

ORDINANCE NO. 15 - 30

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF A TRADE CONTRACT TERMINATION AGREEMENT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND RAYNOR DOORS OF WILL COUNTY, INC. FOR THE FURNISHING OF OVERHEAD DOORS (BID PACKAGE 08B) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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WHEREAS, the City of Oakbrook Terrace (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City and Raynor Doors of Will County, Inc., an Illinois corporation ("Raynor") entered into a Contract between the City of Oakbrook Terrace, Illinois, and Raynor Doors of Will County, Inc. for the furnishing of Overhead Doors (Bid Package 08B) for the New Police Facility and Renovation of City Hall (hereinafter referred to as the "Trade Contract") for the City's new police facility and renovation of city hall (hereinafter referred to as the "Project");

WHEREAS, Raynor has advised the City that it is unable to fulfil its obligations under the Trade Contract; and

WHEREAS, the City and Raynor desire to terminate the Trade Contract prior to the commencement of furnishing of the overhead doors for the Project;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

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

**Section 2.** The City Council hereby determines that it is advisable, necessary and in the public interest that the City enter into a Trade Contract Termination Agreement with Raynor to terminate the Trade Contract with Raynor for the furnishing of overhead doors (Bid Package 08B) for the Project.

**Section 3:** The Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest a Trade Contract Termination Agreement with Raynor to terminate the Trade Contract with Raynor for the furnishing of overhead doors (Bid Package 08B) for the Project substantially in the form attached hereto as Exhibit "A" with such terms therein, consistent with this ordinance as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Agreement by the Mayor and the Corporation Counsel.

**Section 4:** This ordinance shall be in full force and effect upon its passage and approval and publication in accordance with law.

ADOPTED this 24<sup>th</sup> day of March 2015, pursuant to a roll call vote as follows:

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

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

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

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 24<sup>th</sup> day of March 2015.

\_\_\_\_\_  
Tony Ragucci, Mayor of the City of  
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,  
this 24<sup>th</sup> day of March 2015.

\_\_\_\_\_  
Dennis Greco, Clerk of the City of  
Oakbrook Terrace, DuPage County, Illinois

**Exhibit "A"**

**TRADE CONTRACT TERMINATION AGREEMENT BETWEEN THE CITY OF  
OAKBROOK TERRACE, ILLINOIS, AND RAYNOR DOORS OF WILL COUNTY, INC.  
FOR THE FURNISHING OF OVERHEAD DOORS (BID PACKAGE 08B) FOR THE  
NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

## TRADE CONTRACT TERMINATION AGREEMENT

This Trade Contract Termination Agreement (hereinafter referred to as the “Agreement”) is made and entered into this 24<sup>th</sup> day of March 2015, by and between the City of Oakbrook Terrace, an Illinois municipal corporation (hereinafter referred to as the “City”), and Raynor Doors of Will County, Inc., an Illinois corporation (hereinafter referred to as “Raynor”).

WHEREAS, the City and Raynor entered into a Contract between the City of Oakbrook Terrace, Illinois, and Raynor Doors of Will County, Inc. for the furnishing of Overhead Doors (Bid Package 08B) for the New Police Facility and Renovation of City Hall (hereinafter referred to as the “Trade Contract”) for the City’s new police facility and renovation of city hall (hereinafter referred to as the “Project”);

WHEREAS, Raynor has advised the City that it is unable to fulfil its obligations under the Trade Contract; and

WHEREAS, the City and Raynor desire to terminate the Trade Contract prior to the commencement of furnishing of the overhead doors for the Project;

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

1. **Recitals.** The foregoing recitals are hereby incorporated in their entirety and re-stated as if fully set forth.

2. **Termination of Trade Contract.** Subject to the terms and conditions of this Agreement, the City and Raynor hereby terminate, release, cancel and declare the Trade Contract of no further force and effect, in consideration for the mutual release of any obligations therein or rights created thereby.

3. **Release and Covenant Not to Sue by Raynor.**

A. **Release.** In consideration of the promises made by the City in this Agreement, Raynor does hereby release, acquit and forever discharge the City, its agents, employees, representatives, officers, trustees, successors and assigns (the “Released Parties”) from any and all actions or causes of action, including, but not limited to, tort claims, contract claims and statutory claims, mechanics’ lien claims and all grievances, exemplary and punitive damages, expenses, fees, attorneys’ fees or costs, the payment of any and all debts, obligations, interest, and any and all liabilities whatsoever regarding the Trade Contract and the Project whether presently or hereafter asserted or which could have been asserted. Notwithstanding the foregoing, Raynor does not release the City from its obligations under or a breach of this Agreement.

B. **Covenant Not to Sue.** Further subject to Section 3(A) above and in consideration of the promises made by the City in this Agreement, Raynor shall never institute or solicit any suit, charge, complaint, or action, at law or in equity, in any court of the United States or any state thereof, or in any administrative agency of either the United States or any state, county or municipality thereof, or before any other tribunal, public or private, against the Released Parties regarding the Trade Contract or the Project. Notwithstanding the foregoing, Raynor does not covenant not to sue the City for any of its obligations under or a breach of this Agreement. This provision is in no way to be considered a restriction on Raynor's lawyer's right to practice in violation of Rule 5.6(b) of the Illinois Supreme Court Rules of Professional Conduct.

4. **Release and Covenant Not to Sue by the City.**

A. **Release.** In consideration of the promises made by Raynor in this Agreement, the City does hereby release, acquit and forever discharge Raynor, its agents, employees, representatives, officers, trustees, successors and assigns (the "Released Parties") from any and all actions or causes of action, including, but not limited to, tort claims, contract claims and statutory claims, mechanics' lien claims and all grievances, exemplary and punitive damages, expenses, fees, attorneys' fees or costs, the payment of any and all debts, obligations, interest, and any and all liabilities whatsoever regarding the Trade Contract and the Project whether presently or hereafter asserted or which could have been asserted. Notwithstanding the foregoing, the City does not release Raynor from its obligations under or a breach of this Agreement.

B. **Covenant Not to Sue.** Further subject to Section 4(A) above and in consideration of the promises made by Raynor in this Agreement, the City shall never institute or solicit any suit, charge, complaint, or action, at law or in equity, in any court of the United States or any state thereof, or in any administrative agency of either the United States or any state, county or municipality thereof, or before any other tribunal, public or private, against the Released Parties regarding the Trade Contract or the Project. Notwithstanding the foregoing, the City does not covenant not to sue Raynor for any of its obligations under or a breach of this Agreement. This provision is in no way to be considered a restriction on the City's lawyer's right to practice in violation of Rule 5.6(b) of the Illinois Supreme Court Rules of Professional Conduct.

5. **Authority.** The City and Raynor each hereby represents and warrants that it has the power and authority to enter into this Agreement.

6. **Fees and Costs.** Each party shall pay all of its own costs and expenses, including any and all attorneys' fees incurred there being no damages or compensation due to either party as a result of this termination.

7. **Interpretation.** This Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be interpreted, enforced, and governed by the laws of the State of Illinois.

8. **Complete Agreement.** This Agreement constitutes the complete understanding between the City and Raynor. No other promises or agreements, either expressed or implied, shall be binding unless signed in writing by all parties to this Agreement.

10. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be considered one and the same agreement, deemed an original and attached to form the entire Agreement.

11. **Amendments.** This Agreement shall inure to the benefit of and may be enforced by or against the parties to this Agreement. This Termination Agreement may not be amended, in whole or in part, except in writing signed by the City and Raynor.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

City of Oakbrook Terrace, Illinois

Raynor Doors of Will County, Inc.

By: \_\_\_\_\_  
Tony Ragucci, Mayor

By: \_\_\_\_\_  
Michael L. Ceranski, President

Attest:

Attest:

By: \_\_\_\_\_  
Dennis Greco, City Clerk

By: \_\_\_\_\_  
Michael L. Ceranski, Secretary

RAYNOR DOORS OF WILL COUNTY INC

OVERHEAD DOORS & DOOR OPENERS

ROLLING SERVICE DOORS

521 Oak Leaf Ct.

Joliet, IL 60436

(815) 725-3300 Fax (815) 725-4119

March 20, 2015

Harbour Contractors

Attn: Dan Skiera

Job: Oakbrook Terrace Police and City Hall

Dan,

I wanted to make you aware that on March 31, 2015 I will be closing my company, Raynor Doors of Will County, Inc. after 45 years in business. I realize that this will cause your customer, Oakbrook Terrace and your company, additional paperwork for which I apologize. American Door and Dock will be purchasing assets of my company and hopefully they will be able to do your project. They have indicated they will honor the contract amount and will provide the same materials. They are a Raynor and Cookson dealer just like us, so the submittal phase does not need to be revised. Please let me know of anything I can do to help with this transition.

150227-2

Respectfully submitted,

Mike Ceranski

**ORDINANCE NO. 15-**

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND AMERICAN DOOR AND DOCK. FOR THE FURNISHING OF OVERHEAD DOORS (BID PACKAGE 08B) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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**WHEREAS**, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

**WHEREAS**, in the opinion of two-thirds (2/3) of the corporate authorities elected and holding office in the City savings in costs or efficiencies in construction may be realized by a waiver of competitive bidding for the trade contracts for the furnishing of overhead doors (Bid Package 08B) for the New Police Facility and Renovation of City Hall (hereinafter referred to as the “Project”); and, therefore, it is advisable, necessary and in the best interest that the City waive the requirement of advertising for competitive bids for the furnishing of overhead doors (Bid Package 08B) for the Project and determines that the requirements to be met and the means and methods to be used in procuring such overhead doors shall be by the submission of a satisfactory proposal in response to a request for proposals;

**WHEREAS**, the City solicited proposals for the furnishing of overhead doors (Bid Package 08B) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

**WHEREAS**, American Door And Dock.,has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with American Door And Dock. for the furnishing of overhead doors (Bid Package 08B) for the Project and that the City enter into Trade Contracts between the City and American Door And Dock. for the furnishing of overhead doors (Bid Package 08B) for the New Police Facility and Renovation of City Hall (the “Trade Contracts”), copies of which Trade Contracts are attached hereto as Exhibit “B”, and made a part hereof;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

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

**Section 2.** The City Council hereby determines that in the opinion of two-thirds (2/3) of the members of the corporate authorities holding office, it is advisable, necessary and in the public interest that the City waive the requirement of advertising for competitive bids for the furnishing of

overhead doors (Bid Package 08B) for the Project and determines that the requirements to be met and the means and methods to be used in procuring such services shall be by the submission of a satisfactory proposal in response to a request for proposals; therefore, it is advisable, necessary and in the public interest that the City enter into Trade Contracts with American Door And Dock. for the furnishing of overhead doors (Bid Package 08B) for the Project.

**Section 3:** The Mayor is hereby authorized to execute and the City Clerk to attest and seal the Notices of Award substantially in the form attached hereto as Exhibits “A” and made a part hereof. Further, the Notice of Award shall be issued to American Door And Dock. for the furnishing of overhead doors (Bid Package 08B) for the Project subject to the furnishing of the proper bonds and insurance. The Notices of Award shall be accompanied by a sufficient number of the Trade Contracts and with all other necessary written contract documents attached or otherwise made available for overhead doors by American Door And Dock.

**Section 4.** Provided further that American Door And Dock. returns the Trade Contract to the City within ten (10) days of the receipt of the Trade Contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and insurance, then the Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest on behalf of the City the Trade Contract for the furnishing of overhead doors (Bid Package 08B) for the Project substantially in the form attached hereto as Exhibit “B”, and with such terms therein, consistent with this ordinance as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Agreement by the Mayor and the Corporation Counsel.

**Section 5:** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Agreement or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid by American Door And Dock. and its subcontractors for each craft or type of worker needed to execute the Trade Contracts or to perform such work.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Section 6:** This ordinance shall be in full force and effect upon its passage and approval by a vote of two-thirds (2/3) of the members of the corporate authorities holding office and publication in accordance with law.

ADOPTED this 14<sup>th</sup> Of April 2015.

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

APPROVED by me this 14<sup>th</sup> day of April 2015.

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Tony Ragucci, Mayor of the City of  
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,  
this 14<sup>th</sup> day of April 2015.

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Dennis Greco, Clerk of the City of  
Oakbrook Terrace, DuPage County, Illinois

**Exhibit "A"**  
**CITY OF OAKBROOK TERRACE, ILLINOIS,**  
**NOTICE OF AWARD – TRADE CONTRACT – OVERHEAD DOORS (BID PACKAGE 08B)**

TO: American Door And Dock.  
2125 Hammond Drive  
Schaumburg, Illinois 60173

PROJECT DESCRIPTION: City of Oakbrook Terrace, Illinois (the "City") New Police Facility and Renovation of City Hall

YOU ARE HEREBY NOTIFIED that American Door And Dock has been awarded a Contract in the amount of Forty Five Thousand and Five Hundred and Seventy Four and No/100 Dollars (\$45,574.00), subject to the furnishing of the proper bonds and insurance for the furnishing of (Bid Package 08B) Overhead doors for the New Police Facility and Renovation of City Hall Project.

You are requested to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this notice.

If you fail to furnish to execute the Contract and to furnish the required bonds and insurance within ten (10) calendar days from the issuance of this notice, the City will be entitled to consider all your rights arising out of the City's award of the Contract as abandoned.

You are required to return an acknowledged copy of this Notice of Award to the City of Oakbrook Terrace, Illinois.

Dated this \_\_\_\_ day of April 2015.

CITY OF OAKBROOK TERRACE, ILLINOIS

By: \_\_\_\_\_  
Tony Ragucci, Mayor of the City of  
Oakbrook Terrace, DuPage County, Illinois

ATTEST:

\_\_\_\_\_  
Dennis Greco, Clerk of the City of  
Oakbrook Terrace, DuPage County, Illinois

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by American Door And Dock this \_\_\_\_ day of April 2015

American Door And Dock.

\_\_\_\_\_  
By: Larry Hooker, President

**Exhibit "B"**

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND AMERICAN DOOR AND DOCK. FOR OVERHEAD DOORS (BID PACKAGE 08B) FOR  
THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**AMERICAN DOOR AND DOCK.**  
**for the furnishing of**  
**OVERHEAD DOORS (Bid Package 08B)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**AMERICAN DOOR AND DOCK.**  
**for the furnishing of**  
**OVERHEAD DOORS (Bid Package 08B)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**AMERICAN DOOR AND DOCK.**  
**for the furnishing of**  
**OVERHEAD DOORS (Bid Package 08B)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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This agreement, hereinafter referred to as the "Contract," made and entered into by and between the City of Oakbrook Terrace, Illinois, an Illinois municipal corporation, hereinafter referred to as the "City," and AMERICAN DOOR AND DOCK., 2125 Hammond Drive, Schaumburg Illinois 60173 hereinafter referred to as the "Trade Contractor," for the furnishing of OVERHEAD DOORS (Bid Package 08B) for the New Police Facility and Renovation of City Hall, hereinafter referred to as the "Project," in Oakbrook Terrace, Illinois.

In consideration of the payments to be made by the City and of the mutual covenants herein set forth, the City and the Contractor agree as follows:

**ARTICLE 1. PERFORMANCE OF CONTRACT.**

The Contractor at its own proper cost and expense shall perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Drawings, Proposal, Scope of Work, Contractor's Certification, Baseline Project Schedule, Phasing Plan and Contract Bond which are essential documents of and made a part of this Contract.

**ARTICLE 2. CONTRACT SUM AND PAYMENT**

The City shall pay the Contractor for the performance of the work, at the prices set forth in the Contractor's Proposal.

**Base Bid Amount:**

Police Facility	\$ 34,156.00
City Hall Renovation	<u>\$ 11,418.00</u>
Total	\$ 45,574.00

If one or more of the prices set forth in the Contractor's Proposal are unit prices, the quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Proposal. The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

### ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Construction Manager gives the Contractor written notice to proceed, or in the absence of a notice to proceed, ten (10) calendar days following the delivery of the executed Contract, the required Contract Bond and certificates of insurance to the City. The Contractor shall begin its individual work activities under this Contract on the date specified in the Project Schedule. The Contractor shall complete its individual work activities under this Contract within the durations specified in the Project Schedule. The sequence of activities and duration of critical path activities will be adjusted by the Construction Manager as necessary to maintain the specified overall Substantial Completion dates for the projects. The Project Schedule will be updated and distributed to the Contractor not less frequently than once each month. If the performance of all or any portion of the Contractor's work is delayed for an unreasonable period of time by the Construction Manager's adjustment of the sequence of activities and duration of critical path activities as set forth in the Project Schedule and the Contractor believes that additional compensation and/or Contract Time is due as a result of such delay, the Contractor shall submit to the City Administrator in writing a request for adjustment within seven (7) calendar days of receipt of the adjustment of the Project Schedule giving rise to the delay of the Contractor's work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the City Administrator will evaluate the Contractor's request. If the City Administrator agrees that the period of delay was unreasonable and that the cost and/or time required for the performance of the Contract has increased as a result of such suspension, the City Administrator will make an adjustment (excluding profit) and modify the Contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a delay of any duration, if the delay was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The City Administrator will notify the Contractor of his or her determination whether or not an adjustment of the Contract is warranted. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of the Contract. Should the Contractor fail to coordinate, schedule or manage its work so that the individual work activities under this Contract are not completed within the durations specified in the Project Schedule or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the liquidated damages set forth in Article 108.11 of the General Conditions.

### ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the City in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the City and the Contractor shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service or certified mail, return receipt requested, addressed to the respective party as follows:

A. If to the City:

City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, Illinois 60181  
Attn: Amy L. Marrero, Interim City Administrator

B. If to Contractor:

AMERICAN DOOR AND DOCK.  
2125 Hammond Drive  
Schaumburg, Illinois 60173  
Attn: Larry Hooker, President

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The City and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The City reserves the right to execute other agreements in connection with the project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the City, any contractor or consultant retained by the City; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the City, any contractor or consultant retained by the City.

4.10 **Non-Assignment.** The Contractor acknowledges that the City is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the City and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The City shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the City or its

authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the City under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Contract
- (b) Contractor's Proposal
- (c) Contractor's Certification
- (d) Contract Bond
- (e) General Conditions
- (f) Special Provisions
- (g) Specifications
- (h) Drawings
- (i) Scope of Work
- (j) Baseline Project Schedule
- (k) Project Phasing Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

- (1) Drawings
- (2) Specifications
- (3) Special Provisions
- (4) General Conditions
- (5) Contract
- (6) Scope of Work
- (7) Contractor's Proposal
- (8) Contract Bond
- (9) Contractor's Certification

4.13 **Amendments.** This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and the Contractor. This Contract is executed that day and year first written above.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this \_\_\_\_ day of April 2015.

Contractor: AMERICAN DOOR AND DOCK.

By \_\_\_\_\_  
Larry Hooker, President

ATTEST:

By: \_\_\_\_\_  
[Name of Secretary], Secretary

Executed by the City, this \_\_\_\_ day of April 2015.

City: City of Oakbrook Terrace

ATTEST:

By \_\_\_\_\_  
Tony Ragucci, Mayor

By \_\_\_\_\_  
Dennis Greco, City Clerk

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: \_\_\_\_\_.

Contractor: AMERICAN DOOR AND DOCK.

By \_\_\_\_\_  
Larry Hooker, President



March 13, 2015

Al Zakariya  
Harbour Contractors  
23830 W. Main Street  
Plainfield, IL 60544

2125 HAMMOND DRIVE  
SCHAUMBURG  
ILLINOIS  
60173

office  
847/359.4296

fax  
847/397.5424

Al,  
Please accept this letter as a notice of an Asset Purchase Agreement made between American Door and Dock, Inc. and Raynor Doors of Will County, Inc. As a result of this agreement, Raynor Doors of Will County is assigning all of their contracts to American Door and Dock, Inc. Please let us know what needs to be done to transfer your contact with the City of Oakbrook Terrace.

Sincerely,

A handwritten signature in black ink that reads "Larry Hooker". The signature is written in a cursive, flowing style.

Larry Hooker  
President

American Door and Dock, Inc.

ORDINANCE NO. 15 - \_\_

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF A PURCHASE ORDER TERMINATION AGREEMENT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND HERITAGE MOULDING, INC. FOR THE FURNISHING OF WOOD WINDOWS (BID PACKAGE 08D) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

---

**WHEREAS**, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

**WHEREAS**, the City and Heritage Moulding, Inc. an Illinois corporation (“Heritage”) entered into a Purchase Order between the City and Heritage for the furnishing of wood windows (Bid Package 08D) (hereinafter referred to as the “Trade Purchase Order”) for the City’s new police facility and renovation of city hall (hereinafter referred to as the “Project”);

**WHEREAS**, Heritage has advised the City that it is unable to fulfil its obligations under the Purchase Order; and

**WHEREAS**, the City and Heritage desire to terminate the Purchase Order prior to the commencement of fabrication of the wood windows for the Project;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

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

**Section 2.** The City Council hereby determines that it is advisable, necessary and in the public interest that the City enter into a Purchase Order Termination Agreement with Heritage to terminate the Purchase Order with Heritage for the furnishing of wood windows (Bid Package 08D) for the Project.

**Section 3:** The Mayor is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest a Purchase Order Termination Agreement with Heritage to terminate the Purchase Order with Heritage for the furnishing of wood windows (Bid Package 08D) for the Project substantially in the form attached hereto as Exhibit “A” with such terms therein, consistent with this ordinance as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Agreement by the Mayor and the Corporation Counsel.

**Section 4:** This ordinance shall be in full force and effect upon its passage and approval and publication in accordance with law.

ADOPTED this 14<sup>th</sup> day of April 2015, pursuant to a roll call vote as follows:

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

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

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

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 14th day of April 2015.

\_\_\_\_\_  
Tony Ragucci, Mayor of the City of  
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,  
this 14<sup>th</sup> day of April 2015.

\_\_\_\_\_  
Dennis Greco, Clerk of the City of  
Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"

**PURCHASE ORDER TERMINATION AGREEMENT BETWEEN THE CITY OF OAKBROOK  
TERRACE, ILLINOIS AND HERITAGE MOULDING, INC. FOR THE FURNISHING OF WOOD  
WINDOWS (BID PACKAGE 08D) FOR THE  
NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

DRAFT

## PURCHASE ORDER TERMINATION AGREEMENT

This Purchase Order Termination Agreement (hereinafter referred to as the "Agreement") is made and entered into this 24<sup>th</sup> day of March, 2015, by and between the City of Oakbrook Terrace, an Illinois municipal corporation (hereinafter referred to as the "City"), and Heritage Moulding, Inc., an Illinois corporation (hereinafter referred to as "Heritage").

WHEREAS, the City issued Purchase Order No. 0000001350 dated November 11, 2014, to Heritage for the purchase of wood windows (Bid Package 08D) (hereinafter referred to as the "Purchase Order") for the City's new police facility and renovation of city hall (hereinafter referred to as the "Project");

WHEREAS, Heritage has advised the City that it is unable to fulfil the Purchase Order; and

WHEREAS, the City and Heritage desire to terminate the Purchase Order prior to the commencement of fabrication of the wood windows for the Project;

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

1. **Recitals.** The foregoing recitals are hereby incorporated in their entirety and re-stated as if fully set forth.

2. **Termination of Purchase Order.** Subject to the terms and conditions of this Agreement, the City and Heritage hereby terminate, release, cancel and declare the Purchase Order of no further force and effect, in consideration for the mutual release of any obligations therein or rights created thereby.

3. **Release and Covenant Not to Sue by Heritage.**

A. **Release.** In consideration of the promises made by the City in this Agreement, Heritage does hereby release, acquit and forever discharge the City, its agents, employees, representatives, officers, trustees, successors and assigns (the "Released Parties") from any and all actions or causes of action, including, but not limited to, tort claims, contract claims and statutory claims, mechanics' lien claims and all grievances, exemplary and punitive damages, expenses, fees, attorneys' fees or costs, the payment of any and all debts, obligations, interest, and any and all liabilities whatsoever regarding the Purchase Order and the Project whether presently or hereafter asserted or which could have been asserted. Notwithstanding the foregoing, Heritage does not release the City from its obligations under or a breach of this Agreement.

B. **Covenant Not to Sue.** Further subject to Section 3(A) above and in consideration of the promises made by the City in this Agreement, Heritage shall never institute or solicit any suit, charge, complaint, or action, at law or in equity, in any court of the United States or any state thereof, or in any administrative agency of either the United States or any state, county or municipality

thereof, or before any other tribunal, public or private, against the Released Parties regarding the Purchase Order or the Project. Notwithstanding the foregoing, Heritage does not covenant not to sue the City for any of its obligations under or a breach of this Agreement. This provision is in no way to be considered a restriction on Heritage's lawyer's right to practice in violation of Rule 5.6(b) of the Illinois Supreme Court Rules of Professional Conduct.

4. **Release and Covenant Not to Sue by the City.**

A. **Release.** In consideration of the promises made by Heritage in this Agreement, the City does hereby release, acquit and forever discharge Heritage, its agents, employees, representatives, officers, trustees, successors and assigns (the "Released Parties") from any and all actions or causes of action, including, but not limited to, tort claims, contract claims and statutory claims, mechanics' lien claims and all grievances, exemplary and punitive damages, expenses, fees, attorneys' fees or costs, the payment of any and all debts, obligations, interest, and any and all liabilities whatsoever regarding the Purchase Order and the Project whether presently or hereafter asserted or which could have been asserted. Notwithstanding the foregoing, the City does not release Heritage from its obligations under or a breach of this Agreement.

B. **Covenant Not to Sue.** Further subject to Section 4(A) above and in consideration of the promises made by Heritage in this Agreement, the City shall never institute or solicit any suit, charge, complaint, or action, at law or in equity, in any court of the United States or any state thereof, or in any administrative agency of either the United States or any state, county or municipality thereof, or before any other tribunal, public or private, against the Released Parties regarding the Purchase Order or the Project. Notwithstanding the foregoing, the City does not covenant not to sue Heritage for any of its obligations under or a breach of this Agreement. This provision is in no way to be considered a restriction on the City's lawyer's right to practice in violation of Rule 5.6(b) of the Illinois Supreme Court Rules of Professional Conduct.

5. **Authority.** The City and Heritage each hereby represents and warrants that it has the power and authority to enter into this Agreement.

6. **Fees and Costs.** Each party shall pay all of its own costs and expenses, including any and all attorneys' fees incurred there being no damages or compensation due to either party as a result of this termination.

7. **Interpretation.** This Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be interpreted, enforced, and governed by the laws of the State of Illinois.

8. **Complete Agreement.** This Agreement constitutes the complete understanding between the City and Heritage. No other promises or agreements, either expressed or implied, shall be binding unless signed in writing by all parties to this Agreement.

10. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be considered one and the same agreement, deemed an original and attached to form the entire Agreement.

11. **Amendments.** This Agreement shall inure to the benefit of and may be enforced by or against the parties to this Agreement. This Termination Agreement may not be amended, in whole or in part, except in writing signed by the City and Heritage.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

City of Oakbrook Terrace, Illinois

Heritage Moulding, Inc.

By: \_\_\_\_\_  
Tony Ragucci, Mayor

By: \_\_\_\_\_  
Dominic J. Imburgia, President

Attest:

Attest:

By: \_\_\_\_\_  
Dennis Greco, City Clerk

By: \_\_\_\_\_  
Dominic J. Imburgia, Secretary

ORDINANCE NO. 15 -

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO MAHER LUMBER & MILLWORK. FOR WOOD WINDOWS (BID PACKAGE 08D) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL FOR THE CITY OF OAKBROOK TERRACE, ILLINOIS**

---

**WHEREAS**, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

**WHEREAS**, in the opinion of 2/3 of the corporate authorities elected and holding office that it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and authorize the issuance of a purchase order to MAHER LUMBER & MILLWORK. of Wood Dale, Illinois, for Wood Windows for the new Police Facility and Renovation Of City Hall (hereinafter referred to as the “Project”);

**WHEREAS**, the City solicited proposals for the provision of Wood Windows (Bid Package 08D) for the Project for the City of Oakbrook Terrace, DuPage County, Illinois and

**WHEREAS**, MAHER LUMBER & MILLWORK., has submitted a satisfactory proposal to the City and is advisable, necessary and in the public interest that the City contract with MAHER LUMBER & MILLWORK. for the provision of Wood Windows (Bid Package 08D) for the Project and the City enter into a purchase order between the City and MAHER LUMBER & MILLWORK. for the furnishing of Wood Windows (Bid Package 08D) for the Project, copies of which a purchase order is attached as Exhibit “A”, and made a part hereof;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois:

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

**Section 2:** It is hereby determined that it is advisable, necessary and in the public interest that the City waive advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids for the Wood Windows (Bid Package 08D) for the Project and determines that the requirements to be met and the means and methods to be used in procuring such materials shall be submission of a satisfactory proposal in response to a request for proposal; therefore it advisable that the City authorize the issuance of a purchase order to MAHER LUMBER & MILLWORK. of Plainfield, Illinois, for the following materials:

Wood Windows – Police Facility	\$40,797.39
Wood Windows – City Hall Renovation	\$18,223.28
	<u>\$59,020.67</u>

**Section 3:** The City Administrator on behalf of the City shall be and is hereby authorized to issue a purchase order, or in the alternative, the action of the City Administrator is hereby ratified in executing and issuing a purchase order to MAHER LUMBER & MILLWORK. of Wood Dale, Illinois.

**Section 4:** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

**Section 5:** This ordinance shall be in full force and effect upon its passage, approval and publication in accordance with law.

**ADOPTED** this 14th day of April 2015, pursuant to a roll call vote as follows:

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this 14th day of April 2015.

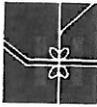
---

Tony Ragucci, Mayor of the City of  
Oakbrook Terrace, DuPage County, Illinois

**ATTESTED** and filed in my office,  
this 14th day of April 2015.

---

Dennis Greco, Clerk of the City of  
Oakbrook Terrace, DuPage County, Illinois



HARBOUR CONTRACTORS  
 23830 West Main Street  
 Plainfield, IL 60544  
 Phone (815) 254-5500 Fax (815) 254-5505

**BID PACKAGE AWARD RECOMMENDATION**

**BID PACKAGE:  
 08D - WOOD WINDOWS**

Project: Oakbrook Terrace  
 Police Facility & City Hall Renovation

Project No: 01-1204

Date: 11/6/2014

Bid Package #	Bid Package	Line Item Budget
BP08D	Wood Windows- Police Facility	\$ 61,453.00
BP08D	Wood Windows - City Hall Renovation	\$ 32,007.00
<b>Total Award Package Budget</b>		<b>\$ 93,460.00</b>

Recommended Trade Contractor	Recommended Award Amount
<b>Heritage Moulding (Hurd Windows)</b>	
Base Bid - Police Facility	\$ 54,440.00
Alternate 1 - City Hall Renovation	\$ 21,809.00
<b>Total Proposal Amount</b>	<b>\$ 76,249.00</b>
<b>Total Budget Overrun/(Savings)</b>	<b>\$ (17,211.00)</b>

Additional Trade Contract Proposals	Proposal Amounts
<b>Maher Lunmber-Millwork (Marvin Windows)</b>	
Base Bid- Police Facility	\$ 61,096.00
Alternate 1 - City Hall Renovation	\$ 27,677.00
<b>Total Proposal Amount</b>	<b>\$ 88,773.00</b>
<b>Total Budget Overrun/(Savings)</b>	<b>\$ (4,687.00)</b>
<b>Northwest Millwork Company (Klobe Window)</b>	
Base Bid- Police Facility	\$ 63,825.00
Alternate 1 - City Hall Renovations	\$ 23,683.00
<b>Total Proposal Amount</b>	<b>\$ 87,508.00</b>
<b>Total Budget Overrun/(Savings)</b>	<b>\$ (5,952.00)</b>

Additional Bidders
1
2
3
4
5

Potential Value Engineering Considerations (To be reviewed with Design Consultants)
1 All proposals are based on non FSC certified windows
2
3

**Note:** Proposed potential value engineering amounts are based on the proposal of recommended trade contractor. If trade contractor other than recommended trade contractor is selected by Oakbrook Terrace, value engineering amounts are subject to change.

# HARBOUR CONTRACTORS OAK BROOK TERRACE POLICE FACILITY DUAL PANE

Quote #: RSDPK26

A Proposal for Window and Door Products prepared for:

**Shipping Address:**

MAHER LUMBER  
301 W IRVING PARK RD  
WOOD DALE, IL 60191-1325



TODD HOFBAUER  
MAHER LUMBER  
PO BOX 376  
WOOD DALE, IL 60191-0376  
Phone: (630) 766-8440

Email: [t.hofbauer@maherlumberco.com](mailto:t.hofbauer@maherlumberco.com)

This report was generated on 3/11/2015 8:12:54 AM using the Marvin Order Management System, version 0002.01.01 (Current). Price in USD. Unit availability and price are subject to change. Dealer terms and conditions may apply.

## Featuring products from:



FL10325

Stainless Perimeter Bar  
 Ogee Interior Glazing Profile  
 Standard Bottom Rail  
 Beige Weather Strip  
 Solid Wood Covers

Unit: A3  
 Clad Ultimate Casement - Right Hand  
 Basic Frame 39 53/64" X 62"  
 Rough Opening 40 53/64" X 62 1/2" 601.64  
 Desert Beige Clad Sash Exterior  
 Bare Pine Sash Interior  
 IG - 3/4 in - 1 Lite  
 Low E2 w/Argon  
 Stainless Perimeter Bar  
 Ogee Interior Glazing Profile  
 Standard Bottom Rail  
 Beige Weather Strip  
 Satin Taupe Folding Handle  
 Satin Taupe Multi - Point Lock  
 Aluminum Screen  
 Charcoal Fiberglass Mesh  
 Satin Taupe Surround  
 Factory Mull Charge 15.51  
 6 11/16" Jambs 99.72  
 Loose Installation Brackets  
 \*\*\*Note: This configuration is certified to AAMA 450.

Initials required

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Line #18	Mark Unit:	Net Price:		237.11
Qty: 7		Ext. Net Price:	USD	1,659.77

No Image Available

**Marvin Parts**

11851226 CLAD 130" MULL KIT, 2" x 4 9/16" LVL,SW

1659.77

Initials required

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Project Subtotal Net Price: USD 40,797.39  
 0.000% Sales Tax: USD 0.00  
 Project Total Net Price: USD 40,797.39

# HARBOUR CONTRACTORS OAKBROOK TERRACE CITY HALL DUAL PANE

Quote #: PPX6WDJ

A Proposal for Window and Door Products prepared for:

**Shipping Address:**  
MAHER LUMBER  
301 W IRVING PARK RD  
WOOD DALE, IL 60191-1325



TODD HOFBAUER  
MAHER LUMBER  
PO BOX 376  
WOOD DALE, IL 60191-0376  
Phone: (630) 766-8440

Email: [t.hofbauer@maherlumberco.com](mailto:t.hofbauer@maherlumberco.com)

This report was generated on 3/11/2015 8:16:42 AM using the Marvin Order Management System, version 0002.01.01 (Current). Price in USD. Unit availability and price are subject to change. Dealer terms and conditions may apply.

**Featuring products from:**



OMS Ver. 0002.01.01 (Current)  
Product availability and pricing subject to change.  
Discount Code: XZ14318

**HARBOUR CONTRACTORS**  
**OAKBROOK TERRACE CITY HALL DUAL PANE**  
Quote Number: **PPX6WDJ**  
Architectural Profile Number:

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Project Subtotal Net Price: USD	18,223.28
0.000% Sales Tax: USD	0.00
Project Total Net Price: USD	18,223.28



**CITY OF OAKBROOK TERRACE**  
 17W275 BUTTERFIELD ROAD  
 OAKBROOK TERRACE, IL 60181  
 630-941-8300

**PURCHASE ORDER**  
**No. 000001386**

**VENDOR:**

Maher Lumber & Millwork  
 PO Box 376

Wood Dale, IL 60191-0376

**SHIP TO:**

City of Oakbrook Terrace

17W275 Butterfield Road

Oakbrook Terrace, IL 60181-4041

**BILL TO:**

City of Oakbrook Terrace  
 17W275 Butterfield Road

Oakbrook Terrace, IL 60181-4041

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE			
Maher		0	03/20/2015				
<b>SHIPPING INSTRUCTIONS</b>							
(none)							
ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	0.00		Wood Windows (Bid Package 08D) For The New Police Facility And Renovation Of City Hall approved by the City Council on March 24, 2015.		09-12-7146-00	59,020.67	59,020.67

SUBTOTAL: 59,020.67  
 TAX: 0.00  
 SHIPPING: 0.00

**TOTAL: 59,020.67**

TAXABLE: No  
 CONFIRMING:

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

**IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE**

This order is given upon the representation and guaranty of the manufacturer or seller that no breach of any State or Federal Law or Regulation has occurred in connection with the manufacturing, processing, branding, labeling or transportation of the merchandise herein mentioned. If such breach occurs or is charged by any legally constituted State or Federal authority, the buyer shall be entitled to rescind the order and return the unused merchandise and shall also be held harmless by the manufacturer or seller against any penalty incurred and/or the cost of defense of any proceeding designed to penalize the buyer therefor. City's Fraud Hotline Number is (630) 941-8300 extension 399. Anonymous tips may be called into this number any time of day.



## Interdepartmental Memo

**To:** Mayor Ragucci and City Council  
Amy Marrero, City Administrator

**From:** Mihaela Dragan

**Re:** Letter of Recommendation / Text Amendments To The Zoning Ordinance / Case #15-11  
City Council Meeting: March 24, 2015

**Date:** March 19, 2015

**REQUEST:**

Mayor and City Council to ask the City Attorney to prepare an ordinance.

**BACKGROUND:**

At the February 24, 2015 City Council meeting, the City Council referred the text amendment to the Zoning Ordinance amending Section 156.101 to change off-street parking regulations in the residential district back to the Planning and Zoning Commission.

The Commission discussed the proposed text amendment to allow tools, and / or, ladders on the exterior of the vehicles parked on the driveways in the residential district, and voted 5-1 in favor of the proposed modification to the current code.

Chairman  
Arnulfo Noble

Secretary  
Janice Coglianese

Commissioners  
Jan Donoval  
Steve Schneider  
Norene Myszkowski  
Ann Ventura  
Paul Smurawski



Mayor and City Council  
City of Oakbrook Terrace

Letter of Recommendation

Re: 17W275 Butterfield Road - Text Amendment

Case: #15-11

Date: March 19, 2015

Ladies and Gentlemen:

Your Planning and Zoning Commission transmits for your consideration its recommendation to consider text amendment to the Zoning Ordinance as follows: Amend Section 156.101 to change off-street parking regulations in the residential district to allow tools or ladders to exist on the exterior of vehicles parked on driveways in the residential district.

The motion for the proposed change to off-street parking regulations in the residential district was voted on AND PASSED with the following vote:

Ayes: Chairman Noble, Schneider, Myszkowski, Donoval, Smurawski  
Nays: Ventura  
Absent: None

Respectfully,

A handwritten signature in cursive script that reads "Arnulfo A. Noble".

Arnulfo Noble, Chairman  
Planning Zoning Commission  
City of Oakbrook Terrace



City of Oakbrook Terrace  
Planning & Zoning Commission Meeting  
Tuesday, March 17, 2015  
Case #15-11

The meeting continued and called to order by Chairman Noble at 7:08 P.M.

Present: Chairman Noble, Commissioner's Schneider, Ventura, Myszkowski, Donoval, Smurawski

Absent: None

Also Present: Building and Zoning Administrator Mihaela Dragan, City Attorney Peter Pacione, Building and Zoning / Planning and Zoning Secretary Janice Coglianese

Chairman Noble said the fourth order of business was to consider the text amendment to the Zoning Ordinance amending Section 156.101 to change off-street parking regulations in the residential district, referred back to the Planning and Zoning Commission from the City Council.

Building and Zoning Administrator Dragan stated that a public hearing was held on February 3, 2015 to consider certain text amendments. Almost all text amendments discussed and recommended by the Planning and Zoning Commission were approved by the City Council. The City Council agreed to leave the digital signs as is with a public hearing to be required for the Planning and Zoning Commission to review from case to case; however, at this meeting a discussion came up for a proposed text amendment for off-street parking regulation in the residential district, three (3) Commissioners voted for the text amendment and three (3) Commissioners voted against the text amendment. Based on this outcome, the City Council referred the text amendment back to the Planning and Zoning Commission for a vote.

Building and Zoning Administrator said it was proposed not to prohibit parking vehicles with tools or ladders on the exterior of the vehicle on a driveway in the residential district. There had been a lengthy discussion of this text amendment as shown in the minutes. Building and Zoning Administrator asked if they would like to take another vote since Commissioner Donoval was not present at the last meeting and the recommendation would be forwarded to the City Council at the next meeting.

Chairman Noble asked the City Attorney whether or not they had to take another vote since one (1) Commissioner had resigned.

Building and Zoning Administrator Dragan mentioned that they did not know how Commissioner Donoval would vote.

Chairman Noble asked for Commissioner Donoval's consensus.

Commissioner Schneider commented that he has been keeping an eye on who actually has ladders on top of their trucks and prior to this issue coming before the Planning and Zoning Commission, the two (2) residents with the issue of trucks parked with ladders on their vehicles have moved.

Commissioner Ventura stated even though those vehicles left, if they change the ordinance others will be allowed to have ladders on top of their vehicles.

Building and Zoning Administrator Dragan summoned up what was previously said at the last meeting regarding Section 156.101 allowing one (1) boat on a trailer, a trailer, a camping trailer, or a recreational vehicle to be parked on a driveway in the residential district. Building and Zoning Administrator mentioned that Commissioner's Schneider's point was to also allow ladders on a vehicle, especially since some properties do not have a detached garage and it is hard for the owners to take the ladders down each evening and have to put them back up each morning. Building and Zoning Administrator asked the Commission to refer back to the minutes since there was such a lengthy discussion on this text amendment and that another vote should be taken.

Commissioner Donoval asked what they were actually going to be voting on.

Building and Zoning Administrator Dragan stated that the ladders can remain on a vehicle in the residential district.

Commissioner Myszkowski asked what issue they were asked to be voting on, ladders on the truck or overnight parking.

City Attorney Pacione stated it was to allow ladders on a vehicle to park on their driveway overnight.

Chairman Noble questioned if they could also be allowed to park in the driveway in the morning or during the day.

Building and Zoning Administrator stated they could park their vehicles with ladders at any time.

Commissioner Myszkowski commented that this was their livelihood and what else could they do.

Commissioner Ventura pointed out that it was an eye sore for a neighbor living next door to them to be looking at a truck with ladders piled on top; it is the esthetics of the neighborhood and not just one (1) person with their livelihood, but a whole neighborhood and the esthetics.

Commissioner Myszkowski stated she doesn't feel the same way and if a vehicle were in the front of a driveway she might think otherwise, but being in the back of the driveway was alright with her.

Commissioner Ventura and City Attorney Pacione chimed in and stated the vehicle could be anywhere on the driveway.

City Attorney Pacione indicated that some garages are actually in the front and that the vehicle would then be allowed to park in the front of the house.

Commissioner Myszkowski commented that she could see that front parking wouldn't look nice, but was in favor of a vehicle being parked in the back on a driveway.

Commissioner Ventura stated that that was not part of the deal, it is the entire driveway.

Commissioner Myszkowski said in Elmhurst they have boats and trucks in their driveways.

Chairman Noble asked for a motion on the floor.

City Attorney Pacione stated the Commissioners must first request a motion to reconsider to vote on the issue of ladders to be placed on top of vehicles then a separate motion to vote on whether or not the ladders should be allowed on top of the vehicles parked in a driveway.

MOTION Commissioner Schneider entertained a motion to reconsider the voting on allowing ladders to be placed on a vehicle at any time on the property in the residential district.

Commissioner Myszkowski seconded the motion.

Ayes: Chairman Noble, Schneider, Myszkowski, Donoval,  
Smurawski  
Nays: Ventura  
Absent: None

MOTION PASSED WITH A VOTE OF 5-1.

MOTION Commissioner Schneider entertained a motion to approve the text amendment Section 156.101 to allow ladders to exist on top of vehicles.

Commissioner Myszkowski seconded the motion.

Ayes: Chairman Noble, Schneider, Myszkowski, Donoval,  
Smurawski  
Nays: Ventura  
Absent: None

MOTION PASSED WITH A VOTE OF 5-1.

Building and Zoning Administrator Dragan stated that the Letter of Recommendation will be placed on the March 24, 2015 City Council meeting agenda. The next Planning and Zoning Commission meeting is scheduled for April 7, 2015. Building and Zoning Administrator Dragan stated that Janice will contact the Commission when the next public hearing packets for Pete's Fresh Market become available.

Chairman Noble requested a motion to adjourn the meeting.

MOTION Commissioner Schneider entertained a motion to adjourn the meeting.

Commissioner Smurawski seconded the motion.

MOTION PASSED UNANIMOUSLY THROUGH A VOICE VOTE OF 6-0.

Chairman Noble adjourned the meeting at 7:24 P.M.

Respectfully submitted by,



Janice Coglianese  
Building and Zoning / Planning and Zoning Secretary



# HARBOUR CONTRACTORS, INC.

23830 W. Main St.  
Plainfield, Illinois 60544  
(815) 254-5500 Fax: (815) 254-5505

## LETTER OF TRANSMITTAL

AGENDA ACTION

MAR 24 2015

Transmitted To: Amy Marerro  
City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181

Transmittal #: 65

Fax # 630-941-7254

Job: Oakbrook Terrace PD & City Hall

Job Number: 01-1204

Project Manager: Al Zakariya

Date Sent: 03/10/2015

Date Required: 03/17/2015

RE: Application for Payment #22 & 23

### WE ARE SENDING THE FOLLOWING:

Document Type	Document	Copies Sent	Status	Remarks / Comments
	Application for Payment #22 & 23	1		

REMARKS:

HARBOUR CONTRACTORS, INC.

Tom Woodcock/ 815-782-1368

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2784

To Owner: City Of Oakbrook Terrace  
17W275 Butterfield Road

Project: 01-1204 Oakbrook Terrace PD & City Hall

Application No.: 22

Oakbrook Terrace, IL 60181

Period To: 1/30/2015

From Contractor: Harbour Contractors, Inc.

Via Architect: Williams Architect

23830 W. Main St.

500 Park Boulevard, Suite 800

Itasca IL 60143

Project Nos:

Contract For:

Contract Date:

Distribution to:  
 Owner  
 Architect  
 Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

1. Original Contract Sum .....	\$680,032.35
2. Net Change By Change Order .....	\$90,577.38
3. Contract Sum To Date .....	\$770,609.73
4. Total Completed and Stored To Date .....	\$627,981.40
5. Retainage :	
a. 10.00% of Completed Work	\$62,798.16
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$62,798.16
6. Total Earned Less Retainage .....	\$565,183.24
7. Less Previous Certificates For Payments .....	\$532,991.86
8. Current Payment Due .....	\$32,191.38
9. Balance To Finish, Plus Retainage .....	\$205,426.49

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Harbour Contractors, Inc.

By:  Date: 1-31-15

State of: Illinois  
 Subscribed and sworn to before me this 31st day of January, 2015 County of: Will

Notary Public: 

My Commission expires: 8/17

## OWNER APPROVAL FOR PAYMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 32,191.38

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Williams Architect

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$59,755.74	\$0.00
Total Approved this Month	\$30,821.64	\$0.00
TOTALS	\$90,577.38	\$0.00
Net Changes By Change Order	\$90,577.38	



# CONTINUATION SHEET

**Application and Certification for Payment**, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

**Application No. : 22**  
**Application Date : 1/31/2015**  
**To: 1/30/2015**  
**Architect's Project No.:**

**Invoice # : 2784 Contract : 01-1204 Oakbrook Terrace PD & City Hall**

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period					
01-0000	On-Site Representative Allowance	375,784.00	341,978.41	24,714.06	0.00	366,692.47	9,091.53	36,669.26	
01-0300	Field Office	21,518.00	7,312.26	0.00	0.00	7,312.26	14,205.74	731.22	
01-0330	Communications	5,600.00	1,022.57	0.00	0.00	1,022.57	4,577.43	102.26	
01-0340	Site Utilities	14,300.00	0.00	0.00	0.00	0.00	14,300.00	0.00	
01-0420	Refuse Removal Services	8,000.00	1,790.83	637.98	0.00	2,428.81	5,571.19	242.88	
01-5060	Temporary Sanitary Facilities	8,925.00	384.76	220.17	0.00	604.93	8,320.07	60.50	
01-8020	Site Security	14,500.00	6,881.68	356.00	0.00	7,237.68	7,262.32	723.77	
01-9000	Reimbursables	750.00	750.00	0.00	0.00	750.00	0.00	75.00	
02-0500	Demolition	23,245.22	23,245.22	0.00	0.00	23,245.22	0.00	2,324.52	
18-5000	Insurance	101,405.35	101,405.35	0.00	0.00	101,405.35	0.00	10,140.54	
19-0001	Construction Manager Fee - Design Pt	19,500.00	19,500.00	0.00	0.00	19,500.00	0.00	1,950.00	
19-0002	C/M Fee - Bidding Phase	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00	1,300.00	
19-0003	C/M Fee - Construction Phase	91,000.00	18,200.00	0.00	0.00	18,200.00	72,800.00	1,820.00	
19-0004	C/M Fee - Closeout Phase	6,500.00	0.00	0.00	0.00	0.00	6,500.00	0.00	
20-0002	Contaminated Soils Management	14,437.00	14,437.00	0.00	0.00	14,437.00	0.00	1,443.70	
20-0003	Additional CM Services	52,145.16	42,305.11	9,840.00	0.00	52,145.11	0.05	5,214.51	
<b>Grand Totals</b>		<b>770,609.73</b>	<b>592,213.19</b>	<b>35,768.21</b>	<b>0.00</b>	<b>627,981.40</b>	<b>142,628.33</b>	<b>62,798.16</b>	

**PARTIAL WAIVER OF LIEN**

State of **ILLINOIS**

ISS

Gty# \_\_\_\_\_

County of **Will**

Escrow # \_\_\_\_\_

**TO WHOM IT MAY CONCERN:**

**WHEREAS** the undersigned has been employed by City Of Oakbrook Terrace  
to furnish General Construction  
for the premises known as Oakbrook Terrace PD & City Hall, , ,  
of which City of Oakbrook Terrace is the owner.

THE undersigned, for and in consideration of thirty-two thousand one hundred ninety-one and 38 / 100  
(\$32,191.38) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all  
lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises,  
and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to  
become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the  
above-described premises, INCLUDING EXTRAS.

DATE: January 31, 2015

COMPANY Harbour Contractors, Inc.

ADDRESS 23830 W. Main St., Plainfield, IL 60544

SIGNATURE AND TITLE \_\_\_\_\_



Patrick S. Harbour / Secretary

**CONTRACTOR'S AFFIDAVIT**

State of **ILLINOIS**

ISS

County of **Will**

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED, Patrick S. Harbour BEING DULY SWORN,  
DEPOSES AND SAYS THAT HE OR SHE IS Secretary OF  
Harbour Contractors, Inc. WHO IS THE CONTRACTOR FURNISHING  
General Construction WORK ON THE BUILDING LOCATED  
AT Oakbrook Terrace PD & City Hall, , ,  
OWNED BY City of Oakbrook Terrace

That the total amount of the contract including extras is \$ 770,609.73 on which he or she has received payment of \$ 532,991.86  
prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to  
defect the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work  
and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or  
to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESS	WHAT FOR	CONTRACT PRICE INC. EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of  
any kind done upon or in conjunction with said work other than above stated.

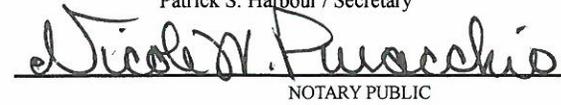
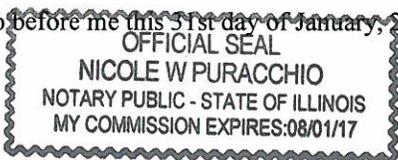
DATE: January 31, 2015

SIGNATURE \_\_\_\_\_



Patrick S. Harbour / Secretary

Subscribed and sworn to before me this 31st day of January, 2015



NOTARY PUBLIC



**Harbour Contractors, Inc.**  
**On-Site Representative Allowance**  
**Oakbrook Terrace PD & CH**  
**12/20/14-01/30/15**

<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Billing</b>
Project Executive	\$ 133.30	5.0	\$ 666.50
Senior Project Manager	\$ 111.06	67.0	\$ 7,441.02
Superintendent	\$ 111.06	104.0	\$ 11,550.24
Project Engineer	\$ 77.70	59.0	\$ 4,584.30
Accountant	\$ 94.40	5.0	\$ 472.00
<b>On Site Representation Monthly Total</b>			<b>\$ 24,714.06</b>
Project Executive	\$ 133.30	3.0	\$ 399.90
Senior Project Manager	\$ 111.06	45.0	\$ 4,997.70
Superintendent	\$ 111.06	40.0	\$ 4,442.40
Project Engineer	\$ 77.70		\$ -
Accountant	\$ 94.40		\$ -
Reimbursables			
<b>Additional CM Services</b>			<b>\$ 9,840.00</b>
Dumpster			\$ 637.98
Temporary Toilets			\$ 220.17
Construction Fencing			\$ 356.00

**Woodcock, Tom**

---

**From:** Dawn McFadden <dawn.mcfadden@floodbrothersdisposal.com>  
**Sent:** Friday, January 30, 2015 11:45 AM  
**To:** Woodcock, Tom  
**Subject:** FW: Reissued Payment Receipt: 86967 Confirmation from FLOOD BROTHERS DISPOSAL

**From:** InternetSecure [<mailto:merchantservices@internetsecure.com>]  
**Sent:** Friday, January 30, 2015 11:44 AM  
**To:** Dawn McFadden  
**Subject:** Reissued Payment Receipt: 86967 Confirmation from FLOOD BROTHERS DISPOSAL

# FLOOD BROTHERS DISPOSAL

**Your Purchase has been approved**

This receipt confirms payment for your purchase from FLOOD BROTHERS DISPOSAL. This order will appear on your credit card statement as **FLOOD BROTHERS DISPOSAL**. To contact us, please send an e-mail to [dawn.mcfadden@floodbrothersdisposal.com](mailto:dawn.mcfadden@floodbrothersdisposal.com) or call 630-261-0400.

## Receipt

**Transaction Time:** Dec 22, 2014 04:59 PM  
**Gateway ID:** 61117  
**Receipt Number:** 1443632091.65A4  
**Sales Order Number:** 86967  
**Transaction Type:** eCommerce  
**Authorization Code:** 149649  
**ECI:** 7

## Security Response

**AVS:** Address Match, (5 digit) Zip Match  
**CVN:** Not Available  
**Liability Shift:** NO

## Billing Information

**Name:** POLICE STATION OAKBROOK TERRACE  
**Company (Optional):**  
**Address:** 23830 W MAIN ST  
PLAINFIELD  
IL - 60544  
US  
**Phone Number:**  
**E-mail Address:** [dskiera@harbour-cm.com](mailto:dskiera@harbour-cm.com)

**Card Type:** AM

**Card Number:** xxxxxxxxxxxx2001

**Order Details**

<b>Code</b>	<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Subtotal</b>
01	1	Payment	338.59	338.59
			<b>US Dollar Total</b>	<b>338.59</b>

The information contained in this e-mail and in any attachments is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. This message has been scanned for known computer viruses.

**Woodcock, Tom**

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**From:** Skiera, Dan  
**Sent:** Friday, January 30, 2015 10:47 AM  
**To:** Woodcock, Tom  
**Subject:** FW: Payment Receipt: 93764 Confirmation from FLOOD BROTHERS DISPOSAL

Tom

Here you go, for all future receipts I will forward you a copy of the email. I also have a Flood Brothers folder in the Oakbrook Terrace public folders in case you need any of the older ones.

Thanks

Dan

---

**From:** FLOOD BROTHERS DISPOSAL [<mailto:dawn.mcfadden@floodbrothersdisposal.com>]  
**Sent:** Friday, January 30, 2015 10:34 AM  
**To:** Skiera, Dan  
**Subject:** Payment Receipt: 93764 Confirmation from FLOOD BROTHERS DISPOSAL

# FLOOD BROTHERS DISPOSAL

**Your Purchase has been approved**

This receipt confirms payment for your purchase from FLOOD BROTHERS DISPOSAL. This order will appear on your credit card statement as **FLOOD BROTHERS DISPOSAL**. To contact us, please send an e-mail to [dawn.mcfadden@floodbrothersdisposal.com](mailto:dawn.mcfadden@floodbrothersdisposal.com) or call 630-261-0400.

**Receipt**

**Transaction Time:** Jan 30, 2015 11:34 AM  
**Gateway ID:** 61117  
**Receipt Number:** 1446982171.95A3  
**Sales Order Number:** 93764  
**Transaction Type:** eCommerce  
**Authorization Code:** 172019

**Billing Information**

**Name:** POLICE STATION OAKBROOK TERRACE  
**Company (Optional):**

**Card Type:** AM  
**Card Number:** xxxxxxxxxxxx2001

**Order Details**

Code	Quantity	Description	Unit Price	Subtotal
------	----------	-------------	------------	----------

01

1

Payment

299.39

299.39

**US Dollar Total**

**299.39**

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# INVOICE

Hoving Pit Stop  
 2351 Powis Road  
 West Chicago, IL 60185  
 Tel: (630) 377-7000  
 Fax:

Harbor Construction  
 23830 W Main St, ATTN: Tom Woodcock  
 Plainfield, IL 60544

Invoice #: 102693  
 Invoice Date: Jan 22, 2015  
 Page #: 1  
 PO Number:

Transaction Date	Type	Charge Code/ Description	Rate	Quantity	Amount
Jan 22, 2015	Period	(1) Harbor Construction 17 w 275 Butterfield Rd Oak Brook, IL 60523  Orange Standard Unit Winterization Fee (Dec 26, 2014 - Jan 22, 2015)	\$ 15.00	1.00	\$ 15.00
Jan 22, 2015	Period	Orange Standard Unit Weekly Service (Dec 26, 2014 - Jan 22, 2015)	\$ 88.00	1.00	\$ 88.00
Jan 22, 2015		Fuel Surcharge	6.95 %	6.95 %	\$ 7.16
Job #: <u>01-1204</u> CAT: <u>6</u> Invoice Total Phase/Code: <u>01-5060</u> CL#: _____ Amount: \$ <u>110.16</u> Approval: <u>JW 1/15</u>					\$ 110.16

Current	30-60	60-90	90-120	120+	Project Balance Due
\$ 220.17	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 220.17

TEAR OFF HERE AND RETURN LOWER PORTION WITH YOUR PAYMENT



Harbor Construction  
 Customer #: 004859 - 000001  
 Invoice #: 102693  
 Invoice Date: Jan 22, 2015  
 PO Number:

Hoving Pit Stop  
 2351 Powis Road  
 West Chicago, IL 60185

Please Write in Amount of Payment Enclosed

Credit Card: \_\_\_\_\_ Exp: \_\_\_\_ Security Code: \_\_\_\_\_

Card Holder's Name: \_\_\_\_\_ Credit Card Billed to address: \_\_\_\_\_

Federal Rent-A-Fence  
P.O. BOX 266  
WEST BERLIN, NJ 08091

Invoice No.	Invoice Date
277736	1/15/15

800-260-8301

To:  
HARBOUR CONSTRUCTION  
23830 W. MAIN STREET  
PLAINFIELD, IL 60544

Ship To:  
OAK BROOK POLICE DEPARTMENT  
17W 275 BUTTERFIELD  
OAK BROOK TERRACE, IL

Purchase Order Number	Date Ordered	Date Delivered	Account Number	Rental Period
VERBAL		1/15/15	39416	RENEWAL
Salesperson	Terms	Payment Due	Ordered By	
	Net 30 Days	2/14/15	DAN	

Item	Footage	Description	Unit Price	Amount
RENEW PERIOD  BALANCE		MONTHLY RENEWAL RENEWAL PERIOD: 1-15-15 THRU 2-15-15  BAL: 930' 6' CL, 24' 6' PA 4-6X24		356.00
Job#:		01-1204	CAT: 6	
Phase/Code:		01-8030		
GL#:				
Amount:\$		356.00		
Approval:		DW 1/15		

HARBOUR

Subtotal	356.00
Sales Tax	
Freight	
Total Invoice Amount	\$356.00
Payment/Credit Applied	
<b>TOTAL DUE</b>	<b>\$356.00</b>

# HARBOR CONTRACTORS, INC.

Bi-Weekly Timesheet

EMPLOYEE NAME: Patrick S. Harbour

EMPLOYEE NUMBER: 36555

WEEK ENDING: 1/2/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT 12/20	SUN 12/21	MON 12/22	TUE 12/23	WED 12/24	THU 12/25	FRI 12/26	SAT 12/27	SUN 12/28	MON 12/29	TUE 12/30	WED 12/31	THU 1/1	FRI 1/2
			REG	OT														
		General Overhead	48	-			6	8	-	-	8		4	8	8	6	-	8
01-1201	01-0100	Romeoville Athletic Center	-	-														
01-1203	01-0100	Romeoville Sitework	-	-														
01-1204	01-0210	Oakbrook Terrace PD & CH	2	-		2												
01-1205	01-0100	U.S. Silica	-	-														
01-1204	TBD	Oakbrook Terrace Demo	-	-														
01-1004	01-0200	PBC PD-12	-	-														
		US REIF - Former Kmart	-	-														
		Saturn AG	-	-														
		Sales/Operations - Corp.	-	-														
		J&R Dairy	-	-														
		Knight E/A	2	-												2		
		Holiday	24	-				8	8								8	
		Vacation	-	-														
		Personal	-	-														
		Sick	4	-									4					
		TOTAL	80	-			8	8	8	8	8	-	8	8	8	8	8	8

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Employee Signature \_\_\_\_\_

# HARBOR

CONTRACTORS, INC.  
Bi-Weekly Timesheet

EMPLOYEE NAME: Patrick S. Harbour

EMPLOYEE NUMBER: 36555

WEEK ENDING: 1/16/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	
			REG	OT															
		General Overhead	1																
01-1201	01-0100	Romeoville Athletic Center																	
01-1203	01-0100	Romeoville Sitework																	
01-1204	01-0210	Oakbrook Terrace PD & CH	3			2					1								
01-1205	01-0100	U.S. Silica	1								1								
01-1204	TBD	Oakbrook Terrace Demo																	
01-1004	01-0200	PBC PD-12																	
		US REIF - Former Kmart	1																
		Saturn AG	1							1									
		Sales/Operations - Corp.																	
		J&R Dairy																	
		Knight E/A	3						2										
		Holiday																	
		Vacation																	
		Personal																	
		Sick																	
		TOTAL	80			8			8	8	8			8	8	8	8	8	8

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Employee Signature



Bi-Weekly Timesheet

EMPLOYEE NAME: Chris Kozak

EMPLOYEE NUMBER: 43435

WEEK ENDING: 1/2/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT 12/20	SUN 12/21	MON 12/22	TUE 12/23	WED 12/24	THU 12/25	FRI 12/26	SAT 12/27	SUN 12/28	MON 12/29	TUE 12/30	WED 12/31	THU 1/1	FRI 1/2
			REG	OT														
00-0803	01-0100-02	VP OPS-Corporate Estimating	17	-			5	4							4	4		
01-1204	01-0100	Oakbrook Terrace	2	-			2											
01-1350	01-0260	Sandwich Police Station	1	-			1											
00-2014	26-1402-02	Local 399 Renovation	4	-				4										
00-2014	25-1410-02	US Silica - Pacific MO Plant Expa	8	-										4				4
00-2014	26-1412-07	Palos Heights Rec Center	8	-											4			4
			-	-														
			-	-														
		Holiday	24						8	8								8
		Vacation	16											8				
		Personal	-															
		Sick	-															
			-															
		<b>TOTAL</b>	<b>80</b>	<b>-</b>			<b>8</b>	<b>8</b>	<b>8</b>									

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Employee Signature

Supervisor Approval

# HARBOR CONTRACTORS, INC.

Bi-Weekly Timesheet

EMPLOYEE NAME: Chris Kozak  
 EMPLOYEE NUMBER: 43435

WEEK ENDING: 1/16/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
			REG	OT														
00-0803	01-0100-02	VP OPS-Corporate Estimating	14	-	1/3	1/4	1/5	1/6	1/7	1/8	1/9	1/10	1/11	1/12	1/13	1/14	1/15	1/16
									1	2				4		1		
00-0803	01-0100-01	VP OPS - Operations	4	-						1	1			1				
01-1204	01-0100	Oakbrook Terrace	1	-											1			
01-1402	01-0210	Stepan Rail Yard	-	-														
01-1305	01-0260	Sandwich Police Station	3	-							1				1			
00-2014	26-1406-02	J & R Dairy	4	-													2	2
00-2014	25-1410-02	US Silica - Pacific MO Plant Expa	2	-											1		1	
00-2014	26-1409-02	Range at 355	52	-				8	7	6		2		5	4	8	6	6
00-2014	26-1412-07	Palos Heights Rec Center	8	-		5	1											
		Holiday																
		Vacation	8															
		Personal	-															
		Sick	-															
			-															
			-															
		<b>TOTAL</b>	<b>96</b>	<b>-</b>	<b>2</b>	<b>5</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>2</b>	<b>-</b>	<b>10</b>	<b>8</b>	<b>9</b>	<b>9</b>	<b>8</b>

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Employee Signature

Supervisor Approval

# HARBOR CONTRACTORS, INC.

Bi-Weekly Timesheet

EMPLOYEE NAME: Al Zakariya

EMPLOYEE NUMBER: 95940

WEEK ENDING: 1/2/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT 12/20	SUN 12/21	MON 12/22	TUE 12/23	WED 12/24	THU 12/25	FRI 12/26	SAT 12/27	SUN 12/28	MON 12/29	TUE 12/30	WED 12/31	THU 1/1	FRI 1/2	
			REG	OT															
		Corporate Overhead	8	-	REG														8
01-1204	01-0210	Project Manager	20	-	REG		4	4	6						2	4			
	20-0003	Toilet Accessories	1	-	REG		1												
		Millwork bid solicitation	8	-	REG		2	1							1	4			
		Epoxy Floor bid package	1	-	REG		1												
		Paving bid package	2	-	REG				2										
		Sealant bid ackage	2	-	REG		1								1				
		EIFS Bid Package	1	-	REG										1				
		Lockers Bid Package	2	-	REG		1								1				
		Ceramic Tile Bid Package	2	-	REG		1								1				
		Carpet/VCT Bid Package	1	-	REG										1				
			-	-	REG														
		Holiday	32		REG					8	8								8
		Vacation	-		REG														
		Personal	-		REG														
		Sick	-		REG														
			-		REG														
		<b>TOTAL</b>	<b>80</b>	<b>-</b>	<b>REG</b>	<b>-</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Employee Signature

Supervisor Approval

**HARBOR**  
**CONTRACTORS, INC.**  
 Bi-Weekly Timesheet

EMPLOYEE NAME: Al Zakariya

EMPLOYEE NUMBER: 95940

WEEK ENDING: 1/16/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT 1/3	SUN 1/4	MON 1/5	TUE 1/6	WED 1/7	THU 1/8	FRI 1/9	SAT 1/10	SUN 1/11	MON 1/12	TUE 1/13	WED 1/14	THU 1/15	FRI 1/16	
			REG	OT															
		Corporate Overhead	-	-															
01-1204	01-0210	Project Manager	47	-			5	6	5	5	5			6	4	6	5		
	20-0003	Toilet Accessories	1	-							1								
		Millwork bid solicitation	-	-															
		Epoxy Floor bid package	2	-				1	1										
		Paving bid package	6	-						1	1				2	2			
		Sealant bid ackage	1	-										1					
		EIFS Bid Package	1	-														1	
		Lockers Bid Package	3	-					1	1				1					
		Ceramic Tile Bid Package	4	-				1		1	1							1	
		Carpet/VCT Bid Package	4	-				1	1	1								1	
		Painting package	3	-				1							2				
		Holiday	-	-															
		Vacation	-	-															
		Personal	8	-															8
		Sick	-	-															
			-	-															
			-	-															
		<b>TOTAL</b>	<b>80</b>	<b>-</b>			<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>-</b>	<b>-</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Employee Signature

Supervisor Approval









# HARBOR CONTRACTORS, INC.

Bi-Weekly Timesheet

EMPLOYEE NAME: Tom Woodcock

EMPLOYEE NUMBER: 93400

WEEK ENDING: 1/2/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		REG	OT	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
			12/20	12/21			12/22	12/23	12/24	12/25	12/26	12/27	12/28	12/29	12/30	12/31	1/1	1/2		
		Accounting	38	-	REG	OT			5	6	-	-	8			4	2	8	-	5
01-1201	01-0230	Romeoville Athletic Center	-	-	REG	OT														
01-1203	01-0230	Romeoville Sitework	-	-	REG	OT														
01-1204	01-0230	Oakbrook Terrace	3	-	REG	OT		3												
01-1205	01-0230	US Silica	6	-	REG	OT			2								4			
01-1004	01-0230	PD-12	-	-	REG	OT														
01-1304	01-0230	Joliet Retail	6	-	REG	OT										4	2			
02-1401	01-0230	HEI	-	-	REG	OT														
01-1403	01-0230	Knight Office Remodel	3	-	REG	OT														3
01-1404	01-0230	Saturn AG	-	-	REG	OT														
		Holiday	24	-	REG	OT					8	8								8
		Vacation	-	-	REG	OT														
		Personal	-	-	REG	OT														
		Sick	-	-	REG	OT														
		TOTAL	80	-	REG	OT			8	8	8	8	8			8	8	8	8	8

*Tom Woodcock*  
Employee Signature

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Supervisor Approval

# HARBOR CONTRACTORS, INC.

Bi-Weekly Timesheet

EMPLOYEE NAME: Tom Woodcock

EMPLOYEE NUMBER: 93400

WEEK ENDING: 1/16/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT 1/3	SUN 1/4	MON 1/5	TUE 1/6	WED 1/7	THU 1/8	FRI 1/9	SAT 1/10	SUN 1/11	MON 1/12	TUE 1/13	WED 1/14	THU 1/15	FRI 1/16
			REG	OT														
		Accounting	55				5	4	5	5	8				4	8	8	8
01-1201	01-0230	Romeoville Athletic Center																
01-1203	01-0230	Romeoville Sitework																
01-1204	01-0230	Oakbrook Terrace	2											2				
01-1205	01-0230	US Silica	5				3							2				
01-1004	01-0230	PD-12																
01-1304	01-0230	Joliet Retail	6				4							2				
02-1401	01-0230	HEI	3							3								
01-1403	01-0230	Knight Office Remodel	5						3					2				
01-1404	01-0230	Saturn AG	4												4			
		Holiday																
		Vacation																
		Personal																
		Sick																
		<b>TOTAL</b>	<b>80</b>				<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>			<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>

*Tom Woodcock*  
Employee Signature

Timesheets are due to the Payroll Department by 9:00AM Monday.  
Please sign your timesheet and submit to your supervisor for approval.

Supervisor Approval

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2785

To Owner: City of Oakbrook Terrace  
17W275 Butterfield Road

Project: 01-1204 Oakbrook Terrace PD & City Hall

Application No.: 23

Oakbrook Terrace, IL 60181

Period To: 2/27/2015

From Contractor: Harbour Contractors, Inc. Via Architect: Williams Architect  
23830 W. Main St. 500 Park Boulevard, Suite 800  
Plainfield, IL 60544 Itasca IL 60143

Project Nos:

Contract Date:

Distribution to:  
 Owner  
 Architect  
 Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

- 1. Original Contract Sum ..... \$680,032.35
- 2. Net Change By Change Order ..... \$90,577.38
- 3. Contract Sum To Date ..... \$770,609.73
- 4. Total Completed and Stored To Date ..... \$664,469.88
- 5. Retainage:
  - a. 10.00% of Completed Work ..... \$66,447.01
  - b. 0.00% of Stored Material ..... \$0.00
- Total Retainage ..... \$66,447.01
- 6. Total Earned Less Retainage ..... \$598,022.87
- 7. Less Previous Certificates For Payments ..... \$565,183.24
- 8. Current Payment Due ..... \$32,839.63
- 9. Balance To Finish, Plus Retainage ..... \$172,586.86

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Harbour Contractors, Inc.

By:  Date: 3.10.15

State of: Illinois County of: Will

Subscribed and sworn to before me this 10th day of March, 2015

Notary Public: 

My Commission expires: 8/1/17

### OWNER APPROVAL FOR PAYMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 32,839.63

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Williams Architect

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$90,577.38	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$90,577.38	\$0.00
Net Changes By Change Order	\$90,577.38	

OFFICIAL SEAL  
 NICOLE W PURACCHIO  
 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES:08/01/17

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 23  
 Application Date : 3/10/2015  
 To: 2/27/2015  
 Architect's Project No.:

Invoice #: 2785 Contract: 01-1204 Oakbrook Terrace PD & City Hall

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G/C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place						
01-0000	On-Site Representative Allowance	375,784.00	366,692.47	23,717.28	0.00	0.00	390,409.75	103.89%	-14,625.75	39,040.99
01-0300	Field Office	21,518.00	7,312.26	0.00	0.00	0.00	7,312.26	33.98%	14,205.74	731.22
01-0330	Communications	5,600.00	1,022.57	0.00	0.00	0.00	1,022.57	18.26%	4,577.43	102.26
01-0340	Site Utilities	14,300.00	0.00	0.00	0.00	0.00	0.00	0.00%	14,300.00	0.00
01-0420	Refuse Removal Services	8,000.00	2,428.81	586.00	0.00	0.00	3,014.81	37.69%	4,985.19	301.48
01-5060	Temporary Sanitary Facilities	8,925.00	604.93	108.12	0.00	0.00	713.05	7.99%	8,211.95	71.31
01-8020	Site Security	14,500.00	7,237.68	356.00	0.00	0.00	7,593.68	52.37%	6,906.32	759.37
01-9000	Reimburseables	750.00	750.00	0.00	0.00	0.00	750.00	100.00%	0.00	75.00
02-0500	Demolition	23,245.22	23,245.22	0.00	0.00	0.00	23,245.22	100.00%	0.00	2,324.52
18-5000	Insurance	101,405.35	101,405.35	0.00	0.00	0.00	101,405.35	100.00%	0.00	10,140.54
19-0001	Construction Manager Fee - Design Pt	19,500.00	19,500.00	0.00	0.00	0.00	19,500.00	100.00%	0.00	1,950.00
19-0002	C/M Fee - Bidding Phase	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	100.00%	0.00	1,300.00
19-0003	C/M Fee - Construction Phase	91,000.00	18,200.00	0.00	0.00	0.00	18,200.00	20.00%	72,800.00	1,820.00
19-0004	C/M Fee - Closeout Phase	6,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,500.00	0.00
20-0002	Contaminated Soils Management	14,437.00	14,437.00	0.00	0.00	0.00	14,437.00	100.00%	0.00	1,443.70
20-0003	Additional CM Services	52,145.16	52,145.11	11,721.08	0.00	0.00	63,866.19	122.48%	-11,721.03	6,386.62
<b>Grand Totals</b>		<b>770,609.73</b>	<b>627,981.40</b>	<b>36,488.48</b>	<b>0.00</b>	<b>0.00</b>	<b>664,469.88</b>	<b>86.23%</b>	<b>106,139.85</b>	<b>66,447.01</b>

**PARTIAL WAIVER OF LIEN**

State of **ILLINOIS**

Gty# \_\_\_\_\_

County of **Will**

ISS

Escrow # \_\_\_\_\_

**TO WHOM IT MAY CONCERN:**

**WHEREAS** the undersigned has been employed by City Of Oakbrook Terrace  
to furnish General Construction  
for the premises known as Oakbrook Terrace PD & City Hall, ,  
of which City of Oakbrook Terrace is the owner.

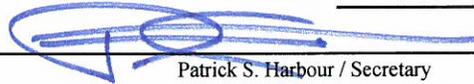
THE undersigned, for and in consideration of thirty-two thousand eight hundred thirty-nine and 63 / 100  
(\$32,839.63) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all  
lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises,  
and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to  
become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the  
above-described premises, INCLUDING EXTRAS.

DATE: March 10, 2015

COMPANY Harbour Contractors, Inc.

ADDRESS 23830 W. Main St., Plainfield, IL 60544

SIGNATURE AND TITLE \_\_\_\_\_



Patrick S. Harbour / Secretary

**CONTRACTOR'S AFFIDAVIT**

State of **ILLINOIS**

ISS

County of **Will**

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED, Patrick S. Harbour BEING DULY SWORN,  
DEPOSES AND SAYS THAT HE OR SHE IS Secretary OF  
Harbour Contractors, Inc. WHO IS THE CONTRACTOR FURNISHING  
General Construction WORK ON THE BUILDING LOCATED

AT Oakbrook Terrace PD & City Hall, ,

OWNED BY City of Oakbrook Terrace

That the total amount of the contract including extras is \$ 770,609.73 on which he or she has received payment of \$ 565,183.24  
prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to  
defect the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work  
and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or  
to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES AND ADDRESS	WHAT FOR	CONTRACT PRICE INC. EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of  
any kind done upon or in conjunction with said work other than above stated.

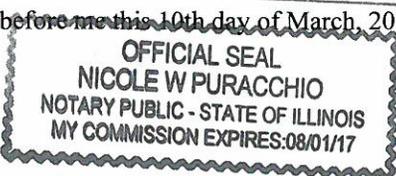
DATE: March 10, 2015

SIGNATURE \_\_\_\_\_



Patrick S. Harbour / Secretary

Subscribed and sworn to before me this 10th day of March, 2015



NOTARY PUBLIC



**Harbour Contractors, Inc.**  
**On-Site Representative Allowance**  
**Oakbrook Terrace PD & CH**  
**01/31/15-02/27/15**

<b>Position</b>	<b>Rate</b>	<b>Hours</b>	<b>Billing</b>
Project Executive	\$ 133.30	15.0	\$ 1,999.50
Senior Project Manager	\$ 111.06	89.0	\$ 9,884.34
Superintendent	\$ 111.06	104.0	\$ 11,550.24
Project Engineer	\$ 77.70		\$ -
Accountant	\$ 94.40	3.0	\$ 283.20
<b>On Site Representation Monthly Total</b>			<b>\$ 23,717.28</b>
Project Executive	\$ 133.30		\$ -
Senior Project Manager	\$ 111.06	43.0	\$ 4,775.58
Superintendent	\$ 111.06	40.0	\$ 4,442.40
Project Engineer	\$ 77.70	31.0	\$ 2,408.70
Accountant	\$ 94.40	1.0	\$ 94.40
Reimbursables			
<b>Additional CM Services</b>			<b>\$ 11,721.08</b>
Dumpster			\$ 586.00
Temporary Toilets			\$ 108.12
Construction Fencing			\$ 356.00

# HARBOR CONTRACTORS, INC.

BI-Weekly Timesheet

EMPLOYEE NAME: Chris Kozak

EMPLOYEE NUMBER: 43435

WEEK ENDING: 2/13/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	
			REG	OT															
00-0803	01-0100-02	VP OPS-Corporate Estimating	15	-	REG														
00-0803	01-0100-01	VP OPS - Operations	1	-	REG														
01-1204	01-0100	Oakbrook Terrace	1	-	REG														
01-1305	01-0260	Sandwich Police Station	26	-	REG														
00-2014	26-1406-02	J & R Dairy	4	-	REG														
00-2014	25-1410-02	US Silica - Pacific MO Plant Expa	25	-	REG														
00-2014	25-1304-03	Spartan Square Outlots	2	-	REG														
00-2014	26-1409-02	Range at 355	5	-	REG														
00-2014	26-1412-05	Neil Enterprises	3	-	REG														
00-2015	26-1502-01	Value Place Hotel	12	-	REG														
		Holiday	-	-	REG														
		Vacation	-	-	REG														
		Personal	-	-	REG														
		Sick	-	-	REG														
		TOTAL	94																

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Employee Signature

Supervisor Approval

# HARBOR CONTRACTORS, INC.

BI-Weekly Timesheet

EMPLOYEE NAME: Chris Kozak

EMPLOYEE NUMBER: 43435

WEEK ENDING: 2/27/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT 2/14	SUN 2/15	MON 2/16	TUE 2/17	WED 2/18	THU 2/19	FRI 2/20	SAT 2/21	SUN 2/22	MON 2/23	TUE 2/24	WED 2/25	THU 2/26	FRI 2/27
			REG	OT														
00-0803	01-0100-02	VP OPS-Corporate Estimating	16	-	REG		2	2	4		2			3			3	
01-1204	01-0100	Oakbrook Terrace	4	-	REG		2	2										
01-1305	01-0260	Sandwich Police Station	23	-	REG		2	2	6	6	2			1	2	1		4
00-2014	26-1406-02	J & R Dairy	1	-	REG										1			
00-2014	25-1410-02	US Silica - Pacific MO Plant Expa	20	-	REG		2	1	2	2	2			3	1	3	2	2
00-2014	25-1410-01	Peru Detention Facility	6	-	REG		4	2										
00-2014	25-1304-03	Spartan Square Outlots	12	-	REG										4	4	3	1
00-2014	25-1404-02	Dupage Hangar	2	-	REG						2							
00-2014	26-1404-01	Morris Hospital Parkign Lot	1	-	REG									1				
00-2014	25-1404-02	Dupage Hangar	-	-	REG													
00-2015	26-1501-05	W Capra Office	2	-	REG											1		1
00-2015	26-1502-02	Even Flow	4	-	REG									2	2			
		Holiday	-	-	REG													
		Vacation	-	-	REG													
		Personal	-	-	REG													
		Sick	-	-	REG													
			-	-	REG													
		<b>TOTAL</b>	<b>91</b>				<b>10</b>	<b>10</b>	<b>10</b>	<b>8</b>	<b>8</b>			<b>10</b>	<b>10</b>	<b>9</b>	<b>8</b>	<b>8</b>

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Employee Signature

Supervisor Approval



# HARBOR CONTRACTORS, INC.

Bi-Weekly Timesheet

EMPLOYEE NAME: Patrick S. Harbour

EMPLOYEE NUMBER: 36555

WEEK ENDING: 2/27/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	
			REG	OT															
		General Overhead	66	-	REG														
01-1201	01-0100	Romeoville Athletic Center	-	-	REG														
01-1203	01-0100	Romeoville Sitework	-	-	REG														
01-1204	01-0210	Oakbrook Terrace PD & CH	4	-	REG	1													
01-1205	01-0100	U.S. Silica	-	-	REG														
01-1204	TBD	Oakbrook Terrace Demo	-	-	REG														
01-1004	01-0200	PBC PD-12	5	-	REG														
01-1304	01-0100	US REIF - Former Kmart	-	-	REG														
01-1404	01-0100	Saturn AG	2	-	REG					1									
		Sales/Operations - Corp.	-	-	REG														
00-2014	26-1404-04	J&R Dairy	1	-	REG					1									
01-1403	01-0100	Knight E/A	2	-	REG					1									
		Holiday	-	-	REG														
		Vacation	-	-	REG														
		Personal	-	-	REG														
		Sick	-	-	REG														
			-	-	REG														
		<b>TOTAL</b>	<b>80</b>	<b>-</b>															

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Employee Signature

# HARBOR CONTRACTORS, INC.

BI-Weekly Timesheet

EMPLOYEE NAME: Al Zakariya

EMPLOYEE NUMBER: 95940

WEEK ENDING: 2/13/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT 1/31	SUN 2/1	MON 2/2	TUE 2/3	WED 2/4	THU 2/5	FRI 2/6	SAT 2/7	SUN 2/8	MON 2/9	TUE 2/10	WED 2/11	THU 2/12	FRI 2/13	
			REG	OT															
		Corporate Overhead																	
01-1204	01-0210	Project Manager	45				3	4	2	4	6			6	8	6	2		4
	20-0003	Toilet Accessories package																	
		Millwork bid package	3			2													1
		Lockers Bid Package	6							2	2			2					
		Paving bid package	6				2	2	2										
		Sealant bid ackage	1																1
		EIFS Bid Package	1			1													
		Ceramic Tile Bid Package	2				1												1
		Painting Bid Package	2				1												1
		Carpet/VCT Bid Package	2			2													
01-1305	01-0210	Project Manager	12					4							2	6			
		Holiday																	
		Vacation																	
		Personal																	
		Sick																	
		<b>TOTAL</b>	<b>80</b>			<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>			<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Employee Signature

Supervisor Approval

# HARBOR CONTRACTORS, INC.

Bi-Weekly Timesheet

EMPLOYEE NAME: Al Zakariya

EMPLOYEE NUMBER: 95940

WEEK ENDING: 2/27/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		REG	OT	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI			
			2/14	2/15			2/16	2/17	2/18	2/19	2/20	2/21	2/22	2/23	2/24	2/25	2/26	2/27					
		Corporate Overhead	-	-	-	-	REG																
01-1204	01-0210	Project Manager	44	-	44	-	REG		4	4	6	4	6		6	6	6	6			2		
	20-0003	Toilet Accessories package	-	-	-	-	REG																
		Windows	3	-	3	-	REG		1									1			1		
		Lockers Bid Package	2	-	2	-	REG				1					1							
		Paving bid package	3	-	3	-	REG		1								1						
		Sealant bid ackage	2	-	2	-	REG									1							
		EIFS Bid Package	1	-	1	-	REG				1												
		Ceramic Tile Bid Package	2	-	2	-	REG			1	1												
		Painting Bid Package	2	-	2	-	REG										2						
		Carpet/VCT Bid Package	5	-	5	-	REG									2				1	1	1	
01-1305	01-0210	Project Manager	8	-	8	-	REG					4										4	
		Holiday	-	-	-	-	REG																
		Vacation	-	-	-	-	REG																
		Personal	-	-	-	-	REG																
		Sick	8	-	8	-	REG															8	
		TOTAL	80	-	80	-	REG		8	8	8	8	8		8	8	8	8	8	8	8	8	8

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Employee Signature

Supervisor Approval











# HARBOR CONTRACTORS, INC.

Bi-Weekly Timesheet

EMPLOYEE NAME: Tom Woodcock

EMPLOYEE NUMBER: 93400

WEEK ENDING: 2/13/2015

JOB NUMBER	PHASE CODE	JOB NAME OR DESCRIPTION	HOURS		SAT 1/31	SUN 2/1	MON 2/2	TUE 2/3	WED 2/4	THU 2/5	FRI 2/6	SAT 2/7	SUN 2/8	MON 2/9	TUE 2/10	WED 2/11	THU 2/12	FRI 2/13
			REG	OT														
		Accounting	73	-			8	8	8	8	4			7	6	8	8	8
01-1203	01-0230	Romeoville Sitework																
01-1204	01-0230	Oakbrook Terrace	1								1							
01-1205	01-0230	US Silica																
01-1004	01-0230	PD-12																
01-1304	01-0230	Joliet Retail	2											1				
02-1401	01-0230	HEI																
01-1403	01-0230	Knight Office Remodel	3												2			
01-1404	01-0230	Saturn AG	1															
		Holiday																
		Vacation																
		Personal																
		Sick																
		<b>TOTAL</b>	<b>80</b>															

*Tom Woodcock*  
Employee Signature

Timesheets are due to the Payroll Department by 9:00AM Monday.

Please sign your timesheet and submit to your supervisor for approval.

Supervisor Approval



**Woodcock, Tom**

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**From:** Skiera, Dan  
**Sent:** Wednesday, February 11, 2015 12:25 PM  
**To:** Woodcock, Tom  
**Subject:** FW: Payment Receipt: 94481 Confirmation from FLOOD BROTHERS DISPOSAL

Tom

Another receipt from Flood Brothers for the dumpster I ordered today.

Thanks

Dan

---

**From:** FLOOD BROTHERS DISPOSAL [<mailto:dawn.mcfadden@floodbrothersdisposal.com>]  
**Sent:** Wednesday, February 11, 2015 12:07 PM  
**To:** Skiera, Dan  
**Subject:** Payment Receipt: 94481 Confirmation from FLOOD BROTHERS DISPOSAL

## FLOOD BROTHERS DISPOSAL

**Your Purchase has been approved**

This receipt confirms payment for your purchase from FLOOD BROTHERS DISPOSAL. This order will appear on your credit card statement as **FLOOD BROTHERS DISPOSAL**. To contact us, please send an e-mail to [dawn.mcfadden@floodbrothersdisposal.com](mailto:dawn.mcfadden@floodbrothersdisposal.com) or call 630-261-0400.

### Receipt

**Transaction Time:** Feb 11, 2015 01:06 PM  
**Gateway ID:** 61117  
**Receipt Number:** 1448024525.32A4  
**Sales Order Number:** 94481  
**Transaction Type:** eCommerce  
**Authorization Code:** 154794

### Billing Information

**Name:** POLICE STATION OAKBROOK TERRACE  
**Company (Optional):**

**Card Type:** AM  
**Card Number:** xxxxxxxxxxxx2001

### Order Details

Code	Quantity	Description	Unit Price	Subtotal
------	----------	-------------	------------	----------

01

1

Payment

586.00

586.00

**US Dollar Total**

**586.00**

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Federal Rent-A-Fence  
P.O. BOX 266  
WEST BERLIN, NJ 08091

Invoice No.	Invoice Date
277902	2/15/15

800-260-8301

To:  
HARBOUR CONSTRUCTION  
23830 W. MAIN STREET  
PLAINFIELD, IL 60544

Ship To:  
OAK BROOK POLICE DEPARTMENT  
17W 275 BUTTERFIELD  
OAK BROOK TERRACE, IL

Purchase Order Number	Date Ordered	Date Delivered	Account Number	Rental Period
VERBAL		2/15/15	39416	RENEWAL
Salesperson	Terms	Payment Due	Ordered By	
	Net 30 Days	3/17/15	DAN	
Item	Footage	Description	Unit Price	Amount
RENEW PERIOD  BALANCE		MONTHLY RENEWAL RENEWAL PERIOD: 2-15-15 THRU 3-15-15  BAL: 930' 6' CL, 24' 6' PA 4-6X24		356.00

HARBOUR

Subtotal	356.00
Sales Tax	
Freight	
Total Invoice Amount	\$356.00
Payment/Credit Applied	
<b>TOTAL DUE</b>	<b>\$356.00</b>