



**REGULAR COUNCIL MEETING  
AND COMMITTEE OF THE WHOLE  
AGENDA**

**Tuesday, February 10, 2015  
7:00 P.M.  
City Council Chambers**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. ADDITIONS OR DELETIONS TO THE AGENDA**

**V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS**

1. Regular Meeting Minutes Of January 27, 2015.

**VI. PUBLIC PARTICIPATION**

**VII. ACTION ITEMS/CONSENT AGENDA**

1. Payment of City Bills: February 10, 2015 In The Amount Of \$178,087.36
2. Ordinance No. 15-8: An Ordinance Approving A Rider Extending The Term Of Agreement For Library Services Between The City Of Oakbrook Terrace And The Villa Park Public Library Date December 17, 1987.
3. Ordinance No. 15-9: An Ordinance Amending The Provisions Of Title XI (Business Regulations); Chapter 124 (Video Gaming); Subchapter 124.22 (Number Of Licenses) Of The Code Of Oakbrook Terrace To Codify The Decrease In The Maximum Number Of Video Gaming Location Licenses And The Maximum Number Of Video Gaming Terminal Licenses (Volare, 1919 S. Meyers Road – Volare West LLC.)
4. Ordinance No. 15-10: An Ordinance Granting A Special Use Permit For Physical Therapy On The First Floor Of A Building In The B-3 General Retail District For The Property Commonly Known As 17W745 Butterfield Road, Suites A & B In The City Of Oakbrook Terrace, Illinois.

5. Resolution No. 15-1: A Resolution Appointing An Authorized Agent. To The Illinois Municipal Retirement Fund For the City Of Oakbrook Terrace, Illinois.
6. Denial of Midwest Masonry's Winter Conditions \$30,857 Change Order.

**VIII. ITEMS REMOVED FROM THE CONSENT AGENDA**

**IX. RECESS TO THE COMMITTEE OF THE WHOLE**

**X. MAYOR RAGUCCI**

**XI. COMMITTEE OF THE WHOLE CONSIDERATIONS**

1. Continued Discussion of Proposed Code Amendment: Sealing Of Supplemental Wells
2. Health/Dental/Life Renewal
3. Status Report Payout Number Four (4): Cameo Electric, Inc.
4. Status Report Payout Number Four (4): Unique Plumbing Company, Inc.
5. Status Report Payout Number Two (2): Champion Drywall, Inc.
6. Status Report Payout Number One (1): All American Exterior Solutions.
7. Status Report Payout Number One (1): Caliber Construction Company
8. Status Report Payout Number One (1): Nelson Fire Protection
9. Status Report Payout Number Four (4): Builders Concrete Services LLC.
10. An Ordinance To Increase The Number of Class "E" Liquor Licenses (J.M.J. Assets, LLC. – Ellie's OBT DBA Ellie's Coffee Bar)
11. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Caliber Construction Co. For The Furnishing Of EIFS Systems (Bid Package 07C) For The New Police Facility And Renovation Of City Hall.
12. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abbey Paving & Sealcoating Co., Inc. For The Furnishing Of General Site Maintenance (Bid Package 00B) For The New Police Facility And Renovation Of City Hall.
13. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Libertyville Tile & Carpet, Ltd. For The Furnishing Of Ceramic Tile Flooring (Bid Package 09D) For The New Police Facility And Renovation Of City Hall.

**XII. COUNCIL MEMBER COMMENTS**

**XIII. CITY ATTORNEY RAMELLO**

**XIV. CITY CLERK GRECO**

**XV. CITY ADMINISTRATOR MARRERO**

**XVI. RECONVENE THE CITY COUNCIL MEETING**

## **XVII. NEW BUSINESS**

1. Ordinance No. 15-11: An Ordinance To Approve and Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Caliber Construction Co. For The Furnishing Of EIFS Systems (Bid Package 07C) For The New Police Facility And Renovation Of City Hall.
2. Ordinance No. 15-12: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abbey Paving & Sealcoating Co., Inc. For General Site Maintenance (Bid Package 00B) For The New Police Facility And Renovation Of City Hall.
3. Ordinance No. 15-13: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Libertyville Tile & Carpet, Ltd. For Ceramic Tile Flooring (Bid Package 09D) For The New Police Facility And Renovation Of City Hall.

## **ADJOURN**

*In compliance with the American with Disabilities Act and other applicable Federal and State laws, the City of Oakbrook Terrace meetings will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the Executive Offices at 17W275 Butterfield Road, Oakbrook Terrace, Illinois 60181, or call (630) 941-8300 in advance of the meeting to inform them of their anticipated attendance.*



**Memorandum for the Regular City Council Meeting and  
Committee of the Whole for  
Tuesday, February 10, 2015 at 7:00 PM**

**REGULAR COUNCIL MEETING AGENDA**

- I. CALL TO ORDER – Mayor Ragucci**
- II. ROLL CALL – City Clerk Greco**
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO AGENDA**
- V. APPROVAL OF MINUTES - CHANGES – CORRECTIONS**
  - 1. Regular Meeting Minutes Of January 27, 2015.
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS/CONSENT AGENDA**
  - 1. Payment of City Bills: February 10, 2015 In The Amount Of \$178,087.36
  - 2. Ordinance No. 15-8: An Ordinance Approving A Rider Extending The Term Of Agreement For Library Services Between The City Of Oakbrook Terrace And The Villa Park Public Library Date December 17, 1987.
  - 3. Ordinance No. 15-9: An Ordinance Amending The Provisions Of Title XI (Business Regulations); Chapter 124 (Video Gaming); Subchapter 124.22 (Number Of Licenses) Of The Code Of Oakbrook Terrace To Codify The Decrease In The Maximum Number Of Video Gaming Location Licenses And The Maximum Number Of Video Gaming Terminal Licenses (Volare, 1919 S. Meyers Road – Volare West LLC.)
  - 4. Ordinance No. 15-10: An Ordinance Granting A Special Use Permit For Physical Therapy On The First Floor Of A Building In The B-3 General Retail District For The Property Commonly Known As 17W745 Butterfield Road, Suites A & B In The City Of Oakbrook Terrace, Illinois.
  - 5. Resolution No. 15-1: A Resolution Appointing An Authorized Agent. To The Illinois Municipal Retirement Fund For the City Of Oakbrook Terrace, Illinois.
  - 6. Denial of Midwest Masonry's Winter Conditions \$30,857 Change Order.

***The Mayor asks the City Council members if they would like to remove any item(s) from the Consent Agenda. The Mayor also asks the City Attorney if any items should be***

*removed from the Consent Agenda by the Council because they are not ready or new information is available.*

RECOMMENDED MOTION: I move to approve all of the items contained on the consent agenda for February 10, 2015 (*as presented*) or (*as amended*). (Roll Call Vote, Mayor's Vote Not Called).

❖ **EXPLANATION OF ITEMS ON THE CONSENT AGENDA (*For Council Only*)**

**VIII. ITEMS REMOVED FROM THE CONSENT AGENDA**

**IX. RECESS TO THE COMMITTEE OF THE WHOLE**

**X. MAYOR RAGUCCI**

**XI. COMMITTEE OF THE WHOLE CONSIDERATIONS**

1. Continued Discussion of Proposed Code Amendment: Sealing Of Supplemental Wells

At the last meeting the Council discussed a proposed ordinance for the sealing of supplemental wells. Please review the memorandum from the Public Services Director as well as the detailed listing of the 68 active supplemental wells located in the City. The Council should discuss the proposed code amendment and determine whether the seller or buyer needs to seal the supplemental well, upon the transfer of the property. The Council should also discuss how to handle a supplemental well if the property becomes a rental. The Public Services Director will be in attendance to answer your questions.

**Recommended Action:** If the Council concurs with the proposed ordinance as is or as amended, then it should be placed on the next consent agenda.

**Goal & Objective Served:** None.

2. Health/Dental/Life Renewal

Please review the memo from the Assistant to the Mayor and Administrator included in your packet regarding the health, life, and dental insurance renewal. A representative from Assurance Agency will be in attendance at the meeting to answer any further questions you may have.

**Recommended Action:** None.

**Goal & Objective Served:** None, budget administration.

3. Status Report Payout Number Four (4): Cameo Electric, Inc.

Please review the contractor's application for payment number four (4) in the amount of \$5,400 for the electrical work performed for the month of January 2015. The payment applications have been approved by Harbour Contractor's and Williams Architects. Additionally, the prevailing wage reports have also been submitted and approved, but the proper lien waivers still need to be submitted.

If the documents are not submitted, and approved by the next council meeting, this payout will not be placed on the consent agenda, and the contractor's payout will be delayed until the proper documents are received.

**Recommended Action:** If the payout is acceptable to the Council as presented and the necessary documents are submitted and approved, then this item will be placed on the next consent agenda.

**Goal & Objective:** Oversee The Completion Of The New Police Station And City Hall Renovation.

4. Status Report Payout Number Four (4): Unique Plumbing Company, Inc.

Please review the contractor's application for payment number four (4) in the amount of \$4,700 for the building plumbing work performed for the month of January 2015. The payment applications have been approved by Harbour Contractor's and Williams Architects. Additionally, proper lien waivers have also been submitted and approved, but the prevailing wage reports still need to be submitted.

If the documents are not submitted, and approved by the next council meeting, this payout will not be placed on the consent agenda, and the contractor's payout will be delayed until the proper documents are received.

**Recommended Action:** If the payout is acceptable to the Council as presented and the necessary documents are submitted and approved, then this item will be placed on the next consent agenda.

**Goal & Objective:** Oversee The Completion Of The New Police Station And City Hall Renovation.

5. Status Report Payout Number Two (2): Champion Drywall, Inc.

Please review the contractor's application for payment number two (2) in the amount of \$72,797.40 for the metal trusses and carpentry performed for the month of January 2015. The payment applications have been approved by Harbour Contractor's and Williams Architects. Additionally, proper lien waivers and prevailing wage reports have also been submitted and approved.

**Recommended Action:** If the payout is acceptable to the Council as presented then this item will be placed on the next consent agenda.

**Goal & Objective:** Oversee The Completion Of The New Police Station And City Hall Renovation.

6. Status Report Payout Number One (1): All American Exterior Solutions.

Please review the contractor's application for payment number one (1) in the amount of \$26,748 for the roofing work performed for the month of January 2015. The payment applications have been approved by Harbour Contractor's and Williams Architects.

Additionally, proper lien waivers have also been submitted and approved, but the prevailing wage reports still need to be submitted.

If the documents are not submitted, and approved by the next council meeting, this payout will not be placed on the consent agenda, and the contractor's payout will be delayed until the proper documents are received.

**Recommended Action:** If the payout is acceptable to the Council as presented and the necessary documents are submitted and approved, then this item will be placed on the next consent agenda.

**Goal & Objective:** Oversee The Completion Of The New Police Station And City Hall Renovation.

7. Status Report Payout Number One (1): Caliber Construction Company

Please review the contractor's application for payment number one (1) in the amount of \$12,150 for the metal framing and drywall performed for the month of December 2014. The payment applications have been approved by Harbour Contractor's and Williams Architects. Additionally, proper lien waivers and prevailing wage reports still need to be submitted.

If the documents are not submitted, and approved by the next council meeting, this payout will not be placed on the consent agenda, and the contractor's payout will be delayed until the proper documents are received.

**Recommended Action:** If the payout is acceptable to the Council as presented and the necessary documents are submitted and approved, then this item will be placed on the next consent agenda.

**Goal & Objective:** Oversee The Completion Of The New Police Station And City Hall Renovation.

8. Status Report Payout Number One (1): Nelson Fire Protection

Please review the contractor's application for payment number one (1) in the amount of \$6,444 for the fire protection work performed for the month of January 2015. The payment applications have been approved by Harbour Contractor's and Williams Architects. Additionally, proper lien waivers have also been submitted and approved, but the prevailing wage reports still need to be submitted.

If the documents are not submitted, and approved by the next council meeting, this payout will not be placed on the consent agenda, and the contractor's payout will be delayed until the proper documents are received.

**Recommended Action:** If the payout is acceptable to the Council as presented and the necessary documents are submitted and approved, then this item will be placed on the next consent agenda.

**Goal & Objective:** Oversee The Completion Of The New Police Station And City Hall Renovation.

9. Status Report Payout Number Four (4): Builders Concrete Services LLC.

Please review the contractor's application for payment number four (4) in the amount of \$11,862.90, for the excavation work performed for the month of January 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects. Additionally, proper lien waivers and prevailing wage reports still need to be submitted.

If the documents are not submitted, and approved by the next council meeting, this payout will not be placed on the consent agenda, and the contractor's payout will be delayed until the proper documents are received.

**Recommended Action:** If the payout is acceptable to the Council as presented and the necessary documents are submitted and approved, then this item will be placed on the next consent agenda.

**Goal & Objective:** Oversee The Completion Of The New Police Station And City Hall Renovation.

10. An Ordinance To Increase The Number of Class "E" Liquor Licenses (J.M.J. Assets, LLC. – Ellie's OBT DBA Ellie's Coffee Bar)

Please review the draft ordinance increasing the number of Class "E" liquor licenses available in the City. Currently, the City has six (6) Class "E" licenses, and needs to increase the licenses by one (1) for Ellie's Coffee Bar. Also included in your packets for your review, is the application from Ellie's. Ellie's Coffee Bar will be located at 17W620 14<sup>th</sup> Street.

**Recommended Action:** If the Council concurs with the ordinance as drafted, then it should be placed on the next consent agenda for approval.

**Goal & Objective Served:** None, General Liquor Control

11. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Caliber Construction Co. For The Furnishing Of EIFS Systems (Bid Package 07C) For The New Police Facility And Renovation Of City Hall.

Included in your packets is a draft ordinance, notice of award, and trade contract prepared by the City Administrator to award and approve EIFS systems (soffits) for the new police facility/city hall renovation.

It has been determined by the City Administrator and Harbour Contractor's that the recommended trade contractor for the EIFS systems, should be awarded to Caliber Construction of Woodridge, Illinois for a total amount of \$49,626. As indicated in the bid award, the bid came in below budget with a savings of \$37,221.

A representative from Harbour Contractor's will be in attendance to address any concerns you may have.

**Recommended Action:** If the Council concurs with the draft ordinance as presented, then the ordinance should be approved during the reconvened meeting.

**Goal & Objective:** Oversee The Completion Of The New Police Station And City Hall Renovation.

12. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abbey Paving & Sealcoating Co., Inc. For The Furnishing Of General Site Maintenance (Bid Package 00B) For The New Police Facility And Renovation Of City Hall.

Included in your packets is a draft ordinance, notice of award, and trade contract prepared by the City Administrator to award and approve general site maintenance for the new police facility/city hall renovation.

It has been determined by the City Administrator and Harbour Contractor's that the recommended trade contractor for the general site maintenance, should be awarded to Abbey Paving and Sealcoating Co., Inc. of Aurora, Illinois for a total amount of \$34,400. As indicated in the bid award, the bid came in below budget with a savings of \$5,600.

A representative from Harbour Contractor's will be in attendance to address any concerns you may have.

**Recommended Action:** If the Council concurs with the draft ordinance as presented, then the ordinance should be approved during the reconvened meeting.

**Goal & Objective:** Oversee The Completion Of The New Police Station And City Hall Renovation.

13. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Libertyville Tile & Carpet, Ltd. For The Furnishing Of Ceramic Tile Flooring (Bid Package 09D) For The New Police Facility And Renovation Of City Hall.

Included in your packets is a draft ordinance, notice of award, and trade contract prepared by the City Administrator to award and approve the ceramic tiling for the new police facility/city hall renovation.

It has been determined by the City Administrator and Harbour Contractor's that the recommended trade contractor for the ceramic tiling should be awarded to Libertyville Tile and Carpet, Ltd. of Libertyville, Illinois for a total amount of \$125,389. As indicated in the bid award, the bid came under budget with a savings of \$15,594.

A representative from Harbour Contractor's will be in attendance to address any concerns you may have.

**Recommended Action:** If the Council concurs with the draft ordinance as presented, then the ordinance should be approved during the reconvened meeting.

**Goal & Objective:** Oversee The Completion Of The New Police Station And City Hall Renovation.

**XII. COUNCIL MEMBERS COMMENTS**

During this portion of the meeting, the Council members can bring up items that are of concern to them in order that they can be placed on a future agenda for discussion.

**XIII. CITY ATTORNEY RAMELLO**

**XIV. CITY CLERK GRECO**

**XV. CITY ADMINISTRATOR MARRERO**

**XVI. RECONVENE THE CITY COUNCIL MEETING**

**XVII. NEW BUSINESS**

1. Ordinance No. 15-11: An Ordinance To Approve and Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Caliber Construction Co. For The Furnishing Of EIFS Systems (Bid Package 07C) For The New Police Facility And Renovation Of City Hall.
2. Ordinance No. 15-12: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abbey Paving & Sealcoating Co., Inc. For General Site Maintenance (Bid Package 00B) For The New Police Facility And Renovation Of City Hall.
3. Ordinance No. 15-13: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Libertyville Tile & Carpet, Ltd. For Ceramic Tile Flooring (Bid Package 09D) For The New Police Facility And Renovation Of City Hall.

**ADJOURN**

**CITY OF OAKBROOK TERRACE  
MINUTES OF THE REGULAR CITY COUNCIL AND  
COMMITTEE OF THE WHOLE MEETING  
TUESDAY, JANUARY 27, 2015**

**AGENDA ACTION**

**FEB 10 2015**

**I. CALL TO ORDER**

The Mayor called the January 27, 2015, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 P.M.

**II. ROLL CALL**

Roll call indicated the following Aldermen were in attendance:

Present: Esposito, Przychodni, Swartz, Thomas, Vlach, and Mayor Ragucci  
Absent: None

Also in attendance were City Clerk D. Greco, City Administrator A. Marrero, Building and Zoning Administrator M. Dragan, Assistant to the Mayor and Administrator M. Sarallo, and City Attorney R. Ramello.

**III. PLEDGE OF ALLEGIANCE**

The Mayor led everyone in the Pledge of Allegiance.

**IV. ADDITIONS OR DELETIONS TO THE AGENDA**

None.

**V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS**

1. Regular Meeting Minutes Of January 13, 2015.

**Motion to approve the minutes of the January 13, 2015 Regular City Council and Committee of the Whole as presented was made by Alderman Thomas and seconded by Alderman Przychodni.**

**Ayes: Esposito, Przychodni, Swartz, Thomas, and Vlach  
Nays: None**

**Motion passed.**

**VI. PUBLIC PARTICIPATION**

None.

**VII. ACTION ITEMS/CONSENT AGENDA**

1. Payment Of City Bills: January 27, 2015 In The Amount Of \$693,178.49.

**CITY OF OAKBROOK TERRACE  
MINUTES OF THE REGULAR CITY COUNCIL AND  
COMMITTEE OF THE WHOLE MEETING  
TUESDAY, JANUARY 27, 2015**

2. Personnel & Payroll Report for December 2014.
3. Treasurer's Report For December 2014.
4. Approval Of Payout Number 21: Harbour Contractor's Inc. In The Amount Of \$47,209.77 For The New Police Station And City Hall Renovation.
5. Approval Of Payout Number Three (3): Midwest Masonry, Inc. In The Amount Of \$115,155 For The New Police Station And City Hall Renovation.
6. Approval Of Payout Number Three (3): Cameo Electric, Inc. In The Amount Of \$19,134 For The New Police Station And City Hall Renovation.
7. Approval Of Payout Number Three (3): Unique Plumbing Co, Inc. In The Amount Of \$9,676.57 For The New Police Station And City Hall Renovation.
8. Approval Of Payout Number One (1): Champion Drywall, Inc. In The Amount Of \$233,447.40 For The New Police Station And City Hall Renovation.
9. Approval Of Payout Number One (1): Mercedes Section Five Installations, Inc. In The Amount Of \$23,400 For The New Police Station And City Hall Renovation.
10. Approval Of Payout Number One (1): Westside Mechanical, Inc. In The Amount Of \$22,206.30 For The New Police Station And City Hall Renovation.
11. Ordinance No. 15-5: An Ordinance Approving And Authorizing The Execution Of An Agreement By And Between The City Of Oakbrook Terrace And Clarke Environmental Mosquito Management, Inc. For Mosquito Abatement Services For The City Of Oakbrook Terrace, Illinois.

**Motion to approve all the items contained on the Consent Agenda as presented for January 27, 2015 was made by Alderman Swartz and seconded by Alderman Esposito.**

**Ayes: Esposito, Przychodni, Swartz, Thomas, and Vlach  
Nays: None**

**Motion passed.**

**VIII. ITEMS REMOVED FROM THE CONSENT AGENDA**

None.

**IX. RECESS TO THE COMMITTEE OF THE WHOLE**

**Motion to recess to the Committee of the Whole portion of this meeting was made by Alderman Thomas and seconded by Alderman Przychodni.**

**Ayes: Esposito, Przychodni, Swartz, Thomas, and Vlach  
Nays: None**

**Motion passed.**

**CITY OF OAKBROOK TERRACE  
MINUTES OF THE REGULAR CITY COUNCIL AND  
COMMITTEE OF THE WHOLE MEETING  
TUESDAY, JANUARY 27, 2015**

**X. MAYOR RAGUCCI**

1. Recognition Plaque Presentation to Michael Sarallo

Ragucci presented a recognition plaque to former Alderman Michael Sarallo for his 15 years of service on the City Council from 1999 through 2014. Sarallo thanked the Council and said he was honored to serve with them as well as past councils. Sarallo said when you decide to run for office you don't know what is expected. Sarallo said you learn through watching and listening. Sarallo said the decisions made affect all residents, not only in Oakbrook Terrace, but surrounding communities. Sarallo stated the Council does what they think is best for Oakbrook Terrace because that is what they signed on for. Sarallo said the City's boards and commissions work for what is best in the City.

Sarallo said he is very lucky to have been part of such a great group that has Oakbrook Terrace in their hearts and minds. Sarallo shared a line from Keanu Reeves from the movie *The Replacements*, "Gentlemen and ladies, it's been an honor sharing the field of battle with you."

**XI. COMMITTEE OF THE WHOLE CONSIDERATIONS**

1. Request To Renew The Service Contract With The Villa Park Library

Sandra Hill, the Library Director for the Villa Park Library, shared some library statistics for the period of January 2014 through December 2014 regarding Oakbrook Terrace residents. Hill reported there are currently 138 Oakbrook Terrace cardholders and 9,027 items were checked out by Oakbrook Terrace residents.

Hill said the library is focusing on outreach and will be attending many Oakbrook Terrace Park District events this year. Hill said the library is transitioning to more digital services and added two (2) self-checkouts this year. Hill stated the library is currently conducting a building analysis. Hill indicated she would like to see a free public library location in Oakbrook Terrace that would not require much space. Ragucci said when the City Hall remodeling project is complete some space will be available for this.

The Council concurred to place this item on the next consent agenda.

2. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Cain Millwork, Inc. For The Furnishing Of Cabinets and Millwork (Bid Package 06B) For The New Police Facility And Renovation Of City Hall.

**CITY OF OAKBROOK TERRACE  
MINUTES OF THE REGULAR CITY COUNCIL AND  
COMMITTEE OF THE WHOLE MEETING  
TUESDAY, JANUARY 27, 2015**

Ragucci referenced the proposed trade contract for Cain Millwork Inc. for cabinets and millwork. Ragucci said a purchase order was approved at the last meeting, but a trade contract is needed. Ragucci said the proposed ordinance repeals Ordinance No. 15-4 approved at the last meeting. Marrero said since this contract includes labor a trade contract is necessary.

The Council concurred to approve this during the reconvened meeting.

3. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Menconi Terrazzo, LLC. For The Furnishing Of Fluid Applied Flooring (Bid Package 09G) For The New Police Facility And Renovation Of City Hall.

Ragucci referenced the proposed trade contract for Menconi Terrazzo, LLC. for epoxy flooring in the amount of \$58,276. The Council concurred to approve this during the reconvened meeting.

4. Midwest Masonry's Winter Conditions \$30,857 Change Order

Marrero referenced Midwest Masonry's Winter Conditions Change Order in the amount of \$30,857. Marrero said since the change order exceeded \$20,000, it requires City Council approval. Marrero recommended denial of the change order because the contract already included provisions for winter conditions.

Ramello stated if the Council were to approve this under the Change Order Act, the Council would have to make a finding that the changes were not reasonably foreseen, or in the best interest of the City. Ramello noted the scope of work section in the contract provides that the contractor is responsible for protections of his work as well as the masonry installed each day. Ramello said the specifications provide for temporary facilities and controls, which requires the contractor to provide temporary heating and cooling for the construction activities necessary for the curing and drying of completed installations from adverse temperatures or high humidity.

Ramello added the contract also requires the contractor to provide temporary enclosures for the protections of construction in progress from exposure from weather conditions. Ramello noted the specifications reference national standards which require the masonry be protected against cold weather using heated enclosures and infrared lamps.

Ramello explained the master project schedule prepared by Harbour Contractors is used as a basis for contractors bidding on a contract. Ramello stated this schedule calls for masonry to go from October 2014 through March 2015. Ramello said the contractor was well aware when bidding on this project that

**CITY OF OAKBROOK TERRACE  
MINUTES OF THE REGULAR CITY COUNCIL AND  
COMMITTEE OF THE WHOLE MEETING  
TUESDAY, JANUARY 27, 2015**

winter conditions should have been included in the original contract price. Ramello said he agrees with the City Administrator that the contract provides for winter conditions and the change order should be denied.

Esposito asked if the contractor concluded their work. Ragucci said the contractor is still working on the building. Esposito asked if the City has a back-up contractor to complete this project where the contractor left off. Chris Kozak, of Harbour Contractors, replied at this point the City is denying a change order not terminating the contractor. Kozak said he will communicate back to Midwest that the City is denying the change order. Ramello said Midwest has a right to file a complaint to the City Administrator. Ramello added if Midwest disagrees with the City Administrator's handling of the complaint, then Midwest can appeal to the City Council. Ramello noted if Midwest disagrees with the City Council finding, then Midwest can file a lawsuit through the Circuit Court.

Vlach stated it stands to reason Midwest would have been working in the winter. Ragucci said Midwest Masonry needs to correct their paperwork to reflect Oakbrook Terrace. The Council concurred to deny the change order and place this denial on the next consent agenda.

5. Letter of Recommendation:17W745 Butterfield Road Suites A&B

Dragan stated a public hearing was held before the Planning and Zoning Commission on January 6, 2015 to consider the request for a special use permit to allow for physical therapy on the first floor of a building in the B-3 General Retail district at 17W745 Butterfield Road. Dragan noted the business space is approximately 2,200 square feet and will consist of massage therapists, a personal golf trainer, which are both permitted uses, and a physical therapist which requires a special use permit. Dragan noted the Planning and Zoning Commission recommended approval of this request.

Dragan said as the City Council is aware from the previous meeting, in the near future, the Planning and Zoning Commission will discuss various text amendments including a modification to the current code to allow physical therapists in one story office buildings zoned B-3 General Retail. Ragucci said this is long overdue.

The Council concurred to place this on the next consent agenda.

6. Appointment Of Illinois Municipal Retirement Fund (IMRF) Authorized Agent

Ragucci referenced the resolution designating Michael Sarallo as the authorized IMRF agent for the City. Marrero noted the City is required to appoint an

**CITY OF OAKBROOK TERRACE  
MINUTES OF THE REGULAR CITY COUNCIL AND  
COMMITTEE OF THE WHOLE MEETING  
TUESDAY, JANUARY 27, 2015**

employee as the IMRF Authorized Agent to handle all the pension requirements for non-union staff.

The Council concurred to place this on the next consent agenda.

**7. Proposed Code Amendment: Sealing of Supplemental Wells**

Ragucci referenced the proposed code amendment requiring the sealing of a well within 30 days of a property transfer. Vlach indicated the issue regarding the sealing of supplemental wells arose when a house recently sold. Vlach suggested a system be implemented so that when homes are sold, the City can check to see if there is a well on the property. Vlach recommended the seller be required to seal the well, not the buyer when a property is transferred. Vlach also recommended if a house with a well becomes a rental, that the well be sealed before it can be rented out.

Thomas felt he made a mistake by capping his well and added it would have been nice for irrigation purposes. Ragucci said there are not many wells remaining in the City. Ragucci said it is more of a safety issue and original owners are grandfathered in. Ragucci asked for a list of properties within the City that still contain wells.

Esposito said 10 years ago people had the option to keep or cap their well and some were contaminated so the wells were capped. Greco stated if you buy a home with a well, DuPage County requires the capping of the well. Greco said DuPage County does not allow homeowners to have a City water connection and a well. Sarallo said DuPage County is requiring the capping of wells.

Ragucci suggested staff gather additional information about these wells and report back to the Council at the next meeting.

**8. An Ordinance To Decrease The Number Of Video Gaming Location Licenses And The Number Of Video Gaming Terminals – Volare West d/b/a Volare 1919 South Meyers Road.**

Ragucci said Volare pulled their machines a while ago because they were not doing very well. The Council concurred to place this item on the next consent agenda.

**XII. COUNCIL MEMBER COMMENTS**

None.

**XIII. CITY ATTORNEY RAMELLO**

**CITY OF OAKBROOK TERRACE  
MINUTES OF THE REGULAR CITY COUNCIL AND  
COMMITTEE OF THE WHOLE MEETING  
TUESDAY, JANUARY 27, 2015**

Ramello stated former Governor Quinn did not approve any medical marijuana dispensaries or cultivation centers. Ramello noted Governor Rauner will be reviewing the applications and it will be several months before the applications are approved.

**XIV. CITY CLERK GRECO**

Greco indicated it was privilege to serve with Sarallo on the Council.

**XV. CITY ADMINISTRATOR MARRERO**

Marrero asked the Council for their consideration on staff submitting the budget books at the February 24, 2015 meeting rather than the February 10, 2015 meeting. Marrero explained that due to staff shortages, the budget process has been delayed. The Council agreed to receive the budget books on February 24, 2015 instead.

**XVI. RECONVENE THE CITY COUNCIL MEETING**

**Motion to reconvene was made by Alderman Przychodni and seconded by Alderman Esposito.**

**Ayes: Esposito, Przychodni, Swartz, Thomas, and Vlach  
Nays: None**

**Motion passed.**

**XVII. NEW BUSINESS**

1. **Ordinance No. 15-6: An Ordinance To Approve and Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Cain Millwork, Inc. For Cabinets and Millwork (Bid Package 06B) For The New Police Facility And Renovation Of City Hall.**

**Motion To Approve Ordinance No. 15-6: An Ordinance To Approve and Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Cain Millwork, Inc. For Cabinets and Millwork (Bid Package 06B) For The New Police Facility And Renovation Of City Hall was made by Alderman Thomas and seconded by Alderman Vlach.**

**Ayes: Esposito, Przychodni, Swartz, Thomas, and Vlach  
Nays: None**

**Motion passed.**

**CITY OF OAKBROOK TERRACE  
MINUTES OF THE REGULAR CITY COUNCIL AND  
COMMITTEE OF THE WHOLE MEETING  
TUESDAY, JANUARY 27, 2015**

2. Ordinance No. 15-7: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Menconi Terrazzo, LLC. For Fluid Applied Flooring (Bid Package 09G) For The New Police Facility And Renovation Of City Hall.

**Motion To Approve Ordinance No. 15-7: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Menconi Terrazzo, LLC. For Fluid Applied Flooring (Bid Package 09G) For The New Police Facility And Renovation Of City Hall was made by Alderman Thomas and seconded by Alderman Vlach.**

**Ayes: Esposito, Przychodni, Swartz, Thomas, and Vlach  
Nays: None**

**Motion passed.**

**ADJOURN**

**Motion to adjourn was made by Alderman Przychodni and seconded by Alderman Esposito at 7:35PM.**

**Motion carried unanimously.**

Submitted,

Aileen Haslett  
Recording Secretary

**CITY OF OAKBROOK TERRACE**  
**Bills Payable Summary Report for February 10, 2015**

|   |           |                   |
|---|-----------|-------------------|
| <b>Corporate Fund (01)</b>                      |           |                   |
| Check Run                                       | \$        | 125,938.14        |
| Manual Check                                    | \$        | 22,397.71         |
| <b>Corporate Fund Total</b>                     | <b>\$</b> | <b>148,335.85</b> |
| <b>Impact Donation Fund (02)</b>                |           |                   |
| Check Run                                       | \$        | -                 |
| Manual Check                                    | \$        | -                 |
| <b>Impact Donation Fund Total</b>               | <b>\$</b> | <b>-</b>          |
| <b>Water Fund (03)</b>                          |           |                   |
| Check Run                                       | \$        | 4,652.04          |
| Manual Check                                    | \$        | 3,058.52          |
| <b>Water Fund Total</b>                         | <b>\$</b> | <b>7,710.56</b>   |
| <b>SSA Debt Service Fund (04)</b>               |           |                   |
| Check Run                                       | \$        | -                 |
| Manual Check                                    | \$        | -                 |
| <b>SSA Debt Service Fund Total</b>              | <b>\$</b> | <b>-</b>          |
| <b>Motor Fuel Tax Fund (05)</b>                 |           |                   |
| Check Run                                       | \$        | 8,681.88          |
| Manual Check                                    | \$        | -                 |
| <b>Motor Fuel Tax Fund Total</b>                | <b>\$</b> | <b>8,681.88</b>   |
| <b>2010 Debt Service Business District (08)</b> |           |                   |
| Check Run                                       | \$        | -                 |
| Manual Check                                    | \$        | -                 |
| <b>2010 Debt Service Business District (08)</b> | <b>\$</b> | <b>-</b>          |
| <b>Capital Improvement Fund (09)</b>            |           |                   |
| Check Run                                       | \$        | 11,980.17         |
| Manual Check                                    | \$        | 1,378.90          |
| <b>Capital Improvement Fund Total</b>           | <b>\$</b> | <b>13,359.07</b>  |
| <b>2012 Debt Service Business District (12)</b> |           |                   |
| Check Run                                       | \$        | -                 |
| Manual Check                                    | \$        | -                 |
| <b>2012 Debt Service Business District (12)</b> | <b>\$</b> | <b>-</b>          |
| <b>Total Bills Payable</b>                      | <b>\$</b> | <b>178,087.36</b> |

**CITY OF OAKBROOK TERRACE  
MANUAL BILLS PAYABLE**

February 10, 2015

| <u>Account No.</u> | <u>Vendor</u>                          | <u>Description</u>                               | <u>Check No.</u> | <u>Date</u> | <u>Amount</u>     |
|--------------------|--|--|------------------|-------------|-------------------|
| 01-04-5758-00      | Comcast                                | Service 01/08/15 - 02/07/15                      | 101075           | 1/28/2015   | \$187.97          |
| 01-01-5615-00      | West Suburban Bank Visa                | Protest meeting                                  | 101076           | 1/28/2015   | \$23.54           |
| 01-05-5780-00      |  | Memory card for City camera                      |                  |             | \$10.80           |
| 01-05-5780-00      |  | Children's Holiday Party pictures                |                  |             | \$14.00           |
| 01-01-5615-00      |  | Telephone meeting luncheon                       |                  |             | \$30.50           |
| 01-01-6110-00      |  | Robert's Rules of Order - Swartz                 |                  |             | \$12.34           |
| 01-00-1575-00      |  | 2015 IPPFA IL Public Pension Conference          |                  |             | \$325.00          |
| 01-01-6110-00      |  | Sun-Times subscription                           |                  |             | \$16.00           |
| 01-05-5780-00      |  | Tree decorations & cords for Fik Point           |                  |             | \$11.86           |
| 03-12-6190-00      |  | Honda engine for pump                            |                  |             | \$329.97          |
| 01-04-5715-00      |  | Work pants for A. Sarallo                        |                  |             | \$98.79           |
| 03-12-6190-00      |  | Credit for Honda engine return                   |                  |             | (\$389.97)        |
| 01-02-5605-00      |  | Taser re-cert for Milas                          |                  |             | \$175.00          |
| 01-02-6130-00      |  | Batteries  |                  |             | \$71.03           |
| 01-02-6130-00      |  | Christmas cards                                  |                  |             | \$77.19           |
| 01-02-5605-00      |  | Rifle armor training for Hyfton                  |                  |             | \$395.00          |
| 01-02-6130-00      |  | Miscellaneous supplies                           |                  |             | \$6.44            |
| 01-02-6130-00      |  | Cleaning supplies, light bulbs, & tissue         |                  |             | \$88.08           |
| 01-02-5611-00      |  | Fee for background check                         |                  |             | \$5.00            |
| 01-01-6165-00      |  | Gift cards for Anniversary Awards                |                  |             | \$275.00          |
| 01-05-5780-00      |  | Gift card for Children's Holiday Party volunteer |                  |             | \$20.00           |
| 01-05-5780-00      |  | Gift card for Children's Holiday Party volunteer |                  |             | \$20.00           |
| 01-01-6165-00      |  | Gift cards for Anniversary Awards                |                  |             | \$325.00          |
| 01-05-5780-00      |  | Gift card for Children's Holiday Party volunteer |                  |             | \$20.00           |
| 01-01-6165-00      |  | Gift card for Anniversary Award                  |                  |             | \$200.00          |
| 01-05-5785-00      |  | Gift card for Sponsorship Recognition            |                  |             | \$100.00          |
| 01-05-5780-00      |  | Pizza for staff - Children's Holiday Party       |                  |             | \$118.25          |
| 01-05-5780-00      |  | Gift card for Children's Holiday Party volunteer |                  |             | \$20.00           |
| 01-01-6110-00      |  | Zoning Handbook for Municipal Officials - Swartz |                  |             | \$27.00           |
| 01-01-6165-00      |  | Gift card for Anniversary Award                  |                  |             | \$100.00          |
|                    |  |  |                  |             | <b>\$2,525.82</b> |
| 01-02-5715-00      | Martin Milas                           | Detective quarterly clothing allowance           | 101077           | 1/30/2015   | \$225.00          |
| 09-12-7146-00      | Comcast Cable Communications, Inc.     | Main cable run for new Police Station            | 101078           | 2/3/2015    | \$1,378.90        |
| 01-02-5605-00      | Child Care Resource & Referral Network | Re-cert for child safety seats - Mastriano       | 101079           | 2/5/2015    | \$25.00           |
| 01-01-4540-00      | Guardian                               | Monthly premium for February 2015                | 101080           | 2/5/2015    | \$328.13          |
| 01-02-4540-01      |  | Monthly premium for February 2015                |                  |             | \$680.10          |
| 01-02-4535-02      |  | Monthly premium for February 2015                |                  |             | \$431.36          |
| 01-02-4535-03      |  | Monthly premium for February 2015                |                  |             | \$1,357.26        |
| 01-02-4535-04      |  | Monthly premium for February 2015                |                  |             | \$203.75          |
| 01-03-4540-00      |  | Monthly premium for February 2015                |                  |             | \$248.63          |
| 01-04-4540-00      |  | Monthly premium for February 2015                |                  |             | \$362.61          |
| 01-05-4540-00      |  | Monthly premium for February 2015                |                  |             | \$79.37           |
| 01-11-4540-00      |  | Monthly premium for February 2015                |                  |             | \$0.12            |
| 03-12-4540-00      |  | Monthly premium for February 2015                |                  |             | \$134.88          |
| 01-00-1590-00      |  | Monthly premium for February 2015                |                  |             | <b>\$3,961.09</b> |

**CITY OF OAKBROOK TERRACE  
MANUAL BILLS PAYABLE**

February 10, 2015

|               |                            |  |              |          |                    |
|---------------|----------------------------|--|--------------|----------|--------------------|
| 01-04-6190-00 | Home Depot Credit Services | Lumber                                 | 101081       | 2/5/2015 | \$92.82            |
| 01-04-5770-00 |                            | Toilet seat                            |              |          | \$12.32            |
| 01-04-5770-00 |                            | Doormat for City Hall Council Chambers |              |          | \$36.74            |
| 03-12-6130-00 |                            | Shop supplies                          |              |          | \$125.54           |
| 01-04-6130-00 |                            | Shop supplies                          |              |          | \$80.96            |
| 01-04-6130-00 |                            | Batteries & misc. supplies             |              |          | \$52.08            |
|               |                            |  |              |          | <u>\$400.46</u>    |
| 01-00-2150-00 | IMRF                       | Monthly contributions for January 2015 | Direct Debit | 2/6/2015 | \$4,716.13         |
| 01-01-4510-00 |                            | Monthly contributions for January 2015 |              |          | \$2,693.71         |
| 01-02-4510-00 |                            | Monthly contributions for January 2015 |              |          | \$2,424.65         |
| 01-03-4510-00 |                            | Monthly contributions for January 2015 |              |          | \$2,033.85         |
| 01-04-4510-00 |                            | Monthly contributions for January 2015 |              |          | \$2,416.95         |
| 01-05-4510-00 |                            | Monthly contributions for January 2015 |              |          | \$250.53           |
| 01-11-4510-00 |                            | Monthly contributions for January 2015 |              |          | \$736.97           |
| 03-12-4510-00 |                            | Monthly contributions for January 2015 |              |          | \$2,856.10         |
|               |                            |  |              |          | <u>\$18,130.88</u> |

**TOTAL \$26,835.13**

# Accounts Payable

## Computer Check Proof List by Vendor

User: dmark  
 Printed: 02/05/2015 - 6:02PM  
 Batch: 00003.02.2015



**CITY OF OAKBROOK TERRACE**  
 174275 BUTTERFIELD ROAD  
 OAKBROOK TERRACE, IL 60181  
 630.941.8300

| Invoice No                           | Description  | Amount               | Payment Date             | Acct Number   | Reference          |
|--------------------------------------|--|----------------------|--------------------------|---|--------------------|
| Vendor: atomic<br>104916             | Atomic Transmissions<br>S-1 trans repair   | 1,185.00             | 02/10/2015               | Check Sequence: 1<br>01-02-5663-00                  | ACH Enabled: False |
|                                      | Check Total:   | 1,185.00             |                          |   |                    |
| Vendor: CenuSalt<br>209711<br>210349 | Central Salt LLC<br>62.85 tons of salt<br>42.50 tons of salt   | 5,179.46<br>3,502.42 | 02/10/2015<br>02/10/2015 | Check Sequence: 2<br>05-12-6134-00<br>05-12-6134-00 | ACH Enabled: False |
|                                      | Check Total:   | 8,681.88             |                          |   |                    |
| Vendor: Chada<br>76933421            | Michael Chada<br>Plumbing inspections 01/14/15 - 01/24/15  | 387.50               | 02/10/2015               | Check Sequence: 3<br>01-03-5600-00                  | ACH Enabled: False |
|                                      | Check Total:   | 387.50               |                          |   |                    |
| Vendor: cintas<br>76933421           | Cintas Corporation #769<br>City Hall & B&Z floormat service  | 59.21                | 02/10/2015               | Check Sequence: 4<br>01-04-5770-00                  | ACH Enabled: False |
|                                      | Check Total:   | 59.21                |                          |   |                    |
| Vendor: collins<br>T4395984          | Mark Collins<br>Business license inspection 01/05/15 - 01/16/201<br>Property maintenance code enforcement 01/05/15 | 825.00<br>675.00     | 02/10/2015<br>02/10/2015 | Check Sequence: 5<br>01-11-5603-00<br>01-03-5612-00 | ACH Enabled: False |
|                                      | Check Total:   | 1,500.00             |                          |   |                    |
| Vendor: daily<br>T4395984            | Daily Herald Paddock Publications, Inc.<br>legal notice  | 102.35               | 02/10/2015               | Check Sequence: 6<br>01-03-5725-00                  | ACH Enabled: False |
|                                      | Check Total:   | 102.35               |                          |   |                    |
| Vendor: doorsrus<br>900525           | Doors By Russ, Inc.<br>Overhead door maintenance   | 130.00               | 02/10/2015               | Check Sequence: 7<br>01-04-5770-00                  | ACH Enabled: False |

| Invoice No       | Description                                       | Amount   | Payment Date | Acct Number        | Reference          |
|------------------|---|----------|--------------|--------------------|--------------------|
|                  | Check Total:                                      | 130.00   |              |                    |                    |
| Vendor: Elm auto | Elmhurst Auto Parts                               |          |              | Check Sequence: 8  | ACH Enabled: False |
| 92219            | Washer Pump #4                                    | 26.70    | 02/10/2015   | 01-02-5663-00      |                    |
| 92439            | Headlamp socket #8                                | 11.96    | 02/10/2015   | 01-02-5663-00      |                    |
| 92457            | Mirror head T-4 & T-5                             | 36.50    | 02/10/2015   | 01-04-5663-00      |                    |
| 92519            | Mini lamps #7                                     | 55.96    | 02/10/2015   | 01-02-5663-00      |                    |
| 92559            | Beam/CPSL T-1                                     | 29.90    | 02/10/2015   | 01-04-5663-00      |                    |
|                  | Check Total:                                      | 161.02   |              |                    |                    |
| Vendor: Fastsign | Fastsigns   |          |              | Check Sequence: 9  | ACH Enabled: False |
| 65-49211         | Demo sign   | 70.04    | 02/10/2015   | 01-04-6133-00      |                    |
|                  | Check Total:                                      | 70.04    |              |                    |                    |
| Vendor: Fedex    | Federal Express                                   |          |              | Check Sequence: 10 | ACH Enabled: False |
| 2-920-62369      | Shipping charges                                  | 56.08    | 02/10/2015   | 01-01-6170-00      |                    |
|                  | Check Total:                                      | 56.08    |              |                    |                    |
| Vendor: Fidelity | Fidelity Consulting Group, LLC                    |          |              | Check Sequence: 11 | ACH Enabled: False |
| m1810            | April 2014 billing for lobbying services          | 3,000.00 | 02/10/2015   | 01-00-2020-00      |                    |
|                  | Check Total:                                      | 3,000.00 |              |                    |                    |
| Vendor: FIOTI    | Law Offices of John L. Fioti                      |          |              | Check Sequence: 12 | ACH Enabled: False |
| OBT 01-15        | City Prosecutions - January 2014                  | 3,217.50 | 02/10/2015   | 01-01-5672-00      |                    |
| OBT DUJ 01-15    | DUI Prosecutions - January 2015                   | 2,557.50 | 02/10/2015   | 01-01-5672-00      |                    |
|                  | Check Total:                                      | 5,775.00 |              |                    |                    |
| Vendor: geib     | Geib Industries, Inc.                             |          |              | Check Sequence: 13 | ACH Enabled: False |
| 468345-001       | T-5 hydraulic hose                                | 92.10    | 02/10/2015   | 01-04-5663-00      |                    |
|                  | Check Total:                                      | 92.10    |              |                    |                    |
| Vendor: GFS      | GFS - Payment Processing Center                   |          |              | Check Sequence: 14 | ACH Enabled: False |
| 770156503        | Credit for Children's Holiday Party supplies retu | -34.01   | 02/10/2015   | 01-05-5780-00      |                    |
| 770156505        | Soda  | 9.58     | 02/10/2015   | 01-01-6130-00      |                    |
| 770156994        | Coffee, filters, creamer, cups, & plasticware     | 171.59   | 02/10/2015   | 01-02-6130-00      |                    |
| 770157216        | Water   | 32.94    | 02/10/2015   | 01-01-6130-00      |                    |

| Invoice No        | Description                            | Amount    | Payment Date | Acct Number                         | Reference          |
|-------------------|--|-----------|--------------|-------------------------------------|--------------------|
|                   | Check Total:                           | 180.10    |              |                                     |                    |
| Vendor: hahn      | Hahn & Associates                      |           |              |                                     | ACH Enabled: False |
|                   | Feb. 2015 Police/Social/Crisis Program | 628.32    | 02/10/2015   | Check Sequence: 15<br>01-02-5600-00 |                    |
|                   | Feb. 2015 EAP services                 | 292.30    | 02/10/2015   | 01-01-5651-00                       |                    |
|                   | Check Total:                           | 920.62    |              |                                     |                    |
| Vendor: hawkins   | Hawkins, Inc.                          |           |              |                                     | ACH Enabled: False |
| 3687846           | C12 cylinder                           | 10.00     | 02/10/2015   | Check Sequence: 16<br>03-12-5655-00 |                    |
|                   | Check Total:                           | 10.00     |              |                                     |                    |
| Vendor: hdepot    | Home Depot                             |           |              |                                     | ACH Enabled: False |
|                   | FY 2015 Sales Tax Incentive Payout #2. | 82,202.14 | 02/10/2015   | Check Sequence: 17<br>01-13-5750-00 |                    |
|                   | Check Total:                           | 82,202.14 |              |                                     |                    |
| Vendor: hdsupply  | HD Supply Waterworks, Ltd.             |           |              |                                     | ACH Enabled: False |
| D454379           | MXU transceiver units                  | 1,452.86  | 02/10/2015   | Check Sequence: 18<br>03-12-6152-00 |                    |
|                   | Check Total:                           | 1,452.86  |              |                                     |                    |
| Vendor: Hineckley | Hineckley Springs                      |           |              |                                     | ACH Enabled: False |
| 12904350011715    | Water cooler at B&Z                    | 23.88     | 02/10/2015   | Check Sequence: 19<br>01-03-6130-00 |                    |
|                   | Check Total:                           | 23.88     |              |                                     |                    |
| Vendor: hinsdale  | Flagg Creek Water Reclamation District |           |              |                                     | ACH Enabled: False |
| 008408-000        | Service 12/01/14 - 01/05/15            | 11.35     | 02/10/2015   | Check Sequence: 20<br>03-12-5758-00 |                    |
| 008427-000        | Service 12/01/14 - 01/05/15            | 41.05     | 02/10/2015   | 01-04-5758-00                       |                    |
| 008467-000        | Service 12/01/14 - 01/05/15            | 8.65      | 02/10/2015   | 01-04-5758-00                       |                    |
| 111731-000        | Service 12/01/14 - 01/05/15            | 91.97     | 02/10/2015   | 01-04-5758-00                       |                    |
|                   | Check Total:                           | 153.02    |              |                                     |                    |
| Vendor: ilpaper   | Illinois Paper Co.                     |           |              |                                     | ACH Enabled: False |
| IN147325          | 3 boxes of copy paper                  | 101.97    | 02/10/2015   | Check Sequence: 21<br>01-03-6130-00 |                    |
| IN147325          | 1 box of copy paper                    | 33.99     | 02/10/2015   | 01-11-6130-00                       |                    |
| IN147325          | 6 boxes of copy paper                  | 203.94    | 02/10/2015   | 01-02-6130-00                       |                    |
| IN147325          | 6 boxes of copy paper                  | 203.94    | 02/10/2015   | 01-01-6130-00                       |                    |
|                   | Check Total:                           | 543.84    |              |                                     |                    |

| Invoice No       | Description                                     | Amount   | Payment Date | Acct Number                         | Reference          |
|------------------|---|----------|--------------|-------------------------------------|--------------------|
| Vendor: Kerin    | Kerin Incorporated                              |          |              |                                     |                    |
|                  | Finance Consultant Services Jan. 2015           | 3,684.56 | 02/10/2015   | Check Sequence: 22<br>01-11-5600-00 | ACH Enabled: False |
|                  | Council Meeting Minute Transcription Jan. 2015  | 218.12   | 02/10/2015   | 01-01-5602-00                       |                    |
|                  | Check Total:                                    | 3,902.68 |              |                                     |                    |
| Vendor: Kingscot | Kingscote Chemicals, Inc.                       |          |              |                                     |                    |
| 208852           | Leak detector dye                               | 55.75    | 02/10/2015   | Check Sequence: 23<br>03-12-6130-00 | ACH Enabled: False |
|                  | Check Total:                                    | 55.75    |              |                                     |                    |
| Vendor: maureen  | Maureen McGuire                                 |          |              |                                     |                    |
| 3535             | Feb/March 2015 Newsletter                       | 2,819.00 | 02/10/2015   | Check Sequence: 24<br>01-01-5625-00 | ACH Enabled: False |
|                  | Check Total:                                    | 2,819.00 |              |                                     |                    |
| Vendor: McGuire  | McGuire Engineers                               |          |              |                                     |                    |
| 29334            | LEED services for new police station            | 2,641.17 | 02/10/2015   | Check Sequence: 25<br>09-12-7146-00 | ACH Enabled: False |
|                  | Check Total:                                    | 2,641.17 |              |                                     |                    |
| Vendor: Mercury  | Mercury Systems Corp.                           |          |              |                                     |                    |
| 18071            | Maintenance agreement 02/01/15 - 03/01/15       | 325.00   | 02/10/2015   | Check Sequence: 26<br>01-02-5660-00 | ACH Enabled: False |
| 18076            | Phone system changes 01/07/15                   | 205.00   | 02/10/2015   | 01-01-5660-00                       |                    |
|                  | Check Total:                                    | 530.00   |              |                                     |                    |
| Vendor: MetTank  | Metro Tank & Pump Company                       |          |              |                                     |                    |
| 12442            | UST inspections/certs @ fuel island             | 960.00   | 02/10/2015   | Check Sequence: 27<br>01-04-5660-00 | ACH Enabled: False |
| 12443            | Emergency shut-off switch & sensor testing @ fi | 600.00   | 02/10/2015   | 01-04-5660-00                       |                    |
|                  | Check Total:                                    | 1,560.00 |              |                                     |                    |
| Vendor: MinoltaC | Konica Minolta Business Soluti                  |          |              |                                     |                    |
| 232542373        | Replace Finance Department Copier with b        | 8,800.00 | 02/10/2015   | Check Sequence: 28<br>09-12-7110-06 | ACH Enabled: False |
| 9001093138       | Copies 12/20/14 - 01/19/15                      | 248.54   | 02/10/2015   | 01-02-5660-00                       |                    |
| 9001107816       | Copies 12/26/14 - 01/25/15                      | 0.94     | 02/10/2015   | 03-12-5660-00                       |                    |
| 9001107816       | Copies 12/26/14 - 01/25/15                      | 2.47     | 02/10/2015   | 01-04-5660-00                       |                    |
| 9001107816       | Copies 12/26/14 - 01/25/15                      | 12.37    | 02/10/2015   | 01-11-5660-00                       |                    |
| 9001107816       | Copies 12/26/14 - 01/25/15                      | 20.79    | 02/10/2015   | 01-03-5660-00                       |                    |
|                  | Check Total:                                    | 9,085.11 |              |                                     |                    |
| Vendor: Minute   | Minuteman Press                                 |          |              |                                     |                    |
| 114856           | Admin tow forms                                 | 128.00   | 02/10/2015   | Check Sequence: 29<br>01-02-6126-00 | ACH Enabled: False |

| Invoice No   | Description   | Amount             | Payment Date             | Acct Number  | Reference          |
|--|---|--------------------|--------------------------|--|--------------------|
|  | Check Total:  | 128.00             |                          |  |                    |
| Vendor: MJohnson                                     | Michael J. Johnson<br>Building and Electrical Inspections - January 201                                       | 2,025.00           | 02/10/2015               | Check Sequence: 30<br>01-03-5600-00                  | ACH Enabled: False |
|  | Check Total:  | 2,025.00           |                          |  |                    |
| Vendor: Mod<br>501017559                             | Modspace<br>Rental Trailer for B&Z 1/22/2015-2/21/2015  | 539.00             | 02/10/2015               | Check Sequence: 31<br>09-12-7146-00                  | ACH Enabled: False |
|  | Check Total:  | 539.00             |                          |  |                    |
| Vendor: MORRIS                                       | Don Morris Architects P.C.<br>Building examinations - January 2015  | 4,807.67           | 02/10/2015               | Check Sequence: 32<br>01-03-5600-00                  | ACH Enabled: False |
|  | Check Total:  | 4,807.67           |                          |  |                    |
| Vendor: nepers<br>49900215                           | NCPERS Group Life Ins.<br>Feb. 2015 monthly premium   | 16.00              | 02/10/2015               | Check Sequence: 33<br>01-00-1595-00                  | ACH Enabled: False |
|  | Check Total:  | 16.00              |                          |  |                    |
| Vendor: NEMRT<br>190976<br>191306                    | N E Multi-Regional Training<br>Breath Analysis for Alcohol Training - Copp<br>Criminal Law Review - Ledenbach | 175.00<br>50.00    | 02/10/2015<br>02/10/2015 | Check Sequence: 34<br>01-02-5605-00<br>01-02-5605-00 | ACH Enabled: False |
|  | Check Total:  | 225.00             |                          |  |                    |
| Vendor: Nicor1<br>81-48-62-6750 3<br>97-00-70-1000 8 | Bill Payment Center Nicor Gas<br>Service 12/19/14 - 01/21/15<br>Service 12/19/14 - 01/21/15                   | 1,387.90<br>562.63 | 02/10/2015<br>02/10/2015 | Check Sequence: 35<br>01-04-5758-00<br>03-12-5758-00 | ACH Enabled: False |
|  | Check Total:  | 1,950.53           |                          |  |                    |
| Vendor: OdgenLin<br>53056                            | Ogden Lincoln Inc.<br>ABS sensor for car #8   | 182.98             | 02/10/2015               | Check Sequence: 36<br>01-02-5663-00                  | ACH Enabled: False |
|  | Check Total:  | 182.98             |                          |  |                    |
| Vendor: Offteam<br>42222859                          | Office Team<br>Temp for Administration  | 98.24              | 02/10/2015               | Check Sequence: 37<br>01-01-4110-00                  | ACH Enabled: False |
|  | Check Total:  | 98.24              |                          |  |                    |

| Invoice No       | Description                                   | Amount   | Payment Date | Acct Number        | Reference          |
|------------------|---|----------|--------------|--------------------|--------------------|
| Vendor: oherron  | Ray O'Herron Co. Inc.                         |          |              | Check Sequence: 38 | ACH Enabled: False |
| 1500785-IN       | Uniform items for Mellens                     | 640.69   | 02/10/2015   | 01-02-5715-00      |                    |
| 1501913-IN       | Uniform items for Copp                        | 338.97   | 02/10/2015   | 01-02-5715-00      |                    |
| 1501914-IN       | Uniform items for Gonzalez                    | 42.99    | 02/10/2015   | 01-02-5715-00      |                    |
| 1505014-IN       | Reversible cap cover for Mellens              | 8.95     | 02/10/2015   | 01-02-5715-00      |                    |
| 1505015-IN       | Hat for Mellens                               | 15.00    | 02/10/2015   | 01-02-5715-00      |                    |
| 1505209-IN       | Uniform items for Milas                       | 697.89   | 02/10/2015   | 01-02-5715-00      |                    |
| 1505210-IN       | Uniform items for Del Principe                | 372.72   | 02/10/2015   | 01-02-5715-00      |                    |
| 1505211-IN       | Shoes for Gonzalez                            | 99.95    | 02/10/2015   | 01-02-5715-00      |                    |
| 1505212-IN       | Tie for Chief                                 | 8.99     | 02/10/2015   | 01-02-5715-00      |                    |
|                  | Check Total:                                  | 2,226.15 |              |                    |                    |
| Vendor: PSD, Inc | Public Safety Direct, Inc                     |          |              | Check Sequence: 39 | ACH Enabled: False |
| 26826            | Siren repair #6                               | 96.00    | 02/10/2015   | 01-02-5660-00      |                    |
|                  | Check Total:                                  | 96.00    |              |                    |                    |
| Vendor: redwing  | Redwing Shoe Store                            |          |              | Check Sequence: 40 | ACH Enabled: False |
| 45000008167      | Work pants for Thalmann                       | 135.00   | 02/10/2015   | 01-04-5715-00      |                    |
|                  | Check Total:                                  | 135.00   |              |                    |                    |
| Vendor: Storino  | Storino Ramello & Durkin                      |          |              | Check Sequence: 41 | ACH Enabled: False |
| 66163            | Administrative Adjudication - December 2015   | 425.00   | 02/10/2015   | 01-01-5675-00      |                    |
| 66163            | General Legal Services - December 2014        | 4,356.94 | 02/10/2015   | 01-01-5671-00      |                    |
| 66163            | Labor Relations - December 2014               | 1,133.25 | 02/10/2015   | 01-01-5674-00      |                    |
| 66163            | Water Tank Riser Pipe Replacement/Repainting  | 2,388.50 | 02/10/2015   | 03-09-7190-03      |                    |
| 66164            | General Legal Services - December 2015        | 85.00    | 02/10/2015   | 01-01-5671-00      |                    |
| 66170            | General Legal Services - December 2014        | 170.00   | 02/10/2015   | 01-01-5671-00      |                    |
|                  | Check Total:                                  | 8,558.69 |              |                    |                    |
| Vendor: Suburb   | Suburban Laboratories, Inc.                   |          |              | Check Sequence: 42 | ACH Enabled: False |
| 119829           | Coliform & bacteria sampling                  | 60.00    | 02/10/2015   | 03-12-5600-00      |                    |
|                  | Check Total:                                  | 60.00    |              |                    |                    |
| Vendor: ThermFlo | ThermFlo, Inc                                 |          |              | Check Sequence: 43 | ACH Enabled: False |
| SC-9204          | PSB generator maintenance 02/01/15 - 04/31/15 | 494.25   | 02/10/2015   | 01-04-5660-00      |                    |
| SC-9204          | PSB generator maintenance 05/01/15 - 01/31/16 | 1,482.75 | 02/10/2015   | 01-00-1820-00      |                    |
|                  | Check Total:                                  | 1,977.00 |              |                    |                    |

| Invoice No       | Description                                      | Amount     | Payment Date | Acct Number                         | Reference          |
|------------------|--|------------|--------------|-------------------------------------|--------------------|
| Vendor: UB*00211 | TAWHID INSTITUTE                                 |            |              |                                     |                    |
|                  | Refund Check                                     | 60.12      | 01/26/2015   | Check Sequence: 44<br>03-00-2010-00 | ACH Enabled: False |
|                  | Check Total:                                     | 60.12      |              |                                     |                    |
| Vendor: UB*00212 | HARTZ CONSTRUCTION CO., INC.                     |            |              |                                     |                    |
|                  | Refund Check                                     | 49.89      | 01/26/2015   | Check Sequence: 45<br>03-00-2010-00 | ACH Enabled: False |
|                  | Check Total:                                     | 49.89      |              |                                     |                    |
| Vendor: usablue  | USA Blue Book                                    |            |              |                                     |                    |
| 549541           | PS coffee/breakroom supplies                     | 54.90      | 02/10/2015   | Check Sequence: 46<br>01-04-6130-00 | ACH Enabled: False |
|                  | Check Total:                                     | 54.90      |              |                                     |                    |
| Vendor: Viking   | Viking Awards                                    |            |              |                                     |                    |
| 27916a           | Plaque for M. Sarallo                            | 75.00      | 02/10/2015   | Check Sequence: 47<br>01-01-6165-00 | ACH Enabled: False |
|                  | Check Total:                                     | 75.00      |              |                                     |                    |
| Vendor: VSP      | Vision Service Plan                              |            |              |                                     |                    |
| 300396130001     | Monthly premium for February 2015                | 313.82     | 02/10/2015   | Check Sequence: 48<br>01-11-5640-00 | ACH Enabled: False |
|                  | Check Total:                                     | 313.82     |              |                                     |                    |
| Vendor: westoffi | West Suburban Office Products                    |            |              |                                     |                    |
| 162612           | Multipurpose paper                               | 48.82      | 02/10/2015   | Check Sequence: 49<br>01-03-6120-00 | ACH Enabled: False |
| 162613           | 1 box of file folders                            | 47.99      | 02/10/2015   | 01-11-6120-00                       |                    |
| 162615           | Binders & 1 box of legal expandable file folders | 84.95      | 02/10/2015   | 01-11-6120-00                       |                    |
| 162616           | Paper & address labels                           | 70.40      | 02/10/2015   | 01-11-6120-00                       |                    |
| 162617           | Binder clips & file folders                      | 68.71      | 02/10/2015   | 01-01-6120-00                       |                    |
| 162622           | Hanging storage binders                          | 60.40      | 02/10/2015   | 01-01-6120-00                       |                    |
| 163047           | Counterfeit currency detector                    | 4.02       | 02/10/2015   | 01-02-6120-00                       |                    |
| 163076           | Admin tow file folders                           | 7.60       | 02/10/2015   | 01-02-6126-00                       |                    |
|                  | Check Total:                                     | 392.89     |              |                                     |                    |
|                  | Total for Check Run:                             | 151,252.23 |              |                                     |                    |
|                  | Total of Number of Checks:                       | 49         |              |                                     |                    |

**ORDINANCE NO. 15 - 8**

**AN ORDINANCE APPROVING A RIDER EXTENDING THE TERM OF AGREEMENT FOR LIBRARY SERVICES BETWEEN THE CITY OF OAKBROOK TERRACE AND THE VILLA PARK PUBLIC LIBRARY DATED DECEMBER 17, 1987**

**WHEREAS**, on December 17, 1987, the City of Oakbrook Terrace (“Oakbrook Terrace”), and the Board of Library Trustees of the Village of Villa Park (“Villa Park”), entered an Agreement for Library Services (the “Agreement”), providing for Villa Park to provide library services to the residents of Oakbrook Terrace upon the conditions and monetary considerations provided for in the Agreement; and

**WHEREAS**, Oakbrook Terrace and Villa Park have annually extended the Agreement, most recently on February 11, 2014, to April 30, 2015, and they have also amended the conditions and monetary considerations provided for therein from time to time as deemed necessary; and

**WHEREAS**, the Oakbrook Terrace and Villa Park have agreed that it is necessary and desirable to further extend the Agreement to April 30, 2016, under such conditions and monetary considerations as are provided for in the “Rider Extending Term of Agreement for Library Services Between the City of Oakbrook Terrace and the Villa Park Public Library Dated December 17, 1987”, which is attached hereto and made a part hereof as Exhibit “A” (the “Rider”)

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

**Section 1.** The Rider is hereby approved and the Mayor and City Clerk are, respectively, authorized to execute the Rider in substantially the form in such Exhibit “A”.

**Section 2.** All ordinances or parts of ordinances in conflict with the provisions of the Ordinance are hereby repealed to the extent of the conflict.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED this 10th day of February, 2015.**

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

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

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

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

**ATTEST:**

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

FEB 10 2015

## ORDINANCE NO. 15 - 9

**AN ORDINANCE AMENDING THE PROVISIONS OF TITLE XI (BUSINESS REGULATIONS); CHAPTER 124 (VIDEO GAMING); SUBCHAPTER 124.22 (NUMBER OF LICENSES) OF THE CODE OF OAKBROOK TERRACE TO CODIFY THE DECREASE IN THE MAXIMUM NUMBER OF VIDEO GAMING LOCATION LICENSES AND THE MAXIMUM NUMBER OF VIDEO GAMING TERMINAL LICENSES (VOLARE, 1919 S. MEYERS ROAD - VOLARE WEST LLC.)**

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

**WHEREAS**, Section 124.22(A) of the Code of Oakbrook Terrace, Illinois establishes the number of Video Gaming Location Licenses; and such number is, from time to time, automatically decreased whenever a location license previously issued under the provisions of Chapter 124 of the Code of Oakbrook Terrace, Illinois is not renewed, is revoked, surrendered, or terminated by dormancy;

**WHEREAS**, Section 124.22(B) of the Code of Oakbrook Terrace, Illinois establishes the number of Video Gaming Terminal Licenses; and such number is, from time to time, automatically decreased whenever a video gaming terminal license for a licensed video gaming location license previously issued under the provisions of Chapter 124 of the Code of Oakbrook Terrace, Illinois is not renewed, is revoked, surrendered, or terminated by dormancy;

**WHEREAS**, Volare West LLC. doing business as Volare located at 1919 S. Meyers Road, Oakbrook Terrace, Illinois, was issued one (1) Video Gaming Location License and two (2) Video Gaming Terminal Licenses under the provisions of Chapter 124 of the Code of Oakbrook Terrace, Illinois;

**WHEREAS**, Volare West LLC. doing business as Volare located at 1919 S. Meyers Road, Oakbrook Terrace, Illinois has surrendered its one (1) Video Gaming Location License and its two (2) Video Gaming Terminal Licenses, thereby the number of authorized Video Gaming Location Licenses has decreased by one (1) and the number of Video Gaming Terminal Licenses has decreased by two (2); and

**WHEREAS**, the corporate authorities of the City desire to codify this decrease in the number of Video Gaming Location Licenses and Video Gaming Terminal Licenses;

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

**Section 1.** The recitals set forth above are incorporated herein by this reference.

**Section 2.** Section 124.22 entitled “Number of Licenses” of the Code of Oakbrook Terrace, Illinois, shall be amended to read as follows:

(A) The total number of Video Gaming Location Licenses issued under this chapter article shall not exceed six (6).

(B) The total number of Video Gaming Terminal Licenses for Video Gaming Terminals issued under this chapter article shall not exceed twenty eight (28).

**Section 3.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

**Section 4.** This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 10th day of February 2015, pursuant to a roll call vote as follows:

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTENTION:**

APPROVED by me this 10th day of February 2015.

---

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

ATTESTED and filed in my office,  
this 10th day of February 2015.

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

ORDINANCE NO. 15 - 10

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR PHYSICAL THERAPY  
ON THE FIRST FLOOR OF A BUILDING IN THE B-3 GENERAL RETAIL DISTRICT  
FOR THE PROPERTY COMMONLY KNOWN AS  
17W745 BUTTERFIELD ROAD, SUITES A & B  
IN THE CITY OF OAKBROOK TERRACE, ILLINOIS**

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

**WHEREAS**, the City Council of the City has heretofore adopted the Zoning Ordinance of the City of Oakbrook Terrace, Title XV, Chapter 156 of the Code of Oakbrook Terrace, Illinois (hereinafter the “Zoning Code”);

**WHEREAS**, Section 156.024 of the Zoning Code provides that there are special uses which, because of their unique character, cannot be properly classified in any particular district or districts without a case-by-case consideration of the impact of those uses upon neighboring lands, the public need for the particular use at the particular location, and the ability of the city or other public agencies to supply the special uses with various community services, such as adequate treatment of waste water, adequate supply of potable water, fire protection, police protection, maintenance of street rights-of-ways, and proper traffic safety and which the City Council, after receiving the report of the Planning and Zoning Commission and without further public hearing, may, by ordinance, grant or deny;

**WHEREAS**, APRIL L. NEUKAM, the current tenant of the space (the “Petitioner”) is seeking approval of a special use permit in the B-3 General Retail District for the property legally described in Exhibit “A,” attached hereto and made a part hereof (the “Subject Property”), to allow for physical therapy on the first floor of a building;

**WHEREAS**, pursuant to the required public notice, a public hearing was held by the City’s Planning and Zoning Commission on January 6, 2015, to consider the Petitioner’s application;

**WHEREAS**, the City’s Planning and Zoning Commission reported its recommendation to approve Petitioner’s application to the City Council;

**WHEREAS**, the Planning and Zoning Commission considered the impact of the proposed special use upon neighboring lands, the public need for the proposed special use at the Subject Property, and the ability of the city or other public agencies to supply the proposed special use with various community services, such as adequate treatment of waste water, adequate supply of potable water, fire protection, police protection, maintenance of street rights-

of-way, and proper traffic safety and made the following findings with respect to the proposed special use for the Subject Property:

1. The special use is deemed necessary for the public convenience at the Subject Property because there is a need for physical therapy in the area of the Subject Property;
2. The special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare because other physical therapy is being similarly operated at other locations without detriment or danger to public health, safety, morals, comfort, or general welfare of the public;
3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or substantially diminish or impair property values within the neighborhood because the proposed improvements to the Subject Property are compatible with the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and are expected to enhance the property values within the neighborhood;
4. The special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the area is currently fully developed and is expected to encourage the improvement of surrounding property for uses permitted in the district;
5. The special use will provide adequate utilities, access roads, drainage and other important and necessary community facilities because the proposed special use is currently served by adequate utilities, access roads, drainage and other important and necessary community facilities and will support the continued use and maintenance of those facilities; and
6. The special use will conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and 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 corporate authorities of the City of Oakbrook Terrace hereby adopt the findings of the Planning and Zoning Commission.

**Section 3.** A special use permit in the B-3 General Retail District for physical therapy on the first floor of a building is hereby approved for the Subject Property.

**Section 4.** The special use permit granted by this ordinance shall be subject to termination in the manner provided herein below under any of the following circumstances:

1. Failure to commence construction of the proposed use within eighteen (18) months after the effective date of this ordinance. Construction shall not be deemed to have commenced unless and until:

- a. All necessary permits have been obtained;
- b. All sites have been properly graded;
- c. All foundations and footings are in place; and
- d. Provision has been made for all utilities.

2. Failure to carry the construction work forward expeditiously with adequate forces for a period of eighteen (18) months out of a twenty-four (24)-month period.

3. Following the issuance of occupancy permits, abandonment or other failure to utilize the property for the purposes permitted by the special use for a period of two (2) months out of any consecutive six (6)-month period.

**Section 5.** Upon written application, extensions of not to exceed one (1) year for each extension authorized may be granted by the City Council for any time limit specified hereinabove.

**Section 6.** In determining whether the special use shall be terminated, the Zoning Administrator shall consider the effect of changed conditions, if any, upon the Subject Property. During the time that the Zoning Administrator is considering the disposition of the special use which has *prima facie* been abandoned in accordance with the time limit set forth in this ordinance, no permits shall be issued, and no buildings for which permits have been previously issued, shall be constructed until the final decision regarding the future zoning of the Subject Property has been made.

**Section 7.** This ordinance shall be on file with the City Clerk and shall be recorded with the DuPage County Recorder of Deeds.

**Section 8.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

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

**Section 9.** This ordinance shall be in full force and effect from and after its passage by and approval as provided by law.

ADOPTED this 10<sup>th</sup> day of February 2015, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this 10<sup>th</sup> day of February 2015.

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

ATTESTED and filed in my office,  
this 10<sup>th</sup> day of February 2015.

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

**EXHIBIT "A"**

**Legal Description**

PARCEL 1: LOT 2 IN AMERICAN NATIONAL BANK TRUST NUMBER 76808 OWNERS ASSESSMENT PLAT OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 1978 AS DOCUMENT 78-23849.

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS AND EASEMENTS RECORDED JULY 12, 2005 AS DOCUMENT R2005-147323 FOR THE PURPOSE OF INGRESS AND EGRESS OF MOTOR VEHICLES, PEDESTRIANS, MATERIALS AND EQUIPMENT OVER THE FOLLOWING DESCRIBED LAND: A STRIP OF LAND 19.00 FEET IN WIDTH, BEING PART OF LOT 1 IN AMERICAN NATIONAL BANK TRUST NUMBER 76808 OWNERS ASSESSMENT PLAT OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 1978 AS DOCUMENT NO. R78-23849, IN DUPAGE COUNTY, ILLINOIS; LYING 9.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 86 DEGREES 24 MINUTES 11 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 22.93 FEET TO THE BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE NORTH 22 DEGREES 52 MINUTES 06 SECONDS EAST 45.31 FEET; THENCE NORTH 86 DEGREES 42 MINUTES 52 SECONDS EAST 157.03 FEET; THENCE SOUTH 82 DEGREES 32 MINUTES 51 SECONDS EAST 35.42 FEET; THENCE NORTH 86 DEGREES 42 MINUTES 39 SECONDS EAST 218.60 FEET TO A POINT THAT IS 9.50 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SAID LOT 1; THENCE NORTH 03 DEGREES 35 MINUTES 49 SECONDS WEST ALONG A LINE THAT IS 9.50 FEET WEST OF AND PARALLEL TO THE SAID EAST LINE OF LOT 1, A DISTANCE OF 217.60 FEET TO THE POINT OF TERMINATION, THE SIDELINES OF SAID EASEMENT TO BE PROLONGED OR SHORTENED AT THE BEGINNING OF THE LINE AT SAID SOUTH LINE OF LOT 1 AND AT THE POINT OF TERMINATION AT RIGHT ANGLES TO THE EAST LINE OF LOT 1. SAID PARCEL 1 CONTAINS 5.6865 ACRES, MORE OR LESS.

Address of property: 17W695-17W745 Butterfield Road  
Oakbrook Terrace, Illinois

PIN: 06-22-301-062

**RESOLUTION NO. 15 - 1**

**A RESOLUTION APPOINTING AN AUTHORIZED AGENT TO THE  
ILLINOIS MUNICIPAL RETIREMENT FUND FOR THE  
CITY OF OAKBROOK TERRACE, ILLINOIS**

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**WHEREAS**, the City of Oakbrook Terrace, Illinois (the "City") participates in the Illinois Municipal Retirement Fund;

**WHEREAS**, Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135) provides for each participating municipality to appoint an authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in that section; and

**WHEREAS**, the Mayor has proposed to the corporate authorities for approval, Michael Sarallo for appointment as the authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135);

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and 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 resolution are found to be true and correct and are hereby adopted as part of this resolution.

**Section 2:** The corporate authorities of the City hereby incorporate the foregoing preamble clauses into this resolution.

**Section 3:** The Mayor hereby appoints Michael Sarallo to be the City's authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135), subject to the approval of the corporate authorities.

**Section 4:** The corporate authorities of the City hereby approve the appointment of Michael Sarallo to be the City's authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135), effective immediately.

**Section 5:** All resolutions or parts of resolutions in conflict with the provisions of this Resolution and hereby repealed to the extent of the conflict.

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

**Section 6:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**ADOPTED** this 10<sup>th</sup> day of February 2015, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this 10<sup>th</sup> day of February, 2015.

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

**ATTESTED** and filed in my office,  
this 10<sup>th</sup> day of February 2015.

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

FEB 10 2015



## Interdepartmental Memo

**To: Amy Marrero, City Administrator**

**From: Craig Ward, Director of Public Services**

**Re: Supplemental Irrigation Wells**

**Date: February 2, 2015**

The attached spreadsheet shows sixty-eight (68) homes in Oakbrook Terrace that have an active supplemental well on their property in addition to City water. The supplemental wells are under the jurisdiction of DuPage County and are supposed to be for irrigation purposes only.

The supplemental wells were allowed to be tied into one (1) exterior spigot of the home in which it serves. DuPage County is also supposed to periodically perform inspections of these wells to make sure that they are operational and operating completely separate from the resident's City water service, making sure no cross-connections exist. During the inspection, if the well was found to be non-operational, it is considered to be an abandoned well and the County would force the sealing of the well. A cross-connection could also be a forced sealing situation.

It had been previously determined by the City that when a real estate transfer happens to a property that has a supplemental well that the well was to be sealed. The current code section is imprecise to this and needs to be updated.

It is my recommendation that the current homeowner be the responsible party in the sealing of the well prior to a real estate transfer.

Active Supplemental Well Properties in Oakbrook Terrace

| Parcel #      | Status | Address | Street           |
|---------------|--------|---------|------------------|
| 06-22-105-012 | 1      | 17W400  | Sunshine Dr      |
| 06-22-108-009 | 2      | 1S 270  | Buttercup Ln.    |
| 06-22-202-001 | 3      | 17W205  | Butterfield Rd   |
| 06-22-202-011 | 4      | 17W112  | Elder Lane       |
| 06-22-204-003 | 5      | 17W109  | Elder Lane       |
| 06-22-307-006 | 6      | 17W431  | Eisenhower Rd.   |
| 06-22-400-019 | 7      | 17W324  | Stillwell Rd.    |
| 06-22-401-029 | 8      | 1S531   | MacArthur Dr.    |
| 06-22-403-003 | 9      | 1S623   | MacArthur Dr     |
| 06-22-404-002 | 10     | 1S630   | MacArthur Dr     |
| 06-22-404-009 | 11     | 1S652   | MacArthur Dr     |
| 06-22-407-004 | 12     | 17W173  | 16th St.         |
| 06-22-407-006 | 13     | 1S443   | Leahy Rd.        |
| 06-22-408-013 | 14     | 1S455   | Wainwright Rd.   |
| 06-22-413-002 | 15     | 17W221  | Leahy Rd.        |
| 06-22-413-021 | 16     | 17W141  | Hodges Rd.       |
| 06-22-414-009 | 17     | 17W141  | Monterey Ave.    |
| 06-22-414-010 | 18     | 1S625   | Monterey Ave.    |
| 06-22-415-009 | 19     | 17W164  | Orchard Pl.      |
| 06-22-111-016 | 20     | 1S285   | Myrtle Rd.       |
| 06-22-400-029 | 21     | 17W374  | Stillwell Rd.    |
| 06-22-111-007 | 22     | 1S155   | Myrtle Rd.       |
| 06-22-201-007 | 23     | 17W245  | Butterfield Rd   |
| 06-22-204-005 | 24     | 1S342   | Monterey Ave.    |
| 06-22-204-010 | 25     | 17W082  | 16th St.         |
| 06-22-303-018 | 26     | 1S570   | Nimitz Rd.       |
| 06-22-303-020 | 27     | 1S586   | Nimitz Rd.       |
| 06-22-305-001 | 28     | 1S545   | Nimitz Rd.       |
| 06-22-305-002 | 29     | 17W475  | Nimitz Rd.       |
| 06-22-306-001 | 30     | 17W455  | Butterfield Rd   |
| 06-22-306-008 | 31     | 1S511   | Marshall Rd.     |
| 06-22-306-009 | 32     | 1S523   | Marshall Rd.     |
| 06-22-307-010 | 33     | 17W381  | Eisenhower Rd.   |
| 06-22-307-011 | 34     | 17W371  | Eisenhower Rd.   |
| 06-22-309-002 | 35     | 1S705   | Eisenhower Rd.   |
| 06-22-400-006 | 36     | 17W323  | 16th St.         |
| 06-22-400-007 | 37     | 17W315  | 16th St.         |
| 06-22-400-009 | 38     | 17W283  | 16th St.         |
| 06-22-400-022 | 39     | 17W284  | Stillwell Rd.    |
| 06-22-401-003 | 40     | 1S505   | MacArthur Dr.    |
| 06-22-401-009 | 41     | 17W305  | Stillwell Rd.    |
| 06-22-401-015 | 42     | 17W239  | Stillwell Rd.    |
| 06-22-401-018 | 43     | 1S542   | Stillwell Rd.    |
| 06-22-401-019 | 44     | 1S552   | Stillwell Rd.    |
| 06-22-401-022 | 45     | 17W354  | Halsey Rd.       |
| 06-22-401-026 | 46     | 17W314  | Halsey Rd.       |
| 06-22-401-032 | 47     | 1S549   | Halsey Rd.       |
| 06-22-401-034 | 48     | Sealed  | 1S569 Halsey Rd. |
| 06-22-404-012 | 49     | 1S684   | MacArthur Dr.    |
| 06-22-404-014 | 50     | 17W378  | Karban Rd.       |
| 06-22-407-028 | 51     | 1S530   | Monterey Ave.    |
| 06-22-408-007 | 52     | 17W065  | 16th St.         |
| 06-22-408-008 | 53     | Sealed  | 17W055 16th St.  |
| 06-22-413-001 | 54     | 1S615   | Halsey Rd.       |
| 06-22-413-018 | 55     | 1S618   | Monterey Ave.    |
| 06-22-413-023 | 56     | 17W111  | Hodges Rd.       |
| 06-22-414-005 | 57     | 17W181  | Monterey Ave.    |
| 06-22-401-023 | 58     | 17W342  | Halsey Rd.       |
| 06-22-415-006 | 59     | 17W210  | Orchard Pl.      |
| 06-22-202-013 | 60     | 17W100  | Elder Lane       |
| 06-22-204-009 | 61     | 17W104  | 16th St.         |
| 06-22-400-021 | 62     | 17W304  | Stillwell Rd.    |
| 06-22-403-006 | 63     | 1S653   | MacArthur Dr.    |
| 06-22-403-007 | 64     | 1S663   | MacArthur Dr.    |
| 06-22-407-012 | 65     | 1S501   | Leahy Rd.        |
| 06-22-408-002 | 66     | 17W135  | 16th St.         |
| 06-22-408-011 | 67     | 1S435   | Wainwright Rd.   |
| 06-22-408-025 | 68     | 1S480   | Monterey Ave.    |
| 06-22-410-037 | 69     | 17W210  | Leahy Rd.        |
| 06-22-415-004 | 70     | 1S731   | MacArthur Dr.    |

**ORDINANCE NO. 15 –**

**AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 52.01 ENTITLED  
“PURPOSE AND AUTHORITY” AND SECTION 52.02 ENTITLED “CONNECTION TO  
WATER SYSTEM REQUIRED” OF CHAPTER 52 ENTITLED “WATER SUPPLY  
SYSTEM” OF TITLE V ENTITLED “PUBLIC WORKS” OF THE CODE OF  
OAKBROOK TERRACE, ILLINOIS**

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

**WHEREAS**, Section 52.01(B) of the Code of Oakbrook Terrace, Illinois, authorizes certain officers of the City to enforce Chapter 52 of the Code of Oakbrook Terrace, Illinois;

**WHEREAS**, Section 52.02 of the Code of Oakbrook Terrace, Illinois, establishes the conditions requiring connection to the City’s water supply system; and

**WHEREAS**, the City Council has determined that it is desirable, necessary and in the public interest to amend Section 52.01(B) and Section 52.02 of the Code of Oakbrook Terrace, Illinois, to provide for additional city personnel to enforce Chapter 52 of the Code of Oakbrook Terrace, Illinois, and to establish additional conditions requiring connection to the City’s water supply system;

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

**Section 1.** The recitals set forth above are incorporated herein by this reference.

**Section 2.** Section 52.01(B) entitled “Purpose and Authority” of Chapter 52 entitled “Water Supply System” of Title V Entitled “Public Works” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

**§52.01 PURPOSE AND AUTHORITY**

(A) The purpose of these §§ 52.01 through 52.23 is to set forth the city’s policies regarding water line extensions, tap-on procedures, and water rates and charges, and to provide regulations for the implementation of those policies.

(B) The City Administrator, Chief of Police and Public Services Director, or their designees, individually and collectively, are hereby authorized to enforce all of the provisions of this chapter. In the absence of any of these individuals and under circumstances constituting an emergency, the Mayor is hereby authorized to enforce all of the provisions of this chapter.

**Section 3.** Section 52.02 entitled “Connection to Water System Required” of Chapter 52 entitled “Water Supply System” of Title V Entitled “Public Works” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

**§52.02 CONNECTION TO WATER SYSTEM REQUIRED**

(A) Except as otherwise provided in this chapter, no person shall maintain any private water supply system in this city without approval of the city.

(B) Where a public water main is not reasonably accessible in an area under the jurisdiction of the city, each building in such area shall be served by a private potable water supply system which conforms to the regulations of the Illinois Environmental Protection Agency. Reasonable accessibility to a public water main shall be deemed to exist if such a water main is located in any street, alley or right-of-way adjacent to or within 100 feet of any lot line of the parcel on which such building is located, and permission is granted by the public body in control of the water main.

(C) Whenever a public water main becomes reasonably accessible to property served by a private water supply system, and permission is granted by the public body in control of the water main, connection shall be made to the public water main in accordance with the provisions of this chapter, and the use and maintenance of the private water supply system shall be discontinued.

(D) The owner or manager of any and all buildings or uses other than a single-family dwelling, for which water is provided by a water service connection to the city’s public water system, shall install or cause to be installed a reduced pressure zone (“RPZ”) backflow preventer to the water system for the building or use. The RPZ shall be tested annually by the owner or manager of the building or use, who shall also file a written report of the condition of the RPZ with the city’s water department. If testing indicates that the RPZ is malfunctioning, it shall be repaired or replaced by the owner or manager of the building or use within 60 days after the testing is completed.

(E) Whenever the owner of an improved property that is serviced by a private water well elects or is required to connect to the city’s water system or any other public water system within the area of the city’s jurisdiction, the property owner shall agree to seal the well on the property in accordance with the regulations of the Illinois Plumbing Code, as amended, and the regulations of the DuPage County Health Department, as they exist when the well is to be sealed. The well shall be sealed within 30 days from the date of connection to the city’s water system or other public water system within the area of the city’s jurisdiction.

(F) Upon the transfer of ownership of a property that is equipped with a supplemental well (originally approved for irrigation in 1999), the new property owner or the existing property owner shall cause the supplemental well to be sealed within 30 days by a licensed well sealer in accordance with the DuPage County Health Department standards.

DuPage County shall inspect the sealing of the well and forward the well sealing affidavit to the Public Services Director.

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

**Section 5.** This Ordinance shall be in full force and effect on January 1, 2012, after its passage, approval and publication in pamphlet form as provided by law.

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

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

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

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

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

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

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

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

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

FEB 10 2015



## Interdepartmental Memo

To: Mayor Ragucci and City Council

From: Michael Sarallo, Assistant to the Mayor  
and City Administrator

Re: Health, Dental, Life and Vision Insurance Renewal

Date: February 6, 2015

### GROUP HEALTH

At the December 9, 2014 meeting, the City Council approved the 2014-2017 FOP Contract. During the contract negotiations, the City and Union representatives discussed health insurance costs and how the City would be affected by the Cadillac Tax in 2018, see table below. Due to the substantial tax implications that would be imposed on the City, it was agreed that the City would look at a more cost effective health insurance plan.

### CADILLAC TAX

|   |                  |
|---|------------------|
| <b>Grandfathered renewal</b>                  | <b>\$102,000</b> |
| <b>Non grandfathered renewal</b>              | <b>\$ 97,000</b> |
| <b>High Deductible Health Savings Account</b> | <b>\$ 29,000</b> |

With the assistance of the City's insurance broker, Assurance, the brokers were able to obtain alternate and competitive pricing for significantly different plans, the plan renewals did increase as high as 6%. As you may remember, you were presented preliminary information on a High Deductible Health Savings Account (HDHSA) policy. The proposed plan will save the City \$118,430 (19.0%) annually from our present plan in addition to the cost savings of \$73,000 with the Cadillac Tax penalty implications. However, as negotiated in the FOP contract, the City must contribute 100% of the health insurance deductible for all union employees. This equates to \$60,320 resulting in a true savings of \$58,110 annually.

In addition to the HDHSA, the City will continue to offer an HMO plan. This current plan will increase approx. \$10,000 (5.7%) with minimal benefit changes.

In summary, the savings with the HDHSA and HMO plans is \$108,280 (13.55%). With the inclusion of the negotiated health insurance deductible, the total savings will be \$47,961.

Please refer to the *attachment* which highlights the plan changes from the current plan and the proposed HDHSA.

### **DENTAL/LIFE/VISION**

The City also received proposals for Dental, Life and Vision care. Although, there were very competitive pricing, Principal Group has offered a two year price freeze on the Dental and Life proposals if the City enrolls with the Life and Vision Insurance programs. Doing this we will realize a potential savings of nearly \$10,000.

### **SUMMARY**

At this time, I am recommending the conversion to the BCBS High Deductible Health Savings Account policy and the benefit proposal from Principal for the Dental, Life and Vision.

As always, a representative from Assurance Agency will be in attendance at the City Council meeting to further explain in more detail the HDHSA, Cadillac Tax and answer any questions the Council may have.



| A Benefits Proposal for: City of Oakbrook Terrace |                   | Grandfathered Inforce |                      | Alternative          |                          |
|---|-------------------|-----------------------|----------------------|----------------------|--------------------------|
| Renewal Date:                                     | 4/1/2015          | BlueCross BlueShield  | BlueCross BlueShield | BlueCross BlueShield | BlueCross BlueShield     |
| Medical   | BPP42316          | BPHB016               | NPETIV07             | NHHB106              |                          |
| AM Best Rating: A                                 | AM Best Rating: A | AM Best Rating: A     | AM Best Rating: A    | AM Best Rating: A    |                          |
| Provider Network                                  | In Network        | Out Network           | In Network           | Out Network          | (Participating Provider) |
| Lifetime Plan Maximum                             | Unlimited         | Unlimited             | Unlimited            | Unlimited            | BlueAdvantage HMO        |
| Individual Deductible                             | \$250             | \$0                   | \$2,600              | \$0                  |                          |
| Family Deductible                                 | \$750             | \$1,500               | \$5,200              | \$10,400             |                          |
| Embedded or Non-Embedded Ded                      | Embedded          | Embedded              | Embedded             | Embedded             |                          |
| Coinsurance                                       | 90%               | 70%                   | 100%                 | 80%                  | 100%                     |
| Individual Out of Pocket (Incl. Ded)              | \$1,250           | \$2,500               | \$2,600              | \$10,400             | \$1,500                  |
| Family Out of Pocket (Incl. Ded)                  | \$3,750           | \$7,500               | \$5,200              | \$20,800             | \$3,000                  |
| Inpatient Hospital                                | 90% Aft. Ded.     | 70% Aft. Ded.         | 100% Aft. Ded.       | 80% Aft. Ded.        | 100%                     |
| Preventative/Well Child Care                      | \$10 Copay        | 70% Aft. Ded.         | \$10 Copay           | 80% Aft. Ded.        | 100%                     |
| Physicians Services                               | \$10 Copay        | 70% Aft. Ded.         | \$10 Copay           | 80% Aft. Ded.        | \$20 Copay               |
| Specialist Copay                                  | \$30 Copay        | 70% Aft. Ded.         | \$30 Copay           | 80% Aft. Ded.        | \$40 Copay               |
| Diagnostic Lab & X-Ray                            | 90% Aft. Ded.     | 70% Aft. Ded.         | 100% Aft. Ded.       | 80% Aft. Ded.        | 100%                     |
| Emergency Room                                    | \$150 Copay       | 100% Copay            | \$150 Copay          | 100% Aft. Ded.       | \$150 Copay              |
| Urgent Care                                       | 90% Aft. Ded.     | 70% Aft. Ded.         | 100% Aft. Ded.       | 80% Aft. Ded.        | 100%                     |
| Retail Rx Benefit                                 | \$10/40/60        | \$10/40/60 then 75%   | \$10/40/60           | 100% Aft. Ded.       | \$10/40/60               |
| # Days Supply                                     | 34 Days           | 34 Days               | 34 Days              | 100% Aft. Ded.       | 30 Days                  |
| Mail-Order Rx Benefit                             | \$20/80/120       | N/A                   | \$20/80/120          | N/A                  | \$20/80/120              |
| # Days Supply                                     | 90 Days           | 90 Days               | 90 Days              | N/A                  | 90 Days                  |
| Additional Information                            |                   |                       |                      |                      |                          |
| Health  | EE                | Total                 | EE                   | Total                | EE                       |
| Employee + Spouse:                                | 9                 | \$836.15              | 9                    | \$695.65             | 9                        |
| Employee + Child(ren):                            | 5                 | \$1,756.86            | 5                    | \$1,436.83           | 5                        |
| Employee + Child(ren):                            | 3                 | \$1,632.70            | 3                    | \$1,310.14           | 3                        |
| Family:   | 12                | \$2,553.39            | 12                   | \$2,047.32           | 12                       |
| Total Monthly:                                    | 29                | \$51,848.43           | 29                   | \$41,979.26          | 29                       |
| Total Monthly:                                    |                   | \$66,590.40           |                      | \$66,590.40          |                          |
| Total Annually:                                   |                   | \$799,084.80          |                      | \$799,084.80         |                          |
| Annual Difference:                                |                   |                       |                      |                      |                          |
| Percent Difference:                               |                   |                       |                      |                      | -13.55%                  |
| Notes:  |                   |                       |                      |                      |                          |

**ORIGINAL**

**Cameo Electric, Inc.**

**AGENDA ACTION  
FEB 10 2015**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

To owner: City of Oak Brook Terrace

Project: Oak Brook Terrace Police Station

AIA DOCUMENT G702

Application No.

(Instructions on reverse side) PAGE ONE OF \_\_\_\_\_ Pages

4 Distribution to:

From (Contractor): Cameo Electric Inc.  
10526 W Cermak Rd--Westchester IL--60154  
Contract For: Electrical work

OWNER  
ARCHITECT  
CONTRACTOR

Period To:

Architect's Project No.:

Contract Date:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

| Change Order Summary                               |               | Deductions |  |
|--|---------------|------------|--|
| Change Orders approved in previous months by Owner | Additions     |            |  |
| 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) \$6,421.00

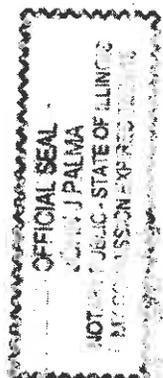
5. Retainage:
  - a. % of completed work (Column D + E on G703) \$9,642.10
  - b. % of Stored Material (Column F on G703) \$

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

6. Total Earned Less Retainage (Line 4 Less Line 5 Total) \$ 86,778.90

7. Less Previous Certificates for Payment (Line 6 from Prior Certificate) \$ 81,378.90

8. Current Payment Due (Line 6 Less Line 7) \$ 5,400.00
9. Balance To Finish, Plus Retainage (Line 3 Less Line 8) \$1,232,221.10



Subscribed and sworn to me before this Notary Public.

State of \_\_\_\_\_ County of \_\_\_\_\_ Day of \_\_\_\_\_

My Commission expires: \_\_\_\_\_ Amount Certified \$ 5,400.00

**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:

By: [Signature] Date: 2-2-15

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

2/2/2015 12:57 PM

Original #4 G702 Oak Brook Terrace

# Cameo Electric, Inc.

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 fire items may apply.

| A<br>ITEM<br>No | B<br>DESCRIPTION OF WORK                   | C<br>SCHEDULED<br>VALUE | D<br>PREVIOUS<br>APPLICATIONS | E<br>WORK COMPLETED |               | F<br>This Application<br>Stored Materials<br>not in D or E | G<br>TOTAL COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>(G/C) | I<br>BALANCE<br>TO FINISH<br>(C-G) | J<br>RETAINAGE |
|-----------------|--|-------------------------|-------------------------------|---------------------|---------------|--|--|------------|------------------------------------|----------------|
|                 |  |                         |                               | Work in place       | Work in place |  |  |            |                                    |                |
|                 | <b>Oak Brook Terrace Police Station</b>    |                         |                               |                     |               |  |  |            |                                    |                |
|                 | Mobilization 2%                            | \$ 19,310.00            | \$ 7,850.00                   |                     |               |  | \$ 2,850.00  | 15%        | \$ 16,460.00                       | \$ 285.00      |
|                 | Submittals                                 | \$ 3,960.00             | \$ 1,700.00                   |                     |               |  | \$ 1,700.00  | 43%        | \$ 2,260.00                        | \$ 170.00      |
|                 | Close/Out/As-Built/LED                     | \$ 5,460.00             |                               |                     |               |  |  |            |                                    |                |
|                 | Bond/Insurance                             | \$ 32,975.00            | \$ 32,975.00                  |                     |               |  | \$ 32,975.00   | 100%       | \$ -                               | \$ 3,297.50    |
|                 | <b>Temp Power &amp; Lighting</b>           |                         |                               |                     |               |  |  |            |                                    |                |
|                 | Labor:                                     | \$ 3,168.00             | \$ 1,500.00                   |                     |               |  | \$ 1,500.00  | 47%        | \$ 1,668.00                        | \$ 150.00      |
|                 | Material                                   | \$ 1,332.00             | \$ 416.00                     |                     |               |  | \$ 416.00  | 31%        | \$ 916.00                          | \$ 41.60       |
|                 | <b>Slab</b>                                |                         |                               |                     |               |  |  | ####       |                                    |                |
|                 | Labor                                      | \$ 13,960.00            | \$ 13,960.00                  |                     |               |  | \$ 13,960.00   | 100%       | \$ -                               | \$ 1,396.00    |
|                 | Material:                                  | \$ 7,800.00             | \$ 7,800.00                   |                     |               |  | \$ 7,800.00  | 100%       | \$ -                               | \$ 780.00      |
|                 | <b>Fixtures:</b>                           |                         |                               |                     |               |  |  | ####       |                                    |                |
|                 | Labor:                                     | \$ 51,525.00            | \$ 6,450.00                   |                     |               |  | \$ 6,450.00  | 8%         | \$ 78,065.00                       | \$ 645.00      |
|                 | Material                                   | \$ 16,760.00            | \$ 500.00                     |                     |               |  | \$ 500.00  | 3%         | \$ 19,260.00                       | \$ 50.00       |
|                 | <b>Fixtures:</b>                           |                         |                               |                     |               |  |  | 0%         | \$ 108,888.00                      | \$ -           |
|                 | <b>Power</b>                               |                         |                               |                     |               |  |  | ####       |                                    |                |
|                 | Labor:                                     | \$ 130,795.00           | \$ 9,500.00                   |                     |               |  | \$ 9,500.00  | 7%         | \$ 133,295.00                      | \$ 950.00      |
|                 | Material                                   | \$ 31,846.00            |                               |                     |               |  |  | 0%         | \$ 35,846.00                       | \$ -           |
|                 | <b>Gear</b>                                |                         |                               |                     |               |  |  | ####       |                                    |                |
|                 | Labor:                                     | \$ 22,411.00            |                               |                     |               |  |  | 0%         | \$ 23,411.00                       | \$ -           |
|                 | Material:                                  | \$ 13,227.00            |                               |                     |               |  |  | 0%         | \$ 13,227.00                       | \$ -           |
|                 | <b>Gear:</b>                               |                         |                               |                     |               |  |  | 0%         | \$ 17,100.00                       | \$ -           |
|                 | <b>Control Transformer Pad</b>             |                         |                               |                     |               |  |  | ####       |                                    |                |
|                 | Labor:                                     | \$ 17,011.00            | \$ 11,450.00                  |                     |               |  | \$ 4,500.00  | 27%        | \$ 2,261.00                        | \$ 1,668.07    |
|                 | Material                                   | \$ 8,375.00             | \$ 1,600.00                   |                     |               |  | \$ 1,500.00  | 18%        | \$ 5,285.00                        | \$ 311.00      |
|                 | <b>Generator</b>                           |                         |                               |                     |               |  |  | ####       |                                    |                |
|                 | Labor:                                     | \$ 15,016.00            |                               |                     |               |  |  | 0%         | \$ 15,016.00                       | \$ -           |
|                 | Material:                                  | \$ 6,809.00             |                               |                     |               |  |  | 0%         | \$ 6,809.00                        | \$ -           |
|                 | <b>Generator:</b>                          |                         |                               |                     |               |  |  | 0%         | \$ 94,250.00                       | \$ -           |
|                 | Material:                                  | \$ 1,200.00             |                               |                     |               |  |  | 0%         | \$ 1,200.00                        | \$ -           |
|                 | <b>Site Lighting</b>                       |                         |                               |                     |               |  |  | ####       |                                    |                |
|                 | Labor:                                     | \$ 21,051.00            |                               |                     |               |  |  | 0%         | \$ 21,051.00                       | \$ -           |
|                 | Material:                                  | \$ 34,305.00            |                               |                     |               |  |  | 0%         | \$ 34,305.00                       | \$ -           |
|                 | <b>Conduit Subs For Low Voltage System</b> |                         |                               |                     |               |  |  | 0%         | \$ 14,933.00                       | \$ -           |
|                 | Labor:                                     | \$ 51,352.00            |                               |                     |               |  |  | 0%         | \$ 51,352.00                       | \$ -           |
|                 | Material:                                  | \$ 6,560.00             |                               |                     |               |  |  | 0%         | \$ 6,560.00                        | \$ -           |
|                 | <b>Sub Costs</b>                           |                         |                               |                     |               |  |  | ####       |                                    |                |
|                 | Fire Alarm                                 | \$ 42,374.00            |                               |                     |               |  |  | 0%         | \$ 42,374.00                       | \$ -           |



# ORIGINAL APPLICATION AND CERTIFICATION FOR PAYMENT

G702

AGENDA ACTION  
FEB 10 2015

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

**PROJECT:** Oakbrook Terrace Municipal  
17W275 West Butterfield Road  
Oak Brook Terrace, IL 60181

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

**OWNER:** City of Oakbrook Terrace  
17W275 West Butterfield Road  
Oakbrook Terrace, IL 60181

**CONTRACT FOR:**

**APPLICATION NO:** 4

**PERIOD TO:** 31-Jan-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) \$ 202,690.75

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 (Line 4 Less Line 5 Total) \$ 20,269.08
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 177,720.97
- 8. CURRENT PAYMENT DUE \$ 4,700.70
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 268,758.33

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

By: Mary B. Kennedy  
 SUSAN M. KENNEDY  
 ARCHITECT  
 300 N. LAUREL STREET, SUITE 100  
 OAK BROOK, ILLINOIS 60181  
 My Commission expires: 8/6/17

## 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 .....\$ 1700.70

(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.)

**ARCHITECT:**

By: [Signature] Date: 2.2.15

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 I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4  
 APPLICATION DATE: 30-Jan-15  
 PERIOD TO: 31-Jan-15  
 OWNER'S CONTRACT NO: 0

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK             | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED<br>FROM PREVIOUS<br>APPLICATION<br>(D+E) | E<br>WORK COMPLETED<br>THIS PERIOD | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO FINISH<br>(C-G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------------------|-------------------------|--|------------------------------------|---|---|------------------------------------|---|
| 01               | BASE CONTRACT                        |                         |  |                                    |   |   |                                    |   |
| 02               | Police Station                       | \$ 62,676.00            | \$ 62,676.00   |                                    |   | \$ 62,676.00  |                                    | \$ 6,267.60                             |
| 03               | Underground DWV Materials            | \$ 66,158.00            | \$ 66,158.00   |                                    |   | \$ 66,158.00  |                                    | \$ 6,615.80                             |
| 04               | Above Ground DWV Materials           | \$ 19,151.00            | \$ 1,915.10  |                                    |   | \$ 1,915.10   | \$ 17,235.90                       | \$ 191.51                               |
| 05               | Above Ground DWV Labor               | \$ 43,748.00            | \$ 4,374.80  |                                    |   | \$ 4,374.80   | \$ 39,373.20                       | \$ 437.48                               |
| 06               | Water Piping Materials               | \$ 19,374.00            | \$ 1,937.40  |                                    |   | \$ 1,937.40   | \$ 17,436.60                       | \$ 193.74                               |
| 07               | Water Piping Labor                   | \$ 20,892.00            | \$ 2,089.20  |                                    |   | \$ 2,089.20   | \$ 18,802.80                       | \$ 208.92                               |
| 08               | Insulation Labor and Material        | \$ 6,964.00             |  |                                    |   |   | \$ 6,964.00                        | \$ -                                    |
| 09               | Trim Materials                       | \$ 17,410.00            |  |                                    |   |   | \$ 17,410.00                       | \$ -                                    |
| 10               | Trim Labor                           | \$ 20,892.00            |  |                                    |   |   | \$ 20,892.00                       | \$ -                                    |
| 11               | Storm UG / AG Materials              | \$ 10,446.00            | \$ 10,446.00   |                                    |   | \$ 10,446.00  |                                    | \$ 1,044.60                             |
| 12               | Storm Labor                          | \$ 8,705.00             | \$ 1,310.25  | \$ 5,223.00                        |   | \$ 6,533.25   | \$ 2,171.75                        | \$ 653.33                               |
| 13               | Trough Drain System / Triple Lab&Mat | \$ 36,115.00            | \$ 36,115.00   |                                    |   | \$ 36,115.00  |                                    | \$ 3,611.50                             |
| 14               | Bond and Insurance                   | \$ 6,964.00             | \$ 6,964.00  |                                    |   | \$ 6,964.00   |                                    | \$ 696.40                               |
| 15               | Submittals/shop drawings             | \$ 3,482.00             | \$ 3,482.00  |                                    |   | \$ 3,482.00   |                                    | \$ 348.20                               |
| 16               | Testing                              | \$ 1,741.00             |  |                                    |   |   | \$ 1,741.00                        | \$ -                                    |
| 17               | Closeouts/As-Builts                  | \$ 3,482.00             |  |                                    |   |   | \$ 3,482.00                        | \$ -                                    |
| 18               | Municipal/City Hall                  |                         |  |                                    |   |   |                                    |   |
| 19               | Demo Scope                           | \$ 4,119.20             |  |                                    |   |   | \$ 4,119.20                        | \$ -                                    |
| 20               | Slab Cut Removal Scope               | \$ 6,178.80             |  |                                    |   |   | \$ 6,178.80                        | \$ -                                    |
| 21               | Underground DWV Materials            | \$ 16,476.80            |  |                                    |   |   | \$ 16,476.80                       | \$ -                                    |
| 22               | Underground DWV Labor                | \$ 16,932.10            |  |                                    |   |   | \$ 16,932.10                       | \$ -                                    |
| 23               | Above Ground Materials               | \$ 9,268.20             |  |                                    |   |   | \$ 9,268.20                        | \$ -                                    |
| 24               | Above Ground Labor                   | \$ 9,298.00             |  |                                    |   |   | \$ 9,298.00                        | \$ -                                    |
| 25               | Water Piping Materials               | \$ 10,327.80            |  |                                    |   |   | \$ 10,327.80                       | \$ -                                    |
| 26               | Water Piping Labor                   | \$ 8,238.40             |  |                                    |   |   | \$ 8,238.40                        | \$ -                                    |
| 27               | Insulation Labor and Material        | \$ 4,119.20             |  |                                    |   |   | \$ 4,119.20                        | \$ -                                    |
| 28               | Trim Materials                       | \$ 7,208.60             |  |                                    |   |   | \$ 7,208.60                        | \$ -                                    |
| 29               | Trim Labor                           | \$ 6,178.80             |  |                                    |   |   | \$ 6,178.80                        | \$ -                                    |
| 30               | Bond and Insurance                   | \$ 2,059.60             |  |                                    |   |   | \$ 2,059.60                        | \$ -                                    |
| 31               | Submittals/shop drawings             | \$ 1,029.80             |  |                                    |   |   | \$ 1,029.80                        | \$ -                                    |
| 32               | Testing                              | \$ 514.90               |  |                                    |   |   | \$ 514.90                          | \$ -                                    |
|                  | Closeouts/As-Builts                  | \$ 1,029.80             |  |                                    |   |   | \$ 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: 4  
 APPLICATION DATE: 30-Jan-15  
 PERIOD TO: 31-Jan-15  
 OWNER'S CONTRACT NO: 0

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO FINISH<br>(C-G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|--------------------------|-------------------------|---|-------------|---|---|------------------------------------|---|
|                  |                          |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |   |   |                                    |   |
| 33               |                          |                         |   |             |   |   |                                    |   |
| 34               | Base Contract Sub Total  | \$ 451,180.00           | \$ 197,467.75                           | \$ 5,223.00 | \$ -  | \$ 202,690.75   | \$ 251,971.25                      | \$ 20,269.08                            |
| 01               |                          |                         |   |             |   |   |                                    |   |
| 02               |                          |                         |   |             |   |   |                                    |   |
| 03               |                          |                         |   |             |   |   |                                    |   |
| 04               |                          |                         |   |             |   |   |                                    |   |
| 05               |                          |                         |   |             |   |   |                                    |   |
| 06               |                          |                         |   |             |   |   |                                    |   |
| 07               |                          |                         |   |             |   |   |                                    |   |
| 08               |                          |                         |   |             |   |   |                                    |   |
| 09               |                          |                         |   |             |   |   |                                    |   |
| 10               |                          |                         |   |             |   |   |                                    |   |
|                  | Change Order Sub Total   | \$ -                    | \$ -                                    | \$ -        | \$ -  | \$ -  | \$ -                               | \$ -                                    |
|                  | <b>GRAND TOTALS</b>      | \$ 451,180.00           | \$ 197,467.75                           | \$ 5,223.00 | \$ -  | \$ 202,690.75   | \$ 251,971.25                      | \$ 20,269.08                            |

STATE OF ILLINOIS  
COUNTY OF Cook

} SS

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

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

**TO WHOM IT MAY CONCERN:**

WHEREAS the undersigned has been employed by Harbour Contractors, Inc.  
to furnish Plumbing - Labor and Material  
for the premises known as OakBrook Terrace Village Hall  
of which City of Oakbrook Terrace is the owner.

THE undersigned, for and in consideration of Four Thousand Seven Hundred and 70/100 Dollars  
( \$4,700.70 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and  
release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect  
to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the  
moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery,  
furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE January 30, 2015

COMPANY NAME Unique Plumbing Company, Inc.

ADDRESS 9408 West 47th St., Brookfield, IL 60513

SIGNATURE AND TITLE:

*Mary B. Kennedy*  
Mary B. Kennedy, Secretary

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS  
COUNTY OF Cook

} SS

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED, (NAME) Mary B. Kennedy BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) Secretary OF  
(COMPANY NAME) Unique Plumbing Company, Inc. WHO IS THE  
CONTRACTOR FURNISHING Plumbing - Labor and Material WORK ON THE BUILDING  
LOCATED AT 17W261 Butterfield Road, Oakbrook Terrace, IL 60181  
OWNED BY City of Oakbrook Terrace

That the total amount of the contract including extras\* is \$451,180.00 on which he or she has received payment of \$177,720.97 prior to this  
payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity  
of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties  
having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become  
due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES   | WHAT FOR                      | CONTRACT PRICE<br>INCLD G EXTRAS* | AMOUNT<br>PAID | THIS<br>PAYMENT | BALANCE<br>DUE |
|---|-------------------------------|-----------------------------------|----------------|-----------------|----------------|
| Unique Plumbing Company, Inc.<br>9408 West 47th. Street<br>Brookfield, IL 60513 | Plumbing - Labor and Material | 370,177.60                        | 152,854.78     | 3,824.63        | 213,498.19     |
| Auburn Supply Co.<br>3850 West 167th. St.<br>Markham, IL 60426-5306             | Material                      | 10,000.00                         | 7,106.32       | 125.91          | 2,767.77       |
| Columbia Pipe & Supply Co.<br>23671 Network Place<br>Chicago, IL 60673-1236     | Material                      | 25,000.00                         | 0.00           | 0.00            | 25,000.00      |
| Ferguson Enterprises #1550<br>884 S. Rohlwing Road<br>Addison, IL               | Material                      | 25,000.00                         | 0.00           | 504.44          | 24,495.56      |
| M. Cooper Supply Co<br>8605 Spring Lake Drive<br>Mokena, IL 60448               | Material                      | 20,000.00                         | 16,757.47      | 245.72          | 2,996.81       |
| Quality Saw And Seal Inc.<br>7600 West 79th. St.<br>Bridgeview<br>IL 60455      | Material                      | 409.50                            | 409.50         | 0.00            | 0.00           |
| Underground Pipe And Valve Co.<br>P.O. Box 279<br>Plainfield, IL 60544-0279     | Material                      | 592.90                            | 592.90         | 0.00            | 0.00           |

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS  
 COUNTY OF Cook

} SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Mary B. Kennedy BEING DULY SWORN, DEPOSES  
 AND SAYS THAT HE OR SHE IS (POSITION) Secretary OF  
 (COMPANY NAME) Unique Plumbing Company, Inc. WHO IS THE  
 CONTRACTOR FURNISHING Plumbing - Labor and Material WORK ON THE BUILDING  
 LOCATED AT 17W261 Butterfield Road, Oakbrook Terrace, IL 60181  
 OWNED BY City of Oakbrook Terrace

That the total amount of the contract including extras\* is \$451,180.00 on which he or she has received payment of \$177,720.97 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES                                     | WHAT FOR | CONTRACT PRICE INCLDG EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|----------|-------------------------------|-------------|--------------|-------------|
| TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE. |          | 451,180.00                    | 177,720.97  | 4,700.70     | 268,758.33  |

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

DATE January 30th, 2015

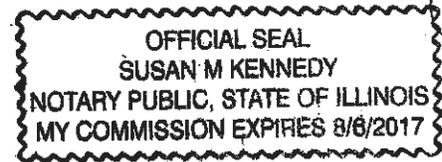
SIGNATURE: Mary B. Kennedy  
 Mary B. Kennedy, Secretary

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th DAY OF JANUARY, 2015

Susan M. Kennedy  
 NOTARY PUBLIC

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE

ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



**WAIVER OF LIEN TO DATE**

STATE OF ILLINOIS  
COUNTY OF Cook

} SS

City # \_\_\_\_\_

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

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Unique Plumbing Company, Inc.  
to furnish Plumbing material  
for the premises known as OakBrook Terrace Village Hall  
of which City of Oakbrook Terrace is the owner.

THE undersigned, for and in consideration of One Hundred Twenty Five and 91/100 Dollars  
( \$125.91) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and  
release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect  
to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the  
moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery,  
furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE January 9, 2015

COMPANY NAME Auburn Supply Co.

ADDRESS 3850 West 167th Street, Markham, IL 60426-5306

SIGNATURE AND TITLE:

*Anthony Costella*

ANTHONY COSTELLA VICE PRESIDENT OF SALES

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS  
COUNTY OF Cook

} SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) ANTHONY COSTELLA BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) VICE PRESIDENT OF SALES OF  
(COMPANY NAME) Auburn Supply Co. WHO IS THE  
CONTRACTOR FURNISHING Plumbing material WORK ON THE BUILDING  
LOCATED AT 17W261 Butterfield Road, Oakbrook Terrace, IL 60181  
OWNED BY City of Oakbrook Terrace

That the total amount of the contract including extras\* is \$10,000.00 on which he or she has received payment of \$7,106.32 prior to this  
payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity  
of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties  
having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become  
due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES   | WHAT FOR          | CONTRACT PRICE<br>INCLDNG EXTRAS* | AMOUNT<br>PAID | THIS<br>PAYMENT | BALANCE<br>DUE |
|---|-------------------|-----------------------------------|----------------|-----------------|----------------|
| Auburn Supply Co.<br>3850 West 167th. St.<br>Markham, IL 60426-5306 | Plumbing Material | 10,000.00                         | 7,106.32       | 125.91          | 2,767.77       |
| <b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.</b>      |                   | 10,000.00                         | 7,106.32       | 125.91          | 2,767.77       |

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

DATE January 9th, 2015

SIGNATURE:

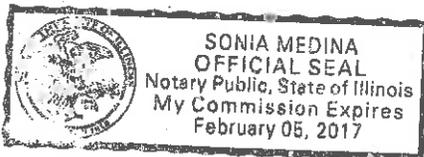
*Anthony Costella*

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9th DAY OF JANUARY, 2015

*Sonia Medina*  
NOTARY PUBLIC

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE

ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



**WAIVER OF LIEN TO DATE**

STATE OF ILLINOIS  
COUNTY OF DuPage

} SS

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

**TO WHOM IT MAY CONCERN:**

WHEREAS the undersigned has been employed by Unique Plumbing Company, Inc.  
to furnish Plumbing material  
for the premises known as OakBrook Terrace Village Hall  
of which City of Oakbrook Terrace is the owner.

THE undersigned, for and in consideration of Five Hundred Four and 44/100 Dollars  
( \$504.44) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and  
release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect  
to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the  
moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery,  
furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE January 9, 2015

COMPANY NAME Ferguson Enterprises #1550

ADDRESS 884 S. Rohlwing Road, Addison, IL

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

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS  
COUNTY OF DuPage

} SS

**TO WHOM IT MAY CONCERN:**

THE UNDERSIGNED, (NAME) Erica White BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) Credit manager OF  
(COMPANY NAME) Ferguson Enterprises #1550 WHO IS THE  
CONTRACTOR FURNISHING Plumbing material WORK ON THE BUILDING  
LOCATED AT 17W261 Butterfield Road, Oakbrook Terrace, IL 60181  
OWNED BY City of Oakbrook Terrace

That the total amount of the contract including extras\* is \$25,000.00 on which he or she has received payment of \$0.00 prior to this  
payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity  
of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties  
having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become  
due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES   | WHAT FOR          | CONTRACT PRICE<br>INCLDG EXTRAS* | AMOUNT<br>PAID | THIS<br>PAYMENT | BALANCE<br>DUE |
|---|-------------------|----------------------------------|----------------|-----------------|----------------|
| Ferguson Enterprises #1550<br>884 S. Rohlwing Road<br>Addison, IL | Plumbing Material | 25,000.00                        | 0.00           | 504.44          | 24,495.56      |
| <b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.</b>    |                   | 25,000.00                        | 0.00           | 504.44          | 24,495.56      |

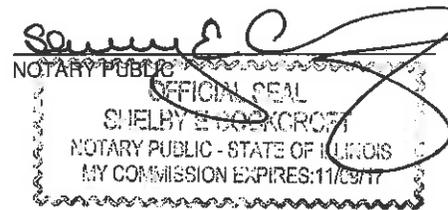
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work  
of any kind done or to be done upon or in connection with said work other than above stated.

DATE January 9th, 2015

SIGNATURE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9th DAY OF JANUARY, 2015

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



WAIVER OF LIEN TO DATE

STATE OF ILLINOIS
COUNTY OF Will

} SS

Qty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Unique Plumbing Company, Inc. to furnish Plumbing Material

for the premises known as OakBrook Terrace Village Hall of which City of Oakbrook Terrace

is the owner.

THE undersigned, for and in consideration of Two Hundred Forty Five and 72/100 Dollars (\$245.72) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE January 13, 2015

COMPANY NAME M. Cooper Supply Co.

ADDRESS 8605 Spring Lake Drive, Mokena, IL 60448

SIGNATURE AND TITLE:

Dave Poteete VP

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF Will

} SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Dave Poteete BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) V.P. of Finance OF (COMPANY NAME) M. Cooper Supply Co. WHO IS THE CONTRACTOR FURNISHING Plumbing Material WORK ON THE BUILDING LOCATED AT 17W261 Butterfield Road, Oakbrook Terrace, IL 60181 OWNED BY City of Oakbrook Terrace

That the total amount of the contract including extras\* is \$20,000.00 on which he or she has received payment of \$16,757.47 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Table with 6 columns: NAMES AND ADDRESSES, WHAT FOR, CONTRACT PRICE INCLDG EXTRAS\*, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Row 1: M. Cooper Supply Co, Plumbing Material, 20,000.00, 16,757.47, 245.72, 2,996.81. Row 2: TOTAL LABOR AND MATERIAL INCLUDING EXTRAS\* TO COMPLETE, 20,000.00, 16,757.47, 245.72, 2,996.81

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

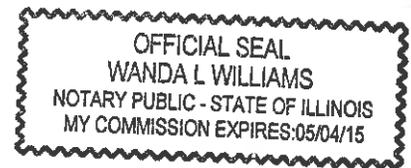
DATE January 13th, 2015

SIGNATURE: Dave Poteete

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13th DAY OF JANUARY, 2015

Wanda L. Williams
NOTARY PUBLIC

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



ORIGINAL

AGENDA ACTION  
FEB 10 2015



APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT C702 (Instructions on reverse side) PAGE ONE OF PAGES

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

PROJECT: Oak Brook Terrace Policeville APPLICATION NO: 2  
Date: 1/19/2015  
PERIOD TO: 1/31/2015

Distribution to:  
OWNER  
ARCHITECT  
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

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                                      | 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 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: Date: 1/19/2015

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. 20008

- 1. ORIGINAL CONTRACT SUM \$ 539,500.00
- 2. Net change by Change Orders \$ 539,500.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 340,272.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on C703)
- 5. RETAINAGE:

- a. (Column D + E on G7C) \$ 34,027.20
- b. 0.10 % of Stored-Material (Column F on G703) \$
- Total Retainage (Line 5a / 5b or Total in Column I of G703) \$ 34,027.20
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 306,244.80
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 233,447.40
- 8. CURRENT PAYMENT DUE (Line 3 less Line 6) \$ 72,797.40
- 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 233,256.20

Subscribed and sworn to before me this 19th day of January 2015  
Notary Public Date: 2-2-15  
AMOUNT CERTIFIED 72,797.40  
ARCHITECT:

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

G702-1983

**CONTINUATION SHEET**

AIA DOCUMENT G703

(Instructions on reverse side)

PAGE 2 OF 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 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1/19/2015

PERIOD TO: 1/31/2015

PROJECT NO: 1012-018

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK      | C<br>SCHEDULED<br>VALUE | D<br>WORK<br>FROM PREVIOUS<br>APPLICATION<br>(D+E) |              | E<br>COMPLETED<br>THIS PERIOD | F<br>MATERIALS<br>PRESENTLY<br>STORED (NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO FINISH (G-G) | I<br>RETAINAGE<br>10% OF G |
|------------------|-------------------------------|-------------------------|--|--------------|-------------------------------|--|---|---------------------------------|----------------------------|
|                  |                               |                         |  |              |                               |  |   |                                 |                            |
|                  | <b>Police Station:</b>        |                         |  |              |                               |  |   |                                 |                            |
|                  | Mobilization                  | \$ 1,000.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ 1,000.00   | \$ -                            | \$ 100.00                  |
|                  | Bond                          | \$ 8,440.00             | \$ 8,440.00  | \$ -         | \$ -                          | \$ -   | \$ 8,440.00   | \$ -                            | \$ 844.00                  |
|                  | Shop Drawings                 | \$ 1,200.00             | \$ 1,200.00  | \$ -         | \$ -                          | \$ -   | \$ 1,200.00   | \$ -                            | \$ 120.00                  |
|                  | Equipment                     | \$ 9,000.00             | \$ 4,750.00  | \$ 3,000.00  | \$ -                          | \$ -   | \$ 7,750.00   | \$ 1,250.00                     | \$ 775.00                  |
|                  | <b>Exterior Roof System</b>   |                         |  |              |                               |  |   |                                 |                            |
|                  | Metal Truss Materials         | \$ 167,120.00           | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ -                            | \$ -                       |
|                  | Metal Truss Labor             | \$ 78,800.00            | \$ 158,764.00                                      | \$ 8,356.00  | \$ -                          | \$ -   | \$ 167,120.00   | \$ -                            | \$ 16,712.00               |
|                  | Plywood Sheathing Mat         | \$ 11,600.00            | \$ 43,340.00                                       | \$ 31,680.00 | \$ -                          | \$ -   | \$ 75,000.00  | \$ 3,800.00                     | \$ 7,500.00                |
|                  | Plywood Sheathing labor       | \$ 9,500.00             | \$ 11,600.00                                       | \$ -         | \$ -                          | \$ -   | \$ 11,600.00  | \$ -                            | \$ 1,160.00                |
|                  | Plywood Sheathing Mat         | \$ 11,600.00            | \$ 4,750.00  | \$ 4,750.00  | \$ -                          | \$ -   | \$ 9,500.00   | \$ -                            | \$ 950.00                  |
|                  | Plywood Sheathing Labor       | \$ 9,400.00             | \$ 8,700.00  | \$ 2,900.00  | \$ -                          | \$ -   | \$ 11,600.00  | \$ -                            | \$ 1,160.00                |
|                  | Plywood Sheathing Mat         | \$ 11,600.00            | \$ -   | \$ 9,400.00  | \$ -                          | \$ -   | \$ 9,400.00   | \$ -                            | \$ 940.00                  |
|                  | Plywood Sheathing labor       | \$ 9,500.00             | \$ 2,172.00  | \$ 7,600.00  | \$ -                          | \$ -   | \$ 9,772.00   | \$ 1,828.00                     | \$ 977.20                  |
|                  | Roof Blocking Materials       | \$ 9,050.00             | \$ -   | \$ 4,750.00  | \$ -                          | \$ -   | \$ 4,750.00   | \$ -                            | \$ 475.00                  |
|                  | Roof Blocking labor           | \$ 6,640.00             | \$ 5,430.00  | \$ 2,670.00  | \$ -                          | \$ -   | \$ 8,100.00   | \$ 1,280.00                     | \$ 810.00                  |
|                  | Window Blocking Material      | \$ 1,180.00             | \$ 1,660.00  | \$ 3,700.00  | \$ -                          | \$ -   | \$ 5,380.00   | \$ -                            | \$ 536.00                  |
|                  | Window blocking labor         | \$ 1,840.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 1,840.00                     | \$ -                       |
|                  | Window frame installation     | \$ 6,490.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 6,490.00                     | \$ -                       |
|                  | <b>Interior Carpentry</b>     |                         |  |              |                               |  |   |                                 |                            |
|                  | Wall blocking Materials       | \$ 1,850.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ -                            | \$ -                       |
|                  | Wall blocking labor           | \$ 5,300.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 1,850.00                     | \$ -                       |
|                  | CMU Shear wall brace Mat      | \$ 800.00               | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 5,300.00                     | \$ -                       |
|                  | CMU Shear wall brc labor      | \$ 3,340.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 800.00                       | \$ -                       |
|                  | Hardwood Trm Installatn       | \$ 12,600.00            | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 3,340.00                     | \$ -                       |
|                  | HM Frame installation         | \$ 8,710.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 12,600.00                    | \$ -                       |
|                  | HM Borrowed Wndw labor        | \$ 1,200.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 8,710.00                     | \$ -                       |
|                  | Door Hardware installation    | \$ 15,520.00            | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 1,200.00                     | \$ -                       |
|                  | Bathroom Accessory labor      | \$ 3,290.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 15,520.00                    | \$ -                       |
|                  | Toilet Partition installation | \$ 1,875.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 3,290.00                     | \$ -                       |
|                  | Fire extinguish labor         | \$ 740.00               | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 1,875.00                     | \$ -                       |
|                  | O&M Closeouts                 | \$ 1,075.00             | \$ -   | \$ -         | \$ -                          | \$ -   | \$ -  | \$ 740.00                       | \$ -                       |
|                  | Lead Items                    | \$ 8,400.00             | \$ 5,040.00  | \$ 2,100.00  | \$ -                          | \$ -   | \$ 7,140.00   | \$ 1,075.00                     | \$ 714.00                  |



# 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) -

# ORIGINAL

AGENDA ACTION

FEB 10 2015

Invoice# **56460**

Date 01/20/2015 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             |
| Current Contract            | 404,040.00       |
| Work Completed to Date      | 29,720.00        |
| Less Retentions             | 2,972.00         |
| Net Completed to Date       | 26,748.00        |
| Less Net Previously Billed  | 0.00             |
| <b>Net Due This Invoice</b> | <b>26,748.00</b> |
| Balance to Complete         | 377,292.00       |

# Application and Certificate for Payment

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

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

**APPLICATION NO:** 01/20/2016  
**PERIOD TO:** 01/20/2016  
**CONTRACT FOR:**  
**CONTRACT DATE:** 12/10/2014  
**PROJECT NOS:**

**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) ..... \$ 28,720.00

5. RETAINAGE:  
 a. \_\_\_\_\_ % of Completed Work (Column D + E on G703) ..... \$ 2,972.00  
 b. \_\_\_\_\_ % of Stored Material (Column F on G703) ..... \$ 0.00

6. Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 2,972.00
7. TOTAL EARNED LESS RETAINAGE ..... \$ 26,748.00  
 (Line 4 Less Line 5 Total)
8. PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00  
 (Line 6 from prior Certificate)
9. CURRENT PAYMENT DUE ..... \$ 26,748.00
10. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 377,292.00  
 (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]*  
 State of: Illinois  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
**Notary Public:** *[Signature]*  
 My Commission expires: \_\_\_\_\_



## 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** ..... \$ 26,748.00  
 (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]*  
 By: \_\_\_\_\_  
 Date: 2-2-15

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 Contracts where variable retainage for line items may apply.

APPLICATION NO.:

APPLICATION DATE: 1

PERIOD TO: 01/20/2015

ARCHITECT'S PROJECT NO: 10315

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK     | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | E<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>BALANCE<br>TO<br>FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|------------------------------|-------------------------|---|-------------|---|---|---|---|
|                  |                              |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |   |   |   |   |
| 1                | POLICE SHINGLE SECTION 1 LAB | 23,216.00               | 0.00                                    | 5,804.00    | 0.00  | 5,804.00  | 17,412.00                               | 580.40                                  |
| 2                | POLICE SHINGLE SECTION 2 LAB | 23,216.00               | 0.00                                    | 0.00        | 0.00  | 0.00  | 23,216.00                               | 0.00                                    |
| 3                | POLICE SHINGLE SECTION 3 LAB | 23,218.00               | 0.00                                    | 0.00        | 0.00  | 0.00  | 23,218.00                               | 0.00                                    |
| 4                | POLICE SHINGLE SECTION 1 MAT | 19,708.00               | 0.00                                    | 19,708.00   | 0.00  | 19,708.00   | 0.00                                    | 1,970.80                                |
| 5                | POLICE SHINGLE SECTION 2 MAT | 19,708.00               | 0.00                                    | 0.00        | 0.00  | 0.00  | 19,708.00                               | 0.00                                    |
| 6                | POLICE SHINGLE SECTION 3 MAT | 19,708.00               | 0.00                                    | 0.00        | 0.00  | 0.00  | 19,708.00                               | 0.00                                    |
| 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                | 0.00                                    | 4,010.00    | 0.00  | 4,010.00  | 0.00                                    | 401.00                                  |
| 23               | SHOP DRAWINGS                | 200.00                  | 0.00                                    | 200.00      | 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              | 0.00                                    | 29,720.00   | 0.00  | 29,720.00   | 374,320.00                              | 2,972.00                                |
|                  |                              |                         |   |             |   |   |   | 7.35                                    |

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.

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| Phase ID      | Phase Name                   | Scheduled Value   | From Previous Application | This Period      | Total Completed  | %           | Balance To Finish | Retainage       |
|---------------|------------------------------|-------------------|---------------------------|------------------|------------------|-------------|-------------------|-----------------|
| 1             | POLICE SHINGLE SECTION 1 LAB | 23,216.00         | 0.00                      | 5,804.00         | 5,804.00         | 25.00       | 17,412.00         | 580.40          |
| 2             | POLICE SHINGLE SECTION 2 LAB | 23,216.00         | 0.00                      | 0.00             | 0.00             | 0.00        | 23,216.00         | 0.00            |
| 3             | POLICE SHINGLE SECTION 3 LAB | 23,218.00         | 0.00                      | 0.00             | 0.00             | 0.00        | 23,218.00         | 0.00            |
| 4             | POLICE SHINGLE SECTION 1 MAT | 19,706.00         | 0.00                      | 19,706.00        | 19,706.00        | 100.00      | 0.00              | 1,970.60        |
| 5             | POLICE SHINGLE SECTION 2 MAT | 19,706.00         | 0.00                      | 0.00             | 0.00             | 0.00        | 19,706.00         | 0.00            |
| 6             | POLICE SHINGLE SECTION 3 MAT | 19,708.00         | 0.00                      | 0.00             | 0.00             | 0.00        | 19,708.00         | 0.00            |
| 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          | 0.00                      | 4,010.00         | 4,010.00         | 100.00      | 0.00              | 401.00          |
| 23            | SHOP DRAWINGS                | 200.00            | 0.00                      | 200.00           | 200.00           | 100.00      | 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            |
| <b>Totals</b> |                              | <b>404,040.00</b> | <b>0.00</b>               | <b>29,720.00</b> | <b>29,720.00</b> | <b>7.35</b> | <b>374,320.00</b> | <b>2,972.00</b> |

**ORIGINAL**

AGENDA ACTION

FEB 10 2015

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO (OWNER):** City of Oakbrook terrace  
17W275 Butterfield Rd.  
Oakbrook Terrace IL 60181

**PROJECT:** VIA (ARCHITECT):  
Williams Architects  
500 Park Boulevard  
Itaska IL 60143

**FROM (CONTRACTOR):** Caliber Construction Company  
1940 Internationale Plwy  
Woodridge, IL 60517

**APPLICATION#**  
**PERIOD TO:** 12/31/2014  
**DATE:** 12/16/2014  
**CONTRACTOR'S PROJECT #:**  
**INVOICE #:**

**Page one of** 1  
**Pages** 1  
**distribution to:** Owner  
Architect  
Contractor

Oakbrook Police Department & City Hall

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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 payment shown herein is now due.

**CONTRACTOR:**

By: *[Signature]* Date: 12/16/14

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

- 1 ORIGINAL CONTRACT SUM \$549,650.00
- 2 Net change by Change Orders
- 3 CONTRACT SUM TO DATE \$549,650.00
- 4 TOTAL COMPLETED & STORED TO DATE (Column G on G703) 13,500.00
- 5 RETAINAGE:
  - a. 10 % of Completes Work (Column D + E on G703) 1,350.00
  - b. % of Stored Material (Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column I of G703)
- 6 TOTAL EARNED LESS RETENTION \$12,150.00 (Line 4 less line 5 Total)
- 7 LESS PREVIOUS CERTIFICATES FOR PYMT (Line 6 from prior Certificate) \$0.00
- 8 CURRENT PAYMENT DUE \$12,150.00
- 9 BALANCE TO FINISH, PLUS RETAINAGE \$537,500.00 (Line 3 less line 6)

State of: \_\_\_\_\_ County of: \_\_\_\_\_ day of \_\_\_\_\_ December, 2014  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED: 12,150.00

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

Architect: *[Signature]*  
WILLIAM F WILSAK  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES ON 02/28/18  
2-2-15

This Certificate is not negotiable. **NO 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 (Instruction on reverse side)

Page of Pages

1

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Oakbrook Police Dept

APPLICATION NUMBER:

Contractor's signed Certificate is attached.

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

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

PERIOD TO:

12/31/2014

ARCHITECTS PROJECT NO:

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK                | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |   | E<br>THIS PERIOD | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G<br>TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D + E + F) | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE |
|------------------|---|-------------------------|---|---|------------------|---|---|--------------------------------------|----------------|
|                  |   |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | FROM PREVIOUS<br>APPLICATION<br>(D + E) |                  |   |   |                                      |                |
|                  | Framing Labor PD                        | 28,161.00               | -                                       | -                                       | -                | -   | -   | 28,161.00                            | -              |
|                  | Framing Materials PD                    | 16,172.00               | -                                       | -                                       | -                | -   | -   | 16,172.00                            | -              |
|                  | Drywall Labor PD                        | 117,799.00              | -                                       | -                                       | -                | -   | -   | 117,799.00                           | -              |
|                  | Drywall Materials PD                    | 35,884.00               | -                                       | -                                       | -                | -   | -   | 35,884.00                            | -              |
|                  | Insul Labor PD                          | 7,831.00                | -                                       | -                                       | -                | -   | -   | 7,831.00                             | -              |
|                  | Insulation Material PD                  | 9,300.00                | -                                       | -                                       | -                | -   | -   | 9,300.00                             | -              |
|                  | Carpentry Labor PD                      | 6,917.00                | -                                       | -                                       | -                | -   | -   | 6,917.00                             | -              |
|                  | Carpentry Material PD                   | 1,373.00                | -                                       | -                                       | -                | -   | -   | 1,373.00                             | -              |
|                  | Acoustical Labor PD                     | 36,924.00               | -                                       | -                                       | -                | -   | -   | 36,924.00                            | -              |
|                  | Acoustical Material PD                  | 15,171.00               | -                                       | -                                       | -                | -   | -   | 15,171.00                            | -              |
|                  | Lift PD                                 | 1,750.00                | -                                       | -                                       | -                | -   | -   | 1,750.00                             | -              |
|                  | Bond PD                                 | 10,050.00               | -                                       | -                                       | 10,050.00        | -   | 10,050.00   | -                                    | 1,005.00       |
|                  | Framing Labor CH                        | 17,633.00               | -                                       | -                                       | -                | -   | -   | 17,633.00                            | -              |
|                  | Framing Material CH                     | 5,633.00                | -                                       | -                                       | -                | -   | -   | 5,633.00                             | -              |
|                  | Drywall Labor CH                        | 49,907.00               | -                                       | -                                       | -                | -   | -   | 49,907.00                            | -              |
|                  | Drywall Material CH                     | 14,942.00               | -                                       | -                                       | -                | -   | -   | 14,942.00                            | -              |
|                  | Insulation Labor CH                     | 2,069.00                | -                                       | -                                       | -                | -   | -   | 2,069.00                             | -              |
|                  | Insulation Material CH                  | 7,995.00                | -                                       | -                                       | -                | -   | -   | 7,995.00                             | -              |
|                  | Carpentry Labor CH                      | 7,390.00                | -                                       | -                                       | -                | -   | -   | 7,390.00                             | -              |
|                  | Carpentry Material CH                   | 1,252.00                | -                                       | -                                       | -                | -   | -   | 1,252.00                             | -              |
|                  | Acoustical Labor CH                     | 17,605.00               | -                                       | -                                       | -                | -   | -   | 17,605.00                            | -              |
|                  | Acoustical Material CH                  | 7,440.00                | -                                       | -                                       | -                | -   | -   | 7,440.00                             | -              |
|                  | Bond CH                                 | 2,450.00                | -                                       | -                                       | 2,450.00         | -   | 2,450.00  | -                                    | 245.00         |
|                  | Lead / Closeout CH & PD                 | 800.00                  | -                                       | -                                       | -                | -   | -   | 800.00                               | -              |
|                  | Submittals / Shops CH & PD              | 1,000.00                | -                                       | -                                       | 1,000.00         | -   | 1,000.00  | -                                    | 100.00         |
|                  | Drywall Labor bottom cord of truss F PD | 96,105.00               | -                                       | -                                       | -                | -   | -   | 96,105.00                            | -              |
|                  | Drywall material bottom cord PD         | 14,743.00               | -                                       | -                                       | -                | -   | -   | 14,743.00                            | -              |
|                  | Drywall Labor bottom cord of truss CH   | 9,051.00                | -                                       | -                                       | -                | -   | -   | 9,051.00                             | -              |
|                  | Drywall material bottom cord CH         | 6,303.00                | -                                       | -                                       | -                | -   | -   | 6,303.00                             | -              |
|                  |   | 549,650.00              | -                                       | -                                       | 13,500.00        | -   | 13,500.00   | 536,150.00                           | 1,350.00       |

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

G703-1983

**ORIGINAL**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

**TO OWNER:**

City of Oakbrook Terrace  
17W275 Butterfield Rd.

**PROJECT:**

Oakbrook Terrace  
New Police Facility &  
Renovation of City Hall  
VIA ARCHITECT:  
Williams Architects  
500 Park Boulevard  
Itasca, IL 60143

**APPLICATION NO:**

ONE

**Distribution to:**

OWNER  
 CONTRACTOR  
 CONSTRUCTION MGR.  
 ARCHITECT

**PERIOD TO:** 01/31/15

**PROJECT NOS:** 01-1204

**CONTRACT DATE:** September 4, 2014

AGENDA ACTION  
FEB 10 2015

**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 \$ 197,625.00  
2. Net change by Change Orders \$ 0.00  
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 197,625.00  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 7,160.00

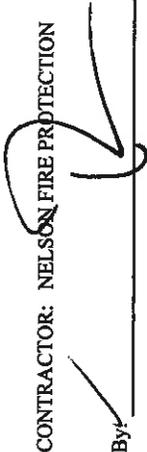
5. RETAINAGE:  
a. 10 % of Completed Work \$ 716.00  
(Column D + E on G703)  
b. % of Stored Material \$  
(Column F on G703)  
Total Retainage (Lines 5a + 5b or

Total in Column I of G703) \$ 716.00  
6. TOTAL EARNED LESS RETAINAGE \$ 6,444.00  
(Line 4 Less Line 5 Total)  
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00  
8. CURRENT PAYMENT DUE \$ 6,444.00  
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 191,181.00

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner |           |            |
| Total approved this Month                          | \$0.00    | \$0.00     |
| <b>TOTALS</b>                                      | \$0.00    | \$0.00     |
| 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:** NELSON FIRE PROTECTION

By:   
State of: Illinois County of: Winnebago  
Subscribed and sworn to before me this 10TH day of January, 2015.  
Notary Public:   
My Commission Expires: January 19, 2015  
OFFICIAL SEAL  
LINDA DACH  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 01/03/16

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 ..... \$ 6444.-

(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:  Date: 2.2.15

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.

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

**CONTINUATION SHEET**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification attached.

In calculations below, amounts are stated to nearest dollar.

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

**OAKBROOK TERRACE PF/CH -- NELSON FIRE PROTECTION**

APPLICATION NO: ONE

APPLICATION DATE: 01/19/15

PERIOD TO: 01/31/15

ARCHT. PROJ. NO.: 01-204

| A                      | B                              | C                 | D                     | E                | F                       | G         | H                 | I             |
|------------------------|--------------------------------|-------------------|-----------------------|------------------|-------------------------|-----------|-------------------|---------------|
| ITEM NO.               | DESCRIPTION OF WORK            | SCHEDULED VALUE   | PREVIOUS APPLICATIONS | THIS APPLICATION | TOTAL COMPLETED TO DATE | %         | BALANCE TO FINISH | RETAINAGE     |
| <b>POLICE FACILITY</b> |                                |                   |                       |                  |                         |           |                   |               |
| 1                      | MOBILIZATION                   | 500.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 500.00            | 0.00          |
| 2                      | PIPE - MATERIAL                | 11,400.00         | 0.00                  | 0.00             | 0.00                    | 0%        | 11,400.00         | 0.00          |
| 3                      | PIPE - LABOR                   | 16,908.00         | 0.00                  | 0.00             | 0.00                    | 0%        | 16,908.00         | 0.00          |
| 4                      | V&F - MATERIAL                 | 22,800.00         | 0.00                  | 0.00             | 0.00                    | 0%        | 22,800.00         | 0.00          |
| 5                      | V&F - LABOR                    | 20,000.00         | 0.00                  | 0.00             | 0.00                    | 0%        | 20,000.00         | 0.00          |
| 6                      | SPRINKLERS - MATERIAL          | 2,100.00          | 0.00                  | 0.00             | 0.00                    | 0%        | 2,100.00          | 0.00          |
| 7                      | SPRINKLERS - LABOR             | 13,000.00         | 0.00                  | 0.00             | 0.00                    | 0%        | 13,000.00         | 0.00          |
| 9                      | ENGINEERING - SHOPS/SUBMITTALS | 1,750.00          | 0.00                  | 1,750.00         | 1,750.00                | 100%      | 0.00              | 175.00        |
| 10                     | ENGINEERING - COORD DWGS       | 1,750.00          | 0.00                  | 1,750.00         | 1,750.00                | 100%      | 0.00              | 175.00        |
| 11                     | CLOSEOUTS - AS BUILTS          | 250.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 250.00            | 0.00          |
| 12                     | CLOSEOUTS - LEED DOCUMENTATION | 200.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 200.00            | 0.00          |
| 13                     | CLOSEOUTS - TAGS / SIGNS       | 300.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 300.00            | 0.00          |
| 14                     | CLOSEOUTS - TESTING            | 500.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 500.00            | 0.00          |
| 15                     | CLOSEOUTS - O&M MANUALS        | 250.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 250.00            | 0.00          |
| 16                     | CLEAN UP                       | 500.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 500.00            | 0.00          |
| <b>CITY HALL</b>       |                                |                   |                       |                  |                         |           |                   |               |
| 17                     | MOBILIZATION                   | 500.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 500.00            | 0.00          |
| 18                     | PIPE - MATERIAL                | 7,800.00          | 0.00                  | 0.00             | 0.00                    | 0%        | 7,800.00          | 0.00          |
| 19                     | PIPE - LABOR                   | 10,000.00         | 0.00                  | 0.00             | 0.00                    | 0%        | 10,000.00         | 0.00          |
| 20                     | V&F - MATERIAL                 | 15,200.00         | 0.00                  | 0.00             | 0.00                    | 0%        | 15,200.00         | 0.00          |
| 21                     | V&F - LABOR                    | 17,616.00         | 0.00                  | 0.00             | 0.00                    | 0%        | 17,616.00         | 0.00          |
| 22                     | SPRINKLERS - MATERIAL          | 1,400.00          | 0.00                  | 0.00             | 0.00                    | 0%        | 1,400.00          | 0.00          |
| 23                     | SPRINKLERS - LABOR             | 6,000.00          | 0.00                  | 0.00             | 0.00                    | 0%        | 6,000.00          | 0.00          |
| 24                     | ENGINEERING - SHOPS/SUBMITTALS | 1,300.00          | 0.00                  | 0.00             | 0.00                    | 0%        | 1,300.00          | 0.00          |
| 25                     | ENGINEERING - COORD DWGS       | 1,300.00          | 0.00                  | 0.00             | 0.00                    | 0%        | 1,300.00          | 0.00          |
| 26                     | CLOSEOUTS - AS BUILTS          | 250.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 250.00            | 0.00          |
| 27                     | CLOSEOUTS - LEED DOCUMENTATION | 200.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 200.00            | 0.00          |
| 28                     | CLOSEOUTS - TAGS / SIGNS       | 300.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 300.00            | 0.00          |
| 29                     | CLOSEOUTS - TESTING            | 500.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 500.00            | 0.00          |
| 30                     | CLOSEOUTS - O&M MANUALS        | 250.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 250.00            | 0.00          |
| 31                     | CLEAN UP                       | 500.00            | 0.00                  | 0.00             | 0.00                    | 0%        | 500.00            | 0.00          |
| 32                     | BOND                           | 2,000.00          | 0.00                  | 2,000.00         | 2,000.00                | 100%      | 0.00              | 200.00        |
| 33                     | OVERHEAD & PROFIT              | 40,501.00         | 0.00                  | 1,660.00         | 1,660.00                | 4%        | 38,841.00         | 168.00        |
| <b>TOTALS</b>          |                                | <b>197,825.00</b> | <b>0.00</b>           | <b>7,160.00</b>  | <b>7,160.00</b>         | <b>4%</b> | <b>180,665.00</b> | <b>716.00</b> |

**PARTIAL WAIVER OF LIEN**

STATE OF ILLINOIS ) SS  
 COUNTY OF WINNEBAGO

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

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by City of Oakbrook Terrace, Illinois  
 to furnish Fire Protection Work  
 for the premises known as Oakbrook Terrace New Police Facility & Renovation of City Hall  
 of which City of Oakbrook Terrace is the owner.

THE undersigned, for and in consideration of Six Thousand Four Hundred Forty Four and 00/100  
\$6,444.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and  
 release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said  
 above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds  
 or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished  
 to this date by the undersigned for the above-described premises, INCLUDING EXTRAS \*

DATE 1/31/2015 COMPANY NAME Nelson Fire Protection  
 ADDRESS 11028 Raleigh Court, Rockford, IL 61115

SIGNATURE AND TITLE \_\_\_\_\_ Vice President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS ) SS  
 COUNTY OF WINNEBAGO

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Randy Voorhies BEING DULY SWORN, DEPOSES  
 AND SAYS THAT HE OR SHE IS Vice President OF  
Nelson Fire Protection WHO IS THE CONTRACTOR FOR THE  
Fire Protection Work WORK ON THE BUILDING LOCATED AT  
17W275 Butterfield Road, Oakbrook Terrace, Illinois OWNED BY  
City of Oakbrook Terrace

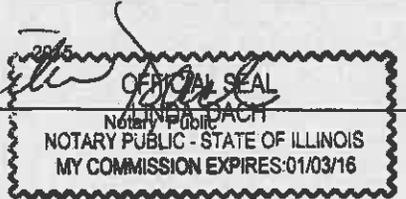
That the total amount of the contract including extras\* is \$197,625.00 on which he or she has received payment of  
\$0.00 prior to this payment That all waivers are true, correct and genuine and delivered unconditionally and  
 that there is no claim either legal or equitable to defeat the validity of said waivers That the following are the names and addresses of all parties who  
 have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material  
 entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material  
 required to complete said work according to plans and specifications.

| Names & Addresses   | What For                          | Contract Price Including Extras * | Amount Paid   | This Payment      | Balance Due         |
|---|-----------------------------------|-----------------------------------|---------------|-------------------|---------------------|
| <u>Nelson Fire Protection</u>   | <u>Labor &amp; Misc. Material</u> | <u>\$137,625.00</u>               | <u>\$0.00</u> | <u>\$6,444.00</u> | <u>\$131,181.00</u> |
| <u>11028 Raleigh Court</u>  |                                   |                                   |               |                   |                     |
| <u>Rockford, IL 61115</u>   | <u>Materials</u>                  | <u>\$60,000.00</u>                | <u>\$0.00</u> | <u>\$0.00</u>     | <u>\$60,000.00</u>  |
| <u>Tyco Fire Protection Products</u>  |                                   |                                   |               |                   |                     |
| <u>1400 Pennbrook Pkwy.</u>   |                                   |                                   |               |                   |                     |
| <u>Lansdale, PA 19446</u>   |                                   |                                   |               |                   |                     |
| <u>All labor and fringes fully paid. All material taken from fully paid stock and delivered to jobsite via company owned vehicle.</u> |                                   |                                   |               |                   |                     |
| <u>No Outside Rental Equipment Used.</u>  |                                   |                                   |               |                   |                     |
| <b>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE</b>   |                                   | <b>\$197,625.00</b>               | <b>\$0.00</b> | <b>\$6,444.00</b> | <b>\$191,181.00</b> |

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

Date 1/31/2015 Signature \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS 31st DAY OF January



\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702 FEB 10 2015 PAGE 1 OF 2 PAGES

TO: City of Oakbrook Terrace 17W275 Butterfield Rd. Oakbrook Terrace, IL 60181 FROM CONTRACTOR: Builders Concrete Services LLC 321 Center Street Hillside Ill 60162 CONTRACT FOR: Excavation PROJECT: Oakbrook Terrace New police facility and renovation of city hall 17W275 Butterfield Rd Oakbrook Terrace Illinois VIA ARCHITECT: Williams Architects 500 Park Blvd, Suite800 Itasca, Ill 60143 APPLICATION NO.: 6A January 21-2015 4526 PROJECT NOS.: 2012-018 CONTRACT DATE: July 8, 2014 Distribution to: [ ] OWNER [ ] ARCHITECT [ ] CONTRACTOR [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM. \$359,000.00
2. NET CHANGE BY CHANGE ORDERS. \$13,181.00
3. CONTRACT SUM TO DATE (Line 1 ± 2). \$372,181.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$146,621.41

- 5. RETAINAGE: a. 10 % of Completed Work (Column D + E on G703) \$14,662.14 b. % of Stored Material \$0.00 Total Retainage (Line 5a+5b or Total in Column I of G703) \$14,662.14
6. TOTAL EARNED LESS RETAINAGE. \$131,959.27 (Line 4 less line 5 Total)

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$120,096.37
8. CURRENT PAYMENT DUE. \$11,862.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$240,221.73

Table with columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS, NET CHANGES by Change Order. Rows include Change Orders approved in previous months by Owner, Total approved this Month, and TOTALS.

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: Builders Concrete Services LLC
BY: [Signature] DATE: 1-21-15

State of: Illinois
County of: Cook
Subscribed and sworn to before me this 21nd day of January 2015



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. \$ 11862.90
(Archet explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: 2-2-15

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 of Contractor under this Contract.

Builders Concrete Services LLC

CHANGE ORDER NO: 6A  
 APPLICATION NUMBER: 6A  
 APPLICATION DATE: January 21-2015  
 PERIOD FROM: July 08, 2014  
 TO: January 21-2015  
 ARCHITECT'S PROJECT NO: 2012-018

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 fine items may apply.

| A.<br>ITEM NUMBER | B.<br>DESCRIPTION OF WORK         | C.<br>SCHEDULED VALUE | D.<br>WORK COMPLETED |               | F.<br>THIS APPLICATION STORED MATERIALS (not in D or E) | G.<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H.<br>% (G+C) | I.<br>BALANCE TO FINISH (C-G) | J.<br>RETAINAGE |
|-------------------|-----------------------------------|-----------------------|----------------------|---------------|---|--|---------------|-------------------------------|-----------------|
|                   |                                   |                       | PREVIOUS APPLICATION | WORK IN PLACE |   |  |               |                               |                 |
| 1                 | POLICE STATION                    |                       |                      |               |   |  |               |                               |                 |
| 1                 | MOBILIZATION                      | \$5,561.21            | \$5,561.21           | \$0.00        | \$0.00  | \$5,561.21                                       | 100%          | \$0.00                        | \$556.12        |
| 2                 | EROSION CONTROL                   | \$12,068.19           | \$7,000.00           | \$0.00        | \$0.00  | \$7,000.00                                       | 58%           | \$5,068.19                    | \$700.00        |
| 3                 | 6" CA-6 PAD                       | \$1,184.00            | \$0.00               | \$0.00        | \$0.00  | \$0.00   | 0%            | \$1,184.00                    | \$0.00          |
| 4                 | TOPSOIL STRIP                     | \$10,214.40           | \$10,214.00          | \$0.00        | \$0.00  | \$10,214.00                                      | 100%          | \$0.40                        | \$1,021.40      |
| 5                 | CUT TO FILL                       | \$23,573.90           | \$14,000.00          | \$0.00        | \$0.00  | \$14,000.00                                      | 59%           | \$9,573.90                    | \$1,400.00      |
| 6                 | HAUL OFF                          | \$24,083.40           | \$12,000.00          | \$0.00        | \$0.00  | \$12,000.00                                      | 50%           | \$12,083.40                   | \$1,200.00      |
| 7                 | STRUCTURE EXCAVATION              | \$31,290.00           | \$31,290.00          | \$0.00        | \$0.00  | \$31,290.00                                      | 100%          | \$0.00                        | \$3,129.00      |
| 8                 | FINE GRADING                      | \$17,811.20           | \$7,811.20           | \$0.00        | \$0.00  | \$7,811.20                                       | 44%           | \$10,000.00                   | \$781.12        |
| 9                 | STONE SUB BASE FOR SLABS ON GRADE | \$22,560.00           | \$22,560.00          | \$0.00        | \$0.00  | \$22,560.00                                      | 100%          | \$0.00                        | \$2,256.00      |
| 10                | CA-6 SUPPLY ONLY                  | \$8,626.00            | \$0.00               | \$0.00        | \$0.00  | \$0.00   | 0%            | \$8,626.00                    | \$0.00          |
| 11                | FOUNDATION BACKFILL AGGREGATE     | \$23,004.00           | \$23,004.00          | \$0.00        | \$0.00  | \$23,004.00                                      | 100%          | \$0.00                        | \$2,300.40      |
| 12                | FABRIC AND STONE FOR PAVERS       | \$58,162.50           | \$0.00               | \$0.00        | \$0.00  | \$0.00   | 0%            | \$58,162.50                   | \$0.00          |
| 13                | TOPSOIL REPSREAD                  | \$14,861.20           | \$0.00               | \$0.00        | \$0.00  | \$0.00   | 0%            | \$14,861.20                   | \$0.00          |
| 14                | CITY HALL                         |                       | \$0.00               |               | \$0.00  | \$0.00   | #DIV/0!       | \$0.00                        | \$0.00          |
| 15                | MOBILIZATION                      | \$5,022.62            | \$0.00               |               | \$0.00  | \$0.00   | 0%            | \$5,022.62                    | \$0.00          |
| 16                | EROSION CONTROL                   | \$10,313.47           | \$0.00               |               | \$0.00  | \$0.00   | 0%            | \$10,313.47                   | \$0.00          |
| 17                | MISC DEMO                         | \$15,192.33           | \$0.00               |               | \$0.00  | \$0.00   | 0%            | \$15,192.33                   | \$0.00          |
| 18                | CURB REMOVAL                      | \$3,389.75            | \$0.00               |               | \$0.00  | \$0.00   | 0%            | \$3,389.75                    | \$0.00          |
| 19                | SIDEWALK REMOVAL                  | \$2,788.50            | \$0.00               |               | \$0.00  | \$0.00   | 0%            | \$2,788.50                    | \$0.00          |

Builders Concrete Services LLC

CHANGE ORDER NO:  
APPLICATION NUMBER: 6A  
APPLICATION DATE: January 21-2015  
PERIOD FROM: July 08, 2014  
TO: January 21-2015  
ARCHITECT'S PROJECT NO: 2012-018

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.

| A<br>ITEM NUMBER | B<br>DESCRIPTION OF WORK | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED  |               | E<br>THIS APPLICATION<br>WORK IN PLACE | F<br>THIS APPLICATION<br>STORED MATERIALS<br>(not in D or E) | G<br>TOTAL COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | H<br>%<br>(G+C) | I<br>BALANCE<br>TO FINISH<br>(C-G) | J<br>RETAINAGE |
|------------------|--------------------------|----------------------|----------------------|---------------|--|--|--|-----------------|------------------------------------|----------------|
|                  |                          |                      | PREVIOUS APPLICATION | WORK IN PLACE |  |  |  |                 |                                    |                |
| 20               | TOPSOIL STRIP            | \$4,616.05           | \$0.00               |               |  | \$0.00   | \$0.00   | 0%              | \$4,616.05                         | \$0.00         |
| 21               | CUT TO FILL              | \$3,674.55           | \$0.00               |               |  | \$0.00   | \$0.00   | 0%              | \$3,674.55                         | \$0.00         |
| 22               | HAUL OFF                 | \$6,307.00           | \$0.00               |               |  | \$0.00   | \$0.00   | 0%              | \$6,307.00                         | \$0.00         |
| 23               | STRUCTURE EXCAVATION     | \$14,784.00          | \$0.00               |               |  | \$0.00   | \$0.00   | 0%              | \$14,784.00                        | \$0.00         |
| 24               | FINE GRADING             | \$7,894.20           | \$0.00               |               |  | \$0.00   | \$0.00   | 0%              | \$7,894.20                         | \$0.00         |
| 25               | CA-6 SUPPLY ONLY         | \$4,430.00           | \$0.00               |               |  | \$0.00   | \$0.00   | 0%              | \$4,430.00                         | \$0.00         |
| 26               | BACKFILL AGGREGATE       | \$9,742.00           | \$0.00               |               |  | \$0.00   | \$0.00   | 0%              | \$9,742.00                         | \$0.00         |
| 27               | TOPSOIL REPSREAD         | \$11,923.20          | \$0.00               |               |  | \$0.00   | \$0.00   | 0%              | \$11,923.20                        | \$0.00         |
| 28               | PHASE 3 WORK             | \$4,922.33           | \$0.00               |               |  | \$0.00   | \$0.00   | 0%              | \$4,922.33                         | \$0.00         |
| 29               |                          |                      | \$0.00               |               |  | \$0.00   | \$0.00   | #DIV/0!         | \$0.00                             | \$0.00         |
| 30               | Change order 1           | \$14,616.00          | \$0.00               | \$14,616.00   |  | \$0.00   | \$14,616.00  | 100%            | \$0.00                             | \$1,461.60     |
| 31               | Change order 2           | (\$1,435.00)         | \$0.00               | (\$1,435.00)  |  | \$0.00   | (\$1,435.00)   | 100%            | \$0.00                             | (\$143.50)     |
|                  |                          | \$372,161.00         | \$133,440.41         | \$13,161.00   | \$0.00                                 | \$146,621.41   | \$146,621.41   | 39%             | \$225,558.59                       | \$14,662.14    |

# DRAFT

AGENDA ACTION

FEB 10 2015

## ORDINANCE NO. 15 -

**AN ORDINANCE INCREASING THE NUMBER OF CLASS “E” LIQUOR LICENSES BY ONE (1) PURSUANT TO THE PROVISIONS OF TITLE XI (BUSINESS REGULATIONS); CHAPTER 111 (FOOD AND BEVERAGES); SUBCHAPTER ALCOHOLIC LIQUOR CONTROL, SECTION 111.012 (NUMBER OF LICENSES IN EACH LICENSE CLASSIFICATION), OF THE CODE OF ORDINANCES OF THE CITY OF OAKBROOK TERRACE (J.M.J. ASSETS LLC. – ELLIE’S OBT DBA ELLIE’S COFFEE BAR)**

---

**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; and

**WHEREAS**, Section 111.012 of the Oakbrook Terrace Code of Ordinances establishes the number of liquor licenses in each respective class of licenses, and such number may, from time to time, be increased by formal action of the City Council due to the creation of a new and deserving business enterprise which seeks a liquor license; and

**WHEREAS**, the City Council has determined that it is desirable to increase the number of Class “E” liquor licenses to enable the Liquor Commissioner to issue a license to *Ellie’s Coffee Bar, 17W620 14<sup>th</sup> Street*, to allow such business to dispense beer and wine only for consumption only by guests on its business premises, and to encourage increased general economic activity and tourism within the City,

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

**Section 1.** The recitals set forth above are incorporated herein by this reference.

**Section 2.** Pursuant to Section 111.012 of the Code of Ordinances, the number of licenses of particular classes to be issued in the City is modified as follows:

The number of Class “E” liquor licenses to be issued in the City is hereby increased by one (1), increasing the total number of Class “E” liquor licenses to be issued in the City to seven (7).

**Section 3.** Title 11 (Business Regulations), Chapter 111 (Food and Beverages), *Subchapter Alcoholic Liquor*, Section 111.012 (Number of Licenses) of the Code of Ordinances is hereby amended by deleting the number of Class “E” liquor licenses, and substituting the following number of Class “E” liquor licenses:

- (1) The total number of Class “E” licenses shall not exceed 7.

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

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

**PASSED AND APPROVED This 24<sup>th</sup> Day Of February, 2014.**

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**Tony Ragucci, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Dennis Greco, City Clerk**



# APPLICATION

## FOR A LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL

Date: 1/22/15

License Application Fee: \$5,000.00

**Applicant:**

Full name: J.M.J. ASSETS LLC - ELLIE'S OBT  
(Full name of individual or legal entity in ownership is required)

**If An Individual:**

Date of birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ State Issued: \_\_\_\_\_

**If A Partnership:**

Please list, on a separate sheet, the name, date of birth, address, and driver's license number of each general partner and any limited partner holding five per cent (5%) or more interest in the partnership.

**If A For-Profit Corporation Or A Club:**

Identify the objects for which the for-profit corporation or club was organized: \_\_\_\_\_

Please list, on a separate sheet, the name, date of birth, address, and driver's license number of each officer and/or director of the corporation or other legal entity, and each person owning five per cent (5%) or more of the outstanding shares of stock, stating each person's share of interest in the corporation.

Date And State Of Incorporation Or Formation: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Interest In Premises To Be Licensed (Own/Lease): \_\_\_\_\_

**Please Attach Evidence Of Ownership Or A Copy Of Any Lease.**

**Business To Be Licensed:**

Name: J.M.J. ASSETS LLC - ELLIE'S OBT  
Address: 17W 620 14<sup>TH</sup> STREET OAKBROOK TERRACE IL 60181  
Class Of License Requested: CLASS E  
Zoning Classification Of Premises To Be Licensed: B3

ORDINANCE NO. 15 - 11

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND CALIBER CONSTRUCTION CO. FOR THE FURNISHING OF EIFS SYSTEMS (BID PACKAGE 07C) 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 furnishing of EIFS Systems (Bid Package 07C) for the New Police Facility and Renovation of City Hall (hereinafter referred to as the “Project”); and, therefore, it is advisable, necessary and in the best interest that the City waive the requirement of advertising for competitive bids for the furnishing of EIFS Systems (Bid Package 07C) for the Project and determines that the requirements to be met and the means and methods to be used in procuring such EIFS Systems shall be by the submission of a satisfactory proposal in response to a request for proposals;

**WHEREAS**, the City solicited proposals for the furnishing of EIFS Systems (Bid Package 07C) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

**WHEREAS**, Caliber Construction Co. has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Caliber Construction Co. for the furnishing of EIFS Systems (Bid Package 07C) for the Project and that the City enter into Trade Contracts between the City and Caliber Construction Co. for the furnishing of EIFS Systems (Bid Package 07C) for the New Police Facility and Renovation of City Hall (the “Trade Contracts”), copies of which Trade Contracts are attached hereto as Exhibit “B”, and made a part hereof;

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

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

**Section 2.** The City Council hereby determines that in the opinion of two-thirds (2/3) of the members of the corporate authorities holding office, it is advisable, necessary and in the public interest that the City waive the requirement of advertising for competitive bids for the furnishing of EIFS Systems (Bid Package 07C) 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 Caliber Construction Co. for the furnishing of EIFS Systems (Bid Package 07C) 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 Caliber Construction Co. for the furnishing of EIFS Systems (Bid Package 07C) 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 EIFS Systems by Caliber Construction Co.

**Section 4.** Provided further that Caliber Construction 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 furnishing of EIFS Systems (Bid Package 07C) 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 Caliber Construction 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 10th day of February 2015, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

APPROVED by me this 10th day of February 2015.

---

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

ATTESTED and filed in my office,  
this 10th day of February 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 – EIFS SYSTEMS (BID PACKAGE 07C)**

TO: Caliber Construction Co.  
1940 Internationale Parkway  
Suite 100  
Woodridge, IL 60517

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

**YOU ARE HEREBY NOTIFIED** that Caliber Construction Co. has been awarded a Contract in the amount of Forty Nine Thousand Six Hundred and Twenty Six and No/100 Dollars (\$49,626.00), subject to the furnishing of the proper bonds and insurance for the furnishing of EIFS Systems (Bid Package 07C) 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 10th day of February 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 Caliber Construction Co. this 10th day of February 2015.

Caliber Construction Co.

\_\_\_\_\_  
By: Mike Molloy, President

**Exhibit "B"**

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND CALIBER CONSTRUCTION CO. FOR EIFS SYSTEMS (BID PACKAGE 07C) FOR THE  
NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**CALIBER CONSTRUCTION CO.**  
**for the furnishing of**  
**EIFS SYSTEMS (Bid Package 07C)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**CALIBER CONSTRUCTION CO.**  
**for the furnishing of**  
**EIFS SYSTEMS (Bid Package 07C)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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**TABLE OF CONTENTS**

**CONTRACT**

|   |   |
|---|---|
| ARTICLE 1.PERFORMANCE OF CONTRACT .....   | 1 |
| ARTICLE 2. CONTRACT SUM AND PAYMENT ..... | 1 |
| ARTICLE 3.CONTRACT TIME.....              | 1 |
| ARTICLE 4. GENERAL PROVISIONS .....       | 2 |

**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**  
**CALIBER CONSTRUCTION CO.**  
**for the furnishing of**  
**EIFS SYSTEMS (Bid Package 07C)**  
**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 Caliber Construction Co., 1940 Internationale Parkway, Suite 100, Woodridge, IL 60517 hereinafter referred to as the "Trade Contractor," for the furnishing of EIFS Systems (Bid Package 07C) 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 for EIFS Systems:**

|                                     |               |
|-------------------------------------|---------------|
| EIFS Systems - Police Facility      | 26,668        |
| EIFS Systems - City Hall Renovation | <u>22,958</u> |
| EIFS Systems Total                  | 49,626        |

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

### 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:

Caliber Construction Co.  
1940 Internationale Parkway  
Suite 100  
Woodridge, IL 60517  
Attn: Mike Molloy, President

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

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

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

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

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

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

4.11 **Right to Audit.** The City shall have the right to have access to and audit all of the Contractor's records,

books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the City or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the City under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

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

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

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

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

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

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

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

Executed by the Contractor this 10th day of February 2015.

Contractor: Caliber Construction Co.

By \_\_\_\_\_  
Mike Molloy, President

ATTEST:

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

Executed by the City, this 10th day of February 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: Caliber Construction Co.

By \_\_\_\_\_  
Mike Molloy, President



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

**PROPOSAL PACKAGE AWARD  
 RECOMMENDATION**

**PROPOSAL PACKAGE:  
 BP07C - EIFS Systems**

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

**Project No: 01-1204**

**Date: 1/23/2015**

| Propoosal Package #               | Proposal Package               | Line Item Budget    |
|-----------------------------------|--------------------------------|---------------------|
| BP07C                             | EIFS Systems - Police Facility | \$ 46,216.04        |
| BP07C                             | EIFS Systems - City Hall       | \$ 40,631.30        |
| <b>Total Award Package Budget</b> |                                | <b>\$ 86,847.34</b> |

| Recommended Trade Contractor  | Recommended Award Amount |
|---|--------------------------|
| <b>Caliber Construction Co</b>  |                          |
| BP07C-EIFS Systems, Police Facility   | \$26,668.00              |
| BP07C-EIFS Systems, City Hall   | \$22,958.00              |
|   |                          |
| (P&P Bond is Not Applicable - Bid is under \$50,000) <b>Total Proposal Amount</b> | <b>\$ 49,626.00</b>      |
| -42.86% <b>Total Budget Overrun/(Savings)</b>                                     | <b>\$ (37,221.34)</b>    |

| Additional Trade Contract Proposals   | Proposal Amounts      |
|---------------------------------------|-----------------------|
| <b>Skyline Plastering, Inc.</b>       |                       |
| BP07C-EIFS Systems, Police Facility   | \$34,975.00           |
| BP07C-EIFS Systems, City Hall         | \$29,275.00           |
|                                       |                       |
| <b>Total Proposal Amount</b>          | <b>\$ 64,250.00</b>   |
| <b>Total Budget Overrun/(Savings)</b> | <b>\$ (22,597.34)</b> |
| <b>G&amp;J Services</b>               |                       |
| BP07C-EIFS Systems, Police Facility   | \$36,690.00           |
| BP07C-EIFS Systems, City Hall         | \$30,645.00           |
|                                       |                       |
| <b>Total Proposal Amount</b>          | <b>\$ 67,335.00</b>   |
| <b>Total Budget Overrun/(Savings)</b> | <b>\$ (19,512.34)</b> |

| Additional Trade Contractors |               |
|------------------------------|---------------|
| Champion Drywall, Inc.       | \$ 130,820.00 |
|                              |               |

| 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 07C-EIFS**

**Trade Contractor Information**

Company Name Caliber Construction Co  
 Company Address 1940 Internationale Pkwy, unit 100, Woodridge, Ill. 60517  
 Company President Mike Molloy  
*Contact Information regarding questions on proposal*

Estimator Name \_\_\_\_\_ Title \_\_\_\_\_  
 Phone Number \_\_\_\_\_ E-mail Address calibermba03@aol.com  
 Fax Number \_\_\_\_\_

**Proposal Amounts**

|  |                  |                  |
|--|------------------|------------------|
| <b>Base Proposal - Police Facility</b>     | <b>26,668.00</b> |                  |
| <b>Alternate 1 - City Hall Renovations</b> | <b>22,958.00</b> |                  |
| <b>Total Proposal Amount</b>               | <b>\$</b>        | <b>49,626.00</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 |             |       |
| 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, Mike Malloy, hereby certify that I am the President of Caliber Construction, 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



**Caliber Construction Company**  
 1940 Internationale Pkwy. Suite 100, Woodridge, IL 60517  
 Phone: 630-783-3503 Fax: 630-783-3509

**Bid Summary**  
**Oakbrook Terrace Police & City Hall EIFS**  
 Bid No. 150105

Selected Sections: 02000 Lifts , Cranes , Lulls, 07100 Caulking, 07210 Building Insulation, 07240 EIFS PB System  
 Selected Typical Areas:

Selected Areas: (unassigned), Police, City Hall

Estimator: **RW - Russ Wilkinson**  
 Job Class: **Police Dept.**  
 Wage Type: **Union**

Job Status: **Open**  
 Bid Date/Time: **1/14/2015 1:51:56 PM**  
 Plans Date: **1/14/2015**

General Contractor: **Harbour Contractors, Inc ., Dan Skiera, 215 West Main St., Plainfield , ILL 60544, 815-782-1354/phone, 815-782-1355/fax**

**Police**

| No.                                | Condition                       | Height | Quantity    | Mat. | Unit Pricing |           | Total Price      | Man Hours     |
|------------------------------------|---------------------------------|--------|-------------|------|--------------|-----------|------------------|---------------|
|                                    |                                 |        |             |      | Lab.         | Total     |                  |               |
| 3                                  | EIFS Direct Applied over Durock |        | 3,551.87 SF | 1.62 | 5.89         | 7.51 / SF | 26,667.73        | 227.93        |
| <b>Material &amp; Labor Total:</b> |                                 |        |             |      |              |           | <b>26,667.73</b> | <b>227.93</b> |
| <b>Police Total:</b>               |                                 |        |             |      |              |           | <b>26,667.73</b> | <b>227.93</b> |

**City Hall**

| No.                                | Condition                       | Height | Quantity    | Mat. | Unit Pricing |           | Total Price      | Man Hours     |
|------------------------------------|---------------------------------|--------|-------------|------|--------------|-----------|------------------|---------------|
|                                    |                                 |        |             |      | Lab.         | Total     |                  |               |
| 3                                  | EIFS Direct Applied over Durock |        | 3,057.66 SF | 1.62 | 5.89         | 7.51 / SF | 22,957.18        | 196.21        |
| <b>Material &amp; Labor Total:</b> |                                 |        |             |      |              |           | <b>22,957.18</b> | <b>196.21</b> |
| <b>City Hall Total:</b>            |                                 |        |             |      |              |           | <b>22,957.18</b> | <b>196.21</b> |

**Grand Total: \$49,624.91 424.14**

**ORDINANCE NO. 15 - 12**

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND ABBEY PAVING & SEALCOATING CO., INC. FOR GENERAL SITE MAINTENANCE (BID PACKAGE 00B) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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

**WHEREAS**, in the opinion of two-thirds (2/3) of the corporate authorities elected and holding office in the City savings in costs or efficiencies in construction may be realized by a waiver of competitive bidding for the trade contracts for the Installation Labor and Materials for General Site Maintenance (Bid Package 00B) 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 General Site Maintenance (Bid Package 00B) for the Project and determines that the requirements to be met and the means and methods to be used in installing the General Site Maintenance 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 General Site Maintenance (Bid Package 00B) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

**WHEREAS**, Abbey Paving & Sealcoating Co., Inc., has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for General Site Maintenance (Bid Package 00B) for the Project and that the City enter into Trade Contracts between the City and Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for General Site Maintenance (Bid Package 00B) 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 General Site Maintenance (Bid Package 00B) 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 Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for General Site Maintenance (Bid Package 00B) 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 Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for General Site Maintenance (Bid Package 00B) 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 General Site Maintenance by Abbey Paving & Sealcoating Co., Inc.

**Section 4.** Provided further that Abbey Paving & Sealcoating Co., 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 General Site Maintenance (Bid Package 00B) 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 Abbey Paving & Sealcoating Co., 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 10th day of February 2015, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this 10th day of February, 2015.

---

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

**ATTESTED** and filed in my office,  
this 10th day of February 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 – GENERAL SITE MAINTENANCE (BID**  
**PACKAGE 00B)**

TO: Abbey Paving & Sealcoating Co., Inc.  
1949 County Line Road  
Aurora IL 60502

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

**YOU ARE HEREBY NOTIFIED** that Abbey Paving & Sealcoating Co., Inc. has been awarded a Contract in the amount of Thirty-Four Thousand Four Hundred Dollars And No/100, (\$34,400.00) subject to the furnishing of the proper bonds and insurance for General Site Maintenance (Bid Package 00B) 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 10th day of February 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 Abbey Paving & Sealcoating Co., Inc.. this 10th day of February 2015.

Abbey Paving & Sealcoating Co., Inc.

\_\_\_\_\_  
By: Joseph Madden, President

**Exhibit "B"**

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND ABBEY PAVING & SEALCOATING CO., INC. FOR GENERAL SITE MAINTENANCE  
(BID PACKAGE 00B) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY  
HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**ABBEY PAVING & SEALCOATING CO., INC.**  
**for the installation labor and materials of**  
**GENERAL SITE MAINTENANCE (Bid Package 00B)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
between the  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
and  
**ABBEY PAVING & SEALCOATING CO., INC.**  
for the installation labor and materials of  
**GENERAL SITE MAINTENANCE (Bid Package 00B)**  
for the  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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**TABLE OF CONTENTS**

**CONTRACT**

|   |   |
|---|---|
| ARTICLE 1.PERFORMANCE OF CONTRACT .....   | 1 |
| ARTICLE 2. CONTRACT SUM AND PAYMENT ..... | 1 |
| ARTICLE 3.CONTRACT TIME.....              | 1 |
| ARTICLE 4. GENERAL PROVISIONS .....       | 2 |

**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  
**ABBEY PAVING & SEALCOATING CO., INC.**  
for the installation labor and materials of  
**GENERAL SITE MAINTENANCE (Bid Package 00B)**  
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 *Abbey Paving & Sealcoating Co., Inc.*, 1949 County Line Road, Aurora, Illinois 60502 hereinafter referred to as the "Trade Contractor," for the installation labor and materials for General Site Maintenance (Bid Package 00B) 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      | \$25,800.00        |
| City Hall Renovation | <u>\$ 8,600.00</u> |
| Total                | \$34,400.00        |

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, City Administrator

B. If to Contractor:

Abbey Paving & Sealcoating Co., Inc.  
1949 County Line Road  
Aurora, IL 60502  
Attn: Joseph Madden, 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 10th day of February 2015.

Contractor: Abbey Paving & Sealcoating Co., Inc.

By \_\_\_\_\_  
Joseph Madden, President

ATTEST:

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

Executed by the City, this 10th day of February 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: Abbey Paving & Sealcoating Co., Inc.

By \_\_\_\_\_  
Joseph Madden, President



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

**PROPOSAL PACKAGE AWARD  
 RECOMMENDATION**

**PROPOSAL PACKAGE:  
 BP00B - General Site Maintenance**

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

**Project No: 01-1204**

**Date: 2/4/2015**

| Proposal Package #                | Proposal Package                           | Line Item Budget    |
|-----------------------------------|--|---------------------|
| BP00B                             | General Site Maintenance - Police Facility | \$ 30,000.00        |
| BP00B                             | General Site Maintenance - City Hall       | \$ 10,000.00        |
| <b>Total Award Package Budget</b> |  | <b>\$ 40,000.00</b> |

| Recommended Trade Contractor |   | Recommended Award Amount |
|------------------------------|---|--------------------------|
| <b>Abbey Paving</b>          |   |                          |
|                              | BP00B-General Site Maintenance, Police Facility | \$25,800.00              |
|                              | BP00B-General Site Maintenance, Police Facility | \$8,600.00               |
| <b>Total Proposal Amount</b> |   | <b>\$ 34,400.00</b>      |
| -14.00%                      | <b>Total Budget Overrun/(Savings)</b>           | <b>\$ (5,600.00)</b>     |

| Additional Trade Contract Proposals   |   | Proposal Amounts    |
|---------------------------------------|---|---------------------|
| <b>Accu Paving</b>                    |   |                     |
|                                       | BP00B-General Site Maintenance, Police Facility | \$33,000.00         |
|                                       | BP00B-General Site Maintenance, Police Facility | \$11,000.00         |
| <b>Total Proposal Amount</b>          |   | <b>\$ 44,000.00</b> |
| <b>Total Budget Overrun/(Savings)</b> |   | <b>\$ 4,000.00</b>  |
| <b>Fox Excavating</b>                 |   |                     |
|                                       | BP00B-General Site Maintenance, Police Facility | \$33,875.00         |
|                                       | BP00B-General Site Maintenance, Police Facility | \$14,625.00         |
| <b>Total Proposal Amount</b>          |   | <b>\$ 48,500.00</b> |
| <b>Total Budget Overrun/(Savings)</b> |   | <b>\$ 8,500.00</b>  |

| Additional Trade Contractors |                          |                     |
|------------------------------|--------------------------|---------------------|
|                              | <b>Builders Concrete</b> | <b>\$ 49,250.00</b> |

| 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 00B-General Site Maintenance**

**Trade Contractor Information**

Company Name Abbey Paving & Sealcoating Co., Inc.  
 Company Address 1949 County Line Road, Aurora, IL 60502  
 Company President Joseph Madden  
*Contact Information regarding questions on proposal*

Estimator Name Mark Luedtke Title Project Manager  
 Phone Number 630-585-7220 E-mail Address markl@abbey-paving.com  
 Fax Number 630-585-7216

**Proposal Amounts**

|  |                     |  |
|--|---------------------|--|
| <b>Base Proposal - Police Facility</b>     | <u>25,800.00</u>    | <b>(150 hours labor &amp; 75 Hours Machine time)</b> |
| <b>Alternate 1 - City Hall Renovations</b> | <u>8,600.00</u>     | <b>(50 hours labor &amp; 25 hours Machine time)</b>  |
| <b>Total Proposal Amount</b>               | <b>\$ 34,400.00</b> |  |

**Supplemental Information**

Number of calendar days to complete submittals after notice of award N/A  
 Number of calendar days for material fabrication & delivery after approved submittals N/A  
 Total Estimate Field Man Hours 200

**Completion Checklist**

Date Completed 2/3/2015

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

|                             |
|-----------------------------|
| <b>Voluntary Alternates</b> |
|-----------------------------|

|   | Description | Price |
|---|-------------|-------|
| 1 |             |       |
| 2 |             |       |
| 3 |             |       |
| 4 |             |       |
| 5 |             |       |
| 6 |             |       |

|                    |
|--------------------|
| <b>Unit Prices</b> |
|--------------------|

|   | 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, Joseph Madden, hereby certify that I am the President of Abbey Paving & Sealcoating 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



Phone: (630) 585-7220  
FAX: (630) 585-7216

# ABBHEY PAVING CO. INC.

Heavy Duty Asphalt Paving

1949 County Line Road • Aurora, IL 60502

April 29, 2013

Dear Sirs:

Please find below our rental rates for equipment revised for 2013. All equipment pricing includes the cost of fuel and a competent union operator. Pricing for trucks, gradall excavators, and skid-steer loaders are portal to portal. Pricing for other equipment should include costs to move items to and from the job site.

| Portal to portal equipment                              | Regular time Rate | Over time Rate |
|---|-------------------|----------------|
| Three axle straight dump truck                          | \$106.00.         | \$130.00.      |
| Semi tractor-trailer dump truck                         | \$112.00.         | \$136.00.      |
| Semi tractor-trailer lowboy                             | \$146.00.         | \$146.00.      |
| Skid-steer loader including truck & trailer             | \$164.00.         | \$194.00.      |
| Skid-steer loader with planer including truck & trailer | \$184.00.         | \$214.00.      |
| Gradall XL 4100 highway wheeled excavator               | \$200.00.         | \$230.00.      |
| Twenty-six inch pavement saw including support truck    | \$170.00.         | \$194.00.      |
| Service truck with mechanic                             | \$176.00.         | \$200.00.      |

Abbey charges for above equipment from the time it leaves our yard until it returns.

| Hourly equipment and labor rates ( on site )            | Regular time Rate | Over time Rate |
|---|-------------------|----------------|
| Laborer   | \$90.00.          | \$116.00.      |
| Operator  | \$114.00.         | \$144.00.      |
| Mason   | \$104.00.         | \$132.00.      |
| Mechanic including Abbey shop rate                      | \$100.00.         | \$124.00.      |
| Ten ton crawler-excavator ( rubber tracks )             | \$174.00.         | \$204.00.      |
| Ten ton crawler-excavator with breaker.                 | \$198.00.         | \$228.00.      |
| Fifteen ton crawler-excavator                           | \$200.00.         | \$230.00.      |
| Twenty ton crawler-excavator                            | \$210.00.         | \$240.00.      |
| Twenty-five ton crawler-excavator                       | \$220.00.         | \$250.00.      |
| 924 wheel loader  | \$170.00.         | \$200.00.      |
| 953 crawler-loader                                      | \$200.00.         | \$230.00.      |
| 973 crawler-loader                                      | \$240.00.         | \$270.00.      |
| Motor grader  | \$170.00.         | \$200.00.      |
| Caterpillar 815 compactor                               | \$240.00.         | \$270.00.      |
| 84" single smooth drum vibratory compactor              | \$170.00.         | \$200.00.      |
| Four ton double smooth drum vibratory roller            | \$150.00.         | \$180.00.      |
| Seven ton double smooth drum vibratory roller           | \$170.00.         | \$200.00.      |
| Ten ton double smooth drum vibratory roller             | \$180.00.         | \$210.00.      |
| Two axle straight water truck ( not including water )   | \$100.00.         | \$124.00.      |
| Three axle straight water truck ( not including water ) | \$106.00.         | \$130.00.      |

For all the above hourly rates except labor, mechanic, and operator please add an allowance for moving the item; suggested minimum \$440.00.

Please contact me to arrange for use of any of the above. I look forward to working with you.

Sincerely,



Michael T. Gillian  
630-518-3214 direct  
630-417-6772 mobile

**ORDINANCE NO. 15-13**

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF  
CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND LIBERTYVILLE TILE & CARPET, LTD. FOR CERAMIC TILE FLOORING  
(BID PACKAGE 09D) 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 Ceramic Tile Flooring (Bid Package 09D) 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 Ceramic Tile Flooring (Bid Package 09D) for the Project and determines that the requirements to be met and the means and methods to be used in installing the Ceramic Tile Flooring 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 Ceramic Tile Flooring (Bid Package 09D) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

**WHEREAS**, Libertyville Tile & 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 & Carpet, Ltd. for the Installation Labor and Materials for Ceramic Tile Flooring (Bid Package 09D) for the Project and that the City enter into Trade Contracts between the City and Libertyville Tile & Carpet, Ltd. for the Installation Labor and Materials for Ceramic Tile Flooring (Bid Package 09D) 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 Ceramic Tile Flooring (Bid Package 09D) 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 & Carpet, Ltd. for the Installation Labor and Materials for Ceramic Tile Flooring (Bid Package 09D) 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 & Carpet, Ltd. for the Installation Labor and Materials for Ceramic Tile Flooring (Bid Package 09D) 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 Ceramic Tile Flooring by Libertyville Tile & Carpet, Ltd.

**Section 4.** Provided further that Libertyville Tile & 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 Ceramic Tile Flooring (Bid Package 09D) 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 & 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 10th day of February 2015, pursuant to a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this 10th day of February 2015.

---

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

**ATTESTED** and filed in my office,  
this 10th day of February 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 – CERAMIC TILE FLOORING (BID PACKAGE**  
**09D)**

TO: Libertyville Tile & Carpet, Ltd.  
550 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 & Carpet, Ltd. has been awarded a Contract in the amount One Hundred Twenty Five Thousand Three Hundred Eighty Nine And No/100, (\$125,389) subject to the furnishing of the proper bonds and insurance for Ceramic Tile Flooring (Bid Package 09D) 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 10<sup>th</sup> day of February 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 & Carpet, Ltd. this 10<sup>h</sup> day of February 2015.

Libertyville Tile & Carpet, Ltd.

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

**Exhibit "B"**

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,  
AND LIBERTYVILLE TILE & CARPET, LTD. FOR CERAMIC TILE FLOORING (BID  
PACKAGE 09D) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**LIBERTYVILLE TILE & CARPET, LTD.**  
**for the installation labor and materials of**  
**CERAMIC TILE FLOORING (Bid Package 09D)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

**CONTRACT**  
**between the**  
**CITY OF OAKBROOK TERRACE, ILLINOIS**  
**and**  
**LIBERTYVILLE TILE & CARPET, LTD.**  
**for the installation labor and materials of**  
**CERAMIC TILE FLOORING (Bid Package 09D)**  
**for the**  
**NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

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**TABLE OF CONTENTS**

**CONTRACT**

|   |   |
|---|---|
| ARTICLE 1.PERFORMANCE OF CONTRACT .....   | 1 |
| ARTICLE 2. CONTRACT SUM AND PAYMENT ..... | 1 |
| ARTICLE 3.CONTRACT TIME.....              | 1 |
| ARTICLE 4. GENERAL PROVISIONS .....       | 2 |

**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 & CARPET, LTD.**  
**for the installation labor and materials of**  
**CERAMIC TILE FLOORING (Bid Package 09D)**  
**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 & Carpet, Ltd.*, 550 W. Peterson Road, Libertyville, IL 60048 hereinafter referred to as the "Trade Contractor," for the installation labor and materials for Ceramic Tile Flooring (Bid Package 09D) 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      | \$ 92,459.00        |
| City Hall Renovation | <u>\$ 32,930.00</u> |
| Total                | \$125,389.00        |

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, City Administrator

B. If to Contractor:

Libertyville Tile & Carpet, Ltd.  
550 W. Peterson Road  
Libertyville, IL 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 10th day of February 2015.

Contractor: Libertyville Tile & Carpet, Ltd.

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

ATTEST:

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

Executed by the City, this 10th day of February 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 & Carpet, Ltd.

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



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

**PROPOSAL PACKAGE AWARD  
 RECOMMENDATION**

**PROPOSAL PACKAGE:  
 BP09D - Ceramic Tile Flooring**

**Project: Oakbrook Terrace  
 Police Facility & City Hall Renovation**  
**Project No: 01-1204**  
**Date: 1/23/2015**

| Proposal Package #                | Proposal Package                        | Line Item Budget     |
|-----------------------------------|---|----------------------|
| BP09D                             | Ceramic Tile Flooring - Police Facility | \$ 103,479.25        |
| BP09D                             | Ceramic Tile Flooring - City Hall       | \$ 37,504.25         |
| <b>Total Award Package Budget</b> |   | <b>\$ 140,983.50</b> |

| Recommended Trade Contractor                  | Recommended Award Amount |
|---|--------------------------|
| <b>Libertyville Tile &amp; Carpet, Ltd.</b>   |                          |
| BP09D-Ceramic Tile Flooring, Police Facility  | \$92,459.00              |
| BP09D-Ceramic Tile Flooring, City Hall        | \$32,930.00              |
|   |                          |
| <b>Total Proposal Amount</b>                  | <b>\$ 125,389.00</b>     |
| -11.06% <b>Total Budget Overrun/(Savings)</b> | <b>\$ (15,594.50)</b>    |

| Additional Trade Contract Proposals          | Proposal Amounts     |
|--|----------------------|
| <b>Lowery Tile Company</b>                   |                      |
| BP09D-Ceramic Tile Flooring, Police Facility | \$99,692.00          |
| BP09D-Ceramic Tile Flooring, City Hall       | \$40,943.00          |
|  |                      |
| <b>Total Proposal Amount</b>                 | <b>\$ 140,635.00</b> |
| <b>Total Budget Overrun/(Savings)</b>        | <b>\$ (348.50)</b>   |
| <b>C.E. Korsgard Company</b>                 |                      |
| BP09D-Ceramic Tile Flooring, Police Facility | \$111,300.00         |
| BP09D-Ceramic Tile Flooring, City Hall       | \$41,000.00          |
|  |                      |
| <b>Total Proposal Amount</b>                 | <b>\$ 152,300.00</b> |
| <b>Total Budget Overrun/(Savings)</b>        | <b>\$ 11,316.50</b>  |

| Additional Trade Contractors |               |
|------------------------------|---------------|
| Pinnacle Flooring Company    | \$ 168,475.00 |
|                              |               |

| 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 09D-Ceramic Tile

**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 \_\_\_\_\_ Title \_\_\_\_\_  
 Phone Number \_\_\_\_\_ E-mail Address [tom@libertyvilletile.com](mailto:tom@libertyvilletile.com)  
 Fax Number \_\_\_\_\_

**Proposal Amounts**

|  |                     |
|--|---------------------|
| <b>Base Proposal - Police Facility</b>     | <b>\$92,459.00</b>  |
| <b>Alternate 1 - City Hall Renovations</b> | <b>\$32,930.00</b>  |
| <b>Total Proposal Amount</b>               | <b>\$125,389.00</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 | NA          |       |
| 2 |             |       |
| 3 |             |       |
| 4 |             |       |
| 5 |             |       |
| 6 |             |       |

**Unit Prices**

|   | Item       | Unit of Measure | Price    |
|---|------------|-----------------|----------|
| 1 | Installer  | Per Hour        | \$115.00 |
| 2 | Floor Prep | Per Foot        | \$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 21, 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, 2014

  
Notary Public

