

MAR 10 2015

**ORDINANCE NO. 15-****AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF  
CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND TRIUMPH RESTORATION, INC. FOR SEALANTS  
(BID PACKAGE 07B) 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**, 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 Installation Labor and Materials for Sealants (Bid Package 07B) 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 Installation Labor and Materials for Sealants (Bid Package 07B) for the Project and determines that the requirements to be met and the means and methods to be used in installing the Sealants shall be by the submission of a satisfactory proposal in response to a request for proposals;

**WHEREAS**, the City solicited proposals for the Installation Labor and Materials for Sealants (Bid Package 07B) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

**WHEREAS**, Triumph Restoration, Inc. has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Triumph Restoration, Inc. for the Installation Labor and Materials for Sealants (Bid Package 07B) for the Project and that the City enter into Trade Contracts between the City and Triumph Restoration, Inc. for the Installation Labor and Materials for Sealants (Bid Package 07B) 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 Installation

Labor and Materials for Sealants (Bid Package 07B) 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 Triumph Restoration, Inc. for the Installation Labor and Materials for Sealants (Bid Package 07B) 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 Triumph Restoration, Inc. for the Installation Labor and Materials for Sealants (Bid Package 07B) 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 the Installation Labor and Materials for Sealants by Triumph Restoration, Inc.

**Section 4.** Provided further that Triumph Restoration, Inc. 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 Installation Labor and Materials for Sealants (Bid Package 07B) 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 Triumph Restoration, Inc. 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 \_\_\_\_ day of March 2015, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_\_ day of March 2015.

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

**ATTESTED** and filed in my office,  
this \_\_\_\_ day of March 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 – SEALANTS (BID PACKAGE 07B)**

TO: Triumph Restoration, Inc.  
18822 S. 82<sup>nd</sup> Ave  
Mokena, IL 60448

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

YOU ARE HEREBY NOTIFIED that Triumph Restoration, Inc. has been awarded a Contract in the amount of Twenty-Eight Thousand Six Hundred Forty Dollars And No/100, (\$28,640.00) subject to the furnishing of the proper bonds and insurance for Sealants (Bid Package 07B) 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 March 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 Triumph Restoration, Inc. this \_\_\_\_\_ day of March 2015.

Triumph Restoration, Inc.

\_\_\_\_\_  
By: Alice S. Watrobka, President

**Exhibit "B"**

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND TRIUMPH RESTORATION, INC. FOR SEALANTS (BID PACKAGE 07B) FOR THE NEW  
POLICE FACILITY AND RENOVATION OF CITY HALL**

**DRY-FIT**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**TRIUMPH RESTORATION, INC.**  
**for the furnishing of**  
**SEALANTS (Bid Package 07B)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**TRIUMPH RESTORATION, INC.**  
**for the furnishing of**  
**SEALANTS (Bid Package 07B)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**TRIUMPH RESTORATION, INC.**  
**for the furnishing of**  
**SEALANTS (Bid Package 07B)**  
**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 TRIUMPH RESTORATION, INC., 18822 S 82<sup>nd</sup> Ave, Mokena Illinois 60448 hereinafter referred to as the "Trade Contractor," for the furnishing of SEALANTS (Bid Package 07B) 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	\$19,840.00
City Hall Renovation	<u>\$ 8,800.00</u>
Total	\$28,640.00

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:

Triumph Restoration, Inc.  
18822 S 82<sup>nd</sup> Ave  
Mokena, Illinois 60448  
Attn: Alice S. Watrobka, 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.

**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 March 2015.

Contractor: TRIUMPH RESTORATION, INC.

By \_\_\_\_\_  
Alice S. Watrobka, President

ATTEST:

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

Executed by the City, this \_\_\_\_ day of March 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: TRIUMPH RESTORATION, INC.

By \_\_\_\_\_  
Alice S. Watrobka, President

Contract  
NOA ✓

LOI 3/24



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

**PROPOSAL PACKAGE AWARD  
RECOMMENDATION**

**PROPOSAL PACKAGE:  
BP07B Sealants**

**Project: Oakbrook Terrace  
Police Facility & City Hall Renovation**

**Project No: 01-1204**

**Date: 2/19/2015**

Proposal Package #	Proposal Package	Line Item Budget
BP07B	Sealants - Police Facility	\$36,777.74
	Sealants - City Hall	\$6,411.59
<b>Total Award Package Budget</b>		<b>\$ 43,189.33</b>

Recommended Trade Contractor	Recommended Award Amount
<b>Triumph Restoration</b>	
BP07B - Sealants, Police Facility	\$19,840.00
BP07B Sealants, City Hall	\$8,800.00
<b>Total Proposal Amount</b>	<b>\$ 28,640.00</b>
-33.69% <b>Total Budget Overrun/(Savings)</b>	<b>\$ (14,549.33)</b>

Additional Trade Contract Proposals	Proposal Amounts
<b>Architectual Sealants</b>	
BP07B Sealants, Police Facility	\$33,000.00
BP07B Sealants, City Hall	\$9,800.00
<b>Total Proposal Amount</b>	<b>\$ 42,800.00</b>
<b>Total Budget Overrun/(Savings)</b>	<b>\$ (389.33)</b>
<b>TNA Sealants</b>	
BP07B Sealants, Police Facility	\$56,000.00
BP07B Sealants, City Hall	\$10,800.00
<b>Total Proposal Amount</b>	<b>\$ 66,800.00</b>
<b>Total Budget Overrun/(Savings)</b>	<b>\$ 23,610.67</b>

Additional Trade Contractors	
IWS Sealants- No Bid	
All Sealants- No Bid	

Potential Value Engineering Considerations (To be reviewed with Design Consultants)	
1	
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.



**PROPOSAL FORM**  
**Oakbrook Terrace Police Facility & City**  
**Hall Renovation**

**PROPOSAL PACKAGE 07B Sealants**

**Trade Contractor Information**

Company Name Triumph Restoration, Inc.  
 Company Address 18822 S 82nd Ave. Mokena, IL. 60448  
 Company President Alice S Watrobka

*Contact Information regarding questions on proposal*

Estimator Name **Jim DeBickero** Title **Estimator**  
 Phone Number **815-469-0110** E-mail Address [jim@triumphrestoration.com](mailto:jim@triumphrestoration.com)  
 Fax Number **815-469-4122**

**Proposal Amounts**

<b>Base Proposal - Police Facility</b>	19,840.00
<b>Alternate 1 - City Hall Renovations</b>	8,800.00
<b>Total Proposal Amount</b>	<b>\$ 28,640.00</b>

**Supplemental Information**

Number of calendar days to complete submittals after notice of award **5 Man Days**  
 Number of calendar days to for material fabrication & delivery after approved submittals **5 Man Days**  
 Total Estimate Field Man Hours **232**

**Completion Checklist**

Date Completed **2/19/15**

Contractors Certification Executed and Included **Yes**

Reviewed and Accepted Instructions for Trade Contract Proposals **YES**

Reviewed and Accepted Trade Contractor Scope of Work **YES**

Reviewed and Accepted Project Schedule **YES**

Reviewed and Accepted Contract Document Log **YES**

Reviewed and Accepted General Conditions and Special Provisions **YES**

Reviewed and Accepted Contract Terms **YES**

Cost for Payment & Performance Bond Included  (Required if Proposal Exceeds \$50,000.00)

Sales Taxes Excluded per public project requirements **YES**

Proposal includes Prevailing Wage Labor **YES**

**Voluntary Alternates**

	Description	Price
1	NONE	
2		
3		
4		
5		
6		

**Unit Prices**

	Item	Unit of Measure	Price
1	NONE		
2			
3			
4			
5			
6			

February 19, 2015

**Proposal**

Re: Oakbrook Terrace Police Facility and  
City Hall Renovations  
TRI Ref: P15-128.R1

Please accept our proposal as follows:

Provide labor, equipment and material to caulk the following items **only** as shown and/or detailed on Architectural and Civil Drawing Sheets dated May 15, 2014, Addendum #1 and Spec Section 079200, as prepared by Williams Architects:

**Exterior:**

1. Sidewalk, slab to building
2. Hollow metal doorframe
3. Masonry control joints
4. Bollard
5. Column bases to sidewalk
6. Stone to stone control joints
7. Stone coping and sill butt joints
8. Overhead door tracks
9. Masonry trash, HVAC, generator, enclosures and monument sign

**Interior:**

1. Tops of masonry partitions
2. Masonry to masonry control joints
3. Hollow metal doorframes in masonry
4. Security sealants in cell areas
5. Gypsum window returns
6. Windowsills to window
7. Lavatory fixtures and backsplashes

<b>City Hall Bid Amount:</b>	<b>\$8,800.00</b>
<b>Police Station Bid Amount:</b>	<b>\$19,840.00</b>

**Notes on page two are additional conditions of this proposal**



**Notes:**

1. Excessive joint sizes may result in additional charges.
2. The scope of this proposal is strictly limited to the items listed above. No assumptions as to the architect's intent relating to the scope of work have been made.
3. Prices quoted are valid for thirty (30) days from the above bid date.
4. This proposal includes only the insurance indicated per the attached "for information only" Certificate of Insurance. Any additional insurance requirements will be at an additional charge.
5. Any special scaffolding or rigging required above and beyond normal OSHA guidelines will be invoiced separately.
6. Unless noted above, proposal based on manufacturer standard sealant colors.
7. **Our proposal specifically excludes:**
  - Aluminum soffits or fascia
  - Site work beyond building perimeters
  - Stone to stone or stone to masonry unless noted above
  - EIFS
  - Lintels
  - Intersecting masonry walls
  - Acoustical sealants
  - Metal copings
  - Flashings or roof items
  - Aluminum windows
  - Store fronts & curtainwalls exterior or interior except as noted above
  - Compressible fillers
  - Pre-compressed foam sealant
  - Preformed expansion joint assemblies
  - Slab on grade sealants,
  - Fire rated sealants or accessories
  - Wall or floor penetrations
  - Ceramic, quarry tile, terrazzo base, floors or walls
  - Gypsum board assemblies
  - Hollow metal frames in gypsum
  - Other joints not specifically detailed on the drawings to receive caulking/sealants

Respectfully submitted,  
Triumph Restoration, Inc.



Jim DeBickero  
JD/rr  
enclosure

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Alice S. Watrobka, hereby certify that I am the President of Triumph Restoration, Inc., and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
      - a. Abide by the terms of the statement;
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: February 19, 2015, ~~2014~~

Contractor: Triumph Restoration, Inc.

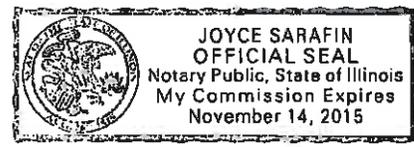
By:   
Alice S. Watrobka, President

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF Will            )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Alice S. Watrobka, known to me to be the President of Triumph Restoration, Inc. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of Triumph Restoration, Inc.

Dated: February 19, 2014

  
Notary Public



**PROPOSAL PACKAGE 07B Sealants****Trade Contractor Information**

Company Name **Architectural Sealants, Inc.**  
Company Address **9232 Gulfstream Road, Unit B, Frankfort, IL 60423**  
Company President **Tom Best**

*Contact Information regarding questions on proposal*

Estimator Name **Tony Lizzo**

Title **Estimator**

Phone Number **815-464-5280**

E-mail Address **[tony@architecturalsealants.com](mailto:tony@architecturalsealants.com)**

Fax Number **815-464-5086**

**Proposal Amounts**

<b>Base Proposal - Police Facility</b>	<b>33000</b>
<b>Alternate 1 - City Hall Renovations</b>	<b>9800</b>
<b>Total Proposal Amount</b>	<b>\$ 42,800.00</b>

**Supplemental Information**

Number of calendar days to complete submittals after notice of award

Number of calendar days to for material fabrication & delivery after approved submittals

Total Estimate Field Man Hours

**Completion Checklist**

Date Completed

Contractors Certification Executed and Included

Reviewed and Accepted Instructions for Trade Contract Proposals

Reviewed and Accepted Trade Contractor Scope of Work

Reviewed and Accepted Project Schedule

Reviewed and Accepted Contract Document Log

Reviewed and Accepted General Conditions and Special Provisions

Reviewed and Accepted Contract Terms

Cost for Payment & Performance Bond Included

(Required if Proposal Exceeds \$50,000.00)

Sales Taxes Excluded per public project requirements

Proposal includes Prevailing Wage Labor

**Voluntary Alternates**

	Description	Price
1		
2		
3		
4		
5		
6		

**Unit Prices**

	Item	Unit of Measure	Price
1	Exterior urethane sealant	linear foot	3.45
2	Interior latex sealant	linear foot	3.38
3	Interior security sealant	linear foot	4.15
4	Interior sanitary sealant	linear foot	3.25
5			
6			



Harbour Contractors, Inc.  
 23830 W. Main Street  
 Plainfield, IL 60544

Proposal	
Date	Proposal #
2/16/2015	5747

**Project: Oakbrook Terrace**

Please find the following proposal outlining scope of work.

**Police Facility**

Caulk the following joints:

- 1) Control joints in concrete slab on grade of generator enclosure per detail 16 on AS0.2.
- 2) Concrete slab on grade to masonry wall base joints at trash and generator enclosures per detail 16 & 17 on S2.0.
- 3) Joints in concrete slab on grade at overhead door bays per detail 6 on S2.1.
- 4) Vertical control joints in exterior brick/EIFS per detail 13 on A1.2. Also, interior side of exterior vertical masonry control joints.
- 5) Overhead door jambs to exterior per details 10 & 15 on A1.2.
- 6) Exterior plaster soffit control joints and perimeter to dissimilar joints per detail 2 on A6.1.
- 7) Wood frames window perimeters to exterior walls per details 3 & 4 on A6.1.
- 8) Moveable partition head to gypsum board and jambs to storage pocket walls per details 6 & 11 on A1.2.
- 9) Vertical control joints, vents, fixtures, doors/windows in CMU walls with security sealant at the following rooms: 164, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177.
- 10) Vertical control joints in other CMU demising walls not requiring a security sealant.
- 11) Hollow metal door and lite frames in CMU demising walls not requiring security sealant.
- 12) Hollow metal door and lite frames in gypsum board walls.
- 13) Lavatory fixtures in non-security areas.

Total..... 33,000.00

continued

**City Hall Facility**

After 90 days this proposal may have to be adjusted for labor and/or material price increases.



Harbour Contractors, Inc.  
 23830 W. Main Street  
 Plainfield, IL 60544

Proposal	
Date	Proposal #
2/16/2015	5747

**Project: Oakbrook Terrace**

Caulk the following joints:

- 1) New wood window frames to exterior walls.
- 2) Hollow metal door frames in masonry shell walls.
- 3) Vertical control joints in exterior brick.
- 4) Exterior plaster soffit control joints and perimeter to dissimilar joints.
- 5) Hollow metal door and lite frames to gypsum board walls.
- 6) Lavatory fixtures.

Add..... 9,800.00

Exterior joints caulked using urethane sealant. Security area joints caulked with Dynapoxy. Other interior joints caulked with latex sealant. Lavatory fixtures caulked using mildew resistant sealant. Standard sealant color portfolio choices throughout.

Regards,

Tony Lizzo  
 Architectural Sealants, Inc.

After 90 days this proposal may have to be adjusted for labor and/or material price increases.

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Tom Best, hereby certify that I am the President of Architectural Sealants Inc. and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition;
- (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:

a. Abide by the terms of the statement;

b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 2-16, 2014 ~~2015~~

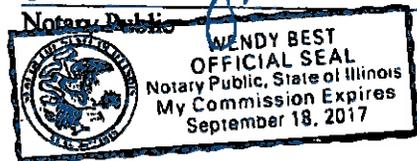
Contractor: Architectural Sealants Inc.

By: Thomas Best  
[Signature], President

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Will )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that THOMAS BEST, known to me to be the President of ARCHITECTURAL SEALANTS INC appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of ARCHITECTURAL SEALANTS INC.

Dated: 2/16, 2014 ~~2015~~

Wendy Best  
Notary Public  




**PROPOSAL FORM**  
**Oakbrook Terrace Police Facility & City Hall Renovation**

**PROPOSAL PACKAGE 07B Sealants**

**Trade Contractor Information**

Company Name TNA Sealants, Inc.  
 Company Address 29W170 Butterfield Road #103, Warrenville, IL 60555  
 Company President Thomas I. Henson

*Contact Information regarding questions on proposal*

Estimator Name **Tom Henson** Title **President**  
 Phone Number **630-393-2002** E-mail Address [thenson@tnasealants.com](mailto:thenson@tnasealants.com)  
 Fax Number **630-393-2004**

**Proposal Amounts**

<b>Base Proposal - Police Facility</b>	\$56,000.00
<b>Alternate 1 - City Hall Renovations</b>	\$10,800.00
<b>Total Proposal Amount</b>	<b>\$ 66,800.00</b>

**Supplemental Information**

Number of calendar days to complete submittals after notice of award	<b>14</b>
Number of calendar days to for material fabrication & delivery after approved submittals	<b>14</b>
Total Estimate Field Man Hours	<b>540</b>

**Completion Checklist**

Date Completed	<b>2/6/20145</b>	
Contractors Certification Executed and Included	<b>No</b>	
Reviewed and Accepted Instructions for Trade Contract Proposals	<b>Yes</b>	
Reviewed and Accepted Trade Contractor Scope of Work	<b>Yes</b>	
Reviewed and Accepted Project Schedule	<b>Yes</b>	
Reviewed and Accepted Contract Document Log	<b>Yes</b>	
Reviewed and Accepted General Conditions and Special Provisions	<b>Yes</b>	
Reviewed and Accepted Contract Terms	<b>Yes</b>	
Cost for Payment & Performance Bond Included	<b>Yes</b>	(Required if Proposal Exceeds \$50,000.00)
Sales Taxes Excluded per public project requirements	<b>Yes</b>	
Proposal includes Prevailing Wage Labor	<b>Yes</b>	

**Voluntary Alternates**

	Description	Price
1		
2		
3		
4		
5		
6		

**Unit Prices**

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Thomas I. Henson hereby certify that I am the President of TNA Sealants, Inc., and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
      - a. Abide by the terms of the statement;
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 2/6/2015, ~~2014~~

Contractor: TNA Sealants, Inc.

By: [Signature]

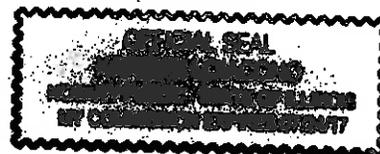
Thomas I. Henson, President

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF DuPage        )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Thomas I. Henson, known to me to be the President of TNA Sealants, Inc. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of TNA Sealants, Inc.

Dated: 2.6.15, 2014

Karen K. Lozano  
Notary Public



MAR 10 2015

**ORDINANCE NO. 15-**

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF  
CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND LPS PAVEMENT COMPANY FOR PERMEABLE PAVEMENT  
(BID PACKAGE 02E) 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**, 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 Installation Labor and Materials for Permeable Pavement (Bid Package 02E) 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 Installation Labor and Materials for Permeable Pavement (Bid Package 02E) for the Project and determines that the requirements to be met and the means and methods to be used in installing the Permeable Pavement shall be by the submission of a satisfactory proposal in response to a request for proposals;

**WHEREAS**, the City solicited proposals for the Installation Labor and Materials for Permeable Pavement (Bid Package 02E) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

**WHEREAS**, LPS Pavement Company has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with LPS Pavement Company for the Installation Labor and Materials for Permeable Pavement (Bid Package 02E) for the Project and that the City enter into Trade Contracts between the City and LPS Pavement Company for the Installation Labor and Materials for Permeable Pavement (Bid Package 02E) 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 Installation

Labor and Materials for Permeable Pavement (Bid Package 02E) 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 LPS Pavement Company for the Installation Labor and Materials for Permeable Pavement (Bid Package 02E) 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 LPS Pavement Company for the Installation Labor and Materials for Permeable Pavement (Bid Package 02E) 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 the Installation Labor and Materials for Permeable Pavement by LPS Pavement Company.

**Section 4.** Provided further that LPS Pavement Company 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 Installation Labor and Materials for Permeable Pavement (Bid Package 02E) 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 LPS Pavement Company 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 \_\_\_\_ day of March 2015, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_\_ day of March 2015.

---

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

**ATTESTED** and filed in my office,  
this \_\_\_\_ day of March 2015.

---

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

**Exhibit "A"**  
**CITY OF OAKBROOK TERRACE, ILLINOIS,**  
**NOTICE OF AWARD – TRADE CONTRACT – PERMEABLE PAVEMENT (BID PACKAGE**  
**02E)**

TO: LPS Pavement Company  
67 Stonehill Road  
Oswego, IL 60543

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

YOU ARE HEREBY NOTIFIED that LPS Pavement Company has been awarded a Contract in the amount Forty-Five Thousand Five Hundred Dollars And No/100, (\$45,500.00) subject to the furnishing of the proper bonds and insurance for Permeable Pavement (Bid Package 02E) 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 March 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 LPS Pavement Company this \_\_\_\_\_ day of March 2015.

LPS Pavement Company

\_\_\_\_\_  
By: Brian Simmons, President

**Exhibit "B"**

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND LPS PAVEMENT COMPANY FOR PERMEABLE PAVEMENT (BID PACKAGE 02E)  
FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**LPS PAVEMENT COMPANY**  
**for the furnishing of**  
**PERMEABLE PAVEMENT (Bid Package 02E)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**LPS PAVEMENT COMPANY**  
**for the furnishing of**  
**PERMEABLE PAVEMENT (Bid Package 02E)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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**PROPOSAL**

**GENERAL CONDITIONS**

**SPECIAL PROVISIONS**

**SPECIFICATIONS**

**DRAWINGS**

**SCOPE OF WORK**

**CONTRACTOR'S CERTIFICATION**

**CONTRACT BOND**

**BASELINE PROJECT SCHEDULE**

**PROJECT PHASING PLAN**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**LPS PAVEMENT COMPANY**  
**for the furnishing of**  
**PERMEABLE PAVEMENT (Bid Package 02E)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

---

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 LPS PAVEMENT COMPANY, 67 Stonehill Road, Oswego Illinois 60543 hereinafter referred to as the "Trade Contractor," for the furnishing of PERMEABLE PAVEMENT (Bid Package 02E) 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	\$45,500.00
Total	\$45,500.00

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:

LPS Pavement Company  
67 Stonehill Road  
Oswego, Illinois 60543  
Attn: Brian Simmons, 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.

**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 March 2015.

Contractor: LPS PAVEMENT COMPANY

By \_\_\_\_\_  
Brian Simmons, President

ATTEST:

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

Executed by the City, this \_\_\_\_ day of March 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: LPS PAVEMENT COMPANY

By \_\_\_\_\_  
Brian Simmons, President

*Contractor NOW*

*LOI ✓ 3/24*



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

**PROPOSAL PACKAGE AWARD  
 RECOMMENDATION**

**Project: Oakbrook Terrace  
 Police Facility & City Hall Renovation**  
**Project No: 01-1204**  
**Date: 2/19/2015**

**PROPOSAL PACKAGE:  
 BP02E - Permeable Pavement**

Proposal Package #	Proposal Package	Line Item Budget
BP02E	Permeable Pavement - Police Facility	\$46,944.00
	N/A - City Hall	\$0.00
<b>Total Award Package Budget</b>		<b>\$ 46,944.00</b>

Recommended Trade Contractor	Recommended Award Amount	
<b>LPS Pavement</b>		
BP02E - Permeable Pavement - Police Facility	\$45,500.00	
N/A - City Hall	\$0.00	
<b>Total Proposal Amount</b>		<b>\$ 45,500.00</b>
-3.08%	<b>Total Budget Overrun/(Savings)</b>	<b>\$ (1,444.00)</b>

Additional Trade Contract Proposals	Proposal Amounts	
<b>C.R. Schmidt</b>		
BP02E - Permeable Pavement - Police Facility	\$52,650.00	
N/A - City Hall	\$0.00	
<b>Total Proposal Amount</b>		<b>\$ 52,650.00</b>
<b>Total Budget Overrun/(Savings)</b>		<b>\$ 5,706.00</b>

Additional Trade Contract Proposals	Proposal Amounts	
<b>Classic Landscaping</b>		
BP02E - Permeable Pavement - Police Facility	\$104,000.00	
N/A - City Hall	\$0.00	
<b>Total Proposal Amount</b>		<b>\$ 104,000.00</b>
<b>Total Budget Overrun/(Savings)</b>		<b>\$ 57,056.00</b>

Additional Trade Contractors	Amount
Briar Patch	\$ 164,968.00

Potential Value Engineering Considerations (To be reviewed with Design Consultants)	
1	
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.

**PROPOSAL PACKAGE 02E-PERMEABLE PAVERS PAVING**

**Trade Contractor Information**

Company Name LPS Pavement Company  
 Company Address 67 Stonehill Road Oswego, IL 60543  
 Company President Brian Simmons

*Contact information regarding questions on proposal*

Estimator Name Derek Schneider Title Estimator  
 Phone Number 630-551-2100 E-mail Address derek@lpspave.com  
 Fax Number 630-551-2105

**Proposal Amounts**

Base Proposal - Police Facility	<u>\$45,500.00</u>	(Per phasing Plan Phase one only)
City Hall Renovations	<u>N/A</u>	(Per Phase two and three)
<b>Total Proposal Amount</b>	<b><u>\$ 45,500.00</u></b>	

**Supplemental Information**

Number of calendar days to complete submittals after notice of award 21  
 Number of calendar days to for material fabrication & delivery after approved submittals 28  
 Total Estimate Field Man Hours 128

**Completion Checklist**

- Date Completed 01-09-2015
- Contractors Certification Executed and Included
  - Reviewed and Accepted Instructions for Trade Contract Proposals
  - Reviewed and Accepted Trade Contractor Scope of Work
  - Reviewed and Accepted Project Schedule
  - Reviewed and Accepted Contract Document Log
  - Reviewed and Accepted General Conditions and Special Provisions
  - Reviewed and Accepted Contract Terms
  - Cost for Payment & Performance Bond Included N/A (Required if Proposal Exceeds \$50,000.00)
  - Sales Taxes Excluded per public project requirements
  - Proposal includes Prevailing Wage Labor

**Voluntary Alternates**

	Description	Price
1		
2		
3		
4		
5		
6		

**Unit Prices**

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			

# LPS PAVEMENT CO.

67 Stonehill Road  
Oswego, IL 60543

Telephone: (800) 232-1770  
(630) 551-2100  
Fax: (630) 551-2105

## QUOTATION

PROPOSAL SUBMITTED TO <b>Harbour Contractors</b>	PHONE	DATE <b>1/9/2015</b>
STREET	JOB NAME <b>Oakbrook Terrace Police Station</b>	
CITY, STATE, AND ZIP CODE	JOB LOCATION <b>Chicago, IL</b>	
ATTN <b>Dan Skiera</b>	OTHER <b>Based on 11,030 SF</b>	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR:

LPS Pavement Company will provide the following Labor and Materials:

Furnish and installation of 2" CA-16 setting bed.

Furnish and installation of Unilock permeable concrete paver field, standard finish & color, mechanical pattern, with Eco-Priora soldier course border.

Sawcutting of pavers as required for proper installation.

Furnish and installation of CA-16 stone chip void filler.

Other Provisions or Exclusions:

Permeable stone base courses (CA-7 & CA-1) to be furnished and installed by others to proper grade and compaction.

Concrete curbs, aprons, sidewalks, and edge restraint of any type to be furnished and installed by others to proper elevations.

Landscaping and finish grading to be provided by others.

Layout and elevations to be provided by others.

Access to be provided by others (traffic control).

Price excludes sales tax on materials.

Price is based on project completion in 2015.

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS

For the sum of: **Forty-Five Thousand Five Hundred and 00/100 Dollars (\$45,500.00)**

Payment to be made as follows: **Payment will be made within Thirty (30) days of this invoice. A 1.5% service charge will be added to all past due accounts each month.**

All material guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our Workers are fully covered by Workmen's Compensation Insurance. In the event LPS Pavement Co. is forced into litigation prompted by non-payment of contract, LPS Pavement Co. shall be entitled to full reimbursement of contract plus interest and all reasonable legal expenses.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be withdrawn  
by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL

The above prices, specification, and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Brian Simmons, hereby certify that I am the President of LPS Pavement Company, and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
      - a. Abide by the terms of the statement;
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 12/23, 2014

Contractor: LPS Pavement Company

By: *Brian Simmons*

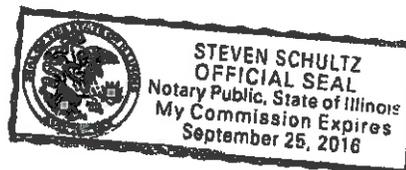
Brian Simmons, President

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Kendall )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Brian Simmons, known to me to be the President of LPS Pavement Company appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of President.

Dated: 12/23, 2014

*Steven Schultz*  
Notary Public





**PROPOSAL FORM**  
**Oakbrook Terrace Police Facility & City Hall Renovation**

**PROPOSAL PACKAGE 02E-PERMEABLE PAVERS PAVING**

**Trade Contractor Information**

Company Name C.R Schmidt, Inc.  
 Company Address 29W030 Main St., Ste. 201A  
 Company President Olivia Lockett  
*Contact Information regarding questions on proposal*

Estimator Name Dennis Organ Title Estimator  
 Phone Number 630.293.5885 E-mail Address dennis@crschmidt.com  
 Fax Number 630.293.7030

**Proposal Amounts**

<b>Base Proposal - Police Facility</b>	<u>52,650.00</u>	<b>(Per phasing Plan Phase one only)</b>
<b>City Hall Renovations</b>	<u>N/A</u>	<b>(Per Phase two and three)</b>
<b>Total Proposal Amount</b>	<b>\$ 52,650.00</b>	

**Supplemental Information**

Number of calendar days to complete submittals after notice of award 2  
 Number of calendar days to for material fabrication & delivery after approved submittals 6 weeks  
 Total Estimate Field Man Hours 120

**Completion Checklist**

Date Completed 1.8.15

Contractors Certification Executed and Included yes

Reviewed and Accepted Instructions for Trade Contract Proposals yes

Reviewed and Accepted Trade Contractor Scope of Work yes

Reviewed and Accepted Project Schedule yes

Reviewed and Accepted Contract Document Log yes

Reviewed and Accepted General Conditions and Special Provisions yes

Reviewed and Accepted Contract Terms yes

Cost for Payment & Performance Bond Included \$1500.00 (Required if Proposal Exceeds \$50,000.00)

Sales Taxes Excluded per public project requirements yes

Proposal includes Prevailing Wage Labor yes

**Voluntary Alternates**

	Description	Price
1		
2		
3		
4		
5		
6		

**Unit Prices**

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			



Date: 1/8/2015

PROPOSAL #: 2665

Revision #: 1

Submitted To:

Harbour Contractors, inc.  
23830 W. Main St.  
Plainfield, IL 60544  
815.254.5500  
Dan Skiera

CRS Contact: John Lockett  
CRS Email: john@crschmidt.com

CRS Estimator: Dennis Organ  
Est. Email: dennis@crschmidt.com

dskiera@harbour-cm.com

Project: Oakbrook Terrace Police Station

Location: Oakbrook Terrace

Bid Items: Permeable Pavers

Scope of Work Contractor shall furnish and install hardscape(s) as follows.

1.5" CA16 Setting Bed

Unilock Eco-Optiloc in a standard color with standard finish

Unilock 5"x10" Eco-Priora in a stock color with standard finish

Mechanically laid Eco-Optiloc with a Eco-Priora soldier course border

CA16 swept joints

Exclusions Contractor EXCLUDES items as follows.

Excavation

Aggregate base course

Sales tax

Project Specific Notes/Options

Bid per sheets C4 and C9 dated 5.15.14 and specs

Addendum 1 has been received and acknowledged

\*\*Proposal is based on Unilock Eco Optiloc pavers in lieu of Ecoloc pavers

\*\*\*Ecoloc pavers are not ADA compliant

Pricing Schedule

	<u>Qty</u>	<u>Unit Price</u>	<u>Price Ext.</u>
Permeable Pavers /SF	11,000	\$4.65	\$51,150.00
P&P Bond	1	####	\$1,500.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>ITEM TOTAL</b>			<b><u>\$52,650.00</u></b>

29W030 MAIN STREET  
Suite 201A  
WARRENVILLE, IL 60555  
PHONE: 630.293.5885  
FAX: 630.293.7030  
EMAIL: info@crschmidt.com  
WEB: www.crschmidt.com



PROPOSAL #.: 2665

Revision 1

Revision Notes

Rev #1 - No change to plans, added P&P bond to proposal

Standard Notes & Language

- C.R. Schmidt, Inc. is a certified WBE/FBE firm with the State of Illinois CMS.
- Pricing is valid for 30 days from issuance.
- Pricing is valid for year in which it was issued unless noted otherwise.
- Bonds and permits are not included unless noted otherwise.
- Final grading of surfaces prepared by others is not included.
- Traffic and pedestrian control are not included.
- Geotechnical, soil and aggregate testing and surveying are not included.
- Temporary and permanent fencing is not included. Sleeves for future posts must be coordinated with CRS at time of retaining wall installation.
- Retaining wall backfill will be placed in reinforced zone only and 12" below the top of cap elevation. No additional backfilling is included.
- Dewatering of saturated work areas is not included.
- Winter work is explicitly excluded from all types of hardscape work.

IN WITNESS WHEREOF, the parties hereto have caused this proposal to become effective as of the date indicated below.

Harbour Contractors, inc.

C.R. Schmidt, Inc.

*Olivia Lockett*

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

By: Olivia Lockett

Name: \_\_\_\_\_

Position: President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

29W030 MAIN STREET  
 Suite 201A  
 WARRENVILLE, IL 60555  
 PHONE: 630.293.5885  
 FAX: 630.293.7030  
 EMAIL: [info@crschmidt.com](mailto:info@crschmidt.com)  
 WEB: [www.crschmidt.com](http://www.crschmidt.com)

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Olivia Lockett, hereby certify that I am the President of C.R. Schmidt, Inc., and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
      - a. Abide by the terms of the statement;
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: January 8th, 2014/5

Contractor: C.R. Schmidt, Inc.

By: 

Olivia Lockett, President

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF DuPage        )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Olivia Lockett, known to me to be the President of C.R. Schmidt, Inc. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of C.R> Schmidt, Inc.

Dated: January 8th, 2014/5

  
Notary Public





**PROPOSAL FORM**  
Oakbrook Terrace Police Facility & City Hall Renovation

**PROPOSAL PACKAGE 02E-PERMEABLE PAVERS PAVING**

**Trade Contractor Information**

Company Name Classic Landscape Ltd  
 Company Address 30471 Paulis Rd West Chicago IL 60185  
 Company President JEFF MUND

Contact information regarding questions on proposal

Estimator Name Keith Mund Title \_\_\_\_\_  
 Phone Number 630.513.1313 E-mail Address klund@Classiclandscape.com  
 Fax Number 630.513.9444

**Proposal Amounts**

Base Proposal - Police Facility 104,000 (Per phasing Plan Phase one only)  
 City Hall Renovations N/A (Per Phase two and three)  
 Total Proposal Amount \$ 104,000

**Supplemental information**

Number of calendar days to complete submittals after notice of award 14  
 Number of calendar days to for material fabrication & delivery after approved submittals 7  
 Total Estimate Field Man Hours 640

**Completion Checklist**

Date Completed 2/16/15

Contractors Certification Executed and Included Yes

Reviewed and Accepted Instructions for Trade Contract Proposals Yes

Reviewed and Accepted Trade Contractor Scope of Work Yes

Reviewed and Accepted Project Schedule Yes

Reviewed and Accepted Contract Document Log Yes

Reviewed and Accepted General Conditions and Special Provisions Yes

Reviewed and Accepted Contract Terms Yes

Cost for Payment & Performance Bond Included No (Required if Proposal Exceeds \$50,000.00)

Sales Taxes Excluded per public project requirements Yes

Proposal includes Prevailing Wage Labor Yes

**Voluntary Alternates**

	Description	Price
1		
2		
3		
4		
5		
6		

**Unit Prices**

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Jeff Hund, hereby certify that I am the President of Classic Equine Supply LTD and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
      - a. Abide by the terms of the statement;
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 2/1/, 2015

Contractor: Classic Landscape LTD

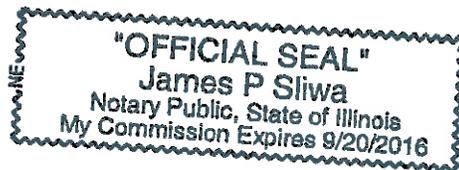
By: Jeff Hurd  
Jeff Hurd, President

STATE OF ILLINOIS )  
) ss.  
COUNTY OF DuPage )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Jeff Hurd, known to me to be the President of Classic Landscape LTD appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of Classic Landscape LTD.

Dated: 2/1, 2015

James P Sliwa  
Notary Public



**ORDINANCE NO. 15-**

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND OOSTERBAAN & SONS CO. FOR PAINTING AND WALLCOVERING (BID PACKAGE 09H) 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**, 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 Installation Labor and Materials for Painting And Wallcovering (Bid Package 09H) 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 Installation Labor and Materials for Painting And Wallcovering (Bid Package 09H) for the Project and determines that the requirements to be met and the means and methods to be used in installing the Painting And Wallcovering shall be by the submission of a satisfactory proposal in response to a request for proposals;

**WHEREAS**, the City solicited proposals for the Installation Labor and Materials for Painting And Wallcovering (Bid Package 09H) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

**WHEREAS**, Oosterbaan & Sons Co. has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Oosterbaan & Sons Co. for the Installation Labor and Materials for Painting And Wallcovering (Bid Package 09H) for the Project and that the City enter into Trade Contracts between the City and Oosterbaan & Sons Co. for the Installation Labor and Materials for Painting And Wallcovering (Bid Package 09H) 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 Installation Labor and Materials for Painting And Wallcovering (Bid Package 09H) 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 Oosterbaan & Sons Co. for the Installation Labor and Materials for Painting And Wallcovering (Bid Package 09H) 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 Oosterbaan & Sons Co. for the Installation Labor and Materials for Painting And Wallcovering (Bid Package 09H) 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 the Installation Labor and Materials for Painting And Wallcovering by Oosterbaan & Sons Co.

**Section 4.** Provided further that Oosterbaan & Sons Co. 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 Installation Labor and Materials for Painting And Wallcovering (Bid Package 09H) 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 Oosterbaan & Sons Co. 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 \_\_\_\_ day of March 2015, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_\_ day of March 2015.

---

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

**ATTESTED** and filed in my office,  
this \_\_\_\_ day of March 2015.

---

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

**Exhibit "A"**  
**CITY OF OAKBROOK TERRACE, ILLINOIS,**  
**NOTICE OF AWARD – TRADE CONTRACT – PAINTING AND WALLCOVERING (BID**  
**PACKAGE 09H)**

TO: Oosterbaan & Sons Co.  
2515 W. 147<sup>th</sup> Street  
Posen, IL 60469

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

YOU ARE HEREBY NOTIFIED that Oosterbaan & Sons Co. has been awarded a Contract in the amount Ninety-Eight Thousand Four Hundred Ten Dollars And No/100, (\$98,410.00) subject to the furnishing of the proper bonds and insurance for Painting And Wallcovering (Bid Package 09H) 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 March 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 Oosterbaan & Sons Co. this  
\_\_\_\_\_ day of March 2015.

Oosterbaan & Sons Co.

\_\_\_\_\_  
By: Brandt Oosterbaan, President

**Exhibit "B"**

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND OOSTERBAAN & SONS CO. FOR PAINTING AND WALLCOVERING (BID PACKAGE  
09H) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**



**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**OOSTERBAAN & SONS CO.**  
**for the furnishing of**  
**PAINTING & WALLCOVERING (Bid Package 09H)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
between the  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
and  
**OOSTERBAAN & SONS CO.**  
for the furnishing of  
**PAINTING & WALLCOVERING (Bid Package 09H)**  
for the  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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**SPECIFICATIONS**

**DRAWINGS**

**SCOPE OF WORK**

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**CONTRACT BOND**

**BASELINE PROJECT SCHEDULE**

**PROJECT PHASING PLAN**

**CONTRACT**  
between the  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
and  
**OOSTERBAAN & SONS CO.**  
for the furnishing of  
**PAINTING & WALLCOVERING (Bid Package 09H)**  
for the  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

---

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 OOSTERBAAN & SONS CO., 2515 W. 147<sup>th</sup> Street, Posen, Illinois 60469 hereinafter referred to as the "Trade Contractor," for the furnishing of PAINTING & WALLCOVERING (Bid Package 09H) 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	\$70,179.00
City Hall Renovation	<u>\$28,231.00</u>
Total	\$98,410.00

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:

Oosterbaan & Sons Co.  
2515 W. 147<sup>th</sup> Street  
Posen, Illinois 60469  
Attn: Brandt Oosterbaan, 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.

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 March 2015.

Contractor: OOSTERBAAN & SONS CO.

By \_\_\_\_\_  
Brandt Oosterbaan, President

ATTEST:

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

Executed by the City, this \_\_\_\_ day of March 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: OOSTERBAAN & SONS CO.

By \_\_\_\_\_  
Brandt Oosterbaan, President

Contract ✓  
NOA ✓  
LOI ✓  
3/24



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

**PROPOSAL PACKAGE AWARD  
RECOMMENDATION**

**PROPOSAL PACKAGE:  
BP09H Painting & Wallcovering**

**Project: Oakbrook Terrace  
Police Facility & City Hall Renovation**  
**Project No: 01-1204**  
**Date: 2/19/2015**

Proposal Package #	Proposal Package	Line Item Budget
BP09H	Painting & Wallcovering - Police Facility	\$102,773.21
	Painting & Wallcovering - City Hall	\$38,880.63
<b>Total Award Package Budget</b>		<b>\$ 141,653.84</b>

Recommended Trade Contractor	Recommended Award Amount
<b>Oosterbaan &amp; Sons Co.</b>	
BP09H - Painting & Wallcovering, Police Facility	\$70,179.00
BP09H Painting & Wallcovering, City Hall	\$28,231.00
<b>Total Proposal Amount</b>	<b>\$ 98,410.00</b>
-30.53% <b>Total Budget Overrun/(Savings)</b>	<b>\$ (43,243.84)</b>

Additional Trade Contract Proposals	Proposal Amounts
<b>Midwest Decorating</b>	
BP09H Painting & Wallcovering, Police Facility	\$97,000.00
BP09H Painting & Wallcovering, City Hall	\$36,000.00
<b>Total Proposal Amount</b>	<b>\$ 133,000.00</b>
<b>Total Budget Overrun/(Savings)</b>	<b>\$ (8,653.84)</b>
<b>Ascher Brothers Co., Inc.</b>	
BP09H Painting & Wallcovering, Police Facility	\$100,363.00
BP09H Painting & Wallcovering, City Hall	\$44,690.00
<b>Total Proposal Amount</b>	<b>\$ 145,053.00</b>
<b>Total Budget Overrun/(Savings)</b>	<b>\$ 3,399.16</b>

Additional Trade Contractors

Potential Value Engineering Considerations (To be reviewed with Design Consultants)	
1	
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.



**PROPOSAL FORM**  
 Oakbrook Terrace Police Facility & City  
 Hall Renovation

**PROPOSAL PACKAGE 09H-Painting & Wallcovering**

**Trade Contractor Information**

Company Name OOSTERBAAN & SONS CO.  
 Company Address 2515 W. 147th Street, Posen, IL 60469  
 Company President Brandt Oosterbaan

*Contact Information regarding questions on proposal*

Estimator Name Joseph Kostelnik Title Senior Project Mgr.  
 Phone Number 708-371-1020 E-mail Address joek620@aol.com  
 Fax Number 708-371-9991

**Proposal Amounts**

Base Proposal - Police Facility	70,179.00
Alternate 1 - City Hall Renovations	28,231.00
<b>Total Proposal Amount</b>	<b>\$ 98,410.00</b>

**Supplemental Information**

Number of calendar days to complete submittals after notice of award **as needed**  
 Number of calendar days to for material fabrication & delivery after approved submittals **14 days**  
 Total Estimate Field Man Hours **600**

**Completion Checklist**

- Date Completed  **yes**
- Contractors Certification Executed and Included **yes**
- Reviewed and Accepted Instructions for Trade Contract Proposals **yes**
- Reviewed and Accepted Trade Contractor Scope of Work **yes**
- Reviewed and Accepted Project Schedule **yes**
- Reviewed and Accepted Contract Document Log **yes**
- Reviewed and Accepted General Conditions and Special Provisions **yes**
- Reviewed and Accepted Contract Terms **yes**
- Cost for Payment & Performance Bond Included **Yes** (Required if Proposal Exceeds \$50,000.00)
- Sales Taxes Excluded per public project requirements **yes**
- Proposal includes Prevailing Wage Labor **yes**

**Voluntary Alternates**

	Description	Price
1		
2		
3		
4		
5		
6		

**Unit Prices**

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Brandt Oosterbaan, hereby certify that I am the President of OOSTERBAAN & SONS CO., and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
      - a. Abide by the terms of the statement;
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 1/28/, 2014- 2015

Contractor: OOSTERBAAN & SONS CO.

By: *Brandt Oosterbaan*

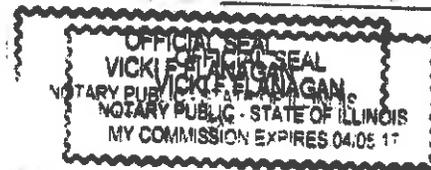
Brandt Oosterbaan, President

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Brandt Oosterbaan, known to me to be the President of OOSTERBAAN & SONS CO. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of OOSTERBAAN & SONS CO.

Dated: 1/28, 2014- 2015

*Vickie Flanagan*  
Notary Public



**PROPOSAL PACKAGE 09H-Painting & Wallcovering**

**Trade Contractor Information**

Company Name Midwest Decorating  
Company Address 44w108 route 20 hampshire, IL  
Company President Roy Dennis

*Contact Information regarding questions on proposal*

Estimator Name **Todd Gannon** Title

Phone Number  E-mail Address [todd@midwestdecorating.com](mailto:todd@midwestdecorating.com)

Fax Number

**Proposal Amounts**

<b>Base Proposal - Police Facility</b>	<u>97,000.00</u>	
<b>Alternate 1 - City Hall Renovations</b>	<u>36,000.00</u>	
<b>Total Proposal Amount</b>	<b>\$</b>	<b>133,000.00</b>

**Supplemental Information**

Number of calendar days to complete submittals after notice of award

Number of calendar days to for material fabrication & delivery after approved submittals

Total Estimate Field Man Hours

**Completion Checklist**

Date Completed

Contractors Certification Executed and Included

Reviewed and Accepted Instructions for Trade Contract Proposals

Reviewed and Accepted Trade Contractor Scope of Work

Reviewed and Accepted Project Schedule

Reviewed and Accepted Contract Document Log

Reviewed and Accepted General Conditions and Special Provisions

Reviewed and Accepted Contract Terms

Cost for Payment & Performance Bond Included

(Required if Proposal Exceeds \$50,000.00)

Sales Taxes Excluded per public project requirements

Proposal includes Prevailing Wage Labor

**Voluntary Alternates**

	Description	Price
1		
2		
3		
4		
5		
6		

**Unit Prices**

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			



# Midwest Decorating, Inc.

*Quality Painting & Wallcovering*

## Proposal Cover

TO:	Harbour Contractors, Inc. 215 West Main Street Plainfield, IL 60544	DATE:	July 01, 2014
ATTN:	Ryan Berry	RE:	OakBrook Terrace Police City Hall Renovations OakBrook Terrace, IL
FAX#:	815-254-5505	FROM:	Roy Dennis
PHONE:	815-254-5500	E-MAIL:	roy@midwestdecorating.com

NUMBER OF PAGES (INCLUDING THIS ONE)

2



# Midwest Decorating, Inc.

*Quality Painting & Wallcovering*

July 01, 2014

Ryan Berry  
Harbour Contractors, Inc.  
215 West Main Street  
Plainfield, IL 60544

Re: OakBrook Terrace Police  
City Hall Renovations  
OakBrook Terrace, IL

Dear Ryan,

We propose to furnish the labor, material, and equipment necessary to professionally complete the painting required on the subject as follows:

## **BID FOR THE SUM OF: \$69,900.00**

The above bid is based upon the following:

### **BID DOCUMENTS:**

1. Per Williams Architects drawings dated 5-15-14.

### **CLARIFICATIONS:**

1. All work performed during regular working hours unless otherwise noted herein.
2. All work is to be completed prior to June 1, 2015.
3. A site visit was not made.

### **SCOPE OF WORK:**

1. Prime and apply latex finish paint to gypsum walls, per finish plans and notes.
2. Block fill and apply latex finish and/or epoxy paint to CMU walls, per finish plans and notes.
3. Prime and apply latex finish paint to gypsum ceilings and soffits, per RCP plans.
4. Supply and install WC-1, WC-2 and WC-4, per finish plans. For wallcovering #4 an allowance of \$25.00 a yard was supplied until a product is selected.
5. Apply two coats of latex enamel to chair rail, per finish plans and notes.
6. Paint factory primed hollow metal doors (24), hollow metal door frames (77) and borrowed light frames.
7. Paint misc. metal including bollards, lintels and gas piping.

### **EXCLUSIONS:**

1. Overtime Hours.
2. Damage done by others.
3. Prefinished items, floors, base and acoustical ceilings.
4. Wood trim, wood doors, millwork and exterior of building.

### **ALTERNATES:**

Alt #1- Apply concrete floor sealer to areas schedule to receive specified finish.  
Alt #2- Stain and apply two coats of sealer to stain wood base and trim.

**Add \$2,500.00**  
**Add \$7,500.00**

Sincerely,

Roy Dennis  
President

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Ray Dennis, hereby certify that I am the President of Midwest Decorating and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
      - a. Abide by the terms of the statement;
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: February 19, 2015

Contractor: Midwest Decorating

By: Roy Dennis  
Roy Dennis, President

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Kane )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Roy Dennis, known to me to be the President of Midwest Decorating appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of

Dated: February 19, 2015

[Signature]  
Notary Public





3033 West Fletcher Street  
Chicago, Illinois 60618

phone (773) 588-0001 fax (773) 588-5350  
[www.ascherbrothers.com](http://www.ascherbrothers.com)

February 6, 2015

Mr. Al Zakariya  
Harbour Contractors Inc.  
23830 W. Main St.  
Plainfield, IL 60544  
Via E-Mail: [azakariya@harbour-cm.com](mailto:azakariya@harbour-cm.com)

**Re: Oakbrook Terrace Police Facility & City Hall Renovation  
7W275 Butterfield Road  
Oakbrook Terrace, IL 60181**

Dear Al:

Our estimate to furnish labor, material and equipment necessary to complete the painting and wallcovering installation work at the above location per Williams Architects drawings dated 5/15/14 and Addendum #1 is **One Hundred Forty Seven Thousand Two Hundred Dollars (\$147,200.00)**.

**Scope of Work:**

- See attached proposal form

**Exclusions:**

- Wallcovering on folding doors, assumed to be by others
- WC-4 assumed to be \$25 LYD
- Floor finishes

Union workers will do all work in a first class workmanlike manner during regular working hours. We are fully covered by Workers' Compensation and Public Liability Insurance.

All of our employees have completed our training and information program to conform to OSHA Hazard Communication Standard 1926.59.

Equal Employment Opportunity is the Law and Practice of Ascher Brothers. Ascher Brothers is a **DRUG FREE COMPANY**.

Sincerely,

*David A. Urban*

David A. Urban  
DAU:aap  
52380

## PROPOSAL PACKAGE 09H-Painting & Wallcovering

### Trade Contractor Information

Company Name Ascher Brothers Co., Inc.  
 Company Address 3033 West Fletcher Street, Chicago IL 60618  
 Company President Richard N. Ascher

*Contact Information regarding questions on proposal*

Estimator Name **David A. Urban** Title **Project Manager**  
 Phone Number **773-588-0001** E-mail Address **daveurban@ascherbrothers.com**  
 Fax Number **773-588-5350**

### Proposal Amounts

<b>Base Proposal - Police Facility</b>	\$	109,900.00
<b>Alternate 1 - City Hall Renovations</b>	\$	37,300.00
<b>Total Proposal Amount</b>	\$	<b>147,200.00</b>

### Supplemental Information

Number of calendar days to complete submittals after notice of award	10
Number of calendar days to for material fabrication & delivery after approved submittals	10
Total Estimate Field Man Hours	130

### Completion Checklist

Date Completed	2/6/15	
Contractors Certification Executed and Included		Yes
Reviewed and Accepted Instructions for Trade Contract Proposals		Yes
Reviewed and Accepted Trade Contractor Scope of Work		Yes
Reviewed and Accepted Project Schedule		Yes
Reviewed and Accepted Contract Document Log		Yes
Reviewed and Accepted General Conditions and Special Provisions		Yes
Reviewed and Accepted Contract Terms		Yes
Cost for Payment & Performance Bond Included		Yes (Required if Proposal Exceeds \$50,000.00)
Sales Taxes Excluded per public project requirements		Yes
Proposal includes Prevailing Wage Labor		Yes

**Voluntary Alternates**

	Description	Price
1	N/A	
2		
3		
4		
5		
6		

**Unit Prices**

	Item	Unit of Measure	Price
1	N/A		
2			
3			
4			
5			
6			

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Richard N. Ascher, hereby certify that I am the President of Ascher Brothers Co., Inc., and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
      - a. Abide by the terms of the statement;
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: February 6, 2015

Contractor: Ascher Brothers Co., Inc.

By: [Signature]

Richard N. Ascher, President

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Richard N. Ascher, known to me to be the President of Ascher Brothers Co., Inc. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of

Dated: February 6, 2015

[Signature]  
Notary Public



**ORDINANCE NO. 15-**

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND LIBERTYVILLE TILE AND CARPET, LTD FOR SOFT FLOORING WORK (BID PACKAGE 09E-09F) 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**, 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 Installation Labor and Materials for Soft Flooring Work (Bid Package 09E-09F) 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 Installation Labor and Materials for Soft Flooring Work (Bid Package 09E-09F) for the Project and determines that the requirements to be met and the means and methods to be used in installing the Soft Flooring Work shall be by the submission of a satisfactory proposal in response to a request for proposals;

**WHEREAS**, the City solicited proposals for the Installation Labor and Materials for Soft Flooring Work (Bid Package 09E-09F) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

**WHEREAS**, Libertyville Tile And Carpet, Ltd has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Libertyville Tile And Carpet, Ltd for the Installation Labor and Materials for Soft Flooring Work (Bid Package 09E-09F) for the Project and that the City enter into Trade Contracts between the City and Libertyville Tile And Carpet, Ltd for the Installation Labor and Materials for Soft Flooring Work (Bid Package 09E-09F) 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 Installation Labor and Materials for Soft Flooring Work (Bid Package 09E-09F) 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 Libertyville Tile And Carpet, Ltd for the Installation Labor and Materials for Soft Flooring Work (Bid Package 09E-09F) 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 Libertyville Tile And Carpet, Ltd for the Installation Labor and Materials for Soft Flooring Work (Bid Package 09E-09F) 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 the Installation Labor and Materials for Soft Flooring Work by Libertyville Tile And Carpet, Ltd.

**Section 4.** Provided further that Libertyville Tile And Carpet, Ltd 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 Installation Labor and Materials for Soft Flooring Work (Bid Package 09E-09F) 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 Libertyville Tile And Carpet, Ltd 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 \_\_\_\_\_ day of March 2015, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_\_\_ day of March 2015.

---

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

**ATTESTED** and filed in my office,  
this \_\_\_\_\_ day of March 2015.

---

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

**Exhibit "A"**  
**CITY OF OAKBROOK TERRACE, ILLINOIS,**  
**NOTICE OF AWARD – TRADE CONTRACT – SOFT FLOORING WORK (BID PACKAGE**  
**09E-09F)**

TO: Libertyville Tile And Carpet, Ltd  
550 W. Peterson Road  
Libertyville, IL 60048

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

YOU ARE HEREBY NOTIFIED that Libertyville Tile And Carpet, Ltd has been awarded a Contract in the amount of One Hundred And Forty-One Thousand One Hundred Eighty Dollars And No/100, (\$141,180.00) subject to the furnishing of the proper bonds and insurance for Soft Flooring Work (Bid Package 09E-09F) 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 March 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 Libertyville Tile And Carpet, Ltd this \_\_\_\_\_ day of March 2015.

Libertyville Tile And Carpet, Ltd

\_\_\_\_\_  
By: Thomas Barrie, President

**Exhibit "B"**

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND LIBERTYVILLE TILE AND CARPET, LTD FOR SOFT FLOORING WORK (BID  
PACKAGE 09E-09F) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY  
HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**LIBERTYVILLE TILE AND CARPET, LTD**  
**for the furnishing of**  
**SOFT FLOORING WORK (Bid Package 09E-09F)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
between the  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
and  
**LIBERTYVILLE TILE AND CARPET, LTD**  
for the furnishing of  
**SOFT FLOORING WORK (Bid Package 09E-09F)**  
for the  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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**PROPOSAL**

**GENERAL CONDITIONS**

**SPECIAL PROVISIONS**

**SPECIFICATIONS**

**DRAWINGS**

**SCOPE OF WORK**

**CONTRACTOR'S CERTIFICATION**

**CONTRACT BOND**

**BASELINE PROJECT SCHEDULE**

**PROJECT PHASING PLAN**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**LIBERTYVILLE TILE AND CARPET, LTD**  
**for the furnishing of**  
**SOFT FLOORING WORK (Bid Package 09E-09F)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

---

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 LIBERTYVILLE TILE AND CARPET, LTD, 550 W. Peterson Road, Libertyville Illinois 60048 hereinafter referred to as the "Trade Contractor," for the furnishing of SOFT FLOORING WORK (Bid Package 09E-09F) 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	Carpet & Vinyl Flooring	\$85,749.00
Police Facility	Rubber Sport Flooring	\$10,226.00
City Hall	Carpet & Vinyl Flooring	<u>\$45,205.00</u>
<b>Total</b>		<b>\$141,180.00</b>

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, City Administrator

B. If to Contractor:

Libertyville Tile And Carpet, Ltd  
550 W. Peterson Road  
Libertyville, Illinois 60048  
Attn: Thomas Barrie, 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.

**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 March 2015.

Contractor: LIBERTYVILLE TILE AND CARPET, LTD

By \_\_\_\_\_  
Thomas Barrie, President

ATTEST:

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

Executed by the City, this \_\_\_\_ day of March 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: LIBERTYVILLE TILE AND CARPET, LTD

By \_\_\_\_\_  
Thomas Barrie, President

✓ LOI 3/24

Cost Breakout



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

**PROPOSAL PACKAGE AWARD  
 RECOMMENDATION**

**PROPOSAL PACKAGE:**  
 BP09E-09F - Soft Flooring Work  
 (Carpet, Resilient, Rubber, Linolium)

**Project: Oakbrook Terrace  
 Police Facility & City Hall Renovation**  
**Project No: 01-1204**  
**Date: 2/18/2015**

Proposal Package #	Proposal Package	Line Item Budget
BP09E-09F	Soft Flooring - Police Facility	\$81,822.80
BP09E-09F	Soft Flooring - City Hall	\$39,165.20
<b>Total Award Package Budget</b>		<b>\$ 120,988.00</b>

Recommended Trade Contractor		Recommended Award Amount
<b>Libertyville Tile and Carpet, Ltd.</b>		
	BP09E-09F - Soft Flooring Work, Police Facility	\$95,975.00
	BP09E-09F - Soft Flooring Work, City Hall	\$45,205.00
<b>Total Proposal Amount</b>		<b>\$ 141,180.00</b>
16.69%	<b>Total Budget Overrun/(Savings)</b>	<b>\$ 20,192.00</b>

Additional Trade Contract Proposals		Proposal Amounts
<b>C.E. Korsgard Company</b>		
	BP09E-09F - Soft Flooring Work, Police Facility	\$100,363.00
	BP09E-09F - Soft Flooring Work, City Hall	\$44,690.00
<b>Total Proposal Amount</b>		<b>\$ 145,053.00</b>
<b>Total Budget Overrun/(Savings)</b>		<b>\$ 24,065.00</b>
<b>Johnson Flooring Company</b>		
	BP09E-09F - Soft Flooring Work, Police Facility	\$102,800.00
	BP09E-09F - Soft Flooring Work, City Hall	\$47,800.00
<b>Total Proposal Amount</b>		<b>\$ 150,600.00</b>
<b>Total Budget Overrun/(Savings)</b>		<b>\$ 29,612.00</b>

Additional Trade Contractors		
	Pinnacle Flooring Company	\$ 165,600.00
	Kingston Tile Company	\$ 178,652.00
	Superior Floor Company	\$ 196,660.00

Potential Value Engineering Considerations (To be reviewed with Design Consultants)	
1	
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.



**PROPOSAL FORM**  
**Oakbrook Terrace Police Facility & City Hall Renovation**

**PROPOSAL PACKAGE 09E-09F Carpet/Resilient/Rubber/Linoleum Flooring**

**Trade Contractor Information**

Company Name **Libertyville Tile & Carpet, Ltd.**  
 Company Address **550 W. Peterson Road, Libertyville, IL 60048**  
 Company President **Thomas Barrie**

Contact Information regarding questions on proposal

Estimator Name **Thomas Barrie** Title **President**  
 Phone Number **847-362-8500** E-mail Address **[tom@libertyvilletile.com](mailto:tom@libertyvilletile.com)**  
 Fax Number **847-362-8439**

**Proposal Amounts**

<b>Base Proposal - Police Facility</b>	<b>\$95,975.00</b>
<b>Alternate 1 - City Hall Renovations</b>	<b>\$45,205.00</b>
<b>Total Proposal Amount</b>	<b>\$141,180.00</b>

**Supplemental Information**

Number of calendar days to complete submittals after notice of award **14**  
 Number of calendar days to for material fabrication & delivery after approved submittals **90**  
 Total Estimate Field Man Hours

**Completion Checklist**

- Date Completed
- Contractors Certification Executed and Included  Yes
  - Reviewed and Accepted Instructions for Trade Contract Proposals  Yes
  - Reviewed and Accepted Trade Contractor Scope of Work  Yes
  - Reviewed and Accepted Project Schedule  Yes
  - Reviewed and Accepted Contract Document Log  Yes
  - Reviewed and Accepted General Conditions and Special Provisions  Yes
  - Reviewed and Accepted Contract Terms  Yes
  - Cost for Payment & Performance Bond Included  Yes (Required if Proposal Exceeds \$50,000.00)
  - Sales Taxes Excluded per public project requirements  Yes
  - Proposal includes Prevailing Wage Labor  Yes



**PROPOSAL FORM**  
Oakbrook Terrace Police Facility & City  
Hall Renovation

**Voluntary Alternates**

	Description	Price
1	Change Wall Base from	
2	Millwork Base to Standard Base	Deduct \$9,822.00
3		
4		
5		
6		

**Unit Prices**

	Item	Unit of Measure	Price
1	Labor		\$115.00
2	Floor Prep		\$1.75
3			
4			
5			
6			

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance: and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Thomas Barrie, hereby certify that I am the President of Libertyville Tile & Carpet, Ltd., and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
  - A. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
    - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
      - a. Abide by the terms of the statement;
      - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: January 23, 2015

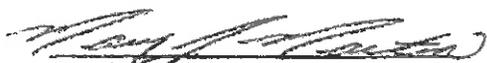
Contractor: Libertyville Tile & Carpet, Ltd.

By:   
Thomas Barrie, President

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF Lake            )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Thomas Barrie, known to me to be the President of Libertyville Tile & Carpet, Ltd. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of Libertyville Tile & Carpet, Ltd.

Dated: January 23, 2015

  
Notary Public  
OFFICIAL SEAL  
MARY J MARTIN  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 11/16/17



**PROPOSAL FORM**  
**Oakbrook Terrace Police Facility & City Hall Renovation**

**PROPOSAL PACKAGE 09E-09F Carpet/Resilient/Rubber/Linoleum Flooring**

**Trade Contractor Information**

Company Name C.E. Korsgard Company  
 Company Address 819 North Central Ave Wood Dale IL 60191  
 Company President Cory Korsgard

*Contact Information regarding questions on proposal*

Estimator Name \_\_\_\_\_ Title \_\_\_\_\_  
 Phone Number \_\_\_\_\_ E-mail Address [john@cekorsgard.com](mailto:john@cekorsgard.com)  
 Fax Number \_\_\_\_\_

**Proposal Amounts**

<b>Base Proposal - Police Facility</b>	100,363.00
<b>Alternate 1 - City Hall Renovations</b>	44,690.00
<b>Total Proposal Amount</b>	<b>\$ 145,053.00</b>

**Supplemental Information**

Number of calendar days to complete submittals after notice of award \_\_\_\_\_  
 Number of calendar days to for material fabrication & delivery after approved submittals \_\_\_\_\_  
 Total Estimate Field Man Hours \_\_\_\_\_

**Completion Checklist**

- Date Completed \_\_\_\_\_
- Contractors Certification Executed and Included \_\_\_\_\_
- Reviewed and Accepted Instructions for Trade Contract Proposals \_\_\_\_\_
- Reviewed and Accepted Trade Contractor Scope of Work \_\_\_\_\_
- Reviewed and Accepted Project Schedule \_\_\_\_\_
- Reviewed and Accepted Contract Document Log \_\_\_\_\_
- Reviewed and Accepted General Conditions and Special Provisions \_\_\_\_\_
- Reviewed and Accepted Contract Terms \_\_\_\_\_
- Cost for Payment & Performance Bond Included \_\_\_\_\_ (Required if Proposal Exceeds \$50,000.00)
- Sales Taxes Excluded per public project requirements \_\_\_\_\_



**PROPOSAL FORM**  
**Oakbrook Terrace Police Facility & City**  
**Hall Renovation**

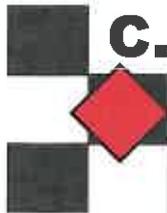
Proposal includes Prevailing Wage Labor

**Voluntary Alternates**

	Description	Price
1	Grinding- 4 hour minimum, 6 plus hours equals full day. Generator add \$275.	\$1,200. per 8 man hours
2	Self leveling up to 1/4 inch	As Required
3	Additional skim coat	As Required
4	Additional Moisture/PH tests	\$75.00
5	Cleaning, strip, seal and wax resilient flooring	As required
6		

**Unit Prices**

	Item	Unit of Measure	Price
1	Grinding	square ft	\$0.96
2	Self leveling	square ft	\$4.00
3	SkimCoat	square ft	\$0.85
4	Cleaning, strip, seal, and wax resilient flooring	square ft	\$0.28 ----\$0.58
5			
6			



# C. E. KORSGARD COMPANY

COMMERCIAL FLOORING SINCE 1929

819 N. CENTRAL AVE. . WOOD DALE, IL. 60191-1219

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January 28, 2015

**Harbour Contractors**  
23830 W. Main Street  
Plainfield, IL 60544  
Ph: (815) 254-5500  
Fax: (815) 254-5505

Attn: Dan Skiera

Re: **Oakbrook Terrace Police & City Hall**  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181

Dan,

We propose to furnish and install on a union labor straight time per plans dated 5-15-14:

- 5.25" Johnsonite Millwork Inflection Wall Base with matching transitions.
- 12x12 Armstrong Static Dissipative Tile.
- Flat Lay Armstrong Linorette & Marmorette Linoleum Sheet Good with matching Weld Rod.
- Shaw Ingrain & Portal Carpet Tile.
- Rubber Mondo Ramflex Tile Sports floor.
- Standard floor prep, Saw Cuts & Expansion Joints without Offsets or Curls. Ramping from dissimilar products to create smooth transitions, Skim coat resilient areas.
- Protection, Masonite in corridors, Plastic sheeting at areas pertaining to scope of work.
- Moisture and PH testing.
- Attic stock.
- Performance Bond
- Strip, Seal, Waxing, Vacuuming.

**Bid Package 9e: Carpet & Resilient: \$145,053.**

**Police Station: \$100,363.**

**City Hall: \$44,690.**

**Exclusions:** Sales Tax, Grinding, Self leveling, Moisture mitigation, .

**Addenda:** None

**Demo & Dumpster:** Not Included

Sincerely yours,

**C. E. KORSGARD COMPANY**

*By John Bettenhausen - Project Manager*

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**Ph: 630.595.4217**

**[www.cekorsgard.com](http://www.cekorsgard.com)**

**Fax: 630.595.4497**

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Cory Kuscard, hereby certify that I am the President of C.E. Kuscard Company and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:

A. Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition;

(3) Notifying the employee that, as a condition of employment on this Contract, the employee will:

a. Abide by the terms of the statement;

b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

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

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

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

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

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

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 1-28, ~~2014~~ <sup>2015</sup>

Contractor: C.E. KORSGARD Company

By: Cory Korsgard

\_\_\_\_\_, President

STATE OF ILLINOIS )  
  ) ss.  
COUNTY OF DuPage )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Cory Korsgard, known to me to be the President of C.E. Korsgard Co., appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of certification.

Dated: 1/28, ~~2014~~ <sup>2015</sup>

[Signature]  
Notary Public



Standard Proposal

**JOHNSON FLOOR COMPANY, INC.**

9690 W. 55<sup>th</sup> Street • Countryside, IL 60525 • 708-354-5510 • Fax 708-354-9205

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

Date: February 16, 2015  
Owner: City of Oakbrook Terrace  
Location: Police Facility & City Hall Renovation  
Plans by: Williams Arch; 15 May 2014  
Operation: Bid Package 09E – 09F

We will ...

Provide a skim coat of floor patch

Ramp floors to higher finished floors

Provide relative humidity and pH testing (Setting and one reading. Follow up readings would be at \$150.00 per reading).

We will furnish and install ...

1) RB-1 Johnsonte Inflection MW-XX-6, color 281 *Grizzly* base at the carpet, linoleum and static dissipative areas.  
(We have not included any leveling of the floors where this style of base may show dips where the floor and wall meet)  
Standard 4" cove base, color 281 *Grizzly*, at areas designated "CN-1"

2) VCT-1 Armstrong Static Dissipative 12" x 12" tile, color to be determined

3) LIN-1 Armstrong Linorette LP476 *Yukon Desert* roll linoleum - Field

4) LIN-2 Armstrong Marmorette LP554 *Smolder* roll linoleum – accent

5) LIN-3 Armstrong Marmorette LP089 *Lava* roll linoleum - accent  
(All linoleum to be heat welded).

All corridor work to be completed side to side with no other construction traffic allowed.

6) RSF-1 Mondo Ramflex 6715 *Brown 36" x 36" x 3/8"* (at Police facility only)

7) CPT-1 Shaw Ingrain 59339-39750 *Yukon 24" x 24"* tile

8) CPT-2 Shaw Portal 5T035-34751 *Black Chocolate 24" x 24"* tile

NOTE: Payment in full is expected upon satisfactory completion of the work described above unless prior written arrangements have been made.

FOR TERMS AND CONDITIONS, PLEASE SEE REVERSE SIDE

- 9) Transitions from carpet to LIN, RSF, VCT, CN or EP. Transition to ceramic to be Schluter transition, installed by the ceramic contractor.
- 10) Initial protection of floors. Any damage to protection will be replaced by others.
- 11) Initial wax finish as required by manufacturer of specified floor covering, second to be by others.
- 12) Required attic stock.
- 13) Coordination of our work with other trades
- 14) Cost for performance & payment bond

Exclusions: Taxes, removal, moisture mitigation, deep/major floor preparation, small area/multiple phasing and overtime

Where there are discrepancies in the Specification Sections, we will follow manufacturers' recommendations and advise the Construction Manager.

Unit Price

\$2.50 per linear foot for floor crack patching for voids and protrusions 1/8" or larger

Base Bid	Police Facility	\$102,800.00
Alternate #1	City Hall Renovation	\$47,800.00

If this proposal is acceptable please send us your subcontract for the work desired. Thank you.

Eric Dahlgren

**PROPOSAL PACKAGE 09E-09F Carpet/Resilient/Rubber/Linoleum Flooring**

Company Name  
Company Address  
Company President

Contact information regarding questions on proposal

Estimator Name

Title

Phone Number

E-mail Address

Fax Number

Base Proposal - Police Facility  
Alternate 1 - City Hall Renovations  
Total Proposal Amount

\$ 129,800  
147,800

Number of calendar days to complete submittals after notice of award  
Number of calendar days to for material fabrication & delivery after approved submittals  
Total Estimate Field Man Hours

15  
14 - 15  
16

Date Completed

Contractors Certification Executed and Included

Reviewed and Accepted Instructions for Trade Contract Proposals

Reviewed and Accepted Trade Contractor Scope of Work

Reviewed and Accepted Project Schedule

Reviewed and Accepted Contract Document Log

Reviewed and Accepted General Conditions and Special Provisions

Reviewed and Accepted Contract Terms

Cost for Payment & Performance Bond Included

(Required if Proposal Exceeds \$50,000.00)

Sales Taxes Excluded per public project requirements

Proposal Includes Prevailing Wage Labor

	Description	BAJG	Price
1	CHANGE LAMPING TO 20' STAG STAG	8600R	\$ 12,900
2	CHANGE TO 14' STAG STAG	8600N	4 5,300
3	24' STAG STAG	8600T	4 4,800
4	24' STAG STAG	8600A	4 4,000
5			
6			

Item	Unit of Measure	Price
1		
2		
3		
4		
5		
6		

### CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

1. Eric D. Arrabales, <sup>VIA</sup> hereby certify that I am the President of Tomlinson Forest, LLC and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/1-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33B-3 (bid-rigging) or 33B-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33B-3 and 5/33B-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibitions;
- (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:

- a. Abide by the terms of the statement;
- b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

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

- (1) The dangers of drug abuse in the workplace;
  - (2) The Contractor's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) The penalties that may be imposed upon employees for drug violations;
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplaces;
- D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.
4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.
5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: Feb 1, 2015 Contractor: TOMSONI FROM COMPANY

By: [Signature]  
ERIC DANIELSON Vice President

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that ERIC DANIELSON known to me to be the President of TOMSONI FROM COMPANY, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of \_\_\_\_\_.

Dated: 2-1- 2015

[Signature]  
Notary Public  
LARRY L. ROBERTSON  
Notary Public, State of Illinois  
My Commission Expires  
July 22, 2017

# APPLICATION AND CERTIFICATE FOR PAYMENT (G702)

TO (OWNER):  
 City of Oakbrook Terrace

PROJECT:  
 New Police Facility & Renovation of City Hall

AGENDA ACTION

VIA (ARCHITECT):  
 Valley Security Company  
 820 Tollgate Rod  
 Elgin, IL 60123

PERIOD FROM: 12-Aug-14  
 PERIOD TO: 28-Feb-15

ARCHITECTS:  
 Williams and Assoc.

MAR 10 2015

APPLICATION NO: 1  
 APPLICATION DATE: February 19, 2015

Distribution:  
 OWNER  
 ARCHITECT  
 GENERAL CONTRACTOR  
 TITLE COMPANY

CONTRACTOR FOR: Detention Equipment

CONTRACT DATE: 8/12/2014

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

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL		
Approved this Month		420	
Number	Date Approved		
09C-11-001	1/28/15		
TOTALS		420	420

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: Valley Security Company  
 By: Todd Harris President

- ORIGINAL CONTRACT SUM..... \$ 531,133.00
- Net change by Change Orders..... \$ 420.00
- CONTRACT SUM TO DATE..... \$ 531,553.00
- TOTAL COMPLETED & STORED TO DATE..... \$ 31,750.00  
 (Column G on Continuation Sheet)
- RETAINAGE:  
 a. 10 % of Completed Work \$ 3,175.00  
 (Column D+E on Continuation Sheet)  
 b. % of Stored Material  
 (Column F on Continuation Sheet)  
 Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)..... \$ 3,175.00
- TOTAL EARNED LESS RETAINAGE..... \$ 28,575.00  
 (Line 4 less Line 5 Total)
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00
- CURRENT PAYMENT DUE..... \$ 28,575.00
- BALANCE TO FINISH, PLUS RETAINAGE..... \$ 502,978.00  
 (Line 3 less Line 6)

State of: ILLINOIS County of: Kane

Subscribed and sworn to before me this 19-Feb-2015

Notary Public: LISA A. JOHNSTON  
 ILLINOIS STATE OF ILLINOIS  
 COMMISSION EXPIRES 09/15/2015

AMOUNT CERTIFIED..... \$ 28,575.00  
 (Attach explanation if amount certified differs from the amount applied for.)

By: [Signature] Date: 3.3.15

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.

## 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.

**CONTINUATION SHEET**

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are listed to the nearest dollar.

Use Column 1 on Contracts where variable retainage for the items may apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 19-Feb-15

PERIOD FROM: 12-Aug-14

TO: 28-Feb-15

ARCHITECT'S PROJECT NO.:

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F This Application Stored Materials (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C-G)	I RETAINAGE	
			E Previous Applications	E Work in Place					
1	Hollow Metal Doors Metal	9,800.00	0.00	0.00	0.00	0.00	0.00%	9,800.00	0.00
2	Hollow Metal Frames Material	10,350.00	0.00	6,950.00	0.00	6,950.00	66.47%	1,400.00	885.00
3	Hollow Metal Door Labor	500.00	0.00	0.00	0.00	0.00	0.00%	500.00	0.00
4	Hollow Metal Frame Labor	500.00	0.00	0.00	0.00	0.00	0.00%	500.00	0.00
5	Security Ceiling Material	9,650.00	0.00	0.00	0.00	0.00	0.00%	9,650.00	0.00
6	Security Ceiling Labor	10,688.00	0.00	0.00	0.00	0.00	0.00%	10,688.00	0.00
7	Dist. Door Hardware Matl	33,043.00	0.00	0.00	0.00	0.00	0.00%	33,043.00	0.00
8	Dist. Door Hardware Labor	18,970.00	0.00	0.00	0.00	0.00	0.00%	18,970.00	0.00
9	Security Glazing Material	6,975.00	0.00	0.00	0.00	0.00	0.00%	6,975.00	0.00
10	Security Glazing Labor	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
11	Wireless Duresst Receivers	215.00	0.00	0.00	0.00	0.00	0.00%	215.00	0.00
12	Intercom Stations	1,020.00	0.00	0.00	0.00	0.00	0.00%	1,020.00	0.00
13	Scream Alarm Stations	420.00	0.00	0.00	0.00	0.00	0.00%	420.00	0.00
14	Card Readers	300.00	0.00	0.00	0.00	0.00	0.00%	300.00	0.00
15	Card Reader Controller	13,147.00	0.00	0.00	0.00	0.00	0.00%	13,147.00	0.00
16	Key Pad Reader	11,825.00	0.00	0.00	0.00	0.00	0.00%	11,825.00	0.00
17	Key Pad Controller	380.00	0.00	0.00	0.00	0.00	0.00%	380.00	0.00
18	Door Contact	13.00	0.00	0.00	0.00	0.00	0.00%	13.00	0.00
19	Detention Cameras	4,040.00	0.00	0.00	0.00	0.00	0.00%	4,040.00	0.00
20	Office Camera	2,850.00	0.00	0.00	0.00	0.00	0.00%	2,850.00	0.00
21	Exterior Camera	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	0.00
22	Elec. Racks	1,500.00	0.00	0.00	0.00	0.00	0.00%	1,500.00	0.00
23	Software & Comp. Access Control	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
24	Software Video Recorder	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
25	Creative Tech.	95,000.00	0.00	0.00	0.00	0.00	0.00%	95,000.00	0.00
26	Detention Control System	50.00	0.00	0.00	0.00	0.00	0.00%	50.00	0.00
27	Cable	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	0.00
28	Video Recorders	11,000.00	0.00	0.00	0.00	0.00	0.00%	11,000.00	0.00
29	Interview System Software	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
30	Interview Recorders	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
31	Interview Workstation	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
32	Network Switches	4,800.00	0.00	0.00	0.00	0.00	0.00%	4,800.00	0.00
33	Router	400.00	0.00	0.00	0.00	0.00	0.00%	400.00	0.00
34	Key Stickers Interview	640.00	0.00	0.00	0.00	0.00	0.00%	640.00	0.00
35	Interview Cameras	3,600.00	0.00	0.00	0.00	0.00	0.00%	3,600.00	0.00
36	Recording Microphones	800.00	0.00	0.00	0.00	0.00	0.00%	800.00	0.00
37	Sec. Electronics Labor	139,500.00	0.00	0.00	0.00	0.00	0.00%	139,500.00	0.00
38	Sec. Electronics Training	1,500.00	0.00	0.00	0.00	0.00	0.00%	1,500.00	0.00
39	Misc Hardware Furnishings	19,087.00	0.00	13,500.00	0.00	13,500.00	70.80%	5,587.00	1,850.00
40	Accessories/ Furn. Labor	5,980.00	0.00	0.00	0.00	0.00	0.00%	5,980.00	0.00
41	Bond	7,500.00	0.00	7,500.00	0.00	7,500.00	100.00%	0.00	750.00
42	Insurance	2,200.00	0.00	0.00	0.00	0.00	0.00%	2,200.00	0.00
43	Mobilization	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
44	Submittals/Field Engineering	6,000.00	0.00	1,800.00	0.00	1,800.00	27.69%	4,200.00	180.00
45	Safety/Clean-Up	3,900.00	0.00	0.00	0.00	0.00	0.00%	3,900.00	0.00
46	As-Built/Manufacturer/ Guar.	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
47	O & M Manuals	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
48	General Conditions	15,950.00	0.00	0.00	0.00	0.00	0.00%	15,950.00	0.00
<b>TOTALS</b>		<b>\$ 604,133.00</b>	<b>\$ -</b>	<b>\$ 31,750.00</b>	<b>\$ -</b>	<b>\$ 31,750.00</b>	<b>6.30%</b>	<b>\$ 472,383.00</b>	<b>\$ 3,175.00</b>

**CONTINUATION SHEET**

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 19-Feb-15

PERIOD FROM: 12-Aug-14

TO: 28-Feb-15

ARCHITECT'S PROJECT NO: -

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F This Application Stored Materials (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E+ F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			Previous Applications	Work in Place				
1	City Hall Security Electronic Material	12,000.00	0.00	0.00	0.00	0.00	12,000.00	0.00
2	City Hall Security Electronic Labor	13,500.00	0.00	0.00	0.00	0.00	13,500.00	0.00
3	City Hall Security Electronic Training	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
<b>TOTALS</b>		<b>\$ 27,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,000.00</b>	<b>\$ -</b>

MAR 10 2015

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

**TO OWNER:**

City of Oakbrook Terrace  
 17 W 275 Butterfield Rd  
 Oakbrook Terrace, IL 60181

**PROJECT:**

New Police Facility & City Hall Renovations

**APPLICATION NO. 1**

**Distribution to:**

OWNER  
 CONTRACTOR  
 OWNER'S REP.

**FROM CONTRACTOR:**

3&L Metal Doors, Inc.  
 VIA ARCHITECT:  
 Williams Architects  
 509 Park Blvd, Suite 800, Itasca, IL 60143

PERIOD TO: 02/28/15

PROJECT NOS:

**CONTRACT FOR:**

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

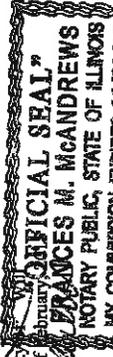
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

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.

1. ORIGINAL CONTRACT SUM	\$	145,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	145,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	12,555.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	1,255.50
b. 0.00 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,255.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	11,299.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	0.00
8. CURRENT PAYMENT DUE	\$	11,299.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	133,700.50

**CONTRACTOR**

By: *[Signature]*  
 State of: Illinois  
 County of: Cook  
 Subscribed and sworn to before me this 10th day of February, 2015.  
 Notary Public: *[Signature]*  
 My Commission Expires: 02/26/15



**OWNER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner's Representative certifies to the Owner that to the best of the Owner's Representative'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 ..... \$ 11,299.50

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00		

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Confirmation Sheet that are changed to conform with the amount certified.)  
 OWNER'S REPRESENTATIVE:

By: *[Signature]* Date: 3.9.15

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.

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, 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: 1  
 APPLICATION DATE: 2/26/15  
 PERIOD TO: 2/28/15  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	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 (IF VARIABLE RATE)
	New Police facility								
PD-001	Bond					\$0.00		\$0.00	\$0.00
PD-002	Insurance					\$0.00		\$0.00	\$0.00
PD-003	Mobilization					\$0.00		\$0.00	\$0.00
PD-004	Submittals/Field Engineering					\$0.00		\$0.00	\$0.00
PD-005	Staging/Holding/Life					\$0.00		\$0.00	\$0.00
PD-006	Safety/Clean up					\$0.00		\$0.00	\$0.00
PD-007	Protection (of installed work)					\$0.00		\$0.00	\$0.00
PD-008	As-Builts/Warranties/Guarantees					\$0.00		\$0.00	\$0.00
PD-009	O&M Manuals					\$0.00		\$0.00	\$0.00
PD-010	Training					\$0.00		\$0.00	\$0.00
PD-011	Attic Stock					\$0.00		\$0.00	\$0.00
PD-012	LEED Documentation					\$0.00		\$0.00	\$0.00
PD-013	Systems Start Up/Commissioning					\$0.00		\$0.00	\$0.00
PD-100	Labor (Break out for each specific work and/or vendor item)					\$0.00		\$0.00	\$0.00
PD-101	Material (Break out for each specific work and/or vendor item)					\$0.00		\$0.00	\$0.00
PD-102	Labor (Break out for each specific work and/or vendor item)					\$0.00		\$0.00	\$0.00
1	Hollow metal frames	\$12,705.00		\$12,555.00		\$12,555.00	98.82%	\$150.00	\$1,255.50
2	Hollow metal doors	\$2,487.00				\$0.00	0.00%	\$2,487.00	\$0.00
3	Wood Doors	\$21,729.00				\$0.00	0.00%	\$21,729.00	\$0.00
4	Hardware	\$49,482.00				\$0.00	0.00%	\$49,482.00	\$0.00
5	FRP DR/Aluminum frames								\$0.00
PD-108	Labor (Break out for each specific work and/or vendor item)					\$0.00		\$0.00	\$0.00
PD-109	Material (Break out for each specific work and/or vendor item)					\$0.00		\$0.00	\$0.00
	etc.....					\$0.00		\$0.00	\$0.00
	<b>PAGE SUB TOTALS</b>	\$ 86,403.00	\$ -	\$ 12,555.00	\$ -	\$ 12,555.00	14.53%	\$ 73,848.00	\$ 1,255.50

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity





**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702

TO: CITY OF OAK BROOK TERRACE

PROJECT: OAK BROOK POLICE & CITY HALL

APPLICATION NO: 2  
 WSDDB JOB #: 2053  
 APPLICATION DATE: 2/1/2015

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM (CONTRACTOR):  
 WESTSIDE MECHANICAL DESIGN/BUILD, LLC.  
 2007 CORPORATE LANE  
 NAPERVILLE, IL 60563

PERIOD TO: 02/28/15  
 PROJECT NO:

**MAR 10 2015**

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month	Date Approved		
Number			
TOTALS		0.00	0.00
Net change by Change Orders		0.00	

1. ORIGINAL CONTRACT SUM ..... \$ 858,500.00
2. Net change by Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2) ..... \$ 858,500.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 53,881.27

(Column G on G703)

5. RETAINAGE:

- a. 10% of Completed Work ..... \$ 5,388.13  
 (Column D + E on G703)
- b. of Stored Material ..... \$ 0.00  
 (Column F on G703)

Total Retainage (Line 5a+5b or Total in Column 1 of G703) ..... \$ 5,388.13

6. TOTAL EARNED LESS RETAINAGE ..... \$ 48,493.14  
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ 22,206.30

8. CURRENT PAYMENT DUE ..... \$ 26,286.84

9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$ 810,006.86  
 (Line 3 less Line 6)

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: WESTSIDE MECHANICAL DESIGN/BUILD, LLC

State of: Illinois County of: DuPage

Subscribed and sworn before me this 10th day of February 2015

Notary Public: *[Signature]* JAMES G. THOMAS

My Commission expires: 02/15/17

AMOUNT CERTIFIED: \$ 26,286.84

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: *[Signature]*

BY: *[Signature]* Date: 3.3.15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**CONTINUATION SHEET**

OAK BROOK POLICE & CITY HALL

WSDB JOB # 2053

Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATE 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 NUMBER: 2

APPLICATION DATE: 2/1/2015

PERIOD TO: 2/28/2015

PROJECT NO: 0

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DORE)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
<b>Police</b>										
1	Submittals	2,456.67	2,456.67	0.00	0.00	0.00	2,456.67	100%	0.00	245.67
2	As Build/Closeout/Leed	2,456.67	0.00	0.00	0.00	0.00	0.00	0%	2,456.67	0.00
3	Commissioning / Training	2,456.66	0.00	0.00	0.00	0.00	0.00	0%	2,456.66	0.00
4	GRDs/Fans/ETC	49,732.00	0.00	0.00	0.00	0.00	0.00	0%	49,732.00	0.00
5	RTUs/ERVs/VAVs	76,000.00	0.00	7,600.00	7,600.00	0.00	7,600.00	10%	68,400.00	760.00
6	Boilers/Pumps/Misc/HW	33,000.00	0.00	0.00	0.00	0.00	0.00	0%	33,000.00	0.00
7	Sheetmetal Labor	81,406.00	0.00	8,140.60	8,140.60	0.00	8,140.60	10%	73,265.40	814.06
8	Sheetmetal Materials	29,464.00	0.00	2,946.40	2,946.40	0.00	2,946.40	10%	26,517.60	294.64
9	Pipe Labor	71,788.00	0.00	7,178.80	7,178.80	0.00	7,178.80	10%	64,609.20	717.88
10	Pipe Materials	27,678.00	0.00	2,767.80	2,767.80	0.00	2,767.80	10%	24,910.20	276.78
11	Temperature Controls (SUB)	78,386.00	0.00	0.00	0.00	0.00	0.00	0%	78,386.00	0.00
12	Temperature Controls Training	3,000.00	0.00	0.00	0.00	0.00	0.00	0%	3,000.00	0.00
13	Insulation (SUB)	37,890.00	0.00	0.00	0.00	0.00	0.00	0%	37,890.00	0.00
14	Test & Balance (SUB)	11,979.00	0.00	0.00	0.00	0.00	0.00	0%	11,979.00	0.00
15	Lifts/Cranes (SUB)	5,740.00	0.00	574.00	574.00	0.00	574.00	10%	5,166.00	57.40
16	Chemical Treatment (SUB)	4,367.00	0.00	0.00	0.00	0.00	0.00	0%	4,367.00	0.00
17	Bond	12,200.00	12,200.00	0.00	0.00	0.00	12,200.00	100%	0.00	1,220.00
<b>City Hall</b>										
18	Submittals	2,505.00	2,505.00	0.00	0.00	0.00	2,505.00	100%	0.00	250.50
19	As Build/Closeout/Leed	2,505.00	0.00	0.00	0.00	0.00	0.00	0%	2,505.00	0.00
20	Commissioning / Training	2,505.00	0.00	0.00	0.00	0.00	0.00	0%	2,505.00	0.00
21	GRDs/Fans/ETC	8,234.00	0.00	0.00	0.00	0.00	0.00	0%	8,234.00	0.00
22	RTUs/ERVs/VAVs	34,500.00	0.00	0.00	0.00	0.00	0.00	0%	34,500.00	0.00
23	Boilers/Pumps	26,500.00	0.00	0.00	0.00	0.00	0.00	0%	26,500.00	0.00
24	Sheetmetal Labor	49,582.00	0.00	0.00	0.00	0.00	0.00	0%	49,582.00	0.00
25	Sheetmetal Materials	15,039.00	0.00	0.00	0.00	0.00	0.00	0%	15,039.00	0.00
26	Pipe Labor	49,919.00	0.00	0.00	0.00	0.00	0.00	0%	49,919.00	0.00
	<b>TOTAL CONTRACT</b>									

**CONTINUATION SHEET**

**AIA DOCUMENT G703**

Page 3 of 3 Pages

AIA Document G702, APPLICATION AND CERTIFICATE 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 NUMBER: 2

APPLICATION DATE: 2/1/2015

PERIOD TO: 2/28/2015

PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
27	Pipe Materials	19,799.00	0.00		0.00	0.00	0.00	0%	19,799.00	0.00
28	Temperature Controls (SUB)	58,067.00	0.00		0.00	0.00	0.00	0%	58,067.00	0.00
29	Temperature Controls Training	3,000.00	0.00		0.00	0.00	0.00	0%	3,000.00	0.00
30	Insulation (SUB)	30,305.00	0.00		0.00	0.00	0.00	0%	30,305.00	0.00
31	Test & Balance (SUB)	7,580.00	0.00		0.00	0.00	0.00	0%	7,580.00	0.00
32	Lifts/Cranes (SUB)	6,738.00	0.00		0.00	0.00	0.00	0%	6,738.00	0.00
33	Chemical Treatment (SUB)	4,210.00	0.00		0.00	0.00	0.00	0%	4,210.00	0.00
34	Bond	7,512.00	7,512.00		0.00	0.00	7,512.00	100%	0.00	751.20
	<b>TOTAL CONTRACT</b>	<b>858,500.00</b>	<b>24,673.67</b>		<b>29,207.60</b>	<b>0.00</b>	<b>53,881.27</b>	<b>6%</b>	<b>804,618.73</b>	<b>5,388.13</b>

AGENDA ACTION

MAR 10 2015

# ALL AMERICAN EXTERIOR SOLUTIONS

RESIDENTIAL DIVISION

150 OAKWOOD ROAD

LAKE ZURICH, IL 60047

Phone (847)438-4131 Fax (847)438-1387

Customer ID 311411

CITY OF OAKBROOK TERRACE  
17W. 275 BUTTERFIELD RD.  
OAKBROOK TERRACE, IL 60181

Phone (630) - Fax (630)

**Invoice# 56500**

Date 02/20/2015 Page# 1

Job ID 28150000

OAKBROOK TERR. POLICE FAC.&CITY  
HALL RENOVATION  
OAKBROOK TERRACE, IL

Salesman JIM K

---

Original Contract	404,040.00
Approved Change Orders	0.00
<hr/>	
Current Contract	404,040.00
Work Completed to Date	128,687.40
Less Retentions	12,868.74
<hr/>	
Net Completed to Date	115,818.66
Less Net Previously Billed	26,748.00
<hr/>	
<b>Net Due This Invoice</b>	<b>89,070.66</b>
Balance to Complete	288,221.34



# Application and Certificate for Payment

**APPLICATION NO. 2**  
**PERIOD TO:** 02/20/2015  
**CONTRACT FOR:**  
**CONTRACT DATE:** 12/10/2014  
**PROJECT NOS:** /

**TO OWNER:** OAKBROOK TERR. POLICE FAC. & CITY  
 HALL RENOVATION  
 OAKBROOK TERRACE, IL

**VIA ARCHITECT:**

**FROM CONTRACTOR:**  
 ALL AMERICAN EXTERIOR SOLUTIONS  
 RESIDENTIAL DIVISION  
 150 OAKWOOD ROAD  
 LAKE ZURICH, IL 60047

**Distribution to:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 404,040.00
2. Net change by Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 404,040.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 128,697.40

5. RETAINAGE:
  - a. 10.00 % of Completed Work (Column D, E on G703) ..... \$ 12,868.74
  - b. % of Stored Material (Column F on G703) ..... \$ 0.00

- Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 12,868.74
6. TOTAL EARNED LESS RETAINAGE ..... \$ 115,818.68  
 (Line 4 Less Line 5 Total)
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 26,748.00  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 89,070.66
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 288,221.34  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this Month	\$	\$
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$</b>	<b>\$ 0.00</b>

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:** [Signature]  
 By: [Signature] Date: 02/20/2015  
 State of Illinois  
 County of [Signature]  
 Subscribed and sworn to before me this 20th day of [Signature]  
 Notary Public: Barbara Ludvigsen  
 My Commission expires: February, 2015 NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 02/20/15



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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** ..... \$ 87070.66  
 (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:** [Signature] Date: 2.3.15

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.

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# Continuation Sheet

## AIA Document G702, 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 Contract where variable retainage for line items may apply.

APPLICATION NO.:

APPLICATION DATE: 2

PERIOD TO: 02/20/2015

ARCHITECT'S PROJECT NO: 07740015

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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 (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	POLICE SHINGLE SECTION 1 LAB	23,216.00	5,804.00	17,412.00	0.00	23,216.00	0.00	2,321.60	
2	POLICE SHINGLE SECTION 2 LAB	23,216.00	0.00	23,216.00	0.00	23,216.00	0.00	2,321.60	
3	POLICE SHINGLE SECTION 3 LAB	23,218.00	0.00	20,896.20	0.00	20,896.20	2,321.80	2,089.62	
4	POLICE SHINGLE SECTION 1 MAT	19,706.00	19,706.00	0.00	0.00	19,706.00	0.00	1,970.60	
5	POLICE SHINGLE SECTION 2 MAT	19,706.00	0.00	19,706.00	0.00	19,706.00	0.00	1,970.60	
6	POLICE SHINGLE SECTION 3 MAT	19,708.00	0.00	17,737.20	0.00	17,737.20	1,970.80	1,773.72	
7	FLAT ROOF SECTION 1 LAB	34,180.00	0.00	0.00	0.00	0.00	34,180.00	0.00	
8	FLAT ROOF SECTION 2 LAB	17,820.00	0.00	0.00	0.00	0.00	17,820.00	0.00	
9	FLAT ROOF SECTION 1 MAT	34,180.00	0.00	0.00	0.00	0.00	34,180.00	0.00	
10	FLAT ROOF SECTION 2 MAT	17,320.00	0.00	0.00	0.00	0.00	17,320.00	0.00	
11	POLICE GUTTER LAB	30,060.00	0.00	0.00	0.00	0.00	30,060.00	0.00	
12	POLICE GUTTER MAT	8,850.00	0.00	0.00	0.00	0.00	8,850.00	0.00	
13	POLICE STAT. FASCIA LAB	10,020.00	0.00	0.00	0.00	0.00	10,020.00	0.00	
14	POLICE STAT. FASCIA MAT	3,250.00	0.00	0.00	0.00	0.00	3,250.00	0.00	
15	VILLAGE HALL SHINGLE LAB	35,885.00	0.00	0.00	0.00	0.00	35,885.00	0.00	
16	VILLAGE HALL SHINGLE MAT	39,250.00	0.00	0.00	0.00	0.00	39,250.00	0.00	
17	VILLAGE HALL GUTTER LAB	22,080.00	0.00	0.00	0.00	0.00	22,080.00	0.00	
18	VILLAGE HALL GUTTER MAT	5,555.00	0.00	0.00	0.00	0.00	5,555.00	0.00	
19	VILLAGE HALL FASCIA LAB	7,360.00	0.00	0.00	0.00	0.00	7,360.00	0.00	
20	VILLAGE HALL FASCIA MAT	1,800.00	0.00	0.00	0.00	0.00	1,800.00	0.00	
21	VILLAGE HALL PLYWOOD	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00	
22	P & P BOND	4,010.00	4,010.00	0.00	0.00	4,010.00	0.00	401.00	
23	SHOP DRAWINGS	200.00	200.00	0.00	0.00	200.00	0.00	20.00	
24	LEED DOCUMENTS	450.00	0.00	0.00	0.00	0.00	450.00	0.00	
25	WARRANTY	500.00	0.00	0.00	0.00	0.00	500.00	0.00	
		404,040.00	29,720.00	98,967.40	0.00	128,687.40	275,352.60	12,868.74	
								31.85	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992, Copyright © 1969, 1985, 1986, 1987, 1976, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

MAR 10 2015

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF \_\_\_\_\_ PAGES

TO (OWNER) Oak Brook Terraces  
 17W 275 Butterfield Road  
 Oak Brook Terraces IL, 60181

PROJECT: Oak Brook Terraces Police/Ville APPLICATION NO: 3 Distribution to:  
 Date: 2/19/2015 OWNER  
 PERIOD TO: 2/28/2015 ARCHITECT  
 X CONTRACTOR

FROM (CONTRACTOR): Champion Drywall Inc.  
 24121 S. Northern Illinois Drive  
 Channahon, Ill. 60410

ARCHITECTS: Williams Architect  
 Project 2012-018

CONTRACT FOR: City of Oakbrook Terrace CONTRACT DATE: August 31st 2014

Application is made for Payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	539,500.00
2. Net change by Change Orders	\$	-
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	539,500.00
4. TOTAL COMPLETED & STORED TO DATE	\$	357,150.00
5. RETAINAGE:		
		(Column G on C703)

CONTRACTOR'S APPLICATION FOR PAYMENT

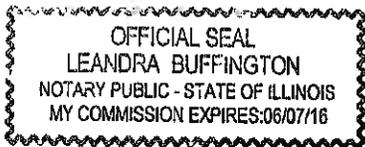
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous month's by owner		
TOTAL		
Approved this Month		
Date Approved	0.00	
TOTALS	\$0.00	\$0.00
Net change by Change Orders	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief this 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:  Date: 2/28/2015

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.

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA - 1983  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006



a. (Column D + E on G7C \$ 36,716.00  
 0.10 % of Stored-Material  
 (Column F on G703) \$ -

b. Total Retainage (Line 5a / 5b or Total in Column I of G703) \$ 357,150.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 321,435.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 305,244.80

8. CURRENT PAYMENT DUE (Line 6 from prior Certificate) \$ 15,190.20

9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 218,085.00

Subscribed and sworn to before me this 28th day of February 2015

Notary Public:  \$ 15,190.20  
 AMOUNT CERTIFIED

ARCHITECT:  Date: 3.3.15  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without





**APPLICATION AND CERTIFICATE FOR PAYMENT**  
**AIA DOCUMENT G702/C-Ma**

**CONSTRUCTION MANAGER-ADVISER EDITION**  
 PAGE ONE OF 1 PAGES

TO: City of Oakbrook Terrace  
 1215 Waukegan Rd.  
 Oakbrook Terrace, IL 60181

PROJECT: City of Oakbrook Terrace  
 New Police Facility and Renovation of City Hall  
 1215 Waukegan Rd.  
 Oakbrook Terrace, IL 60181

FROM CONTRACTOR: MIDWEST MASONRY, INC.  
 1335 WILHELM RD.  
 MUNDELEIN, IL 60060

CONTRACT FOR: MASONRY

APPLICATION NO. 4  
 PERIOD TO: 2/28/2015  
 PROJECT NO. AGENDA ACTION  
 MAR 10 2015

Distribution to:  
 OWNER  
 CONSTRUCTION MANAGER  
 ARCHITECT  
 CONTRACTOR

VIA CONSTRUCTION MANAGER:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,095,600.00
2. Net change by Change Orders \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,095,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 425,150.00

5. RETAINAGE:
  - a. 10 % of Completed Work \$ 42,515.00  
 (Column D + E on G703)
  - b. % of Stored Material  
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 42,515.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 382,635.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 269,235.00
8. CURRENT PAYMENT DUE \$ 113,400.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 712,965.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order		\$0.00

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:  
 MIDWEST MASONRY, INC.  
*Frank A. Dziadus*  
 By: DATE: 2/13/2015

State of: ILLINOIS  
 County of: LAKE  
 Subscribed and sworn to before me this 13th day of February, 2015  
 Notary Public: Bridget O'Connell-BRIDGET AUSTIN  
 My Commission expires: 4/16/2017 NOTARY PUBLIC - STATE OF ILLINOIS  
 MY COMMISSION EXPIRES: 04/16/17

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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 \$ 113,400.00

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

CONSTRUCTION MANAGER:  
 By: *[Signature]* Date: 3-3-15

ARCHITECT:  
 By: *[Signature]* Date: 3-3-15

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.

AIA Document G702, 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.

**Oakbrook Terrace New Police Facility and Renovation to City Hall**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		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 (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	% (G + C)				
<b>14032</b>								
1	<u>New Police Facility</u> Bond	9,000.00	9,000.00		0.00	9,000.00	0.00	900.00
2	Brick Labor	90,000.00			0.00	0.00	90,000.00	0.00
3	Brick Material	16,000.00	6,000.00	3,600.00	0.00	9,600.00	6,400.00	960.00
4	Block Labor	244,000.00	195,200.00		0.00	195,200.00	48,800.00	19,520.00
5	Block Materials	40,500.00	32,400.00		0.00	32,400.00	8,100.00	3,240.00
6	Natural Stone Labor	42,000.00	6,000.00	21,000.00	0.00	21,000.00	21,000.00	2,100.00
7	Natural Stone Material	12,000.00			0.00	6,000.00	6,000.00	600.00
8	Pre Cast Stone Labor	180,000.00		54,000.00	0.00	54,000.00	126,000.00	5,400.00
9	Pre Cast Stone Materials	84,000.00		44,700.00	0.00	44,700.00	39,300.00	4,470.00
10	Miscellaneous Accessories	60,000.00	30,000.00		0.00	30,000.00	30,000.00	3,000.00
11	Mortar/Grout	32,300.00	16,150.00	2,700.00	0.00	18,850.00	13,450.00	1,885.00
12	Shops/Engineering	1,200.00	1,200.00		0.00	1,200.00	0.00	120.00
13	Closeout/As-Build	1,000.00	0.00		0.00	0.00	1,000.00	0.00
14	LEED Submittals	1,000.00	0.00		0.00	0.00	1,000.00	0.00
		<b>813,000.00</b>	<b>295,950.00</b>	<b>126,000.00</b>	<b>0.00</b>	<b>421,950.00</b>	<b>391,050.00</b>	<b>42,195.00</b>
							<b>51.90%</b>	

APP. NO.: 4  
 APP. DATE: 02/13/2015  
 PERIOD TO: 02/28/2015  
 PROJECT NO: 14032

ALA Document G702, 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.

**Oakbrook Terrace New Police Facility and Renovation to City Hall**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	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 (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15	<u>Renovation of City Hall</u> Bond	3,200.00	3,200.00			0.00	3,200.00	0.00	320.00
16	Brick Labor	30,000.00	0.00			0.00	0.00	30,000.00	0.00
17	Brick Material	8,000.00	0.00			0.00	0.00	8,000.00	0.00
18	Block Labor	41,000.00	0.00			0.00	0.00	41,000.00	0.00
19	Block Materials	5,800.00	0.00			0.00	0.00	5,800.00	0.00
20	Natural Stone Labor	51,000.00	0.00			0.00	0.00	51,000.00	0.00
21	Natural Stone Material	23,600.00	0.00			0.00	0.00	23,600.00	0.00
22	Pre Cast Stone Labor	86,700.00	0.00			0.00	0.00	86,700.00	0.00
23	Pre Cast Stone Materials	16,000.00	0.00			0.00	0.00	16,000.00	0.00
24	Miscellaneous Accessories	11,000.00	0.00			0.00	0.00	11,000.00	0.00
25	Mortar/Grout	6,300.00	0.00			0.00	0.00	6,300.00	0.00
PAGE TWO TOTALS		813,000.00	295,950.00		126,000.00	0.00	421,950.00	391,050.00	42,195.00
PAGE TWO TOTALS		282,600.00	3,200.00		0.00	0.00	3,200.00	279,400.00	320.00
TOTALS		1,095,600.00	299,150.00		126,000.00	0.00	425,150.00	670,450.00	42,515.00

MAR 10 2015

**APPLICATION AND CERTIFICATION FOR PAYMENT**

G702

TO CONTRACTOR: Harbour Contractors, Inc.  
215 Main Street  
Plainfield, IL

FROM SUBCONTRACTOR: Unique Plumbing Company, Inc.  
9408 W 47th Street  
Brookfield, Illinois

PROJECT: Oakbrook Terrace Municipal  
17W-275 West Butterfield Road  
Oak Brook, Terrace, IL 60181

OWNER: City of Oakbrook Terrace  
17W-275 West Butterfield Road  
Oakbrook Terrace, IL 60181

APPLICATION NO: 5

PERIOD TO: 28-Feb-15  
Job #: 213427

Distribution to:  
 OWNER  
 ARCHITECT

CONTRACT #: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 451,180.00
- 2. Net change by Change Orders \$ \_\_\_\_\_
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 451,180.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 316,576.99

- 5. RETAINAGE:
  - a. 10 % of Completed Work \$ See Column I of G703 (Column D + E on G703, excluding "store credit")
  - b. 0 % of Stored Material \$ 0 (Column F on G703)

- 6. TOTAL EARNED LESS RETAINAGE \$ 21,657.63  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ 182,421.67
- 8. CURRENT PAYMENT DUE \$ 12,497.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 234,603.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>		
NET CHANGES by Change Order	\$0.00	\$0.00

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: Mary B. Kennedy

By: Mary B. Kennedy  
 Notary Public: SUSAN M. KENNEDY  
 My Commission Expires: 8/6/17

OFFICIAL SEAL:  
 SUSAN M. KENNEDY  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 08/06/17  
 County of Madison, 2015

Subscribed and sworn to before me this 3rd day of March, 2015

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect states 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 substantial accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT indicated.

AMOUNT .....\$ 12992

ARCHITECT: [Signature] Date: 3.3.15

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

This Certificate is not negotiable. The AMOUNT indicated 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.

# CONTINUATION SHEET

G703

The G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification, is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column 1 only. Contracts where variable margins for line items may apply.

APPLICATION NO: 5  
 APPLICATION DATE: 3-Mar-15  
 PERIOD TO: 28-Feb-15  
 OWNER'S CONTRACT NO: 0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (C - E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
	<b>BASE CONTRACT</b>								
01	Police Station	\$ 62,676.00	\$ 62,676.00			\$ 62,676.00	100%		\$ 6,267.60
02	Underground DWV Materials	\$ 66,158.00	\$ 66,158.00			\$ 66,158.00	100%		\$ 6,615.80
03	Underground DWV Labor	\$ 1,151.00	\$ 1,151.10	\$ 3,930.20		\$ 5,745.30	30%	\$ 13,405.70	\$ 574.53
04	Above Ground DWV Materials	\$ 43,748.00	\$ 4,374.80	\$ 8,749.60		\$ 13,124.40	30%	\$ 30,623.60	\$ 1,312.44
05	Above Ground DWV Labor	\$ 18,374.00	\$ 1,937.40			\$ 1,937.40	10%	\$ 17,436.60	\$ 1,937.40
06	Water Piping Materials	\$ 20,892.00	\$ 2,089.20			\$ 2,089.20	10%	\$ 18,802.80	\$ 2,089.20
07	Water Piping Labor	\$ 6,964.00					0%	\$ 6,964.00	
08	Insulation Labor and Material	\$ 17,410.00					0%	\$ 17,410.00	
09	Trim Materials	\$ 20,892.00					0%	\$ 20,892.00	
10	Trim Labor	\$ 10,446.00	\$ 10,446.00			\$ 10,446.00	100%		\$ 1,044.60
11	Storm UG / AG Materials	\$ 8,705.00	\$ 6,533.25	\$ 1,365.75		\$ 7,839.00	80%	\$ 66.00	\$ 783.90
12	Storm Labor	\$ 36,115.00	\$ 36,115.00			\$ 36,115.00	100%		\$ 3,611.50
13	Trough Drain System (Triple Lab&Mat	\$ 6,964.00	\$ 6,964.00			\$ 6,964.00	100%		\$ 696.40
14	Bond and Insurance	\$ 3,482.00	\$ 3,482.00			\$ 3,482.00	100%		\$ 348.20
15	Submittals/shop drawings	\$ 1,741.00					0%	\$ 1,741.00	
16	Testing	\$ 3,482.00					0%	\$ 3,482.00	
17	Closeouts/As-Builts	\$ 4,119.20					0%	\$ 4,119.20	
18	Municipal/City Hall	\$ 6,176.80					0%	\$ 6,176.80	
19	Demo Scope	\$ 16,476.80					0%	\$ 16,476.80	
20	Slab Cut Removal Scope	\$ 16,932.10					0%	\$ 16,932.10	
21	Underground DWV Materials	\$ 9,268.20					0%	\$ 9,268.20	
22	Underground DWV Labor	\$ 9,268.20					0%	\$ 9,268.20	
23	Above Ground Materials	\$ 10,327.80					0%	\$ 10,327.80	
24	Above Ground Labor	\$ 8,236.40					0%	\$ 8,236.40	
25	Water Piping Materials	\$ 4,119.20					0%	\$ 4,119.20	
26	Water Piping Labor	\$ 7,208.60					0%	\$ 7,208.60	
27	Insulation Labor and Material	\$ 6,178.80					0%	\$ 6,178.80	
28	Trim Materials	\$ 2,059.60					0%	\$ 2,059.60	
29	Trim Labor	\$ 1,029.80					0%	\$ 1,029.80	
30	Bond and Insurance	\$ 514.90					0%	\$ 514.90	
31	Submittals/shop drawings	\$ 1,029.80					0%	\$ 1,029.80	
32	Testing	\$ 514.90					0%	\$ 514.90	
	Closeouts/As-Builts	\$ 1,029.80					0%	\$ 1,029.80	

# CONTINUATION SHEET

G703

The G702, 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: 5  
 APPLICATION DATE: 3-Mar-15  
 PERIOD TO: 23-Feb-15  
 OWNERS CONTRACT NO: 0

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D-E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
33									
34	Base Contract Sub Total	\$ 151,599.00	\$ 270,396.77	\$ 13,843.55		\$ 217,576.10	40.5%	\$ 232,015.70	21.67%
01	CHANGE ORDERS								
02									
03									
04									
05									
06									
07									
08									
09									
10									
	Change Order Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	
	<b>GRAND TOTALS</b>	\$ 451,800.00	\$ 200,690.75	\$ 13,843.55	\$ -	\$ 216,776.30	48%	\$ 232,015.70	\$ 21,657.60

MAR 10 2015

Cameo Electric, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

To owner: City of Oak Brook Terrace

AIA DOCUMENT G702

(Instructions on reverse side) PAGE ONE OF Pages

Application No:

5 Distribution to:

OWNER  
ARCHITECT  
CONTRACTOR

From (Contractor): Cameo Electric Inc.

Period To:

Architect's Project No:

10526 W Cermak Rd--Westchester Il--60154

Contract For: Electrical work

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary		Additions	Deductions
Number	Date Approved		
Total			
Approved this Month			
Number	Date Approved		
Totals			
Net change by Change Orders			

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. Original Contract Sum \$1,319,000.00
2. Net change by Change Orders \$ -
3. Contract Sum to Date (line 1 + 2) \$1,319,000.00
4. Total Completed & Stored to Date (Column G on G703) \$100,421.00
5. Retainage:
  - a. % of completed work \$10,042.10
  - b. % of Stored Material (Column F on G703) \$ -

Total Retainage (Line 5a + 5b or Total in Column I of G703)

6. Total Earned Less Retainage (Line 4 Less Line 5 Total) \$90,378.90
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate) \$86,778.90
8. Current Payment Due (Line 3 Less Line 6) \$3,600.00
9. Balance To Finish, Plus Retainage \$1,228,621.10

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the 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 Cameo Electric, Inc  
Barbara Patterson Date 2-19-15  
 Corporate Secretary

Subscribed and sworn to me before this 19 day of Feb 2015  
 Notary Public: John J Palma  
 My Commission expires: 3-30-17  
 Amount Certified \$ 3,600

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.

Architect: [Signature] Date: 3-3-15

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.

G702-1983

# Cameo Electric, Inc.

AIA DOCUMENT G703 PAGE 5 OF

AIA DOCUMENT G702

APPLICATION NUMBER: 5

CONTINUATION SHEET  
AIA Document G702, APPLICATION AND CERTIFICATE 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.

PERIOD FROM: TO:

ARCHITECT'S PROJECT NO.:

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PREVIOUS APPLICATIONS	E WORK COMPLETED		F Stored Materials not in D or E	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
				Work in place	This Application				
	Oakbrook Terrace Police Station								
	Mobilization 2%	\$ 19,310.00	\$ 2,850.00				\$ 2,850.00	\$ 18,460.00	\$ 285.00
	Submittals	\$ 3,860.00	\$ 1,700.00				\$ 1,700.00	\$ 2,260.00	\$ 170.00
	Close/Out/As-Built/LEED	\$ 5,460.00							
	Bond /Insurance	\$ 32,975.00	\$ 32,975.00				\$ 32,975.00		\$ 3,287.50
	Temp Power & Lighting								
	Labor	\$ 3,188.00	\$ 1,600.00				\$ 1,600.00	\$ 1,688.00	\$ 160.00
	Material	\$ 1,332.00	\$ 416.00				\$ 416.00	\$ 916.00	\$ 41.80
	Slab								
	Labor	\$ 13,980.00	\$ 13,980.00				\$ 13,980.00		\$ 1,388.00
	Material:	\$ 7,800.00	\$ 7,800.00				\$ 7,800.00		\$ 780.00
	Fixtures:								
	Labor:	\$ 84,525.00	\$ 5,450.00	\$ 2,000.00			\$ 8,450.00	\$ 76,065.00	\$ 846.00
	Material:	\$ 19,760.00	\$ 500.00				\$ 500.00	\$ 19,260.00	\$ 50.00
	Fixtures:	\$ 108,886.00						\$ 108,886.00	
	Power								
	Labor:	\$ 132,795.00	\$ 9,500.00	\$ 2,000.00			\$ 11,500.00	\$ 121,295.00	\$ 1,150.00
	Material:	\$ 33,846.00						\$ 33,846.00	
	Gas								
	Labor:	\$ 22,411.00						\$ 22,411.00	
	Material:	\$ 13,227.00						\$ 13,227.00	
	Gear:	\$ 17,100.00						\$ 17,100.00	
	Control Transformer Pad								
	Labor:	\$ 17,911.00	\$ 15,850.00				\$ 15,850.00	\$ 2,291.00	\$ 1,565.00
	Material:	\$ 8,375.00	\$ 3,110.00				\$ 3,110.00	\$ 5,265.00	\$ 311.00
	Generator								
	Labor:	\$ 15,016.00						\$ 15,016.00	
	Material:	\$ 6,809.00						\$ 6,809.00	
	Generator	\$ 94,250.00						\$ 94,250.00	
	Crane	\$ 1,200.00						\$ 1,200.00	
	Site Lighting								
	Labor:	\$ 21,051.00						\$ 21,051.00	
	Site Fixtures:	\$ 34,305.00						\$ 34,305.00	
	Material:	\$ 14,333.00						\$ 14,333.00	
	Conduit Stubs For Low Voltage System								
	Labor:	\$ 31,352.00						\$ 31,352.00	
	Material:	\$ 6,550.00						\$ 6,550.00	
	Sub Costs								
	Fire Alarm	\$ 42,374.00						\$ 42,374.00	





AGENDA ACTION

MAR 10 2015

## Interdepartmental Memo

**To: Amy Marrero, City Administrator**  
**From: Chief Wayne Holakovsky**  
**Re: Request for City Council Action: Radio Antennas**  
**Date: March 10, 2015**

The police department is requesting the replacement of the current radio antenna that is located on the south side of city hall. Four companies expressed interest in the competitive bidding process and met with Harbour outlining the design and specifications for the new antennas. As the process continued, two companies decided not to participate and no proposals were sent. After considering the two companies left in the process, it was decided to move forward with Radco Communications Inc., of Glendale Heights, Illinois.

The police department requests City Council authorize the purchase of the new radio antennas as outlined in their proposal, with the total amount for Radco Communications Inc. being \$39,326.55.

If you have any questions, please let me know.



Radco Communications Inc.  
 570 Windy Point Drive  
 Glendale Heights, IL 60139  
 630.858.5212

# QUOTATION

DATE	NUMBER
2/23/2015	13565-03

NAME / ADDRESS
City of Oakbrook Terrace Police Department 17W275 Butterfield Road Oakbrook Terrace, IL 60181 Attn: Chief Holakovsky

Radco Communications, Inc. is pleased to quote on the following:

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
<p>This price quotation is to provide parts, equipment and labor to remove the existing radio equipment from the old Police Station building, reinstall this equipment in the New Police Station and to provide and install a new BDA system to provide in building coverage for the Starcom radio system, a BDA system for a Verizon 4G cellular system, and a new Motorola MIP5000 Console system for dispatch radio in the new Police Station.</p>			
<p><b>Ground Bus for equipment:</b>            Labor to Install a ground bus bar for the antenna systems in the equipment room of the new Police Station on the first floor. Ground bus bar to the building ground. This bar will be used for grounding all antenna systems and radio equipment. Radco to provide and install all parts and equipment for this system.</p>	1	420.00	420.00
<p>material</p>	1	171.25	171.25
<p><b>BDA for Starcom system:</b></p>			
<p>This quotation valid for 60 days. Please direct questions to Don Nolde. Thank you.</p>			<p><b>TOTAL</b></p>

SIGNATURE OF ACCEPTANCE \_\_\_\_\_



Radco Communications Inc.  
 570 Windy Point Drive  
 Glendale Heights, IL 60139  
 630.858.5212

# QUOTATION

DATE	NUMBER
2/23/2015	13565-03

NAME / ADDRESS
<b>City of Oakbrook Terrace          Police Department          17W275 Butterfield Road          Oakbrook Terrace, IL 60181          Attn: Chief Holakovsky</b>

Radco Communications, Inc. is pleased to quote on the following:

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Labor to install a new BDA system to provide in building coverage for the Starcom radio system. This BDA will be installed in the 1st floor equipment room. provide and install blue 1/2" air dielectric transmission line to 6 inside antennas, one in booking, one in the cell area, one by the evidence area and one in each of the Sally Ports and one near the sgt office and patrol/roll call room. Provide and install a new antenna system on the roof of the building for the BDA system. Ground all equipment to the ground bus. Supply and install all equipment.	1	1,120.00	1,120.00
Material including BDA, inside antennas, outside antenna, transmission lines, line splitters, connectors and mounts.	1	8,357.22	8,357.22
<b>BDA for Verizon 4G Cellular</b> Labor to install a new BDA system to provide in building coverage for the Verizon 4G cellular system. This BDA will be install in the 1st floor equipment room. We will provide and install blue 1/2" air dielectric transmission line to 6 inside antennas, one in booking, one in the cell area, one by the evidence area and one in each of the Sally Ports and one near the sgt office and patrol/roll call room. Provide and install roof antenna system as needed. Ground all equipment to ground bus.	1	1,120.00	1,120.00
Material including BDA, inside and outside antennas, transmission lines, splitters, connectors and mounts.	1	7,650.00	7,650.00
This quotation valid for 60 days. Please direct questions to Don Nolde. Thank you.		<b>TOTAL</b>	

SIGNATURE OF ACCEPTANCE \_\_\_\_\_



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 570 Windy Point Drive  
 Glendale Heights, IL 60139  
 630.858.5212

# QUOTATION

DATE	NUMBER
2/23/2015	13565-03

NAME / ADDRESS
City of Oakbrook Terrace Police Department 17W275 Butterfield Road Oakbrook Terrace, IL 60181 Attn: Chief Holakovsky

Radco Communications, Inc. is pleased to quote on the following:

DESCRIPTION	QTY	COST	PROJECT
			TOTAL
<b>Antenna Systems:</b> Supply and install new antenna systems for each of the P.D. radios (DCERN, ILEAS, Starcom, OTPD Channel 6) run antenna line to new roof antennas mounted to the side wall of the roof and terminate antenna line in the equipment room. Provide and install One additional mount and pipe for a spare. Run antenna lines from the radios room to the equipment room then out to the antennas which will be mounted to the roof. Ground all antenna lines with coaxial lightning protectors at the ground bus.			
Install OTPD Channel 6 antenna system.	1	280.00	280.00
Equipment and parts	1	514.52	514.52
Install DCERN antenna system.	1	280.00	280.00
Equipment and parts.	1	526.92	526.92
Install Starcomm (ETSB/DuComm) antenna system	1	280.00	280.00
Equipment and parts	1	514.52	514.52
Install ILEAS antenna system.	1	280.00	280.00
Equipment and parts	1	467.52	467.52
Radio equipment move:			
This quotation valid for 60 days. Please direct questions to Don Nolde. Thank you.			<b>TOTAL</b>

SIGNATURE OF ACCEPTANCE \_\_\_\_\_



Radco Communications Inc.  
 570 Windy Point Drive  
 Glendale Heights, IL 60139  
 630.858.5212

# QUOTATION

DATE	NUMBER
2/23/2015	13565-03

NAME / ADDRESS
City of Oakbrook Terrace Police Department 17W275 Butterfield Road Oakbrook Terrace, IL 60181 Attn: Chief Holakovsky

Radco Communications, Inc. is pleased to quote on the following:

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Remove radio equipment from the equipment room in the old building and install in the new Police station. Provide and run new wiring from the radio equipment room to the radio dispatch room. Wire up equipment to the console and radios, and test all equipment.	1	560.00	560.00
Materials	1	47.60	47.60
Motorola MIP5000 Windows 7 PC based console system. Motorola MIP5000 Console for radio dispatch. Console is quoted with 4 channel licenses, also included are 3 tone Gateways and 1 Digital Gateway to connect the current radio base stations and one CUSTOMER SUPPLIED APX7500 mobile with remote mount 05 control head for use on the DuPage Starcom system. System is quoted with a Motorola MIP5000 certified PC with window 7, Instant Recall Recorder software and license, sound card, PC speakers, Desk microphone, footswitch, headset jack box and a 17" non-touch monitor. NOTE: this console can be upgraded to 48 channels if future needs call for more radio units.	1	14,497.00	14,497.00
Installation of console equipment	1	2,240.00	2,240.00
This quotation valid for 60 days. Please direct questions to Don Nolde. Thank you.			<b>TOTAL</b>

SIGNATURE OF ACCEPTANCE \_\_\_\_\_



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 570 Windy Point Drive  
 Glendale Heights, IL 60139  
 630.858.5212

# QUOTATION

DATE	NUMBER
2/23/2015	13565-03

NAME / ADDRESS
<b>City of Oakbrook Terrace          Police Department          17W275 Butterfield Road          Oakbrook Terrace, IL 60181          Attn: Chief Holakovsky</b>

Radco Communications, Inc. is pleased to quote on the following:

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
<b>WARRANTY:</b>  <b>1. All provided equipment is covered by a one year parts and labor manufacturers warranty for all defects in material and workmanship under normal use and service.</b>  <b>2. WHAT THIS WARRANTY DOES NOT COVER:</b> <b>A) Defects or damage resulting from use of the Product in other than its normal and customary manner.</b> <b>B) Defects or damage from misuse, accident, water, or neglect.</b> <b>C) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.</b> <b>D) Breakage or damage to antennas unless caused directly by defects in material workmanship.</b>  <b>OPTIONAL Maintanace:</b>  <b>Maintanance is available for years 2 through 5 for \$1950 per year and at a discounted price of \$1755 per year if purchased at time of equipment purchase.</b>			
<b>This quotation valid for 60 days. Please direct questions to Don Nolde. Thank you.</b>		<b>TOTAL</b>	

SIGNATURE OF ACCEPTANCE \_\_\_\_\_



Radco Communications Inc.  
 570 Windy Point Drive  
 Glendale Heights, IL 60139  
 630.858.5212

# QUOTATION

DATE	NUMBER
2/23/2015	13565-03

NAME / ADDRESS
<b>City of Oakbrook Terrace          Police Department          17W275 Butterfield Road          Oakbrook Terrace, IL 60181          Attn: Chief Holakovsky</b>

Radco Communications, Inc. is pleased to quote on the following:

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
<b>TERMS:            65% DOWN WITH ORDER            25% UPON INSTALLATION            10% UPON COMPLETION AND ACCEPTANCE.</b>			
<b>This quotation valid for 60 days. Please direct questions to Don Nolde. Thank you.</b>		<b>TOTAL</b>	<b>\$39,326.55</b>

SIGNATURE OF ACCEPTANCE \_\_\_\_\_

January 27<sup>th</sup>, 2015

Budgetary Quote Only:

Attn: Chief Holakovsky

Thank you for choosing Chicago Communications to provide you with a Budgetary Quote for a DAS System for Verizon along with a DAS System for Starcom, and moving the current radio equipment along with replacing a new console and antennas: **Please note the following-This is strictly a budgetary quote, a further evaluation of the facility would need to be completed once it has been raised. This proposal is for the installation of a Verizon 700/850/1900Mhz DAS, (if required) This proposal excludes electrical, coring, roof penetration, EMT Conduit and premium time labor. This proposal is for the installation of a Starcom 700/800MHz DAS, (if required). This proposal excludes repeater electrical, coring, roof penetration, EMT Conduit and premium time labor. A formal proposal will be submitted upon the request of the OakBrook Terrace Police Department.**

**Verizon DAS Quote:**

1. (35) ½ Outdoor Coaxial Cable
2. (300) ½ Outdoor Coaxial Cable
3. (1) 3' Jumper N(M)N(M)
4. (2) 3' Jumper N(M)N(F)
5. (16) ½ Connectors N Male
6. (4) N Male-Female Right Angle
7. (1) Two-Way Splitter 698-2700MHz
8. (2) 8db Directional Coupler
9. (4) Indoor Antennas (698-960/1710-2500Mhz) (N/F)
10. (1) Multi-Band Donor Antenna
11. (1) Ground Kit
12. (2) Wall Mounts
13. (1) Pipe to Pipe Clamp Set
14. (1) Surge Arrestor (F/F) (680-2200MHz)
15. (1) Tri-Band Digital Repeater
16. (1) Installation Services and Shipping
17. (1) Annual Preventative Maintenance Review (One Year)
18. (1) Field Service Monday-Friday 1<sup>st</sup> Echelon 8-4:30pm (One Year)

**Total Estimated Cost: \$14,075.37**

Headquarters  
200 Spangler Ave.  
Einhurst, IL 60126  
Phone 630.832.3311  
Fax 630.832.7599



[www.chicomm.com](http://www.chicomm.com)

Chicago Location  
2100 S Peoria  
Chicago, IL 60608  
Phone 312.829.2700  
Fax 312.829.5157

**Starcom DAS Quote:**

1. (35) ½ Outdoor Coaxial Cable
2. (300) ½ Outdoor Coaxial Cable
3. (2) 3' Jumper N(M)N(F)
4. (14) ½ Connector N Male
5. (4) N Male/Female Right Angle
6. (1) Two-Way Splitter 698-2700MHz
7. (1) 6db Directional Coupler
8. (3) Indoor Antennas 698-960/1710-2500Mhz
9. (1) 700/800Mhz Yagi Donor Antenna
10. (1) Ground Kit
11. (2) Wall Mounts
12. (1) Pipe to Pipe Clamp Set
13. (1) Surge Arrestor (F/F) (680-2200MHz)
14. (1) 700/800MHz SMR Repeater
15. (1) Installation Services and Shipping
16. (1) Annual Preventative Maintenance Review (One Year)
17. (1) Field Service Monday-Friday 1st Echelon 8-4:30pm (One Year)

**Total Estimated Cost: \$12,262.00**

**Radio Equipment Removal and New Console, Antenna:**

1. (1) Desk Top Computer Nexus IP (Windows 7)
2. (1) C-Soft 6 Lines USB
3. (1) 19" LCD Monitor Touch Screen
4. (1) Advanced Headset
5. (1) Mounting Bracket
6. (3) Radio Interface with Decoder
7. (2) Rackmounts
8. (7) 12 Volt Power Supply
9. (7) Power Cords
10. (3) NEO-10 Input/Output
11. (1) Desktop Mic
12. (1) Footswitch
13. (1) Dispatch Speaker Set
14. (1) 24 Port Network Switch
15. (1) 30" Cabinet
16. (100) Cat6 Cable
17. (2) 450-470MHz 3db Antennas
18. (3) 150-158Mhz 3db Antennas
19. (1) 734-806MHz 2.5db Antenna
20. (2) Non-Penetrating Roof Mount X4 Antennas-Removed
21. (2) Rubber Mats - *Removed*
22. (20) Cinder Blocks-Removed
23. (6) 5ft Pipes

**Headquarters**  
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24. (6) Ground Kits
25. (300) Coaxial Cable
26. (12) N/M Connectors
27. (2) Cable Glands
28. (6) Polyphasers
29. (1) 3ft Jumper
30. (1) Power Strip
31. (1) Ground Bar
32. (25) #6 Ground Wire
33. (3) 24 Volt Relay Panel
34. (24) Volt Relay
35. (12) Brackets
36. (1) Installation Services & Shipping
37. (1) Field Service Monday-Friday 8-4:30pm (One Year)

**Total Estimated Cost: \$44,312.81**

**Total Overall Budgetary Cost: \$70,650.18**

Further evaluation of the new facility will need to be fulfilled in order to obtain more firm budgetary pricing.

**Owen Lauerman**  
Government Account Executive  
Chicago Communications  
200 Spangler Ave. Elmhurst, IL 60126  
630-993-4208  
**"Semper Fidelis"**

Headquarters  
200 Spangler Ave.  
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MAR 10 2015

**Interdepartmental Memo**

**To: Mayor Ragucci and City Council**

**From: Michael Sarallo –Assistant to the Mayor/City Administrator**

**Re: July Fourth Celebration - Catering, Production Company, And Musical Act**

**Date: March 4, 2015**

**Fireworks**

The plans for the 2015 July 4<sup>th</sup> Celebration are well under way. The fireworks will once again be provided by Melrose Pyrotechnics, which was approved by the Council February 2014. The City entered into a three (3) year (2014-2016), agreement with Melrose Pyrotechnics at a locked in price of \$20,000.

**Catering Vendor**

The City received the following proposal from Uncle Bub's BBQ. The City has maintained a long standing relationship with this vendor offering a quality choice of food items at a discounted price for the picnic.

For the 2014 July 4<sup>th</sup> event, the menu included Pulled Pork, Hamburgers and Hot Dogs at a cost of \$16,290. For our 2015 event it was subsequently decided to eliminate the Hamburgers and revert back to Pulled Pork and Hot Dogs. Uncle Bub's base menu is consistent with past years and is estimated to cost \$14,382 a reduction of \$1,908. As with past years Uncle Bub's will include: potato chips, watermelon slices, corn on the cob, and assorted beverages. This year, at no additional cost, chocolate chip cookies and brownies will be provided. A 15% (\$2,157.30) gratuity has traditionally been added to the total.

Uncle Bub's has been providing excellent July 4<sup>th</sup> catering services for many years and staff is recommending continuing with their partnership. The picnic is free to residents and guests are required to pay \$10.

**Musical Act**

Further information will follow.

**Production Company and Other Services**

The City has been working with KCM for many years and they provide superior quality services, which is why staff is recommending them again this year. KCM has offered their services for a fee of \$7,750, which is \$1,900 less than last year. This decrease is a result of not having to relocate necessary equipment for the band. Once we have selected entertainment, this need could change. KCM will also be providing a variety of artists in the amount of \$2,500.