public Works and Infrastructure Committee recommendation to accept the Veterans Memorial Workgroup recommendations provided in Public Works Director Kuchler's memorandum dated May 7, 2025

I. Accept Public Works and Infrastructure Committee recommendation and direct the City Attorney to prepare an ordinance amending the City Code to create a 30 mile per hour speed limit for River Road after construction of the road improvements is complete

J. Receive and file minutes of the Bicyclist and Pedestrian Commission meeting held on April 8, 2025

K. Receive and file minutes of the Environmental Advisory Commission meeting held on April 15, 2025

L. Receive and file draft minutes of the Plan Commission and Zoning Board of Appeals meeting held on May 8, 2025

M. Receive and file Invoice Register report of invoices paid up to May 14, 2025, in the amount of $44,940.84

N. Authorize expenditures per Invoice Register report for invoices due on or before June 2, 2025, in the amount of $185,547.81

O. Receive and file report of Chase Commercial Card expenditures for the month of April 2025, in the amount of $22,276.74

Alderman Weidner made a motion, seconded by Alderman Kruckenberg, to approve the Consent Agenda items as read.

ROLL CALL VOTE:
Aye: Aldermen: Aschauer, Kruckenberg, Lockett, Davolos, Augustynowicz, Wilkie, Barry and Weidner
Nay: None MOTION ADOPTED

VII. REGULAR AGENDA

A. Alderman Lockett made a motion, seconded by Alderman Wilkie, to accept Public Works and Infrastructure Committee recommendation and pass resolution R2025-32, waiving bidding and approving a contract with Whittaker Construction and Excavating, Inc. of Earlville, Illinois in the amount of $5,815,000 for the construction of the Well No. 13 Water Treatment Plant.

ROLL CALL VOTE:
Aye: Aldermen: Davolos, Aschauer, Kruckenberg, Augustynowicz, Lockett, Weidner, Barry, Wilkie and Mayor Johnson
Nay: None MOTION ADOPTED

B. Alderman Lockett made a motion, seconded by Alderman Wilkie, to accept staff recommendation and pass resolution R2025-33, approving a contract with Engineering Enterprises, Inc for construction engineering services for the Well No. 13 Water Treatment Plant Project in the amount of $444,100, plus reimbursable expenses.

ROLL CALL VOTE:
Aye: Aldermen: Augustynowicz, Lockett, Weidner, Kruckenberg, Wilkie, Barry, Aschauer, Davolos, and Mayor Johnson
Nay: None MOTION ADOPTED

C. The City Council Committees and Aldermanic Liaison Assignments lists were presented for discussion and approval. There was a recommendation to assign Alderman Lockett as Chairman of the Public Works and Infrastructure Committee of the Whole, and Alderman Weidner as the Vice Chairman of the same committee. Both agreed. Mayor Brummel's name will be replaced by Mayor Johnson on the list as well.

Alderman Lockett thanked Alderman Weidner for his leadership as chairman of the committee.

Alderman Kruckenberg made a motion, seconded by Alderman Davolos, to accept the City Council recommendations and approve the City Council Committees and Aldermanic Liaison Assignments lists as amended.

MOTION ADOPTED VIA VOICE VOTE

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

X. CLOSED SESSION

XI. ADJOURN

Alderman Lockett made a motion, seconded by Alderman Wilkie to adjourn.

MOTION ADOPTED VIA VOICE VOTE

The regular Council meeting adjourned at 7:27 p.m.

Approved: _____ _____

Julie Clark, City Clerk

CITY OF WARRENVILLE
PUBLIC SAFETY AND FINANCE
COMMITTEE OF THE WHOLE
REGULAR MEETING
Tuesday, May 27, 2025 at 7:00 p.m. at City Hall
28W701 Stafford Place

MINUTES

A. CALL TO ORDER

Chairman Aschauer called to meeting to order at 7:00 p.m.

B. ROLL CALL

Physically Present:	Chairman Stuart Aschauer, Mayor Andrew Johnson, and Aldermen: John Paul Augustynowicz, Clare Barry, Kathy Davolos, Craig Kruckenberg, and Judy Wilkie
Absent:	Aldermen John Lockett and Bill Weidner
Also Present:	City Administrator Cristina White, Assistant City Administrator Alma Morgan, Finance Director Kevin Dahlstrand, Police Chief Sam Bonilla, Deputy Chief Ken Dawson, City Treasurer Maury Goodman, and Executive Assistant and Deputy City Clerk Dawn Grivetti
Also Absent:	City Clerk Julie Clark

C. PLEDGE OF ALLEGIANCE

Chairman Aschauer led the Pledge of Allegiance.

D. PUBLIC COMMENTS

There were no comments.

E. OFFICIALS AND STAFF COMMENTS

Ald. Barry thanked Public Works staff for hosting the Public Works Open House.

Mayor Johnson thanked the members of the VFW and American Legion who participated in the Memorial Day events. He also recognized the work of the 100 Club, an organization that assists families of fallen police officers and fire fighters.

F. BUSINESS OF MEETING

1. Consideration of an Ordinance Approving Disposal of Surplus City-owned Equipment
   Assistant City Administrator Morgan stated the City's IT managed services provider has identified various equipment components no longer in service due to being replaced or having exceeded their useful life. These items, which are no longer functional or needed, include computers, monitors, printers, network switches, servers, keypads, and other IT accessories. All devices have been reviewed and data will be securely removed

by the IT service provider. Staff is requested authorization to dispose of the surplus equipment through E-Scrap Technoligies or the Kane County Recycling Center.

ALDERMAN KRUCKENBERG MADE A MOTION, seconded by Ald. Wilkie, to recommend the City Council approve an ordinance authorizing the disposal of surplus personal property owned by the City of Warrenville.

MOTION CARRIED VIA VOICE VOTE

2. Consideration of an Agreement for Surveillance Upgrades and Technology Services
Deputy Chief (DC) Dawson presented staff's request for a complete surveillance system replacement and installation of additional security cameras at the Police Department. Staff is also requesting two additional cameras be installed at the Warrenville Historical Society Museum. The camera systems will use the City's existing security platform. The total cost of the project is $65,136.37. The cost includes numerous cameras, a new server, and a one-year maintenance agreement, renewable for additional one-year terms at $9,000 per year. Other quotes were obtained for similar supplies and services. Orbis Solutions, Inc. was chosen as the preferred vendor due to their knowledge of the City's network infrastructure and operations.

DC Dawson stated staff's plan is to have the project complete in three years. The annual maintenance plan will begin in the first year of installation. Ald. Kruckenberg asked if the maintenance agreement could be delayed until all the cameras are installed. DC Dawson will provide an update to the request at the next City Council meeting.

ALDERMAN KRUCKENBERG MADE A MOTION, seconded by Ald. Wilkie, to recommend the City Council waive the competitive bidding and approve a proposal with Orbis Solutions, Inc. for the purchase of security camera upgrades at the Police Department and Warrenville Historical Museum in a total amount of $65,136; and the annual technology services maintenance agreement in the amount of $9,000.

MOTION CARRIED VIA VOICE VOTE

3. Consideration of a Police Operations Assessment Vendor Contract
Police Chief (PC) Bonilla stated, in an effort to meet a Department goal for compliance assurance and efficiency, staff is looking to contract with the Center for Public Safety Management (CPSM) to conduct a complete operations assessment of the Department. Several service providers were considered, and CPSM was chosen based on their disciplines, data-driven decision making processes, and high degree of law enforcement based workforce experience and knowledge.

There was discussion regarding final analysis and comparisons to other Police Departments. PC Bonilla stated, and City Administrator White concurred, that the outcome is not intended to be compared to other agencies. The data will be compared to national standards rather than population size.

ALDERMAN BARRY MADE A MOTION, seconded by Ald. Wilkie, to recommend the City Council waive the competitive bidding and direct the City Attorney to draft a resolution entering into a vendor contract with The Center for Public Safety Management for a Police Operations Assessment in the amount of $48,500 plus travel expenses not to exceed $5,000.

MOTION CARRIED VIA VOICE VOTE

4. Consideration of Contract Renewal for City Prosecutor Services

PC Bonilla stated the City Prosecutor represents the City of Warrenville at regular traffic court sessions held at the Wheaton Field Court location. Attorney Charkewycz has been serving in this capacity since April 2015 and has provided excellent service to the City and the Police Department. Ms. Charkewycz submitted her proposed legal services agreement for the period of June 1, 2025, through December 31, 2025, after which time she will retire. A search for a replacement City Prosecutor will be conducted, and it is anticipated that a new service contract for the remainder of the fiscal year will be presented at the November Public Safety and Finance Committee meeting.

ALDERMAN BARRY MADE A MOTION, seconded by Ald. Wilkie, to recommend the City Council approve the contract renewal for City Prosecutor services with Attorney Christine Charkewycz for the period of June 1, 2025, through December 31, 2025.

MOTION CARRIED VIA VOICE VOTE

5. Informational Progress Update on the new ERP

Finance Director (FD) Dahlstrand provided an update on the implementation of the new Enterprise Resource Planning (ERP) software. He indicated the software system went live in early May. The system includes, among other tasks, the ability for staff in all departments to create purchase orders and track purchase requests and invoices. He stated that, although the May utility bills were delayed, they have been issued, and there have been no complaints following their delivery. He added that the online payment portal should be accessible to the public later this week.

FD Dahlstrand and staff were thanked for their work in implementing the new software. The Police Department staff was also recognized for their efforts in assisting the public during the week City Hall was closed for system implementation.

NO COMMITTEE ACTION WAS TAKEN NOR REQUESTED

6. Informational Updates on Administration, Finance, and Police Department FY 2026 Work Plans and Decision Packages

The department workplans and decision package status report was presented for consideration. There were no questions.

NO COMMITTEE ACTION WAS TAKEN NOR REQUESTED

G. MISCELLANEOUS

1. Commendations

   PC Bonilla presented two commendations received for Police Department staff assistance to the City of West Chicago and for assistance at a local touch-a-truck event.

   Chairman Aschauer offered a personal thank you to Community Service Officer Perry for his assistance in retrieving a family pet.

H. CLOSED SESSION

I. ADJOURN

ALDERMAN KRUCKENBERG MADE A MOTION, seconded by Ald. Wilkie, to adjourn.

MOTION ADOPTED VIA VOICE VOTE

The meeting adjourned at 7:31 p.m.

Approved: _____ _____

Dawn R. Grivetti, Executive Assistant/Deputy Clerk

ORDINANCE NO. O2025-27

AN ORDINANCE APPROVING A PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN AND PRELIMINARY PLAT OF SUBDIVISION, AND CONDITIONALLY APPROVING A REZONING, CERTAIN MODIFICATIONS FROM THE WARRENVILLE ZONING ORDINANCE, AND SPECIAL USE PERMITS TO ALLOW AN AUTOMOBILE LAUNDRY, DRIVE-THROUGH, AND OUTDOOR EATING AND DRINKING PATIO (DREAM CLEAN; STARBUCKS – 30W063 and 30W081 ESTES STREET)

WHEREAS, the Leland M. Stahelin Irrevocable Trust and the Michael A. Stahelin Irrevocable Trust (collectively, the ***"Stahelin Parcel Owner"***) are the current title holders of that certain real property consisting of three lots of record and approximately 3.59 acres, commonly known as 3S063 Estes Street, Warrenville, Illinois, and legally described on ***Exhibit A*** (***"Stahelin Parcel"***); and

WHEREAS, the City of Warrenville (***"City"***) is the current title holder of that certain real property consisting of a single lot of record and approximately 0.46 acres, commonly known as 3S081 Estes Street, Warrenville, Illinois, and legally described on ***Exhibit A*** (***"City Parcel"***) (collectively, the Stahelin Parcel and the City Parcel are the ***"Property"***); and

WHEREAS, the Property is currently vacant and unimproved and located in the R-2 Medium-Low Density Single Family Residential District (***"R-2 District"***) of the City; and

WHEREAS, DCCW Warrenville, LLC is the contract purchaser of the Property; and

WHEREAS, Dream Clean Holdings LLC, an affiliate of DCCW Warrenville, LLC (collectively, ***"Dream Clean"***) desires to resubdivide the Property into three lots of record as follows (***"Proposed Resubdivision"***): (i) a 1.2-acre parcel at the north-west corner of the Property located on Barkley Avenue and Estes Street (***"Lot 1"***); (ii) a 0.85-acre parcel at the north-east corner of the Property located on Estes Street and Route 56 (***"Lot 2"***); and (iii) a 1.95-acre parcel on the southern portion of the Property along Duke Parkway (***"Lot 3"***); and

WHEREAS, Dream Clean and Joseph Development LLC (***"Joseph Development"***) (collectively, Dream Clean and Joseph Development are the ***"Applicant"***) have entered into a contract pursuant to which Dream Clean will convey Lot 2 to Joseph Development after Dream Clean obtains title to the Property; and

WHEREAS, the Applicant desires to rezone Lot 1 from the R-2 District to the B-2 Community Retail District (***"B-2 District"***); and Lot 2 and Lot 3 from the R-2 District to the B-4 Motorist Service District (***"B-4 District"***) (collectively, the ***"Proposed Rezoning"***); and

WHEREAS, the Applicant desires to develop the Property with (i) a 22-foot-wide access drive off of Barkley Avenue, landscaping improvements, and an unimproved portion reserved for future development, all on Lot 1; (ii) a 2,050-square foot one story commercial building with drive through facility to be operated as a Starbucks (***"Starbucks Building"***), signage, a patio, landscaping improvements, and an access point on Estes Avenue, all on Lot 2 (collectively, the ***"Starbucks Development"***); and (iii) a 6,500-square-foot car wash building (***"Car Wash Building"***), 19 vacuum stalls, an off-street parking area with eight spaces for employee parking, a tire inflation station with two parking spaces, drive aisles, and queueing lane, signage, landscaping improvements, stormwater improvements, a right-in-right-out access point on Duke

Parkway, and a prairie grass open space amenity, all located on Lot 3 (collectively, the ***"Dream Clean Development"***) (collectively, (i) through (iii) are the ***"Property Improvements"***); and

WHEREAS, the Applicant further desires to improve the Estes Avenue right-of-way with full curb and gutter, install public sidewalk along the Property frontages within the Estes Avenue and Route 56 public right-of-way, and plant 12 street trees along the south side of the Estes Street right-of-way (collectively, the ***"Public Improvements"***) (collectively, the Property Improvements and Public Improvements are the ***"Proposed Development"***); and

WHEREAS, the Subdivision Control Ordinance for the City of Warrenville, as amended, is codified as Title 11 of the Warrenville City Code (***"City Code"***), as amended (***"Subdivision Ordinance"***); and

WHEREAS, the City of Warrenville Zoning Ordinance, as amended, is codified as Title 10 of the City Code, as amended (***"Zoning Ordinance"***); and

WHEREAS, pursuant to Table 3A of the Zoning Ordinance, planned developments, drive throughs, eating and drinking patios, and automobile laundries are permitted in the B-4 District only pursuant to a special use permit approved by the City Council, accordance with Section 7C of the Zoning Ordinance; and

WHEREAS, in order to construct the Proposed Development, pursuant to the applicable sections of the Zoning Ordinance and Subdivision Ordinance, the Applicant, with the consent of the City and the Stahelin Parcel Owner, filed an application with the City for (i) approval of a preliminary planned unit development plan for the Property (***"Preliminary PUD Plan"***); (ii) approval of a preliminary plat of subdivision for the Proposed Resubdivision; (iii) conditional approval of the Proposed Rezoning; (iv) conditional approval of certain modifications from the Zoning Ordinance within the planned unit development (***"Proposed Zoning Modifications"***); and (v) conditional approval of special use permits to allow a planned development on the Property, a drive through and eating and drinking patio on Lot 2, and to allow an automobile laundry on Lot 3 (collectively, the ***"Proposed Special Use Permits"***) (collectively (i) through (v) are the ***"Requested Relief"***); and

WHEREAS, a public hearing by the Plan Commission to consider the Requested Relief was duly published in the *Daily Herald* on March 5, 2025, was convened on March 20, 2025, and continued to May 8, 2025, during which hearing evidence and testimony was received by the Plan Commission; and

WHEREAS, on May 8, 2025, the Plan Commission adopted Findings of Fact Project Number SUP-2025-0011, recommending that the Mayor and the City Council approve the Requested Relief; and

WHEREAS, the Mayor and the City Council have determined that, subject to and contingent upon, the conditions, restrictions, and provisions of this Ordinance, (i) the Preliminary PUD Plan complies with the required standards for planned developments as set forth in Section 8 of the Zoning Ordinance; (ii) the Proposed Resubdivision complies with the required standards for subdivision as set forth in Article 6 of the Subdivision Ordinance; (iii) the Proposed Rezoning complies with the criteria for map amendments and rezonings as set forth in Section 7.B and Table 7B of the Zoning Ordinance; and (iv) the Special Use Permits comply with the required standards for special uses as set forth in Section 7C of the Zoning Ordinance; and

WHEREAS, consistent with the Plan Commission recommendation, and pursuant to the City's power under applicable law, including its home rule powers under the Illinois Constitution of 1970, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Requested Relief, in accordance with, and subject to and contingent upon, the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Ordinance as if fully set forth in this Ordinance.

SECTION 2: Approval of Preliminary PUD Plan. In accordance with Section 8 of the Zoning Ordinance, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in this Ordinance, the Preliminary PUD Plan, which consist of (i) the Site Plan, consisting of one sheet, prepared by Webster McGrath & Ahlberg, Ltd., with a latest revision date of April 15, 2025 (***"Preliminary Site Plan"***), attached to this Ordinance as ***Exhibit B***, and (ii) the documents referred to collectively as the ***"Preliminary PUD Documents"*** and listed on ***Exhibit C*** attached to this Ordinance, is hereby approved. The Preliminary Site Plan, the Preliminary PUD Documents, Exhibit B and Exhibit C, are, by this reference, made a part of this Ordinance.

SECTION 3: Approval of Preliminary Plat of Subdivision. In accordance with Article 6 of the Subdivision Ordinance, and subject to, and contingent upon, the conditions, restrictions, and provision set forth in this Ordinance, the preliminary plat of subdivision titled, "Dream Clean Resubdivision," consisting of one sheet, prepared by Webster, McGrath & Ahlberg, Ltd., and with a latest revision date of April 11, 2025, a copy of which is attached to and made a part of this Ordinance as ***Exhibit D*** (***"Preliminary Plat"***) is hereby approved.

SECTION 4: Conditional Approval of Proposed Rezoning. At the request of Applicant, and pursuant to Section 7.B and Table 7B of the Zoning Ordinance, the City Council has considered, on a conditional and preliminary basis, the factors relevant to the approval of map amendments and has determined that the procedure for the review of map amendments has been satisfied. The Proposed Rezoning is hereby conditionally approved, subject to the approval of a final plat of subdivision for the Property (**"Final Plat"**) and final planned unit development plan for the Proposed Development (***"Final PUD Plan"***) and to the conditions and restrictions set forth in this Ordinance.

SECTION 5: Conditional Approval of Proposed Zoning Modifications. In accordance with Section 8.C of the Zoning Ordinance, and subject to the conditions, restrictions, and provisions of this Ordinance, and subject to the approval of a Final Plat for the Property and Final PUD Plan for the Proposed Development, the following Zoning Modifications are hereby conditionally approved:

A. Lot 2 Modifications

1. Front Yard Setback. Reduce the front yard setback, as set forth in Table 4C of the Zoning Ordinance, from 40 feet to 32.13 feet.

2. Front Yard Setback Adjacent to Residentially Zoned Lots. Reduce the front yard setback for all other pavement across from residentially zoned lots, as set forth in

Table 5B of the Zoning Ordinance, from 15 feet to approximately 10.57 feet along the north side of Lot 2.

3. Foundational Landscaping. Reduce the minimum required foundational landscaping, as set forth in Section 11.H of the Zoning Ordinance, from a cumulative of approximately 2,000 square feet to 396 square feet along the north half of the Starbucks Building.

B. Lot 3 Modifications.

1. Reduce the minimum lot width, as set forth in Table 4C of the Zoning Ordinance, from 150 feet to 146.98 feet.

2. Reduce the minimum interior side yard, as set forth in Table 4C of the Zoning Ordinance, from 10 feet to approximately 7.2 feet.

3. Reduce the minimum corner side yard setback of pavement across from non-residentially zoned lots, as set forth in Table 5B of the Zoning Ordinance, from 15 feet to approximately 7.5 feet.

4. Reduce the minimum required foundational landscaping, as set forth in Section 11.H of the Zoning Ordinance, from a cumulative of approximately 3,910 square feet to approximately 1,513 square feet located on the north and east sides of the Car Wash Building.

SECTION 6: Conditional Approval of Proposed Special Use Permits. At the request of Applicant, and pursuant to Section 7C of the Zoning Ordinance, the City Council has considered, on a conditional and preliminary basis, the factors relevant to the approval of special use permits and has determined that the procedure for the review of special use permits has been satisfied. The Proposed Special Use Permits are hereby conditionally approved, subject to the approval of a Final Plat for the Property and Final PUD Plan for the Proposed Development, and to the conditions and restrictions set forth in this Ordinance.

SECTION 7: Conditions. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code, the Zoning Ordinance or any other rights the Owner or Applicant may have, the approvals granted in Sections 2, 3 and 4 of this Ordinance are hereby expressly subject to and contingent upon the conditions, concepts, restrictions, limitations, and provisions set forth in this Section (collectively, the ***"Conditions"***).

A. Submission of the Final PUD Plan and Final Plat. Within the applicable timeframe provided in Section 2.B.8.c(3) of the Zoning Ordinance, the Applicant must work diligently to do all work necessary to apply for and present to the City a Final PUD Plan and a Final Plat, which must be in substantial conformance with the Preliminary PUD Plan and Preliminary Plat, respectively, and otherwise comply with the provisions of the Zoning Ordinance, Subdivision Ordinance, City Code, and the Conditions set forth in this Section. Once approved, the redevelopment, use, operation, and maintenance of the Property must comply with the ordinance

approving the Final PUD Plan except for minor changes and site work approved in accordance with applicable City ordinances and standards.

B. Civil Engineer Review. The Applicant must comply with the review comments and recommendations outlined in the Preliminary Engineering Review Memo – Dream Clean Carwash / Starbucks Review #2, consisting of four pages, and dated April 30, 2025, attached to and, by this reference, made a part of this Ordinance as ***Exhibit E*** (***"Engineering Review Memo"***).

C. Landscape Maintenance Plan and Calendar. A detailed landscape maintenance plan and maintenance calendar for the proposed landscaping on the Property shall be provided with the Final PUD Plan application.

D. Landscape Covenant Agreement. A Landscape Covenant Agreement satisfying the requirements of Section 11.B.4 of the Zoning Ordinance must be prepared, executed and recorded with the DuPage County Recorder of Deeds before the City issues a building permit for the Proposed Development. Both the approved final planned unit development landscape plan must be referenced in, and become part of, the Landscape Covenant Agreement.

E. Electrical Vehicle Charging Stations. The Final PUD Plan must comply with the City Code requirements set forth in Ordinance No. O2025-21 that require the installation of two level-two electrical vehicle charging stations as part of the Starbucks Development.

F. Future Traffic Impact Study. The ordinance approving the Final PUD Plan will require the Applicant to obtain an updated traffic impact study 12 months after the Starbucks Development and the Dream Clean Development commence operations.

G. Signs. All signs proposed for the Proposed Development as part of the Final PUD Plan must comply with the Sign Ordinance of the City of Warrenville, codified as Chapter 14 of the City Code.

H. Purchase and Sale Agreement for the City Parcel. The City and the Applicant must have entered into a fully executed purchase and sale agreement for the sale of the City Parcel from the City to the Applicant before the Applicant applies for approval of the Final Plat and the Final PUD Plan.

I. Development Agreement. Approval of a Final Plan and Final Plat of Subdivision for the Property will be expressly conditioned upon the Applicant entering into a development agreement with the Village, to be prepared by the Village Attorney and subject to the approval of the President and Village Board (***"Development Agreement"***), which Development Agreement will govern and restrict the use and development of the Property.

J. Lot 2 Plans. As part of its application for the Final Plat and Final PUD Plan, the Applicant must submit:

1. Elevation plans for the Starbucks Development, with all materials labeled;

2. Plans showing the location and height of any rooftop mechanical units in order to confirm that the mechanical units are adequately screened by the parapet wall;

3. A sign package; and

4. A plan detail for the proposed dumpster enclosure.

K. Lot 3 Plans. As part of its application for the Final Plat and Final PUD Plan, the Applicant must submit:

1. Data from existing locations that support the proposed approximately 360-foot-long queueing lane; and

2. Revised plans demonstrating that the ground and directional signage shall be updated to meet the maximum size requirement (three square feet).

L. Fees and Security Guaranteeing Completion of Public Improvements. The Applicant must pay/submit all applicable review and inspection fees and the required security guaranteeing completion of all Public Improvements prior to the recording of the ordinance approving the Final PUD Plan for the Proposed Development and prior to the issuance of any building permit for the Proposed Development.

M. DuPage County Traffic Impact Fee. The DuPage County Traffic Impact Fee must be paid prior to the City's issuance of a building permit for the Proposed Development.

SECTION 8. Effect of Approvals. The approvals documented in this Ordinance do not authorize the development or improvement of the Property in any manner.

SECTION 9: Invalidation of Approvals.

A. If the Applicant fails to comply with any of the terms or conditions set forth in this Ordinance or with the applicable codes and ordinances of the City, then the approvals granted in this Ordinance shall be immediately rendered null, void, and of no further force and effect.

B. If within one year after the approval of this Ordinance the Applicant or Owner has not submitted the Final PUD Plan and Final Plat then the approvals granted in this Ordinance shall automatically become null, void, and of no further force and effect.

SECTION 10: Amendments. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance as applicable to the affected items of relief.

SECTION 11: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBITS

Exhibit A – Legal Description of the Property

Exhibit B – Preliminary Site Plan

Exhibit C – Preliminary PUD Documents

Exhibit D – Preliminary Plat of Subdivision

Exhibit E – Engineering Review Memo

EXHIBIT A

LEGAL DESCRIPTION OF THE CITY PARCEL

LOT 67 IN BARTLETT'S GREEN ACRES, BEING A SUBDIVISION OF THE EAST ½ OF SECTION 33 AND IN THE WEST ½ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1943 AS DOCUMENT 454884, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 04-33-403-008

Commonly known as: 30W081 Estes Street

LEGAL DESCRIPTION OF THE STAHELIN PARCEL

LOTS 64, 65, AND 66 IN BARTLETT'S GREEN ACRES, BEING A SUBDIVISION OF THE EAST ½ OF SECTION 33 AND IN THE WEST ½ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1943 AS DOCUMENT 454884, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Numbers: 04-34-403-003, 04-33-403-006, 04-33-403-007

Commonly known as: 30W063 Estes Street

EXHIBIT B

PRELIMINARY SITE PLAN

PAVING LEGEND

HMA PAVEMENT
1.5" HMA N-50 SURFACE
2" HMA N-50 BINDER*
10" AGGREGATE BASE

HEAVY DUTY CONCRETE
8" CONCRETE CLASS PV
4" AGGREGATE BASE

SIDEWALK
5" CONCRETE CLASS SI
4" AGGREGATE BASE

SITE DATA TABLE - PROPOSED DREAM CLEAN AND STARBUCKS
ROUTE 59 and DUKE PARKWAY, WARRENVILLE, IL
PIN 04-33-403-003,006,007,008

SITE AREA = 4.02 ACRES

BUILDING SETBACKS

FRONT - EAST	40 FEET
REAR - WEST	20 FEET
SIDE - NORTH	40 FEET
SIDE - SOUTH	15 FEET

LAND USE DATA - LOT 1

ZONING CATEGORY/ ZONING AGENCY	B-4, CITY OF WARRENVILLE
SITE AREA	1.22 AC.
EXISTING BUILDING AREA	0 S. FT.
ONSITE VEHICULAR CIRCULATION	7,648 S. FT.
AREA (PAVED) 110,997 S. FT.	
ONSITE OPEN SPACE/ LANDSCAPE AREA .	45,495 S. FT.

LAND USE DATA - LOT 2 - STARBUCKS

MAX. BUILDING HEIGHT	42 FEET ALLOWED
ZONING CATEGORY/ ZONING AGENCY	B-4, CITY OF WARRENVILLE
SITE AREA	0.85 AC.
STARBUCKS BUILDING AREA	2,242 S.FT
EXISTING BUILDING AREA	0 S. FT.
PARKING PROVIDED	22 SPACES
CAR STACKING PROVIDED	15 CARS
ONSITE VEHICULAR CIRCULATION	18,938 S. FT.
AREA (PAVED) 18,970 S. FT.	
ONSITE OPEN SPACE/ LANDSCAPE AREA .	13,621 S. FT.
ONSITE SIDEWALK	2,215 S. FT.

LAND USE DATA - LOT 3 - DREAM CLEAN

MAX. BUILDING HEIGHT	42 FEET ALLOWED
ZONING CATEGORY/ ZONING AGENCY	B-4, CITY OF WARRENVILLE
SITE AREA	1.95 AC.
DREAM CLEAN BUILDING AREA	6,500 S.FT
EXISTING BUILDING AREA	0 S. FT.
PARKING PROVIDED	20 SPACES
CAR STACKING PROVIDED	37 CARS
ONSITE VEHICULAR CIRCULATION	29,548 S. FT.
AREA (PAVED) 31,855 S. FT.	
ONSITE OPEN SPACE/ LANDSCAPE AREA .	46,435 S. FT.
ONSITE SIDEWALK	2,459 S. FT.

0 30 60
GRAPHIC SCALE - FEET

WARRENVILLE R-2 RESIDENTIAL
16-ft Ornamental Light on Estes
ESTES STREET
CONCRETE SIDEWALK
DEPRESSED CURB
CONCRETE PAVEMENT
REVISED RIGHT IN/OUT
CROSSWALK
WARRENVILLE R-2 RESIDENTIAL
16-ft Ornamental Light on Barkley
BARKLEY AVENUE
LOT 1
1.22 Ac.
TRASH ENCLOSURE
B:6-12 CURB
CONCRETE PAVEMENT
ADA STRIPING
4" YELLOW STRIPE
SIGN
REMOVE EXISTING HMA PATH AND PROVIDE CONCRETE WALK WITH ADA RAMPS
HMA PAVEMENT
10-FT EASEMENT FOR WATER MAIN
LOT 2
0.85Ac.
BIKE RACK
EMPLOYEE PARKING
CONCRETE SIDEWALK
12-ft Ornamental Light
LOT 3
1.95 Ac.
1 STORY CAR WASH
19 VACUUM STALLS
6 EMPLOYEE STALLS
PAY STATION
EASEMENT FOR SANITARY SEWER
ILLINOIS ROUTE 59
WARRENVILLE B-2 COMMUNITY RETAIL
RIGHT IN/OUT PER CITY OF AURORA STANDARDS
PARKING LOT LIGHT
STOP AND RIGHT TURN ONLY SIGN W/ STOP BAR
REMOVE EXISTING HMA PATH AND PROVIDE CONCRETE WALK WITH ADA RAMPS
NO LEFT TURN SUGN
DUKE PARKWAY
WARRENVILLE B- BUSINESS

DREAM CLEAN
R. 59 AND DUKE PARKWAY
WARRENVILLE, IL 60555

Prepared For:
Dream Clean Operating Company
605 Graceland Ave.
Wheaton, IL 60187
email- mzavedyuk@dreamcleanow.com

ARCH AMERICA
Phone 847.697.7755
3413 North Rt. 31, Suite 213
Crystal Lake, IL 60012

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REV'd	DATE	REVISION DESCRIPTION	BY
	04/15/25	Revised per City review	

Section-Township-Range
DuPage: 33/34 T 39N R 09E

JOB #	41516	SURV:	CB
DRAWN:	BMB	REVIEW:	SMR
SCALE:	1"=30'	DATE:	02-10-25

SHEET NAME
SITE PLAN

SHEET #
SP-1

E:\ACTIVE-PROJECTS\41516-333909-DuPage\ENGR-BB\FINAL ENGINEERING PLANS\UNIT 6\Dream Clean and Starbucks\41516 Dream Clean.dgn, Model: SP-1, Date: 4/14/2025

EXHIBIT C

PRELIMINARY PUD DOCUMENTS

1. ***Preliminary Site Plan*** (See Exhibit B).
2. ***Preliminary Plat of Subdivision*** (See Exhibit D).
3. ***Civil Engineer Memo*** (See Exhibit E).
4. ***Preliminary Landscape Plan***, consisting of one sheet, prepared by Webster, McGrath & Ahlberg, Ltd., with a latest revision date of April 15, 2025.
5. ***Dream Clean Exterior Elevations and Renderings***, consisting of three pages, prepared by Arch America, dated November 6, 2024.
6. ***Starbucks Renderings,*** consisting of two pages, submitted by Applicant, and undated.
7. ***Dream Clean Sign Package***, consisting of eight pages, prepared by IC Signs & Graphics Inc., and dated February 25, 2025.
8. ***Preliminary Civil Plan***, consisting of one sheet, prepared Webster, McGrath & Ahlberg, Ltd., with a latest revision date of April 15, 2025.
9. ***Auto Turn Exhibit***, consisting of one sheet, prepared by Webster, McGrath & Ahlberg, Ltd., and dated February 10, 2025.
10. ***Photometric Plan***, consisting of three sheets, prepared by Arch America, and dated February 18, 2025.
11. ***Preliminary Architectural Site Plan***, consisting of one sheet, prepared by Arch America, consisting of one photo, and dated April 4, 2025.

Complete copies of the Preliminary PUD Documents are available for review from Community Development Department. All documents listed in this Exhibit C (regardless of whether the document itself is attached to this Ordinance) shall be deemed incorporated by reference, and made a part of, this Ordinance. All documents listed in this Exhibit C are subject to such further revision as may be required to conform to the conditions stated in Section 7 of this Ordinance.

EXHIBIT D

PRELIMINARY PLAT OF SUBDIVISION

DREAM CLEAN RESUBDIVISION
IN THE CITY OF WARRENVILLE, ILLINOIS

IN PART OF SECTION 33 AND SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

PIN
04-33-403-003
04-33-403-006
04-33-403-007
04-33-403-008

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR _____ COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20_____ AT _____ O'CLOCK ___.M.

_____
RECORDER OF DEEDS

_____
PLEASE TYPE/PRINT NAME

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE)SS

I, THE UNDERSIGNED, AS COUNTY CLERK OF DuPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID OR FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND DEPICTED HEREON.

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

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, THIS _____ DAY

OF _____, A.D., 20_____.

_____
COUNTY CLERK

_____
PLEASE TYPE/PRINT NAME

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, HAS REVIEWED AND APPROVED THIS PLAT.

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS, THIS ___ DAY OF _____20___.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, CITY CLERK OF THE CITY OF WARRENVILLE, ILLINOIS HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE CITY COUNCIL OF SAID CITY 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 CITY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE CITY OF WARRENVILLE, ILLINOIS,

THIS _____ DAY OF _____, 20___.

_____
CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

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

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS THIS _____ DAY OF _____, 20___.

_____
CITY ENGINEER

_____
REGISTRATION NUMBER

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE CITY OF WARRENVILLE, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT,

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS THIS _____ DAY OF _____, 20___.

_____
CHAIRMAN

_____
SECRETARY

SCHOOL DISTRICT BOUNDARY STATEMENT

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

THE HE/SHE IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON A PROPOSED PLAT OF SUBDIVISION SUBMITTED TO THE CITY FOR APPROVAL, WHICH LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN AND TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT(S) IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS/ARE:

COMMUNITY UNIT SCHOOL DISTRICT 200, 130 WEST PARK AVE., WHEATON, IL 60189

COMMUNITY COLLEGE DISTRICT: COLLEGE OF DUPAGE 502, 425 FAWELL BLVD. GLEN ELLYN, IL 60137

DATED THIS _____ DAY OF _____, 2017.

_____
OWNER

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF § 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

_____
JOSE RIOS, P.E.

REGION ONE ENGINEER

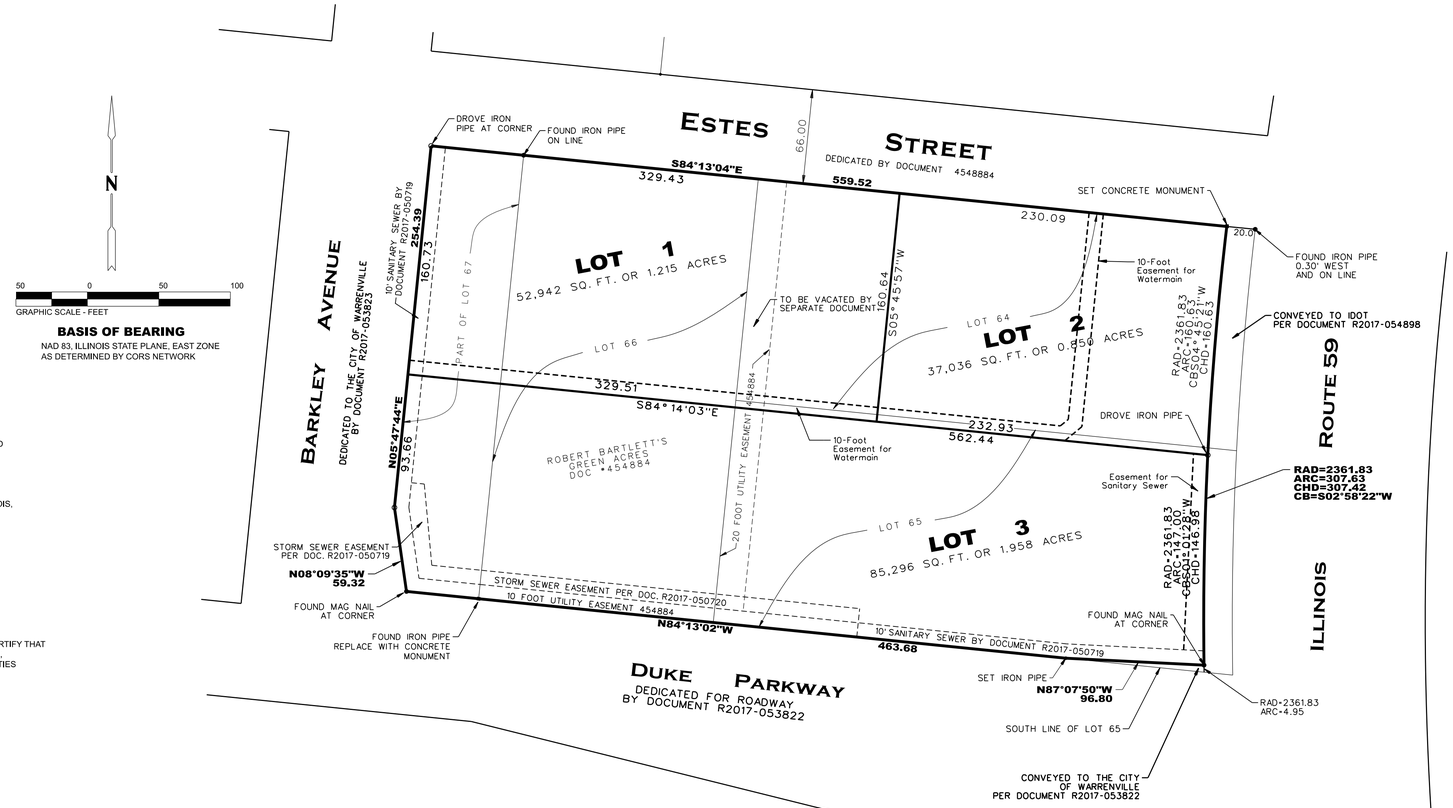
CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, COLLECTOR FOR THE CITY OF WARRENVILLE, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT, INCLUDED IN THE PLAT

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS THIS _____ DAY OF _____, 20___.

_____
CITY COLLECTOR



OWNER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss

THIS IS TO CERTIFY THAT OWNER(S) OF THE LAND HEREIN DESCRIBED OR DULY AUTHORIZED ATTORNEY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF , OR THAT, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION

_____
SIGNATURE AND TITLE

_____
ADDRESS

_____

DATED THIS _____ DAY OF _____, 20____.

AUTHORIZATION TO RECORD

I, JOEL C, VIETTI, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 35-3561, DO HEREBY AUTHORIZE THE CITY OF WARRENVILLE, DUPAGE COUNTY, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDER'S OFFICE IN MY NAME AND IN COMPLIANCE WITH ILLINOIS STATUES CHAPTER 109 PARAGRAPH 2, AS AMENDED.

SIGNED AT WHEATON, ILLINOIS THIS _____ DAY OF _____, A.D., 20__

WEBSTER, McGRATH AND AHLBERG, LTD.

BY:_____

IL, PROF. LAND SURVEYOR NO. 3561
LICENSE EXPIRATION DATE: NOVEMBER 30, 2026
2100 MANCHESTER ROAD, SUITE 203
WHEATON, ILLINOIS 60187
PHONE: (630) 668-7603

ACCESS NOTES

1. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO ILLINOIS ROUTE 59.
2. ALL ACCESS TO ILLINOIS ROUTE 59 SHALL BE FROM INTERNAL CIRCULATION.

ENGINEER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss

THIS IS TO CERTIFY THAT I, A REGISTERED PROFESSIONAL ENGINEER, CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20__..

WEBSTER, McGRATH AND AHLBERG, LTD.

BY:_____
ENGINEER

LICENSE EXPIRATION DATE: NOVEMBER 30, 2025
2100 MANCHESTER ROAD, SUITE 203
WHEATON, ILLINOIS 60187
PHONE: (630) 668-7603

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF_____)SS

_____, AN ILLINOIS LIMITED LIABILITY COMPANY AUTHORIZED TO DO BUSINESS IN ILLINOIS, CERTIFIES THAT IT IS THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON FOR THE USES AND PURPOSES SET FOR AND DOES HEREBY CONSENTS TO THE SUBDIVISION OF SAID PROPERTY AND THE VARIOUS DEDICATIONS, GRANTS, RESERVATION OF EASEMENTS, AND RIGHTS OF WAY SHOWN HEREON.

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

_____
SIGNATURE TITLE

_____
ADDRESS

_____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF_____) SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT SAID INDIVIDUAL DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE OR SHE IS A CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION AND DID AFFIX SAID SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OR HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH IN AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____

A.D., 20____.

BY:_____
NOTARY

_____
PRINT NAME

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE)SS

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG, LTD., HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 64, 65, 66 AND 67 IN ROBERT BARTLETT'S GREEN ACRES, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 33 AND THE WEST HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1943 AS DOCUMENT 454884, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE EAST 20 FEET OF SAID LOTS 64 AND 65 (AS MEASURED ON THE NORTH LINE OF LOT 64 AND ON THE SOUTH LINE OF LOT 65) CONVEYED TO IDOT PER THE PLAT OF DEDICATION RECORDED JUNE 5, 2017 AS DOCUMENT 054898.

AND EXCEPTING THEREFROM A PART OF SAID LOT 65 CONVEYED TO IDOT PER THE PLAT OF DEDICATION RECORDED JUNE 1, 2017 AS DOCUMENT 053822, IN DUPAGE COUNTY, ILLINOIS, BEING FURTHER DESCRIBED AS FOLLOWS;THAT PART OF LOT 65 OF ROBERT BARTLETT'S GREEN ACRES SUBDIVISION, RECORDED AS DOCUMENT 454884, DESCRIBED BY BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 65 WITH A LINE 20 FEET WEST OF AND RADIAL DISTANT FROM THE WESTERLY RIGHT OF LINE OF ILLINOIS ROUTE 59 PER DOCUMENT 321382; THENCE NORTH 84 DEGREES 13 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 65, A DISTANCE OF 97.25 FEET; THENCE NORTH 87 DEGREES 07 MINUTES 50 SECONDS EAST A DISTANCE OF 96.80 FEET TO A POINT ON SAID LINE WHICH IS 20 FEET WEST OF AND RADIAL DISTANT FROM SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTHERLY ALONG SAID LINE WHICH IS 20 FEET WEST OF AND RADIAL DISTANT FROM SAID WESTERLY RIGHT OF WAY LINE, BEING A CURVE TO THE LEFT, HAVING A RADIUS 2361.83 FEET, ARC DISTANCE OF 4.95 FEET, CHORD 4.95 FEET, BEARING SOUTH 00 DEGREES 49 MINUTES 07 SECONDS EAST TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM THAT PART OF LOT 67 DEDICATED FOR BARKLEY AVENUE PER DOCUMENT R2017-053823, IN DUPAGE COUNTY, ILLINOIS.

WE FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF WARRENVILLE WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

WE FURTHER CERTIFY THAT THIS PROPERTY IS WITHIN ZONES "UNSHADED X " (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DESIGNATED BY THE FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR DUPAGE COUNTY AND INCORPORATED AREAS , MAP NUMBER 17043C0129J, WITH AN EFFECTIVE DATE OF AUGUST 1, 2019.

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

GIVEN UNDER MY HAND AND CORPORATE SEAL AT WHEATON, ILLINOIS, THIS _____

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

WEBSTER, McGRATH AND AHLBERG, LTD.

BY:_____

IL, PROF. LAND SURVEYOR NO. 3561
LICENSE EXPIRATION DATE: NOVEMBER 30, 2026
2100 MANCHESTER ROAD, SUITE 203
WHEATON, ILLINOIS 60187
PHONE: (630) 668-7603

LINE LEGEND

———	=	BOUNDARY LINE
———	=	LOT LINE
— — —	=	SETBACK LINE
- - - -	=	EASEMENT LINE
— · — · —	=	SECTION LINE

Rev	Date	Description	By
	04/11/25	ADD EASEMENT AND REV. LOT NUMBER	

WEBSTER, McGRATH & AHLBERG LTD.
WMA
LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
Over a Century of Service to our Clients
2100 Manchester Road, Building A, Suite 203 Wheaton, Illinois 60187
ph: (630)668-7603 web: www.wmaltd.com
Design Firm License No. 184-003101

PLAT OF RESUBDIVISION

LOCATION: NORTHWEST CORNER ROUTE 59 AND DUKE PARKWAY WARRENVILLE, IL

PREPARED FOR: DREAM CLEAN OPERATING CO. LLC. 625 GREENLEAF AVENUE WILMETTE, ILLINOIS 60091 PHONE: 847.989.9287

JOB #:	DATE:	SCALE:
41516	2-4-2025	1"=50'
SURV: CB/JCV	DRAWN: CB/JCV	DESIGN: XXX
FILE #: D-26199 SUB		SHEET #: 1 of 1

$FILE$ $DATE$ $TIME$

E:\ACTIVE-PROJECTS\41516-333909-DuPage\SURV-CL\2025 Dream Clean Topo - Duke Pkwy & Rt 59\41516 Dream Clean Subdivision Plat.dgn, Model: Default, Date: 4/14/2025

EXHIBIT E

ENGINEERING REVIEW MEMO

City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555

(630) 836 3050 tel
(630) 393 1531 fax
www.warrenville.il.us

MEMORANDUM

Date: Apil 30, 2025

To: Dream Clean Holdings, LLC

From: Kristine Hocking, P.E., CFM
Assistant Community Development Director
City of Warrenville

Re: Dream Clean Carwash / Starbucks
Engineering/SWM/Public Works Review #2
PRELIMINARY ENGINEERING - APPROVED WITH CONDITIONS

We have completed our 2ND review for the Dream Clean and Starbucks with regards to the DuPage County Stormwater and Flood Plain Ordinance, Warrenville's Subdivision Control and Ordinance, and Public Works requirements. We have reviewed the following documents related to this project:

1. Preliminary Civil Plan, prepared by WMA, dated April 15, 2025.
2. Site Plan, prepared by WMA, dated April 15, 2025.
3. Arch Site Plan, prepared by ArchAmerica, dated April 4, 2025.
4. Plat of Resubdivision, prepared by WMA, dated April 11, 2025.
5. Photometric Plan, prepared by PG Enlighten, dated February 18, 2025.
6. Landscape Plan, prepared by WMA, dated April 15, 2025.
7. Auto Turn Exhibit, prepared by WMA, dated February 10, 2025.
8. Traffic Impact Study, prepared by KLOA, dated April 17, 2025.

ENGINEERING SUMMARY

ACCESS: Access is provided to the site via Estes, Barkley and Duke Parkway. The Estes right-in and right-out will be upgraded to account for commercial traffic. A new right-in, right-out is proposed on Duke Parkway. A full access is proposed on Barkley Avenue.

STORMWATER DETENTION: Detention has been provided for in the regional stormwater detention pond to the south of Thorton's Gas Station. All storm sewers onsite should be designed to convey the 100-year flow.

BEST MANAGEMENT PRACTICES: The regional stormwater detention pond was planted with native vegetation, which satisfies the Stormwater Ordinance requirement for Best Management Practices.

SPECIAL MANAGEMENT AREAS: There are no special management areas on the site.

SEWER & WATER: There is an existing sanitary sewer and watermain around the site.

EROSION CONTROL: Erosion control measures are required for this development. The Applicant should provide proposed erosion control measures on the final engineering plans with the building permit. Standard City Notes shall be incorporated.

PERMITS: A City of Warrenville Stormwater and Flood Plain Certification is required due to the site disturbance. City of Warrenville Building Permits will be required as each building is constructed. A Notice of Intent (NOI) must be submitted to the Illinois Environmental Protection Agency (IEPA) before the start of construction. A Notice of Termination must be submitted to the IEPA once the site is fully restored. IEPA sanitary sewer and watermain permits will be required.

SITE LIGHTING: A photometric plan was submitted for the entire site including the shared access drive. The fixtures conform to the Zoning Ordinance requirements, however the average footcandles for the shared access drive, parking area, and waiting area all **exceed** the requirements and will have to be updated. ***See comments.***

REVIEW COMMENTS

The reviewed documents have been stamped **"APPROVED WITH CONDITIONS**". Please submit Final Engineering plans and a disposition of the comments with the Final PUD submittal.

GENERAL:

1. Provide Final Engineering Plans which would include but not limited to layout, utilities, grading, erosion control/SWPP, ADA parking spot and access aisle grades, ADA driveway crossing detail and construction details. Plans shall be stamped by Professional Engineer.
2. Provide a final stormwater memo that compares the impervious area assumed in the original stormwater detention calculations to the impervious area of the proposed Starbucks/Dream Clean site plan and make an assumption for the Lot 1 plan.
3. Provide storm sewer calculations for the 100-year flow.
4. Public sidewalk shall be Class SI with a minimum 6.1 bag mix in accordance with Section 1020 of IDOT Standard Specification and shall include fibrous reinforcement of one-half inch length synthetic fiber added at a rate of 1.5 pounds per cubic yard of concrete.
5. Include Estes Street Cross Section detail.
6. Submit a Stormwater Certification Application (attached)
7. Submit any submittal/correspondence with IDOT permitting.
8. Submit any correspondence with Aurora for the RinRout on Duke Parkway (Permit).

PRELIMINARY CIVIL PLAN:

9. Review the ADA parking spots, access aisle, and route to ensure compliance with IAC. Add additional spot grades as necessary.
10. Include revised striping on Route 59 for the right turn lane on final engineering plans.
11. During the building permit, provide a lighting plan with details, conduit, wiring, and connection point to the existing system.

12. To be consistent with the City's Standard Specifications (on City's website), Mac Wrap and external chimney seals will be required on all sanitary manholes, public or private and the water main should be PVC. These shall be noted on the final engineering plans.
13. The valve for the car wash water service should be located as close to the connection to the main as possible and noted on the final engineering plans.
14. Provide a directional signage plan (stop signs, etc).
15. Submit gap analysis for TIF assistance.
16. Include the City's standard erosion control, utility standard specifications, decorative light pole details, sign specs, etc in the final engineering plans. These can be found on the City's Website, under Community Development, Engineering. https://www.warrenville.il.us/291/Engineering

TRAFFIC IMPACT AND CIRCULATION:

17. All previous comments have been addressed. Consider circulation related signage for no right turn on Barkley from site.

PHOTOMETRIC PLAN:

18. Update the photometric plan to conform to the Zoning Ordinance Performance Standards for Illumination.
    a. These uses are considered a 'medium' level of activity and require the average to not exceed 2.0 F/C, with average to minimums between 3:1 and 4:1 and the max to min ratio of around 15:1.
    b. The photometric calculation summary should include labels for the Starbucks parking lot and drive through lane.
    c. Provide cut sheets for the fixtures to ensure full cutoff lenses and horizontal 90 degrees with no option to tilt.
    d. Illumination level at north lot line not to exceed 0.1 f/c except at drive aisle.
    e. Mounting heights shall have a maximum of 26-feet.

SUBDIVISION PLAT:

19. Include provisions for the new 10-Foot Easement for Watermain (public) as well as the provisions for the easement for sanitary sewer (private).

ESTIMATED FEES:

20. Submit an EOPCC. This includes roadway improvements, storm sewer, erosion control, public utilities (watermain), street lighting and landscaping.
21. Stormwater Management Review Fee: $1,500 is required per City code section 8-5-3. This has been paid.
22. Stormwater Inspection Fee: $500 plus 2.5% of EOPCC for Public Improvements (Stormwater Management & Erosion Control).
23. Final Engineering Review and Inspection: Based upon the EOPCC for Public Improvements (Non-Stormwater Management/Erosion Control).

24. Development Security: 110% of the total EOPCC for Public and Stormwater Improvements. This can be a cash bond, Letter of Credit, or a Performance and Payment Surety Bond.
25. Satisfy the recapture agreement obligations under City Ordinance O2017-11. This amount is estimated around $73,000 for the Duke Sewer and Water Recapture and $65,000 for the Duke Roadway Improvement Recapture. Actual amounts will be calculated at time of site development issuance.

PLAN COMMISSION COMMUNITY DEVELOPMENT STAFF REPORT

30W063 AND 30W081 ESTES STREET – DREAM CLEAN / STARBUCKS ZONING RELIEF

May 8, 2025

Project No.

SUP-2025-0011

Applicant

Dream Clean Holdings LLC
625 Greenleaf Ave
Wilmette, IL 60091

Joseph Development LLC
1406 W. Fulton Street
Chicago, Illinois 60607

Property Owner

30W063 Estes Street
Leland M. Stahelin Irrevocable Trust / Michael A. Stahelin Irrevocable Trust
800 Roosevelt Road Build A Ste 120
Glen Ellyn, IL 60137

30W081 Estes Street
City of Warrenville

Subject Property Location & Info

30W063 Estes Street

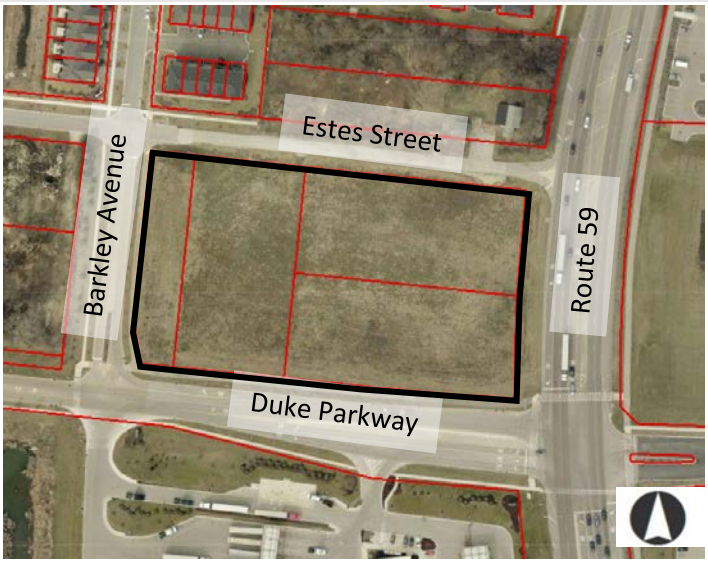
Located on the west side of Route 59 and between Duke Parkway and Estes Street

PINs: 04-33-403-003, 04-33-403-006, 04-33-403-007
Approximate Size: 3.59 acres

30W081 Estes Street (City Parcel)

Located on the east side of Barkley Ave and between Duke Parkway and Estes Street

PIN: 04-33-403-008
Approximate Size: 0.46 acres



LOCATION MAP

PROJECT DESCRIPTION

Mitch Zaveduk on behalf of Dream Clean Holdings LLC and Daniel Abdo on behalf of Joseph Development LLC collectively "the Applicants," are seeking zoning relief to allow the property bounded by Route 59, Estes Street, Barkley Avenue, and Duke Parkway and commonly known as 30W063 and 30W081 (the "Subject Properties") with a Dream Clean car wash, Starbucks drive-through, a development-ready commercial parcel for future development, and related improvements. Project documents are available on the *City Private Development Projects* webpage at:

https://www.warrenville.il.us/969/Dream-Clean-Starbucks-Development

The public hearing for this request began at the March 20, 2025 Plan Commission and Zoning Board of Appeals meeting. The public hearing was continued to the May 8, 2025, Plan Commission and Zoning Board of Appeals meeting. It is important to note that this staff report does not reflect any public input that may be received during the May 8, 2025, public hearing, and therefore should be reviewed with this in mind. Any additional information

Existing Zoning

R-2 Medium-Low Density Single Family Residential

Subarea Plan Designation

Commercial

Approvals Sought

- Rezoning from R-2 Medium-Low Density Single Family Residential to B-2 Community Retail and B-4 Motorist Service;
- Preliminary Plat of Resubdivision;
- Special Use Permit for a drive-through;
- Special Use Permit for outdoor eating & drinking patio;
- Special Use Permit for an automobile laundry;
- Special Use Permit for a Planned Unit Development with code deviations; and
- Preliminary Planned Unit Development plan approval

Attachments

- Attachment A – Zoning Applications
- Attachment B – Revised Subdivision Plat
- Attachment C – Revised Site Plan
- Attachment D – Revised Landscape Plan
- Attachment E – Dream Clean Elevations and Renderings
- Attachment F – Starbucks Renderings
- Attachment G – Dream Clean Sign Package
- Attachment H – Revised Preliminary Civil Engineering Plans
- Attachment I – Auto Turn Exhibit
- Attachment J – Photometric Study
- Attachment K – Revised Traffic Study
- Attachment L – Engineering/SWM/Public Works Review #2
- Attachment M – Sound Impact Study
- Attachment N – Architectural Site Plan

concerning the application that may be provided up to and at the public hearing will need to be reviewed and taken into consideration.

The Plan Commission is responsible for making recommendations to the City Council for the rezoning, plat of subdivision, special use permits, and planned unit development plan with code deviation requests.

BACKGROUND

In November of 2024, the Applicants completed a Courtesy Review for a Dream Clean and Starbucks development. The Plan Commission raised some points of concern including, but not limited to, landscaping, number of vacuums on-site, traffic generated by the use, limiting future uses on the site, signage, hours of operation, native plantings, solar installations, tire air station, and site lighting. Six residents from the Lexington Trace residential development provided testimony in opposition to the project citing the intensity of land use, the number of proposed vacuums, cut-through traffic, future additional uses and their compatibility with the neighborhood, and potential impacts to bike path users and pedestrians.

Based on feedback received at the November 7, 2024, Courtesy Review, the Applicants updated the proposed plans and submitted a formal application for public hearing at the March 20, 2025 Plan Commission meeting. Plan Commissioners provided feedback on the proposed development including, but not limited to, noise concerns, number of vacuum stalls, synergy with adjacent commercial and residential uses, traffic, circulation, and landscaping. Thirteen residents spoke in objection to the project, citing concerns including, but not limited to, safety, compatibility with adjacent residential uses, noise, light pollution, and traffic.

Subsequent to the March 20, 2025, public hearing, the Applicants worked with Community Development Department staff and submitted updated plans based on both staff comments and comments received during the public hearing.

PLAN REVISIONS SUBSEQUENT TO MARCH 20, 2025, PUBLIC HEARING

Below is a list highlighting some of the changes made subsequent to feedback received at the March 20, 2025, public hearing:

- Reduction in the number of vacuum stalls from 20 to 19;
- Additional ornamental trees just north of the westernmost vacuum stalls on the Dream Clean property;

- Relocation of the vacuum utility station from the east side of the car wash building to the south side of the building;
- Narrowed the drive aisle adjacent to the vacuum stalls on the Dream Clean property from 28' to 26';
- Narrowed the car wash stacking lane from 24' to 22';
- Reconfigured Starbucks property access and parking lot layout;
- Additional interior parking lot landscaping for both the Starbucks and Dream Clean properties;
- Added sidewalk connection from Estes Street to Starbucks;
- Reduction in the shared access drive width on Lot 1 from 24' to 22';
- Added prairie grass landscaping on the west side of Lot 3 (Dream Clean property);
- Added Perimeter landscaping on the west side of Lot 3 (Dream Clean property) and the west and north sides of Lot 1 (vacant property).

While not noted in the plans, subsequent conversations with staff resulted in the Applicant agreeing to the following modifications to the site:

- Installation of an 8' tall and 18' long sound wall along the northern side of the exit tunnel of the car wash;
- Reducing signage on the west façade of the building to only and "Exit" sign above the tunnel;
- Installation of a "local traffic only" sign on the Barkley Avenue exit to dissuade cut-through traffic and right turns onto Barkley Avenue;

The Applicant also proposes an updated traffic study in a six-to-twelve-month window following occupancy to determine if there is an impact on traffic in the area and if site adjustments need to be made to reduce its negative externalities.

ANALYSIS

The Applicant is seeking approval of the following zoning relief requests:

- Rezoning of proposed Lot 1 and Lot 2 from R-2 Medium-Low Density Single Family Residential to B-2 Community Retail (**NOTE:** this is a change from the previous staff report);
- Rezoning of proposed Lot 3 from R-2 Medium-Low Density Single Family Residential to B-4 Motorist Service;
- Preliminary Plat of Resubdivision;
- Special Use Permit for a drive-through;
- Special Use Permit for outdoor eating & drinking patio;
- Special Use Permit for an automobile laundry;
- Special Use Permit for a Planned Unit Development; and
- Preliminary Planned Unit Development Plan approval for the proposed development with the following code deviations:

Starbucks Development

1. Front yard setback reduction from 40' to approximately 32.14';
2. Reduce the minimum front yard setback for all other pavement across from residential zoning from 15' to approximately 10.57' on the north side;
3. Reduce the minimum required foundational landscaping from a cumulative of approximately 2,000 square feet to 396 square feet along the north half of the building;

Dream Clean Development

1. Reduce the minimum lot width from 150' to approximately 146.98';

2. Reduce the minimum interior side yard from 10' to approximately 7'2";
3. Reduce the minimum corner side yard setback of pavement across from non-residential zoning from 15' to approximately 7.5'.
4. Reduce the minimum required foundational landscaping from a cumulative of approximately 3,910 square feet to approximately 1,513 square feet located on the north and east sides of the building;

Granting the above zoning relief requests will permit the three-lot development as proposed. Below is a summary of the proposed plans:

Lot 1 (Undeveloped – Future Use To Be Determined)
Aside from a full access point on Barkley Avenue, 22' wide access drive, perimeter landscaping, and connection points to Lot 2 and Lot 3, Lot 1 is proposed to remain undeveloped (see Attachment C and Attachment D). The full access point on Barkley Avenue will be the only route for those customers leaving the site who want to travel northbound on Route 59. The City currently owns a parcel with frontage along Barkley between Estes and Duke that lies between the westernmost limits of Lots 1 and 2 and the Barkley right of way. The City Council has directed City Staff to prepare a Purchase and Sale Agreement for that property pursuant to which the City will only sell the City Parcel to Dream Clean if Dream Clean obtains final approval of the necessary zoning relief for the proposed development. That process is underway. Review and approval of the purchase and sale contract will occur concurrent with any recommendations received by the Plan Commission.

Lot 1 Proposed Land Use Data
Zoning: B-2 Community Retail
Site Area: 1.2 acres

NOTE: Any future development on Lot 1 will require amending the Planned Unit Development plan, which includes a public hearing before the Plan Commission and final action by the City Council.

Since the March 20, 2025, public hearing for this project, the Applicant has included additional perimeter shade tree landscaping along the north property line adjacent to existing residential uses. Installation of landscaping prior to development is not common practice. This will provide additional time for landscaping to mature.

Lot 2 (Starbucks)
Joseph Development proposes a 2,050 square foot Starbucks with drive-through on Lot 3 (see Attachment C). 22 parking spaces, including two ADA spaces, are proposed to serve the site. 15 stacking spaces are proposed to serve the drive-through. Customers will access the site from Estes Street or via Barkley Avenue via a connection with Lot 1. The updated site plan shows a reconfigured parking lot with access moved westward on Estes Street to line up with the proposed one-way drive aisles.

The Starbucks building itself measures approximately 39' by 56' with a 5' extension for a pick-up window on the north side. Building materials include brick, stucco, panels, windows, and canopies (see Attachment F). The building uses a brown and beige color scheme. Fencing is proposed around the rear of the building (east side) to screen utilities. An approximately 650 square foot patio is located on the south side of the building. A nine-foot-wide sidewalk is proposed to serve the perimeter of the building. One menu board and one monument sign are proposed. Other sign details are not yet provided, but will be provided with building and engineering plan/permit submittals.

Joseph Development LLC proposes four street trees, shrubs, and perennial plantings along Route 59 (see Attachment D). Six trees are proposed to be planted in parking lot landscaping islands. Four shade trees and seventeen ornamental trees are proposed around the remainder of the site including near the patio, landscape peninsula at the southwest corner of the property, around the proposed dumpster enclosure, and at the northwest corner of the property. Since the March 20, 2025, public hearing, the Applicant updated the landscape plan to meet planting size requirements, added more landscaping south of the proposed patio, and updated landscaping to accommodate the adjusted parking lot and access configuration. A mix of shrubs and perennials will fill out the remainder of the site.

Lot 2 (Starbucks) Proposed Land Use Data

Zoning: B-2 Motorist Service District with a drive-through special use permit
Site Area: 0.85 acres
Building Area: ~2,050 square feet
Parking Provided: 22 spaces (including 2 ADA spaces)
Car Stacking Provided: 15 cars

Lot 3 (Dream Clean Car Wash)

Dream Clean proposes a 6,500 square foot car wash and related improvements on Lot 3 (see Attachment C). 19 vacuum stalls and eight employee parking spaces, including an ADA stall and an accessible vacuum stall, serve the site. Two parking stalls are proposed next to a tire inflation station located at the northwest corner of the developed portion of the lot. Cars will queue in the double-wide, approximately 360-foot-long queueing lane designed to accommodate 37 cars. Customers may access the site from Duke Parkway or Barkley Avenue via a connection with Lot 1.

The car wash building measures approximately 152’ by 42’ with a maximum height of 34’ 10.5” at the entrance of the wash near Route 59 (see Attachment E). The building design incorporates a mix of materials including stone masonry veneer, brick, aluminum siding, and windows. The color scheme includes shades of blue, gray, and brown. Wall signs are proposed on all sides of the building; 90 square foot signs on the north and south facades and a 60 square foot sign on the east façade. The Applicant agreed to remove the west façade sign for a generic “Exit” sign after feedback received at the March 20 public hearing. Two menu boards, seven small convenience and directional signs, and one eight-foot-tall monument sign with message board is proposed on the southwest corner of the property (see Attachment G).

Trees are proposed throughout Lot 3 including six near the access point on Duke Parkway, three along Route 59, eight trees throughout the parking lot and queueing lane, and two near the car wash building exit. 15 ornamental trees are proposed on the north side of the car wash building. Additional trees and landscaping are proposed to fill in the area between the access drive and the westernmost vacuum stalls. The Applicant proposes shrubs, grasses, and ornamental trees are proposed to fill out the remainder of the site (see Attachment D).

Lot 3 (Dream Clean Car Wash) Proposed Land Use Data

Zoning: B-4 Motorist Service District with an automobile laundry Special Use Permit
Site Area: 1.95 acres
Building Area: 6,500 square feet
Parking Provided: 8 spaces (including one ADA space)
Vacuum Stalls: 21 spaces (including one accessible space)
Car Wash Stacking Provided: 37 cars

PUBLIC RIGHT-OF-WAY IMPROVEMENTS

The Applicants are proposing a revised right in / right out at the intersection of Route 59 and Estes Street (see Attachment C). Currently a rural cross section, Estes Street will be upgraded with full curb and gutter. The Applicants propose to install sidewalk along the south side of Estes Street and along Route 59. Twelve street trees are proposed along the south side Estes Street. All elements of the proposed development will be served by existing water and sewer utilities located along Duke Parkway, Barkley Avenue, and

I. PRELIMINARY PLAT OF RESUBDIVISION (Requires a public meeting and ultimately a Plan Commission recommendation to the City Council)
The Applicants are requesting approval of a Preliminary Plat of Resubdivision (see Attachment B), which contemplates the consolidation and resubdivision of the Subject Properties into three lots of record – Lot 1 (undeveloped parcel and access road off Barkley Avenue), Lot 2 (Starbucks), and Lot 3 (Dream Clean). This subdivision will facilitate the proposed development, allow separate ownership of lots, and create a new undeveloped lot for a future user.

II. REZONING (Requires a public hearing and ultimately a Plan Commission recommendation to the City Council)
In recommending approval or conditional approval of a **zoning map amendment (rezoning) to rezone proposed Lots 1 and 2 from R-2 Medium-Low Single Family Residential to B-2 Community Retail and proposed Lot 3 from R-2 Medium-Low Single Family Residential to B-4 Motorist Service**, the Plan Commission shall transmit to the City Council written findings of fact that all of the conditions below apply to the application. In granting approval or conditional approval, the City Council shall similarly find that all of the following conditions apply in the ways listed below (Community Development Department staff responses are in *italics*):

1. Compatible with Use or Zoning of Environs
   The proposed use(s) or the uses permitted under the proposed zoning classification are compatible with existing uses or existing zoning of property in the environs.
   Proposed Lots 1, 2, and 3 are surrounded by residentially zoning properties to the north and west, B-2 Community Retail across Route 59, a major arterial street, to the east, and B-4 Motorist Service (Thorntons gas station) to the south. However, the subarea plan also identifies that "commercial" designated properties within the subarea should be rezoned to B-4 Motorist Service. The proposed rezoning will result in Lots 1 and 2, the future development lot and Starbucks lot, respectively, as B-2 Community Retail and Lot 3, the Dream Clean car wash, as B-4 Motorist Service. The existing R-2 Medium-Low Density Single Family Residential zoning is a legacy zoning established prior to the approval of the Southwest District Subarea Plan. Today, the subject property has immediate proximity to a signalized intersection at IL Route 59 (major arterial street) and upgraded roadway and utility infrastructure. Development of the surrounding area has been consistently guided by the Southwest District Subarea Plan. Furthermore, the proposed mix of B-2 and B-4 zonings will result in B-2 Community Retail zoning providing a buffer between the proposed B-4 zoning and the existing residential zoning to the north and west of the Subject Properties.

2. Supported by Trend of Development
   The trend of development in the general area since the original zoning of the affected property was established supports the proposed use of zoning classification.
   The Subject Properties and those properties to the west were annexed into the City in the 1970's. Upon annexation, these properties were large lot single family homes and farmland. To guide development of the Subject Properties and surrounding area, and to address development opportunities brought about by increased traffic on Route 59 and demand for commercial and residential development, the City adopted the Southwest District Subarea Plan in 2016. This

document was created through a comprehensive study of natural features, infrastructure, market conditions, traffic systems, etc. The planning process included public input, hearings, and adoption by the City Council. The plan provides future land use designations for properties within the district, as well as recommendations for roadway improvements, including the signal now installed at Duke Parkway and IL Route 59. In the years since adoption of the plan, much of the Southwest District has been redeveloped and that redevelopment has largely followed and been consistent with the land use designations for future development provided in the plan. Specifically, the development of the Lexington Trace residential project, Thorntons gas station, Everton Townhomes, Everton Flats, and Everton commercial (among other projects farther from the Subject Properties) were all supported by the Plan.

The Subject Properties are designated as commercial uses in the Southwest District Subarea Plan. The Southwest District Subarea Plan defines commercial uses as including restaurants, small scale retail stores, hotels, and personal services. The designation reflects the Subject Properties direct access to a signalized intersection, marketable commercial frontage along IL Route 59 aligned with similar uses proposed directly across the street in Everton, and proximity to buffer the Lexington neighborhood from the more intensive commercial (e.g. Thorntons) and light industrial uses to the south and west of the Subject Properties. Similarly, the Thorntons parcel was rezoned from R-2 Medium-Low Density Single Family Residential to B-4 Motorist Service to accomplish the development goals of the subarea plan. The proposed rezoning from residential to commercial in accordance with the Plan is consistent with the trend of development in the surrounding area. Applicants' revised request, based on community feedback at the Public Hearing, to rezone the northern and westernmost properties to B-2, Community Retail, restricts the intensity of permissible commercial activity (as compared to B-4 Motor Services District) adjacent to the residentially zoned lots to enhance the transition between more intensive commercial and light industrial uses and the residential areas beyond.

3. Consistent With Comprehensive Plan Objectives
   The proposed use or zoning classification is in harmony with the objectives of the Comprehensive Plan of the City as viewed in light of any changed conditions since its adoption.
   The proposed rezoning is consistent with the land use designation outlined in the Southwest District Subarea Plan.

4. Furthers Public Interest
   The proposed use or zoning classification promotes the public interest and not solely the interest of the applicant.
   Staff believes the proposed uses and rezonings will further the goals outlined in the Southwest District Subarea plan by allowing the development the Subject Properties with commercial uses that will also include improvements to streetscape, high quality building designs, and a site plan with a synergy of uses.

III. SPECIAL USE PERMITS (Requires public hearing and ultimately a Plan Commission recommendation to the City Council)
In recommending or granting approval or conditional approval of **Special Use Permits for an automobile laundry, drive-through, outdoor drinking & eating patio, and Planned Unit Development**, the City Council and Plan Commission shall prepare written findings of fact that on the basis of the characteristics listed Table 7C, titled "Approval Criteria for Special Uses" and any conditions recommended to be part of the approval -- the proposed use will be compatible with existing uses in the area, and with Permitted Uses in the zoning district, in the ways listed and described below (Community Development Department

staff responses are in *italics.* **Note:** staff responses assume the Subject Properties are rezoned as proposed):

1. Traffic
   Any adverse impact of types or volumes of traffic flow not otherwise typically in the zoning district has been minimized.
   Staff does not believe that the proposed special uses will result in types or volumes of traffic not consistent with the underlying zoning or consistent with commercial uses along Route 59. Applicants' KLOA Traffic Impact Study has determined that the existing roadway system will not be significantly impacted by the proposed development.

   To minimize potential cut-through traffic, the Applicants are willing to install "local traffic only" signs on Barkley Avenue. During peak hours and after storm events (which traditionally bring additional customers to a car wash), Dream Clean proposes traffic control measures such as limiting site access to the Barkley Avenue entrance to maximize on site stacking. A second traffic study performed six to twelve months after the car wash and Starbucks are both open could identify any unforeseen traffic issues. Staff recommends that the special use permits be conditioned upon Applicants performing this follow-up traffic study and Applicants' willingness to take commercially reasonable steps to alleviate any identified issues. The Applicants are also willing to comply with this condition. The Applicant confirmed that no semi-trucks will make deliveries to either proposed business.

2. Environmental Nuisance
   Any adverse effects of noise, glare, odor, dust, waste disposal, blockage of light or air, or other adverse environmental effects of a type or degree not characteristic of Permitted Uses in the zoning district, have been appropriately controlled.
   *Based on Applicants' submissions, Staff does not believe the proposed special uses will create environmental nuisances not characteristic of permitted uses in the proposed underlying zoning districts. The Thunder Hearing & Sound Study concluded that the proposed uses will result in noise consistent with the Zoning Ordinance's Performance Standards (see **FIGURE 6** of the Thunder Hearing and Sound Study). Ambient Route 59 sounds range from approximately 50-60 dBa. The projected sound level of the car wash is approximately 50 – approximately 58 dBa. To further reduce sound pollution, Staff recommends that approval of the auto laundry special use be conditioned upon the installation of an 8' tall by 18' long sound wall on the north side of the car wash exit, which is to be shown on the final plan of planned unit development. Applicants have stated a willingness to comply with this condition. This wall will further buffer the primary noise generation point (vehicle exit from car wash dryers).*

   Regarding lighting, it is a condition of approval that the final photometric plan shall meet City Zoning Ordinance standards. Please refer to Applicants' response to the standards attached as Attachment A.

   Applicant has stated that the project will not produce unwanted odor, dust, or waste to a greater degree than permitted uses in the underlying proposed zoning districts. Staff has not identified any concerns regarding these issues. The car wash uses water recycling technologies and environmentally friendly cleaning and finishing products. In addition, the sites include native plantings and newly required EV Charging stations.

3. Neighborhood Character

The proposed use will fit harmoniously with the existing natural or man-made character of its surroundings and with Permitted Uses in the zoning district. The uses will not have undue deleterious effect on the environmental quality, property values, or neighborhood character already existing in the area or normally associated with Permitted Uses in the district.
Staff believes the proposed special uses will fit harmoniously with the existing context of the neighborhood. The development will buffer and transition more intensive activities at the Thorntons and nearby industrial/warehousing uses from the residential areas to the north. The uses balance the pattern of development on the east and west sides of IL route 59 in this area. The existing neighborhood character was guided by the Southwest District Subarea Plan. The proposed uses are consistent with the goals of the plan.

4. Public Services and Facilities
   The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of Permitted Uses in the district, nor generate disproportionate demand for new services or facilities as compared with the Permitted Uses, in such a way as to place undue burdens upon existing development in the area.
   The proposed special uses will not require public services and facilities to a degree disproportionate to that normally expected of Permitted Uses nor will it generate a disproportionate demand for new services or facilities. The proposed car wash will use water reclamation, water recycling, and reverse osmosis technologies to ensure water quality and reduce impact on City water and sewer facilities.

5. Public Safety and Health
   The proposed use will not be detrimental to the safety or health of the employees, patrons, or visitors associated with the use nor of the general public in the vicinity.
   Staff does not believe that the proposed special uses will be detrimental to public health or safety of employees, patrons, nor visitors of the proposed uses.

6. Other Factors
   The proposed use is in harmony with any other elements of compatibility pertinent in the judgment of the Commission or Council to the particular Special Use or its particular location.
   Staff believes that the proposed special uses are compatible with the Subject Properties' existing context as compatible with the amount and type of traffic generated on Route 59, compatible with the Southwest District Subarea Plan commercial use designation, and surrounding trend of development guided by the Southwest District Subarea Plan.

IV. PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN WITH DEVIATIONS APPROVAL (requires a public hearing before the Plan Commission and ultimately a recommendation to the City Council)
In recommending approval or conditional approval of a Preliminary/Final Plan for a Planned Unit Development (PUD), the Zoning Ordinance requires the Plan Commission to transmit to the City Council written findings of fact that the application meets all of the criteria below or will meet them when the Commission's conditions are fulfilled. The City Council shall, in granting approval or conditional approval, also find that all of the following criteria are met or will be met when the conditions to which the approval is made subject are fulfilled. (Community Development Department staff responses are in *italics*):

1. SUPERIOR DESIGN
The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable

zoning district and subdivision regulations, and solely on this basis modifications to the use and design standards established by such regulations are warranted.
By developing under one Planned Unit Development, the Subject Properties will share an internal roadway and access points, without which commercial development of the Subject Properties would not be possible. The properties will also share consistent landscaping that may not be achieved if developed separately. The proposal allows a portion of the Subject Properties to be set aside as a prairie grass amenity at the west end of proposed Lot 3. The proposed buildings use high quality building materials, such as brick and stone masonry, and include architectural features such as windows, flat and pitched roof designs, canopies, and a patio. Therefore, Staff believes the proposed three lot subdivision and development represents a higher standard of design and amenity required of a Planned Unit Development and of development in the Southwest District Subarea than would be possible under the otherwise applicable zoning districts and therefore justify the proposed modifications and deviations.

2. MEETS PUD REQUIREMENTS
The PUD meets the requirements for Planned Unit Developments set forth in this Ordinance, and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.
*The PUD meets the requirements for planned developments provided that the Applicant is under contract for the purchase of the City Parcel before making an application for final planned unit development approval . All of the requested deviations, which are outlined in the **ANALYSIS** section, are permitted deviations by Section 8.C of the Zoning Ordinance. The deviations further a superior design and amenity in the proposed development by focusing development closer to Route 59, away from existing residential uses. Staff believes the proposed landscaping and prairie grass provide amenity consistent with PUD standards.*

3. CONSISTENT WITH CITY PLAN
The PUD is generally consistent with the objectives of the City Comprehensive Plan as viewed in light of any changed conditions since its adoption.
The proposed planned unit development is consistent with the Southwest District Subarea Plan, the most recently adopted subarea plan guiding development of the Subject Properties, which has identified the Subject Properties to be development with commercial uses. It is also consistent with the plan because the plan encourages comprehensive, unified development with consistent landscaping, architectural elements, high quality building materials, and interconnected internal drive networks, all of which are proposed as part of the development.

The 1984 Comprehensive Land Use Plan designates the Subject Properties for office/research uses for 30W063 Estes Street and single family residential for 30W081 Estes Street. However, the existing context has changed since the adoption of the 1984 Comprehensive Land Use Plan, including addition of Barkley Avenue bisecting 30W081 Estes Street. Based on its recency and established relevance in guiding development of the Southwest District, staff believes the land use designation and development guidelines should be prioritized in consideration of this development.

4. PUBLIC WELFARE
The PUD will not be detrimental to the Public health, safety, morals, or general welfare.
Staff has not identified any concerns regarding the proposed Planned Unit Development's effect on public health, safety, morals, nor general welfare of residents, employees, and visitors.

5. COMPATIBLE WITH ENVIRONS

Neither the PUD nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property.
Based on the information available, the proposed planned unit development plans will not be injurious to the use and enjoyment of other properties in the vicinity, seriously impair property values in the neighborhood, nor impede orderly development of the surrounding property.

6. NATURAL FEATURES
The design of the PUD is as consistent as practical with the preservation of natural features of the site such as flood plains, steep slopes, natural drainage ways, or other areas of sensitive or valuable environmental character.
There are no natural features on the property with which to be consistent or to be preserved. The Applicant proposes to install a prairie grass amenity at the west end of proposed Lot 3.

7. CIRCULATION
Streets, sidewalks, off-street driveways, and off-street loading as appropriate to the planned land uses are provided. They are adequate in location, size capacity, and design to ensure safe efficient circulation of automobiles, trucks, garbage trucks, and snow plows as appropriate without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD, or unduly interfering with the safety or capacity of adjacent streets.
The proposed circulation infrastructure will likely adequately serve the development. A right in / right out access point will be provided on Duke Parkway, a full access point is proposed for Barkley Avenue, and a full access point on Estes Street. The access points were located based on site constraints and an existing intergovernmental agreement with the City of Aurora pertaining to Duke Parkway. Regarding off-site traffic impact, staff and the City's traffic consultant generally concur with the KLOA Traffic Impact Study that indicates that no further traffic control devices nor changes to traffic infrastructure will be required based on the impact of this development. The Applicant stated openness to completing another traffic impact study six to twelve months out to assess the impact of the development on adjacent traffic and if site adjustments or traffic control measures are necessary. This will be documented as a condition of approval set forth in the ordinance approving the final planned development and in the development agreement(s) between the Applicants and the City.

8. OPEN SPACES AND LANDSCAPING
The quality and quantity of public and common open spaces and landscaping provided are consistent with the higher standards of design and amenity required of a PUD. The size, shape, and location of a substantial portion of the total public and common open space provided in residential areas render it useable for recreation purposes.
Staff believes the proposed open space and landscaping are consistent with the higher design standards and amenity required of a Planned Unit Development. The Applicant updated the landscape plan to include additional internal landscaping around the car wash, perimeter landscaping along the perimeter of the entire site, and adjustments to no longer require landscape relief for internal parking lot landscaping.

9. COVENANTS
Where individual parcels are to be later sold, adequate provision has been made in the form of deed restrictions, homeowners or condominium associations, or the like for:

a. The preservation and maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas, and other common elements not to be dedicated to the City or another public body

b. Such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD Plan, such provision to be binding on all future ownership.

Covenants for cross access easements, shared spaces, and maintenance shall be prepared by the Applicant in a form acceptable to the City Attorney and approved by the City Council. The Covenants will be recorded against the Subject Properties.

10. PUBLIC SERVICES

The land use and improvements are consistent with the anticipated ability of the City to support police and fire protection, water supply, sewage disposal, and other public facilities and services without placing undue burden on existing residents and businesses.

The Applicant will be upgrading Estes Street to full curb and gutter with related sidewalk and landscaping. The Applicant will also install sidewalk along Route 59. The proposed Planned Unit Development plan is consistent with the City's capacity to serve the site with emergency services, water, sewer, and other public facilities without placing an undue burden on existing residents and businesses.

11. PHASING

Each development phase of the PUD can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed. The provision and improvement of public or common area improvements, open spaces, and amenities—or the provision of financial sureties guaranteeing their improvement—is phased generally proportionate to the phasing of the number of dwelling units or amount of non-residential floor area.

The Applicant indicated that grading, site work, public improvements, internal access drives, landscaping, and the Lot 2 and Lot 3 developments (Dream Clean and Starbucks) will be completed as a single phase. The development of Lot 1 will take place in a future phase 2.

V. CITY STAFF REVIEW COMMENTS AND CONDITIONS

Planning and Zoning

Planning and zoning staff reviewed the proposal and have the following review comments:

General Comments

- The final planned unit development landscape plan shall include a maintenance calendar as per 11.C.9;
- The final landscape plan shall include lot labels are consistent with the proposed Plat of Resubdivision.
- The City codified electric vehicle amendments that require the Starbucks proposal to install 2 level two electric vehicle charging stations. This shall be included in the application for Final Planned Unit Development approval;
- An updated traffic impact study shall be submitted to the City after 12 months of occupancy of the proposed uses.
- Signs for both the Dream Clean and Starbucks developments shall meet Sign Ordinance code requirements.
- Dream Clean must be under contract for the purchase of the City Parcel before submitting for final approvals.
- Required development agreement(s) shall be prepared and executed in a form acceptable to the City Attorney prior to City Council Final Action on the Final Plan Development Approvals

Lot 2 (Starbucks)

- Provide elevation plans for the proposed development, with all materials labeled, upon application for Final Planned Unit Development approval. Plans should show the location and height of any rooftop mechanical units so staff can confirm screening by the parapet wall;
- Provide a sign package upon application for final planned unit development approval;
- Provide a detail for the proposed dumpster enclosure upon application for final planned unit development approval;

Lot 3 (Dream Clean)

- Provide data from existing locations that support the approximately 360' long queueing lane;
- Ground and directional signage shall be updated to meet the maximum size requirement (3 square feet);

Engineering and Public Works

Engineering and Public Works staff worked with the Applicant to identify required public improvements for this project. Engineering and Public Works review comments are found in the Engineering/SWM/Public Works Review #2 memo dated April 30, 2025 (see Attachment L). Engineering and Public Works comments include noting the required public improvements on Barkley Avenue and Estes Street, drive aisle width reduction, and reduction in length of the car wash queue.

Warrenville Fire Protection District

The Warrenville Fire Protection District (WFPD) has reviewed the documents and shared comments with the Applicant related to internal turning radius, emergency access to the drive-through lane, and fire protection systems. The WFPD has no objections to the project request.

Building Department

The Building Department does not have comment at this time.

CONCLUSION

Contingent upon feedback received at the May 8, 2025, public hearing, staff recommends the Plan Commission recommend City Council approval of the Preliminary Plat of Subdivision, Preliminary Planned Unit Development Plan, and conditional approval of Rezoning and Special Use Permits for the Dream Clean and Starbucks development at 30W063 and 30W081 Estes Street in accordance with CITY STAFF REVIEW COMMENTS AND CONDITIONS outlined in the May 8, 2025, Community Development Department staff report.

Attachment A – Zoning Applications
Attachment B – Revised Subdivision Plat
Attachment C – Revised Site Plan
Attachment D – Revised Landscape Plan
Attachment E – Dream Clean Elevations and Renderings
Attachment F – Starbucks Renderings
Attachment G – Dream Clean Sign Package
Attachment H – Revised Preliminary Civil Engineering Plans
Attachment I – Auto Turn Exhibit
Attachment J – Photometric Study
Attachment K – Revised Traffic Study
Attachment L – Engineering/SWM/Public Works Review #2
Attachment M – Sound Impact Study

Attachment N – Architectural Site Plan

ORDINANCE NO. O2025-28

AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH DCCW WARRENVILLE, LLC FOR THE SALE OF CITY-OWNED PROPERTY LOCATED AT 30W081 ESTES STREET

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time ("***TIF Act***"); and

WHEREAS, pursuant to its powers and in accordance with the TIF Act, and pursuant to Ordinance Nos. 3032, 3033, and 3034, adopted October 3, 2016, which are incorporated into this Ordinance by reference, the Warrenville Southwest/Route 59 Corridor Tax Increment Financing District (***"TIF District"***) was formed as a TIF district for a 23-year period; and

WHEREAS, the City is the owner of at certain 19,911-square-foot parcel of real property, and all appurtenances thereto, located on Barkley Avenue between Estes Street and Duke Parkway, commonly known as 30W081 Estes Street, Warrenville, Illinois, , and legally described on ***Exhibit A***, attached to and made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property, which is currently vacant and unimproved, is located within the TIF District; and

WHEREAS, pursuant to and in accordance with the TIF Act, the Ordinances establishing the TIF District, and the City's home rule authority, the Corporate Authorities of the City are empowered under Sections 4(c) of the TIF Act, 65 ILCS 5/11-74.4-4(c), to convey real property owned by the City within the TIF District in furtherance of the Redevelopment Plan and Project for the TIF District, including for the conveyance of the Property; and

WHEREAS, the City desires to convey the Property in furtherance of the Redevelopment Plan and Project for the TIF District to DCCW Warrenville, LLC (***"Buyer"***); and

WHEREAS, the City desires to convey the Property to the Buyer on the terms set forth in a purchase and sale agreement (***"Agreement"***); and

WHEREAS, prior to adoption of this Ordinance, the City published notice of the proposed conveyance of the Property, made public disclosure of the terms of the disposition, and invited alternative bids and proposals; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City to convey the Property to the Buyer to ensure that redevelopment within the TIF District continues;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Ordinance as if fully set forth in this Ordinance.

SECTION 2: Approval of Agreement. The Mayor and the City Council hereby approve the Agreement with the Buyer for the conveyance of the Property from the City to the Buyer, in substantially the form attached to this Ordinance as ***Exhibit B***, and in a final form to the approved by the City Administrator and the City Attorney. The Mayor, City Clerk, and City Administrator are hereby authorized and directed to convey the Property pursuant to the terms and conditions of the final Agreement.

SECTION 3: Authorization to Execute Documents. The Mayor and the City Clerk are hereby authorized to execute and seal, on behalf of the City, the final Agreement and the Mayor, City Administrator, City Clerk, and City Attorney, and such other officials as may be necessary, are hereby authorized to execute all agreements, legal instruments and other documents required to effectuate the intent of this Ordinance.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 67 IN ROBERT BARTLETT'S GREEN ACRES, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 33 AND IN THE WEST 1/2 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DEDICATED FOR RIGHT-OF-WAY PURSUANT TO ORDINANCE RECORDED JUNE 1, 2017 AS DOCUMENT NUMBER R2017-053823 IN DUPAGE COUNTY, ILLINOIS.

PIN: 04-33-403-008
Commonly known as: 30W081 Estes Street, Warrenville, Illinois

EXHIBIT B

AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT
By and Between

CITY OF WARRENVILLE, an Illinois municipal corporation

and

DCCW WARRENVILLE, LLC, a Delaware limited liability company

Property:

TIF District #4 – Southwest/Route 59 Corridor– an approximately 19,911 square foot parcel of vacant land located on Barkley Avenue between Estes Street and Duke Parkway, Warrenville, Illinois.

PIN:04-33-403-008
Commonly known as: 30W081 Estes Street, Warrenville, Illinois

TABLE OF EXHIBITS

EXHIBIT A	--	Legal Description of the Property
EXHIBIT B	--	Legal Description of the Adjacent Property
EXHIBIT C	--	Proposed Tentative Plat of Subdivision
EXHIBIT D	--	Proposed Development Plan

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("***Agreement***") is made and entered into as of the Effective Date (as defined in Section 15 below), by and between the **CITY OF WARRENVILLE**, an Illinois municipal corporation ("***City***"), and **DCCW WARRENVILLE, LLC**, a Delaware limited liability company ("***Dream Clean***") (collectively, City and Dream Clean are the "***Parties***", and individually a "***Party***").

Section 1. Recitals.

A. City is the record owner of an approximately 19,911 square foot parcel of real property located east of and on Barkley Avenue between Estes Street and Duke Parkway, Warrenville, Illinois, commonly known as 30W081 Estes Street, and as legally described in the attached **Exhibit A** ("***Property***").

B. Dream Clean is the contract purchaser of approximately 3.6 acres of real property located directly adjacent to and east of the Property, commonly known as 30W063 Estes Street, Warrenville, Illinois, and legally described in the attached **Exhibit B** (the "***Adjacent Property***").

C. Dream Clean and Joseph Development ("***Joseph Development***") have entered into an agreement pursuant to which Joseph Development will purchase from Dream Clean an approximately 0.85-acre portion of the Adjacent Property located at the corner of Illinois Route 59 and Estes Street, and depicted and labeled as Lot 2 on the proposed tentative plat of subdivision attached as **Exhibit C** (the "***Retail Site***").

D. The Property and the Adjacent Property are collectively referred to herein as the "***Development Property***". Dream Clean and Joseph Development are collectively referred to herein as "***Developer***".

E. Developer intends to acquire the Development Property and develop it a manner consistent with the City's Southwest District Plan, which is a part of the City's Comprehensive Plan for the area ("***Development***"). The proposed Development Plan, attached as **Exhibit D**, includes a conceptual site plan, conceptual plat of subdivision ("***Conceptual Plat***"), and conceptual elevation rendering that provide a general depiction of the Development. The Development will incorporate, without limitation, the following attributes:

1. An approximately 2,050-square-foot commercial building designed to accommodate a drive-through coffee shop or similar use, featuring a covered patio area at the southwest corner of Estes Street and Route 59 with outdoor seating, approximately 22 parking stalls, and associated landscaping and access drives on the Retail Site;

2. A commercial building to accommodate an approximately 6,500-square-foot car wash facility, with a stacking lane, approximately six employee parking stalls at the northwest corner of Duke Parkway and Route 59, and approximately 20 vacuum stalls on the Adjacent Parcel (the "***Car Wash Site***"), which Car Wash Site is labeled Lot 3 on the Conceptual Plat and will be accessed via a right-in/right-out access point on Duke Parkway and a full access point on Barkley Avenue;

3. An approximately ¾-acre area designated as "future development" intended to accommodate a daycare, medical office, fitness center or other

commercial use, with associated parking, outdoor space, landscaping, and access drives on the Adjacent Parcel (the "***Future Commercial Site***"), which Future Commercial Site is labeled Lot 1 on the Conceptual Plat; and

4. Storm water detention facilities, as required, on the Car Wash Site; and

5. Public improvements, including a sidewalk on the south side of Estes Street between Barkley Avenue and Route 59; a sidewalk on the west side of Route 59 between Estes Street and Duke Parkway; widening of Estes Street; reconstruction of a right-in, right-out of Estes Street at Route 59; City standard lighting along the multi-use path on east side of Barkley Avenue and north side of Duke Parkway and along the sidewalk on the south side of Estes Street and along the west side of Route 59; water, storm and sanitary sewer main extension (as necessary); and other public improvements (collectively, the "***Public Improvements***").

F. City and Dream Clean desire to enter into this Agreement in order to memorialize their respective rights and responsibilities regarding the conveyance of the Property.

G. City and Dream Clean acknowledge and agree that City, as a municipal entity, cannot execute this Agreement unless and until it is approved by a duly adopted ordinance at a regular or special meeting of the Warrenville City Council ("***City Council***").

Section 2. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement as substantive terms of this Agreement.

Section 3. Sale of Property.

A. City agrees to sell to Dream Clean, and Dream Clean agrees to purchase from City, upon the terms and conditions set forth in this Agreement, fee simple title to the Property, together with (i) all privileges, rights, easements, hereditaments and appurtenances thereto belonging, (ii) all right, title and interest of City in and to any streets, alleys, passages and other rights of way included therein, and (iii) any improvements located upon the Property.

B. **Purchase Price:** The purchase price for the purchase of the Property by Dream Clean is $90,000.00 ("***Purchase Price***"). The Purchase Price will be paid by Dream Clean to City on the Closing Date, subject to the prorations and adjustments set forth herein, by wire transfer or other immediately available funds.

C. **Earnest Money and Escrow.** Within three business days after the Effective Date, Dream Clean will deposit the amount of $15,000.00 as earnest money ("***Earnest Money***") with Chicago Title Insurance Company ("***Title Company***"), 10 S. LaSalle St., Chicago, Illinois 60603, to be held in escrow (***"Closing Escrow"***) pursuant to mutually acceptable strict joint order escrow instructions.

D. **Interest on Earnest Money.** None, unless Dream Clean pays the Title Company investment fees, in Dream Clean's sole discretion.

Section 4. Property Information, Title and Survey.

A. **Property Information:** Within five business days after the Effective Date, City will deliver to Dream Clean copies of all of the following pertaining to the Property to the extent such

items are in its possession or control (and not previously delivered to Dream Clean): (i) title insurance policies; (ii) existing survey(s); and (ii) any environmental reports or wetlands studies (collectively, "***Deliveries***"). City makes no representation or warranty regarding accuracy or completeness of the Deliveries or the content or subject matter thereof.

B. **Title Commitment.** Within 10 business days after the Effective Date, City will instruct the Title Company to issue a title commitment for an owner's policy of title insurance ("***Title Commitment***") and deliver the Title Commitment and copies of all underlying title documents listed therein to Dream Clean.

C. **Surveys and Plats.**

1. **Survey.** Within 30 days after the Effective Date, Dream Clean, at its sole cost and expense, will obtain an ALTA/NSPS standard survey ("***Survey***") of the Property prepared by a surveyor registered and licensed in the jurisdiction the Property is located. The Survey will be certified to City, Dream Clean, and Title Company. Dream Clean will deliver a copy of the Survey to City.

2. **Plat of Resubdivision**. Dream Clean, at its sole cost and expense, will provide to City, in connection with Dream Clean's submittal of documentation for the Preliminary Approvals (as defined in Section 8 below), a draft Plat of Resubdivision ("***Plat***") of the Development Property for City approval. The Plat must include the dedication of permanent easements to City necessary and sufficient to grant the City the right to maintain, alter, repair, remove, or abandon in place the Public Improvements. The Plat will be recorded after approval by City but immediately prior to Closing; provided, however, that that Plat will not be recorded without the prior written consent of the Parties.

D. **Review of Title Commitment and Survey.**

1. **Identification of Unpermitted Exceptions and Commitment to Cure.** Dream Clean has until 30 days prior to the end of the Due Diligence Period (as defined in Section 5 below)(the "***Title Review Period***") to review the Title Commitment and Survey, and satisfy itself with the status of title to the Property. Dream Clean must send written notice to City (the "***Title Objection Notice***") identifying any matter identified in the Title Commitment or Survey that Dream Clean determines will adversely affect the Property (the "***Unpermitted Exceptions***"), and City may elect, by written notice to the Dream Clean, to (a) cure or remove each Unpermitted Exception, or (b) cause the Title Company to insure over the Unpermitted Exceptions.

2. **Option to Close or Terminate.** If, in its response to the Title Objection Notice, City does not make a commitment to clear the Unpermitted Exceptions, then Dream Clean, within 10 days after receiving the response, may send City a written notice (a "***Closing/Termination Notice***") electing to either: (i) proceed with the Closing, in which case Dream Clean will be deemed to have accepted the uncleared or uninsured Unpermitted Exceptions and will accept the Deed at the Closing subject to the same, or (ii) terminate this Agreement. If the Dream Clean fails to give City a

Closing/Termination Notice as provided above within 10 days after the expiration of the Title Review Period, Dream Clean will be deemed to have elected to proceed with the Closing and will accept the uncleared or uninsured Unpermitted Exceptions.

3. **Permitted Exceptions.** Any matter of record shown in the Title Commitment that is (i) not objected to by Dream Clean in a Title Objection Notice, or (ii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Dream Clean pursuant to Section 4.D.2, is a "***Permitted Exception***."

4. **Effect of Termination.** In the event of a termination pursuant to Section 4.D.2 neither Party will have any claim or obligation under this Agreement, except for those rights, liabilities, and obligations that expressly survive the termination of this Agreement.

Section 5. Due Diligence Period.

A. **Due Diligence Period and License.** During the period that begins on the Effective Date and ends on the 180th day after the Effective Date ("***Due Diligence Period***"), Dream Clean may conduct all investigations, inspections, reviews, and analyses of or with respect to the Property as they desire ("***Due Diligence Activities***"). The Due Diligence Activities may include, without limitation, reviews of the Deliveries, the Title Commitment, the Survey, and the Environmental Assessments (as defined below). City grants to Dream Clean a license during the Due Diligence Period, for the use of Dream Clean and its agents and contractors, to conduct Due Diligence Activities on the Property, at any time upon one day's prior notice to City. Notice may be by email.

B. **Environmental Assessment.** Beginning on the Effective Date, Dream Clean may cause to be performed one or more (i) environmental assessments, reviews, or audits, including without limitation a Phase I site assessment, of or related to the Property, (ii) tests or borings of the soil on the Property for any reason, and (iii) other investigations or analyses concerning the environmental and physical condition of the Property, including without limitation, wetland studies and depressional storage analysis (collectively, "***Environmental Assessments***").

C. **Restoration.** If any Due Diligence Activities damage the Property, and the Closing does not occur, then Dream Clean must restore the Property to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activities.

D. **Insurance.** Dream Clean agrees that it will cause it and any person accessing the Property pursuant to this Agreement to be covered by not less than $2,000,000 commercial general liability insurance (with a contractual liability endorsement, insuring its indemnity obligation under this Agreement), insuring all activity and conduct of such person while exercising such right of access and naming City as an additional insured, issued by a licensed insurance company qualified to do business in Illinois and otherwise reasonably acceptable to City.

E. **Indemnity.** Dream Clean agrees to indemnify, defend, and hold harmless City and its officials, employees, contractors, and agents from any loss, injury, damage, cause of action, liability, claim, lien, cost or expense, including reasonable attorneys' fees and costs, caused directly, or indirectly by any act or omission of Dream Clean or its employees, agents, representatives, contractors or consultants conducting Due Diligence Activities. The indemnity in this Section will survive Closing or any termination of this Agreement.

F. **Termination.** If for any reason whatsoever Dream Clean determines that the Property is not satisfactory, then Dream Clean may terminate this Agreement by delivering notice of such termination to City on or before the expiration of the Due Diligence Period. If Dream Clean fails to give such notice of termination as aforesaid, Dream Clean will be deemed to have waived its rights under this Section, and this Agreement will remain in full force and effect. In the event Dream Clean delivers such notice of termination on or before the expiration of the Due Diligence Period, the Earnest Money will be returned to Dream Clean and neither party hereunder will have any further rights, liabilities, or obligations, under this Agreement, except for those matters contained herein which expressly survive such termination.

Section 6. Representations and Warranties.

A. **Dream Clean-General Representations and Warranties.** Dream Clean represents and warrants to City that, as of the date hereof and as of the Closing Date:

(i) Dream Clean is a limited liability company duly organized and validly existing under the laws of the State of Delaware with the right to do business in the State of Illinois;

(ii) Dream Clean has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary company action and authority, do not violate any agreement to which Dream Clean is a Party, and no other proceedings on Dream Clean's part are necessary in order to permit Dream Clean to consummate the transaction contemplated hereby;

(iii) On the Closing Date, Dream Clean, or its designated assignee in accordance with Section 14.F below, will be in good standing under the laws of the State of Illinois;

(iv) The execution and performance of this Agreement has been authorized by Dream Clean and, to Dream Clean's knowledge, the execution of this Agreement by Dream Clean will not result in a breach of, violate any term or provision of, or constitute a default under, any certificate of formation, operating agreement, indenture, deed to secure debt, deed of trust, mortgage, lease or other document by which Dream Clean is bound;

(v) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy law is pending against Dream Clean; and

(vi) Each person executing this Agreement on behalf of Dream Clean is fully authorized to do so and, by doing so, to bind Dream Clean to its obligations under this Agreement.

At City's request, Dream Clean must reconfirm all representations and warranties set forth in this Section 6 as true, accurate, and complete on and as of the Closing.

B. **City-General Representations and Warranties.** City represents and warrants to Dream Clean that, as of the date hereof and as of the Closing Date:

(i) City is a municipal corporation duly organized and validly existing under the laws of the State of Illinois;

(ii) City has the power to own and dispose of the Property and to engage in the transactions contemplated in this Agreement;

(iii) City is in good standing under the laws of the State of Illinois;

(iv) City has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Property or any interest therein.

(v) There are not now and will not be at the Closing any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service, maintenance, or other contracts that will be binding upon Dream Clean or the Property after the Closing.

(vi) The Property is not affected by or subject to: (a) any pending or, to the best of City's knowledge, threatened condemnation suits, or similar proceedings, (b) other pending or, to the best of City's knowledge, threatened claims, charges, complaints, petitions, or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of City's knowledge, threatened claims, suits, actions, complaints, petitions, or unsatisfied orders by or in favor of any party whatsoever;

(vii) City is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code;

(viii) City has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by City Council, do not violate any agreement to which City is a Party, and no other proceedings on City's part are necessary in order to permit City to consummate the transaction contemplated hereby; and;

(ix) Each person executing this Agreement on behalf of City is fully authorized to do so and, by doing so, to bind City to its obligations under this Agreement.

As used in this Agreement, the phrases "best of City's knowledge," "City's actual knowledge," "City's knowledge" and any similar phrase means the current actual knowledge of Cristina White, City Administrator; provided, however, Ms. White will not have any personal liability in connection with, or arising out of, this Agreement.

At Dream Clean's request, City must reconfirm all representations and warranties set forth in this Section 6 as true, accurate, and complete on and as of the Closing.

If Dream Clean has or obtains knowledge prior to a Closing that any of City's representations or warranties contained herein are or become untrue or inaccurate in any respect, and nonetheless elects to proceed with Closing without requiring the correction of the representation or warranty or without terminating this Agreement for breach, such representations or warranties (as the case may be) will be deemed to be automatically modified to take into

account any changes in facts or circumstances which caused such representations or warranties to become untrue or inaccurate, and Dream Clean will be deemed to have irrevocably waived the right to make a claim for City's breach of such representations and/or warranties. For purposes hereof, Dream Clean will be deemed to have actual knowledge of all matters, facts and circumstances described or disclosed in the Title Commitment, Survey and other Deliveries made available to Dream Clean.

C. **Survival; Indemnification.** The representations and warranties in this Section 6 will survive the Closing for one year.

D. **Disclaimer of Warranties**. Dream Clean and City acknowledge that Dream Clean will inspect the Property pursuant to the terms hereof, and will acquire the Property "**AS IS, WHERE IS**" without any obligation of City, except as expressly set forth herein to the contrary, to perform any repairs, improvements, maintenance or other work to the Property or any part thereof, and without, except as expressly set forth herein to the contrary, any warranties, express or implied, of any kind from City, including but not limited to, warranties of fitness, merchantability, fitness for a particular purpose, habitability, tenantability or environmental condition. City expressly disclaims any representations and warranties with respect to the Property, except as specifically set forth in this Agreement, including any representations by any brokers or salesmen, and Dream Clean does hereby acknowledge that, in purchasing the Property, Dream Clean is relying only upon those representations of City concerning the Property expressly set forth as such in this Agreement. Further, in the event Dream Clean purchases the Property, Dream Clean hereby waives any claim it may have against City as to matters related to the Property or City of which Dream Clean has knowledge at the Closing. This provision will expressly survive the Closing.

Section 7. Covenants and Agreement. City agrees that from the Effective Date until the Closing:

(i) City may not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Property, without Dream Clean's prior written consent;

(ii) City may not enter into or amend any contracts, agreements or undertakings that will be binding upon Dream Clean or the Property, without the Dream Clean's prior written consent;

(iii) City may not create, or allow the creation of, any encumbrance on the title of the Property, without Dream Clean's prior written consent (except for any Permitted Exceptions);

(iv) City may not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third Party concerning a potential sale of all or any portion of, or any interest in, the Property; and

(v) City must continue to maintain and keep the Property in its current condition, use commercially reasonable efforts to comply with all Applicable Laws (as defined in Section 14.I below) materially affecting it, and pay taxes on it as they become due.

Section 8. Conditions Precedent to Closing.

A. **Closing Contingencies.** Dream Clean's obligation to close on the Property is subject to each and all of the following conditions being satisfied, unless waived in writing by Dream Clean (collectively, the "***Closing Contingencies***"):

1. The Property will not be affected by eminent domain proceedings at the time of the Closing;

2. The Property will be free and clear of any leases, licenses, or possessory rights of any third party at the time of the Closing;

3. Title Company has irrevocably committed to issue and deliver an owner's title policy dated as of the date and time of recordation of the Deed subject only to the Permitted Exceptions;

4. All of City's representations and warranties are be true and correct and City will have performed all covenants which City is required to perform under the Agreement;

5. There is no material adverse change in the environmental condition of the Property that first occurs due to new contamination arising after the expiration of the Due Diligence Period;

6. Execution by City and Developer of the Development Agreement (as defined in Section 8.B.1(ii) below);

7. Developer will have obtained all Governmental Approvals (as defined in Section 8.B.1 below); and

8. The Plat has been recorded.

9. Dream Clean has closed on the purchase of the Adjacent Property.

If a Closing Contingency is not satisfied because of a default by Dream Clean, City will have all of its rights under Section 14.

B. **Issuance of Governmental Approvals.** The Parties agree that the Development may not be commenced except upon the issuance by City, in its governmental capacity, of zoning and subdivision approvals, as required and governed by the applicable provisions of the City Code of the City of Warrenville, Illinois, as amended (***"City Code"***), including, without limitation (i) Title 11 of the City Code, known as the Subdivision Regulations for the City of Warrenville, Illinois ("***Subdivision Regulations***"), and (ii) The City of Warrenville Zoning Ordinance (***"Zoning Ordinance"***).

1. With respect to the required zoning, subdivision, and related approvals for the Development, the Parties agree that the following approvals will be required (collectively, the ***"Governmental Approvals"***):

   (i) Preliminary approvals, including approval of a preliminary plat of resubdivision preliminary plan for planned unit development, and

any other preliminary approvals required for the Development (collectively, the "***Preliminary Approvals***");

(ii) A development agreement between the Parties, in form provided by the City and acceptable to the City Attorney, incorporating terms and conditions mutually agreed upon by Developer and the City (the "***Development Agreement***")(the Parties acknowledge that City may enter into either a single development agreement with Dream Clean and Joseph Development or two separate agreements);

(iii) Final approvals, including approval of the final Plat, final site plan, final plan for the planned unit development, special use permits for a drive through and automotive laundry, Zoning Map amendment, and any other final approvals required for the Development (collectively, the "***Final Approvals***"); and

(iv) Other approvals from the City deemed necessary by City or Developer in order to allow the Development.

2. Developer must file all applications for the approval of the Preliminary Approvals on or before the expiration of the Due Diligence Period. The applications must be for a development in substantial conformance with the description of the Development set forth in Section 1.C of this Agreement and with the exhibits to this Agreement. At no cost or expense to City, City agrees to be a co-applicant for the Governmental Approvals, in its capacity as a current owner of the Property. Developer must diligently pursue receipt of all Governmental Approvals for the Development.

3. Developer must execute a Development Escrow Agreement with the City for the purpose of reimbursing the City for certain eligible costs related to the review and preparation of documents related to the Government Approvals and deposit the required cash escrow prior to the any public hearing for the consideration of any of the Government Approvals.

4. Developer and City agree to negotiate in good faith and use commercially reasonable efforts to address and resolve all issues necessary to finalize the Development Agreement prior to the end of the Due Diligence Period. Developer must apply for approval of the Development Agreement and the Final Approvals within the timeframe require by the Zoning Ordinance.

5. Developer must comply with all City rules and procedures for consideration of Governmental Approvals, including City staff review, Plan Commission public hearing and recommendation, and City Council approval, all at Developer's sole cost and expense with respect to the Development. City must process all Governmental Approvals applications in accordance with the applicable provisions of the City Code. Dream Clean acknowledges and agrees that this Agreement is not to be deemed or interpreted as requiring City Council to approve any or all of the Governmental Approvals, and that the granting or denial of the Governmental Approvals will be at the sole and absolute discretion of the City Council. The date on which the Final

Approvals are granted by City and the statutory appeal period set forth in Section 11-13-25 of the Illinois Municipal Code (65 ILCS 5/11-13-25) has expired without an appeal or suit with respect to such Governmental Approvals having been filed by an arms-length third-party, or, if filed, with such suit or appeal dismissed or resolved finally and conclusively in favor of such Governmental Approvals, and, at the expiration of such appeal period, or at the conclusion of such appeal or suit, the Governmental Approvals will not have been further changed or withdrawn by the appropriate officials of the City of Warrenville and any other applicable governmental entities is referred to herein as the ***"Governmental Approvals Date"***. If there is an appeal or challenge of the Governmental Approvals by an arms-length third-party, then City and Dream Clean will cooperate, in good faith, in defending such appeal or challenge. For the avoidance of doubt, if there is an appeal or challenge of the Governmental Approvals by an arms-length third-party that results in the invalidation of one or more of the Governmental Approvals, then Dream Clean's sole remedy will be to notify City and Title Company that this condition precedent has failed, whereupon the Title Company must return to Dream Clean the Earnest Money, and thereafter this Agreement will terminate and be null and void and of no further force and effect, and neither Dream Clean nor City will have any further rights, duties, liabilities or obligations to the other, except for such obligations and agreements of, and indemnifications by, the Parties which expressly survive such termination.

6. If Developer applies for all necessary Governmental Approvals by the deadlines set forth in this Section 8 and City Council denies one or more of the required Governmental Approvals, then either Party may terminate this Agreement by providing written notice to the other Party, whereupon Title Company will return to Dream Clean the Earnest Money, and neither Party will have any further liability, obligations or rights under this Agreement other than those which expressly survive the Closing or earlier termination of this Agreement.

Section 9. [Reserved]

Section 10. Closing.

A. City must convey fee simple title to the Property to Dream Clean by delivery of a Special Warranty Deed ("***Deed***") in recordable form conveying fee simple title to the Property, subject only to Permitted Exceptions and the terms of the Development Agreement. City must deliver full and complete possession of the Property to Dream Clean upon Closing. City must deliver the Property to Dream Clean in its condition as of the Effective Date except for ordinary wear and tear.

B. **Closing Time, Place; Closing Escrow.**

1. **Closing.** The Closing will occur no later than the 30th calendar day following the later of (a) the Governmental Approvals Date; and (b) the date that, if filed, any suit or appeal challenging the Approvals has been

dismissed or resolved finally and conclusively in favor of such Approvals, or such earlier time as the Parties mutually agree (the "***Closing Date***").

2. The Closing will be at the office of the Title Company at 10 S. LaSalle Street, Chicago, Illinois 60603. The Parties need not physically attend the Closing.

3. **Closing Escrow**. On or before the Closing, the Parties will establish an escrow in the usual form of deed and money escrow agreement then in use by Title Company with such changes made as may be necessary to conform with the provisions of this Agreement.

C. **Closing Deliveries.**

1. At the Closing, City will deliver or cause to be delivered to Dream Clean the following, in each case, fully executed (as applicable), in form and substance reasonably satisfactory to Dream Clean:

   a. Evidence reasonably satisfactory to the Title Company of the authority of City to consummate the Closing;

   b. The Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions;

   c. To the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the Closing Date or the date of recording, as the case may be;

   d. A current form of ALTA Statement in customary form and substance as required by the Title Company;

   e. Real estate transfer declarations or exemptions required of City by Applicable Laws;

   f. A non-foreign affidavit sufficient in form and substance to relieve Dream Clean of any and all withholding obligations under Section 1445 of the Internal Revenue Code;

   g. The Development Agreement, executed by City and in a recordable form; and

   h. A closing statement itemizing and approval all receipts and disbursements made in connection with the Closing (the "***Closing Statement***").

2. At the Closing, Dream Clean must pay the balance of the Purchase Price to City, and deliver or cause to be delivered to City the following, in each case, fully executed (as applicable), in form and substance reasonably satisfactory to City:

   a. A counterpart to the Closing Statement;

b. All other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction; and

c. The Development Agreement, executed by Dream Clean (or Developer, if applicable), in recordable form.

D. **Closings Costs.** At the Closing, City will pay the premium for an ALTA Standard Owner's Policy of Title Insurance with extended coverage and the cost of transfer taxes due on the sale of the Property, if any. Dream Clean will pay the additional costs for all endorsements to its title policy, the costs of the Survey, the cost of any inspections conducted by Dream Clean and any third-party reports ordered by Dream Clean, including without limitation all Environmental Assessments and wetlands studies, and the costs of any reliance letters in favor of Dream Clean from the consultants that prepared any third-party reports. City and Dream Clean will divide equally recording and escrow fees.

E. **Prorations.** City represents that the Property currently is exempt from real estate taxes and State, County, and City real estate transfer taxes because of the ownership of the Property by City and, therefore, no real estate taxes or real estate transfer taxes should be due or payable at the Closing. All other charges and fees customarily prorated and adjusted in similar transactions will be prorated as of Closing Date

Section 11. Condemnation. City will give Dream Clean written notice of any condemnation of the Property. If, prior to the Closing, any portion of the Property is condemned, Dream Clean will have the option of terminating this Agreement by delivering written notice of such termination to City within 10 business days after Dream Clean has received written notice from City of the condemnation. If, prior to the Closing, a portion of the Property is condemned, and Dream Clean does not exercise its right of termination as set forth in this Section 11, the proceeds of any condemnation award or payment must be paid to Dream Clean and City will assign to Dream Clean its title and interest in any unpaid awards or payments.

Section 12. Brokers. City and Dream Clean each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Property to Dream Clean. If any broker or other person asserts a claim against one of the parties for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement, then that Party must indemnify and hold harmless the other Party from and against any damage, liability or expense, including costs and reasonable attorneys' fees that that Party incurs because of such claim.

Section 13. Patriot Act.

A. **Definitions.** All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) ("***Patriot Act***") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, and the USA FREEDOM Act dated June 2, 2015 are collectively referred to as the "Patriot Rules" and are incorporated into this Section.

B. **Representations and Warranties.** The Parties hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective Party or that has an economic interest in each respective Party or that has or will have an interest in the

transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Dream Clean' or City's knowledge:

(i) Not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 (the "***Annex***");

(ii) In full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("***OFAC***");

(iii) Operated under policies, procedures and practices, if any, in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice;

(iv) Not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules;

(v) Not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules;

(vi) Not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and

(vii) Not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. **Mutual Notice; Termination.** Each Party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the Party that receives such notice must immediately notify the other (the "***Non-Blocked Party***") and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case the Closing Date will be delayed until such permission is obtained, or (ii) send written notice to the other Party terminating this Agreement, in which event the Parties will have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 14. General Provisions.

A. **Integration; Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the purchase and sale of the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be

modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

B. **Further Actions.** The Parties agree to execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transactions contemplated in this Agreement.

C. **Confidentiality.** The Parties must keep all negotiations, information, and documents related to this Agreement (including without limitation any appraisals or financial information) (collectively, "***Negotiation Information***"), strictly confidential and may not disclose (and will cause its attorneys consultants, and agents not to disclose) Negotiation Information to any third Party, without the other Party's prior written consent, which consent may be granted or withheld. The obligations of this Section will survive Closing or the termination of this Agreement. Prior to the Closing, all press releases or other dissemination of information to the media or responses to requests from the media for information relating to the transaction contemplated herein will be subject to the prior written consent of both Parties. The foregoing sentence does not apply to public disclosures of City pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*), or other Applicable Laws. After Closing, this covenant will terminate and will no longer be binding on either Party.

D. **Interpretation.**

(i) **Presumption**. There is no presumption that this Agreement is to be construed for or against either Party as the principal author of the Agreement. Instead, this Agreement is to be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

(ii) **Headings and Exhibits**. The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

EXHIBIT A	--	Legal Description of the Property
EXHIBIT B	--	Legal Description of the Adjacent Property
EXHIBIT C	--	Proposed Tentative Plat of Subdivision
EXHIBIT D	--	Proposed Development Plan

(iii) **Non-Waiver**. Except as expressly provided in this Agreement, the mere failure by a Party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof will not constitute a waiver of its rights. If a Party waives a right under this Agreement, that waiver is not to be deemed a waiver of any other right.

(iv) **Severability**. If any provision of this Agreement is invalid or unenforceable against any Party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.

(v) **Time**. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

E. **Enforcement.**

(i) **Default**.

a. **Dream Clean' Default.** If Dream Clean (i) fails to perform an obligation under this Agreement, or (ii) any representation or warranty made by Dream Clean hereunder is untrue when made or becomes materially untrue as the result of an act or omission of Dream Clean, and does not, within five days after receiving written notice from City of such failure, either (i) cure such failure or cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within five days, commence and diligently pursue a cure for such failure and, in any case, cure such failure within ten (10) business days, then Dream Clean will be in default of this Agreement, and City may terminate this Agreement, keep the Earnest Money as liquidated damages. Without limiting City's rights under the preceding sentence, if (i) a representation or warranty made by Dream Clean becomes materially untrue, but not as the result of an act or omission of Dream Clean, or (ii) a condition precedent to City's obligation to proceed with Closing is not satisfied, then City may terminate this Agreement, whereupon the Earnest Money must be promptly returned to Dream Clean, and the Parties will have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

b. **City's Default.** If City (i) fails to perform an obligation under this Agreement or (ii) any representation or warranty made by City hereunder is untrue when made or becomes materially untrue as the result of an act or omission of City and City does not, within five days after receiving written notice from Dream Clean of such failure, either (i) cure such failure or cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within five days or if such action cannot reasonably be completed within five days, commence and diligently pursue a cure for such failure and, in any case, cure such failure within 10 business days, then City will be in default of this Agreement and Dream Clean may (i) terminate this Agreement and receive a return of the Earnest Money, or (ii) pursue any other remedy available at law or equity, including without limitation an action for specific performance, or (iii) waive such breach or default and proceed to Closing. Without limiting Dream Clean' rights under the preceding sentence, if (i) a representation or warranty made by City becomes materially untrue, but not as the result of an act or omission of City, or (ii) a condition precedent to Dream Clean's obligation to proceed with a Closing is not satisfied, then Dream Clean may terminate this Agreement, whereupon the Earnest Money must be promptly

returned to Dream Clean, and the Parties will have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

(ii) In the event that a Party elects to seek specific performance, it hereby agrees that it will bring such action within 60 days after the scheduled Closing Date, or else such remedy will be deemed waived. If the Party does not institute an action for specific performance within 60 days after the scheduled Closing Date, time being of the essence, then such Party will be deemed to have waived its right to pursue specific performance.

F. **Assignability/Successors and Assigns.** Dream Clean's rights under this Agreement are intended to be personal to Dream Clean and may not be assigned by Dream Clean to any other person or entity without prior written consent of City, which consent may be granted or withheld in City's sole and absolute discretion; provided, however, that Dream Clean may assign the Agreement to an Affiliate of Dream Clean or a joint venture in which an Affiliate of Dream Clean is a partner or member. For purposes of this Agreement, "Affiliate" means persons or entities that directly or indirectly control or are controlled by, or are under common control with, Dream Clean. Any assignment made without City's prior written approval will be void. No assignment will release Dream Clean from any obligation or liability under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

G. **Prevailing Party Attorney Fees.** In any litigation filed to enforce this Agreement, the prevailing Party will be entitled to recover from the other Party its reasonable attorney's fees, litigation expenses, and court costs at trial and on appeal that are incurred in such litigation. The "prevailing Party" is to be determined by the court hearing such matter.

H. **Venue.** Venue for any litigation concerning the enforcement of this Agreement will be in the 18th Judicial Circuit Court in DuPage County, Illinois.

I. **Compliance with Applicable Laws; Governing Law**. In performing their obligations under this Agreement, the Parties will comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("***Applicable Laws***"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, govern the interpretation of this Agreement.

J. **Execution of Agreement.** The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each Party has executed at least one counterpart. Any signature of a Party to this Agreement that is sent by that Party to the other Party via a telefax transmission or via an email transmission in a PDF format will be deemed a binding signature hereto. Each Party must deliver an original signature to the other Party upon the other Party's request.

K. **Notices.** Any notice or communication required or permitted to be given under this Agreement must be in writing and must be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by electronic internet mail ("***e-mail***"). E-mail notices will be deemed valid and received by the addressee thereof when delivered by e-mail and acknowledged by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon

actual receipt. By notice complying with the requirements of this Section, each Party will have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to City must be addressed to, and delivered at, the following address:

City of Warrenville
Attention: Cristina White, City Administrator
3S258 Manning Avenue
Warrenville, Illinois 60555
Email: cwhite@warrenville.il.us

With a copy to:

Elrod Friedman LLP
325 N. LaSalle St., Ste. 450
Chicago, Illinois 60654
Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfriedman.com

Notices and communications to Dream Clean must be addressed to, and delivered at, the following address:

Dream Clean Operating Company LLC
625 Green Leaf Avenue
Wilmette, Illinois 60091
Attention: Daniel Raleigh and Mitch Zaveduk
Email: draleigh@dreamcleancw.com and mzaveduk@dreamcleancw.com

With a copy to:

Zukowski, Rogers, Flood & McArdle
50 N. Virginia Street
Crystal Lake, Illinois 60014
Attention: Craig s. Krandel
Email: ckrandel@zrfmlaw.com

Any notice will be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

L. **No Partnership**. Nothing contained in the Agreement may be construed to create a partnership or joint venture between the Parties.

M. **No Recordation**. The Parties agree not to record this Agreement or any memorandum hereof.

N. **Uncontrollable Delay**. Each Party's obligation to perform any covenant or satisfy and condition contained herein by a date, deadline or milestone contained herein will be extended,

on a day for day basis, by the number of days by which the performance of such covenant or satisfaction of such condition (as the case may be) is delayed due to Uncontrollable Delays. As used herein, the term "***Uncontrollable Delay***" will mean any period of delay in Party's performance of any covenant or satisfaction of any condition contained in this Agreement caused by any of the following events: (i) acts of God, (ii) war, riot and other civil unrest, (iii) fire or physical casualty to any of the Property, (iv) worker strikes, (v) shortages in building materials or supplies, (vi) changes in laws, regulations or interpretations thereof, (vii) delays caused by the other Party, (viii) except as a result of acts or omissions of Dream Clean, failure of any governmental authority having jurisdiction over the Property to issue any required license or permit (including, without limitation, any delays in the issuance of any Governmental Approvals), (ix) the condemnation of any of the Property, (x) any delays caused by the other Party's breach of this Agreement, or (xi) public health emergencies, including, without limitation, the COVID-19 pandemic, and any "lockdown," "stay at home," "shelter in place" or isolation, social distance, quarantine or similar orders promulgated by any governmental authorities with respect to any such public health emergencies. Notwithstanding anything to the contrary contained herein, in no event will Uncontrollable Delay be deemed to extend a Party's obligation to pay sums due by such Party pursuant to this Agreement.

O. **No Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of City and Dream Clean only and are not for the benefit of any third party, and, accordingly, no third party will have the right to enforce the provisions of this Agreement.

Section 15. Effective Date. This Agreement will be deemed dated and become effective on the date that is the later to occur of (a) the date that the authorized signatory of City signs this Agreement, and (b) the date that the authorized signatory of Dream Clean signs this Agreement.

Section 16. **Right of Reverter**.

A. If Dream Clean fails to (i) obtain a building permit for vertical construction for either the Retail Site or the Car Wash Site, and (ii) complete the first inspection for the applicable Site, within 18 months of the Closing Date, City will have the right to require that ownership of the Property revert to City ("***Right of Reverter***"). Upon City's exercise of such Right of Reverter, Dream Clean (or any successor owner) will cooperate with the City to take all necessary actions to re-subdivide the Property out of the Development Property and promptly execute and deliver a special warranty deed, duly executed and acknowledged in recordable form, reconveying fee simple title to the Property to City, subject only to those exceptions contained in the Deed to Dream Clean (or any designated assignee)(plus any exceptions entered into after such date between Dream Clean and City).

B. If Dream Clean (or any successor owner) fails to execute and deliver the necessary documents to effectuate the reversion, City will have the right to take any necessary legal action, including specific performance, to confirm and enforce the reversion, and City will be entitled to recover reasonable attorney's fees and court costs incurred in connection with such enforcement.

C. The Right of Reverter will be documented in the Deed conveying title to the Property from the City to Dream Clean and will be binding upon Dream Clean and its successors and assigns as a covenant running with the land.

D. Upon reversion, City will pay Dream Clean an amount equal to the Purchase Price that Dream Clean originally paid City for the Property.

E. If City has not exercised the Right of Reverter, and Dream Clean (i) obtains a building permit for vertical construction for either the Retail Site or the Car Wash Site, and (ii) completes the first inspection for such site, on the Property within 18 months of the Closing Date, the Right of Reverter will automatically terminate and be of no further force or effect. The City will cooperate with Dream Clean to record documentation of the termination at the DuPage County Recorder's Office.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, City and Dream Clean have executed this Agreement on the dates set forth below, effective as of the date first set forth above.

CITY OF WARRENVILLE,
an Illinois municipal corporation

By: _____

Name: Andrew Johnson

Title: Mayor

DCCW WARRENVILLE, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

LOT 67 IN ROBERT BARTLETT'S GREEN ACRES, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 33 AND IN THE WEST 1/2 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART DEDICATED FOR RIGHT-OF-WAY PURSUANT TO ORDINANCE RECORDED JUNE 1, 2017 AS DOCUMENT NUMBER R2017-053823 IN DUPAGE COUNTY, ILLINOIS.

PIN: 04-33-403-008
Commonly known as: 30W081 Estes Street, Warrenville, Illinois

EXHIBIT B
LEGAL DESCRIPTION OF THE ADJACENT PROPERTY

LOTS 64, 65, AND 66 IN BARTLETT'S GREEN ACRES, BEING A SUBDIVISION OF THE EAST ½ OF SECTION 33 AND IN THE WEST ½ OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1943 AS DOCUMENT 454884, IN DUPAGE COUNTY, ILLINOIS.

PINs: 04-34-403-003, 04-33-403-006, 04-33-403-007
Commonly known as: 30W063 Estes Street, Warrenville, Illinois

EXHIBIT C
PROPOSED TENTATIVE PLAT OF SUBDIVISION

DREAM CLEAN RESUBDIVISION
IN THE CITY OF WARRENVILLE, ILLINOIS

IN PART OF SECTION 33 AND SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

PIN
04-33-403-003
04-33-403-006
04-33-403-007
04-33-403-008

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR _____ COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20_____ AT _____ O'CLOCK ___.M.

_____
RECORDER OF DEEDS

_____
PLEASE TYPE/PRINT NAME

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE)SS

I, THE UNDERSIGNED, AS COUNTY CLERK OF DuPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID OR FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND DEPICTED HEREON.

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

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, THIS _____ DAY

OF _____, A.D., 20_____.

_____
COUNTY CLERK

_____
PLEASE TYPE/PRINT NAME

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, HAS REVIEWED AND APPROVED THIS PLAT.

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS, THIS ___ DAY OF _____20___.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, CITY CLERK OF THE CITY OF WARRENVILLE, ILLINOIS HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE CITY COUNCIL OF SAID CITY 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 CITY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE CITY OF WARRENVILLE, ILLINOIS,

THIS _____ DAY OF _____, 20___.

_____
CITY CLERK

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

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

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS THIS _____ DAY OF _____, 20___.

_____
CITY ENGINEER

_____
REGISTRATION NUMBER

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE CITY OF WARRENVILLE, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT,

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS THIS _____ DAY OF _____, 20___.

_____
CHAIRMAN

_____
SECRETARY

SCHOOL DISTRICT BOUNDARY STATEMENT

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

THE HE/SHE IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON A PROPOSED PLAT OF SUBDIVISION SUBMITTED TO THE CITY FOR APPROVAL, WHICH LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN AND TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT(S) IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS/ARE:

COMMUNITY UNIT SCHOOL DISTRICT 200, 130 WEST PARK AVE., WHEATON, IL 60189

COMMUNITY COLLEGE DISTRICT: COLLEGE OF DUPAGE 502, 425 FAWELL BLVD. GLEN ELLYN, IL 60137

DATED THIS _____ DAY OF _____, 2017.

_____
OWNER

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF § 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

_____
JOSE RIOS, P.E.

REGION ONE ENGINEER

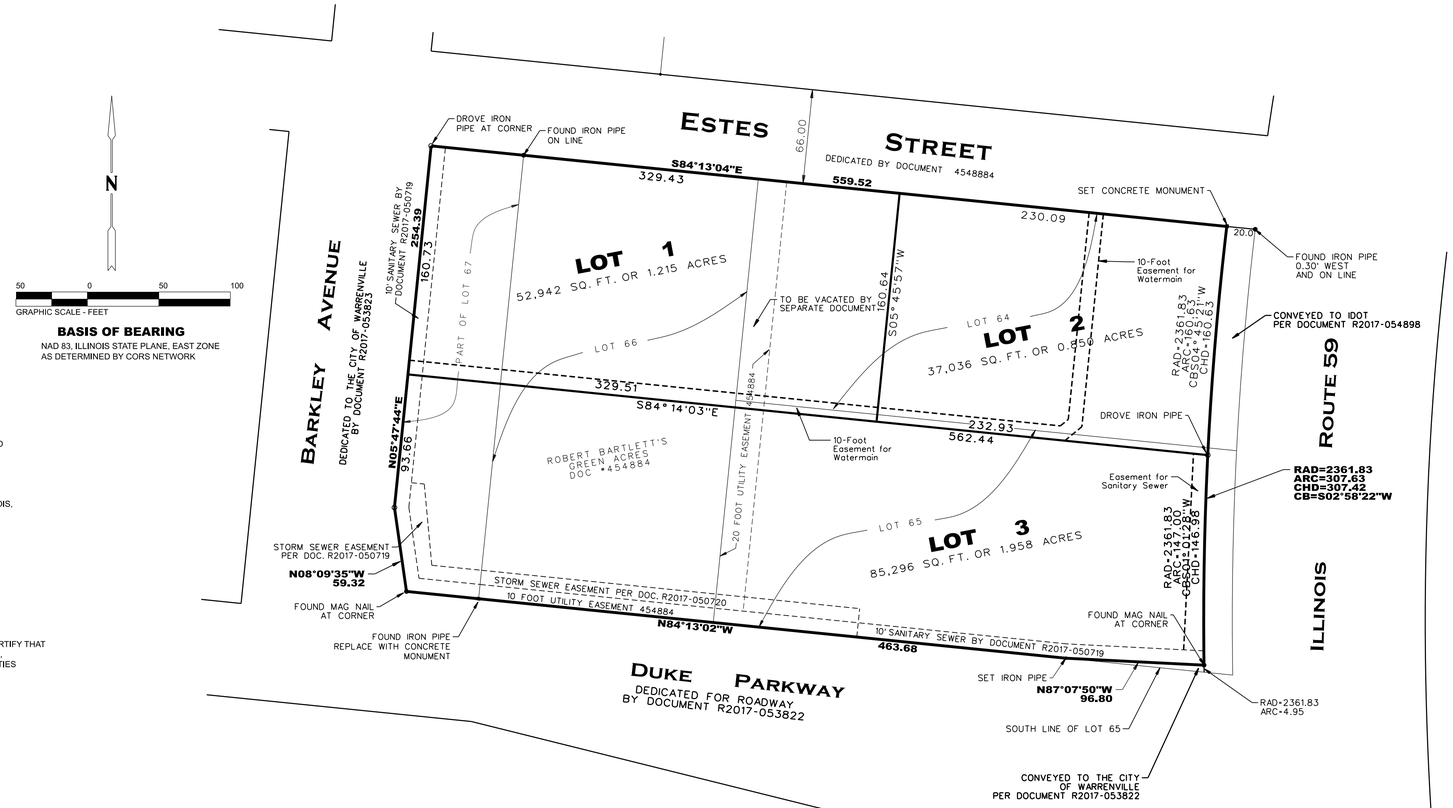
CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, COLLECTOR FOR THE CITY OF WARRENVILLE, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT, INCLUDED IN THE PLAT

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS THIS _____ DAY OF _____, 20___.

_____
CITY COLLECTOR



OWNER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss

THIS IS TO CERTIFY THAT OWNER(S) OF THE LAND HEREIN DESCRIBED OR DULY AUTHORIZED ATTORNEY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF , OR THAT, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION

_____
SIGNATURE AND TITLE

_____
ADDRESS

_____

DATED THIS _____ DAY OF _____, 20____.

AUTHORIZATION TO RECORD

I, JOEL C, VIETTI, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 35-3561, DO HEREBY AUTHORIZE THE CITY OF WARRENVILLE, DUPAGE COUNTY, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDER'S OFFICE IN MY NAME AND IN COMPLIANCE WITH ILLINOIS STATUES CHAPTER 109 PARAGRAPH 2, AS AMENDED.

SIGNED AT WHEATON, ILLINOIS THIS _____ DAY OF _____, A.D., 20__

WEBSTER, McGRATH AND AHLBERG, LTD.

BY:_____

IL, PROF. LAND SURVEYOR NO. 3561
LICENSE EXPIRATION DATE: NOVEMBER 30, 2026
2100 MANCHESTER ROAD, SUITE 203
WHEATON, ILLINOIS 60187
PHONE: (630) 668-7603

ACCESS NOTES

1. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO ILLINOIS ROUTE 59.
2. ALL ACCESS TO ILLINOIS ROUTE 59 SHALL BE FROM INTERNAL CIRCULATION.

ENGINEER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss

THIS IS TO CERTIFY THAT I, A REGISTERED PROFESSIONAL ENGINEER, CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20__..

WEBSTER, McGRATH AND AHLBERG, LTD.

BY:_____
ENGINEER

LICENSE EXPIRATION DATE: NOVEMBER 30, 2025
2100 MANCHESTER ROAD, SUITE 203
WHEATON, ILLINOIS 60187
PHONE: (630) 668-7603

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF_____)SS

_____, AN ILLINOIS LIMITED LIABILITY COMPANY AUTHORIZED TO DO BUSINESS IN ILLINOIS, CERTIFIES THAT IT IS THE RECORD OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON FOR THE USES AND PURPOSES SET FOR AND DOES HEREBY CONSENTS TO THE SUBDIVISION OF SAID PROPERTY AND THE VARIOUS DEDICATIONS, GRANTS, RESERVATION OF EASEMENTS, AND RIGHTS OF WAY SHOWN HEREON.

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

_____
SIGNATURE TITLE

_____
ADDRESS

_____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF_____) SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNER'S CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT OF THE CORPORATION AND THAT SAID INDIVIDUAL DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE OR SHE IS A CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION AND DID AFFIX SAID SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OR HER OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS OWNER, FOR THE USES AND PURPOSES THEREIN SET FORTH IN AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____

A.D., 20____.

BY:_____
NOTARY

_____
PRINT NAME

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE)SS

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG, LTD., HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 64, 65, 66 AND 67 IN ROBERT BARTLETT'S GREEN ACRES, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 33 AND THE WEST HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1943 AS DOCUMENT 454884, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE EAST 20 FEET OF SAID LOTS 64 AND 65 (AS MEASURED ON THE NORTH LINE OF LOT 64 AND ON THE SOUTH LINE OF LOT 65) CONVEYED TO IDOT PER THE PLAT OF DEDICATION RECORDED JUNE 5, 2017 AS DOCUMENT 054898.

AND EXCEPTING THEREFROM A PART OF SAID LOT 65 CONVEYED TO IDOT PER THE PLAT OF DEDICATION RECORDED JUNE 1, 2017 AS DOCUMENT 053822, IN DUPAGE COUNTY, ILLINOIS, BEING FURTHER DESCRIBED AS FOLLOWS;THAT PART OF LOT 65 OF ROBERT BARTLETT'S GREEN ACRES SUBDIVISION, RECORDED AS DOCUMENT 454884, DESCRIBED BY BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 65 WITH A LINE 20 FEET WEST OF AND RADIAL DISTANT FROM THE WESTERLY RIGHT OF LINE OF ILLINOIS ROUTE 59 PER DOCUMENT 321382; THENCE NORTH 84 DEGREES 13 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 65, A DISTANCE OF 97.25 FEET; THENCE NORTH 87 DEGREES 07 MINUTES 50 SECONDS EAST A DISTANCE OF 96.80 FEET TO A POINT ON SAID LINE WHICH IS 20 FEET WEST OF AND RADIAL DISTANT FROM SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTHERLY ALONG SAID LINE WHICH IS 20 FEET WEST OF AND RADIAL DISTANT FROM SAID WESTERLY RIGHT OF WAY LINE, BEING A CURVE TO THE LEFT, HAVING A RADIUS 2361.83 FEET, ARC DISTANCE OF 4.95 FEET, CHORD 4.95 FEET, BEARING SOUTH 00 DEGREES 49 MINUTES 07 SECONDS EAST TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THEREFROM THAT PART OF LOT 67 DEDICATED FOR BARKLEY AVENUE PER DOCUMENT R2017-053823, IN DUPAGE COUNTY, ILLINOIS.

WE FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF WARRENVILLE WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

WE FURTHER CERTIFY THAT THIS PROPERTY IS WITHIN ZONES "UNSHADED X " (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DESIGNATED BY THE FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR DUPAGE COUNTY AND INCORPORATED AREAS , MAP NUMBER 17043C0129J, WITH AN EFFECTIVE DATE OF AUGUST 1, 2019.

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

GIVEN UNDER MY HAND AND CORPORATE SEAL AT WHEATON, ILLINOIS, THIS _____

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

WEBSTER, McGRATH AND AHLBERG, LTD.

BY:_____

IL, PROF. LAND SURVEYOR NO. 3561
LICENSE EXPIRATION DATE: NOVEMBER 30, 2026
2100 MANCHESTER ROAD, SUITE 203
WHEATON, ILLINOIS 60187
PHONE: (630) 668-7603

LINE LEGEND

———	=	BOUNDARY LINE
———	=	LOT LINE
— — —	=	SETBACK LINE
- - - -	=	EASEMENT LINE
— · — · —	=	SECTION LINE

Rev	Date	Description	By
	04/11/25	ADD EASEMENT AND REV. LOT NUMBER	

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WMA
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Over a Century of Service to our Clients
2100 Manchester Road, Building A, Suite 203 Wheaton, Illinois 60187
ph: (630)668-7603 web: www.wmaltd.com
Design Firm License No. 184-003101

PLAT OF RESUBDIVISION

LOCATION: NORTHWEST CORNER ROUTE 59 AND DUKE PARKWAY WARRENVILLE, IL

PREPARED FOR: DREAM CLEAN OPERATING CO. LLC. 625 GREENLEAF AVENUE WILMETTE, ILLINOIS 60091 PHONE: 847.989.9287

JOB #:	DATE:	SCALE:
41516	2-4-2025	1"=50'
SURV: CB/JCV	DRAWN: CB/JCV	DESIGN: XXX
FILE #: D-26199 SUB		SHEET #: 1 of 1

$FILE$ $DATE$ $TIME$

E:\ACTIVE-PROJECTS\41516-333909-DuPage\SURV-CL\2025 Dream Clean Topo - Duke Pkwy & Rt 59\41516 Dream Clean Subdivision Plat.dgn, Model: Default, Date: 4/14/2025

EXHIBIT D
PROPOSED DEVELOPMENT PLAN

4921-8318-8242, v. 7

PAVING LEGEND

HMA PAVEMENT
1.5" HMA N-50 SURFACE
2" HMA N-50 BINDER*
10" AGGREGATE BASE

HEAVY DUTY CONCRETE
8" CONCRETE CLASS PV
4" AGGREGATE BASE

SIDEWALK
5" CONCRETE CLASS SI
4" AGGREGATE BASE

SITE DATA TABLE - PROPOSED DREAM CLEAN AND STARBUCKS
ROUTE 59 and DUKE PARKWAY, WARRENVILLE, IL
PIN 04-33-403-003,006,007,008

SITE AREA = 4.02 ACRES

BUILDING SETBACKS

FRONT - EAST	40 FEET
REAR - WEST	20 FEET
SIDE - NORTH	40 FEET
SIDE - SOUTH	15 FEET

LAND USE DATA - LOT 1

ZONING CATEGORY/ ZONING AGENCY	B-4, CITY OF WARRENVILLE
SITE AREA	1.22 AC.
EXISTING BUILDING AREA	0 S. FT.
ONSITE VEHICULAR CIRCULATION	7,648 S. FT.
AREA (PAVED) 110,997 S. FT.	
ONSITE OPEN SPACE/ LANDSCAPE AREA .	45,495 S. FT.

LAND USE DATA - LOT 2 - STARBUCKS

MAX. BUILDING HEIGHT	42 FEET ALLOWED
ZONING CATEGORY/ ZONING AGENCY	B-4, CITY OF WARRENVILLE
SITE AREA	0.85 AC.
STARBUCKS BUILDING AREA	2,242 S.FT
EXISTING BUILDING AREA	0 S. FT.
PARKING PROVIDED	22 SPACES
CAR STACKING PROVIDED	15 CARS
ONSITE VEHICULAR CIRCULATION	18,938 S. FT.
AREA (PAVED) 18,970 S. FT.	
ONSITE OPEN SPACE/ LANDSCAPE AREA .	13,621 S. FT.
ONSITE SIDEWALK	2,215 S. FT.

LAND USE DATA - LOT 3 - DREAM CLEAN

MAX. BUILDING HEIGHT	42 FEET ALLOWED
ZONING CATEGORY/ ZONING AGENCY	B-4, CITY OF WARRENVILLE
SITE AREA	1.95 AC.
DREAM CLEAN BUILDING AREA	6,500 S.FT
EXISTING BUILDING AREA	0 S. FT.
PARKING PROVIDED	20 SPACES
CAR STACKING PROVIDED	37 CARS
ONSITE VEHICULAR CIRCULATION	29,548 S. FT.
AREA (PAVED) 31,855 S. FT.	
ONSITE OPEN SPACE/ LANDSCAPE AREA .	46,435 S. FT.
ONSITE SIDEWALK	2,459 S. FT.

0 30 60
GRAPHIC SCALE - FEET

WARRENVILLE R-2 RESIDENTIAL
16-ft Ornamental Light on Estes
ESTES STREET
CONCRETE SIDEWALK
DEPRESSED CURB
CONCRETE PAVEMENT
REVISED RIGHT IN/OUT
CROSSWALK
WARRENVILLE R-2 RESIDENTIAL
16-ft Ornamental Light on Barkley
BARKLEY AVENUE
LOT 1
1.22 Ac.
TRASH ENCLOSURE
B:6-12 CURB
CONCRETE PAVEMENT
ADA STRIPING
4" YELLOW STRIPE
SIGN
REMOVE EXISTING HMA PATH AND PROVIDE CONCRETE WALK WITH ADA RAMPS
HMA PAVEMENT
10-FT EASEMENT FOR WATER MAIN
LOT 2
0.85Ac.
BIKE RACK
EMPLOYEE PARKING
CONCRETE SIDEWALK
12-ft Ornamental Light
LOT 3
1.95 Ac.
1 STORY CAR WASH
19 VACUUM STALLS
6 EMPLOYEE STALLS
PAY STATION
EASEMENT FOR SANITARY SEWER
ILLINOIS ROUTE 59
WARRENVILLE B-2 COMMUNITY RETAIL
RIGHT IN/OUT PER CITY OF AURORA STANDARDS
PARKING LOT LIGHT
STOP AND RIGHT TURN ONLY SIGN W/ STOP BAR
REMOVE EXISTING HMA PATH AND PROVIDE CONCRETE WALK WITH ADA RAMPS
NO LEFT TURN SUGN
DUKE PARKWAY
WARRENVILLE B- BUSINESS

DREAM CLEAN
R. 59 AND DUKE PARKWAY
WARRENVILLE, IL 60555

Prepared For:
Dream Clean Operating Company
605 Graceland Ave.
Wheaton, IL 60187
email- mzavedyuk@dreamcleanow.com

ARCH AMERICA
Phone 847.697.7755
3413 North Rt. 31, Suite 213
Crystal Lake, IL 60012

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WHEATON, ILLINOIS 60187
PH: (630)668-7903 WEB: WWW.WMLTD.COM
DESIGN FIRM LICENSE NO. 184.003161

REV'd	DATE	REVISION DESCRIPTION	BY
	04/15/25	Revised per City review	

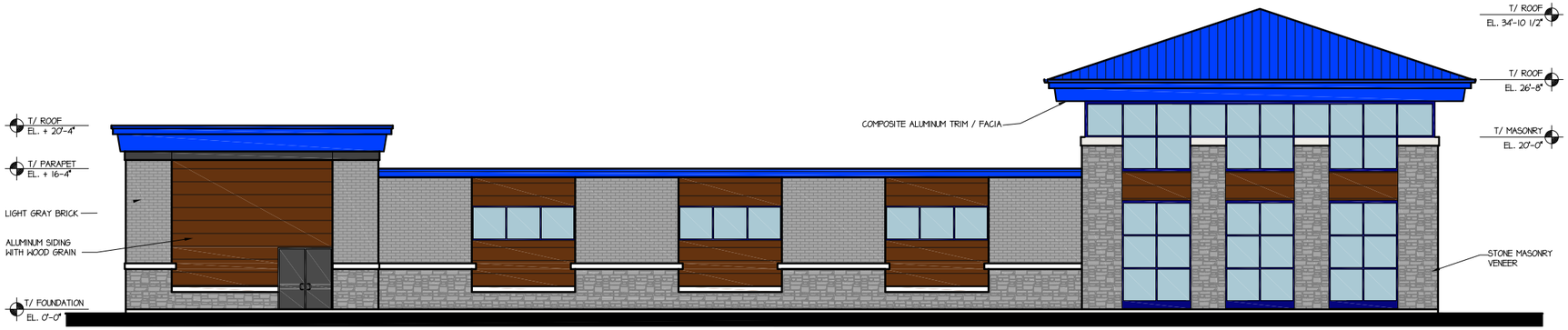
Section-Township-Range
DuPage: 33/34 T 39N R 09E

JOB #	41516	SURV:	CB
DRAWN:	BMB	REVIEW:	SMR
SCALE:	1"=30'	DATE:	02-10-25

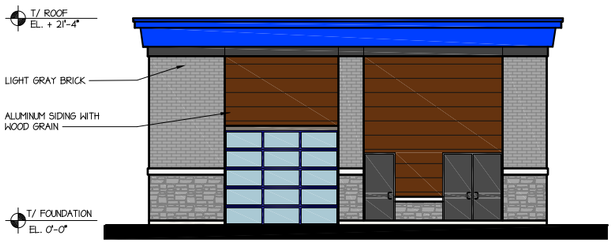
SHEET NAME
SITE PLAN

SHEET #
SP-1

E:\ACTIVE-PROJECTS\41516-333909-DuPage\ENGR-BB\FINAL ENGINEERING PLANS\UNIT 6\Dream Clean and Starbucks\41516 Dream Clean.dgn, Model: SP-1, Date: 4/14/2025

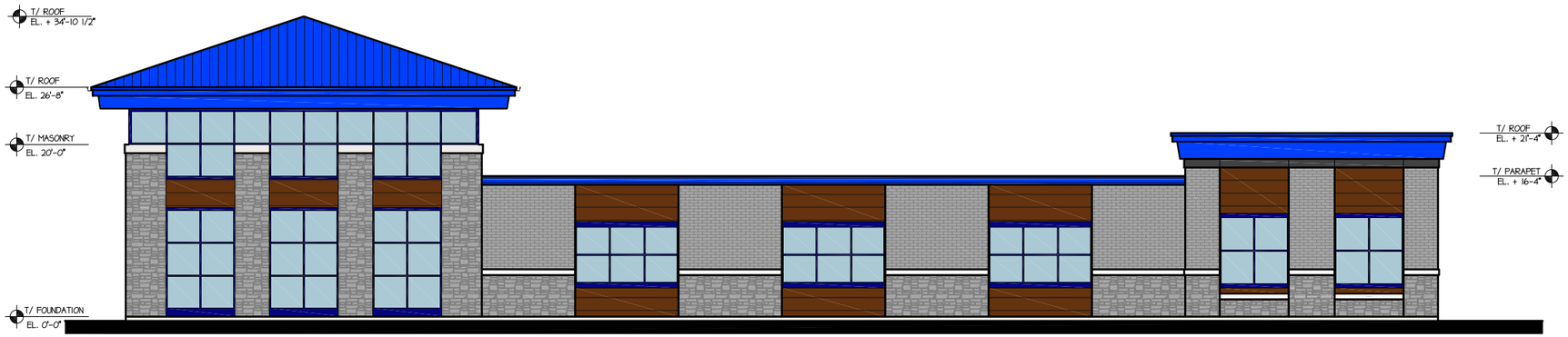


FRONT ELEVATION



SIDE ELEVATION TUNNEL EXIT

SIDE ELEVATION TUNNEL ENTRANCE



BACK ELEVATION

ARCHAMERICA
34121 N. US 45, Suite 213
Grayslake, Illinois 60030
Phone 847-336-6600
Fax 847-336-6601

Exterior Elevations

PROPOSED NEW CAR WASH

Dream Clean

WARRENVILLE, ILLINOIS

NOVEMBER 6, 2024

Archamerica Job No. 24086

Renderings

Renderings

NOTE : SHOWN FOR DESIGN INTENT ONLY.

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STARBUCKS®
2401 UTAH AVENUE SOUTH
SEATTLE, WASHINGTON 98134
(206) 318-1575

SHEET TITLE:
3D RENDERINGS
(EXTERIOR VIEWS)
SCALE: AS SHOWN

SHEET NUMBER:
G003

ORDINANCE NO. O2025-29

AN ORDINANCE APPROVING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF WARRENVILLE

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City is the owner of certain personal property described in detail in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance ("Surplus Property"); and

WHEREAS, pursuant to the City's power under applicable law, including Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the home rule powers of the City, the Mayor and the City Council have determined that the Surplus Property is no longer necessary or useful to, or for the best interests of the City and the Surplus Property should be disposed of in the manner set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Ordinance as if fully set forth in this Ordinance.

SECTION 2: Declaration of Surplus Property. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the City's home rule powers, the City Council declares that the Surplus Property is no longer necessary or useful to, or in the best interests of, the City.

SECTION 3: Authorization to Dispose of Surplus Property. The City Administrator is hereby authorized to dispose of the Surplus Property by recycling it through E-Scrap Technologies, Inc. or through Kane County Electronics Recycling Center.

SECTION 4: Execution of Required Documentation. The City Administrator is authorized to execute, on behalf of the City, the documents necessary to complete the disposition of the Surplus Property authorized pursuant to Section 3 of this Ordinance.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect following its passage by a majority of the members of the city council then holding office and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTE: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

DESCRIPTION OF SURPLUS PROPERTY

IT Related Items for Disposal May 2025	
Item Description	**Number of Items**
Network Switches	15
Computer/Desktop	9
Computer/Laptop	3
Computer/Monitor	28
Computer/MDT	6
Computer/Server	2
Printers	8
Batteries and Battery Backups	15
Accessories/Keyboard	9
Phones/Desk Phones	5
Miscellaneous/Door Key Pads	38
Miscellaneous/Hard Drives	31
Miscellaneous/ Card Reader	1
Miscellaneous/ Bar Code Reader	1
Miscellaneous/ Docking Stations	7

RESOLUTION NO. R2025-34

A RESOLUTION APPROVING A CONTRACT WITH GENEVA CONSTRUCTION COMPANY FOR THE RIVER ROAD CURB & GUTTER IMPROVEMENTS

WHEREAS, the City of Warrenville (***"City"***) is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, pursuant to the City's purchasing procedures, the City advertised for bids for the River Road Curb & Gutter Improvements (***"Work"***); and

WHEREAS, the City received six bids for the Work; and

WHEREAS, City staff has reviewed and analyzed the bids and has determined that Geneva Construction Company of Aurora, Illinois, (***"Geneva"***) submitted the lowest responsible bid in the not-to- exceed amount of $407,706.70; and

WHEREAS, the City desires to enter into a contract with Geneva for the Work at the price proposed (***"Contract"***)***;*** and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Contract with Geneva;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of the Contract. The Contract with Geneva in the not-to-exceed amount of $407,706.70 for the Work is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Contract upon compliance by Geneva with all conditions precedent to closing, including receipt of executed copies of the Contract from Geneva, all required bonds, and insurance; provided, however, that if Geneva does not comply with the conditions precedent within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 4: Change Orders. The City Administrator is authorized and directed to execute one or more Contract Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Contract in an amount not to exceed five-percent of the Contract price, subject to the City Administrator making the necessary determination that the work contemplated by the Change Order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the contract file.

SECTION 5: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2025.

APPROVED THIS ____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

CONTRACT

CONTRACT DOCUMENTS

for

RIVER ROAD CURB & GUTTER IMPROVEMENTS BID NUMBER B2025-04

City of Warrenville

Prepared by:

ERA, Inc.
3S701 West Avenue, Suite 150
Warrenville, IL 60555
(630) 393-3060

NOTE: Each sealed envelope containing a bid must be plainly marked on the outside with "Sealed Bid Number B2025-04 – River Road Curb & Gutter Improvements". The envelope should bear on the outside the name of the bidder, the bidder's address and telephone number, and the bid opening date and time.

Bid Proposal Submitted by: Geneva Construction Company LLC
contractor

PO Box 998
address

Aurora , IL 60507

MAY 2025

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER IMPROVEMENTS

BID PACKAGE

TABLE OF CONTENTS

1. Invitation for Bidder's Proposals
2. General Instructions to Bidders
3. Special Instructions to Bidders
4. Bidder's Proposal
5. Bidder's Sworn Acknowledgement
6. Bidder's Sworn Work History Statement
7. Bidder's Affidavit of Availability
8. Form of Bid Bond
9. Notice of Award
10. Contract

Contractor's Certification

Attachment A - Supplemental Schedule of Contract Terms

Attachment B - Specifications

Attachment C - List of Drawings

Appendix 1 - Prevailing Wage Rates

Performance Bond

Labor and Material Payment Bond

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

INVITATION FOR BIDDER'S PROPOSALS

OWNER: City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555-2912

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Approximately 4,000 lineal feet of curb and gutter installation; 1,800 square yards of asphalt pavement patching; 1.6 acres of topsoil and hydroseeding; sidewalk replacement; and all incidental and collateral work necessary to complete the project.

The Work shall be performed at the following Work Site:

River Road between Warrenville Road and Ferry Road

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

(1) Invitation for Bidder's Proposals;

(2) General Instructions to Bidders;

(3) Special Instructions to Bidders;

(4) Bidder's Proposal;

(5) Bidder's Sworn Acknowledgement;

(6) Bidder's Sworn Work History Statement;

(7) Bidder's Affidavit of Availability

(8) Form of Bid Bond;

(9) Notice of Award; and

(10) Contract, including all of its Attachments and Appendices.

4. **Inspection and Examination; Clarifications**

All bids shall be made on the forms provided and will be made part of the contract documents to be executed with the Owner. Copies of Instructions for Bidders, Bid Form, Plans, and Specifications will be available for download in digital format (PDF) beginning May 8, 2025 from the BHFX Plan Room website at www.bhfxplanroom.com. Bidders may also request printed sets of Contract Documents from the office of BHFX, 30W250 Butterfield Road, Warrenville, IL 60555 (telephone: 630-393-0777). Bidders shall be responsible for all downloading, printing, and shipping/mailing costs for all sets of Contract Documents obtained from BHFX. A plan holders list will also be maintained by BHFX and will be available for viewing on its website at www.bhfxplanroom.com. Bid proposals submitted from Bidders that did not obtain the Bidding and Contract Documents directly from BHFX Plan Room (in electronic or paper copy form) will not be accepted.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder shall contact the City with questions related to the subsurface conditions. Coring of City streets is prohibited unless authorized by the City. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

Owner reserves the right to make clarifications, corrections, or changes in this Bid Package at any time prior to the time Proposals are opened. All Bidders or prospective Bidders will be informed of said clarifications, corrections, or changes. Questions shall be submitted via email to Brian Dusak, Project Manager at bdusak@eraconsultants.com until May 15, 2025 at 5:00 p.m.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 10:00 o'clock, a.m., local time, May 22, 2025, at Warrenville City Hall Council Chambers, 3S258 Manning Avenue, Warrenville, Illinois, 60555, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

A. Bid Security. *Each Bidder's Proposal shall be accompanied by a security deposit* of at least five percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bid Package from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class VIII or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by Owner in the Bid Package, from a surety company meeting the requirements set forth above. *Each Bidder's Proposal must be accompanied by a letter from such a surety company* stating that it will execute Bonds, on forms provided by Owner in the Bid Package, upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. *Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent* certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this 5th day of May, 2025.

CITY OF WARRENVILLE

By: Cristina White
City Administrator

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

GENERAL INSTRUCTIONS TO BIDDERS

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3.	PREVAILING WAGES	2
4.	TAXES AND BENEFITS	2
5.	PERMITS AND LICENSES	2
6.	PREPARATION OF BIDDER'S PROPOSAL	2
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11.	QUALIFICATION OF BIDDERS	5
12.	DISQUALIFICATION OF BIDDERS	5
13.	AWARD OF CONTRACT	6
14.	NOTICE OF AWARD; EFFECTIVE DATE OF AWARD	6
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CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in this Bid Package are defined in the documents included in this Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not

answered by Addenda shall be considered invalid, inappropriate, and untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such

items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement, the Bidder's Sworn Work History Statement, and the Bidder's Affidavit of Availability included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

(1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

(4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name, address, telephone number and the date and time of the bid opening. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from

submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in this Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare six copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner

and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all six copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit six executed copies of all required Bonds and all certificates and policies of insurance (see Contract, Article IV) dated as of the Closing Date ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender three copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

SPECIAL INSTRUCTIONS TO BIDDERS

1. All Bidder's Proposals must be accompanied by a current Certificate of Eligibility issued by the Illinois Department of Transportation to the Bidder.

2. The prospective bidder will be required to perform a minimum of 51 percent of the contract amount with his own equipment and forces. A listing of subcontractors with type of work and contract amount should be provided in the Bidder's Proposal.

3. The prospective bidder shall submit an Affidavit of Availability (IDOT BC 57).

4. All Work cannot begin sooner than June 9, 2025. All Work must be completed by August 8, 2025.

5. General work is stated in the contract "Attachment A".

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

BIDDER'S PROPOSAL

Full Name of Bidder Geneva Construction Company LLC ("Bidder")

Principal Office Address PO Box 998 Aurora , IL 60507

Local Office Address _____

Contact Person Cass Price Telephone 630-892-4357

TO: City of Warrenville ("Owner")
3S258 Manning Avenue
Warrenville, Illinois 60555-2912
Attention: Julie Clark, City Clerk

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package 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 River Road Curb & Gutter Improvements as described in the Invitation to Bid, Contract and as shown in the plans in Appendix B; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (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 or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the

Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLES AS INDICATED ON FOLLOWING PAGES

CITY OF WARRENVILLE
ADDENDUM NO. 1

B2025-04 – River Road Curb & Gutter Improvements Project

DATE: May 16, 2025

FROM: City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Tel – (630) 393-9050
Fax – (630) 393-1531

BIDS DUE: **Thursday, May 22, 2025 by 10:00 a.m.**

TO: All Prospective Bidders

Attention of all Bidders is called to the following addendum for Warrenville's B2025-04 – River Road Curb & Gutter Improvements Project.

The information given in this First Addendum shall be considered by each prospective Bidder in the preparation of its Proposal.

A copy of this Addendum No. 1 shall be included in the Bidder's Proposal.

After the bid was advertised, various quantities were updated and a new pay item was added to account for potential work associated with the installation of a raised median between Rogers Avenue and Townline Road. If the City elects to proceed with this work, an updated plan sheet will be provided to the awarded contractor.

REVISIONS TO THE BID DOCUMENTS

1. Quantities associated with Pay Items 1-3, 6-12, 15, 22, 24, and 30-31 have been updated and Pay Item 32 has been added. The updated Bidder's Proposal sheets are included on the following pages and shall replace the current sheets.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
1	TOPSOIL FURNISH AND PLACE, 4" (SPECIAL)	7,694	SY	1.00	7694.00
2	SEEDING, CL 1A (SPECIAL)	1.59	ACRE	24,750.00	39352.50
3	MULCH METHOD 3 (SPECIAL)	1.59	ACRE	5000.00	7950.00
4	SUPPLEMENTAL WATERING	10	UNIT	100.00	1000.00
5	DETECTABLE WARNINGS	120	SF	40.00	4800.00
6	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, N50, MIX "D", 2"	163	TON	127.00	20,701.00
7	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	1,123	SY	5.70	6401.10
8	BITUMINOUS MATERIALS (TACK COAT)	505	LB	0.01	5.05
9	CLASS D PATCHES, TYPE IV, 9"	1,950	SY	60.00	117,000.00
10	COMBINATION CURB & GUTTER REMOVAL	215	LF	19.00	4085.00
11	COMBINATION CONCRETE CURB & GUTTER TYPE B-6.12	4,231	LF	25.00	105,775.00
12	HOT-MIX ASPHALT PAVEMENT REMOVAL (FOR CURB & GUTTER)	418	SY	20.00	8360.00
13	SIDEWALK REMOVAL	27	SF	10.00	270.00
14	PORTLAND CEMENT CONCRETE SIDEWALK, 5" (FIBERIZED)	722	SF	12.00	8664.00
15	FRAMES AND LIDS TO BE ADJUSTED (STORM, VALVE VAULT)	24	EACH	550.00	13,200.00
16	FRAMES AND LIDS TO BE ADJUSTED (SANITARY)	1	EACH	1200.00	1200.00
17	AGGREGATE SURFACE REMOVAL (FOR DRIVEWAYS)	137	SY	9.70	1328.90
18	HOT-MIX ASPHALT PAVEMENT REMOVAL (FOR DRIVEWAYS)	438	SY	9.70	4248.60
19	INCIDENTAL HOT-MIX ASPHALT SURFACING (FOR DRIVEWAYS), 3"	70	TON	165.00	11,550.00
20	INCIDENTAL HOT-MIX ASPHALT SURFACING (FOR DRIVEWAYS), 6"	56	TON	130.00	7280.00
21	PAVEMENT MARKING REMOVAL	700	SF	1.30	910.00
				SUB-TOTAL:	

ADDENDUM NO. 1

BIDDER'S PROPOSAL

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
22	**THERMOPLASTIC PAVEMENT MARKING - LINE 4"**	**1,613**	**LF**	1.95	3145.35
23	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	68	LF	2.95	200.60
24	**THERMOPLASTIC PAVEMENT MARKING - LINE 12"**	**435**	**LF**	6.00	2610.00
25	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	75	LF	9.00	675.00
26	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	32.3	SF	12.00	387.60
27	TRAFFIC CONTROL AND PROTECTION	1	L SUM	17,800.00	17,800.00
28	INSURANCE PROVISIONS - COMPLETE	1	L SUM	1500.00	1500.00
29	PRECONSTRUCTION VIDEO TAPING	1	L SUM	1195.00	1195.00
30	**RECESSED REFLECTIVE PAVEMENT MARKER**	**27**	**EACH**	160.00	4320.00
31	**RAISED REFLECTIVE PAVEMENT MARKER REMOVAL**	**23**	**EACH**	20.00	460.00
32	**CONCRETE CURB, TYPE B**	**107**	**LF**	34.00	3638.00
				SUB-TOTAL:	
				BIDDER'S PROPOSAL FOR ENTIRE BID:	407,706.70

TOTAL BASE BID CONTRACT PRICE:

Four hundred seven thousand seven hundred six Dollars and seventy Cents
(in writing) (in writing)

407,706 Dollars and 70 Cents
(in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

4. 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 are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Sexual Harassment Policy. Bidder warrants, represents and certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Substance Abuse Prevention Program. Bidder warrants, represents and certifies that it has a program in place that meets or exceeds the program requirements of the Substance Abuse Prevention Program on Public Works Projects Act, 820 ILCS 265, and, if awarded the Contract for the Work, will file a copy of the program with Owner prior to the Contract Commencement Date.

F. Subcontractors. Bidder warrants, represents and certifies that it will perform at least 51% of the Work with its own equipment and forces and plans to retain the following subcontractors for the types and amounts of the work listed below (attach additional page if needed):

Subcontractor Name	**Type of Work**	**Estimated Price Amount**
Landscape By Gary Weiss	Landscaping	55,996.00
Highstar	Traffic Control & striping	20,148.00

G. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of 5% bid bond dollars ($_____), which is equal to at least five percent of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 22nd day of May, 20 25.

Attest/Witness:

By: _____

Title: Treasurer

Geneva Construction Company LLC
Bidder

By: Cass W. Price

Title: Vice President

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

BIDDER'S SWORN ACKNOWLEDGEMENT

Cass W. Price ("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 Acknowledgement 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 LLC, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Geneva Construction Company LLC.

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	Robert Krug	999 Oakmont Plaza Suite 200 Westmont IL
Vice President	Michael P Bryan	41W590 Bowgren Cir Elburn
Secretary	Jenifer Krug-McNaughton	999 Oakmont Plaza Suite 200 Westmont, IL
Treasurer	John Miller	1137 W Downer Place Aurora IL

2. Partnership

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

The general partners of the partnership are as follows:

NAME	**ADDRESS**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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: _____.

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 Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)	**ADDRESS**
_____(___)	_____
_____(___)	_____
_____(___)	_____

[For each signatory, indicate 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]

DATED this 22nd day of May, 2025.

Attest/Witness:

By: _____

Title: Treasurer

Geneva Construction Company LLC
Bidder

By: Cass W. Price

Title: Vice President

Subscribed and Sworn to before me this 22nd day of May, 2025.

_____
Notary Public

My Commission Expires: 10-17-2025

BETHANY L. BRADLEY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires Oct 17, 2025

[SEAL]

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER IMPROVEMENTS

BIDDER'S SWORN WORK HISTORY STATEMENT

_____ ("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 Site concrete

2. Composition of Work

During the past three years, Bidder's work has consisted of:

____% Federal	65 % As Contractor	40 % Bidder's Forces
70 % Other Public	35 % As Subcontractor	25 % Subcontractors
30 % Private		35 % 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: 99 years

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

NAME	ADDRESS	YEARS

5. Business Licenses

List all business licenses currently held by Bidder:

ISSUING AGENCY	TYPE	NUMBER	EXPIRATION

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	City Of Aurora	City Of Batavia	Village Of Montgomery
Owner Address	44 E Downer Place	100 Island Dr	9999 Knell Rd
	Aurora IL 60507	Batavia IL 60510	Montgomery IL 60538
Reference	Tim Weidner	Rahat Bari	Chris Ott
Telephone Number	630-256-3200	630-454-2760	630-742-2051
Type of Work	Street Resurfacing	Street Resurfacing	Street Resurfacing
Contractor (If Bidder was) (Subcontractor)			
Amount of Contract	$5,141,706.00	$1,900,685.00	$3,371,545.00
Date Completed	10/2024	10/2024	10/2024

DATED this 22nd day of May, 20__.

Attest/Witness:

By: _____

Title: Treasurer

Geneva Construction Company LLC
Bidder

By: _____

Title: Cass W. Price Vice president

Subscribed and Sworn to
before me this 22nd day
of May, 2025

_____
Notary Public

My Commission Expires: 10-17-2025

[SEAL]

BETHANY L. BRADLEY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Oct 17, 2025

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 5/22/2025

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.

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

Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	61J14					
Contract With	IDOT	PRIVATE	CITY OF AURORA	PRIVATE	KDOT	
Estimated Completion Date	11/25	06/25	05/25	06/25	08/25	
Total Contract Price	694,700.00	1,602,300.00	3,157,900.00	3,633,200.00	1,729,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		699,800.00	691,100.00			1,390,900.00
Uncompleted Dollar Value if Firm is the Subcontractor	694,700.00			150,600.00	1,729,000.00	2,574,300.00
					Total Value of All Work	3,965,200.00

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					18,000.00	18,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	648,800.00	563,800.00	261,900.00	147,000.00	1,142,700.00	2,764,200.00
HMA Paving			200,000.00			200,000.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases, Surfaces		117,000.00	61,900.00		10,800.00	189,700.00
Highway, R.R., Waterway Struc.						0.00
Drainage					20,600.00	20,600.00
Electrical						0.00
Cover and Seal Coats	2,700.00	19,000.00		3,600.00		25,300.00
Concrete Construction			4,900.00		236,600.00	241,500.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning, Rotomilling	23,400.00		100.00		286,300.00	309,800.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
						0.00
						0.00
Totals	674,900.00	699,800.00	528,800.00	150,600.00	1,715,000.00	3,769,100.00

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Illinois Department of Transportation

Affidavit of Availability

For the Letting of 5/22/2025

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

Part I. Work Under Contract

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	5	6	7	8	Awards Pending	
Contract Number		61G82				
Contract With	VILLAGE OF NORTH AURORA	IDOT	PRIVATE	PRIVATE	CITY OF AURORA	
Estimated Completion Date	06/25	05/25	06/25	05/25	09/25	
Total Contract Price	759,100.00	438,000.00	1,105,800.00	341,200.00	3,368,800.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			1,105,800.00		3,368,800.00	6,865,500.00
Uncompleted Dollar Value if Firm is the Subcontractor	754,200.00	158,600.00		141,900.00		3,629,000.00
					Total Value of All Work	9,494,500.00

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						18,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	359,700.00	139,200.00	816,700.00	57,300.00	1,277,600.00	5,414,700.00
HMA Paving					204,000.00	404,000.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases, Surfaces	122,500.00		252,900.00		27,000.00	592,100.00
Highway, R.R., Waterway Struc.						0.00
Drainage						20,600.00
Electrical						0.00
Cover and Seal Coats	12,100.00				4,000.00	41,400.00
Concrete Construction	257,900.00			84,600.00		584,000.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning, Rotomilling	2,000.00	19,400.00			344,200.00	675,400.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals:	754,200.00	158,600.00	1,069,600.00	141,900.00	1,856,800.00	7,750,200.00

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Illinois Department of Transportation

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

Part I. Work Under Contract

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	9	10	11	12	Awards Pending	
Contract Number	61K90		61J91		62W69	
Contract With	IDOT	PRIVATE	IDOT	PRIVATE	IDOT	
Estimated Completion Date	07/25	06/25	08/25	06/25	10/25	
Total Contract Price	1,102,500.00	632,900.00	4,562,500.00	246,600.00	4,184,200.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,102,500.00		4,562,500.00		4,184,200.00	15,714,700.00
Uncompleted Dollar Value if Firm is the Subcontractor		632,900.00		246,600.00		4,508,500.00
					Total Value of All Work	20,223,200.00

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						18,000.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	643,400.00	219,800.00	939,800.00	169,900.00	1,631,100.00	9,018,700.00
HMA Paving	66,000.00		313,500.00		306,900.00	1,090,400.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases, Surfaces	1,500.00	210,400.00	64,300.00	28,500.00	9,900.00	906,700.00
Highway, R.R., Waterway Struc.						0.00
Drainage	64,800.00					85,400.00
Electrical						0.00
Cover and Seal Coats	200.00		400.00		600.00	42,600.00
Concrete Construction		202,700.00		48,200.00		834,900.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning, Rotomilling	86,600.00		229,300.00		265,300.00	1,257,600.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
						0.00
						0.00
Totals	862,500.00	632,900.00	1,547,300.00	246,600.00	2,214,700.00	13,254,200.00

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Illinois Department of Transportation

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	13	14	15	16	Awards Pending	
Contract Number			87873		62J72	
Contract With	PRIVATE	CITY OF NAPERVILLE	IDOT	PRIVATE	IDOT	
Estimated Completion Date	06/25	05/25	08/25	06/25	08/25	
Total Contract Price	276,700.00	151,500.00	1,060,900.00	222,500.00	1,374,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			1,060,900.00	222,500.00	1,374,000.00	18,372,100.00
Uncompleted Dollar Value if Firm is the Subcontractor	276,700.00	151,500.00				4,936,700.00
					Total Value of All Work	23,308,800.00

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Earthwork					1,600.00	19,600.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	161,700.00	119,200.00	322,200.00	141,400.00	832,700.00	10,595,900.00
HMA Paving			75,800.00		128,000.00	1,294,200.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases, Surfaces	105,500.00	12,000.00	124,900.00	16,200.00		1,165,300.00
Highway, R.R., Waterway Struc.						0.00
Drainage						85,400.00
Electrical						0.00
Cover and Seal Coats	5,500.00		200.00	7,800.00	200.00	56,200.00
Concrete Construction		19,300.00	206,400.00	52,200.00	91,000.00	1,203,800.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning, Rotomilling			60,000.00		106,400.00	1,424,000.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
						0.00
						0.00
Totals	272,700.00	150,500.00	789,500.00	217,600.00	1,159,900.00	15,844,400.00

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Illinois Department of Transportation

Affidavit of Availability

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Springfield, IL 62764

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	17	18	19	20	Awards Pending	
Contract Number		61K64	IDOT			
Contract With	KDOT	IDOT	61K66	BATAVIA TOWNSHIP		
Estimated Completion Date	06/25	06/25	06/25	06/25		
Total Contract Price	1,469,200.00	1,369,200.00	1,157,500.00	286,600.00		Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor		1,297,200.00	1,095,400.00	286,600.00	0.00	21,051,300.00
Uncompleted Dollar Value If Firm is the Subcontractor	1,469,200.00					6,405,900.00
					Total Value of All Work	27,457,200.00

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Earthwork		49,700.00				69,300.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	1,324,200.00	552,300.00	600,000.00	256,700.00		13,329,100.00
HMA Paving		14,000.00	6,900.00			1,315,100.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases, Surfaces	11,200.00	44,700.00	1,700.00			1,222,900.00
Highway, R.R., Waterway Struc.						0.00
Drainage						85,400.00
Electrical						0.00
Cover and Seal Coats	25,900.00			100.00		82,200.00
Concrete Construction		86,000.00	126,000.00			1,416,800.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning, Rotomilling	37,400.00	71,600.00	114,100.00	29,800.00		1,677,100.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
						0.00
						0.00
Totals	1,398,700.00	818,500.00	848,700.00	286,600.00	0.00	19,196,900.00

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

Illinois Department of Transportation

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Springfield, IL 62764

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

	21	22	23	24	Awards Pending	
Contract Number						
Contract With	AURORA TOWNSHIP	PRIVATE	CITY OF NAPERVILLE	CITY OF BATAVIA		
Estimated Completion Date	06/25	11/25	11/25	08/25		
Total Contract Price	293,900.00	535,500.00	102,800.00	261,300.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	293,900.00				0.00	21,345,200.00
Uncompleted Dollar Value if Firm is the Subcontractor		535,500.00	102,800.00	261,300.00		7,305,500.00
					Total Value of All Work	28,650,700.00

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		24,200.00				93,500.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	213,400.00	257,700.00	53,100.00	248,300.00		14,101,600.00
HMA Paving						1,315,100.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases, Surfaces	15,100.00	181,000.00	46,000.00			1,465,000.00
Highway, R.R., Waterway Struc.						0.00
Drainage	7,500.00		900.00			93,800.00
Electrical						0.00
Cover and Seal Coats	100.00		2,800.00			85,100.00
Concrete Construction		70,700.00				1,486,500.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning, Rotomilling	57,800.00	1,900.00		13,000.00		1,749,800.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
						0.00
						0.00
Totals	293,900.00	535,500.00	102,800.00	261,300.00	0.00	20,390,400.00

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

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 5/22/2025

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.

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

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.

	25	26	27	28	Awards Pending	
Contract Number						
Contract With	CITY OF ST CHARLES	KANE COUNTY EXTENSION SERVICES	WHEATLAND TOWNSHIP	BRISTOL ROAD DISTRICT		
Estimated Completion Date	07/25	08/25	08/25	06/25		
Total Contract Price	191,300.00	126,400.00	555,900.00	230,100.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		126,400.00	555,900.00	230,100.00	0.00	22,257,600.00
Uncompleted Dollar Value if Firm is the Subcontractor	191,300.00					7,496,800.00
					Total Value of All Work	29,754,400.00

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						93,500.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	108,800.00	64,800.00	366,600.00	203,500.00		14,845,300.00
HMA Paving						1,315,100.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases, Surfaces		26,100.00	61,000.00			1,562,100.00
Highway, R.R., Waterway Struc.						0.00
Drainage			4,500.00			98,300.00
Electrical						0.00
Cover and Seal Coats						85,100.00
Concrete Construction	81,700.00	16,500.00				1,584,700.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning, Rotomilling	800.00	19,000.00	77,400.00	22,200.00		1,869,200.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
						0.00
						0.00
Totals	191,300.00	126,400.00	509,500.00	225,700.00	0.00	21,443,300.00

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Illinois Department of Transportation

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For the Letting of 5/22/2025

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

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.

	29	30	31	32	Awards Pending	
Contract Number						
Contract With	CITY OF NAPERVILLE	VILLAGE OF ELBURN	CITYOF GENEVA	VILLAGE OF NORTH AURORA		
Estimated Completion Date	08/25	08/25	08/25	08/25		
Total Contract Price	542,800.00	1,063,700.00	2,408,400.00	1,754,600.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	542,800.00	1,063,700.00	2,408,400.00	1,754,600.00		28,027,100.00
Uncompleted Dollar Value if Firm is the Subcontractor						7,496,800.00
					Total Value of All Work	35,523,900.00

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

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Earthwork		14,000.00	14,100.00	39,300.00		160,900.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	513,300.00	416,200.00	1,265,000.00	790,500.00		17,829,300.00
HMA Paving						1,315,100.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases, Surfaces		32,400.00	6,500.00	117,900.00		1,708,900.00
Highway, R.R., Waterway Struc.						0.00
Drainage	4,800.00	29,600.00		56,400.00		189,100.00
Electrical						0.00
Cover and Seal Coats	6,300.00	500.00	300.00	1,100.00		93,300.00
Concrete Construction	18,400.00					1,603,100.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning, Rotomilling		108,100.00	249,500.00	177,700.00		2,404,600.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
						0.00
						0.00
Totals	542,800.00	599,500.00	1,535,500.00	1,182,900.00	0.00	25,304,300.00

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Illinois Department of Transportation

Affidavit of Availability

For the Letting of 5/22/2025

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

Part I. Work Under Contract

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	33	34	35	36	Awards Pending	
Contract Number						
Contract With	WINFIELD TWP HIGHWAT DEPT	PRIVATE	PRIVATE			
Estimated Completion Date	07/25	08/25	08/25			
Total Contract Price	116,600.00	148,300.00	461,200.00			Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor	116,600.00			0.00		28,143,700.00
Uncompleted Dollar Value If Firm is the Subcontractor		148,300.00	461,200.00			8,106,300.00
					Total Value of All Work	36,250,000.00

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

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Earthwork	3,200.00					164,100.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix	71,100.00	136,000.00	137,800.00			18,174,200.00
HMA Paving	3,000.00					1,318,100.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases, Surfaces	18,600.00	10,500.00	69,200.00			1,807,200.00
Highway, R.R., Waterway Struc.						0.00
Drainage						189,100.00
Electrical						0.00
Cover and Seal Coats	1,600.00		3,400.00			98,300.00
Concrete Construction			239,400.00			1,842,500.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning, Rotomilling	19,100.00	1,800.00	11,400.00			2,436,900.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
						0.00
						0.00
Totals	116,600.00	148,300.00	461,200.00	0.00	0.00	26,030,400.00

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 work you have subcontracted to others.

	1	2	3	4	Awards Pending
- Subcontractor	ALL STATE CONCRETE CUTTING		ACTION FENCE		MACKIE
Type of Work	JOINT SEALANT		FENCING		LAYOUT
Subcontract Price	19,800.00		238,600.00		8,500.00
Amount Uncompleted	19,800.00		77,800.00		8,500.00
- Subcontractor			DEMARR SEALCOATING		QUALITY SAW & SEAL
Type of Work			STRIPING/SIGNS		RUMBLE STRIPS
Subcontract Price			6,900.00		5,500.00
Amount Uncompleted			2,000.00		5,500.00
- Subcontractor			FOX EXCAVATING		
Type of Work			UNDERGROUND		
Subcontract Price			289,900.00		
Amount Uncompleted			69,100.00		
- Subcontractor			HERLIHY		
Type of Work			PLACE WALLS		
Subcontract Price			697,100.00		
Amount Uncompleted			6,600.00		
- Subcontractor			LANDSCAPE BY GARY WEISS		
Type of Work			LANDSCAPING		
Subcontract Price			43,500.00		
Amount Uncompleted					
- Subcontractor			WORK ZONE SAFETY		
Type of Work			TRAFFIC CONTROL		
Subcontract Price			6,800.00		
Amount Uncompleted			6,800.00		
- 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	19,800.00	0.00	162,300.00	0.00	14,000.00

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

Subscribed and Sworn to before me this 27th day of March, 2025

Officer or Director

Cass W. Price

Title

Vice President

Signature

Date

5/22/2025

Company

Geneva Construction Company LLC

Address

P.O. BOX 998

City

State

Zip

Aurora | IL | 60507

Signature of Notary Public

My commission expir

(Notary Seal)

Part III. Work Subcontracted to Others.

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

	5	6	7	8	Awards Pending
- Subcontractor			DEMARR		CLEAN SOILS
Type of Work			STRIPING & SIGNS		SOIL TESTING
Subcontract Price			36,200.00		4,500.00
Amount Uncompleted			36,200.00		4,500.00
- Subcontractor					D2K
Type of Work					STRIPING & TRAFFIC CONTROL
Subcontract Price					75,700.00
Amount Uncompleted					75,700.00
- Subcontractor					DLAND CONSTRUCTION
Type of Work					PCC WORK
Subcontract Price					954,900.00
Amount Uncompleted					954,900.00
- Subcontractor					GALAXY UNDERGROUND
Type of Work					UNDERGROUND
Subcontract Price					225,600.00
Amount Uncompleted					225,600.00
- Subcontractor					GRADALL WORX
Type of Work					REMOVALS
Subcontract Price					182,800.00
Amount Uncompleted					182,800.00
- Subcontractor					JE LANDWOKS
Type of Work					RESTORATION
Subcontract Price					62,900.00
Amount Uncompleted					62,900.00
- Subcontractor					PECITONICA
Type of Work					DETECTOR LOOPS
Subcontract Price					5,600.00
Amount Uncompleted					5,600.00
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	36,200.00	0.00	1,512,000.00

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Officer or Director

Cass W. Price

Title

Vice President

Signature of Notary Public

My commission expir

Signature

Date

5/22/2025

Company

Geneva Construction Company LLC

Address

P.O. BOX 998

City

State

Zip

Aurora | IL | 60507

(Notary Seal)

Part III. Work Subcontracted to Others.

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

	9	10	11	12	Awards Pending
- Subcontractor	ALLSTATE CONCRETE CUTTING		D&R ENVIRONMENTAL		NAFISCO
Type of Work	JOINT SEALANT		SOIL TESTING		TRAFFIC CONTROL
Subcontract Price	44,900.00		18,900.00		29,700.00
Amount Uncompleted	44,900.00		18,900.00		29,700.00
- Subcontractor	D2K		D2K		DND
Type of Work	STRIPING		STRIPING & TRAFFIC CONTROL		ELECTRICAL
Subcontract Price	14,100.00		119,500.00		306,500.00
Amount Uncompleted	14,100.00		119,500.00		306,500.00
- Subcontractor	GRADALL WORKS		GALAXY UNDERGROUND		EVERGREEN ROADWORKS
Type of Work	CONCRETE REMOVAL		UNDERGROUND		JOINT SEALANT
Subcontract Price	60,700.00		81,700.00		53,600.00
Amount Uncompleted	60,700.00		81,700.00		53,600.00
- Subcontractor	H&H ELECTRIC		GRADALL WORX		GALAXY UNDERGROUND
Type of Work	DETECTOR LOOPS		CONCRETE REMOVAL		UNDERGROUND
Subcontract Price	25,700.00		34,800.00		246,800.00
Amount Uncompleted	25,700.00		34,800.00		246,800.00
- Subcontractor	HIGHWAY SAFETY		HOMER TREE		GRADALL WORX
Type of Work	TRAFFIC CONTROL		TREE REMOVAL		PCC REMOVAL
Subcontract Price	9,200.00		5,800.00		137,500.00
Amount Uncompleted	9,200.00		5,800.00		137,500.00
- Subcontractor	KREATIVE SCAPE		HOME TOWNE ELCTRIC		JE LANDWORKS
Type of Work	PCC WORK		ELECTRICAL		RESTORATION
Subcontract Price	77,700.00		2,317,400.00		22,400.00
Amount Uncompleted	77,700.00		2,317,400.00		22,400.00
- Subcontractor	ORO STONE		JE LANDWORKS		KREATIVE SCAPE
Type of Work	RESTORATION		RESTORATION		PCC WORK
Subcontract Price	7,700.00		57,200.00		949,900.00
Amount Uncompleted	7,700.00		57,200.00		949,900.00
- Subcontractor			ROAD FABRICS		PRECISION PAVEMENT MARKING
Type of Work			LONG JOINT SEALANT		STRIPING
Subcontract Price			147,500.00		166,700.00
Amount Uncompleted			147,500.00		166,700.00
- Subcontractor			KREATIVE SCAPE		VETRANS VAC
Type of Work			PCC WORK		SS CLEANING
Subcontract Price			232,400.00		56,400.00
Amount Uncompleted			232,400.00		56,400.00
Total Uncompleted	240,000.00	0.00	3,015,200.00	0.00	1,969,500.00

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Subscribed and Sworn to before me this 27th day of March, 2025

Officer or Director

Cass W. Price

Title

Vice President

Signature

Date

5/22/2025

Company

Geneva Construction Company LLC

Address

P.O. BOX 998

City

State

Zip

Aurora | IL | 60507

Signature of Notary Public

My commission expir

(Notary Seal)

Part III. Work Subcontracted to Others.

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

	13	14	15	16	Awards Pending
- Subcontractor	DEMARR SEALCOATING	DEMARR SEALCOATING	DEL TORO	DEMARR SEALCOATING	BARRICADE LITES
Type of Work	STRIPING & SIGNS	STRIPING & SIGNS	RESTORATION	STRIPING & SIGNS	TRAFFIC CONTROL
Subcontract Price	4,000.00	1,000.00	38,700.00	4,900.00	17,500.00
Amount Uncompleted	4,000.00	1,000.00	38,700.00	4,900.00	17,500.00
- Subcontractor			J&S CONSTRUCTION		EVERGREEN ROADWORKS
Type of Work			UNDERGROUND		JOINT SEALANT
Subcontract Price			165,700.00		41,300.00
Amount Uncompleted			165,700.00		41,300.00
- Subcontractor			MACKIE		GALAXY UNDERGROUND
Type of Work			LAYOUT		UNDERGROUND
Subcontract Price			9,900.00		59,700.00
Amount Uncompleted			9,900.00		59,700.00
- Subcontractor			PRECISION PAVEMENT MARKING		GRADALL WORX
Type of Work			STRIPING		PCC REMOVAL
Subcontract Price			7,900.00		22,500.00
Amount Uncompleted			7,900.00		22,500.00
- Subcontractor			ROAD FABRICS		HELM ELECTRIV
Type of Work			LONG JOINT SEALANT		ELECTRICAL
Subcontract Price			7,900.00		150,500.00
Amount Uncompleted			7,900.00		15,500.00
- Subcontractor			WORK ZONE SAFETY		HIGHSTAR TRAFFIC
Type of Work			TRAFFIC CONTROL		STRIPING
Subcontract Price			41,300.00		27,800.00
Amount Uncompleted			41,300.00		27,800.00
- Subcontractor					JE LANDWORKS
Type of Work					RESTORATION
Subcontract Price					4,000.00
Amount Uncompleted					4,000.00
- Subcontractor					VETERNS VAC
Type of Work					SS CLEANING
Subcontract Price					16,800.00
Amount Uncompleted					16,800.00
- Subcontractor					D&R ENVIRONMENTAL
Type of Work					SOIL TESTING
Subcontract Price					9,000.00
Amount Uncompleted					9,000.00
Total Uncompleted	4,000.00	1,000.00	271,400.00	4,900.00	214,100.00

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Officer or Director

Cass W. Price

Title

Vice President

Signature of Notary Public

My commission expir

Signature

Date

5/22/2025

Company

Geneva Construction Company LLC

Address

P.O. BOX 998

City

State

Zip

Aurora | IL | 60507

(Notary Seal)

Part III. Work Subcontracted to Others.

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

	17	18	19	20	Awards Pending
- Subcontractor	EVERGREEN	ALLSTATE	BARRICADE LITES		
Type of Work	JOINT SEALANT	JOINT SEALANT	TRAFFIC CONTROL		
Subcontract Price	65,600.00	67,000.00	17,500.00		
Amount Uncompleted	65,600.00	67,000.00	17,500.00		
- Subcontractor	GEOMAT INC	CSD ENVIRONMENTAL	GALAXY		
Type of Work	STRIP REFLECTIVE CRACK CONTROL	SOIL ANALYSIS	UNDERGROUND		
Subcontract Price	4,900.00	12,400.00	139,300.00		
Amount Uncompleted	4,900.00	12,400.00	139,300.00		
- Subcontractor		FCS	GRADALL WORKS		
Type of Work		TRAFFIC CONTROL	REMOVALS		
Subcontract Price		23,800.00	26,000.00		
Amount Uncompleted		23,800.00	26,000.00		
- Subcontractor		INTEGRAL POWER ATLANTIC	JE LANDWORLS		
Type of Work		DETECTOR LOOPS	RESTORATION		
Subcontract Price		10,000.00	15,400.00		
Amount Uncompleted		10,000.00	15,400.00		
- Subcontractor		JE LANDWORLS	MARKING SPECIALISTS		
Type of Work		RESTORATION	STRIPING		
Subcontract Price		48,800.00	24,700.00		
Amount Uncompleted		48,800.00	24,700.00		
- Subcontractor		J&S CONSTRUCTION	ROAD FABRICS		
Type of Work		UNDERGROUND	JOINT SEALANT		
Subcontract Price		307,200.00	22,800.00		
Amount Uncompleted		307,200.00	22,800.00		
- Subcontractor		MARKING SPECIALISTS	STEVE PIPER		
Type of Work		STRIPING	TREE PROTECTION		
Subcontract Price		19,500.00	1,000.00		
Amount Uncompleted		19,500.00	1,000.00		
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	70,500.00	478,700.00	246,700.00	0.00	0.00

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Officer or Director

Cass W. Price

Title

Vice President

Signature of Notary Public

My commission expir

Signature

Date

5/22/2025

Company

Geneva Construction Company LLC

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60507

(Notary Seal)

Part III. Work Subcontracted to Others.

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

	21	22	23	24	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					
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Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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

Subscribed and Sworn to before me this 27th day of March, 2025

Officer or Director

Cass W. Price

Title

Vice President

Signature of Notary Public

My commission expir

Signature

Date

5/22/2025

Company

Geneva Construction Company LLC

Address

P.O. BOX 998

City

State

Zip

Aurora

IL

60507

(Notary Seal)

Part III. Work Subcontracted to Others.

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

	25	26	27	28	Awards Pending
- Subcontractor			NAFISCO INC	WORK ZONE SAFETY	
Type of Work			TRAFFIC CONTROL	TRAFFIC CONTROL	
Subcontract Price			6,800.00	4,400.00	
Amount Uncompleted			6,800.00	4,400.00	
- Subcontractor			D2K		
Type of Work			STRIPIMG		
Subcontract Price			39,600.00		
Amount Uncompleted			39,600.00		
- 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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Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	46,400.00	4,400.00	0.00

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

Subscribed and Sworn to before me this 27th day of March, 2025

Officer or Director

Cass W. Price

Title

Vice President

Signature of Notary Public

My commission expir

Signature

Date

5/22/2025

Company

Geneva Construction Company LLC

Address

P.O. BOX 998

City

State

Zip

Aurora | IL | 60507

(Notary Seal)

Part III. Work Subcontracted to Others.

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

	29	30	31	32	Awards Pending
- Subcontractor		D2K	D2K	D2K	
Type of Work		STRIPING	STRIPING & TRAFFIC CONTROL	STRIPING	
Subcontract Price		6,300.00	111,000.00	6,300.00	
Amount Uncompleted		6,300.00	111,000.00	6,300.00	
- Subcontractor		GRADALL WORX	FER-PAL	GRADALL WORX	
Type of Work		PCC REMOVAL	WATER MAIN LINING	PCC REMOVALS	
Subcontract Price		91,300.00	99,000.00	107,200.00	
Amount Uncompleted		91,300.00	99,000.00	107,200.00	
- Subcontractor		JE LANDWORKS	JE LANDWORKS	JE LANDWORKS	
Type of Work		RESTORATION	RESTORATION	RESTORATION	
Subcontract Price		38,200.00	28,200.00	23,500.00	
Amount Uncompleted		38,200.00	28,200.00	23,500.00	
- Subcontractor		KREATIVE SCAPE INC	KREATIVE SCAPE	KREATIVE SCAPE	
Type of Work		PCC WORK	PCC WORK	PCC WORK	
Subcontract Price		285,000.00	430,900.00	410,700.00	
Amount Uncompleted		285,000.00	430,900.00	410,700.00	
- Subcontractor		NAFISCO INC	PERFORMANCE CONSTRUCTION	NAFISCO INC	
Type of Work		TRAFFIC CONTROL	UNDERGROUND	TRAFFIC CONTROL	
Subcontract Price		10,000.00	129,400.00	24,000.00	
Amount Uncompleted		10,000.00	129,400.00	24,000.00	
- Subcontractor		SKC	SAFE STEP		
Type of Work		CRACK ROUTE & SEAL	SIDEWALK REPAIR		
Subcontract Price		33,100.00	35,000.00		
Amount Uncompleted		33,100.00	35,000.00		
- Subcontractor			SKC		
Type of Work			CRACK ROTE & FILL		
Subcontract Price			39,400.00		
Amount Uncompleted			39,400.00		
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	463,900.00	872,900.00	571,700.00	0.00

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

Subscribed and Sworn to before me this 27th day of March, 2025

Officer or Director

Cass W. Price

Title

Vice President

Signature of Notary Public

My commission expir

Signature

Date

5/22/2025

Company

Geneva Construction Company LLC

Address

P.O. BOX 998

City

State

Zip

Aurora | IL | 60507

(Notary Seal)

Part III. Work Subcontracted to Others.

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

	33	34	35	36	Awards Pending
- 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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Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
- Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

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

Cass W. Price

Title

Vice President

Signature

Date

5/22/2025

Company

Geneva Construction Company LLC

Address

P.O. BOX 998

City | State | Zip

Aurora | IL | 60507

Subscribed and Sworn to before me this 27th day of March, 2025

Bethany L Bradley 10-17-2025

Signature of Notary Public — My commission expir

BETHANY L. BRADLEY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Oct 17, 2025

(Notary Seal)

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Geneva Construction Company, P.O. Box 998, Aurora, IL 60507,
(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606,
(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Illinois, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 3S258 Manning Avenue, Warrenville, Illinois 60555-2912, as Obligee, hereinafter called Owner, in the full and just sum of

Five Percent of Amount Bid Dollars ($ 5%), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated May 22, 2025 to Owner entitled "Contract for the Construction of River Road Curb & Gutter Improvements — Bidder's Proposal" (the "Proposal"), 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 Bidder shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the Contract Agreement and the Contractor's Certification, in the form included in the bound Bid Package, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Proposal, 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 the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder 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 22nd day of May, 2025.

Attest/Witness:

By: _____

Title: Treasurer

PRINCIPAL Geneva Construction Company

By: _____

Title: Cass Price, Vice President

Attest/Witness:

By: _____

Title: _____

SURETY Continental Casualty Company

By: _____

Title: Ann Marie Waters, Attorney-in-Fact

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8, FOR SIGNATURE REQUIREMENTS

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, DeAnne Marie Pehlke Notary Public of Will County, in the State of Illinois, do hereby certify that Ann Marie Waters 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 the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the Village of Naperville in said County, this 22nd day of May 20 25

DeAnne Marie Pehlke

(Notary Public)

DeAnne Marie Pehlke

My Commission expires: 11/7/2027

Notary Seal:

"OFFICIAL SEAL"
DEANNE MARIE PEHLKE
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 980957
MY COMMISSION EXPIRES 11/7/2027

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
SOUTH DAKOTA

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 22nd day of May, 2025

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 / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 2030

Geneva Construction Company, LLC
P.O. Box 998 Aurora, IL 60507

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 UNLIMITED

001	EARTHWORK	$2,500,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	$575,000
017	CONCRETE CONSTRUCTION	$16,000,000
032	COLD MILL,PLAN. & ROTOMILL	$7,825,000
08A	AGGREGATE BASES & SURF. (A)	$6,100,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/29/2025 TO 4/30/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 4/29/2025.

Engineer of Construction

IL 494-0645

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: ***Geneva Construction Company***
P.O. Box 998
Aurora, IL 60507-0998
("Contractor")

FROM: City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois
60555-2912
("Owner")

On the ***2nd*** day of ***June***, ***2025***, Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated on the ***22nd*** day of ***May***, ***2025***, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package 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 ***RIVER ROAD CURB & GUTTER IMPROVEMENTS PROJECT***; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the 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 or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

Within two weeks of ***June 2, 2025***, the Contract will be executed by Owner provided that all Conditions Precedent to Closing have been satisfied. Contractor must have complied with all Conditions Precedent to Closing set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED this ***2nd*** day of ***June***, ***2025***.

CITY OF WARRENVILLE

By: Cristina White
City Administrator

#55734758_v2

CONTRACT BETWEEN

CITY OF WARRENVILLE

AND

GENEVA CONSTRUCTION COMPANY

FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

CONTRACT BETWEEN

CITY OF WARRENVILLE

AND

GENEVA CONSTRUCTION COMPANY

FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

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CONTRACTOR'S CERTIFICATION

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APPENDIX 1 - Prevailing Wage Rates

PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

CONTRACT BETWEEN

CITY OF WARRENVILLE

AND

GENEVA CONSTRUCTION COMPANY

FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER

IMPROVEMENTS

In consideration of the mutual promises set forth below, the City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555-2912, a home rule municipal corporation ("Owner"), and Geneva Construction Company, P.O. Box 998, Aurora, Illinois 60507-0998, ***a corporation*** ("Contractor"), make this Contract as of the ***2nd*** day of ***June, 2025***, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this 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 to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, and the drawings identified in the list attached hereto as Attachment C.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and

construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Except as otherwise provided in Attachment B, Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two black and white prints and one electronic copy in Adobe Acrobat (.pdf) format of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception (or its equivalent) noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception (or its equivalent) noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting

underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, beconclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. Any Change Order that authorizes or necessitates an increase of fifty per cent or more in (a) the original Contract Price or (b) the original prices of any subcontractor under this Contract, shall be subject to bidding in the same manner as the original Contract or subcontract was bid.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. **Scope of Warranty**. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. **Length of Warranty; Repairs; Extension of Warranty**. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. **Subcontractor and Supplier Warranties**. Whenever Attachment B requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class VIII or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner and from companies with a general rating of A minus, and a financial size category of Class VIII or better, in Best's Insurance Guide. Such insurance shall provide that no change, modification in, or 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 Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner. The provision of insurance as provided in this Contract shall not be a limit on the Contractor's obligation under this Section 4.3.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Certified Payroll Records. Contractor shall submit to Owner, on a monthly basis, the certified payroll records required by Section 5 of the Prevailing Wage Act, as amended, 820 ILCS 130/5. Such records shall be provided on the current forms for certified payroll records issued by the Illinois Department of Labor or such other form as is acceptable to Owner.

D. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Workor the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract; or (11) engineering and inspection charges imposed pursuant to this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits,judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed

beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

City of Warrenville
28W701 Stafford Place
Warrenville, Illinois 60555-2912
Attention: Phil Kuchler, Deputy Public Work Director

with a copy to:

Elrod Friedman LLP
325 N. Lasalle Dr., Suite 450
Chicago, Illinois 60654
Attention: Brook Lenneman

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Geneva Construction Company
P.O. Box 998
Aurora, Illinois 60507-0998
Attn: Cass Price

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 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.

7.11 Compliance with Laws and Grants

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 all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages in effect as of the date of this Contract has been attached as an Appendix to this Contract; 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 wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq*.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq*.; any statutes 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 Discrimination in Public Contracts Act, 775 ILCS 10/1 *et seq*.; and any statutes 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 also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid 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.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 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.

7.15 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.

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.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)
Attest/Witness:

By: _____

Title: _____

CITY OF WARRENVILLE

By: _____
Cristina White

Title: City Administrator

Attest/Witness:

By: _____

Title: _____

GENEVA CONSTRUCTION COMPANY

By: _____
CASS W. PRICE

Title: ***VICE PRESIDENT***

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

CASS W. PRICE, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 *et seq*.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq*.; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001; or (iv) failure to have in place a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4); or (v) failure to have a program in place that meets or exceeds the program requirements of the Substance Abuse Prevention Program on Public Works Projects Act, 820 ILCS 265, and agrees that it will file with the Owner prior to the Contract Commencement Date either a copy of the program or a notarized statement that there is a collective bargaining unit in place that applies to the employees who will be performing Work pursuant to the Contract.

DATED this ***2ND*** day of ***June***, ***2025***.

Attest/Witness: ***GENEVA CONSTRUCTION COMPANY***

By: _____ By: _____
CASS W. PRICE

Title: _____ Title: ***VICE PRESIDENT***

Subscribed and Sworn to
before me this ____ day
of _____, 20__.

My Commission Expires: _____

_____
Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project**:

Approximately 4,000 lineal feet of curb and gutter installation; 1,800 square yards of asphalt pavement patching; 1.6 acres of topsoil and hydroseeding; sidewalk replacement; and all incidental and collateral work necessary to complete the project.

2. **Work Site**:

River Road from Warrenville Road to Ferry Road

3. **Permits, Licenses, Approvals, and Authorizations**:

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

☐ ***[IDENTIFY PERMITS, LICENSES, AND APPROVALS OBTAINED, OR TO BE OBTAINED, BY OWNER]***

_____

_____

☒ No Exceptions

4. **Commencement Date**:

☐ the date of execution of the Contract by Owner

☐ 10 calendar days following execution of the Contract by Owner

☒ No sooner than June 9, 2025, (Reference "Special Instruction to Bidders" for additional dates)

5. **Completion Date**:

☐ _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

☒ August 8, 2025, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract (Reference "Special Instruction to Bidders" for additional dates)

6. **Insurance Coverages**:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$1,000,000 injury-per occurrence

$1,000,000 disease-per employee

$1,000,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Commercial Motor Vehicle Liability with a combined single limit for bodily injury and property damage of not less than $2,000,000 per occurrence for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Commercial General Liability with coverage written on an "occurrence" basis and with "per project" limits no less than a combined single limit for personal injury, bodily injury and property damage of $2,000,000 per occurrence and $4,000,000 general aggregate.

Coverages shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

☐ D. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement, and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

☒ E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, shall purchase this Insurance in the name of Owner and Engineering Resource Associates, Inc. with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence and twice in the general aggregate.

☒ F. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. 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.

☐ G. Deductible. Each policy shall have a deductible or self-insured retention of not more than $5,000.00.

☒ H. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Commercial General Liability

Commercial Motor Vehicle Liability

Each Additional Insured endorsement shall identify Owner as follows:

> City of Warrenville, including its Mayor and City Council and elected and appointed officials, and its officers, employees, agents, attorneys, consultants, and representatives.

The coverage afforded the Additional Insureds shall be primary and non-contributory insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance.

☒ I. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured	Policy or Policies
Engineering Resource Associates, Inc.	Commercial General Liability

7. **Contract Price**:

SCHEDULE OF PRICES

☐ A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

☒ B. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
			$_____.	$_____.__
			$_____.	$_____.__
			$_____.	$_____.__
			$_____.	$_____.__

TOTAL CONTRACT PRICE:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

☐ C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to ***[DESCRIBE LUMP SUM WORK]***, the total sum of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

(2) For providing, performing, and completing all Work related ***to [DESCRIBE UNIT PRICE WORK]***, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
_____	_____	_____	$_____.	$_____.__
_____	_____	_____	$_____.	$_____.__
_____	_____	_____	$_____.	$_____.__
_____	_____	_____	$_____.	$_____.__

TOTAL CONTRACT PRICE (the sum of (1) plus the extension of (2)):

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

8. **Progress Payments**:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows:

(1) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge (See Section 6.4 of Contract)**:

One Thousand Dollars ($1,000.00)

ATTACHMENT B

SPECIFICATIONS

SPECIFICATIONS

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The "Standard Specifications for Road and Bridge Construction", as prepared by the Illinois Department of Transportation (IDOT), dated January 1, 2022, shall govern all work included in this project. The "Supplemental Specifications and Recurring Special Provisions", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "National Electric Code", which are in effect on the date of invitation for bids shall also govern, as appropriate. The following project Specifications included herein apply to and govern the proposed improvement and, in case of conflict with any part or parts of IDOT Specifications, these project Specifications shall take precedence and shall govern.

DEFINITIONS: The following list of definitions amends Section 101 of the "Standard Specifications for Road and Bridge Construction".

Owner - Shall mean the City of Warrenville, an Illinois home rule municipal corporation.

Engineer - Shall mean Engineering Resource Associates, Inc. their officers, employees, and agents who are employed by the Owner to act as their professional representative on the project.

Project - Shall mean all work described and/or shown in the Plans and Specifications that are part of the Contract between the Contractor and the Owner.

START/END DATES:

Following the execution of Contract by Owner, All Work cannot begin sooner than June 9, 2025. All Work must be completed by August 8, 2025.

PROJECT ENGINEER: The bidder is hereby advised that although the above-designated Standard Specifications shall govern the construction of this improvement, the Illinois Department of Transportation will not have jurisdiction over the construction. Jurisdiction for this improvement will be vested in the Owner and their duly authorized representative, Engineering Resource Associates, Inc. 3S701 West Avenue, Suite 150, Warrenville, Illinois 60555, (630) 393-3060.

The Engineer shall have the authority to review and periodically observe the Contractor's performance for compliance with the Plans and Specifications, make all interpretations in the Plans and Specifications, condemn or reject work that is found not to be in compliance, determine the amounts to be paid to the Contractor, and make minor changes in the work that he deems necessary and to be in the best interest of the Owner.

The Engineer is not responsible for advising the Contractor on various construction methods, means, techniques, sequences, procedures, or any safety precautions, and has no authority in giving the Contractor any instructions in this regard. The Engineer is not a project supervisor. All supervisory responsibilities are that of the Contractor.

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor’s or Subcontractor’s work performed on this project, and shall not be responsible for the Contractor’s or Subcontractor’s means, methods, techniques, sequences or procedures, timely performance, safety programs and/or precautions incident thereto, or construction, since they are solely the Contractor’s rights and responsibilities under these Contract documents.

Additionally, the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner in connection with this project, or the failure of the Owner, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with these Contract documents.

CONTRACTOR PAYMENTS: Pursuant to Sections 5.3B & 5.4C of the Contract, the form of each Pay Request shall conform with the following requirements: the Contractor will be paid from funds allocated for financing the project at monthly intervals in accordance with the Contract. At the end of each calendar month, the Contractor shall submit to the Engineer a sworn statement of the value of work completed to date, a breakdown of amounts remaining to be completed, and partial Waivers of Lien from himself and all Subcontractors and material suppliers, and a sworn statement that those vendors are a complete list of all vendors that are employed on this Contract to complete the required work. All Waivers of Lien will be on the long form, a sample of which is attached hereto. The Owner will accept a single waiver from the Contractor for the first payment, with full waiver submittals, as described above, for all subsequent payouts. All partial Waivers shall be considered to be "Waivers of Lien to Date".

For partial payments, all Contractors and Subcontractors shall furnish certification that the work for which payment is requested has been performed and is in place, and to the best of their knowledge, information, and belief the quality of such work is in accordance with the Contract, subject to 1) any evaluation of such work as a functioning project upon substantial completion, 2) the results of any subsequent tests permitted by the Contract, and 3) any defects or deficiencies not readily apparent upon inspection of the work.

For final payment, the Contractor shall provide certification that the work has been performed in a satisfactory manner and in conformance with all requirements as stipulated in the Contract documents. Final payment will be issued after the entire project has been inspected and all outstanding items have been accepted by the Owner and the Engineer.

The Contractor shall receive final payment not later than sixty (60) days after owner receives the Final Pay Request, which will not be issued until final payment is authorization by the Engineer and receipt by the Owner of all required Contractor submissions in accordance with the Contract documents including, without limitation to an application for payment, together with a Contractor's sworn statement in a form acceptable to the Owner, final Waivers of Lien from the Contractor, all Subcontractors and material suppliers in a form acceptable to the Owner, and such other supporting documentation as the Owner may reasonably require to assure proper completion of the work free and clear of third party claims.

Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Owner that the Contractor and Subcontractors have paid all wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act", and that all materials were taken from fully-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

EXISTING UTILITIES: The adjustment of all facilities of Nicor, AT&T, ComEd, Cable Television, etc., shall be done by the respective utility company and, if a conflict is known, are indicated on the Plans as to be done **"BY OTHERS"**. All other utility adjustments to sewer, water, and other local facilities under the control of the Owner shall be performed under this Contract and will be paid for

under the respective items in the Contract, unless otherwise indicated on the Plans or directed by the Engineer.

The Contractor shall contact **J.U.L.I.E. (1-800-892-0123)** at least 72 hours prior to commencement of work, for public utility locations. The Contractor shall also contact the Water Department of the Owner for location of their facilities, the Department of Public Works of the Owner for location of street lighting cable and sanitary sewers, and the Sanitary District, County, or local Water Commission for location of their facilities if not serviced by a municipal system. In areas on or adjacent to State or County highways, the Contractor shall notify the Electrical Department of the appropriate agency for location of traffic signal equipment. Any cost incurred for the locating of electric or traffic control facilities shall be borne by the Contractor, and no extra compensation shall be allowed. See Contract for further provisions.

UTILITY REPAIR: Whenever the Contractor or any Subcontractor damages an underground utility under the jurisdiction of the Owner or other Municipal agency, the Contractor shall proceed immediately to make the repairs or make arrangements for the repair of the damaged utility. The Contractor shall pay all costs associated with this work, utilizing the skills of a qualified repair Contractor of his own choosing or utilizing his own forces to make the necessary repairs. He shall furnish all labor, materials, and equipment necessary to restore any pipe-line, conduit, service line, etc. to their full and permanent service condition or cause them to be completed using outside Contractors.

All utilities shall be repaired immediately so that service is not interrupted any longer than necessary to any residences or businesses affected by this interruption. If a temporary repair is necessary, it shall be done immediately, and if subsequent permanent repairs are necessary, they shall be completed within one week's time (seven (7) days). The Engineer will be the sole authority in directing the Contractor as to the extent of work required to correct the damage to the standards expected by the Owner and as to what repairs need to be handled immediately, and what can be deferred for a week's time. Should the necessary permanent repairs not be done within the time frame stated above, the Owner reserves the right to make the necessary arrangements to have said repairs made by their own maintenance Contractor and back charge the Contractor for all costs related thereto. No additional compensation will be allowed for the repair of any underground utilities damaged by the Contractor due to accidental damage. Any damage done to other public or private utilities shall be reported to the respective utility immediately and the Contractor shall be totally liable for any and all costs for said damage.

PUBLIC NOTIFICATION: When directed by the Owner to notify the public that certain activities included in this project may adversely affect or remove access to their property, buildings, or surroundings, the Contractor will be required to distribute "NOTICES" door to door. This may be necessary when driveway access is altered or removed, water service is to be interrupted, or when any other situation arises that requires the public to be notified. The Contractor shall furnish all necessary personnel to properly distribute said "NOTICES" as directed by the Owner or the Engineer in a time frame to be established by the Owner. All "NOTICES" shall be drafted by the Owner and/or Engineer and furnished to the Contractor for distribution. No "NOTICES" will be distributed that are not endorsed by the Owner or that are not on the Owner's letterhead. No additional compensation will be allowed for this effort.

CONSTRUCTION LAYOUT MATERIALS: Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his expense, a sufficient quantity of staking materials, including stakes, lath, paint, etc., to adequately stake out line and grade for the proposed improvements. These materials shall be furnished prior to the beginning of construction and the Contractor shall provide sufficient time for the Engineer to properly stake all various units of construction. All staking and marking will be done on offset lines

on permanently paved surfaces or stakes at the Engineer's option within the public right-of-way, and it will be the Contractor's responsibility to transfer the grades to the actual line of construction. Failure to provide the necessary materials will result in a delay in starting the project, which will count against the time allowed to complete the project.

Once the stakes have been set, the Contractor shall exercise proper care for the preservation of these stakes to prevent unnecessary losses and additional cost for restaking. Negligence on the part of the Contractor for preserving these stakes serves as just cause for the Engineer to be compensated for the additional cost of resetting those stakes which are displaced. The Engineer will be compensated for his actual cost to reset said stakes, including all labor and materials furnished by the Engineer. All other provisions of the aforementioned section shall apply to this Contract.

INSPECTION OF MATERIALS: All hot-mix asphalt and concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA requirements.

The Contractor is to submit a QC plan for hot-mix asphalt and concrete materials to the Project Engineer for approval prior to construction operations commencing.

QC reports for hot-mix asphalt and concrete mixtures will be transmitted to the Project Engineer by the Contractor daily during production. The Project Engineer shall review and approve all QC reports prior to finalizing the project. A minimum of five percent (5%) of the contract amount will be withheld from the Engineer's Payment Estimate pending receipt of all QC documentation and approval by the Project Engineer.

The Contractor's attention is directed to Section 406.07(c) of the Standard Specifications. The Contractor will be required to cut cores from the completed pavement at the station or at locations determined by the Engineer. Nuclear Density Acceptance may be used in lieu of cores if both Quality Control and Quality Assurance have correlated nuclear gages.

INCIDENTAL CONSTRUCTION: Whenever the performance of work is indicated on the Plans or required in the Specifications and no provision is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. If such work is included on the Plans and not the Specifications, or vice versa, it shall be considered to be required in both and included in the work required under the Contract.

PROFESSIONAL LANDSCAPE REQUIREMENT: The Contractor shall procure the services of a qualified, experienced, competent and professional landscaping Contractor for all landscape work included in the Contract Plans and Specifications. The Contractor shall be responsible for the proper performance by such landscape Contractor for the landscape work required by the Contract Plans and Specifications, and such work shall be included in the Contractor's Guaranty and Warranty as provided in the Special Provisions of the Contract Specifications.

USE OF MUNICIPAL WATER: A portion of the IDOT "Standard Specifications" governing methods of construction on various items of work that may be included in this Contract may necessitate the use of a supply of domestic water.

If the Owner under this Contract is a Municipal Corporation having jurisdiction over a public water supply, the Contractor will make his own arrangements to secure a supply of water, but all fees shall be waived and there will be no charge for water used to comply with the requirements of the Specifications. A meter deposit may, however, be required and the Contractor will be responsible for any damages to the meter, or to the water system due to improper use of the facilities.

If the Owner under this Contract is a "private party" or corporation other than a Municipal Corporation or Illinois unit of local government, the Contractor shall make the same arrangements as outlined above for securing said supply of water. If the work site is located within a Municipality and a public water supply is available, he shall make the necessary arrangements with the proper officials to use that water supply, if possible, secure a meter to quantify usage, and pay all costs including cost of water for those respective services.

No additional compensation will be allowed for compliance with this provision.

COMPLETION AND FINAL PUNCHLIST: After all work on this project is complete and a Notice of Completion is provided by Contractor pursuant to Section 5.4 of the Contract, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default.

INDEX FOR SUPPLEMENTAL SPECIFICATIONS:

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

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

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BDE SPECIAL PROVISIONS:

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

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

	File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐	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	
*	5053I	7	☐	Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	5026I	8	☐	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80460	9	☒	Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	
	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	
	80461	13	☐	Concrete Barrier	Jan. 1, 2025	
	80453	14	☐	Concrete Sealer	Nov. 1, 2023	
	80261	15	☐	Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
*	80029	16	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
	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
	80456	21	☐	Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
	80446	22	☐	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	23	☐	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80450	24	☐	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80464	25	☒	Pavement Marking Inspection	April. 1, 2025	
	80441	26	☒	Performance Graded Asphalt Binder	Jan. 1, 2023	
	80459	27	☐	Preformed Plastic Pavement Marking	June 2, 2024	
*	3426I	28	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	29	☒	Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	30	☒	Seeding	Nov. 1, 2022	
	80457	31	☐	Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
	80462	32	☐	Sign Panels and Appurtenances	Jan. 1, 2025	April 1, 2025
	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
	80463	38	☐	Submission of Bidders List Information	Jan. 2, 2025	
	80437	39	☐	Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	40	☐	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80465	41	☐	Surveying Services	April 1, 2025	
	80466	42	☐	Temporary Rumble Strips	April 1, 2025	
*	20338	43	☐	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	44	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	45	☒	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458	46	☐	Waterproofing Membrane System	Aug. 1, 2024	
	80302	47	☐	Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
	80454	48	☐	Wood Sign Support	Nov. 1, 2023	
	80427	49	☒	Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
*	80071	50	☐	Working Days	Jan. 1, 2002	

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

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

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

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

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

Effective: January 1, 2025

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

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

Revise Article 302.02 of the Standard Specifications to read:

"**302.02 Materials.** Materials shall be according to the following.

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

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

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

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

"(c) Cement.....1001"

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

"(i) Ground Granulated Blast Furnace (GGBF) Slag .....1010"

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

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

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

Revise Article 352.02 of the Standard Specifications to read:

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

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

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

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

Revise Article 404.02 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

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

Revise Article 583.01 of the Standard Specifications to read:

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

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

"(a) Cement.....1001"

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

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

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

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

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

"The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.90 percent or greater."

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

"The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.80 percent or greater."

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

"The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.90 percent or greater."

Revise Article 1017.01 of the Standard Specifications to read:

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

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

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

Revise Article 1019.02 of the Standard Specifications to read:

"**1019.02 Materials.** Materials shall be according to the following.

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

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

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

Revise Article 1019.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"The qualified product lists of concrete admixtures shall not apply."

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

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

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

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

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

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

Revise Article 1021.01 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

Revise Article 1021.03 of the Standard Specifications to read:

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

(a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).

(b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.

(c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding)."

Revise Article 1021.05 of the Standard Specifications to read:

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

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

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

Revise Article 1021.06 of the Standard Specifications to read:

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

Revise Article 1021.07 of the Standard Specifications to read:

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

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

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

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

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

Add Article 1021.08 of the Standard Specifications as follows:

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

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

Revise Article 1024.01 of the Standard Specifications to read:

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

Materials for the grout shall be according to the following.

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

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

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

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

Revise Article 1029.02 of the Standard Specifications to read:

"**1029.02 Materials.** Materials shall be according to the following.

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

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

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

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

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

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

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

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

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

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

80460

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017
Revised: April 1, 2019

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

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

(1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.

(2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

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

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

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

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

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

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

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

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

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

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

(1) When adverse weather prevents work on the controlling item.

(2) When job conditions due to recent weather prevent work on the controlling item.

(3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.

(4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

(5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item."

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

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

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

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

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

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

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

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

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

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

80384

PAVEMENT MARKING INSPECTION (BDE)

Effective: April 1, 2025

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

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

80464

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, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

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

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

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

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

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

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

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

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

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	> 20

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

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

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

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

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

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

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

Table 4 - Requirements for Softener Modified Asphalt Binders	
Test	Asphalt Grade SM PG 46-28 SM PG 46-34 SM PG 52-28 SM PG 52-34 SM PG 58-22 SM PG 58-28 SM PG 64-22
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 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 т, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %

The following grades may be specified as tack coats.

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

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

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

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

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

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

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

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

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

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

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

80441

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2024
Revised: April 1, 2024

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

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

As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (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. All other soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

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

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

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

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

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

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

80455

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

" **250.07 Seeding Mixtures.** The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

TABLE 1 - SEEDING MIXTURES

Class - Type		Seeds	lb/acre (kg/hectare)
1	Lawn Mixture 1/	Kentucky Bluegrass	100 (110)
		Perennial Ryegrass	60 (70)
		Festuca rubra ssp. r*ubra* (Creeping Red Fescue)	40 (50)
1A	Salt Tolerant Lawn Mixture 1/	Kentucky Bluegrass	60 (70)
		Perennial Ryegrass	20 (20)
		Festuca rubra ssp. *rubra* (Creeping Red Fescue)	20 (20)
		Festuca brevipilla (Hard Fescue)	20 (20)
		Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	60 (70)
1B	Low Maintenance Lawn Mixture 1/	Turf-Type Fine Fescue 3/	150 (170)
		Perennial Ryegrass	20 (20)
		Red Top	10 (10)
		Festuca rubra ssp. *rubra* (Creeping Red Fescue)	20 (20)
2	Roadside Mixture 1/	*Lolium arundinaceum* (Tall Fescue)	100 (110)
		Perennial Ryegrass	50 (55)
		Festuca rubra ssp. r*ubra* (Creeping Red Fescue)	40 (50)
		Red Top	10 (10)
2A	Salt Tolerant Roadside Mixture 1/	*Lolium arundinaceum* (Tall Fescue)	60 (70)
		Perennial Ryegrass	20 (20)
		Festuca rubra ssp. *rubra* (Creeping Red Fescue)	30 (20)
		Festuca brevipila (Hard Fescue)	30 (20)
		Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	60 (70)
3	Northern Illinois Slope Mixture 1/	*Elymus canadensis* (Canada Wild Rye) 5/	5 (5)
		Perennial Ryegrass	20 (20)
		Alsike Clover 4/	5 (5)
		Desmanthus illinoensis (Illinois Bundleflower) 4/ 5/	2 (2)
		Schizachyrium scoparium (Little Bluestem) 5/	12 (12)
		Bouteloua curtipendula (Side-Oats Grama) 5/	10 (10)
		Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	30 (35)
		Oats, Spring	50 (55)
		Slender Wheat Grass 5/	15 (15)
		Buffalo Grass 5/ 7/	5 (5)
3A	Southern Illinois Slope Mixture 1/	Perennial Ryegrass	20 (20)
		Elymus canadensis (Canada Wild Rye) 5/	20 (20)
		Panicum virgatum (Switchgrass) 5/	10 (10)
		Schizachyrium scoparium (Little Blue Stem) 5/	12 (12)
		Bouteloua curtipendula (Side-Oats Grama) 5/	10 (10)
		Dalea candida (White Prairie Clover) 4/ 5/	5 (5)
		Rudbeckia hirta (Black-Eyed Susan) 5/	5 (5)
		Oats, Spring	50 (55)

Class – Type		Seeds	lb/acre (kg/hectare)
4	Native Grass 2/ 6/	*Andropogon gerardi* (Big Blue Stem) 5/	4 (4)
		Schizachyrium scoparium (Little Blue Stem) 5/	5 (5)
		Bouteloua curtipendula (Side-Oats Grama) 5/	5 (5)
		Elymus canadensis (Canada Wild Rye) 5/	1 (1)
		Panicum virgatum (Switch Grass) 5/	1 (1)
		Sorghastrum nutans (Indian Grass) 5/	2 (2)
		Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
		Perennial Ryegrass	15 (15)
4A	Low Profile Native Grass 2/ 6/	*Schizachyrium scoparium* (Little Blue Stem) 5/	5 (5)
		Bouteloua curtipendula (Side-Oats Grama) 5/	5 (5)
		Elymus canadensis (Canada Wild Rye) 5/	1 (1)
		Sporobolus heterolepis (Prairie Dropseed) 5/	0.5 (0.5)
		Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
		Perennial Ryegrass	15 (15)
4B	Wetland Grass and Sedge Mixture 2/ 6/	Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
		Wetland Grasses (species below) 5/	6 (6)

Species:	% By Weight
Calamagrostis canadensis (Blue Joint Grass)	12
Carex lacustris (Lake-Bank Sedge)	6
Carex slipata (Awl-Fruited Sedge)	6
Carex stricta (Tussock Sedge)	6
Carex vulpinoidea (Fox Sedge)	6
Eleocharis acicularis (Needle Spike Rush)	3
Eleocharis obtusa (Blunt Spike Rush)	3
Glyceria striata (Fowl Manna Grass)	14
Juncus effusus (Common Rush)	6
Juncus tenuis (Slender Rush)	6
Juncus torreyi (Torrey's Rush)	6
Leersia oryzoides (Rice Cut Grass)	10
Scirpus acutus (Hard-Stemmed Bulrush)	3
Scirpus atrovirens (Dark Green Rush)	3
Bolboschoenus fluviatilis (River Bulrush)	3
Schoenoplectus tabernaemontani (Softstem Bulrush)	3
Spartina pectinata (Cord Grass)	4

Class – Type		Seeds	lb/acre (kg/hectare)
5	Forb with Annuals Mixture 2/ 5/ 6/	Annuals Mixture (Below) Forb Mixture (Below)	1 (1) 10 (10)

Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:

Coreopsis lanceolata (Sand Coreopsis)
Leucanthemum maximum (Shasta Daisy)
Gaillardia pulchella (Blanket Flower)
Ratibida columnifera (Prairie Coneflower)
Rudbeckia hirta (Black-Eyed Susan)

Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:

Amorpha canescens (Lead Plant) 4/
Anemone cylindrica (Thimble Weed)
Asclepias tuberosa (Butterfly Weed)
Aster azureus (Sky Blue Aster)
Symphyotrichum leave (Smooth Aster)
Aster novae-angliae (New England Aster)
Baptisia leucantha (White Wild Indigo) 4/
Coreopsis palmata (Prairie Coreopsis)
Echinacea pallida (Pale Purple Coneflower)
Eryngium yuccifolium (Rattlesnake Master)
Helianthus mollis (Downy Sunflower)
Heliopsis helianthoides (Ox-Eye)
Liatris aspera (Rough Blazing Star)
Liatris pycnostachya (Prairie Blazing Star)
Monarda fistulosa (Prairie Bergamot)
Parthenium integrifolium (Wild Quinine)
Dalea candida (White Prairie Clover) 4/
Dalea purpurea (Purple Prairie Clover) 4/
Physostegia virginiana (False Dragonhead)
Potentilla arguta (Prairie Cinquefoil)
Ratibida pinnata (Yellow Coneflower)
Rudbeckia subtomentosa (Fragrant Coneflower)
Silphium laciniatum (Compass Plant)
Silphium terebinthinaceum (Prairie Dock)
Oligoneuron rigidum (Rigid Goldenrod)
Tradescantia ohiensis (Spiderwort)
Veronicastrum virginicum (Culver's Root)

Class	– Type	Seeds	lb/acre (kg/hectare)
5A	Large Flower Native Forb Mixture 2/ 5/ 6/	Forb Mixture (see below)	5 (5)
	Species:		% By Weight
	Aster novae-angliae (New England Aster)		5
	Echinacea pallida (Pale Purple Coneflower)		10
	Helianthus mollis (Downy Sunflower)		10
	Heliopsis helianthoides (Ox-Eye)		10
	Liatris pycnostachya (Prairie Blazing Star)		10
	Ratibida pinnata (Yellow Coneflower)		5
	Rudbeckia hirta (Black-Eyed Susan)		10
	Silphium laciniatum (Compass Plant)		10
	Silphium terebinthinaceum (Prairie Dock)		20
	Oligoneuron rigidum (Rigid Goldenrod)		10
5B	Wetland Forb 2/ 5/ 6/	Forb Mixture (see below)	2 (2)
	Species:		% By Weight
	Acorus calamus (Sweet Flag)		3
	Angelica atropurpurea (Angelica)		6
	Asclepias incarnata (Swamp Milkweed)		2
	Aster puniceus (Purple Stemmed Aster)		10
	Bidens cernua (Beggarticks)		7
	Eutrochium maculatum (Spotted Joe Pye Weed)		7
	Eupatorium perfoliatum (Boneset)		7
	Helenium autumnale (Autumn Sneeze Weed)		2
	Iris virginica shrevei (Blue Flag Iris)		2
	Lobelia cardinalis (Cardinal Flower)		5
	Lobelia siphilitica (Great Blue Lobelia)		5
	Lythrum alatum (Winged Loosestrife)		2
	Physostegia virginiana (False Dragonhead)		5
	Persicaria pensylvanica (Pennsylvania Smartweed)		10
	Persicaria l*apathifolia* (Curlytop Knotweed)		10
	Pychanthemum virginianum (Mountain Mint)		5
	Rudbeckia laciniata (Cut-leaf Coneflower)		5
	Oligoneuron riddellii (Riddell Goldenrod)		2
	Sparganium eurycarpum (Giant Burreed)		5
6	Conservation Mixture 2/ 6/	*Schizachyrium scoparium* (Little Blue Stem) 5/	5 (5)
		Elymus canadensis (Canada Wild Rye) 5/	2 (2)
		Buffalo Grass 5/ 7/	5 (5)
		Vernal Alfalfa 4/	15 (15)
		Oats, Spring	48 (55)
6A	Salt Tolerant Conservation Mixture 2/ 6/	*Schizachyrium scoparium* (Little Blue Stem) 5/	5 (5)
		Elymus canadensis (Canada Wild Rye) 5/	2 (2)
		Buffalo Grass 5/ 7/	5 (5)
		Vernal Alfalfa 4/	15 (15)
		Oats, Spring	48 (55)
		Puccinellia distans (Fults Saltgrass or Salty Alkaligrass)	20 (20)
7	Temporary Turf Cover Mixture	Perennial Ryegrass	50 (55)
		Oats, Spring	64 (70)

Notes:

1/ Seeding shall be performed when the ambient temperature has been between 45 ºF (7 ºC) and 80 ºF (27 ºC) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 ºF (7 ºC) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 ºF (27 ºC) according to the National Weather Service.
3/ Specific variety as shown in the plans or approved by the Engineer.
4/ Inoculation required.
5/ Pure Live Seed (PLS) shall be used.
6/ Fertilizer shall not be used.
7/ Seed shall be primed with KNO_3 to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

80445

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021
Revised: November 1, 2022

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

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

80439

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020
Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports .....1106.02"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

80427

INSURANCE PROVISION

Description: This item shall consist of the Contract's provision of insurance policies and certificates in compliance with all insurance requirements within the Contract.

Basis of Payment: This work shall be paid for at the Contract lump sum price for **INSURANCE PROVISIONS-COMPLETE**, which price shall be payment in full for providing all insurance as noted herein, including the cost of the OCP policy.

Payment will be made on the basis of the ratio of the total amount of work completed to date to the total value of the work required to be performed. **All insurance, including the OCP Policy, shall remain in full force and effect until Final Acceptance as defined in the Contract, and otherwise required by the Contract.**
Payment will not be made under this item if the actual OCP policy contains any riders, endorsements, or additional forms which limit or modify the coverage required herein. **Failure to procure all required insurance coverage shall be considered a breach of Contract**.

DISPOSAL OF EXCAVATED MATERIALS

General: The Contractor will be required to dispose of all excavated materials at an approved landfill for uncontaminated materials. IEPA Form LPC-662 will be provided by the City as required after contract execution.

Basis of Payment: This work shall be considered incidental to the Contact, and no extra compensation will be allowed.

SUPPLEMENTAL WATERING

Description: This item shall be constructed in accordance with Articles 201 and 252 of the Standard Specifications, as amended below. This work shall consist of applying water to the areas in which seed, fertilizer and erosion control blanket are installed. The Contractor will be required to spray water by means of a water truck, as directed by the Engineer or the Owners' personnel. Water shall be applied at the rate specified by the Engineer within 24 hours of notice.

A unit of payment shall consist of the spray application of 1,000 gallons of water on the seed and blanket areas. Prior to the start of water spraying, and after completion, the amount of water shall be determined by volumetric or meter calculation. The water will be supplied to the Contractor at no cost by the Owner; however, the Owner shall designate the location of the filling of the water truck.

Basis of Payment: This work will be paid for at the Contract unit price per unit (1,000 gallons) for **SUPPLEMENTAL WATERING**, which price shall be payment in full for all work as specified.

TOPSOIL FURNISH AND PLACE, 4" (SPECIAL)

Description: This work shall consist of the furnishing and placing of topsoil at the locations indicated on the Plans, or as directed by the Engineer in accordance with the Standard Specifications, except as modified herein. It is the intention of these Specifications to restore all areas disturbed during the course of construction with topsoil, seeding & starter fertilizer, and mulch method 3 to redress all disturbed areas to a neat and professional appearance upon completion. Seeding & starter fertilizer, and mulch method 3 will be furnished and installed under separate items in the Contract.

Materials: All topsoil to be used for restoration of this improvement shall be obtained from outside the limits of the right-of-way, transported to the job site, and placed at the required locations to the depth of four inches (4"), or as directed by the Engineer. The topsoil furnished shall be pulverized and shall be free of clay and lumps for ease of placement and proper finished appearance. Materials furnished shall meet with the requirements of Article 1081.05 of the "Standard Specifications for Road and Bridge Construction".

Installation: Prior to furnishing new topsoil for restoration, the Contractor shall excavate for the placement of topsoil over the required area to a depth as directed by the Engineer. If the Contractor elects to excavate in excess of the area so directed, or cuts deeper than the amount provided, the excess amount of topsoil required to properly fill the area will not be measured for payment, and the additional expense shall be borne entirely by the Contractor.

The topsoil shall be placed in a neat and workmanlike manner to a finished grade, which blends neatly with established areas and meets the grade of the proposed improvement. The finished surface shall be leveled with all depressions filled and shall be placed to a density in accordance with standard practice for proper landscaping technique. The Contractor shall insure that the final and resultant product of the grading and restoration procedure shall have a neat and professional looking appearance that is acceptable to the Owner and the Engineer. If, for any reason, the grading does not meet with their approval, it shall be cause for rejection of work, and the Contractor will be required to correct the appearance of the project to an acceptable nature prior to placement of seeding or sodding.

The Contractor may, at his option, retain the services of a professional landscaping Contractor to ensure proper compliance with these Specifications.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **TOPSOIL FURNISH AND PLACE, 4" (SPECIAL)**, which price shall be payment in full for furnishing, transporting, placing, and grading of topsoil materials over the areas so directed. Excavation for placement of topsoil shall be included in the cost, and shall also include the disposal of all materials so excavated. Seeding and/or mulch method 3 to be completed in conjunction with restoration will be paid for under separate items of the Contract.

SEEDING, CLASS 1A (SPECIAL)

Description: This work shall consist of the furnishing and placing of seed & starter fertilizer at the locations indicated on the Plans, or as directed by the Engineer in accordance with the Standard Specifications 250, except as modified herein. It is the intention of these Specifications to restore all areas disturbed during the course of construction with topsoil, seeding & starter fertilizer, and mulch method 3 to redress all disturbed areas to a neat and professional appearance upon completion. Topsoil, and erosion control blanket will be furnished and installed under separate items in the Contract.

Materials: All Class 1A and fertilizer shall conform to the specifications stated in Section 250 of the Standard Specifications.

Installation: All Class 1A and fertilizer shall be installed according the specifications set forth in Section 250 of the Standard Specifications, except as amended below:

Section 250.04-Revise the third paragraph and the table to read.

When fertilizer is specified, 120 lb of fertilizer nutrients per acre shall be applied as follow.

Nitrogen Fertilizer Nutrients 30 lb/acre
Phosphorus Fertilizer Nutrients 0 lb/acre
Potassium Fertilizer Nutrients 90 lb/acre

Section 250.06-Shall include the language below.

The Contractor shall be responsible for the satisfactory growth of grass and stabilization of soils on all areas seeded under the Contract until final acceptance of the work. In the event that the length of time between the seeding and final acceptance is insufficient for the Engineer to ascertain that acceptable growth is established, final acceptance of the work will not be made until the following growing season, or until such time that the grass cover and soil stabilization can be appraised as satisfactory. The responsibility of the Contractor for satisfactory grass growth and soil stabilization shall thereafter be as provided in the contract documents.

If the Contractor believes that the specified treatment will not produce substantial growth in any particular portion of the work, He/she shall arrange to test the soil. Based on the results of his soil tests, the Contractor shall then do whatever additional preparatory work he deems necessary to produce satisfactory growth before proceeding with seeding. Any such work not described in the Contract, but deemed by the Contractor to be necessary, shall be done by the Contractor at no additional cost to the City of Warrenville, with the understanding that the Contractor is obligated under the Contract to produce satisfactory growth throughout the entire project.

Washouts or gullies in seeded areas shall be repaired by spreading additional topsoil and the areas reseeded, fertilized, mulched, and covered with erosion control blanket by the Contractor at no additional cost to the City of Warrenville at such time and in such manner as directed and approved by the Engineer. Reseeding of areas that have failed or have not produce satisfactory growth, shall, in such case, once again be accomplished in the same manner specified herein. The Contractor shall also remove any material dislocated by slides and restore any eroded areas to the original lines and slopes. Such preliminary restoration shall be subject to the Engineer's approval before any reseeding or reapplication of erosion control material takes place. All such restoration shall be accomplished at no additional cost to the City of Warrenville.

Basis of Payment: This work will be paid for at the contract unit price per acre for **SEEDING, CLASS 1A (SPECIAL).**

MULCH METHOD 3 (SPECIAL)

Description: This work shall consist of the furnishing and placing of hydraulic mulch and seed slurry at the locations indicated on the Plans, or as directed by the Engineer in accordance with the Standard Specifications 251, except as modified herein.

Installation: Mulch shall be installed according to the specifications set forth in Section 251 of the Standard Specifications, except as amended below:

Section 251.03(c)-shall include the language below

Additional class 1A (special) seeding shall be added to the hydraulic mulch slurry applied at 2 times the minimum application rates. The mulch used shall be made of wood cellulose fibers.

Basis of Payment: This work will be paid for at the Contract unit price per acre for **MULCH METHOD 3 (SPECIAL)**

SIDEWALK REMOVAL
PORTLAND CEMENT CONCRETE SIDEWALK, 5" (FIBERIZED)

Description: This work shall consist of the replacement or installation of various concrete sidewalks, paths, driveways and pavements which are directed by the Engineer to be removed or installed, as indicated on the plans. All work shall include excavation and be performed in accordance with Sections 423, 424 and 440 of the "Standard Specifications for Road and Bridge Construction", except that one-half inch length synthetic fiber reinforced concrete shall be used, in accordance with ASTM C1116/C116M-06. Fibrous reinforcement shall be added at the rate of 1.5 pounds per cubic yard, or in accordance with project specific manufacturer's recommendations. All concrete shall be Class SI and shall be a minimum 6.1 bag mix, in accordance with Section 1020 of the Standard Specifications.

Construction: All sidewalk/path removal shall be accomplished with a "Gradall"-type piece of equipment to limit parkway damage. The use of Bobcat-type equipment will not be allowed.

Basis of Payment: This work shall be paid for at the Contract unit price per square foot for **SIDEWALK REMOVAL** and **PORTLAND CEMENT CONCRETE SIDEWALK, 5" (FIBERIZED),** which price shall be payment in full for all work as specified.

COMBINATION CURB & GUTTER REMOVAL

Description: This work shall consist of the removal and replacement of curb and combination curb and gutter in accordance with Sections 440 and 606 of the Standard Specifications and the details in the plans. All concrete shall be Class SI and shall be a minimum 6.1 bag mix, in accordance with Section 1020 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **COMBINATION CURB & GUTTER REMOVAL,** which price shall include all labor, material and equipment necessary to replace combination curb and gutter, as directed by the Engineer.

COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12

Description: This work shall consist of the replacement or installation of combination curb and gutter, including excavation, in accordance with Sections 440 and 606 of the Standard Specifications and the details in the plans. Two #4 reinforcing bars shall be placed continuously. All concrete shall be Class SI and shall be a minimum 6.1 bag mix, in accordance with Section 1020 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12,** which price shall include all labor, material and equipment necessary to replace or install combination curb and gutter, as directed by the Engineer.

HOT-MIX ASPHALT PAVEMENT REMOVAL (FOR CURBS)
HOT-MIX ASPHALT PAVEMENT REMOVAL (FOR DRIVEWAYS)
AGGREGATE SURFACE REMOVAL (FOR DRIVEWAYS)

Description: This work shall consist of removal of HMA pavement or aggregate surface to accommodate installation of curbs and/or driveways, at the locations directed by the Owner or the Engineer. These items shall be removed in accordance with Section 440 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per square yard for **HOT-**

MIX ASPHALT PAVEMENT REMOVAL (FOR CURBS), HOT-MIX ASPHALT PAVEMENT REMOVAL (FOR DRIVEWAYS), and **AGGREGATE SURFACE REMOVAL (FOR DRIVEWAYS)**, which price shall be payment in full for all work as specified.

INCIDENTAL HOT-MIX ASPHALT SURFACING (FOR DRIVEWAYS)

Description: This work shall consist of placement of asphalt pavement materials at the locations directed by the Owner or the Engineer. Under this Contract, any pavement will be placed to the thicknesses as specified or directed.

The area to be paved shall be fine graded to provide for the construction of a minimum three-inch (3") asphalt surface or as directed by the Engineer. All work to prepare the existing aggregate base, regrading or removing of aggregate shall be included in this item. All work shall otherwise be performed in accordance with Section 408 of the "Standard Specifications for Road and Bridge Construction".

The bituminous mixture to be used shall conform in all respects to the requirements as set forth elsewhere in these Special Provisions and the Standard Specifications. Hot-Mix Asphalt Surface Course, Mix "D", N50, shall be used for both courses.

Basis of Payment: This work shall be paid for at the Contract unit price per ton for **INCIDENTAL HOT-MIX ASPHALT SURFACING (FOR DRIVEWAYS),** which price shall be payment in full for all work as specified.

PROTECTIVE COAT (SPECIAL)

General: This item shall be constructed in accordance with Article 420 of the Standard Specifications, except that the Contractor shall apply two (2) coats of a concrete sealer-hardener to all P.C. concrete surfaces. The product to be used shall be a Ram Clear Sealer, Specco C-15, and shall be applied in accordance with the manufacturer's Specifications.

Basis of Payment: This work WILL NOT be paid for separately, but shall be merged in the unit price for the respective items of construction, and no additional compensation will be allowed.

LONGITUDINAL CURB EXPANSION JOINT

Description: It is the intention of these Plans and Specifications to provide expansion materials at all locations where concrete sidewalks and driveways must be constructed adjacent to curb and gutter, concrete pavements, concrete walls, and other rigid type improvements.

Materials: The expansion materials to be used shall conform with Article 1051.03 of the "Standard Specifications" for "Bituminous Preformed Joint Filler". All expansion joints shall be the full thickness of the sidewalk or driveway pavement they abut and shall be three-quarter inch (3/4") in thickness.

Installation: Expansion materials shall be placed at all the locations as required by this provision whether shown on the Plans or not, and at all locations as may be required by the Engineer.

Basis of Payment: This work WILL NOT be paid for separately, but shall be merged in the unit price for the respective items of construction, and no additional compensation will be allowed

CLASS D PATCHES, TYPE IV, 9"

Description: This work shall consist of the removal of the existing pavement, the necessary excavation, and the replacement with the class and type of patch specified as directed by the Engineer.

Construction: All work associated with the patching operation shall be constructed in accordance with the applicable portions of Section 442 of the Standard Specifications. This work shall also include any necessary saw cutting as directed by the Engineer.

Proof Rolling: This work shall consist of the Contractor furnishing various labor and equipment necessary to proof roll the existing subgrade or pavement in order to assist the Engineer in determining the performance of the existing subgrade or pavement and the extent of undercutting or pavement patching that might be necessary. This will be required on every block included under this project unless specifically waived by the Engineer in the field at the time of construction.

As a minimum, the Contractor will be required to furnish a fully-loaded dump truck having a gross weight of not less than 60,000 lbs., a driver, and supervisory personnel to accompany the Engineer and/or representatives of the Owner to walk the entire length of the project, up and back, for a complete visual evaluation. At the time of the proof roll, the Engineer will mark various sections for undercutting the subgrade or for pavement removal. Any areas of pumping or pavement failure shall be removed as directed. No pavements will be allowed to be built or subsequently resurfaced without being proof rolled and approved by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per square yard for **CLASS D PATCHES,** of the type and thickness specified, which price shall be payment in full for the work as specified, including sawing, removal and disposal of existing materials, and all appurtenant work throughout the City of Warrenville, as directed and as required.

PAVEMENT MARKING REMOVAL
THERMOPLASTIC PAVEMENT MARKING – LINE 4"
THERMOPLASTIC PAVEMENT MARKING – LINE 6"
THERMOPLASTIC PAVEMENT MARKING – LINE 12"
THERMOPLASTIC PAVEMENT MARKING – LINE 24"
THERMOPLASTIC PAVEMENT MARKING – LETTERS & SYMBOLS

Description: This work shall consist of the placement of thermoplastic striping on asphalt pavement in accordance with Section 780 and pavement marking removal in accordance with Section 783 of the Standard Specifications. **A BINDER SEALER SHALL BE APPLIED ON ALL HOT-MIX ASPHALT PAVEMENT WHERE THE NEW THERMOPLASTIC MATERIAL IS TO BE INSTALLED**.

Basis of Payment: This work will be paid for at the contract unit price per square foot for **PAVEMENT MARKING REMOVAL, THERMOPLASTIC PAVEMENT MARKING – LETTERS & SYMBOLS ,** or per foot for **THERMOPLASTIC PAVEMENT MARKING. THERMOPLASTIC PAVEMENT MARKING,** of the type specified, which price shall be payment in full for the work as specified, including sawing, removal and disposal of existing materials, and all appurtenant work throughout the City of Warrenville, as directed and as required.

FRAMES AND LIDS TO BE ADJUSTED (STORM, VALVE VAULT)
FRAMES AND LIDS TO BE ADJUSTED (SANITARY)

Description: This work shall be performed according to Section 603 of the Standard Specifications, except as modified herein.

Materials: Storm, Sanitary, and water structures shall be adjusted using expanded polypropylene (EPP) rings or approved equal. Shims shall not be used; angled adjustment rings shall be used in place of the shims. Sanitary structures shall include installation of an external chimney seal as manufactured by Cretex, or approved equal.

Basis of Payment: This work will be paid for at the contract unit price per each **FRAMES AND LIDS TO BE ADJUSTED,** of the type specified.

PRE-CONSTRUCTION VIDEO TAPING

Description: The Contractor shall prepare pre-construction video documentation of all features in the areas affected by construction in the form of two color TV videos in USB Flashdrive format. All video cameras, recorders, tapes, accessories and appurtenances shall be high quality DVD format equipment. Pre-construction video documentation shall consist of a series of high-resolution color audio-video digital images showing all areas affected by construction. All pertinent exterior and interior features within the construction's zone of influence shall be shown in sufficient detail to document its pre-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, retaining walls, buildings, landscaping, trees, shrubbery, fences, light posts, interior features and equipment, etc. View orientation shall be maintained by audio commentary on the audio track of each videotape to help explain what is being viewed. The recording of the video shall be done by a competent and professional person familiar with this type of activity.

Basis of Payment: The pre-construction videotaping shall be completed after the initial walkthrough and two copies of the USB drives submitted to the City of Warrenville before commencing with any construction activities, including material delivery. After delivery of the USB drives to the City of Warrenville, the work shall be paid for at the contract lump sum price for **PRE-CONSTRUCTION VIDEO TAPING**, which price shall be payment in full for labor, equipment and material necessary to complete the work as specified herein.

TRAFFIC CONTROL AND PROTECTION

General: The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, and guiding traffic through the area of construction. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Sections 701, 1084 and 1106 of the "Standard Specifications for Road and Bridge Construction" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", as applicable.

Wherever work is done under this project, barricades **with Type A low intensity flashing lights** shall be placed to protect vehicular and pedestrian traffic. Barricade lights shall be in accordance with Section 1106 of the Standard Specifications.

Special attention is called to the following Highway Standards:
701001-02; 701006-05; 701011-04; 701101-05; 701301-04; 701311-03; 701427-05; 701501-06; 701502-09; 701601-09; 701602-10; 701606-10; 701611-01; 701701-10; 701801-06; 701901-10

Basis of Payment: This work shall be paid for at the Contract unit price per lump sum for **TRAFFIC CONTROL AND PROTECTION**, which price shall be payment in full for all work as specified.

ATTACHMENT C

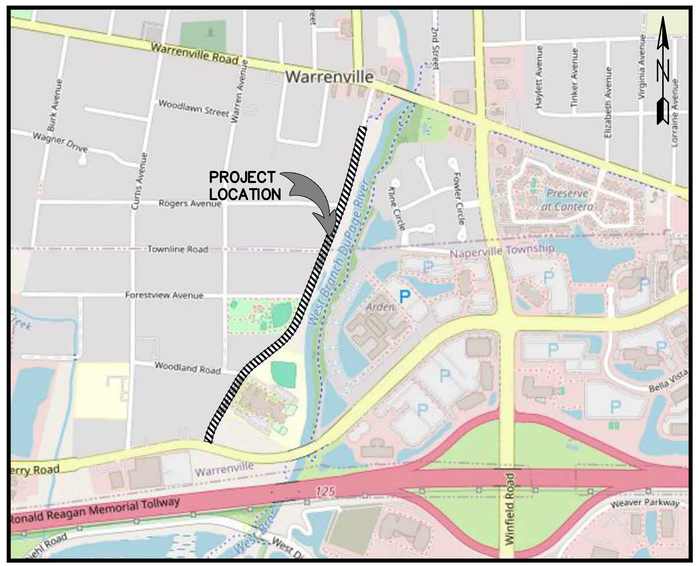
LIST OF DRAWINGS

SHEET SET TITLE	DATE LAST REVISED
CITY OF WARRENVILLE, ILLINOIS, RIVER ROAD CURB & GUTTER IMPROVEMENTS (8 SHEETS)	05/06/2025

RIVER ROAD
CURB AND GUTTER IMPROVEMENTS
CITY OF WARRENVILLE, ILLINOIS

INDEX TO DRAWINGS

1. COVER
2. GENERAL NOTES
3. TYPICAL SECTIONS
4. RIVER ROAD
5. RIVER ROAD
6. RIVER ROAD
7. RIVER ROAD
8. CONSTRUCTION DETAILS



LOCATION MAP

PREPARED FOR:

CITY OF WARRENVILLE
3S258 MANNING AVENUE
WARRENVILLE, ILLINOIS 60555
(630) 393-9050

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ENGINEERING
RESOURCE ASSOCIATES

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

3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
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

BRIAN J. DUSAK 062-062144 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

Brian J. Dusak, P.E.
IL. P.E. NO. 062-062144
Expires: November 30, 2025

FINAL ENGINEERING PLANS: MAY 7, 2025

ERA JOB NO.: W24314

H:\Warrenville\W24314.00 River Road Curb & Gutter Design Engineering\CADD\W24314 Cover Sheet.dwg Updated by ajohnson 5/6/2025

GENERAL NOTES:

1. AT LEAST FIVE WORKING DAYS PRIOR TO THE COMMENCEMENT OF ALL PHASES OF WORK, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING:
   ENGINEERING RESOURCE ASSOC.: (630) 393-3060
   CITY OF WARRENVILLE: (630) 393-9050
2. UTILITY INFORMATION IS BASED UPON FIELD MEAUREMENTS AND BEST AVAILABLE RECORDS. FIELD DATA IS LIMITED TO THAT WHICH IS VISIBLE AND CAN BE MEASURED. THIS DOES NOT PRECLUDE THE EXISTENCE OF OTHER UNDERGROUND UTILITIES.
3. THE CONTRACTOR SHALL NOTIFY J.U.L.I.E. (1-800-892-0123) 48 HOURS PRIOR TO ANY EXCAVATION WORK TO DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES.
4. EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING DOCUMENTS:

   "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN THE STATE OF ILLINOIS", ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION.

   "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", LATEST EDITION.

   "ILLINOIS URBAN MANUAL", LATEST EDITION
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC. "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", AS ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION, SHALL BE CONSULTED. APPROPRIATE CONTROL METHODS SHOULD BE APPLIED TO THE SPECIFIC SITUATIONS AND TYPES OF CONSTRUCTION OPERATIONS BEING PERFORMED.
6. UNLESS WRITTEN AUTHORIZATION IS OBTAINED FROM THE PROJECT MANAGER, ALL OPENINGS IN ANY PAVEMENT OR TRAVELED WAY SHALL BE BACKFILLED PRIOR TO THE END OF THE WORKING DAY.
7. THE CONTRACTOR IS RESPONSIBLE FOR HAVING THE MOST RECENT SET OF THE "APPROVED" FINAL ENGINEERING PLANS WITH THE LATEST REVISION DATE ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION.
8. THE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE SAME.
9. CONTRACTOR SHALL RESTORE OFF-SITE SURFACES TO ORIGINAL CONDITION IF DAMAGED BY CONSTRUCTION.
10. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION, OR THE SAFETY PRECAUTIONS AND PROGRAMS INCIDENT THERETO, AND THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO PERFORM OR FURNISH THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
11. THE ENGINEER WARRANTS THE DESIGN, RECOMMENDATIONS, AND SPECIFICATIONS TO HAVE BEEN PROMULGATED ON CONDITIONS GENERALLY ENCOUNTERED WITHIN THE INDUSTRY. THE ENGINEER ASSUMES NO RESPONSIBILITY WHATSOEVER, WITH RESPECT TO THE DESIGN RECOMMENDATIONS AND SPECIFICATIONS, FOR COMPLEX OR UNUSUAL SOIL CONDITIONS ENCOUNTERED ON THE PROJECT. IT SHALL BE THE OWNER'S/BIDDER'S RESPONSIBILITY TO ASCERTAIN THE EXACT NATURE OF SUBSURFACE CONDITIONS PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENT.
12. ALL TRENCHES CAUSED BY THE CONSTRUCTION OF SEWERS, WATERMAINS, WATER SERVICE PIPES AND IN EXCAVATIONS AROUND CATCH BASINS, MANHOLES, INLETS, AND OTHER APPURTENCES WHICH OCCUR WITHIN TWO FEET OF THE LIMITS OF EXISTING AND PROPOSED IMPROVEMENTS, SIDEWALKS, AND CURB AND GUTTERS SHALL BE BACKFILLED WITH TRENCH BACKFILL (AS DEFINED IN SECTION 208 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.)
13. ANY DAMAGE TO PAVEMENT, PATHWAY APRON, STORM SEWER SYSTEM, CURB AND GUTTER AS PART OF THIS CONSTRUCTION SHALL BE REPAIRED PER CITY OF WRRENVILLE SPECIFICATIONS AND REQUIREMENTS.
14. ANY DEWATERING NECCESSARY FOR THE INSTALLATION OF THE IMPROVEMENTS AS SHOWN ON THE PLANS SHALL BE THE CONTRACTORS RESPONSIBILITY. THE COST FOR DEWATERING SHALL BE INCLUDED IN THE INSTALLATION OF THE IMPROVEMENTS.
15. ANY LARGE BOULDERS ENCOUNTERED DURING EARTHWORK OPERATIONS SHALL BE REMOVED TO AT LEAST ONE-FOOT (1') BELOW GRADE IN LANDSCAPED AREAS AND TO PAVEMENT SUBGRADE IN PAVED AREAS. THIS WORK SHALL BE INCIDENTAL TO THE RESPECTIVE PAY ITEMS.
16. ANY POOR SOILS ENCOUNTERED UNDER AREAS TO BE PAVED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.
17. THE CONTRACTOR SHALL TAKE CARE TO PROTECT ADJACENT LAND TO THE PROJECT BY NOT DISTURBING THE SOIL BY DRIVING VEHICLES ON IT.
18. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL OR SOILS OUTSIDE THE CONSTRUCTION LIMITS.
19. CONSTRUCTION STAGING AREAS – THE LOCATION OF CONSTRUCTION STAGING AND STOCKPILING OF MATERIALS SHALL BE DEFINED WITH OWNER APPROVAL
20. SITE CONDITIONS ARE SHOWN BASED UPON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL WALK AND DO HIS OWN INVESTIGATIONS AT THE SITE PRIOR TO SUBMITTING A BID TO BE FULLY FAMILIAR WITH SITE CONDITIONS.
21. ANY REMOVAL ITEMS SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH THE SPECIFICATIONS.
22. ALL TREES ARE DESIGNATED TO BE SAVED UNLESS OTHERWISE NOTED ON PLANS, AND SHALL BE PROTECTED IN ACCORDANCE WITH CITY OF WARRENVILLE REQUIREMENTS.
23. THE QUANTITIES SHOWN IN THE PROJECT SPECIFICATIONS WERE ESTIMATED AT THE TIME OF BID. THE CONTRACTOR SHALL CAREFULLY REVIEW THESE QUANTITIES PRIOR TO SUBMITTAL OF A BID. IF THE CONTRACTOR DISCOVERS ANY INCONSISTENCIES BETWEEN THESE QUANTITIES AND THE FINAL ENGINEERING PLANS THEY SHALL IMMEDIATELY BRING IT TO THE ATTENTION OF THE ENGINEER PRIOR TO ANY WORK ON THE ITEM IN QUESTION.

TRAFFIC CONTROL AND MAINTENANCE:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL SIGNS, BARRICADES, FLAGGERS, AND OTHER TRAFFIC CONTROL DEVICES AS REQUIRED TO PERFORM THE WORK. ALL TRAFFIC CONTROL MEASURES SHALL MEET THE REQUIREMENTS OF THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS, LATEST EDITION.

GRADING:

1. FINISHED SURFACES TO BE SMOOTH AND EVEN WITH NO ABRUPT OR AWKWARD CHANGES IN GRADE. PAVING AND SEED AREAS ARE TO MEET FLUSH AND SMOOTH.
2. NEW PAVEMENT TO MATCH EXISTING PAVEMENT SMOOTH AND FLUSH.
3. CONTRACTOR SHALL RESTORE (WITH TOPSOIL AND SEEDING) ALL AREAS DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITY. TOPSOIL AND SEEDING RESTORATION OUTSIDE OF CONSTRUCTION LIMITS WILL BE AT CONTRACTOR'S EXPENSE.
4. THE OWNER RESERVES THE RIGHT TO MAKE MINOR ADJUSTMENTS IN LINES AND GRADES AS THE WORK PROGRESSES WHENEVER SUCH CHANGES ARE CONSIDERED NECESSARY TO BETTER ACCOMPLISH THE INTENT OF THE DRAWINGS OR TO OBTAIN A CLOSER BALANCE BETWEEN CUT AND FILL.
5. CONTRACTOR TO INSTALL EROSION CONTROL MEASURES AS REQUIRED TO ELIMINATE SEDIMENTATION INTO NON-CONSTRUCTION AREAS.
6. EROSION CONTROL BLANKET IS TO BE PLACED ON All SLOPES GRADED 3:1 OR GREATER.

STORM SEWER:

1. REINFORCED CONCRETE PIPE STORM SEWER SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM C-76 CLASS AS SPECIFIED.
2. SEWER PIPE JOINTS SHALL BE SEALED WITH "O-RING" GASKETS. WATER MAIN QUALITY PIPE JOINTS SHALL BE "O-RING" TYPE, ASTM C-443 AND ASTM C-361.
3. MANHOLES AND CATCH BASINS SHALL BE PRECAST REINFORCED CONCRETE – ASTM C-478 AND ASTM C-443 CONFORMING TO THE FOLLOWING MINIMUM SIZE CRITERIA UNLESS SPECIFIED OTHERWISE: A.) FOR SEWER EIGHTEEN (18) INCH DIAMETER OR LESS, MANHOLE SHALL HAVE A FORTY-EIGHT (48) INCH INSIDE DIAMETER. B.) FOR SEWER TWENTY-ONE (21) INCH TO THIRTY-SIX (36) INCH IN DIAMETER, MANHOLE SHALL HAVE A SIXTY (60) INCH INSIDE DIAMETER. C.) FOR SEWER GREATER THAN THIRTY-SIX (36) INCH DIAMETER, MANHOLE SHALL HAVE AN OFFSET RISER PIPE OF FORTY-EIGHT (48) INCH INSIDE DIAMETER.
4. NO MORE THAN TWO PRECAST ADJUSTING RINGS WITH A MAXIMUM HEIGHT ADJUSTMENT OF 8 INCHES SHALL BE ALLOWED.
5. INLETS SHALL BE TWENTY-FOUR (24) INCH DIAMETER PRECAST REINFORCED CONCRETE CONFORMING TO ASTM C-478.
6. FOUR INCHES OF CA-7 CRUSHED GRAVEL OR CRUSHED STONE AGGREGATE SHALL BE USED AS BEDDING UNDER THE PIPE. THE BEDDING STONE SHALL BE GRADED ALONG THE ENTIRE LENGTH OF PIPE TO PROVIDE FULL BEARING. THE BEDDING STONE SHALL EXTEND TO THE SPRINGLINE OF THE PIPE.
7. RIM GRADES IN CURB AND GUTTER ARE EDGE OF PAVEMENT ELEVATIONS.
8. ALL EXISTING FIELD TILE AND/OR DRAIN PIPES ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH A NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND GRADE AND PUT INTO AN ACCEPTABLE OPERATING CONDITION. THE COST OF THIS WORK IS CONSIDERED INCIDENTAL TO THE PROJECT AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED.
9. ANY PIPES OR MANHOLES CONTAINING SEDIMENT SHALL BE CLEANED OUT PRIOR TO FINAL ACCEPTANCE.
10. STORM SEWER MANHOLE JOINTS SHALL BE SEALED WITH "O-RING" GASKETS OR MASTIC MATERIAL.

PAVEMENT AND CURB & GUTTER;

1. THE CURB AND GUTTER BASE COURSE SHALL BE CA-6, TRIMMED OR FILLED AS NECESSARY TO PROVIDE A FULL-DEPTH CURB AND GUTTER. PRIOR TO CONCRETE PLACEMENT, THE BASE COURSE SHALL BE COMPACTED AND PROOF-ROLLED.
2. EXPANSION JOINTS ARE TO BE CONSTRUCTED AT 60' MAXIMUM SPACING, ALL PC'S AND PT'S OF INTERSECTION RETURNS (RADII) AND ALL OTHER SHORT RADII, AND 4' EACH SIDE OF CURB AND GUTTER FRAMES. TWO NO. 4 REINFORCING BARS SHALL BE PLACED CONTINUOUSLY BETWEEN EXPANSION JOINTS. EXPANSION JOINTS SHALL BE DOWELED AND SPACED NO MORE THAN SIXTY FEET ON CENTER.
3. CONTRACTION JOINTS SHALL BE SAWCUT AT 10-FOOT MAXIMUM INTERVALS TO A DEPTH OF 2.5 INCHES. CONTRACTION JOINT SPACES SHALL BE SEALED WITH A COLD-POURED JOINT COMPOUND. CONCRETE CURING COMPOUND SHALL BE APPLIED AS FINISHING WORK PROCEEDS.
4. PRIOR TO PLACING ANY PAVEMENT MATERIAL, THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY PREPARING AND COMPACTING THE SUBGRADE. THE PAVEMENT BASE COURSE SHALL BE PROOF-ROLLED WITH A FULLY-LOADED DUMP TRUCK. THE ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS BEFORE PROOF-ROLLING. ADDITIONAL PROOF-ROLLS MAY BE NECESSARY TO VERIFY THAT ANY UNSTABLE AREAS HAVE BEEN REPAIRED. NO PAVEMENT MATERIAL IS TO BE PLACED ON A WET OR SOFT SUBGRADE. DEVELOPER'S/OWNER'S MATERIAL TESTING AGENT SHALL ALSO WITNESS PROCEDURE TO MAKE AND CERTIFY REPAIRS IN WRITING.
5. ALL EXISTING PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAWCUT TO A NEAT EDGE ALONG LIMITS OF PROPOSED REMOVAL BEFORE REMOVAL OPERATIONS BEGIN. ALL SAW CUTTING SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
6. DOWEL BARS SHALL BE GREASED AND INCLUDE EXPANSION CAPS ON ONE END. THIS WORK SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR CURB AND GUTTER.

EROSION CONTROL NOTES:

1. SOIL EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH ARTICLES 280.04 AND 280.05 OF THE IDOT STANDARD SPECIFICATONS.
2. ALL STREETS ADJACENT TO THE PROJECT SHALL BE KEPT FREE OF DIRT, MUD, AND DEBRIS. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT STREETS ARE CLEAN AT THE END OF EACH WORKING DAY. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
3. CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES UNTIL THE PROJECT IS COMPLETE AND ADEQUATE VEGETATION IS ESTABLISHED.
4. CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL TEMPORARY EROSION CONTROL MATERIAL OFF SITE UPON THE ESTABLISHMENT OF AN ADEQUATE STAND OF GRASS.
5. PAYMENT FOR EROSION CONTROL ITEMS NOT INCLUDED ON THE BID FORM SHALL BE CONSIDERED INCIDENTAL TO THE WORK AND WILL NOT BE PAID FOR SEPARATELY.
6. SEQUENCE OF INSTALLATION OF EROSION CONTROL ITEMS SHALL BE AS FOLLOWS:
   - SILT FENCE AND CONSTRUCTION FENCE SHALL BE INSTALLED PRIOR TO ANY EARTHWORK OR GRADING AT THE SITE.
   - TEMPORARY SEEDING SHALL BE PLANTED WEEKLY ON ALL SLOPED AREAS DURING SEASONS WHEN PERMANENT SEEDING IS NOT POSSIBLE.
7. THE SOIL EROSION CONTROL PLANS SHALL BE MAINTAINED BY THE CONTRACTOR AND MADE AVAILABLE AT THE SITE AT ALL TIMES.
8. ALL EROSION CONTROL MEASURES ARE TO BE IN PLACE BEFORE ANY WORK BEGINS ON SITE.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY DISPOSE OF ANY EXCESS EXCAVATED MATERIAL.
10. TOPSOIL STOCK PILES SHALL BE PROTECTED. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN THREE DAYS, THEN SEDIMENT & EROSION CONTROL SHALL BE PROVIDED FOR SUCH STOCKPILE.
11. IF GROUNDWATER IS ENCOUNTERED ON-SITE PRIOR TO OR DURING CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE A DEWATERING SYSTEM PLAN TO THE COUNTY FOR REVIEW. THE PLAN SHALL FOLLOW AT A MINIMUM THE STANDARDS CONTAINED IN ILLINOIS URBAN MANUAL CODE 813 "DEWATERING".
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL THE SEDIMENTATION CONTROL MEASURES. INSPECTIONS SHALL BE CONDUCTED AFTER A RAIN EVENT, AND IF MAINTENANCE OF THE STRUCTURES IS NECESSARY, INCLUDING REPAIR OF DAMAGE AND REMOVAL OF DEPOSITS OR SEDIMENT FROM VEGETATIVE FILTERS, IT SHALL BE DONE BY THE CONTRACTOR.

SUPERINTENDENCE

SPECIAL ATTENTION IS DRAWN TO ARTICLE 105.06 OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" WHICH REQUIRES THE CONTRACTOR TO HAVE A COMPETENT SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES, IRRESPECTIVE OF THE AMOUNT OF WORK SUBLET. THE SUPERINTENDENT SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS, SHALL HAVE FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT AND SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVING CONTROL OF ALL THE WORK AS THE AGENT OF THE GENERAL CONTRACTOR. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN A SUSPENSION OF WORK AS PROVIDED IN ARTICLE 108.07.

SCHEDULE OF OPERATIONS

THE CONTRACTOR SHALL SUBMIT IN WRITING A "SCHEDULE OF OPERATIONS" SHOWING APPROXIMATE DATES FOR COMMENCING AND COMPLETING VARIOUS PHASES OF CONSTRUCTION INCLUDED IN THE CONTRACT. PRIOR TO COMMENCING ANY CONSTRUCTION UNDER THIS CONTRACT, THE SCHEDULE SHALL HAVE THE APPROVAL OF THE ENGINEER AND THE DATE FOR STARTING SHALL BE MUTUALLY AGREED UPON BETWEEN THE CONTRACTOR AND THE ENGINEER.

PROJECT SAFETY

WHEN MILLED PAVEMENT IS OPEN TO TRAFFIC THE MAXIMUM GRADE DIFFERENTIAL BETWEEN PASSES OF THE MILLING MACHINE SHALL NOT EXCEED 1-1/2 INCHES WHERE THE SPEED LIMIT IS 45 MPH OR LESS AND 1 INCH WHERE THE SPEED LIMIT IS GREATER THAN 45 MPH. WITH WRITTEN APPROVAL FROM THE ENGINEER, A MAXIMUM GRADE DIFFERENTIAL OF 3 INCHES MAY BE ALLOWED IF THE EDGE OF THE MILLING IS SLOPED A MINIMUM 1:3 (V:H).

INCIDENTAL CONSTRUCTION

WHENEVER THE PERFORMANCE OF WORK IS INDICATED ON THE PLANS, AND NO ITEM IS INCLUDED IN THE CONTRACT FOR PAYMENT, THE WORK SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

1. ALL BITUMINOUS PRIME COAT AND TACK COAT SHALL BE APPLIED THE MORNING OF THE PAVING WORK, NOT THE DAY OR NIGHT BEFORE.
2. AFTER AWARD OF CONTRACT, CONTACT THE CITY OF WARRENVILLE FOR INFORMATION ON THE BEST LOCATIONS TO STORE CONSTRUCTION EQUIPMENT ON-SITE. ALL CONSTRUCTION EQUIPMENT SHALL BE REMOVED FROM THE RIGHT-OF-WAY DURING NON-WORKING HOURS, UNLESS THE CITY GRANTS SPECIAL PERMISSION. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS, AND PAY ANY COSTS ASSOCIATED WITH COMPLYING WITH THIS PROVISION.
3. ALL MANHOLE AND UTILITY COVERS LOCATED IN THE PAVEMENT AREA SHALL BE SET ONE-QUARTER INCH (1/4') BELOW THE NEW ASPHALT SURFACE ELEVATION. THE FINISHED BITUMINOUS SURFACE COURSE SHALL ALSO BE CONSTRUCTED ONE-QUARTER INCH (1/4') ABOVE THE GUTTER FLAG.
4. PRIOR TO START OF SIDEWALK WORK, THE CONTRACTOR SHALL INSPECT THE WORK AREAS WITH THE ENGINEER TO DETERMINE LOCATION OF ROOT PRUNING AND OTHER TREE PROTECTION MEASURES.
5. THE CONTRACTOR SHALL REMOVE ALL WEED GROWTH IN THE TOPSOIL DITCH AREAS AND DISTURBED PARKWAY AREAS PRIOR TO PLACEMENT OF SEED AND BLANKET. ANY GROWTH OVER EIGHT INCHES (8') IN HEIGHT MUST BE TEMPORARILY MOWED PRIOR TO REMOVAL.
6. THE CONTRACTOR SHALL PROVIDE A PORTABLE TOILET AT EACH WORK SITE WHERE WORKERS ARE PRESENT, WHICH COST SHALL BE INCLUDED IN THE COST OF THE CONTRACT.
7. A MEETING BETWEEN THE CONTRACTOR, ENGINEER, AND CITY STAFF WILL BE HELD EVERY THURSDAY MORNING AT 10:00 AM TO DISCUSS THE PROGRESS OF WORK, AND ATTENDANCE BY THE PROJECT SUPERINTENDENT IS MANDATORY.
8. THE CONTRACTOR SHALL COORDINATE HIS EFFORTS AROUND THE GARBAGE PICKUP SCHEDULE TO ALLOW FOR PICK-UP. MAIL SERVICE IS BY POSTAL CARRIER DAILY. MAILBOX BANK ASSEMPLY TO BE PROVIDED AND INSTALLED BY THE CITY OF WARRENVILLE PUBLIC WORKS.
9. FOR PURPOSES OF WATERING SEEDING, CLASS 1A OR SUPPLEMENTAL WATERING, THE CITY OF WARRENVILLE WILL FURNISH THE WATER AT NO COST, BUT THE CONTRACTOR MUST USE A WATER TRUCK FOR PLACEMENT OF WATER. WATERING DIRECTLY FROM A HYDRANT WILL NOT BE ALLOWED.
10. GAS SERVICES ARE AT VARIABLE DEPTHS, SOME ARE DEEP, AND SOME ARE SHALLOW. THE CONTRACTOR SHALL EXERCISE CORE IN DIGGING DURING UTILITY AND STORM SEWER INSTALLATION.
11. ACCESS IN AND OUT OF DEAD END AND ALL OTHER STREETS MUST BE MAINTAINED AT ALL TIMES.
12. ALL REMOVED CASTINGS SHALL BE DELIVERED TO THE CITY PUBLIC WORKS MAINTENANCE YARD AS SALVAGE, AND SUCH COSTS SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT.

WATER VALVE BOXES AND DOMESTIC WATER SERVICE BOXES

WATER VALVE BOXES AND DOMESTIC WATER SERVICE BOXES THAT ARE LOCATED DURING CONSTRUCTION AND ARE NOT REQUIRED TO BE MOVED SHALL BE ADJUSTED TO THE FINSH GRADE SHOWN ON THE PLANS, OR AS DIRECTED BY THE ENGINEER. THE COST OF THIS WORK SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED, UNLESS AN ITEM IS PROVIDED IN THE "BIDDING SCHEDULE" OF THE CONTRACT. IF DOMESTIC WATER SERVICE BOXES ARE UNCOVERED DURING THE TRENCHING OPERATION, AND LIE WITHIN THE LIMITS OF THE TRENCH, THEY SHALL BE MOVED TO NEW LOCATIONS AS DESIGNED BY THE ENGINEER. PAYMENT WILL BE MADE UNDER THE ITEMS OF "DOMESTIC WATER SERVICE TO BE MOVED" AND FEET OF "WATER SERVICE LINE TO BE ADJUSTED" OF THE REQUIRED SIZE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".

STANDARD CITY OF WARRENVILLE EROSION CONTROL NOTES

1. SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSTALLED AND FUNCTIONAL BEFORE THE SITE IS OTHERWISE DISTURBED. ALL RUNOFF FROM DISTURBED AREAS SHALL BE FILTERED BY SILT FENCE. IN ADDITION TO SILT FENCE, DISTURBED AREAS DRAINING MORE THAN ONE ACRE BUT FEWER THAN FIVE ACRES SHALL INCORPORATE A TEMPORARY SEDIMENT TRAP AT THE OUTFALL AND DISTURBED AREAS DRAINING MORE THAN FIVE ACRES SHALL INCORPORATE A TEMPORARY SEDIMENT BASIN AT THE OUTFALL.
2. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAM THREE DAYS, IT SHALL BE SURROUNDED BY SILT FENCE. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN 7 DAYS, IT SHALL BE PROTECTED WITH TEMPORARY SEEDING.
3. ALL FLARED END SECTIONS SHALL BE PROTECTED BY SEDIMENT TRAPS AND/OR PERFORATED RISER PIPES UNTIL GROUND COVER HAS BEEN ESTABLISED. FILTER FABRIC OR FILTER BASKETS SHALL BE INSTALLED UNDER ALL INLET AND CATCH BASIN GRATES AND SHALL BE MAINTAINED UNTIL GROUND COVER HAS BEEN ESTABLISHED.
4. WATER PUMPED FROM THE SITE SHALL BE FILTERED THROUGH THE USE OF A SILT BAG ON THE END OF THE DISCHARGE HOSE.
5. A SPECIFIC AREA SHALL BE DESIGNATED AS A CONCRETE WASH LOCATION AND SHALL BE SURROUNDED BY SILT FENCE.
6. ALL SOIL, MUD AND CONSTRUCTION DEBRIS WASHED, TRACKED OR OTHERWISE DEPOSITED ON STREET PAVEMENT SHALL BE REMOVED IMMEDIATELY AND A WASH-DOWN FACILITY SHALL BE PROVIDED FOR ALL CONSTRUCTION VEHICLES LEAVING THE SITE.
7. VEHICULAR ACCESS TO THE SITE SHALL BE RESTRICTED TO A TEMPORARY GRAVEL CONSTRUCTION ENTRANCE. THE TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED BEFORE THE START OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE PERMANENT DRIVEWAY IS INSTALLED.
8. SEED WITH MULCH OR EROSION BLANKET, O SOD, SHALL BE PLACED ON ALL DISTURBED AREAS WITHIN 7 DAYS OF TOP SOIL PLACEMENT AND FINAL GRADING. SILT FENCE SHALL REMAIN IN PLACE UNTIL A HEALTHY STAND OF GRASS HAS BEEN ESTABLISHED.

LEGEND

	EXISTING	PROPOSED
CURB & GUTTER		
BARRIER CURB		
EDGE OF PAVEMENT		
SANITARY SEWER	S	S
STORM SEWER		
GAS	G	G
TELEPHONE	T	T
WATER	W	W-XX"
MANHOLE		
CATCH BASIN		
INLET		
FLARED END SECTION (FES)		
RECONSTRUCT STRUCTURE		REC
ADJUST STRUCTURE		ADJ
VALVE VAULT		
VALVE & BOX		
BUFFALO BOX		
HYDRANT		
GAS VALVE	G	
UTILITY PEDESTAL	PED	
UTILITY POLE		
HANDHOLE		
MAIL BOX		
SIGN		
FENCE	X X	X X
TREE(DECICOUS)		
TREE(CONIFEROUS)		

STATE STANDARDS:

606001-07	CURB TYPE B AND COMBINATION CURB AND GUTTER, CONCRETE
701501-06	URBAN LANE CLOSURE, 2L,2W, UNDIVIDED
701801-06	SIDEWALK, CLOSURE OR CROSSWALK CLOSURE
701701-10	URBAN LANE CLOSURE, MULTILANE INTERSECTION
701901-08	TRAFFIC CONTROL DEVICES

DISTRICT ONE STANDARD DETAILS

BD-32	BUTT JOINT AND HMA TAPER
TC-13	DISTRICT ONE TYPICAL PAVEMENT MARKING

REVISIONS:

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: A.J.
CHECKED BY: B.D.
APPROVED BY: B.D.

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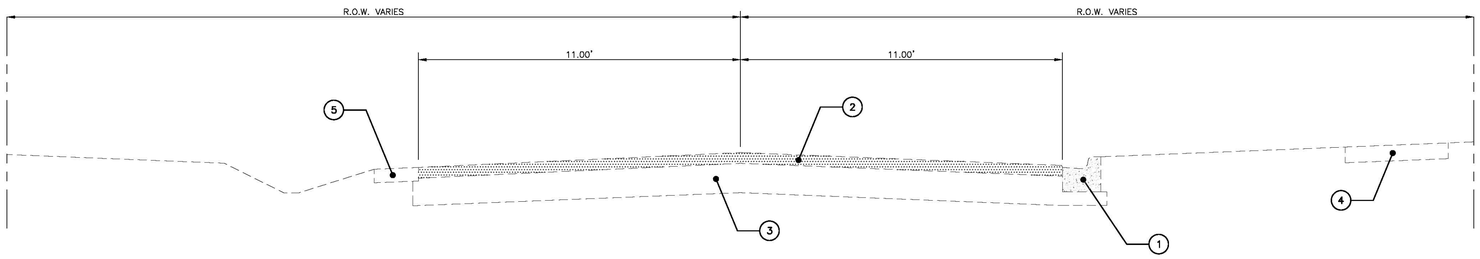
CITY OF WARRENVILLE
3S258 MANNING AVENUE
WARRENVILLE, ILLINOIS

TITLE: GENERAL NOTES

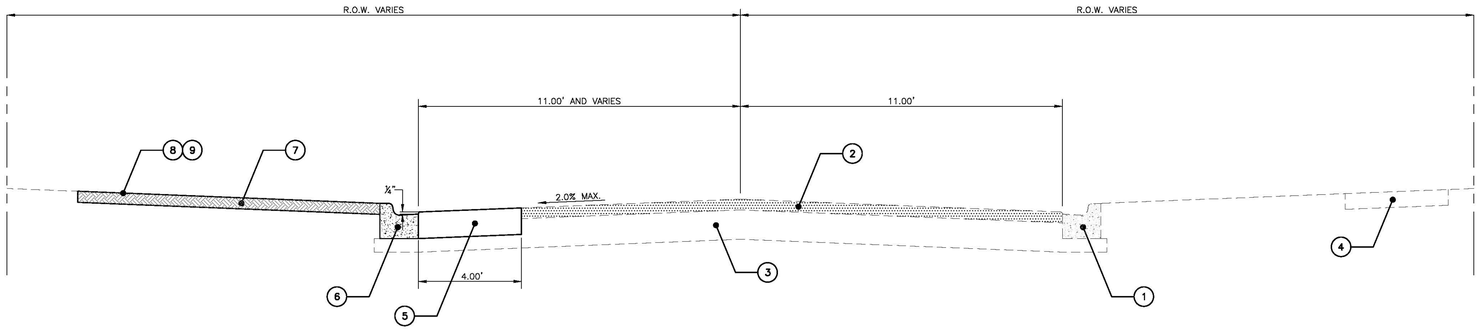
SCALE: NONE
DATE: MAY, 2025
JOB NO: W24277
SHEET 2 OF 8

H:\Warrenville\W24314.00 River Road Curb & Gutter Design Engineering\CADD\W24314 General Notes and Details.dwg Updated by ajohnson 5/6/2025



EXISTING TYPICAL ROADWAY CROSS-SECTION
NOT TO SCALE

1. EXISTING CONC. CURB AND GUTTER
2. EXISTING HMA PAVEMENT
3. EXISTING AGGREGATE BASE COURSE
4. EXISTING HMA PATH
5. EXISTING AGGREGATE SHOULDER



PROPOSED TYPICAL ROADWAY CROSS-SECTION
NOT TO SCALE

1. EXISTING CONC. CURB AND GUTTER
2. EXISTING HMA PAVEMENT
3. EXISTING AGGREGATE BASE COURSE
4. EXISTING HMA PATH
5. PROPOSED CLASS D PATCHES, 9" (SPECIAL)
6. PROPOSED COMB. CONC. CURB AND GUTTER, B-6.12
7. PROPOSED TOPSOIL FURNISH AND PLACE, 4" (SPECIAL)
8. PROPOSED SEEDING, CL 1A (SPECIAL)
9. PROPOSED MULCH METHOD 3 (SPECIAL)

HOT-MIX ASPHALT MIXTURE REQUIREMENTS
(CONTRACTOR SHALL MILL BEFORE PATCHING)

MIXTURE TYPE	AIR VOIDS @ Ndes
RESURFACING	
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D" N50, 2"	4% @ 50 Gyr.
PATCHING (CLASS D PATCHES, ALL TYPES)	
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D" N50, 2"	4% @ 70 Gyr.
HMA BINDER, IL-19.0mm, 7"	
DRIVEWAYS	
HOT-MIX ASPHALT SURFACE COURSE, MIX "D" N50, 3" AND 6"	4% @ 50 Gyr.

NOTES:
1. THE UNIT WEIGHT USED TO CALCULATE ALL HMA SURFACE MIXTURE QUANTITIES IS 112 LBS/SQ YD-IN.
2. THE "AC TYPE" FOR POLYMERIZED HMA MIXES SHALL BE "SBS/SBR PG 76-22" AND FOR NON-POLYMERIZED HMA THE "AC TYPE" SHALL BE "PG 64-22" UNLESS MODIFIED BY DISTRICT ONE RECLAIMED MATERIAL SPECIFICATIONS.

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CITY OF WARRENVILLE
3S258 MANNING AVENUE
WARRENVILLE, ILLINOIS

TITLE: TYPICAL SECTIONS

SCALE: NONE
DATE: MAY, 2025
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SHEET 3 OF 8

H:\Warrenville\W24314.00 River Road Curb & Gutter Design Engineering\CADD\W24314 General Notes and Details.dwg Updated by: djohnson 5/6/2025

PROPOSED B-6.12 CURB AND GUTTER (TYP.)
DEPRESS CURB IN FRONT OF ALL DRIVEWAYS

SEEDING, CL 1A (SPECIAL) (TYP.)
MULCH METHOD 3 (SPECIAL) (TYP.)

INCIDENTAL HMA SURFACING
(FOR DRIVEWAYS), 3" (TYP.)

CLASS D PATCHES, 9" (SPECIAL), 4' WIDE (TYP.)

STRUCTURE TO BE ADJUSTED (TYP.)

A-A

BITUM.

MULTI

TREE/BRUSH AREA

AGG.

CORE #5

ADJ

11.00'

23.00'

RIVER ROAD

BOWER ELEMENTARY SCHOOL

MATCHLINE

NOTE:
PROPOSED STORM SEWER TO BE INSTALLED BY THE CITY OF WARRENVILLE.

P.C.C. SIDEWALK, 5" (TYP.)

DETECTABLE WARNINGS (TYP.)

WOODLAND ROAD

4' CHAINLINK FENCE

CORE #6

SEEDING, CL 1A (SPECIAL) (TYP.)
MULCH METHOD 3 (SPECIAL) (TYP.)

CLASS D PATCHES, 9" (SPECIAL), 4' WIDE (TYP.)

FLAGSTONE WALL

BENCH

BUSHES

ROCK EDGING
AGGREGATE

CONC.

21"

B-B

HMA SURFACE REMOVAL, 2"
HMA SURFACE COURSE, 2"

20 0 20 40 60
Scale: 1" = 20'

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CITY OF WARRENVILLE
35258 MANNING AVENUE
WARRENVILLE, ILLINOIS

RIVER ROAD
CURB AND GUTTER IMPROVEMENTS

SCALE: 1"=20'
DATE: MAY, 2025
JOB NO: W24314
SHEET 4 OF 8

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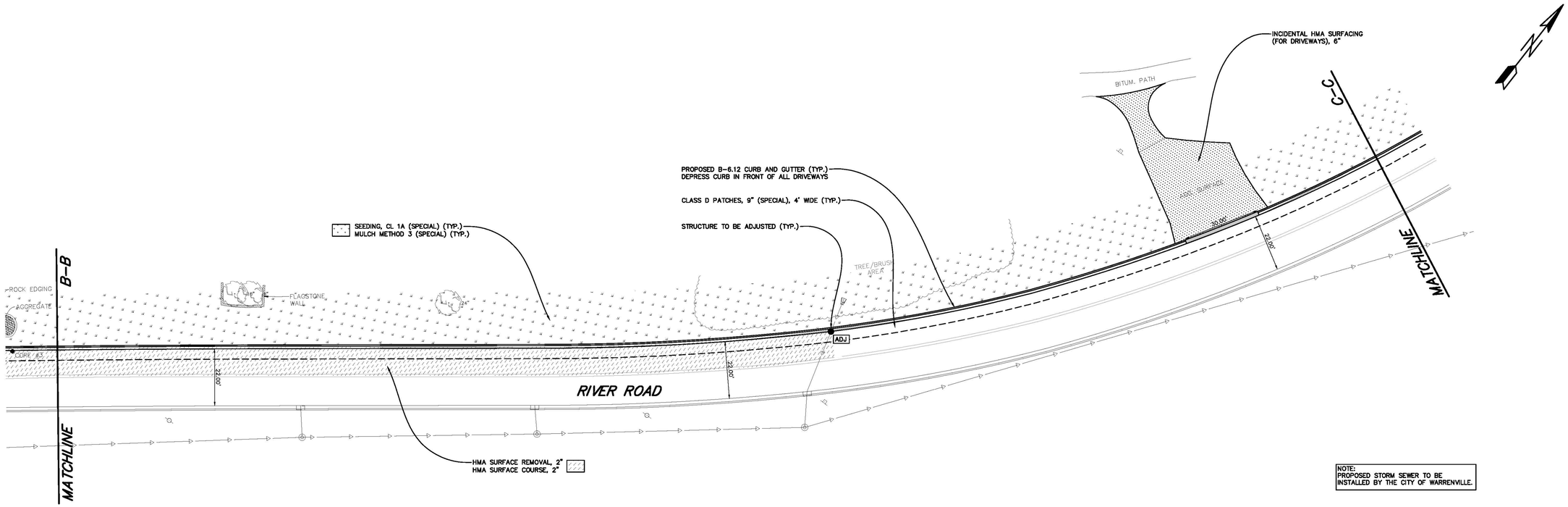

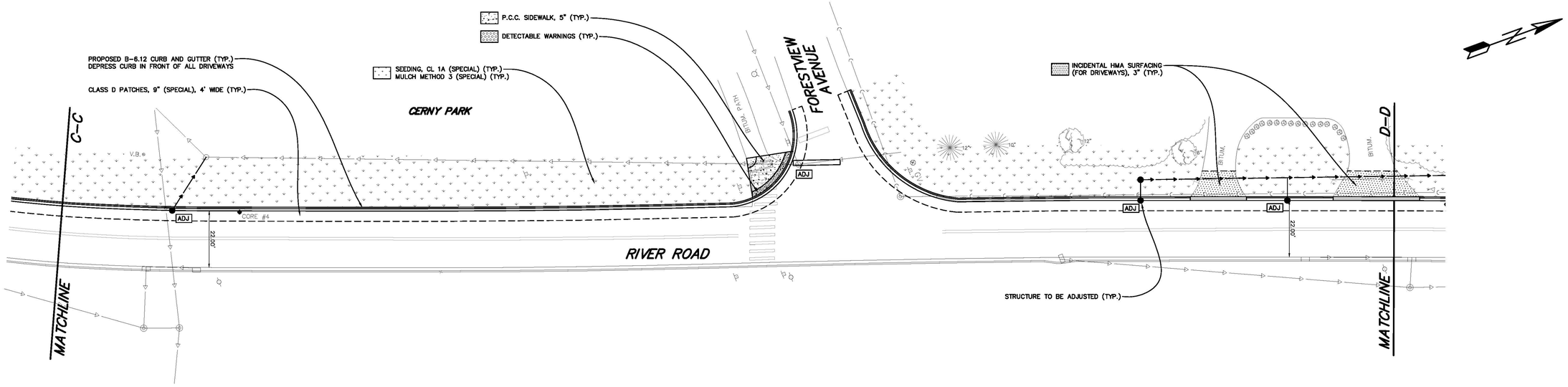

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CITY OF WARRENVILLE
3S258 MANNING AVENUE
WARRENVILLE, ILLINOIS

RIVER ROAD
CURB AND GUTTER IMPROVEMENTS

SCALE: 1"=20'
DATE: MAY, 2025
JOB NO: W24314
SHEET 5 OF 8

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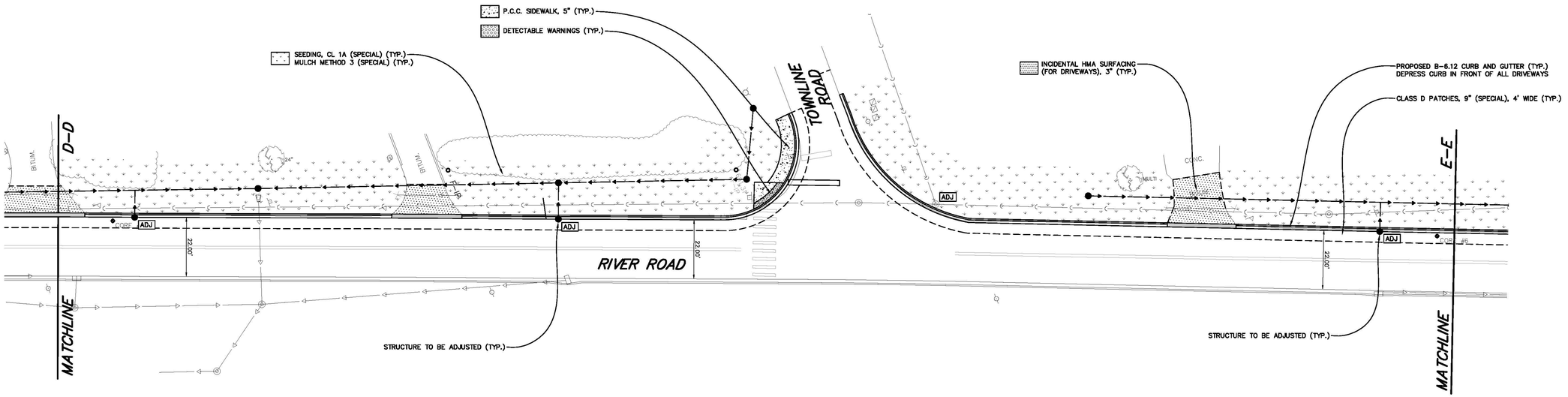
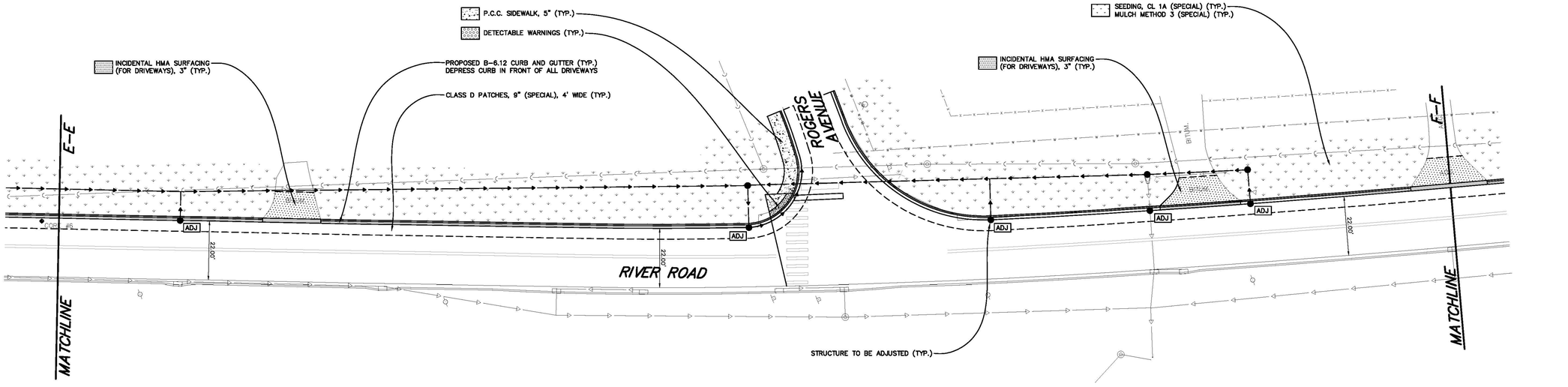


NOTE:
PROPOSED STORM SEWER TO BE INSTALLED BY THE CITY OF WARRENVILLE.



20 0 20 40 60
Scale: 1" = 20'

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RIVER ROAD
CURB AND GUTTER IMPROVEMENTS

SCALE: 1"=20'
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SHEET 6 OF 8

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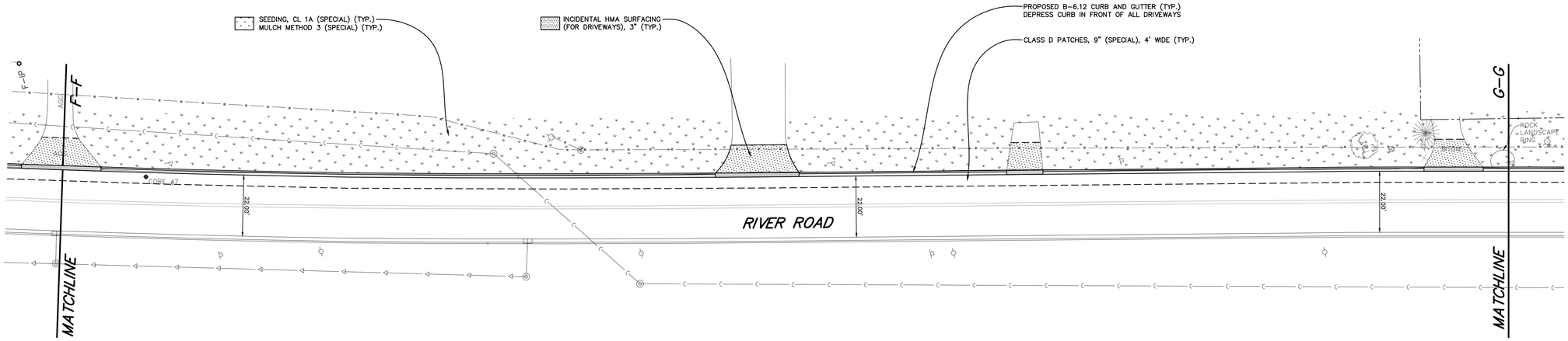

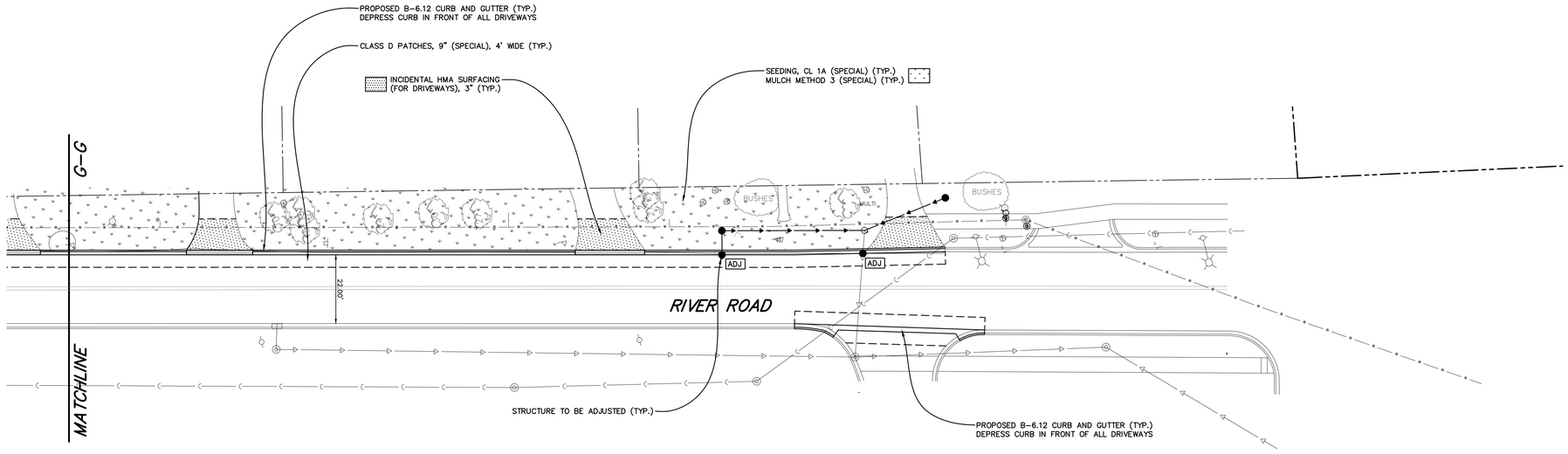

NOTE:
PROPOSED STORM SEWER TO BE INSTALLED BY THE CITY OF WARRENVILLE.

20 0 20 40 60
Scale: 1" = 20'

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RIVER ROAD
CURB AND GUTTER IMPROVEMENTS

SCALE: 1"=20'
DATE: MAY, 2025
JOB NO: W24314
SHEET 7 OF 8

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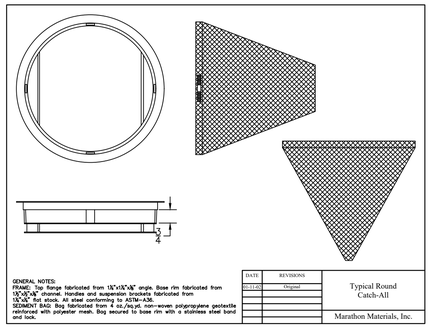
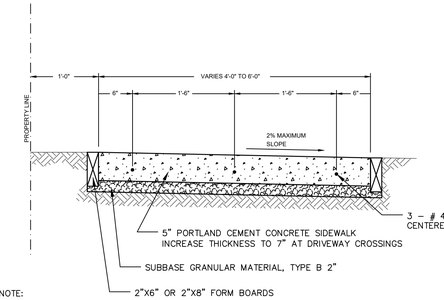


SEDIMENT CONTROL, INLET FILTERS

Description: This work shall consist of the furnishing, installation, and removal of a drainage structure inlet filter assembly, consisting of a frame and filter bag, to collect sediment in surface stormwater runoff at locations shown on the plans or as directed by the Engineer.
The Contractor shall inspect the work site and review the plans to determine the number and dimensions of the various types of drainage structure frames (circular and rectangular) into which the inlet filters will be installed prior to ordering materials.
The drainage structure inlet filter assembly shall be installed under the grate on the lip of the drainage structure frame with the fabric bag hanging down into the drainage structure.
The drainage structure inlet filter assembly shall remain in place until final removal of the assembly is directed by the Engineer. The drainage structure inlet filter assembly shall remain the property of the Contractor.
Final removal of the assembly shall include the disposal of debris or silt that has accumulated in the filter bag at the time of final removal. Periodic cleaning of the filter shall be performed as outlined in the plans.

Materials: The drainage structure inlet filter shall be the "Catch-All Inlet Protector", as furnished by Marathon Materials, Inc., 25523 W. Schultz St., Plainfield, IL 60544, (800) 983-9493, or approved equal. A detail drawing in the plans depicts the drainage structure inlet filter assembly.
The drainage structure inlet filter assembly consists of a steel frame with a replaceable geotextile fabric bag attached with a steel band with locking cap that is suspended from the frame. A clean used bag and a used steel frame in good condition, meeting the approval of the Engineer, may be substituted for new materials.
The drainage structure inlet filter assembly frame shall be rigid steel meeting the requirements of ASTM-A36. The frame shall include an overflow feature that is welded to the frame's ring. The overflow feature shall be designed to allow full flow of water into the structure if the filter bag is filled with sediment. The dimensions of the assembly frame shall allow the drainage structure grate to fit into the inlet filter assembly frame opening. The assembly frame shall rest on the inside lip of the drainage structure frame for the full variety of existing and proposed drainage structure frames that are present on this contract.
The drainage structure inlet filter assembly bag shall be constructed of a polypropylene geotextile fabric with a minimum weight of 4 ounces per square yard, a minimum flow rate of 145 gallons per minute per square foot, and designed for a minimum silt and debris capacity of 2 cubic feet. The filter bag shall be reinforced with an outer layer of polyester mesh fabric with a minimum weight of 4 ounces per square yard. The filter bag shall be suspended from the steel frame with a stainless steel band and locking cap. The inlet filter assembly frame shall not cause the drainage structure grate to extend higher than 1/8 inch above the drainage structure frame.

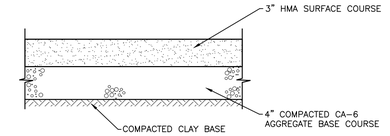
"CATCH-ALL" INLET FILTER DETAIL
NOT TO SCALE



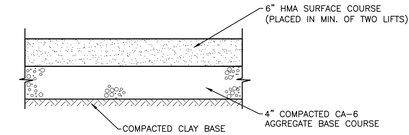
NOTE:

1. PROVIDE 1/2" PREFORMED EXPANSION JOINT (FULL DEPTH) AT 50' INTERVALS AND ALONG ALL ABUTTING CONCRETE WORK.
2. ALL CURB SIDEWALK RAMPS SHALL MEET THE APPLICABLE IDOT STANDARDS 424001, 424006, 424011, 424016, OR 424021.
2. DETECTABLE WARNING PANELS SHALL BE ONE OF THE PRODUCTS SPECIFIED IN THE SPECIAL PROVISIONS AND SHALL BE INSTALLED PER THE APPLICABLE IDOT STANDARDS 424001, 424006, 424011, 424016, OR 424021.
3. SEE THE SPECIFICATIONS FOR LANDSCAPE AND PAVEMENT RESTORATION.
4. FIBROUS REINFORCEMENT SHALL BE ADDED AT THE RATE OF 1.5 POUNDS PER CUBIC YARD, OR IN ACCORDANCE WITH PROJECT SPECIFIC MANUFACTURE'S RECOMMENDATIONS. ALL CONCRETE SHALL BE CLASS SI AND SHALL BE A MINIMUM 6.1 BAG MIX, IN ACCORDANCE WITH SECTION 1020 OF THE STANDARD SPECIFICATIONS.

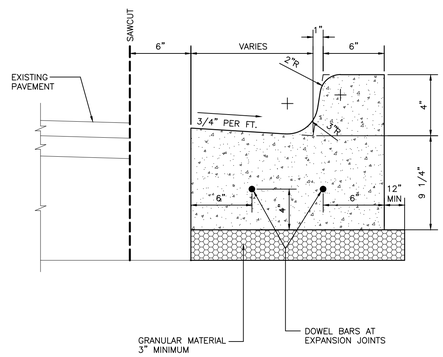
PCC SIDEWALK DETAIL
NOT TO SCALE



HMA DRIVEWAY PAVEMENT, 3" DETAIL
NOT TO SCALE



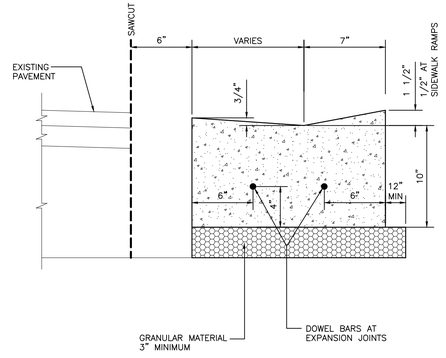
HMA DRIVEWAY PAVEMENT, 6" DETAIL
NOT TO SCALE



NOTE:

1. INSTALL (2) #4 REINFORCING BARS – CONTINUOUS IN ALL COMB. CURB AND GUTTER.

COMBINATION CURB AND GUTTER DETAIL
NOT TO SCALE



NOTE:

1. INSTALL (2) #4 REINFORCING BARS – CONTINUOUS IN ALL COMB. CURB AND GUTTER.

DEPRESSED CURB DETAIL
NOT TO SCALE

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: A.J.
CHECKED BY: B.D.
APPROVED BY: B.D.

ENGINEERING RESOURCE ASSOCIATES
3S701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
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

CITY OF WARRENVILLE
3S258 MANNING AVENUE
WARRENVILLE, ILLINOIS

TITLE: CONSTRUCTION DETAILS

SCALE: NONE
DATE: MAY, 2025
JOB NO: W24277
SHEET 8 OF 8

H:\Warrenville\W24314.00 River Road Curb & Gutter Design Engineering\CADD\W24314 General Notes and Details.dwg Updated by: ajohnson 5/6/2025

DuPage County Prevailing Wage Rates posted on 4/15/2025

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	All	BLD		39.35	42.15	1.5	1.5	2.0	2.0	14.65	24.59	3.20	0.83	0.00	14.32	28.62
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	All	BLD		47.16	51.41	1.5	1.5	2.0	2.0	14.65	28.19	7.36	1.20		18.39	36.76
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	NE	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00

DuPage County Prevailing Wage Rates posted on 4/15/2025

MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		52.00	55.12	1.5	1.5	2.0	2.0	12.70	24.23	0.00	1.18	0.00	4.22	8.43
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00

DuPage County Prevailing Wage Rates posted on 4/15/2025

SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

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

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

EXPLANATION OF CLASSES

DuPage County Prevailing Wage Rates posted on 4/15/2025

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),

pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master

Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

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".

DuPage County Prevailing Wage Rates posted on 4/15/2025

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER IMPROVEMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***Geneva Construction Company, P.O. Box 998, Aurora, Illinois 60507-0998***, as Principal, hereinafter called Contractor, and _____ as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois 60555-2912, as Obligee, hereinafter called Owner, in the full and just sum of ***Four hundred seven thousand, seven hundred six dollars and seventy cents*** **($*407,706.70*),** 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 _____, with Owner entitled "Contract Agreement Between City of Warrenville and ***Geneva Construction Company*** for the Construction of ***River Road Curb & Gutter Improvements***" (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 ***River Road Curb & Gutter Improvements***; (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, 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, material, service 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:

By: _____

Title: _____

PRINCIPAL***: GENEVA CONSTRUCTION COMPANY***

By: _____
CASS W. PRICE

Title: ***VICE PRESIDENT***

Attest/Witness:

By: _____

Title: _____

SURETY: _____

By: _____

Title: _____

Telephone: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS

CITY OF WARRENVILLE

CONTRACT FOR THE CONSTRUCTION OF

RIVER ROAD CURB & GUTTER IMPROVEMENTS

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that ***Geneva Construction Company, P.O. Box 998, Aurora, Illinois 60507-0998***, as Principal, hereinafter called Contractor, and _____, as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto City of Warrenville, 28W701 Stafford Place, Warrenville, Illinois, 60555-2912, 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 ***Four hundred seven thousand, seven hundred six dollars and seventy cents* ($*407,706.70*),** 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 _____, with Owner entitled "Contract Agreement Between City of Warrenville and ***Geneva Construction Company*** for the Construction of ***River Road Curb & Gutter Improvements***" (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 the ***River Road Curb & Gutter Improvements***; (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, 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 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, material, service or site; 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: ***GENEVA CONSTRUCTION COMPANY***
By: _____	By: _____ ***CASS W. PRICE***
Title: _____	Title: ***VICE PRESIDENT***
Attest/Witness:	SURETY: _____
By: _____	By: _____
Title: _____	Title: _____
	Telephone: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS

#55735845_v2

RESOLUTION NO. R2025-35

A RESOLUTION APPROVING AN AGREEMENT WITH ENGINEERING RESOURCE ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING SERVICES RELATED TO THE RIVER ROAD CURB AND GUTTER IMPROVEMENTS PROJECT

WHEREAS, the City of Warrenville (***"City"***) is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City has identified a need to procure professional construction engineering services (***"Services"***) related to the River Road Curb and Gutter Improvements Project (***"Project"***); and

WHEREAS, Engineering Resource Associates, Inc. (***"ERA"***) has submitted a proposal to perform the Services in the not-to-exceed amount of $76,975.00; and

WHEREAS, the City desires to enter into an agreement with ERA for the Services at the price proposed (***"Agreement"***); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with ERA;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of the Agreement. The Agreement with ERA for the Services in the not-to-exceed amount of $76,975.00 is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Agreement upon receipt of an executed copy of the Agreement from ERA.

SECTION 4: Change Orders. The City Administrator, or her designee, is authorized to execute one or more Change Orders to the Agreement for additional Services for unforeseen items of work related to, or arising from other work contemplated by, the Services or the Project in an amount not to exceed 10 percent of the original Agreement price.

SECTION 5: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTE: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

AGREEMENT

CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR THE RIVER ROAD CURB & GUTTER PROJECT

THIS AGREEMENT is dated as of the 2nd day of June , 2025 (***"Agreement"***) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (***"City"***) and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

ENGINEERING RESOURCE ASSOCIATES, INC. ("Consultant")
3s701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
Telephone: 630.393.3060
Email: bdusak@eraconsultants.com

B. Project Description. The scope of work consists of providing construction engineering services for the installation of curb and gutter and storm sewer along the west side of River Road, between Ferry Road and Warrenville Road. This includes a meetings, review of shop drawings and contractor submittals, construction layout, construction observation, documentation, material testing, pay request and change order review, and project close-out.

C. Representations of Consultant. The Consultant has submitted to the City a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit A to this Agreement (***"Services"***). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed **$76,975**, as outlined in Exhibit B, plus reimbursable expenses, as identified in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties on the date specified in Exhibit A (the "**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than the date of this Agreement.

D. Reporting. The Consultant shall regularly report to the City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement. The City Administrator's designee shall be the person identified in Section 8.D to receive notice, unless the City Administrator otherwise designates in writing.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount billed for the Proposal and paid by the City during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant shall be paid as provided in Exhibit B. The Consultant shall submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The City shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City or its authorized representative to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. Claim In Addition To Agreement Amount. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the City, the Consultant shall provide written notice to the City of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

E. Taxes, Benefits and Royalties. The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Consultant. Consultant shall notify the City as soon as practicable following resignation or termination of Key Project Personnel. No new Key Project Personnel shall be reassigned or added without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term ***"Confidential Information"*** shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement (***"Time of Disclosure"***); (ii) to have

been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care for Services. The Consultant represents and certifies that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the City or the Consultant, indemnify, save harmless, and defend the City, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications pursuant to Subsection 6.A of this Agreement (but not the performance or failure of a contractor not retained by Consultant), whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the City.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement. For good cause shown, the City Administrator may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City Administrator may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or 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 City. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

D. No Personal Liability. No elected or appointed official, or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (ii) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent is interested in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Patriot Act Compliance. The Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City 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 subsection.

F. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred or reasonable expenses that Consultant is legally obligated to pay, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.

G. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the City Administrator determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion shall not constitute a waiver of any rights or claims which the City may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the City by the Consultant.

H. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and 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 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*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

I. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

J. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

K. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the City Council. The City shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the City Council.

L. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other consultants engaged by the City.

M. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior written approval from the City Administrator.

N. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement (***"Documents"***) shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

O. City Data. The City has developed various types of data and information, such as digital map information through Geographic Information Systems Technology and through Auto CAD and other methods (collectively ***"City Data"***) concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the City Data, subject to the following conditions:

1. Limited Access to City Data. The City Data provided by the City shall be limited to the scope of the Work that the Consultant is to provide for the City;

2. Purpose of City Data. The Consultant shall limit its use of the City Data to its intended purpose of furtherance of the Work; and

3. Agreement with Respect to City Data. The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the City.** The City Data constitutes proprietary materials and trade secrets of the City and, shall remain the property of the City;

b. **Consent of City Required.** The Consultant will not provide or make available the City Data in any form to anyone without the prior written consent of the City Administrator;

c. **Supply to City.** At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the City Data;

d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the City Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the City Data for any purpose whatsoever; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the City Data has been discontinued.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Email notices shall be deemed valid and received by the addressee thereof when delivered by email and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Jamie Clark
Email: jclark@warrenville.il.us

With a copy to:

Elrod Friedman LLP
325 N. Lasalle Dr., Suite 450
Chicago, Illinois 60654
Attention: Brooke Lenneman

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Engineering Resource Associates, Inc.
3s701 West Avenue, Suite 150
Warrenville, IL 60555
Attention: Mr. Brian Dusak, P.E.
Facsimile: 630.393.2152
Email: bdusak@eraconsultants.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Proposal and the Services.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

L. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

M. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

N. Exhibits. Exhibits A, B, and C are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

O. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

P. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

CITY OF WARRENVILLE

By: _____
Cristina White, City Administrator

ATTEST/WITNESS

By: _____

Title: Principal

ENGINEERING RESOURCE ASSOCIATES, INC.

By: _____

Its: Principal

#55032402_v3

EXHIBIT A
DESCRIPTION OF SERVICES

ENGINEERING RESOURCE ASSOCIATES

Sent via email to pkuchler@warrenville.il.us

May 23, 2025

Mr. Philip M. Kuchler, PE, CFM
Director of Public Works
City of Warrenville
3s346 Mignin Drive
Warrenville, IL 60555

Subject: Proposal for Resident Engineering Services – River Road Curb & Gutter Improvements

Dear Phil:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for resident engineering services for the River Road Curb & Gutter Improvements Project within the City of Warrenville, Illinois. This proposal is based upon your request for proposal and our experience on similar projects.

Project Understanding

The City of Warrenville is planning to perform curb and gutter installation, pavement patching, and landscape restoration along River Road between Ferry Road and Warrenville Road this summer. The City now desires to retain ERA to oversee the construction of the work. It is anticipated that ERA will provide full-time resident engineering services for the duration of the project.

Scope of Services

ERA will provide construction engineering services in accordance with the following anticipated work plan.

1) **Meetings and Coordination** - The following meetings and items are anticipated during the construction phase of this project:

   a) Attend the pre-construction meeting as a representative of the City. (1 meeting)
   b) Conduct regular weekly project meetings to review contractor progress, discuss project issues, coordinate with other contractors and review upcoming operations.
   c) Attend monthly progress meetings with the City.
   d) Distribute meeting summaries to attendees and other interested parties.
   e) Coordinate with Rubino Engineering, Inc. (Rubino) and contractor to ensure material testing conforms to contract requirements.
   f) Present updates, both written and oral for City staff, City Council or other constituents.

2) **Shop Drawings and Contractor Submittals**

   a) Record data received, maintain a file of shop drawings and catalog cut and material supply submissions and check administrative compliance with contract requirements.
   b) Review shop drawings and other submittals from the project contractor for conformance with the requirements of the contract documents. Notify the City of any deviations or substitutions. With the notification, provide the City with a recommendation for acceptance or denial, and request direction from the City regarding the deviation or substitution.

c) Review contractors list of proposed suppliers and subcontractors, IDOT certification and approved dump sites.
d) Ensure that the contractor's materials conform to the requirements outlined in the contract documents.

3) Scheduling

a) Monitor contractor's progress, adherence to project schedule and communicate with City staff.
b) Review schedule with contractor on a daily basis and require contractor to update schedule on a weekly basis as necessary.
c) Track and record working days as they are expended. It is anticipated that the awarded contractor may complete a project of this magnitude within 2 months (35 working days) after notice to proceed.

4) Construction Layout

a) ERA will assist the City with construction layout throughout the project.

5) Construction Observation

a) Provide one full-time resident engineer for the anticipated 35 actual (not just chargeable) working day construction period during the summer 2025. For construction observation, we are anticipating an average of 8 hours per working day for our full-time Resident Engineer.
b) Serve as the City's liaison with the contractor primarily through the contractor's superintendent, public/private utilities and various jurisdictional agencies.
c) Arrange required material testing with Rubino.
d) Review weekly progress, prepare a weekly summary to be approved by the City and distributed to the interested parties.
e) Daily review and inspection of traffic and erosion control items including completion of a weekly barricade check report.
f) Maintain a database of names, addresses and telephone numbers of subcontractors, contractors, suppliers, and utility companies and other entities involved with the project.
g) Alert the Contractor's field superintendent when un-approved materials or equipment are being used and advise the City of such occurrences.

6) Documentation – The following tasks are anticipated:

a) Track and measure contract pay item quantities using Inspector's Daily Reports.
b) Keep and maintain a daily diary summarizing contractor operations, coordination activities, weather, project issues, etc.
c) Maintain a database of names, addresses and telephone numbers of subcontractors, contractors, suppliers, and utility companies and other entities involved with the project.
d) Collect and file material tickets.
e) Prepare weekly reports.
f) Submit project documentation to ERA office for use in reviewing contractor pay requests.
g) Track contractor time and materials expended on extra work items.

7) Material Testing

a) Our material testing sub-consultant, Rubino, will be on site during paving operations to ensure all HMA and PCC materials meet the requirements of the specifications.

8) Pay Request and Change Order Review

a) Review applications for payment and compare to documentation records on a monthly basis.
b) Forward recommendations for payment to City staff.
c) Review change order documentation and justifications.
d) Forward change order recommendations to City staff.

9) Project Close-Out

a) Prepare a list of items for correction by the contractor.
b) Review testing results and incorporate into punch list.
c) Work with City staff to incorporate items into the punch list.
d) Work with contractor to complete all punch list items in a timely, responsive manner.
e) Conduct final inspection with contractor and City representatives.
f) Provide two (2) sets of as-built drawings (within 6 weeks of project completion)
g) Provide final contract records/documents (within 6 weeks of project completion)

Project Schedule

The City of Warrenville let the project on May 22, 2025. After the project is let, the consultant will start their Phase III work with the preconstruction meeting. As outlined in the request, it is anticipated that the project will take approximately 2 months to complete between June 9, 2025 and August 8, 2025 which equates to approximately 35 working days.

Fees

ERA proposes to provide engineering services described in this proposal on an hourly, not to exceed basis according to the attached engineering fees. Our proposed multiplier rate for this project is 2.85 times direct hourly payroll rates. Direct costs will be charged at the actual cost incurred with no markup.

Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis.

If you have any questions, please contact me at 630.393.3060x1003 or bdusak@eraconsultants.com.

Respectfully submitted,
ENGINEERING RESOURCE ASSOCIATES, INC.

Brian Dusak, PE
Principal

EXHIBIT B
COST PROPOSAL

ENGINEERING RESOURCE ASSOCIATES

3s701 West Ave, Suite 150
Warrenville, IL 60555
Phone: 630-393-3060
Fax: 630-393-2152
www.eraconsultants.com

CLIENT: City of Warrenville
PROJECT: River Road Curb & Gutter Improvements RE
PROJECT LOCATION: Warrenville
COUNTY: DuPage

Date: May 23, 2025
Consultant: Engineering Resource Associates, Inc.
Project Manager: BJD
PP/PL No.: PL2505.33

TASK No.	WORK DESCRIPTION	HOURS	WEIGHTED HOURLY RATE	ERA'S FEE	DIRECT COSTS	GRAND TOTAL	% OF GRAND TOTAL
1	Meetings and Coordination	16	$173	$2,800.00		$2,800.00	3.64%
2	Shop Drawings and Contractor Submittals	4	$159	$600.00		$600.00	0.78%
3	Scheduling	6	$144	$900.00		$900.00	1.17%
4	Construction Layout	80	$163	$13,100.00		$13,100.00	17.02%
5	Construction Observation	284	$140	$39,600.00	$1,575.00	$41,175.00	53.49%
6	Documentation	44	$122	$5,400.00		$5,400.00	7.02%
7	Material Testing	4	$114	$500.00		$500.00	0.65%
8	Pay Request and Change Order Review	8	$159	$1,300.00		$1,300.00	1.69%
9	Project Close-Out	24	$154	$3,700.00		$3,700.00	4.81%
							0.00%
							0.00%
							0.00%
							0.00%
							0.00%
							0.00%
							0.00%
	Services by Others						
	Material Testing					$7,500.00	9.74%
	TOTALS	**470**	**$147.64**	**$67,900.00**	**$1,575.00**	**$76,975.00**	**100%**

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PROJECT: River Road Curb & Gutter Improvements RE
PROJECT LOCATION: Warrenville

			Meetings and Coordination			Shop Drawings and Contractor Submittals			Scheduling			Construction Layout		
PAYROLL CLASSIFICATION	**HOURLY RATE**	**TOTAL HRS**	**HOURS**	**% PART**	**WGTD RATE**	**HOURS**	**% PART**	**WGTD RATE**	**HOURS**	**% PART**	**WGTD RATE**	**HOURS**	**% PART**	**WGTD RATE**
Professional Engineer IV	$204.49	24.0	4	25.0%	$51.12	2	50.0%	$102.24	2	33.3%	$68.16			
Engineering Technician VI	$163.16	244.0	12	75.0%	$122.37							80	100.0%	$163.16
Staff Engineer II	$114.00	202.0				2	50.0%	$57.00	4	66.7%	$76.00			
	$0.00	0.0												
	$0.00	0.0												
	$0.00	0.0												
	$0.00	0.0												
	$0.00	0.0												
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	$0.00	0.0												
	$0.00	0.0												
	$0.00	0.0												
	$0.00	0.0												
TOTALS		470.00	16	100.0%	$173.49	4	100.0%	$159.24	6	100.0%	$144.16	80	100.0%	$163.16

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PP/PL No.: PL2505.33

		Construction Observation			Documentation			Material Testing			Pay Request and Change Order Review		
PAYROLL CLASSIFICATION	**HOURLY RATE**	**HOURS**	**% PART**	**WGTD RATE**	**HOURS**	**% PART**	**WGTD RATE**	**HOURS**	**% PART**	**WGTD RATE**	**HOURS**	**% PART**	**WGTD RATE**
Professional Engineer IV	$204.49	4	1.4%	$2.88	4	9.1%	$18.59				4	50.0%	$102.24
Engineering Technician VI	$163.16	140	49.3%	$80.44									
Staff Engineer II	$114.00	140	49.3%	$56.20	40	90.9%	$103.64	4	100.0%	$114.00	4	50.0%	$57.00
	$0.00												
	$0.00												
	$0.00												
	$0.00												
	$0.00												
	$0.00												
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	$0.00												
	$0.00												
	$0.00												
	$0.00												
	$0.00												
	$0.00												
TOTALS		284	100.0%	$139.52	44	100.0%	$122.23	4	100.0%	$114.00	8	100.0%	$159.24

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		Project Close-Out											
PAYROLL CLASSIFICATION	**HOURLY RATE**	**HOURS**	**% PART**	**WGTD RATE**	**HOURS**	**% PART**	**WGTD RATE**	**HOURS**	**% PART**	**WGTD RATE**	**HOURS**	**% PART**	**WGTD RATE**
Professional Engineer IV	$204.49	4	16.7%	$34.09									
Engineering Technician VI	$163.16	12	50.0%	$81.58									
Staff Engineer II	$114.00	8	33.3%	$38.00									
	$0.00												
	$0.00												
	$0.00												
	$0.00												
	$0.00												
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TOTALS		24	100.0%	$153.67	0	0.0%	$0.00	0	0.0%	$0.00	0	0.0%	$0.00

EXHIBIT C

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than: (1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:
$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. 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.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: City of Warrenville, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured	Policy or Policies
None	

RESOLUTION NO. R2025-36

A RESOLUTION APPROVING AN AGREEMENT WITH CHRISTINE CHARKEWYCZ FOR THE PROVISION OF LEGAL SERVICES

WHEREAS, the City proposes to enter into an agreement ("***Agreement***") with Christine Charkewycz ("***City Prosecutor***") for the provision of legal services, including specifically the prosecution of municipal code violations (collectively, "***Prosecutorial Services***"); and

WHEREAS, the City Prosecutor has performed the Prosecutorial Services for the City in the past to the City's satisfaction; and

WHEREAS, the Mayor and the City Council find that it is in the best interest of the City and the public to approve and enter into the Agreement with the City Prosecutor;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals set forth above are incorporated into this Section One by this reference as findings of the City Council.

SECTION 2: Approval of Agreement. The Agreement is hereby approved substantially in the form attached to and, by this reference, made a part of this Resolution as ***Exhibit A***, and in a final form to be approved by the City Administrator.

SECTION 3: Execution. The City Administrator and the City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two original copies of the Agreement executed by the City Prosecutor; provided, however, that if such executed copies of the Agreement are not received by the City Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the Mayor and City Council, be null and void.

SECTION 4: Effective Date. This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

[Voting Record and Signatures on Following Page]

PASSED THIS ____ day of _____, 2025.

APPROVED THIS ____ day of _____, 2025.

VOTE: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

AGREEMENT

AGREEMENT

THIS AGREEMENT, made this____ day of_____ 2025 by and between CITY OF WARRENVILLE, DuPage County, Illinois, and CHRISTINE CHARKEWYCZ, Attorney at Law, 2021 Midwest Rd. Suite 200, Oak Brook, Illinois 60523.

WITNESSETH

WHEREAS, CHRISTINE CHARKEWYCZ. Attorney at Law is an attorney licensed to practice law in the State of Illinois;

and

WHEREAS, the CITY OF WARRENVILLE is desirous of having its City Ordinances prosecuted in the Courts of DuPage County, Illinois.

NOW THEREFORE, in consideration of the mutual undertakings and promises contained herein, the parties hereto agree as follows:

CHRISTINE CHARKEWYCZ, Attorney at Law (hereinafter referred to as CHRISTINE CHARKEWYCZ) shall represent the CITY OF WARRENVILLE at all regular court sessions held in the Field Court designated for said City's cases during the term of this Agreement.

1. The CITY OF WARRENVILLE shall pay CHRISTINE CHARKEWYCZ Two Hundred Dollars ($200.00) per Court session at which prosecutable local ordinance violations are to be heard for the prosecution of said violations in courtroom 1002 at 505 N. County Farm Road in Wheaton. In the event a session exceeds two (2) hours in length, an additional fee shall be assessed at the rate of One Hundred ($100.00) per hour exceeding the original two hours.

2. In addition to said fee payment, the CITY OF WARRENVILLE agrees to pay CHRISTINE CHARKEWYCZ One Hundred Dollars ($100.00) per hour for any telephone consultation with defense attorneys, defendants and witnesses, research, or trial preparation done in connection with the prosecution of said City Ordinance violations, for time spent in preparation of Court documents or correspondence involving said cases, and any Court appearances by CHRISTINE CHARKEWYCZ at a Court other than the designated Traffic Court when she is representing the CITY OF WARRENVILLE in the prosecution of the violations of its ordinances. There will be no additional fee for consultation and advice to police officers.

3. The CITY OF WARRENVILLE agrees to reimburse CHRISTINE CHARKEWYCZ for any out-of-pocket expenses incurred in the prosecution of its ordinance violations (e.g. postage, photocopying, faxing, filing fees, etc.).

4. CHRISTINE CHARKEWYCZ agrees to provide a qualified attorney to represent the CITY OF WARRENVILLE in her absence due to illness, conflict in Court schedule, or vacation period. The payment for the service of said third party shall be made by CHRISTINE CHARKEWYCZ to said party.

5. The CITY OF WARRENVILLE may designate that individual cases of its ordinance violations be prosecuted by its City attorneys.

6. This agreement will be effective from June 1, 2025 through December 31, 2025. Notwithstanding any provision contained therein to the contrary, this Agreement may be terminated by either party at any time. CHRISTINE CHARKEWYCZ agrees to give thirty (30) days prior written notice to the CITY OF WARRENVILLE.

7. A statement for services rendered shall be made monthly, and payment by the CITY for such services shall be made by the last day of the month following the rendering of said services.

DATED this _____ day of _____, 2025.

By:_____

ATTEST:

_____
City Clerk

_____
Christine Charkewycz, Attorney at Law

WARRENVILLE
FRIENDS OF THE 4TH
COMMITTEE
INDEPENDENCE DAY CELEBRATION 2025

April 7, 2025

Dear City Council,

Let me once again take this opportunity to personally thank you for your continued support of the Warrenville Friends of the 4th Committee. This celebration would not be possible without you and your fellow City Council members understanding the importance of this legendary hometown event. This year we are proud to feature the grand parade and Cerny Park festivities and entertainment. With this year's theme of ***"America's Movie Magic"*** it is sure to be a great time for all.

Therefore, the Warrenville Friends of the 4th Committee respectfully requests that the regular parade route, which is the same as last year's, be granted for 2025. With the participants kicking off from downtown, then going south on Warren Avenue they will then proceed west on Warrenville Road, south on Curtis Avenue, to Woodland School.

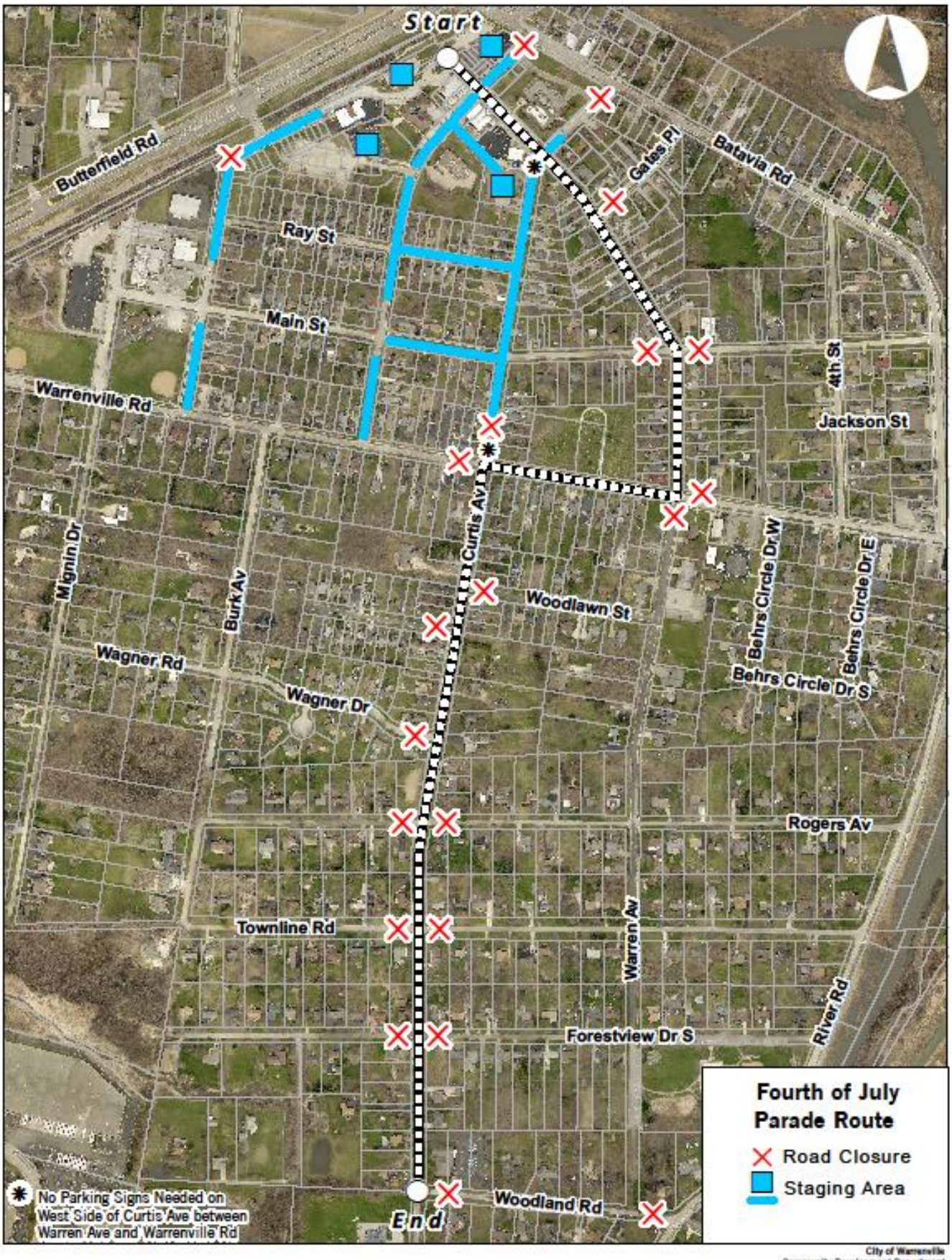
We are contacting Ed Lowrie the owner of the old bank lot for permission to use that area on July 3, 2025, from 3:30 PM to 6:00 PM. This section is used for lining up the parade entries until kickoff time. A map of the area is provided for your reference.

Thank you again for your consideration regarding this important event. On behalf of the Warrenville Friends of the 4th Committee and myself, we hope to see you there.

Sincerely;

Colin A. Wilkie

Colin A. Wilkie; *Director, Warrenville Friends of the 4th Committee*



City of Warrenville
Community Development Department
May 2019

CITY OF WARRENVILLE
PLAN COMMISSION/ZONING BOARD OF APPEALS
DRAFT Minutes of Regular Meeting
Held on May 22, 2025
At Warrenville City Hall
28W701 Stafford Place

A. CALL TO ORDER

Chairman Cosgrove called the meeting to order at 7:00 p.m.

B. ROLL CALL

PC Present: Tim Cosgrove, Jim Martina, Mark Taylor, Katy Ebbesen, Chris Wilson, Tom Smillie

PC Excused: Natalie Clemens, Rachel Fawell, Jessica Tullier

ZBA Present: Tim Cosgrove, Jessica Tullier, Jim Martina, Mark Taylor, Chris Wilson, Katy Ebbesen

ZBA Excused: Natalie Clemens

Also Present: Mayor Andrew Johnson
Community & Economic Development Director Amy Emery
Community Planner Jack Maszka

Chairman Cosgrove indicated that the agenda will be revised to situate Public Comment first.

F. Public Comments

Kevin Conners

Provided public comment on the Cantera Point townhome project citing concerns about traffic, school kids, and cut through traffic on Wilbur Ave and Lorraine Ave.

Robert Oesh

Provided public comment on the Cantera Point townhome project. Stated that DR Horton was stalling the project purposefully and voiced concerns regarding traffic, school impact, bussing, proposed density, and lack of landscaping.

Steve Alesch

Provided public comment on the Cantera Point townhome project. Stated that the proposed development was too dense, three stories are too tall, and that garages are too small. Stated that he was pulling from his experience at Thornwilde. Agreed with a previous commenter that this was a delay tactic by DR Horton.

C. OTHER BUSINESS

1. Zoning Board of Appeals Nomination (Katy Ebbesen)

Katy Ebbesen was sworn in by Mayor Johnson at approximately 7:25 p.m.

D. OLD BUSINESS

1. MaeCliff Drive / D.R. Horton, INC. – Midwest / Cantera Point Townhomes Located between MaeCliff Dr, Warrenville Rd, and Ferry Rd (Public Hearing)

Request for approval of a final plat of subdivision, amendment to the Cantera Development Control Regulations, redesignation of the underlying use from Commercial Center Use to Multi-Family Use, and a Major Planned Unit Development Amendment with Site-Specific Amendments from the Cantera Development Control Regulations. The Applicant requested this public hearing be continued to the June 19, 2025, Plan Commission Meeting.

CHAIRMAN COSGROVE MADE A MOTION TO CONTINUE THE PUBLIC HEARING FOR THE CANTERA POINT TOWNHOME PROJECT TO THE JUNE 19, 2025 PLAN COMMISSION MEETING. SECONDED BY COMMISSIONER TAYLOR. CHAIRMAN COSGROVE ASKED A VOICE VOTE. APPROVED UNANIMOUSLY.

2. Commissioner Training

Findings of Fact: Commissioners Edition
(*rescheduled from February 20, 2025*)

Completion of a training opportunity from the Illinois chapter of the American Planning Association

PC/ZBA reviewed training materials as a group. A follow-up discussion ensued to relate some of the examples to Warrenville practices and experiences.

E. APPROVAL OF MINUTES

1. Regular Meeting Minutes of May 8, 2025

E-1 page 5…. Correct vote

CHAIRMAN COSGROVE MADE A MOTION TO APPROVE THE MINUTES. SECONDED BY COMMISSIONER MARTINA. CHAIRMAN COSGROVE ASKED FOR A VOICE VOTE. MOTION PASSED. MOTION CARRIED.

ABSTAINED: EBBESEN

G. CHAIRMAN'S REPORT

The Chairman mentioned Memorial Day activities that will be occurring over the weekend and that Warrenville in Bloom will have its annual volunteer/plant sale. He wished a happy belated Mothers' Day.

H. COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR'S REPORT
Director Emery shared recent City Council actions on PC/ZBA recommendations.

I. PLANNER'S REPORT
Community Planer Maszka noted it was Director Emery's second anniversary of employment with the city. He provided an update about expected 6/5 items coming before the Plan Commission/ZBA in June.

J. MAYOR'S REPORT
None

K. ADJOURN

COMMISSIONER EBBESON MOVED TO ADJOURN THE MEETING AT 8:50 P.M., SECONDED BY COMMISSIONER WILSON. CHAIRMAN COSGROVE ASKED FOR A VOICE VOTE. MOTION PASSED. MOTION CARRIED.

_____ _____

Jack Maszka, Community Planner

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 05/21/2025 - 05/28/2025
POSTED
PAID

VI. I.

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution		Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
05/21/2025								
0000018442	ANDREW DEXTER		05/21/2025	05/21/2025	30.00	0.00	Paid	Y
	UB refund for account: 0355098000-14		dherrera					05/21/2025
	001-000-000-10100	RC			30.00			
05/21/2025								
0000018459	BEN ELIZARRARAZ		05/21/2025	05/21/2025	65.00	0.00	Paid	Y
	CDL RENEWAL-05/15/25		dherrera					05/21/2025
	020-700-704-45400	CDL RENEWAL-05/15/25			65.00			
05/21/2025								
0000018456	BONITA DI IULIO		05/21/2025	05/21/2025	51.70	0.00	Paid	Y
	UB refund for account: 0395063000-03		dherrera					05/21/2025
	020-000-000-26999	SEWER			42.70			
	020-000-000-26999	NPRVIL-WTC			9.00			
05/21/2025								
0000018443	CHRIS BOETTCHER		05/21/2025	05/21/2025	5.25	0.00	Paid	Y
	UB refund for account: 0382018000-05		dherrera					05/21/2025
	001-000-000-10100	RC			5.25			
22750								
0000018437	CITY OF NAPERVILLE		05/12/2025	05/21/2025	83,640.85	0.00	Paid	Y
	WASTE WATER - SITE APR-25		dherrera					05/20/2025
	020-700-706-45420	WASTE WATER - SITE APR-25			83,640.85			
22749								
0000018439	CITY OF NAPERVILLE		05/12/2025	05/21/2025	13,582.02	0.00	Paid	Y
	WASTE WATER - SITE APR-25		dherrera					05/20/2025
	020-700-706-45420	WASTE WATER - SITE APR-25			13,582.02			
MAY25AA								
0000018502	COM ED		05/19/2025	05/28/2025	23.08	0.00	Paid	Y
	ELEC/STREET LIGHTS		dherrera					05/27/2025
	013-700-709-44020	STREET LIGHTING			23.08			
MAY25AB								
0000018503	COM ED		05/16/2025	05/28/2025	61.59	0.00	Paid	Y
	ELEC/STREET LIGHTS		dherrera					05/27/2025
	013-700-709-44020	STREET LIGHTING			61.59			

INVOICE REGISTER FOR CITY OF WARRENVILLE

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Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
MAY25AF							
0000018504	COM ED	05/19/2025	05/28/2025	14.24	0.00	Paid	Y
	ELEC/STREET LIGHTS	dherrera					05/27/2025
	013-700-709-44020 STREET LIGHTING			14.24			
MAY25AG							
0000018505	COM ED	05/16/2025	05/28/2025	35.42	0.00	Paid	Y
	ELEC/STREET LIGHTS	dherrera					05/27/2025
	013-700-709-44020 STREET LIGHTING			35.42			
MAY25B							
0000018506	COM ED	05/16/2025	05/28/2025	58.83	0.00	Paid	Y
	ELEC/3S331 WILLIAMS RD	dherrera					05/27/2025
	013-700-709-44020 STREET LIGHTING			58.83			
MAY25I							
0000018507	COM ED	05/16/2025	05/28/2025	57.62	0.00	Paid	Y
	ELEC/STREET LIGHTS	dherrera					05/27/2025
	013-700-709-44020 STREET LIGHTING			57.62			
MAY25W							
0000018508	COM ED	05/16/2025	05/28/2025	176.09	0.00	Paid	Y
	ELEC/STREET LIGHTS	dherrera					05/27/2025
	013-700-709-44020 STREET LIGHTING			176.09			
MAY25Y							
0000018509	COM ED	05/16/2025	05/28/2025	36.01	0.00	Paid	Y
	ELEC/STREET LIGHTS	dherrera					05/27/2025
	013-700-709-44020 STREET LIGHTING			36.01			
MAY25K							
0000018510	COM ED	05/16/2025	05/28/2025	10.72	0.00	Paid	Y
	ELEC/STREET LIGHTS	dherrera					05/27/2025
	013-700-709-44020 STREET LIGHTING			10.72			
MAY25U							
0000018511	COM ED	05/19/2025	05/28/2025	134.52	0.00	Paid	Y
	ELEC/STREET LIGHTS	dherrera					05/27/2025
	013-700-709-44020 STREET LIGHTING			134.52			

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Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
MAY25V							
0000018512	COM ED	05/19/2025	05/28/2025	4.75	0.00	Paid	Y
	ELEC/STREET LIGHTS	dherrera					05/27/2025
	013-700-709-44020 STREET LIGHTING			4.75			
MAY25Z							
0000018513	COM ED	05/19/2025	05/28/2025	32.62	0.00	Paid	Y
	ELEC/STREET LIGHTS	dherrera					05/27/2025
	013-700-709-44020 STREET LIGHTING			32.62			
MAY25AE							
0000018514	COM ED	05/20/2025	05/28/2025	113.93	0.00	Paid	Y
	ELEC/4S740 WEST ST	dherrera					05/27/2025
	020-700-704-43800 UTILITIES			113.93			
MAY25AH							
0000018515	COM ED	05/16/2025	05/28/2025	43.96	0.00	Paid	Y
	ELEC/28W523 RIVERVIEW DR	dherrera					05/27/2025
	020-700-706-43800 UTILITIES			43.96			
MAY25AJ							
0000018516	COM ED	05/16/2025	05/28/2025	110.89	0.00	Paid	Y
	ELEC/3S665 BREME LIFT	dherrera					05/27/2025
	020-700-704-43800 UTILITIES			110.89			
MAY25B2							
0000018517	COM ED	05/16/2025	05/28/2025	338.62	0.00	Paid	Y
	ELEC/4S129 WARREN AVE	dherrera					05/27/2025
	001-700-701-43800 UTILITIES			338.62			
MAY25F							
0000018518	COM ED	05/16/2025	05/28/2025	1,268.72	0.00	Paid	Y
	ELEC/2S522 COUNTRY RIDGE RD	dherrera					05/27/2025
	020-700-704-43800 UTILITIES			1,268.72			
MAY25G							
0000018519	COM ED	05/16/2025	05/28/2025	304.51	0.00	Paid	Y
	ELEC/1S681 ESSEX LN	dherrera					05/27/2025
	020-700-706-43800 UTILITIES			304.51			

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
MAY25H							
0000018520	COM ED	05/16/2025	05/28/2025	33.62	0.00	Paid	Y
	ELEC/3S128 GLEN DR	dherrera					05/27/2025
	020-700-706-43800 UTILITIES			33.62			
MAY25M							
0000018521	COM ED	05/16/2025	05/28/2025	135.30	0.00	Paid	Y
	ELEC/CERNY PARK	dherrera					05/27/2025
	001-700-702-43800 UTILITIES			135.30			
MAY25N							
0000018522	COM ED	05/16/2025	05/28/2025	47.24	0.00	Paid	Y
	ELEC/29W440 RIVERSIDE PKWY	dherrera					05/27/2025
	020-700-706-43800 UTILITIES			47.24			
MAY25O							
0000018523	COM ED	05/16/2025	05/28/2025	58.98	0.00	Paid	Y
	ELEC/2S603 WILLIAMS RD	dherrera					05/27/2025
	020-700-706-43800 UTILITIES			58.98			
MAY25P							
0000018524	COM ED	05/16/2025	05/28/2025	65.78	0.00	Paid	Y
	ELEC/2S535 RIVER OAKS	dherrera					05/27/2025
	020-700-706-43800 UTILITIES			65.78			
MAY25R							
0000018525	COM ED	05/16/2025	05/28/2025	135.86	0.00	Paid	Y
	ELEC/29W336 JOHN BARDEEN DR	dherrera					05/27/2025
	020-700-706-43800 UTILITIES			135.86			
MAY25S							
0000018526	COM ED	05/16/2025	05/28/2025	91.80	0.00	Paid	Y
	ELEC/3S6325 WARREN AVE	dherrera					05/27/2025
	020-700-706-43800 UTILITIES			91.80			
MAY25T							
0000018527	COM ED	05/16/2025	05/28/2025	118.35	0.00	Paid	Y
	ELEC/28W602 RAY ST	dherrera					05/27/2025
	020-700-706-43800 UTILITIES			118.35			

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MAY25A							
0000018434	COMCAST	05/06/2025	05/21/2025	208.45	0.00	Paid	Y
	SERV/POLICE DEPT	dherrera					05/20/2025
	001-350-351-43400	SERV/POLICE DEPT		208.45			
MAY25B							
0000018435	COMCAST	05/08/2025	05/21/2025	136.91	0.00	Paid	Y
	SERV/POLICE DEPT	dherrera					05/20/2025
	001-350-351-43400	SERV/POLICE DEPT		136.91			
69034745101							
0000018546	CONSTELLATION NEW ENERGY INC.	10/30/2024	05/28/2025	6,158.86	0.00	Paid	Y
	ELEC/STREET LIGHTS	dherrera					04/30/2025
	013-700-709-44020	ELEC/STREET LIGHTS 1592196267 9/13-10/14		220.69			
	013-700-709-44020	ELEC/STREET LIGHTS 2646439616 9/13-10/14		3.71			
	013-700-709-44020	ELEC/STREET LIGHTS 4700881057 7/18-8/14		696.76			
	013-700-709-44020	ELEC/STREET LIGHTS 4700881057 8/14-9/13		874.22			
	013-700-709-44020	ELEC/STREET LIGHTS 4700881057 9/13-10/14		1,040.57			
	013-700-709-44020	ELEC/STREET LIGHTS 5081563942 9/13-10/14		373.61			
	013-700-709-44020	ELEC/STREET LIGHTS 6175308258 9/13-10/14		2,259.24			
	013-700-709-44020	ELEC/STREET LIGHTS 9618036878 9/13-10/14		690.06			
030320087814							
0000018528	DYNEGY ENERGY SERVICES	05/22/2025	05/28/2025	7,204.23	0.00	Paid	Y
	ELEC/VARIOUS MAY25	dherrera					05/27/2025
	020-700-706-43800	30W150 BATAVIA/MAY25-1		2,095.02			
	020-700-704-43800	27W601 WARRENVILLE/MAY25-2		1,217.18			
	020-700-704-43800	35000 TIMBER/MAY25-3		2,448.28			
	020-700-704-43800	WELL # 11/MAY25-4		1,443.75			
8-875-62466							
0000018532	FEDEX	05/28/2025	05/28/2025	79.62	0.00	Paid	Y
	SHIPPING-PW	dherrera					05/28/2025
	020-700-706-44600	POSTAGE		79.62			
052125							
0000018452	FIFTH THIRD BANK	05/21/2025	05/21/2025	162.00	0.00	Paid	Y
	EE CONTRIBUTIONS-MAY 2025	dherrera					05/21/2025
	001-000-000-21905	EE CONTRIBUTIONS-MAY 2025		162.00			

INVOICE REGISTER FOR CITY OF WARRENVILLE

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Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
05/28/2025							
0000018533	IL LAW ENFORCEMENT TORCH	05/28/2025	05/28/2025	4,300.48	0.00	Paid	Y
	COP-ON-A-ROOF-TOP 2025 - CASH DONATIONS	dherrera					05/28/2025
	001-100-000-39900	COP-ON-A-ROOF-TOP 2025 - CASH DONATIONS		4,300.48			
97412							
0000018447	ILLINOIS PUBLIC RISK FUND	04/18/2025	05/21/2025	33,206.00	0.00	Paid	Y
	WORKERS' COMPENSATION-06/25	dherrera					05/21/2025
	001-350-351-43302	WORKERS' COMPENSATION-06/25		26,564.80			
	020-700-704-43302	WORKERS' COMPENSATION-06/25		3,320.60			
	020-700-706-43302	WORKERS' COMPENSATION-06/25		3,320.60			
052125							
0000018448	J.E. HEINZINGER CONSTRUCTION	05/20/2025	05/21/2025	200.00	0.00	Paid	Y
	REFUND BP-2024-1414 BOND	dherrera					05/21/2025
	001-000-000-22309	REFUND BP-2024-1414 BOND		200.00			
052125							
0000018440	JAMIE CLARK	05/02/2025	05/21/2025	313.60	0.00	Paid	Y
	MILEAGE,IPSI,5/1-5/2,EFFINGHAM	dherrera					05/21/2025
	001-700-701-44400	MILEAGE,IPSI,5/1-5/2,EFFINGHAM		313.60			
05/21/2025							
0000018455	JASON MARQUESS	05/21/2025	05/21/2025	6.40	0.00	Paid	Y
	UB refund for account: 0145032000-08	dherrera					05/21/2025
	001-000-000-10100	RC		6.40			
052125							
0000018441	JEFF SIMMONS	05/16/2025	05/21/2025	61.35	0.00	Paid	Y
	CDL LICENSE,5/16/25,WEST CHICAGO DMV	dherrera					05/21/2025
	001-700-701-46900	CDL LICENSE,5/16/25,WEST CHICAGO DMV		61.35			
05/21/2025							
0000018457	JIM MONSON	05/21/2025	05/21/2025	9.56	0.00	Paid	Y
	UB refund for account: 0376142000-04	dherrera					05/21/2025
	020-000-000-26999	SEWER		9.56			
05/28/2025							
0000018537	JOSHUA JAEGER	05/28/2025	05/28/2025	361.52	0.00	Paid	Y
	UB refund for account: 0396503000-04	dherrera					05/28/2025
	020-000-000-26999	Overpayment		361.52			

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
9010445604							
0000018529	KONICA MINOLTA BUSINESS SYSTEM	05/21/2025	05/28/2025	329.48	0.00	Paid	Y
	COPIER MAINT-BIZHUB	dherrera					05/27/2025
	001-350-351-41100 COPIER MAINT/BIZHUB 4050			5.19			
	001-350-351-41100 COPIER MAINT/BIZHUB C224E			280.93			
	001-350-351-41100 COPIER MAINT/BIZHUB C250I			43.36			
05/21/2025							
0000018458	KRISTINA HOUGSTED/ERIC MALAK	05/21/2025	05/21/2025	21.49	0.00	Paid	Y
	UB refund for account: 0117092000-05	dherrera					05/21/2025
	020-000-000-26999 SEWER			17.38			
	020-000-000-26999 NPRVIL-WTC			4.11			
05/21/2025							
0000018445	LARRY HUSSLEIN	05/21/2025	05/21/2025	1,086.80	0.00	Paid	Y
	REIMBURSE RESIDENT FOR CITY OWNED SIDEWA	dherrera					05/21/2025
	002-700-710-49476 REIMBURSE RESIDENT FOR CITYOWNED SW REPL			1,086.80			
052825							
0000018466	LAURENCE METTEVELIS	05/22/2025	05/28/2025	400.00	0.00	Paid	Y
	REFUND BP-2023-0458 BOND	dherrera					05/23/2025
	001-000-000-22309 DEPOSITS - BUILDING BONDS			400.00			
052125							
0000018454	METROPOLITAN ALLIANCE OF	05/21/2025	05/21/2025	1,125.00	0.00	Paid	Y
	MAP UNION DUES-MAY 2025	dherrera					05/21/2025
	001-000-000-22101 MAP UNION DUES-MAY 2025			1,125.00			
5116052025							
0000018450	NCPERS GROUP LIFE INS.	05/21/2025	05/21/2025	272.00	0.00	Paid	Y
	JUNE 2025 PREMIUM	dherrera					05/21/2025
	001-000-000-22220 JUNE 2025 PREMIUM			272.00			
MAY25K							
0000018424	NICOR GAS	05/08/2025	05/21/2025	216.23	0.00	Paid	Y
	GAS/CITY HALL	dherrera					05/20/2025
	001-700-701-43800 GAS/CITY HALL			216.23			
MAY25N							
0000018426	NICOR GAS	05/08/2025	05/21/2025	201.14	0.00	Paid	Y
	GAS/WELL #10	dherrera					05/20/2025
	020-700-704-43800 GAS/WELL #10			100.57			
	020-700-706-43800 GAS/WELL #10			100.57			

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
MAY25H							
0000018428	NICOR GAS	05/09/2025	05/21/2025	59.80	0.00	Paid	Y
	GAS/RAY ST LIFT	dherrera					05/20/2025
	020-700-706-43800 GAS/RAY ST LIFT			59.80			
MAY25O							
0000018430	NICOR GAS	05/08/2025	05/21/2025	91.84	0.00	Paid	Y
	GAS/TAVERN MUSEUM	dherrera					05/20/2025
	001-700-702-48800 GAS/TAVERN MUSEUM			91.84			
MAY25M							
0000018432	NICOR GAS	05/08/2025	05/21/2025	61.98	0.00	Paid	Y
	GAS/ALBRIGHT	dherrera					05/20/2025
	001-700-702-48800 GAS/ALBRIGHT			61.98			
MAY25Q							
0000018481	NICOR GAS	05/15/2025	05/28/2025	154.32	0.00	Paid	Y
	GAS/CERNY LIFT STATION	dherrera					05/27/2025
	001-700-701-43800 UTILITIES			154.32			
MAY25E							
0000018483	NICOR GAS	05/15/2025	05/28/2025	54.55	0.00	Paid	Y
	GAS/EMERALD GREEN LIFTS	dherrera					05/27/2025
	020-700-706-43800 UTILITIES			54.55			
75560							
0000018538	PEERLESS NETWORK	05/15/2025	05/28/2025	1,447.06	0.00	Paid	Y
	PHONE SERVICES 05/25	dherrera					05/28/2025
	001-350-351-43400 PHONE SERVICES 05/25			1,447.06			
052125							
0000018444	ROBERT INGRAM	05/03/2025	05/21/2025	419.30	0.00	Paid	Y
	MILEAGE/MEALS,IPSI,4/27-5/3,EFFINGHAM	dherrera					05/21/2025
	001-700-701-44400 MILEAGE/MEALS,IPSI,4/27-5/3,EFFINGHAM			419.30			
05/21/2025							
0000018463	STUART ASCHAUER	05/21/2025	05/21/2025	349.60	0.00	Paid	Y
	REPLACE LOST ADP CHECK # 22318372	dherrera					05/21/2025
	001-100-000-39900 REPLACE LOST ADP CHECK # 22318372			349.60			

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32905							
0000018468	THIRD MILLENNIUM	05/20/2025	05/28/2025	2,431.70	0.00	Paid	Y
	UB RENDERING-MAILED 5/16/25	dherrera					05/23/2025
	020-700-704-44700	PRINTING/PUBLISHING		1,215.85			
	020-700-706-44700	PRINTING/PUBLISHING		1,215.85			
6113703614							
0000018530	VERIZON WIRELESS	05/16/2025	05/28/2025	4,511.84	0.00	Paid	Y
	CELL PHONE SERVICE 05/25	dherrera					05/27/2025
	001-500-501-43400	CELL PHONE SERVICE 05/25 PD		2,064.55			
	001-500-502-43400	CELL PHONE SERVICE 05/25 EMA		294.47			
	001-350-351-43400	CELL PHONE SERVICE 05/25 FIN		42.17			
	001-350-351-43400	CELL PHONE SERVICE 05/25 ADM		342.90			
	020-700-704-43400	CELL PHONE SERVICE 05/25 WTR		426.91			
	001-350-351-43400	CELL PHONE SERVICE 05/25 STR		601.75			
	001-350-351-43400	CELL PHONE SERVICE 05/25 CD		371.85			
	001-350-351-43400	CELL PHONE SERVICE 05/25 BLD		103.17			
	001-350-351-43400	CELL PHONE SERVICE 05/25 UNK		264.07			
052125							
0000018460	WEST CHICAGO CONCRETE	05/21/2025	05/21/2025	100.00	0.00	Paid	Y
	REFUND BP-2025-1704 BOND	dherrera					05/21/2025
	001-000-000-22309	REFUND BP-2025-1704 BOND		100.00			
052825							
0000018539	WILLIAM O'SULLIVAN	05/19/2025	05/28/2025	264.60	0.00	Paid	Y
	ROAD SCHOLAR PROGRAM,5/12 & 5/16,EFFINGH	dherrera					05/28/2025
	020-700-704-44400	TRAVEL,TRAINING & MEETINGS		132.30			
	020-700-706-44400	TRAVEL,TRAINING & MEETINGS		132.30			

# of Invoices: 66	# Due: 0	Totals:	166,895.58	0.00
# of Credit Memos: 0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:			166,895.58	0.00

--- TOTALS BY FUND ---

001 GENERAL	41,514.90	0.00
002 CAPITAL MAINTENANCE & REPLCMNT	1,086.80	0.00
013 MOTOR FUEL TAX	6,804.35	0.00
020 WATER/SEWER	117,489.53	0.00

--- TOTALS BY DEPT/ACTIVITY ---

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
	000-000 ASSETS & LIABILITIES - ALL			2,744.92	0.00		
	100-000 REVENUES - ALL FUNDS			4,650.08	0.00		
	350-351 CENTRAL SERVICES			30,412.61	0.00		
	500-501 POLICE			2,064.55	0.00		
	500-502 E.M.A.			294.47	0.00		
	700-701 STREET			1,503.42	0.00		
	700-702 PARKS & RECREATION			289.12	0.00		
	700-704 WATER - O & M			11,863.98	0.00		
	700-706 SEWER - O & M			105,181.28	0.00		
	700-709 MOTOR FUEL TAX FUND - EXPEN			6,804.35	0.00		
	700-710 CAP. & MAINT. & REPLACE FUN			1,086.80	0.00		

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 06/03/2025 - 06/03/2025
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Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
8718340							
0000018461	ABATIX CORP	05/19/2025	06/16/2025	2,738.23	2,738.23	Open	N
	TRI-POD WITH WINCH AND STORAGE BAG	zjardine					05/21/2025
	020-700-706-41100	TRI-POD WITH WINCH AND STORAGE BAG		2,738.23			
335491							
0000018531	DAILY HERALD	05/11/2025	06/16/2025	257.60	257.60	Open	N
	BID NOTICE & PUBLIC HEARING ISSUE DATE 5	dherrera					05/27/2025
	001-600-601-44700	PUBLIC HEARING,5/5,AD # 2296771		112.70			
	002-700-710-49476	BID NOTICE,5/5,AD # 2297067		144.90			
77487							
0000018414	DEUTSCH'S TRUCK REPAIR	01/28/2025	06/16/2025	6,829.95	6,829.95	Open	N
	VEHICLE REPAIRS-UNIT 102	jclark					05/15/2025
	001-700-701-41110	VEHICLE REPAIRS		3,414.98			
	020-700-704-41110	VEHICLE REPAIRS		1,707.49			
	020-700-706-41110	VEHICLE REPAIRS		1,707.48			
22338							
0000018549	ELROD FRIEDMAN LLP	03/31/2025	06/16/2025	25,916.93	25,916.93	Open	N
	MARCH 2025 - LEGAL SERVICES	dherrera					04/23/2025
	001-250-251-45100	MARCH 2025 RETAINER		14,525.00			
	104-100-150-45100	STAHLELIN PROPERTY; RT 59 & DUKE PKWY		3,362.50			
	001-250-251-45100	VOETLE PROPERTY EXCHANGE		3,383.50			
	001-250-251-45100	CERNY PARK TRANSFER		725.00			
	001-250-251-45100	ORCHID SPA BUSIENSS LICENSE ENFORCEMENT		152.50			
	001-250-251-45102	2S451 & 2S463 RIVERSIDE PROPERTY MAINT		2,481.43			
	001-250-251-45100	TREE PROTECTION ORD AMENDMENTS		1,287.00			
22796							
0000018550	ELROD FRIEDMAN LLP	04/30/2025	06/16/2025	22,952.50	22,952.50	Open	N
	APRIL 2025 - LEGAL SERVICES	dherrera					04/30/2025
	001-250-251-45100	APRIL 2025 RETAINER		14,525.00			
	001-250-251-45100	TREE PROTECTION ORD AMENDMENTS		1,761.00			
	104-100-150-45100	STAHELIN PROPERTY; RT 59 & DUKE PKWY		3,381.50			
	001-250-251-45100	VOEGTLE PROPERTY EXCHANGE		310.00			
	001-250-251-45100	CERNY PARK TRANSFER		66.00			
	001-250-251-45102	2S451 & 2S463 RIVERSIDE AVE PROP MAINT		1,061.00			
	001-250-251-45102	CERONE ZONING LITIGATION		1,848.00			
w2500700.04							
0000018422	ENGINEERING RESOURCE ASSOCIATE	05/20/2025	06/16/2025	450.00	450.00	Open	N
	FY 2025 BRIDGE INSPECTIONS	pkuchler					05/20/2025
	002-700-710-45300	FY 2025 BRIDGE INSPECTIONS		450.00			

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14471497							
0000018540	HACH COMPANY, INC	04/30/2025	06/16/2025	643.00	643.00	Open	N
	SERVICE AGREEMENT FOR SL1000 APR25-APR26	zjardine					05/28/2025
	020-700-704-41100 MAINTENANCE - EQUIPMENT			643.00			
001							
0000018416	HACIENDA LANDSCAPING INC	04/25/2025	06/16/2025	86,602.95	86,602.95	Open	N
	CERNY PARK IMPROVEMENTS PROJ# H-7-2025	dherrera					04/30/2025
	001-700-702-41100 MAINTENANCE - EQUIPMENT			86,602.95			
2418K9327							
0000018479	HEALTH EXPRESS URGENT CARE LLC	04/01/2025	06/16/2025	90.00	90.00	Open	N
	POST OFFER PHYSICAL-LIAM WALKER	dherrera					04/30/2025
	001-350-351-45400 OTHER PROFESSIONAL SERVICES			90.00			
34968							
0000018404	HITCHCOCK DESIGN GROUP	04/30/2025	06/16/2025	522.50	522.50	Open	N
	CONSTRUCTION ENG SERVICES EVERTON MONUME	khocking					05/14/2025
	104-100-150-48735 CONSTRUCTION ENG SERVICES EVERTON MONUME			522.50			
35096							
0000018412	HITCHCOCK DESIGN GROUP	04/30/2025	06/16/2025	5,009.85	5,009.85	Open	N
	CONSTRUCTION PHASE SERVICES FOR CERNY PA	pkuchler					05/15/2025
	001-700-702-41100 MAINTENANCE - EQUIPMENT			5,009.85			
3490							
0000018408	HOLSTEIN'S GARAGE	04/30/2025	06/16/2025	270.00	270.00	Open	N
	STATE SAFETY INSPECTION	jclark					05/15/2025
	001-700-701-41110 MAINTENANCE - AUTOS			180.00			
	001-700-701-41110 MAINTENANCE - AUTOS			30.00			
	020-700-706-41110 MAINTENANCE - AUTOS			30.00			
	020-700-704-41110 MAINTENANCE - AUTOS			30.00			
9132							
0000018413	HYSAFE	05/14/2025	06/16/2025	4,467.75	4,467.75	Open	N
	FALL PROTECTION SYSTEM	jsimmons					05/15/2025
	001-700-701-41200 MAINTENANCE - STREETS			4,467.75			
126619							
0000018419	ILLINOIS DEPARTMENT OF TRANSPORTATI	05/01/2025	06/16/2025	20,252.05	20,252.05	Open	N
	CITY SHARE OF IDOT ROUTE 56 PROJECT - IG	pkuchler					05/19/2025
	002-700-710-49476 RT 56 PAINTING TRAFFIC SIGNALS			20,252.05			

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54950							
0000018535	M&B ENTERPRISES & VENTURES II	05/23/2025	06/16/2025	292.44	292.44	Open	N
	SEASONAL EMPLOYEE UNIFORMS	jsimmons					05/28/2025
	001-700-701-47300	UNIFORMS AND SAFETY BOOTS		134.16			
	001-700-701-47300	UNIFORMS AND SAFETY BOOTS		114.24			
	001-700-703-47300	UNIFORMS AND SAFETY BOOTS		44.04			
INV073182							
0000018465	METROPOLITAN INDUSTRIES	05/15/2025	06/16/2025	7,294.00	7,294.00	Open	N
	SOUTH WATER TANK SCADA UPGRADE AND CONFI	zjardine					05/22/2025
	020-700-704-41001	MAINTENANCE - WATER TOWERS		7,294.00			
248125A							
0000018407	MID AMERICAN WATER, INC.	05/09/2025	06/16/2025	316.00	316.00	Open	N
	CERNY PARK WATER FIGHT POLES	jsimmons					05/15/2025
	001-700-701-41100	MAINTENANCE - EQUIPMENT		316.00			
248234A							
0000018409	MID AMERICAN WATER, INC.	05/12/2025	06/16/2025	48.00	48.00	Open	N
	SEWER PIPE LUBE	jsimmons					05/15/2025
	001-700-701-41200	PIPE AND TUBING		48.00			
5403508148							
0000018536	MORTON SALT	05/16/2025	06/16/2025	3,486.60	3,486.60	Open	N
	BULK ROAD SALT 94,360 LB	jsimmons					05/28/2025
	013-700-709-41210	MAINTENANCE - STREETS/SALT		3,486.60			
2218							
0000018420	PLAY ILLINOIS LLC	05/19/2025	06/16/2025	201,171.00	201,171.00	Open	N
	NEW PLAYGROUND EQUIPMENT FOR CERNY PARK	pkuchler					05/19/2025
	001-700-702-41100	MAINTENANCE - EQUIPMENT		201,171.00			
051925							
0000018534	PULSE DESIGNS, INC.	05/23/2025	06/16/2025	1,605.00	1,605.00	Open	N
	MAINTENANCE - EQUIPMENT	jclark					05/28/2025
	001-700-702-41100	MAINTENANCE - EQUIPMENT		1,605.00			
20250503014666							
0000018555	RED WING SHOE CO	05/03/2025	06/16/2025	485.98	485.98	Open	N
	BOOTS FOR KEVIN MCGOVERN AND ALEX KLASEN	zjardine					05/28/2025
	020-700-704-47300	UNIFORMS		242.99			
	020-700-706-47300	UNIFORMS		242.99			

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6463							
0000018415	ROYAL OAKS TREE CARE	04/09/2025	06/16/2025	2,775.00	2,775.00	Open	N
	STUMP GRINDING	jsimmons					05/15/2025
	001-700-701-41315 MAINTENANCE - TREES			2,775.00			
SP121084559							
0000018410	RUSSO'S POWER EQUIPMENT INC.	05/13/2025	06/16/2025	40.98	40.98	Open	N
	GLOVES AND SAFETY GLASSES	jsimmons					05/15/2025
	001-700-701-47220 PERSONAL PROTECTIVE EQUIPMENT (PPE)			22.99			
	001-700-701-47220 PERSONAL PROTECTIVE EQUIPMENT (PPE)			17.99			
SP121084558							
0000018411	RUSSO'S POWER EQUIPMENT INC.	05/13/2025	06/16/2025	58.97	58.97	Open	N
	SHOVEL, HARD HAT ADAPTER	jsimmons					05/15/2025
	001-700-701-47220 PERSONAL PROTECTIVE EQUIPMENT (PPE)			23.98			
	001-700-701-47220 SMALL HAND TOOLS (POWERED & NON-POWERED)			34.99			
S602120							
0000018417	SEBERT LANDSCAPING	04/30/2025	06/16/2025	542.00	542.00	Open	N
	29W377 CANDLEWOOD LANE TURF REPAIR	zjardine					05/16/2025
	020-700-704-41400 MAINTENANCE - UTILITY SYSTEM			542.00			
293443							
0000018464	SEBERT LANDSCAPING	04/30/2025	06/16/2025	11,104.00	11,104.00	Open	N
	2025 LANDSCAPE MAINTENANCE CONTRACT WITH	pkuchler					05/21/2025
	001-700-701-41300 CONTRACTED LANDSCAPE MAINTENANCE			9,864.00			
	001-700-702-41300 CONTRACTED LANDSCAPE MAINTENANCE			600.00			
	020-700-704-41300 CONTRACTED LANDSCAPE MAINTENANCE			420.00			
	020-700-706-41300 CONTRACTED LANDSCAPE MAINTENANCE			220.00			
S601934							
0000018541	SEBERT LANDSCAPING	04/30/2025	06/16/2025	9,712.00	9,712.00	Open	N
	MAINBREAK RESTORATIONS	zjardine					05/28/2025
	020-700-704-41400 MAINTENANCE - UTILITY SYSTEM			9,712.00			
74304325693							
0000018477	STERICYCLE	04/30/2025	06/16/2025	1,007.57	1,007.57	Open	N
	PRESCRIPTION MEDICATION RECYCLING SERVIC	lschwarting					04/30/2025
	001-500-501-45400 PRESCRIPTION MEDS RECYCLING SRV 4/24/25			1,007.57			

INVOICE REGISTER FOR CITY OF WARRENVILLE

EXP CHECK RUN DATES 06/03/2025 - 06/03/2025
UNPOSTED
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Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
22336							
0000018421	THOMAS ENGINEERING GROUP	05/13/2025	06/16/2025	2,038.68	2,038.68	Open	N
	24-047 WARRENVILLE 2025 CDBG ROAD PROJEC	jclark					05/20/2025
	002-700-710-45300	ENGINEERING		2,038.68			
INV00706274							
0000018418	USA BLUE BOOK	05/09/2025	06/16/2025	2,397.01	2,397.01	Open	N
	MANHOLE SMOKE MACHINE FOR SMOKE TESTING	zjardine					05/16/2025
	020-700-706-41100	MAINTENANCE - EQUIPMENT		2,397.01			
INV00706769							
0000018462	USA BLUE BOOK	05/09/2025	06/16/2025	3,089.04	3,089.04	Open	N
	NEW POLYMER PUMP AND TUBING	zjardine					05/21/2025
	020-700-704-41400	MAINTENANCE - UTILITY SYSTEM		2,977.48			
	020-700-704-41400	MAINTENANCE - UTILITY SYSTEM		87.39			
	020-700-704-41400	MAINTENANCE - UTILITY SYSTEM		24.17			
236203							
0000018552	WALKER WILCOX MATOUSEK LLP	04/30/2025	06/16/2025	531.00	531.00	Open	N
	MACK RD BRIDGE AND PATH-303182.0	kdahlstrand					04/30/2025
	001-250-251-45102	MACK RD BRIDGE AND PATH-303182.0		531.00			
236204							
0000018553	WALKER WILCOX MATOUSEK LLP	04/30/2025	06/16/2025	206.50	206.50	Open	N
	WILLIAM A YACHTMAN, AS TRUSTEE-303182.2	kdahlstrand					04/30/2025
	001-250-251-45102	WILLIAM A YACHTMAN, AS TRUSTEE-303182.2		206.50			
38082							
0000018478	WATER RESOURCES, INC	05/02/2025	06/16/2025	17,297.80	17,297.80	Open	N
	YEARLY MAINT. /SUBSCRIPTION	zjardine					05/27/2025
	020-700-704-42700	MAINTENANCE - COMMUNICATIONS		525.00			
	020-700-704-42700	MAINTENANCE - COMMUNICATIONS		16,717.80			
	020-700-704-42700	MAINTENANCE - COMMUNICATIONS		55.00			

# of Invoices: 35	# Due: 35	Totals:	442,502.88	442,502.88
# of Credit Memos: 0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:			442,502.88	442,502.88

--- TOTALS BY FUND ---

001 GENERAL	360,550.12	360,550.12

Invoice Number / Inv Ref #	Vendor / Description / GL Distribution	Invoice Date / Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted / Post Date
	002 CAPITAL MAINTENANCE & REPLCMNT			22,885.63	22,885.63		
	013 MOTOR FUEL TAX			3,486.60	3,486.60		
	020 WATER/SEWER			48,314.03	48,314.03		
	104 TIF #4-SOUTHWEST/RT59 CORRIDOR			7,266.50	7,266.50		
--- TOTALS BY DEPT/ACTIVITY ---							
	100-150 TIF - EXPENSES			7,266.50	7,266.50		
	250-251 LEGAL			42,862.93	42,862.93		
	350-351 CENTRAL SERVICES			90.00	90.00		
	500-501 POLICE			1,007.57	1,007.57		
	600-601 COMMUNITY DEVELOPMENT			112.70	112.70		
	700-701 STREET			21,444.08	21,444.08		
	700-702 PARKS & RECREATION			294,988.80	294,988.80		
	700-703 BUILDINGS & GROUNDS			44.04	44.04		
	700-704 WATER - O & M			40,978.32	40,978.32		
	700-706 SEWER - O & M			7,335.71	7,335.71		
	700-709 MOTOR FUEL TAX FUND - EXPEN			3,486.60	3,486.60		
	700-710 CAP. & MAINT. & REPLACE FUN			22,885.63	22,885.63		

WIRE TRANSFER REPORT
FOR
May-2025

WIRE DATE	WIRE FROM FINANCIAL INSTITUTION	FROM FUND	ACCOUNT NAME	WIRE AMOUNT	WIRE RECIPIENT FINANCIAL INSTITUTION	RECIPIENT FUND (IF CITY FUND)	RECIPIENT ACCOUNT NAME (IF CITY FUND)	REASON FOR TRANSFER
05/05/2025	Illinois Funds	General	General Corporate	$ 250,000.00	Chase	General	Concentration	For Cash Flow
05/06/2025	Chase	General	Concentration	$ 283,748.62	Fifth Third Bank	General	Disbursements Clearing	AP FOR 05/06/2025
05/08/2025	Illinois Funds	General	General Corporate	$ 350,000.00	Chase	General	Concentration	For Cash Flow
05/09/2025	Chase	General	Concentration	$ 14,577.10	BMO/Harris	Police Pension	Warrenville Police Pension Fund	Employee Police Pension Contributions Withheld For Pay Date 05/09/2025
05/15/2025	Chase	General	Concentration	$ 44,940.84	Fifth Third Bank	General	Disbursements Clearing	AP FOR 05/08/2025 & 05/14/25
05/22/2025	Fifth Third	Water & Sewer	Water & Waste	$ 321,232.08	Fifth Third Bank	General	Disbursements Clearing	Cash Flow & Partial Interfund Repay
05/23/2025	Chase	General	Concentration	$ 13,930.32	BMO/Harris	Police Pension	Warrenville Police Pension Fund	Employee Police Pension Contributions Withheld For Pay Date 05/23/2025
05/27/2025	Chase	General	Concentration	$ 900,000.00	Fifth Third Bank	General	City Investment Account	Transfer Excess Cash to Investment Account
05/29/2025	Chase	General	Concentration	$ 31,211.31	Fifth Third Bank	General	Disbursements Clearing	AP FOR 05/28/2025

TOTAL TRANSFERS	$ 2,209,640.27

RESOLUTION NO. R2025-37

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH ORBIS SOLUTIONS, INC. REGARDING SURVEILLANCE UPGRADES TO THE POLICE DEPARTMENT AND WARRENVILLE HISTORICAL SOCIETY

WHEREAS, on November 20, 2023, the City Council adopted Resolution No. R2023-65, which authorized the City to enter into a professional services agreement (***"Agreement"***) with Orbis Solutions, Inc. (***"Consultant"***) for the provision of certain information technology services (***"Services"***); and

WHEREAS, on June 3, 2024, the City Council adopted Resolution No. R2024-34, approving an amendment to the Agreement to include certain audio-visual equipment upgrades in the City Council Chambers and AV Room within the scope of the Services (***"First Amendment"***); and

WHEREAS, the City has identified the need to update and replace certain surveillance equipment at the Police Department and the Warrenville Historical Society (***"Surveillance Upgrades"***) and obtain maintenance and support for the Surveillance Upgrades (***"Maintenance Services"***); and

WHEREAS, the Surveillance Upgrades will use the same software the City currently uses for its door security system (***"Keyless Entry System"***); and

WHEREAS, the City and the Consultant have a positive existing relationship, the Consultant having satisfactorily provided the Services and the Keyless Entry System to the City; and

WHEREAS, the City and the Consultant desire to further amend the Agreement to add the Surveillance Upgrades to the scope of the Services at an additional one-time cost of $65,082.37 and the Maintenance Services to the scope of the Services at an additional cost of $9,000 per year (***"Second Amendment"***); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Second Amendment to the Agreement

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Second Amendment. The Second Amendment to the Agreement with the Consultant hereby approved in the form attached to this Resolution as ***Exhibit A***.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the Second Amendment to the Agreement

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner required by law.

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTE: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

SECOND AMENDMENT

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

THIS SECOND AMENDMENT (***"Second Amendment"***) is made and entered into as of the ___ day of _____, 2025, by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation, (***"City"***) and the **ORBIS SOLUTIONS, INC.**, an Illinois corporation (***"Consultant"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Second Amendment, and pursuant to the City's home rule powers, the parties agree as follows:

SECTION 1. RECITALS.[1]

A. The City and the Consultant have previously entered into that certain agreement, titled "Professional Services Agreement for Information Technology Professional Services," dated December 4, 2023, for the performance certain information technology services (***"Agreement"***).

B. On June 3, 2024, the City and Consultant entered into that certain First Amendment to the Agreement to include additional work within the scope of Services (***"First Amendment"***).

C. The parties have agreed to further amend the Agreement in order to include additional work regarding the purchase and installation surveillance systems at the Police Department and the Warrenville Historical Society (***"Surveillance Upgrades"***) and maintenance services for the Surveillance Upgrades (***"Maintenance Services"***) within the scope of the Services.

SECTION 2. AMENDMENTS.

A. Amendment to the Section 1.A. Section 1.A of the Agreement provides that the Consultant will perform the Services set forth in the Statement of Work attached to the Agreement as Exhibit A. Section 1.A of the Agreement is hereby amended to include within the Services the additional work for the Surveillance Upgrades set forth on the proposal attached to this Second Amendment as **Attachment 1** and the additional work for the Maintenance Services as **Attachment 2** (collectively, the ***"Additional Statements of Work"***).

B. Amendment to Section 2.A. The Compensation is hereby amended to include the amounts set forth on the Additional Statements of Work.

SECTION 3. INTERPRETATION; RELATIONSHIP TO THE AGREEMENT.

A. Definitions. Unless specifically provided otherwise in this Second Amendment, the words and phrases used in this Second Amendment shall have the meanings ascribed to them in the Agreement.

B. Conflicts. This Second Amendment is intended to modify and amend the Agreement. Therefore, to the extent that the terms and provisions of this Second Amendment conflict with or are inconsistent with the Agreement or the First Amendment, the terms and provisions of this Second Amendment shall control.

C. Survival of Agreement Terms. Except as specifically modified in this Second Amendment, all terms, conditions, and provisions of the Agreement, as amended by the First Amendment, shall remain in full force and effect; provided, however, that any other provision of the Agreement shall be deemed to be modified as necessary to give practical effect to the provisions of this Second Amendment.

D. Validity of Agreement and Second Amendment. The parties acknowledge and assert that the Agreement and this Second Amendment are valid and enforceable, and the parties hereby waive any current or future claims against the validity and enforceability of the Agreement and Second Amendment.

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment pursuant to all requisite authorizations as of the date first above written.

ATTEST:	**CITY OF WARRENVILLE**, an Illinois home rule municipal corporation
By:_____	By:_____
Its:_____	Its:_____
ATTEST:	**ORBIS SOLUTIONS, INC.**, an Illinois corporation
By:_____	By:_____
Its:_____	Its:_____

ATTACHMENT 1

STATEMENT OF WORK FOR SURVEILLANCE UPGRADES

Orbis
SOLUTIONS

Proposal To:

City Of Warrenville

For:

Museum Surveillance - Axis (Intergraded to PD) Exterior - Final

May 28, 2025

Orbis SOLUTIONS

EXTERIOR

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	2	Orbis CAT6ECMR Single run of CAT 6E CMR terminated at both ends and tested.	$160.00	$320.00	$0.00	$0.00	$320.00
	2	Axis Communications 02920-001 AXIS M3128-LVE is a compact, turret style outdoor-ready dome camera. IP66 and IK08 impact-resistant design with built-in IR illumination. Fixed lens, 110° horizontal field of view. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; 8MP at up to 15 fps with WDR. Zipstream for reduced bandwidth and storage. Includes a Deep Learning Processing Unit (DPLU) for advanced AI-based analytics. Axis Object Analytics, video motion detection and active tampering alarm. Audio and I/O with compatible Axis portcast accessories. MicroSD memory card slot for local video storage. AXIS Edge Vault with FIPS 140-3 level 3 for increased cyber security. White color.	$599.00	$1,198.00	$240.00	$480.00	$1,678.00

SURVEILLANCE SYSTEM TOTAL	$1,998.00
EXTERIOR TOTAL	**$1,998.00**

Orbis SOLUTIONS

SERVER ROOM

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	Fortinet FG-60F-BDL-841-12 FortiGate-60F Hardware plus 1 Year ASE FortiCare and FortiGuard 360 Protection	$1,200.00	$1,200.00	$240.00	$240.00	$1,440.00
	1	Fortinet FS-108F-POE Fanless L2+ management switch with 8xGE + 2xSFP + 1xRJ45 console and automatic limited 65W POE	$402.00	$402.00	$120.00	$120.00	$522.00

SURVEILLANCE SYSTEM TOTAL	$1,962.00
SERVER ROOM TOTAL	**$1,962.00**

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
60% upon signed contract, 40% on project completion

EQUIPMENT TOTAL	$3,120.00
SHIPPING TOTAL	$0.00
LABOR TOTAL	$840.00
SUBTOTAL	$3,960.00
TOTAL SALES TAX	$0.00
PROJECT TOTAL	$3,960.00

TERMS

I accept this proposal and hereby authorize Orbis Solutions Inc to proceed with the delivery of the included systems at the facilities of City Of Warrenville at Warrenville, IL 61068 as described in the totality of this document. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until City Of Warrenville and Orbis Solutions Inc agree to such additional or alternate understandings in writing. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City Of Warrenville and Orbis Solutions Inc. This proposal is valid only if accepted in writing by City Of Warrenville.

ACCEPTANCE

CITY OF WARRENVILLE

SIGNED _____ DATE _____

PRINT NAME _____ TITLE _____

ORBIS SOLUTIONS INC

SIGNED _____ DATE _____

PRINT NAME _____ TITLE _____

Orbis
SOLUTIONS

Proposal To:

City Of Warrenville

For:

PD Surveillance - Final

May 28, 2025

Orbis SOLUTIONS

EXTERIOR

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	4	Axis Communications Q3538-LVE Advanced dome with deep learning and 4K	$1,399.00	$5,596.00	$240.00	$960.00	$6,556.00
	3	Axis Communications 02635-001 AXIS P3738-PLE Panoramic Camera offers 4x4K (4x8 MP) sensors and is perfect for 360° and 270° surveillance. You'll be able to count on both high-quality overviews and detailed coverage thanks to the brilliant design of this cost-effective solution. With 360° IR illumination, the product provides excellent image quality around the clock, even in challenging lighting. With ARTPEC-8 and its deep learning processing unit, the product supports analytics and metadata on all sensors.	$1,899.00	$5,697.00	$240.00	$720.00	$6,417.00
	3	Axis Communications AXIS T91B51 CEILING MOUNT The indoor/outdoor ceiling mount is ideal for low ceiling installations such as parking houses, with swivel action to prevent breaking if hit. Can be mounted in a sloped ceilings/soffits to compensate angles up to 45 degrees. Available accessory extension pipes (Not included) of 30 cm (12") or 1 meter (39") to enable correct camera height for the specific environment. Compatible with all Axis pendant kits featuring a 1,5" NPS thread and the AXIS T91A05 Camera holder for fixed cameras.	$119.00	$357.00	$0.00	$0.00	$357.00
	3	Axis Communications T94N01D AXIS Indoor/Outdoor Pendant Kit	$110.79	$332.37	$0.00	$0.00	$332.37
AXIS COMMUNICATIONS	3	Axis Communications ACS CORE DEVICE E-LICENSE One (1) AXIS Camera Station version 5.0 Core Device license. Applicable for AXIS devices. A total of 32 Core Device licenses may be registered on a system. AXIS Camera Station is a monitoring and recording system mid-size installations optimized to take full advantage of Axis leading network cameras and video encoders. It combines easy setup with an intuitive user interface for efficient operation, quick investigation and high definition identification. Delivered as eLicense key. Note: eLicenses are non-cancellable, non-changeable and non-returnable.	$79.00	$237.00	$0.00	$0.00	$237.00

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	7	Orbis CAT6ECMR Single run of CAT 6E CMR terminated at both ends and tested.	$160.00	$1,120.00	$0.00	$0.00	$1,120.00

SURVEILLANCE SYSTEM TOTAL	$15,019.37
EXTERIOR TOTAL	**$15,019.37**

Orbis SOLUTIONS

MAIN LEVEL

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	2	Orbis CAT6ECMR Single run of CAT 6E CMR terminated at both ends and tested.	$160.00	$320.00	$0.00	$0.00	$320.00
	6	Axis Communications 02832-001 AXIS M3086-V is an ultra-compact, indoor fixed mini dome with with advanced video and audio analytics. Built-in microphone for audio analytics and streaming. Dust - and IK08 vandal-resistant casing, fixed lens, horizontal/vertical field of view 130°/93°. D/N functionality with automatically removable IR-cut filter. Lightfinder. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4MP at 30 fps with WDR. Zipstream for reduced bandwidth and storage. MicroSD memory card slot for local storage. Two-way audio and I/O with optional accessories. Axis Object Analytics, Axis Audio Analytics, video motion detection and active tampering alarm. Axis Edge Vault for increased cybersecurity Powered by IEEE 802.3af/802.3at Type 1 Class 2.	$379.00	$2,274.00	$240.00	$1,440.00	$3,714.00

SURVEILLANCE SYSTEM TOTAL	$4,034.00
MAIN LEVEL TOTAL	**$4,034.00**

Orbis SOLUTIONS

LOWER LEVEL

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	5	Axis Communications 02832-001 AXIS M3086-V is an ultra-compact, indoor fixed mini dome with with advanced video and audio analytics. Built-in microphone for audio analytics and streaming. Dust - and IK08 vandal-resistant casing, fixed lens, horizontal/vertical field of view 130°/93°. D/N functionality with automatically removable IR-cut filter. Lightfinder. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4MP at 30 fps with WDR. Zipstream for reduced bandwidth and storage. MicroSD memory card slot for local storage. Two-way audio and I/O with optional accessories. Axis Object Analytics, Axis Audio Analytics, video motion detection and active tampering alarm. Axis Edge Vault for increased cybersecurity Powered by IEEE 802.3af/802.3at Type 1 Class 2.	$379.00	$1,895.00	$240.00	$1,200.00	$3,095.00
	5	Axis Communications 01767-001 Robust stainless steel corner-mount camera replacing AXIS Q8414 (Trinity). Key fetaures: • Anti-ligature, stainless steel, IK10+, IP66, • 4MP, >90° VFoV, >120° HFoV, • 940nm LEDs for invisible IR • H.264 + H.265 with Zipstream, • Built-in michrophone, • I/O and optional line-in/out, • Option to further prevent screw-tampering	$1,239.00	$6,195.00	$240.00	$1,200.00	$7,395.00
	10	Orbis CAT6ECMR Single run of CAT 6E CMR terminated at both ends and tested.	$160.00	$1,600.00	$0.00	$0.00	$1,600.00

SURVEILLANCE SYSTEM TOTAL	$12,090.00
LOWER LEVEL TOTAL	**$12,090.00**

Orbis SOLUTIONS

SERVER ROOM

SURVEILLANCE SYSTEM

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	LABOR	LABOR EXT	TOTAL
	1	Fortinet FS-148F-FPOE FortiSwitch-148F-FPOE is a performance/price competitive L2+ management switch with 48x GE port + 4x SFP+ port + 1x RJ45 console. Port 1- 48 are POE ports with automatic Max 740W POE output limit (48 port 802.3af or 24 port 802.3at)	$1,640.00	$1,640.00	$360.00	$360.00	$2,000.00
	1	Axis Communications 02543-001 AXIS Camera Station S1296 Rack 192 TB is an out-of-the-box ready recording server validated for reliable ultra high-definition recording. For quick and easy installation, AXIS S1296 Rack 192 TB is preconfigured and preloaded with AXIS Camera Station video management software including licenses for 96 devices plus all necessary software. The AXIS Recorder Toolbox and its installation wizard will ensure every customer installation is quick and trouble-free. The system configuration can easily be imported from AXIS Site Designer, and AXIS Camera Station lets users take full advantage of Axis wide range of video surveillance devices. With redundant enterprise-grade hard drives and power supplies, operating system stored on solid-state drive (SSD) and built-in operating system recovery, AXIS S1296 Rack 192 TB provides high-performance and reliability for your system. Furthermore, the FIPS 140-2 compliant TPM guarantees a high security level by encryption of the data at rest. Includes 5-year limited hardware warranty, on-site hardware replacement and keep your hard drive services.	$27,499.00	$27,499.00	$480.00	$480.00	$27,979.00

SURVEILLANCE SYSTEM TOTAL	$29,979.00
SERVER ROOM TOTAL	**$29,979.00**

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
To be determined

EQUIPMENT TOTAL	$54,762.37
SHIPPING TOTAL	$0.00
LABOR TOTAL	$6,360.00
SUBTOTAL	$61,122.37
TOTAL SALES TAX	$0.00
PROJECT TOTAL	$61,122.37

TERMS

I accept this proposal and hereby authorize Orbis Solutions Inc to proceed with the delivery of the included systems at the facilities of City Of Warrenville at Warrenville, IL 61068 as described in the totality of this document. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until City Of Warrenville and Orbis Solutions Inc agree to such additional or alternate understandings in writing. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City Of Warrenville and Orbis Solutions Inc. This proposal is valid only if accepted in writing by City Of Warrenville.

ACCEPTANCE

CITY OF WARRENVILLE

SIGNED _____ DATE _____

PRINT NAME _____ TITLE _____

ORBIS SOLUTIONS INC

SIGNED _____ DATE _____

PRINT NAME _____ TITLE _____

ATTACHMENT 2

STATEMENT OF WORK FOR MAINTENANCE SERVICES

SCOPE OF SERVICES

Annual Surveillance System Maintenance

This Proposal is made for:

Client: City of Warrenville

Service Provider: Orbis Solutions Inc.

Effective Date: [Insert Date]

Term: One (1) year from Effective Date

Renewal: auto-renewal for additional One (1) year terms unless terminated in accordance with Section 6 of this Scope of Services.

Annual Fee: $9,000.00

1. Covered Locations and Systems

This Proposal covers surveillance systems installed and operated at the following City of Warrenville facilities:

- Warrenville Police Department
  Address: 3S245 Warren Ave, Warrenville, IL 60555
  (Project #6735 – PD Surveillance System)

- Warrenville Historical Museum and Art Gallery
  Address: 3S530 2nd St, Warrenville, IL 60555
  (Project #6899 – Museum Exterior Surveillance System)

2. Scope of Services

Orbis Solutions Inc. will provide the following ongoing maintenance and support services:

2.1 Monitoring

- Remote monitoring of camera, switch, and server system health
- Regular system status checks
- Notification of service interruptions or abnormal conditions

2.2 Software and Firmware Maintenance

• Routine software updates for Axis Camera Station and Fortinet equipment
• Firmware updates for Axis cameras, Fortinet switches, and firewalls
• Configuration backup and restoration support

2.3 Troubleshooting and Issue Resolution

• Diagnosis and remediation of system problems not involving hardware replacement
• Reconfiguration and adjustments to system settings as needed
• Support via remote and on-site service (as determined by Orbis)

2.4 Warranty Coordination

• Management of warranty claims for defective hardware under manufacturer coverage
• Handling of return authorizations (RMA), packaging, and shipment coordination

2.5 Equipment Swap Services

• On-site removal and replacement of failed or malfunctioning hardware
• Installation, programming, and testing of replacement units (supplied by client or warranty return)

3. Exclusions

This Proposal does not include:

• Cost of new or replacement hardware
• Labor related to hardware upgrades or system expansions
• Damage resulting from vandalism, abuse, acts of nature, or unauthorized modification
• Work involving third-party networking infrastructure unrelated to the surveillance system
• Additional locations not listed in Section 1

4. Support Availability

Support under this Agreement is available during standard business hours:
Monday – Friday, 8:00 AM to 5:00 PM CST
After-hours support is available upon request and will be billed separately.

5. Payment Terms

• Annual Fee: $9,000.00
• Invoiced annually upon execution of this Agreement
• Payment is due within 60days of invoice

6. Termination

Either party may terminate this Scope of Services with thirty (30) days' written notice. If terminated early by either party, the annual fee will be prorated based on the number of

months of service provided and Orbis will refund the portion of the annual feel attributable to the unused months of the service.

7. Acceptance and Signature

By signing below, both parties acknowledge and accept the terms of this Proposal:

City of Warrenville	Orbis Solutions Inc.
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date: