

**AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, JUNE 20, 2011
7:30 P.M.**

- 1. Executive Session 7:00 p.m. – Threatened/ Imminent Litigation (Conf. Room #2)**
- 2. Call to Order /Pledge of Allegiance/Roll Call**
- 3. KOFK Star Teacher Award – Cindy Killips**
- 4. Presentation – Elmhurst Toyota Grant to Police Department (Police Chief Neubauer & Kurt Schiele)**
- 5. Peer Jury Recognition – Outgoing Members (Sgt. McLean)**
- 6. Receipt of Written Communications and Petitions from the Public**
- 7. Public Forum**
- 8. Consent Agenda**
 - a. Minutes of the Regular Meeting Held on Monday, June 6, 2011 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, June 6, 2011 (City Clerk Spencer): Receive and place on file
 - c. Accounts Payable – June 20, 2011 Total \$ 1,683,031.86
 - d. Oak Street Stop Signs Review (Interim City Manager Kopp): Refer to the Public Affairs and Safety Committee
 - e. Central Business District Office Redevelopment Grant Program (Interim City Manager Kopp): Refer to Development, Planning and Zoning Committee
 - f. Report – West Avenue LAPP Improvements Construction Engineering Services (PW&B)
 - g. Report – Spring Road LAPP Improvements Construction Engineering Services (PW&B)
 - h. Report – Metra Grant – Parking Deck at Larch and First (PW&B)
 - i. Report – Return Activated Sludge Pump Purchase (PW&B)
 - j. Report – Sewerage Treatment Rates for Private Well Users (F,CA&AS)
 - k. Report – Illinois Metropolitan Investment Fund (F,CA&AS)
 - l. Report – Case Number 11ZBA-05 / 538 W. St Charles Wall Sign Variations (DP&Z)
 - m. Report – Proposed Amendment to Section 49.3403.1(c)(1) of City of Elmhurst's Building Code (DP&Z)
 - n. O-27-2011 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst
 - o. MCO-07-2011 – An Ordinance to Amend Article IV Entitled, "Raises and Charges," of Chapter 7 Entitled, "Water and Sewers," of the Municipal Code of the City of Elmhurst, Illinois
 - p. R-19-2011 – A Resolution Authorizing the Issuance of a Notice of a Award for the Replacement of Two Pre-Cast Roof Sections of the Elmhurst Fire Academy Burn Tower Located at 910 Addison Avenue, Elmhurst, Illinois
 - q. R-20-2011 – A Resolution Authorizing the Issuance of a Notice of Award for the Adelaide/Adell Parking Structure Maintenance Repairs
 - r. R-21-2011 – A Resolution Authorizing the Issuance of Notice of Award for the Replacement of the Shingle Roof at the City of Elmhurst Historical Museum Education Center

9. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)
- b. Status of Progress on Stormwater Comprehensive Plan (Interim City Manager Kopp)

10. Other Business

11. Announcements

12. Adjournment

PLEASE NOTE:

- Electronic Communication Devices may be "on," but must be set to a silent /vibrate mode.
- Individuals must exit the Council Chambers when using Electronic Communication Devices to send or receive audio or text messages.
- Any person who has a disability requiring a reasonable accommodation to participate in this meeting, should contact Valerie Johnson, ADA Compliance Officer, Monday through Friday, 9:00 a.m. to 4:30 p.m., City of Elmhurst, 209 N. York Street, Elmhurst, IL 60126, or call 630-530-8095 TDD, within a reasonable time before the meeting. Requests for a qualified interpreter require five (5) working days' advance notice.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, JUNE 6, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

<u>SUBJECT</u>	<u>PAGE</u>	
Executive Session 6:30 p.m. – Collective Bargaining, Threatened/ Imminent Litigation, Employment or Compensation of an Officer, Disposition & Acquisition of Real Property -----	1	
Pledge of Allegiance-----	1	
Call to Order /Roll Call-----	1	
Presentation – Illinois City Manager’s Association -----	1	
Receipt of Written Communications and Petitions from the Public -----	2	
Public Forum-----	2	
Consent Agenda		
Minutes of the Regular Meeting Held on Monday, May 16, 2011 -----	3	
Minutes of the Special Meeting Held on Monday, May 23, 2011 -----	3	
Minutes of the Executive Session Held on Thursday, May 12, 2011 -----	3	
Minutes of the Executive Session Held on Monday, May 16, 2011 -----	3	
Minutes of the Executive Session Held on Monday, May 23, 2011 -----	3	
Accounts Payable – May 31, 2011 Total \$ 3,350,049.24 -----	3	
Economic Development Alternatives Report for the City Study Areas as Prepared by Kane, McKenna and Associates, Inc. -----	3	
Report – Illinois Route 56 at Commonwealth Lane Intersection Improvements Supplemental Engineering Services – TranSystems Proposal -----	3	
Report – Roof Replacement at the Historical Museum Education Center-----	4	
Report – Roof Repair at the Fire Academy Training Tower -----	5	
Report – St. Charles Roadway Improvement – York St. to York High School-----	6	
Report – Adelaide/Adell Parking Structure Maintenance Repairs-----	7	
O-25-2011 – An Ordinance Authorizing the Sale By Auction of Personal Property Owned By the City of Elmhurst -----	7	
O-26-2011 – An Ordinance Providing for the Declaration of the General Prevailing Rate of Hourly Wages for the Year 2011 to be Paid to Laborers, Mechanics and Other Workers Performing Construction of Public Works Within the City of Elmhurst, DuPage and Cook Counties, Illinois -----	8	
R-17-2011 – A Resolution to Approve and Authorize the Execution of a Second Amendment to the December 3, 2008 Agreement By and Between Transystems Corporation and the City of Elmhurst -----	8	
R-18-2011 – A Resolution Approving and Authorizing the Execution of an Agreement for the St. Charles Roadway Improvements From York Hugh School by and Between K-Five Construction Corporation and the City of Elmhurst -----	8	
Committee Reports		
Report – Water and Sewer Rate Review -----	8	
Reports and Recommendations of Appointed and Elected Officials		
Updates -----	10	
Resolutions		
R-16-2011 – A Resolution Approving a City Manager Employment Agreement -----	10	
Appointments		
Appointment of Interim City Manager -----	10	
Other Business -----		10
Announcements -----		10
Recognition of Retiring City Manager Thomas P. Borchert -----	11	
Adjournment -----	11	

**Copies To All
Elected Officials
06/16/2011**

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON MONDAY, JUNE 6, 2011
209 NORTH YORK STREET
ELMHURST, ILLINOIS**

**EXECUTIVE SESSION 6:30 P.M. – COLLECTIVE BARGAINING, THREATENED/
IMMINENT LITIGATION, EMPLOYMENT OR COMPENSATION OF AN OFFICER,
DISPOSITION & ACQUISITION OF REAL PROPERTY**

1. Executive session was called to order at 6:35 p.m. by Mayor DiCianni for the purpose of discussing Collective Bargaining, Threatened/Imminent Litigation, Appointment, Employment or Compensation of an Officer.

Present: Diane Gutenkauf, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Chris Healy, Scott Levin, Steve Morley, Patrick Wagner, Mark A. Mulliner

Absent: Paula Pezza (arrived at 6:37 p.m.), Norman Leader (arrived at 6:43 p.m.), Stephen Hipskind (arrived at 6:52 p.m.), Jim Kennedy (arrived 6:41 p.m.)

Also in attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert (after Appointment, Employment or Compensation of an Officer)

Alderman Healy moved to convene into executive session for the purpose of discussing Collective Bargaining, Threatened/Imminent Litigation, and Appointment, Employment or Compensation of an Officer. Alderman Gutenkauf seconded. Roll call vote:

Ayes: Healy, Gutenkauf, Dunn, Bram, Polomsky, York, Levin, Morley, Wagner, Mulliner

Nays: None

10 ayes, 0 nays, 4 absent
Motion duly carried

Alderman Morley moved to adjourn executive session. Alderman Wagner seconded. Voice vote. Motion carried. Executive session adjourned at 7:25 p.m.

CALL TO ORDER/ ROLL CALL

Attendance: 35

2. The Regular Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 7:40 p.m.

Present: Paula Pezza, Diane Gutenkauf, Norman Leader, Bob Dunn, Michael J. Bram, Dannee Polomsky, Kevin L. York, Stephen Hipskind, Chris Healy, Scott Levin, Jim Kennedy, Steve Morley, Patrick Wagner, Mark A. Mulliner

Absent: None

Also in Attendance: City Treasurer Dyer, City Attorney Storino, City Manager Borchert, Assistant City Manager/Fire Chief Kopp, Deputy Fire Chief Bacidore, Finance & Administration Director Gaston, Assistant Director of Finance & Administration Trosien, HR Manager Johnson, Deputy Clerk Van De Walle, Police Chief Neubauer, Admin. Assistant Dungey, Admin. Assistant Schmidtke, IT Manager Stenson, Public Works Director Hughes, Operations Manager Morley, WWTP Manager Smith, Building Commissioner Dubiel, Museum Director Bergheger

PLEDGE OF ALLEGIANCE

3. The Pledge of Allegiance was led by Tim Manning and Robert Tomasca from Troop 17, Bryan Middle School.

PRESENTATION – ILLINOIS CITY MANAGER’S ASSOCIATION

4. Mayor DiCianni introduced Mr. Joseph Breinig, Board of Directors, Illinois City Manager Association and Village Manager of Carol Stream, IL. He stated Mr. Breinig is in attendance tonight to make a presentation to City Manager Borchert.

Mr. Breinig stated on behalf of the Association, he would like to acknowledge that a \$100 contribution has been made in the name of Tom Borchert to the International City, County, Managers Fund for the Profession.

City Manager Borchert joined Mr. Breinig at the podium to receive his acknowledgement. He thanked his fellow City Managers for their kind words.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

5. Marilyn Arado, 912 S. Saylor Ave., submitted a letter to the City Council regarding continued problems and concerns regarding storm/flood related issues.

PUBLIC FORUM

6. Tom Cruse
868 Saylor
Elmhurst, IL 60126

Spoke regarding flooding and suggested forming a citizen budget group to share ideas to lower costs. He asked when the Burke Report will be complete.

Claude Pagacz
566 W. Gladys Ave.
Elmhurst, IL 60126

Spoke regarding the proposed water and sewer rate increases.

John Reboletti
625 W. Gladys Ave.
Elmhurst, IL 60126

Spoke regarding the proposed water rate increases and taxes on sewers.

Marilyn Arado
912 Saylor Ave.
Elmhurst, IL 60126

Proudly announced that there were no power outages in her neighborhood for the entire month of May. She spoke on rain water and permeable pavers used in parking lots and French drains on parkways.

Tamara Brenner
137 N. Caroline Ave.
Elmhurst, IL 60126

Spoke regarding the May 26th Zoning & Planning Commission meeting which was cancelled. She stated the text amendment was to be approved to increase building heights and the City Council hasn't approved such a change in the code. She also asked if she could hear more thoughts from the Mayor regarding the referral item 6g.

Jan Vanek
368 N. Myrtle
Elmhurst, IL 60126

Spoke to thank Tom Borchert for his years of service. She stated he was a great leader and she learned a lot about City government from him. She also addressed comments made during Public Forum regarding the Finance, Council Affairs and Administrative Services Committee Chairman raising water/sewer rates and accusations that the Council receives kick-backs.

Kathleen Sullivan
133 Pine Street
Elmhurst, IL 60126

Spoke regarding the lack of promised forthcoming information regarding the Stormwater Comprehensive Plan. She stated there was flooding on Memorial Day weekend and stated the response from the Police Department was not cooperative and their lack of response needs to be addressed.

Erin Van De Walle
Dorothy Schmidtke
Pat Dungey

Spoke to go on record thanking Tom Borchert for not only his years of service to the City but the personal role he has played in their lives.

CONSENT AGENDA

7. The following items on the Consent Agenda were presented:
- a. MINUTES OF THE REGULAR MEETING HELD ON MONDAY, MAY 16, 2011 (City Clerk Spencer): Approve as published
 - b. MINUTES OF THE SPECIAL MEETING HELD ON MONDAY, MAY 23, 2011 (City Clerk Spencer): Approve as published
 - c. MINUTES OF THE EXECUTIVE SESSION HELD ON THURSDAY, MAY 12, 2011 (City Clerk Spencer): Receive and place on file
 - d. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, MAY 16, 2011 (City Clerk Spencer): Receive and place on file
 - e. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, MAY 23, 2011 (City Clerk Spencer): Receive and place on file
 - f. ACCOUNTS PAYABLE –MAY 31, 2011 TOTAL \$ 3,350,049.24
 - g. ECONOMIC DEVELOPMENT ALTERNATIVES REPORT FOR THE CITY STUDY AREAS AS PREPARED BY KANE, MCKENNA AND ASSOCIATES, INC. (City Manager Borchert): Refer to the Development, Planning and Zoning Committee & Economic Development Commission

June 2, 2011

To: Mayor DiCianni and Members of the City Council
Re: Economic Development Alternatives Report for the City Study Areas as Prepared by Kane, McKenna and Associates, Inc.

It is respectfully requested that the referenced study report be forwarded to the Development, Planning and Zoning Committee and the Economic Development Commission for their review, evaluation and recommendations to the City Council.

Respectfully submitted,
/s/ Thomas P. Borchert
City Manager

- h. REPORT – ILLINOIS ROUTE 56 AT COMMONWEALTH LANE INTERSECTION IMPROVEMENTS SUPPLEMENTAL ENGINEERING SERVICES – TRANSYSTEMS PROPOSAL The following report of the Public Works & Buildings Committee was presented for passage:

May 23, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Illinois Route 56 at Commonwealth Lane Intersection Improvements Supplemental Engineering Services - TranSystems Proposal

The Public Works and Building Committee met on Monday, May 23, 2011 to discuss a proposal received from TranSystems Corporation for supplemental engineering services for the design of Illinois Route 56 (Butterfield Road) at Commonwealth Lane intersection improvements.

The improvements include the addition of a northbound left turn lane on Commonwealth Lane, providing dual left turn lanes onto westbound Butterfield Road. In addition, a southbound left turn lane and shared through/right turn lane on the north approach of Commonwealth Lane will be provided. A new eastbound right turn lane will be constructed along Butterfield Road. Pavement widening will be required to accommodate the additional lanes. Traffic signal equipment and pavement markings shall be modified and restriped, respectively, to accommodate the addition of the left and right turn lanes into the operational configuration. Pavement resurfacing on Commonwealth

and Butterfield will be performed. The Elmhurst Park District is aware of the planned improvements and the impacts to the existing Salt Creek Greenway Trail. The Park District is reviewing potential alternatives for the bike path in this area.

TranSystems assisted the City in the preparation of the Federal Surface Transportation Program (STP) funding application. This project received \$798,700 in Federal STP funding for construction through the DuPage Mayors and Managers Conference (DMMC). TranSystems has completed the original Phase I engineering services for this project. TranSystems is currently working on the Phase II engineering services. DMMC does not allow STP dollars to be used for engineering.

Supplemental work is the result of the following additional or expanded scope of work items which have been necessitated by the fact that IDOT has elected to require the most conservative approaches to drainage, driveway access and lane configurations. This conservative approach required the City, through its consultant, to conduct additional investigatory work to develop numerous alternatives to approach IDOT with in an effort to convince IDOT that some of the requirements were unnecessary. Also the City staff and consultant met with the three effected property owners; Butterfield Exchange, Astoria Place and Lexington Square to obtain their input on the various alternatives that had been developed. In the end, the City and its consultants were able to obtain some relief from IDOT however IDOT did not reduce its requirements in other areas. The net result of this is the following additional work:

- 1) IDOT is requiring a full hydraulic analysis for existing and proposed conditions for the culvert as part of the drainage study. The original scope for Phase I engineering services assumed that the box culvert across the north leg of the intersection would not need to be analyzed since there would be minimal drainage impacts.
- 2) Additional effort was required to develop alternative design concepts to address the operation of the westbound Roosevelt Road exit ramp traffic. Additional coordination with IDOT was required to develop an acceptable solution.
- 3) A temporary easement was identified as being needed at the Astoria Place Townhomes entrance. This easement will need to be shifted to the west on the Astoria Place property to connect the future Butterfield Exchange II driveway. In addition to the temporary easement a permanent property take will be required at this location to allow ingress and egress to the office building. Without the permanent take the future driveway for Butterfield Exchange would cross over Astoria Place property to access the existing parking lot.

TranSystems has proposed to do this additional engineering work on a cost plus fixed fee basis with a total cost not to exceed \$21,393.38. See attached proposal for consultant services and fees. These rates are consistent with fees for professional services on similar projects. The Phase I and II Engineering and Supplemental Work total a new contract amount total cost not to exceed of \$313,250.65. TranSystems has completed similar work for the City in the past on various City projects in a satisfactory and professional manner. Monies for this project have been provided in the FY 2011/12 Budget, General Fund Street Improvements, Account Number 110-6048-513-80-25 in the amount of \$355,000.

It is, therefore, the recommendation of the Public Works and Building Committee that the Supplemental Engineering Proposal from TranSystems Corporation for the Illinois Route 56 (Butterfield Road) at Commonwealth Lane Intersection Improvements in the amount not to exceed \$21,393.38, be accepted, and the City attorney be authorized to prepare a resolution approving the additional services to the contract with TranSystems Corporation.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Bob Dunn

Vice-Chairman

/s/ Chris Healy

/s/ Diane Gutenkauf

- i. REPORT – ROOF REPLACEMENT AT THE HISTORICAL MUSEUM EDUCATION CENTER
The following report of the Public Works & Buildings Committee was presented for passage:

May 23, 2011

To: Mayor DiCianni and Members of the City Council.
RE: Roof Replacement at the Historical Museum Education Center

The Public Works and Buildings Committee met on Monday, May 23, 2011 to discuss the bids received for the replacement of the asphalt shingle roof at the City of Elmhurst Historical Museum Education Center. A Request for Proposals was completed and distributed to local roofing contractors. Bids to complete this work were received from three roofing contractors and are summarized below.

Contractor	Bid
Scandia Construction Inc., Roscoe, IL	\$25,370.00 (plus \$1.00/ sq. ft. unforeseen)
Feze Roofing, Inc., Elmhurst, IL	\$31,800.00 (plus \$1.75/ sq. ft. unforeseen)
Krumweide Roofing Inc., Bensenville, IL	\$32,650.00 (plus \$2.00/ sq. ft. unforeseen)
Tilden Roofing Inc., Elmhurst, IL	Did not meet insurance requirements

Plans and specifications were compiled in accordance with Elmhurst Building Codes for the replacement of the asphalt shingle roof at the Elmhurst Historical Museum Education Center. The work includes the removal of the existing roof, the removal and replacement of two exhaust fans, the replacement of rotten or damaged roof decking (at an additional cost per sq. ft.), the installation of a water and leak barrier, fiberglass underlayment and the replacement of new roof shingles with associated caulk and flashing. This work to be accompanied by a 15 year workmanship and 30 year material warrantee.

The low bidder on this project is Scandia Construction of Roscoe, IL. References provided were checked and positive ratings have been received.

Funding for the project is provided from a grant from the Illinois Public Museums Capital Grant Program, which is specifically for museums located on public property. Funds for this work have been provided for in the 2011/2012 Budget in account number 110-7060-451-80-23 in the amount of \$50,000.

It is therefore the recommendation of the Public Works and Buildings Committee that the bid submitted by Scandia Construction Inc. of Roscoe, IL, for the amount of \$25,370.00 be accepted and that the City Attorney be authorized to draft a resolution approving the contract.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Bob Dunn

Vice-Chairman

/s/ Chris Healy

/us/ Diane Gutenkauf

- j. REPORT – ROOF REPAIR AT THE FIRE ACADEMY TRAINING TOWER The following report of the Public Works & Buildings Committee was presented for passage:

May 23, 2011

To: Mayor DiCianni and Members of the City Council.
RE: Roof Repair at the Fire Academy Training Tower

The Public Works and Buildings Committee met on Monday, May 23, 2011, to discuss the bids received to replace several pre-cast roofing sections at the Fire Academy Burn Tower located at 910 Addison Ave. in Elmhurst. Plans and specifications were compiled to allow for competitive bidding. Invitations to bid were sent to several area contractors and advertised in the local newspaper. Three (3) sealed bids were received which are summarized below.

<u>Contractor</u>	<u>Bid Total</u>
Eugene Mathews Inc., Broadview, IL	\$48,485.00
Hauter Brothers Inc., Homer Glen, IL	\$50,350.00
Takao Nagai Inc., Chicago, IL	\$84,415.00

The work involves the removal and replacement of several damaged pre-cast concrete roofing panels located on the sloped south and flat north roofing sections of the burn tower. After the new pre-cast installations are completed and approved by the Engineer, caulk, masonry, flashing, fascia, soffit work and roof coatings will be applied.

The low bidder on this project is Eugene Mathews Inc. of Broadview, Illinois. They have performed similar work for SPM Architects, Plainfield School District 202 and the Village of Lombard in a satisfactory manner. \$45,000.00 of the project cost has been provided for out of account number 110-4020-422-8023, with the remaining \$3485.00 to be funded out of the radio equipment account 110-4020-422-80-05, as this account is projected to have a surplus available to cover that amount.

It is therefore the recommendation of the Public Works and Buildings Committee that the bid submitted by Eugene Mathews Inc. in the amount of \$48,485.00 be accepted and that the City Attorney be authorized to draft a resolution approving the contract.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman

/s/ Bob Dunn
Vice-Chairman

/s/ Chris Healy
/us/ Diane Gutenkauf

- k. REPORT – ST. CHARLES ROADWAY IMPROVEMENT – YORK ST. TO YORK HIGH SCHOOL The following report of the Public Works & Buildings Committee was presented for passage:

May 23, 2011

TO: Mayor DiCianni and Members of the City Council
RE: St. Charles Roadway Improvement – York St. to York High School

The Public Works and Buildings Committee met on Monday, May 23, 2011 to review bids for the St. Charles Road Improvements. The seven (7) bids received from area contractors are summarized on Attachment “A”. This project is being funded through the Emergency Repair Program (ERP).

The improvements include removal and replacement of deteriorated sections of curb and gutter, pavement and sidewalks. The final pavement construction will include a 3 inch edge grind of the existing concrete and a 3 inch overlay with asphalt. Other work will include utility structure adjustments, related storm sewer work, paving of driveway approaches, restoration of parkways, and traffic control. The contract requires that the work be completed by August 12, 2011, prior to the start of school at York High School.

K-Five submitted the lowest responsible bid meeting all of the bidding requirements. K-Five completed the asphalt grinding and paving work for the City’s 2004 Contract Paving Program in a satisfactory manner. This contractor will also be performing asphalt work for the Vallette Street Improvements as well as the 2011 Contract Paving Program.

The City has been awarded \$380,000 of ERP funds by the Illinois Department of Transportation to construct this project. K-Five’s low bid amount is \$457,999.33. The difference of \$77,999.33 will be provided for in the FY11/12 Budget in the following accounts as described below.

<u>ACCOUNT DESCRIPTION</u>	<u>ACCOUNT CODE</u>	<u>BUDGET AMOUNT</u>
Pavement Striping	110-6041-432-3046	\$ 20,000
MUF/Asphalt	510-6052-501-30-02	\$ 15,000
	510-6056-502-30-02	\$ 20,000
Concrete Patching – curb and gutter	510-6052-501-30-11	\$ 25,000

Totals \$ 80,000

It is, therefore, the recommendation of the Public Works and Building Committee that the low bid in the amount of \$457,999.33 from K-Five Construction for the St. Charles Road ERP Improvements be accepted and the City attorney be authorized to draft a resolution approving a contract with K-Five.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Bob Dunn

Vice-Chairman

/s/ Chris Healy

/us/ Diane Gutenkauf

1. REPORT – ADELAIDE/ADELL PARKING STRUCTURE MAINTENANCE REPAIRS The following report of the Public Works & Buildings Committee was presented for passage:

May 23, 2011

TO: Mayor DiCianni and Members of the City Council
RE: Adelaide /Adell Parking Structure Maintenance Repairs

The Public Works and Buildings Committee met on Monday, May 23, 2011 to review bids for the Adelaide / Adell Parking Structure Maintenance Repairs. Twelve (12) area contractors picked up bid documents. The seven (7) bids received from area contractors are summarized on Attachment "A".

This work includes miscellaneous pipe repairs, concrete repairs, joint repairs, cleaning and sealing of concrete floors, and pavement striping within the structural areas of the parking deck located on Adelaide Street. Parking decks are exposed to the elements, with the internal structural steel susceptible to corrosion from road salts. Regular routine maintenance of these facilities helps protect the steel, thereby extending the life of the structure and reducing the likelihood of major structural repairs in the future.

JLJ Contracting Inc. from Broadview, IL submitted the lowest responsible bid meeting all of the bidding requirements. JLJ Contracting Inc. has satisfactorily completed similar parking deck maintenance work for the City of Elmhurst on the Schiller Deck in 2007.

Monies have been provided in the FY 2011/12 Budget, in the amount of \$105,000 in Account Number 530-0080-503-50-14, for this project.

It is, therefore, the recommendation of the Public Works and Building Committee that the low bid in the amount of \$73,220.00 from JLJ Contracting Inc. for the Adelaide / Adell Parking Deck Maintenance Repairs Project be accepted and the City attorney be authorized to draft a resolution approving a contract with JLJ Contracting, Inc.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy

Chairman

/s/ Bob Dunn

Vice-Chairman

/s/ Chris Healy

/us/ Diane Gutenkauf

- m. O-25-2011 – AN ORDINANCE AUTHORIZING THE SALE BY AUCTION OF PERSONAL PROPERTY OWNED BY THE CITY OF ELMHURST

Ordinance O-25-2011 was presented for passage.

- n. O-26-2011 – AN ORDINANCE PROVIDING FOR THE DECLARATION OF THE GENERAL PREVAILING RATE OF HOURLY WAGES FOR THE YEAR 2011 TO BE PAID TO LABORERS, MECHANICS AND OTHER WORKERS PERFORMING CONSTRUCTION OF

PUBLIC WORKS WITHIN THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

Ordinance O-26-2011 was presented for passage.

- o. R-17-2011 – A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A SECOND AMENDMENT TO THE DECEMBER 3, 2008 AGREEMENT BY AND BETWEEN TRANSYSTEMS CORPORATION AND THE CITY OF ELMHURST

Resolution R-17-2011 was presented for passage.

- p. R-18-2011 – A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE ST. CHARLES ROADWAY IMPROVEMENTS FROM YORK HUGH SCHOOL BY AND BETWEEN K-FIVE CONSTRUCTION CORPORATION AND THE CITY OF ELMHURST

Resolution R-18-2011 was presented for passage.

Alderman Healy moved to approve the contents of the Consent Agenda. Alderman York seconded. Roll call vote:

Ayes: Healy, York, Hipskind, Levin, Kennedy, Morley, Wagner, Mulliner, Pezza, Gutenkauf, Leader, Dunn, Bram, Polomsky

Nays: None

Results: 14 ayes, 0 nays, 0 absent
Motion duly carried

COMMITTEE REPORTS

8. a. REPORT – WATER AND SEWER RATE REVIEW The following report of the Finance, Council Affairs and Administrative Services Committee was presented for passage:

May 24, 2011

To: Mayor DiCianni and Members of the City Council
Re: Water Rate and Sewer Rate Review

The Finance, Council Affairs and Administrative Services Committee met several times, most recently May 23, 2011, to review water rate and sewer rate adjustments in the Municipal Utility Fund.

The Municipal Utility Fund (MUF) is an enterprise fund, and user fees for water and sewer services are the major source of revenue. Therefore, water rates and sewer rates are reviewed annually to determine if rate adjustments are necessary. A comprehensive rate and utility billing study was completed in August 2003. Alvord, Burdick & Howson, L.L.C. conducted the study which included a review of the water rate and sewer rate structures, and a review of cash balance goals for the MUF. The approved recommendations from the study provided for a minimum charge of three cubic meters per billing cycle, and a change in the billing structure to a uniform block rate method that provides a water and sewer charge for every cubic meter of usage. The study also set a cash balance goal range for the MUF comprised of three factors: revenue stabilization (\$1.6 million); emergency (\$2 million); and 25%-33% of operating expenses (\$3.4-\$4.5 million). The total range goal for fiscal 2011 is \$7.0 million to \$8.1 million. The goal is split between the water and sewer segments of the MUF based upon the level of operating expenses in each segment.

As the Council is aware, the City purchases its water supply from DuPage Water Commission (DWC) and DWC purchases its water supply from the City of Chicago. Since 2008, DWC has increased water rates to its members by 66.4%, primarily due to rate increases of 50.8% from the City of Chicago during that same timeframe. DWC projects a minimum 10% annual increase in its water rates to members for each of the next five years. DWC finances are being negatively impacted by current economic conditions regarding sales tax revenue, which accounts for approximately 30% of DWC's revenue budget, and by low reserve balances due to accounting problems. DWC is also looking forward and taking into consideration the elimination of its .25% sales tax in 2015. Although the City has increased water rates during the last three years, those increases have not met the challenge of the increases from DuPage Water Commission.

Another significant expense in the water utility budget is the watermain replacement program. This annual program is budgeted at \$770,000 each year which allows for approximately 3,500 linear feet of watermain replacement. Criterion used to select the location of watermain replacements include age of watermain, watermain break history, and street condition and coordination with the street resurfacing program. Reserves have been used in fiscal years 2009, 2010 and 2011 to balance the water utility budget, and those reserves are now below the minimum cash balance goal for the water utility segment of the MUF (see Schedule A). Therefore, based on the current cash balance in the water utility segment of the MUF (\$3.6 million) and the projected expenditures for the next five years, which includes an estimated 10% DWC water rate increase each year (see Schedule A), the Finance Committee recommends a rate adjustment for fiscal 2012 of 8% to \$5.35 per thousand gallons of water usage.

The Finance Committee also reviewed projections for sewer rate adjustments, including a review of major capital projects such as purchasing an anaerobic digester and the Saylor Street force main project (see Schedule C). The City will take advantage of a twenty –year low interest loan from the Illinois Environmental Protection Agency to fund the \$7.3 million anaerobic digester project. Current budget projections for the sewer utility segment of the MUF do not contemplate any capital expenditures that may result from the Burke/RJN Elmhurst Storm and Sanitary Comprehensive Planning Design Project. Also, due to the age of many components of the Wastewater Treatment Plant and due to the volume of material processed, the next five to ten years will require significant infrastructure improvement/ replacement at the Plant. Reserves have been used for the last five fiscal years, including 2011, to balance the budget, and those reserves are now significantly below the minimum cash balance goal for the sewer utility segment of the MUF (see Schedule B). Therefore, based on the current cash balance in the sewer segment of the MUF (\$995,000) and on projected expenditures for the next five years (see Schedule B), the Committee recommends a rate adjustment for fiscal 2012 of 8% to \$4.91 per thousand gallons of water usage.

The impact of the combined water rate and sewer rate adjustments for an average four-person household using 12,000 gallons of water per month (3,000 gallons per person) is approximately \$9.12 per month.

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare an amendment to the Municipal Code of Ordinances changing the water rates and sewer rates for the City of Elmhurst, effective for usage billed on or after July 1, 2011, as follows:

	Residential Rates (Per Thousand Gallons)		Commercial Rates (Per Thousand Gallons)	
	<u>New</u>	<u>Current</u>	<u>New</u>	<u>Current</u>
Water	\$5.35	\$4.95	\$ 8.01	\$7.42
Bi-Monthly Minimum	\$4.23	\$3.93	\$6.33	\$5.90
Sewer	\$4.91	\$4.55	\$4.91	\$4.55
Bi-Monthly Minimum	\$3.87	\$3.62	\$3.87	\$3.62

Respectfully submitted,
Finance, Council Affairs and
Administrative Services Committee
/s/ Stephen Hipskind
Chairman
/s/ Kevin York
Vice-Chairman
/s/ Mark Mulliner
/s/ Scott Levin

Alderman Hipskind moved to approve item 7a. Report - Water and Sewer Rate Review.
Alderman York seconded.

Alderman Hipskind stated his support for the increase and its use as a user fund.

Comments and concerns were voiced around the dais regarding the increase.

Ayes: Hipskind, York, Healy, Levin, Kennedy, Morley, Wagner, Mulliner, Pezza, Gutenkauf, Leader, Dunn, Bram, Polomsky

Nays: None

Results: 14 ayes, 0 nays, 0 absent
Motion duly carried

REPORTS AND RECOMENDATIONS OF APPOINTED AND ELECTED OFFICIALS

9. a. UPDATES (Mayor DiCianni)

Mayor DiCianni reported on his trip to Springfield on May 24 – 26, 2011. He reported on the victory of the LGDF to be kept in place. He stated every City and County will preserve their portion of the income tax, which totals approximately \$4 million.

Mayor DiCianni explained some of the State legislative redistricting and how it will affect Elmhurst.

The Mayor announced on tonight's agenda the Council will vote to approve a new City Manager. He stated Mr. James Grabowski was selected for the job due to his strong Economic Development background and history.

RESOLUTIONS

10. a. R-16-2011 – A RESOLUTION APPROVING A CITY MANAGER EMPLOYMENT AGREEMENT

Resolution R-16-2011 was presented for passage.

Alderman York moved to approve item **10a. R-16-2011 – A Resolution Approving a City Manager Employment Agreement**. Alderman Healy seconded. Roll call vote:

Ayes: York, Healy, Levin, Kennedy, Morley, Wagner, Mulliner, Pezza, Gutenkauf, Leader, Dunn, Bram, Polomsky, Hipskind

Nays: None

Results: 14 ayes, 0 nays, 0 absent
Motion duly carried

APPOINTMENT

11. a. APPOINTMENT OF INTERIM CITY MANAGER (Mayor DiCianni)

Alderman Wagner moved to appoint Michael D. Kopp Interim City Manager. Alderman Hipskind seconded. Voice vote, unanimous, motion carried.

OTHER BUSINESS

12. None.

ANNOUNCEMENTS

13. City Manager Borchert announced Bike to Work Week begins Monday, June 13, 2011. To kick off the week, Elmhurst resident and Chairman of the DuPage County Board, Dan Cronin will bike to work along the Prairie Path starting at Spring Road. He stated the "bike off" is scheduled to start at 7:00 a.m.

Mayor DiCianni announced the City of Elmhurst received an award from the Conservation Foundation, the 2010 Clean Water Award. The Mayor thanked staff for their work in achieving this award.

Alderman Bram announced he and Alderman Polomsky will host a 3rd Ward Town Hall meeting on Wednesday, June 8, 2011 at 7:00 p.m. at the Elmhurst Public Library.

Alderman Bram commented on the parking reconfiguration at East End Park which will provide additional parking.

Alderman York spoke of the construction and reconfiguration of parking at East End Park, please use common sense and be watchful of the children to ensure their safety.

Alderman York stated he would be biking the Prairie Path alongside Chairman Cronin Monday morning. He stated next week is also Bike to Metra Week. He stated biking information will be provided at the Metra station all next week and representatives will also be at the Farmer's Market answering bike related questions.

Mayor DiCianni announced the Jaycees will be hosting their annual carnival June 10th throughout the weekend. He stated on Saturday morning a Special Kids Day will be held at the Carnival for those with special needs and their families where they can ride for free.

RECOGNITION OF RETIRING CITY MANAGER THOMAS P. BORCHERT

14. Mayor DiCianni thanked City Manager Borchert for his years as Elmhurst City Manager. He stated he is a man of character, honest and a good politician. He stated the City manager always had time for anyone who needed his guidance. The Mayor stated Tom Borchert is a good Christian man.

Mayor DiCianni asked City Manager Borchert to join him at the podium to receive his Distinguished Service Award and medallion.

City Manager Borchert thanked the Mayor, the Council and each one of his staff for their support and team effort. He stated he has been blessed having a job where he enjoyed coming to work nearly every day. The City Manager welcomed Mr. Grabowski and stated he is a very impressive individual and he is sure he will be up for the job awaiting him.

Everyone on the dais thanked his wife, Joannie for her support on this long journey.

From around the dais the City Council thanked Tom Borchert for his service, shared memories of their years working together, and thanked him for the hard work and honesty that has made his 40 years of service to Elmhurst a great one.

ADJOURNMENT

15. Alderman Morley moved to adjourn the meeting. Alderman Levin seconded. Voice vote. Motion carried. Meeting adjourned 9:19 p.m.

Peter P. DiCianni III, Mayor

Patty Spencer, City Clerk

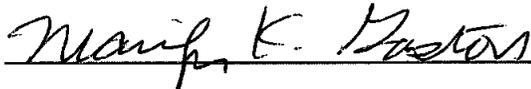
CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

JUNE 20, 2011

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$655,151.25	94,584.06	\$749,735.31
LIBRARY FUND	3,371.84	-	3,371.84
REDEVELOPMENT	7,261.75	75,927.35	83,189.10
B & I 2006 REVENUE BONDS	175.00	-	175.00
MUNICIPAL UTILITY FUND	826,236.28	205.23	826,441.51
PARKING REVENUE SYSTEM FUND	7,401.19	-	7,401.19
POLICE PENSION FUND	12,717.91	-	12,717.91
	<u>1,512,315.22</u>	<u>170,716.64</u>	<u>1,683,031.86</u>

FINANCE REVIEW



CITY MANAGER REVIEW



TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE
CITY COUNCIL AT A MEETING HELD ON JUNE 20, 2011 AND YOU ARE HEREBY
AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

ACCOUNTS PAYABLE INQUIRY

Please submit questions to Marilyn Gaston, Director of Finance and Administration, at marilyn.gaston@elmhurst.org. In addition to your question, include page number, vendor name, and dollar amount. Please submit questions as soon as possible, prior to 8:00 a.m. on the Monday of the City Council meeting, to allow for timely response.

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000009	00	ACE HARDWARE						
275758	002719		01	06/20/2011	110-0094-454.60-32	MEMORIAL DAY PARADE	36.40	
276818	003158		01	06/20/2011	110-5030-421.50-01	NUTS/BOLTS	8.75	
276744	002720		01	06/20/2011	110-6041-432.40-52	MARKING PAINT	6.74	
276754	003159		01	06/20/2011	110-6044-435.40-98	NUTS/BOLTS/SCREWS	1.98	
276833	003161		01	06/20/2011	110-6044-435.40-98	HACK SAW BLADES	7.18	
276588	002455		01	06/20/2011	110-7060-451.40-98	KEYS	5.38	
276618	003160		01	06/20/2011	110-7060-451.50-01	EXTENSION BOXES	5.38	
						VENDOR TOTAL *	71.81	
0010266	00	ACME TRUCK BRAKE & SUPPLY						
1211440097	002569		01	06/20/2011	110-6047-512.50-16	TRK/PARTS F-4	413.10	
						VENDOR TOTAL *	413.10	
0004998	00	ADAMS, MARK						
000059063	UT		01	06/20/2011	510-0000-113.02-00	UB CR REFUND	66.82	
						VENDOR TOTAL *	66.82	
0019010	00	AL PIEMONTE FORD SALES, INC						
503079	002694		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PD-18	7.89	
						VENDOR TOTAL *	7.89	
0003441	00	ALEXANDER CHEMICAL CORP						
0454096-IN	003094		01	06/20/2011	510-6057-502.40-10	SULFUR DIOXIDE	997.00	
						VENDOR TOTAL *	997.00	
0000016	00	ALEXANDER EQPT CO INC						
76555	002859		01	06/20/2011	110-6043-434.50-08	CLAW TEETH/CABLING	289.00	
						VENDOR TOTAL *	289.00	
0016508	00	ALL AMERICAN LANDSCAPING LTD						
2122	002484		01	06/20/2011	110-6043-434.30-34	LAWN MAINT	130.00	
2123	002485		01	06/20/2011	110-6043-434.30-34	LAWN MAINT	130.00	
2124	002486		01	06/20/2011	110-6043-434.30-34	LAWN MAINT	120.00	
						VENDOR TOTAL *	380.00	
0004999	00	ALLIANCE PLBG & SEWER						
MAY 2011	002617		01	06/20/2011	110-4025-424.30-12	PLUMBING INSPECTIONS	3,125.50	
						VENDOR TOTAL *	3,125.50	
0001424	00	ALLIED ELECTRONICS, INC						
63504A-00	002693		01	06/20/2011	110-5030-421.40-98	RESTOCKING SUPPLIES	22.24	
						VENDOR TOTAL *	22.24	
0016250	00	ALLIED GARAGE DOOR INC						
0000017480	002576		01	06/20/2011	110-6047-512.50-01	DOOR REPAIR	237.25	
						VENDOR TOTAL *	237.25	
0000078	00	ALLIED WASTE/REPUBLIC #551						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000078	00	ALLIED WASTE/REPUBLIC #551						
8652872	002727		01	06/20/2011	110-6045-441.30-65	REFUSE COLLECTION	212,255.17	
8652872	002728		01	06/20/2011	110-6045-441.30-83	REFUSE COLLECTION	39,360.00	
0551-008657604	003110		01	06/20/2011	110-6045-441.30-65	WASTE DISPOSAL	2,186.36	
0551-008657376	002729		01	06/20/2011	510-6056-502.30-81	WASTE DISPOSAL	2,104.00	
VENDOR TOTAL *							255,905.53	
0013770	00	ALPINE SAP, INC - CAROL STREAM						
5177	003095		01	06/20/2011	510-6050-501.30-52	RPZ TESTING	1,083.75	
VENDOR TOTAL *							1,083.75	
0005297	00	AMERICAN CHARGE SERVICE						
06/06/2011	003136		01	06/20/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	372.65	
VENDOR TOTAL *							372.65	
0019791	00	AMERICAN PUBLIC WORKS ASSN-KC STREE						
05/26/2011	003119		01	06/20/2011	110-6040-431.60-11	REGISTRATION	10.00	
VENDOR TOTAL *							10.00	
0006708	00	AMLINGS FLOWERLAND						
04142972	003149		01	06/20/2011	110-2007-413.60-23	FLOWER ARRANGEMENT	26.00	
04144229	003150		01	06/20/2011	110-2007-413.60-23	FLOWER ARRANGEMENT	60.94	
VENDOR TOTAL *							86.94	
0012722	00	ARMOR SYSTEMS CORP						
1601	003032		01	06/20/2011	530-0088-503.30-09	PARKING COLLECTIONS	1,777.50	
VENDOR TOTAL *							1,777.50	
0000095	00	AT & T MOBILITY						
287025291896X05002726	002726		01	06/20/2011	110-4020-422.30-75	MONTHLY PHONE	173.51	
287025291896X05002725	002725		01	06/20/2011	110-5030-421.30-75	MONTHLY PHONE	158.51	
VENDOR TOTAL *							332.02	
0012277	00	AT&T						
63094131383002	002446		01	06/20/2011	110-1001-411.30-75	MONTHLY PHONE	11.27	
63094177985546	002623		01	06/20/2011	110-4020-422.30-75	MONTHLY PHONE	80.63	
63094112299292	002448		01	06/20/2011	110-5030-421.30-75	MONTHLY PHONE	27.15	
63083402982045	002447		01	06/20/2011	110-6040-431.30-75	MONTHLY PHONE	69.71	
70822611762223	002443		01	06/20/2011	110-7060-451.30-98	MONTHLY PHONE	115.78	
63083313263643	002444		01	06/20/2011	110-7060-451.30-75	MONTHLY PHONE	33.81	
63094131383002	002445		01	06/20/2011	510-6055-502.30-75	MONTHLY PHONE	11.26	
VENDOR TOTAL *							349.61	
0012291	00	AUTO TECH CENTERS INC						
226498	002691		01	06/20/2011	110-6047-512.50-20	TIRES/PD-5	408.50	
226499	002692		01	06/20/2011	110-6047-512.50-20	TIRES/STOCK	406.00	
VENDOR TOTAL *							814.50	
0007611	00	BARBA, SANDRA B						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0007611	00	BARBA, SANDRA B						
MR Refund		MR	01	06/20/2011	110-0000-115.07-01	BARBA, SANDRA B	25.00	
						VENDOR TOTAL *	25.00	
0008946	00	BARRY NORTH (YO-YO MAN)						
06/21/2011		002459	01	06/20/2011	110-7060-451.60-65	SPEAKER	300.00	
						VENDOR TOTAL *	300.00	
0018177	00	BARTELS CONSULTING, KEN						
06/09/2011		003026	01	06/20/2011	110-1001-411.30-12	PROFESSIONAL SVCS	652.50	
06/09/2011		003027	01	06/20/2011	110-3015-414.30-12	PROFESSIONAL SVCS	2,610.00	
06/09/2011		003025	01	06/20/2011	110-7060-451.30-12	PROFESSIONAL SVCS	1,957.50	
						VENDOR TOTAL *	5,220.00	
0013718	00	BENES, JAMES J, & ASSOCS, INC						
1091 100		003179	01	06/20/2011	110-6040-431.30-26	PROF ENG SVCS	407.10	
1091 194		003180	01	06/20/2011	110-6040-431.30-26	PROF ENG SVCS	81.42	
1091 195		003181	01	06/20/2011	110-6040-431.30-26	PROF ENG SVCS	325.68	
						VENDOR TOTAL *	814.20	
0013075	00	BERKELEY TRUCKING INC						
35601		002465	01	06/20/2011	510-6052-501.40-57	STONE	652.63	
35608		002909	01	06/20/2011	510-6052-501.40-57	STONE	2,109.03	
						VENDOR TOTAL *	2,761.66	
0010307	00	BEST QUALITY CLEANING INC						
42009		002505	01	06/20/2011	110-6046-418.30-14	CLEANING SVCS	5,586.00	
42009		002506	01	06/20/2011	510-6057-502.30-14	CLEANING SVCS	320.00	
						VENDOR TOTAL *	5,906.00	
0007611	00	BONAFEDE, ROSE LOUISE						
MR Refund		MR	01	06/20/2011	110-0000-115.07-01	BONAFEDE, ROSE LOUISE	25.00	
						VENDOR TOTAL *	25.00	
0015915	00	BORDEN DECAL CO						
00079038		003040	01	06/20/2011	110-6040-431.40-65	VEHICLE STICKERS	1,116.00	
						VENDOR TOTAL *	1,116.00	
0001899	00	BRISTOL HOSE & FITTING MAIN WAREHSE						
00269541		002566	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW143	38.99	
00269560		002567	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW52	169.72	
00269570		002568	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW198	25.05	
00269810		002688	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW198	61.90	
00270263		002689	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW143	20.88	
00269919		002690	01	06/20/2011	110-6047-512.50-16	RETURNED MERCHANDISE	2.40	
						VENDOR TOTAL *	314.14	
0007057	00	BROADCAST PRODUCTION SERVICES INC						
05/16-05/31/11		002442	01	06/20/2011	110-0086-453.30-52	CATV PROF SVCS	1,253.50	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0007057	00	BROADCAST PRODUCTION SERVICES INC						
						VENDOR TOTAL *	1,253.50	
0019796	00	BUBLITZ, DAVID						
06/10/2011		003139	01	06/20/2011	510-6050-501.60-11	EXPENSE REIMBURSEMENT	295.00	
						VENDOR TOTAL *	295.00	
0007611	00	BUCHOLZ, CATHERINE						
MR Refund		MR	01	06/20/2011	110-0000-115.07-01	BUCHOLZ, CATHERINE	25.00	
						VENDOR TOTAL *	25.00	
0000084	00	BURGIN, DENNIS						
05/16-05/31/11		002440	01	06/20/2011	110-0086-453.30-52	CATV PROF SVCS	832.50	
						VENDOR TOTAL *	832.50	
0010310	00	BURROUGHS, MICHAEL						
05/22-05/27/11		002582	01	06/20/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	61.00	
05/22-05/27/11		002583	01	06/20/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	492.67	
05/31-06/02/11		002824	01	06/20/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	58.00	
05/31-06/02/11		002826	01	06/20/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	177.34	
						VENDOR TOTAL *	789.01	
0009267	00	C J C AUTO PARTS & TIRES						
741314		002695	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW198	16.52	
						VENDOR TOTAL *	16.52	
0018709	00	CALDWELL, PAT - PETTY CASH						
05/03-06/07/11		003120	01	06/20/2011	110-0086-453.40-98	PETTY CASH REIMBURSEMENT	11.98	
05/03-06/07/11		003121	01	06/20/2011	110-1001-411.60-11	PETTY CASH REIMBURSEMENT	18.16	
05/03-06/07/11		003122	01	06/20/2011	110-2007-413.40-98	PETTY CASH REIMBURSEMENT	27.23	
05/03-06/07/11		003123	01	06/20/2011	110-2007-413.60-98	PETTY CASH REIMBURSEMENT	4.30	
05/03-06/07/11		003124	01	06/20/2011	110-2007-413.40-98	PETTY CASH REIMBURSEMENT	14.23	
05/03-06/07/11		003125	01	06/20/2011	110-6040-431.60-37	PETTY CASH REIMBURSEMENT	50.00	
05/03-06/07/11		003127	01	06/20/2011	510-6050-501.60-37	PETTY CASH REIMBURSEMENT	50.00	
05/03-06/07/11		003126	01	06/20/2011	530-0000-341.50-01	PETTY CASH REIMBURSEMENT	3.00	
						VENDOR TOTAL *	178.90	
0005661	00	CARGILL INC						
83615		009982	01	04/18/2011	110-6042-433.40-46	RETURNED MERCHANDISE	6,625.03-	
105487819		002109	01	05/31/2011	110-6042-433.40-46	RETURNED MERCHANDISE	6,625.03-	
105487819		003176	01	06/20/2011	110-6042-433.40-46	SALT	6,625.03	
105487819		003177	01	06/20/2011	110-6042-433.40-46	SALT	6,625.03	
						VENDOR TOTAL *	.00	
0008716	00	CASE LOTS INC						
032551		003167	01	06/20/2011	110-4020-422.40-24	SUPPLIES	17.98	
032551		003168	01	06/20/2011	110-6041-432.40-98	SUPPLIES	17.96	
032551		003169	01	06/20/2011	110-6043-434.40-98	SUPPLIES	17.96	
032551		003170	01	06/20/2011	110-6044-435.40-98	SUPPLIES	17.96	

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0008716	00	CASE LOTS INC					
032551	003171		01 06/20/2011	110-6046-418.40-24	SUPPLIES	17.96	
032551	003172		01 06/20/2011	110-6047-512.40-24	SUPPLIES	17.96	
032551	003173		01 06/20/2011	510-6052-501.40-98	SUPPLIES	17.96	
032551	003174		01 06/20/2011	510-6057-502.40-24	SUPPLIES	17.96	
VENDOR TOTAL *						143.70	
0018865	00	CASTLE CHEVROLET					
124851	002687		01 06/20/2011	110-6047-512.50-16	TRK/PARTS F-5	225.00	
VENDOR TOTAL *						225.00	
0013254	00	CCP INDUSTRIES INC					
IN00703235	003142		01 06/20/2011	110-6041-432.40-62	SUPPLIES	166.93	
IN00703235	003143		01 06/20/2011	510-6052-501.40-62	SUPPLIES	166.93	
VENDOR TOTAL *						333.86	
0016322	00	CEASAR, ADAM					
05/16-05/31/11	002437		01 06/20/2011	110-0086-453.30-52	CATV PROF SVCS	362.50	
VENDOR TOTAL *						362.50	
0014402	00	CHICAGO PARTS & SOUND LLC					
397940	002470		01 06/20/2011	110-6047-512.50-16	PARTS/SUPPLIES	210.42	
VENDOR TOTAL *						210.42	
0002348	00	CISZEWSKI, ARTHUR					
05/31/2011	002817		01 06/20/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	39.24	
VENDOR TOTAL *						39.24	
0018608	00	CITY OF NORTHLAKE					
16	002463		01 06/20/2011	110-6040-431.30-26	ENGINEERING	3,610.03	
VENDOR TOTAL *						3,610.03	
0000114	00	COM ED					
8409121006	002628		01 06/20/2011	110-4022-423.30-24	MONTHLY ELECTRIC	31.51	
6729081007	002874		01 06/20/2011	110-4022-423.30-24	MONTHLY ELECTRIC	21.34	
8327608004	002875		01 06/20/2011	110-4022-423.30-24	MONTHLY ELECTRIC	31.34	
0055090072	002624		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	22.53	
0809054019	002625		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	879.13	
8157271002	002626		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	285.68	
8234047019	002627		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	70.29	
8075341005	002629		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	25.17	
1843000001	002876		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	149.01	
8577601004	002878		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	15.31	
8745266002	002879		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	28.95	
8745264008	002880		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	15.31	
8577587009	002881		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	15.31	
6981441003	002882		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	311.22	
6897727003	002883		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	127.99	
8745265005	002885		01 06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	282.60	

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000114	00	COM ED						
8661049027	002886		01	06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	22.21	
7065190004	002887		01	06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	179.63	
8634040009	002888		01	06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	15.54	
4163053034	002890		01	06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	93.72	
4609164001	002891		01	06/20/2011	110-6044-435.30-24	MONTHLY ELECTRIC	868.50	
8661158012	002889		01	06/20/2011	110-6046-418.30-24	MONTHLY ELECTRIC	247.99	
8661186016	002877		01	06/20/2011	530-0088-503.30-24	MONTHLY ELECTRIC	968.88	
8745412004	002884		01	06/20/2011	530-0088-503.30-24	MONTHLY ELECTRIC	58.02	
VENDOR TOTAL *							4,767.18	
0012506	00	COM ED ENERGY DELIVERY OPS CTR						
2399-10	002608		01	06/06/2011	110-6043-434.30-22	PRIVATE TREE REMOVAL/TRIM	CHECK #: 146195	8,823.00
VENDOR TOTAL *							.00	8,823.00
0019776	00	COMCAST PROGRAMMING DEPT						
0001	002462		01	06/20/2011	110-0086-453.40-66	DV CAM TAPES	174.00	
VENDOR TOTAL *							174.00	
0006475	00	COMMUNICATIONS DIRECT INC						
SR95461	002848		01	06/20/2011	110-5030-421.30-98	MONTHLY MAINT FEE	812.00	
VENDOR TOTAL *							812.00	
0012492	00	CONNEY SAFETY PRODUCTS						
03924933	002494		01	06/20/2011	110-6041-432.40-98	SUPPLIES	17.98	
03924933	002495		01	06/20/2011	110-6043-434.40-98	SUPPLIES	17.97	
03924933	002496		01	06/20/2011	110-6044-435.40-98	SUPPLIES	17.97	
03924933	002500		01	06/20/2011	110-6046-418.40-98	SUPPLIES	75.38	
03924933	002497		01	06/20/2011	110-6047-512.40-98	SUPPLIES	17.97	
03924933	002498		01	06/20/2011	510-6052-501.40-98	SUPPLIES	17.97	
03924933	002499		01	06/20/2011	510-6057-502.40-98	SUPPLIES	17.97	
VENDOR TOTAL *							183.21	
0004107	00	CONTINENTAL WEATHER SERVICE						
11591	002716		01	06/20/2011	110-6042-433.30-72	MONTHLY WEATHER FORECAST	170.00	
VENDOR TOTAL *							170.00	
0004998	00	CONVERSE, MARK						
000039085	UT		01	06/20/2011	510-0000-113.02-00	UB CR REFUND	88.54	
VENDOR TOTAL *							88.54	
0009471	00	COSTCO - OAKBROOK						
05312011	002415		01	05/31/2011	110-2006-413.40-33	SUPPLIES	CHECK #: 145391	88.21
05312011	002416		01	05/31/2011	110-4020-422.40-98	SUPPLIES	CHECK #: 145391	103.18
05312011	002417		01	05/31/2011	110-4020-422.40-24	SUPPLIES	CHECK #: 145391	55.16
05312011	002418		01	05/31/2011	110-5030-421.40-98	SUPPLIES	CHECK #: 145391	103.18
05312011	002419		01	05/31/2011	110-6041-432.40-98	SUPPLIES	CHECK #: 145391	88.21
05312011	002420		01	05/31/2011	110-6043-434.40-98	SUPPLIES	CHECK #: 145391	88.21
05312011	002421		01	05/31/2011	110-6044-435.40-98	SUPPLIES	CHECK #: 145391	88.21

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0009471	00	COSTCO - OAKBROOK						
05312011	002422			01 05/31/2011	110-6046-418.40-98	SUPPLIES	CHECK #: 145391	88.21
05312011	002423			01 05/31/2011	110-6047-512.40-98	SUPPLIES	CHECK #: 145391	88.21
05312011	002424			01 05/31/2011	510-6052-501.40-98	SUPPLIES	CHECK #: 145391	88.20
05312011	002425			01 05/31/2011	510-6057-502.40-98	SUPPLIES	CHECK #: 145391	88.20
VENDOR TOTAL *							.00	967.18
0019787	00	DAUDELIN, PAUL/ELIZABETH						
25916	002732			01 06/20/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	525.00	
VENDOR TOTAL *							525.00	
0010278	00	DAVIDSON, ERIC						
05/24/2011	002554			01 06/20/2011	110-4020-422.60-98	EXPENSE REIMBURSEMENT	49.00	
VENDOR TOTAL *							49.00	
0019606	00	DC SPINAL WELLNESS & SPORTS REHAB						
05/23/2011	003130			01 06/20/2011	110-4020-422.60-98	TRAINING CLASS	600.00	
VENDOR TOTAL *							600.00	
0016221	00	DEKASHA, ELI G						
JAN-DEC 2010	002479			01 06/20/2011	110-0000-313.03-03	UTILITY TAX REBATE	15.44	
VENDOR TOTAL *							15.44	
0007611	00	DEWITT, ERIC						
MR Refund	MR			01 06/20/2011	110-0000-115.07-01	DEWITT, ERIC	25.00	
VENDOR TOTAL *							25.00	
0018318	00	DICIANNI, III, PETER P						
05/24-05/25/11	002580			01 06/20/2011	110-1001-411.60-11	EXPENSE REIMBURSEMENT	669.12	
VENDOR TOTAL *							669.12	
0017351	00	DON-EZ SERVICES, INC						
5051	002481			01 06/20/2011	110-6043-434.30-34	LAWN MAINT	130.00	
5052	002482			01 06/20/2011	110-6043-434.30-34	LAWN MAINT	130.00	
5053	002483			01 06/20/2011	110-6043-434.30-34	LAWN MAINT	130.00	
VENDOR TOTAL *							390.00	
0012020	00	DOTSON, SHARON						
257 MAPLE	003197			01 06/20/2011	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	5,000.00	
VENDOR TOTAL *							5,000.00	
0001763	00	DUBIEL, BRUCE B						
05/31/2011	002507			01 06/20/2011	110-4025-424.60-11	EXPENSE REIMBURSEMENT	79.00	
VENDOR TOTAL *							79.00	
0015269	00	DUFFY, JOSHUA						
06/01/2011	002519			01 06/20/2011	110-5030-421.60-14	EXPENSE REIMBURSEMENT	55.03	
VENDOR TOTAL *							55.03	
0007877	00	DUNGEY, PAT-ADMIN						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007877	00	DUNGEY, PAT-ADMIN						
05312011		002604		01 06/02/2011	110-0000-371.20-00	REIMBURSEMENT OF PREMIUMS	CHECK #: 146194	547.68
05312011		002606		01 06/02/2011	110-0000-371.21-00	REIMBURSEMENT OF PREMIUMS	CHECK #: 146194	39.26
05312011		002605		01 06/02/2011	510-0000-371.20-00	REIMBURSEMENT OF PREMIUMS	CHECK #: 146194	28.83
VENDOR TOTAL *							.00	615.77
0000624	00	DUPAGE CNTY CLERK						
R NICHOLAS		002588		01 06/20/2011	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
B FIORINI		002589		01 06/20/2011	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
M CAMPISE		002590		01 06/20/2011	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
J WEATHERFORD		002591		01 06/20/2011	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
J DICKINSON		003131		01 06/20/2011	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
VENDOR TOTAL *							50.00	
0014421	00	DUPAGE COUNTY DEPT OF ECONOMIC						
060611		002622		01 06/06/2011	110-6048-513.80-25	WETLAND SUBMITTAL FEE	CHECK #: 146197	200.00
VENDOR TOTAL *							.00	200.00
0000164	00	DUPAGE MATERIALS CO						
65539MB		002827		01 06/20/2011	110-6041-432.40-02	ASPHALT	155.04	
65547MB		002829		01 06/20/2011	110-6041-432.40-02	ASPHALT	310.08	
65567MB		003144		01 06/20/2011	110-6041-432.40-02	ASPHALT	258.06	
65582MB		003145		01 06/20/2011	110-6041-432.40-02	ASPHALT	98.43	
65598MB		003146		01 06/20/2011	110-6041-432.40-02	ASPHALT	258.57	
VENDOR TOTAL *							1,080.18	
0000165	00	DUPAGE MAYORS & MANAGERS CONFERENCE						
6692		002593		01 06/20/2011	110-1001-411.60-37	MEMBERSHIP	36,776.40	
6692		002594		01 06/20/2011	110-1001-411.60-37	DEBT SVC	7,209.74	
VENDOR TOTAL *							43,986.14	
0000169	00	DUPAGE WATER COMMISSION						
09178		003031		01 06/20/2011	510-6050-501.90-90	FIXED COST ASSESSMENT	31,462.23	
09178		003030		01 06/20/2011	510-6051-501.30-20	WATER CONSUMPTION	263,121.24	
VENDOR TOTAL *							294,583.47	
0004700	00	E H WACHS						
INV064283		003039		01 06/20/2011	510-6056-502.50-08	VALVE MACHINE REPAIR	621.90	
VENDOR TOTAL *							621.90	
0009707	00	E J EQUIPMENT INC						
0044936		002912		01 06/20/2011	510-6056-502.40-98	FLUSHER NOZZLES	3,689.85	
0044999		002913		01 06/20/2011	510-6056-502.40-98	FLUSHER NOZZLES	1,895.50	
VENDOR TOTAL *							5,585.35	
0014731	00	ECS						
08-3695		002896		01 06/20/2011	110-1001-411.20-07	CHECKS/BANKING FEE	.23	
08-3695		002897		01 06/20/2011	110-4020-422.20-07	CHECKS/BANKING FEE	30.60	
08-3695		002895		01 06/20/2011	110-5030-421.20-07	W/C CLAIMS	725.00	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0014731	00	ECS						
08-3695		002898	01	06/20/2011	110-5030-421.20-07	CHECKS/BANKING FEE	62.78	
08-3695		002899	01	06/20/2011	110-6040-431.20-07	CHECKS/BANKING FEE	118.58	
08-3695		002900	01	06/20/2011	510-6050-501.20-07	CHECKS/BANKING FEE	10.13	
08-3695		002901	01	06/20/2011	510-6055-502.20-07	CHECKS/BANKING FEE	2.68	
VENDOR TOTAL *							950.00	
0009479	00	ELGIN SWEEPING SERVICES, INC						
2638A		002721	01	06/20/2011	110-6041-432.30-98	STREET SWEEPING	1,669.85	
VENDOR TOTAL *							1,669.85	
0006623	00	ELMHURST ART MUSEUM						
08-203158		003033	01	06/20/2011	110-0000-220.90-00	EXPENSE REIMBURSEMENT/	1,191.00	
VENDOR TOTAL *							1,191.00	
0000177	00	ELMHURST CHAMBER OF COMMERCE						
05/31/2011		002478	01	06/20/2011	110-0094-454.60-32	MEMORIAL DAY PARADE/REIMB	630.80	
VENDOR TOTAL *							630.80	
0001579	00	ELMHURST CITY CENTRE						
6/1/2011		002597	01	06/09/2011	110-0000-311.01-52	RE TAX DIST - SSA #6	CHECK #:	146193
6/1/2011		002598	01	06/09/2011	110-0000-311.01-53	RE TAX DIST - SSA #7	CHECK #:	146193
6/1/2011		002600	01	06/09/2011	310-0089-461.60-61	TIF I CONTRIB TO SSA #6	CHECK #:	146193
6/1/2011		002601	01	06/09/2011	310-0089-461.60-61	TIF I CONTRIB TO SSA #7	CHECK #:	146193
VENDOR TOTAL *							.00	135,959.69
0014621	00	ELMHURST CLAIMS ACCOUNT - CLAIM SVC						
7504366944		002427	01	06/20/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	2,260.94	
7504366944		002618	01	06/20/2011	110-4020-422.20-07	SELF INSURED LOSS FUND	59.30	
7504366944		002428	01	06/20/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	1,612.60	
7504366944		002619	01	06/20/2011	110-5030-421.20-07	SELF INSURED LOSS FUND	366.78	
7504366944		002429	01	06/20/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	3,447.98	
7504366944		002620	01	06/20/2011	110-6040-431.20-07	SELF INSURED LOSS FUND	887.72	
7504366944		002621	01	06/20/2011	510-6050-501.20-07	SELF INSURED LOSS FUND	164.16	
VENDOR TOTAL *							8,799.48	
0018248	00	ELMHURST CLAIMS ACCT (NOVAPRO)						
7504366944		002865	01	06/20/2011	110-0082-416.60-02	SELF INSURED LOSS FUND	282.86	
7504366944		002866	01	06/20/2011	110-0082-416.60-28	SELF INSURED LOSS FUND	17,308.46	
VENDOR TOTAL *							17,591.32	
0015836	00	ELMHURST INDEPENDENT - ROCK VALLEY						
820028		002487	01	06/20/2011	110-3015-414.30-54	LEGAL NOTICE	42.75	
821157		002703	01	06/20/2011	110-3015-414.30-54	LEGAL NOTICE	69.75	
VENDOR TOTAL *							112.50	
0017934	00	ELMHURST MEMORIAL OCCUP CAROL STRM						
64052		002630	01	06/20/2011	110-2007-413.30-47	RESPIRATORY QUESTIONNAIRE	180.00	
64005		002631	01	06/20/2011	110-2007-413.30-47	DRUG SCREEN/PHYSICAL	2,175.00	

BANK: 01

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0017934	00	ELMHURST MEMORIAL OCCUP CAROL STRM						
						VENDOR TOTAL *	2,355.00	
0010320 04/28/2011	00	ELMHURST PLACE APARTMENTS 002713		01 06/20/2011	110-6046-418.50-01	REIMBURSEMENT/PLOW DAMAGE	250.00	
						VENDOR TOTAL *	250.00	
0017744 38985	00	ENTERSECT CORP 003049		01 06/20/2011	110-5030-421.30-98	MONTHLY SVC	84.95	
						VENDOR TOTAL *	84.95	
0011437 500000600481 500000600481 500000600501 500000600481 500000600501 500000600481 500000600481	00	EXELON ENERGY COMPANY 003186 003188 002872 003185 002873 003184 003187		01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011	110-6041-432.30-24 110-6044-435.30-24 510-6051-501.30-24 510-6051-501.30-24 510-6052-501.30-24 510-6057-502.30-24 530-0088-503.30-24	MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC MONTHLY ELECTRIC	540.58 410.99 151.91 30.13 4,373.86 36,535.83 1,720.98	
						VENDOR TOTAL *	43,764.28	
0017007 2478175-00 2388320-00 2472419-00 2480209-00	00	FACILITY SOLUTIONS GROUP 002493 003096 003097 003152		01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011	110-6044-435.40-98 110-6044-435.40-28 110-6044-435.40-28 110-6044-435.40-98	SUPPLIES LUMINARIES LUMINARIES BALLIST KIT	233.95 2,115.40 3,667.35 256.72	
						VENDOR TOTAL *	6,273.42	
0007611 MR Refund	00	FEDERIGHI, EMILY MR		01 06/20/2011	110-0000-115.07-01	FEDERIGHI, E	50.00	
						VENDOR TOTAL *	50.00	
0013212 7-513-80944	00	FEDEX 003148		01 06/20/2011	110-2007-413.30-49	SHIPPING FEE	22.52	
						VENDOR TOTAL *	22.52	
0012480 339530	00	FELLER BUSINESS SOLUTIONS 002579		01 06/20/2011	110-3015-414.40-33	PARTITION FOLDERS	79.99	
						VENDOR TOTAL *	79.99	
0000648 83390	00	FILTER RENU OF ILLINOIS, INC 003109		01 06/20/2011	110-6047-512.50-02	FILTER RENEWED	9.31	
						VENDOR TOTAL *	9.31	
0013587 MAY 2011 MAY 2011	00	FINDZALL COMMUNITY MARKETING 003028 003029		01 06/20/2011 01 06/20/2011	110-3015-414.30-12 310-0089-461.30-52	CONSULTING SVCS CONSULTING SVCS	2,465.00 1,083.75	
						VENDOR TOTAL *	3,548.75	
0005438	00	FLEET SAFETY SUPPLY						

PREPARED 06/13/2011, 14:28:26
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 06/20/2011 CHECK DATE: 06/23/2011

BANK: 01

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005438 52902	00	FLEET SAFETY SUPPLY 002685	01 06/20/2011	110-5030-421.80-06	SET UP NEW VEHICLE/PD-2	56.12	
					VENDOR TOTAL *	56.12	
0000220 1A6786 1A6786 1A5578	00	FLESCH CO INC, GORDON 002450 002451 002452	01 06/20/2011 01 06/20/2011 01 06/20/2011	110-2006-413.30-21 110-4020-422.30-21 110-5030-421.30-21	COPIER MAINT COPIER MAINT COPIER MAINT	78.00 78.00 476.01	
					VENDOR TOTAL *	632.01	
0017843 9004-2	00	FLUIDCLARITY 003054	01 06/20/2011	110-6040-431.30-26	ENG SVCS REVIEW	537.84	
					VENDOR TOTAL *	537.84	
0017446 61-124789	00	FMP - FACTORY MOTOR PARTS 002575	01 06/20/2011	110-6047-512.50-16	TRK/PARTS F-17	14.71	
					VENDOR TOTAL *	14.71	
0002222 05/16-05/31/11	00	FORESMAN, RICH 002435	01 06/20/2011	110-0086-453.30-52	CATV PROF SVCS	338.00	
					VENDOR TOTAL *	338.00	
0012959 624427	00	FOX VALLEY FIRE & SAFETY 003151	01 06/20/2011	110-4021-425.50-98	FIRE ALARM REPAIR	168.00	
					VENDOR TOTAL *	168.00	
0014041 05/16-05/31/11	00	FUNCHESS, WILLIAM 002430	01 06/20/2011	110-0086-453.30-52	CATV PROF SVCS	154.00	
					VENDOR TOTAL *	154.00	
0003749 0000015950	00	G M MOUNTING & LAMINATING, INC 002704	01 06/20/2011	110-6047-512.50-16	MANUALS	6.72	
					VENDOR TOTAL *	6.72	
0008274 623653MB 623718MB 623770MB	00	GALLAGHER MATERIALS, INC 002860 002861 002862	01 06/20/2011 01 06/20/2011 01 06/20/2011	110-6041-432.40-02 110-6041-432.40-02 110-6041-432.40-02	ASPHALT ASPHALT ASPHALT	2,193.48 2,229.12 2,208.60	
					VENDOR TOTAL *	6,631.20	
0019250 R17472	00	GEN POWER, INC 003089	01 06/20/2011	510-6057-502.50-08	GENERATOR RENTAL	613.80	
					VENDOR TOTAL *	613.80	
0016257 2011/2012	00	GOVERNMENT FINANCE OFFICERS ASSN 002426	01 06/02/2011	110-2006-413.60-98	AWARD PROGRAM FEE	CHECK #: 146192	550.00
					VENDOR TOTAL *	.00	550.00
0011686	00	GRAND AUTO PARTS					

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0011686	00	GRAND AUTO PARTS						
168675	002570		01	06/20/2011	110-6047-512.50-16	TRK/PARTS T-4	41.35	
168632	002571		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW105	4.62	
168629	002572		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW105	314.61	
168667	002573		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW143	13.50	
168752	002574		01	06/20/2011	110-6047-512.50-16	RETURNED MERCHANDISE	117.40	
169028	002680		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PD-34	99.00	
168839	002681		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PD-2	6.97	
168987	002682		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PD-48	25.00	
168838	002683		01	06/20/2011	110-6047-512.50-16	TRK/PARTS F-5	39.00	
168859	002684		01	06/20/2011	110-6047-512.50-16	TRK/PARTS F-5	57.20	
VENDOR TOTAL *							483.85	
0009312	00	GREEN SUPPLY INC (GSI)						
5475980	002706		01	06/20/2011	110-4020-422.40-98	SUPPLIES	8.00	
5475980	002705		01	06/20/2011	110-5030-421.40-98	SUPPLIES	64.01	
5475980	002707		01	06/20/2011	110-6041-432.40-98	SUPPLIES	1.60	
5475980	002708		01	06/20/2011	110-6043-434.40-98	SUPPLIES	1.60	
5475980	002709		01	06/20/2011	110-6044-435.40-98	SUPPLIES	1.60	
5475980	002710		01	06/20/2011	110-6046-418.40-98	SUPPLIES	1.60	
5475980	002711		01	06/20/2011	110-6047-512.40-98	SUPPLIES	1.60	
VENDOR TOTAL *							80.01	
0012031	00	HAGG PRESS						
41319	002847		01	06/20/2011	110-1001-411.60-40	NEWSLETTER PRINTING	2,596.61	
VENDOR TOTAL *							2,596.61	
0005803	00	HARRISON, JONATHAN						
05/16-05/31/11	002438		01	06/20/2011	110-0086-453.30-52	CATV PROF SVCS	490.00	
VENDOR TOTAL *							490.00	
0015904	00	HD SUPPLY WATERWORKS, LTD						
2935053	002914		01	06/20/2011	510-6052-501.40-23	2011 FIRE HYDRANT REPLACE	32,870.00	
2946714	002915		01	06/20/2011	510-6052-501.40-23	2011 FIRE HYDRANT REPLACE	51,672.00	
VENDOR TOTAL *							84,542.00	
0007611	00	HENDRICKS, TIMOTHY F						
MR Refund	MR		01	06/20/2011	110-0000-115.07-01	HENDRICKS, TIMOTHY F	25.00	
VENDOR TOTAL *							25.00	
0000129	00	HERITAGE CRYSTAL CLEAN, LLC						
11734840	002564		01	06/20/2011	110-6047-512.40-98	PARTS CLEANER	179.72	
VENDOR TOTAL *							179.72	
0017387	00	HEUSER, DAN						
05/16-05/31/11	002432		01	06/20/2011	110-0086-453.30-52	CATV PROF SVCS	212.50	
VENDOR TOTAL *							212.50	
0006864	00	HOME DEPOT 1919-NORTHLAKE						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0006864	00	HOME DEPOT		1919-NORTHLAKE				
025525/0093070	003154		01	06/20/2011	110-7060-451.50-01	OUTLET BOXES	5.29	
							VENDOR TOTAL *	5.29
0012341	00	HOME DEPOT		1982-OAKBROOK TERR				
027239/8015305	002722		01	06/20/2011	110-6041-432.40-44	BITS	44.92	
001261/3015888	002723		01	06/20/2011	110-6041-432.40-98	MAILBOX REPAIR	115.78	
							VENDOR TOTAL *	160.70
0007611	00	HOMMOWUN, KENNETH W						
MR Refund	MR		01	06/20/2011	110-0000-115.07-01	HOMMOWUN, KENNETH W	25.00	
							VENDOR TOTAL *	25.00
0019783	00	HOSKINS CHEVROLET INC						
15966	002610		01	06/06/2011	110-5030-421.80-06	PD-2 REPLACEMENT	CHECK #: 146196	24,297.00
							VENDOR TOTAL *	.00
0000799	00	HUNTER & ASSOCS, INC, F L						
27276	003051		01	06/20/2011	110-1003-412.30-52	APPLICANT LD EXAMS	1,950.00	
27277	003052		01	06/20/2011	110-1003-412.30-52	APPLICANT LD EXAMS	1,810.00	
27278	003053		01	06/20/2011	110-1003-412.30-52	APPLICANT LD EXAMS	1,350.00	
							VENDOR TOTAL *	5,110.00
0007329	00	IKON OFFICE SOLUTIONS						
5018552001	002449		01	06/20/2011	110-2007-413.30-21	COPIER MAINT	1,515.95	
							VENDOR TOTAL *	1,515.95
0004495	00	IL CRANE, INC						
0082132-IN	003090		01	06/20/2011	510-6052-501.50-18	ANNUAL HOIST/CRANE INSPEC	560.00	
0082132-IN	003091		01	06/20/2011	510-6057-502.50-01	ANNUAL HOIST/CRANE INSPEC	560.00	
							VENDOR TOTAL *	1,120.00
0016223	00	IL FIRE SVC ADMIN PROFESSIONALS						
2011-2012	003115		01	06/20/2011	110-4020-422.60-37	MEMBERSHIP	55.00	
							VENDOR TOTAL *	55.00
0000291	00	IL SEC OF STATE - TITLE APPLIC FEES,CK GRP-1						
CASE #10-052669002518			01	06/20/2011	110-5030-421.60-27	TITLE APPLICATION FEE	95.00	
							VENDOR TOTAL *	95.00
0011765	00	IL STATE TREASURER-INSURANCE DIV						
F36722	002611		01	06/20/2011	760-0000-491.60-59	ANNUAL COMPLIANCE FEE	8,000.00	
							VENDOR TOTAL *	8,000.00
0004409	00	ILLINI POWER PRODUCTS						
R08330	003088		01	06/20/2011	510-6052-501.50-18	GENERATOR MAINT	2,750.00	
							VENDOR TOTAL *	2,750.00
0013660	00	INFOTRACK INFORMATION SERVICES, INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0013660	00	INFOTRACK INFORMATION SERVICES, INC						
43908		002661	01	06/20/2011	110-1001-411.30-52	BACKGROUND CHECKS	380.00	
43899		002698	01	06/20/2011	110-2007-413.60-42	BACKGROUND CHECKS	240.00	
						VENDOR TOTAL *	620.00	
0001896	00	INSITUFORM TECHNOLOGIES USA INC						
90295		003192	01	06/20/2011	510-6056-502.80-13	SEWER CIPP LINING PROJECT	176,007.75	
						VENDOR TOTAL *	176,007.75	
0010731	00	INTERSTATE BATTERY SYSTEM OF						
130055210		002521	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW150	30.00	
130055288		002522	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW198	325.90	
70452		002563	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW133	30.00	
130055310		002696	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW198	325.90	
130055345		002697	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW198	325.90	
						VENDOR TOTAL *	1,037.70	
0015292	00	INTL CODE COUNCIL - MEMBERSHIPS						
2836701		003118	01	06/20/2011	110-4025-424.60-37	MEMBERSHIP	50.00	
						VENDOR TOTAL *	50.00	
0009823	00	INTL CODE COUNCIL-ACCTS RECEIVABLE						
INV0024726		003116	01	06/20/2011	110-4025-424.40-12	CODE BOOK	105.75	
						VENDOR TOTAL *	105.75	
0000976	00	JIM'S TOWING,CK GRP-1						
94076		002852	01	06/20/2011	110-5030-421.60-27	TOWING SVC/CASE#11-018679	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-2						
94520		002853	01	06/20/2011	110-5030-421.60-27	TOWING SVC/CASE#11-018416	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-3						
94538		002854	01	06/20/2011	110-5030-421.60-27	TOWING SVC/CASE#11-019196	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-4						
94421		002855	01	06/20/2011	110-5030-421.60-27	TOWING SVC/CASE#11-018487	350.00	
						VENDOR TOTAL *	350.00	
0000976	00	JIM'S TOWING,CK GRP-5						
94542		002856	01	06/20/2011	110-5030-421.60-27	TOWING SVC/CASE#11-019323	350.00	
						VENDOR TOTAL *	350.00	
0019772	00	JOHNSON, COLLEEN						
163 CHANDLER		002476	01	06/20/2011	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	3,280.00	
						VENDOR TOTAL *	3,280.00	
0000314	00	KALE UNIFORMS						

BANK: 01

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000314	00	KALE UNIFORMS						
555762		002512	01	06/20/2011	110-5030-421.40-11	UNIFORM SUPPLIES	59.00	
555761		002513	01	06/20/2011	110-5030-421.40-11	UNIFORM SUPPLIES	59.00	
555760		002514	01	06/20/2011	110-5030-421.40-11	UNIFORM SUPPLIES	65.00	
VENDOR TOTAL *							183.00	
0009990	00	KANE COUNTY CLERK						
M MCLEAN		002592	01	06/20/2011	110-5030-421.60-37	NOTARY CERTIFICATE	10.00	
VENDOR TOTAL *							10.00	
0019654	00	KANE, MCKENNA & ASSOCIATES INC						
10425		002730	01	06/20/2011	110-3015-414.30-52	PROFESSIONAL SVCS	1,912.50	
10424		002731	01	06/20/2011	110-3015-414.30-52	PROFESSIONAL SVCS	1,731.25	
VENDOR TOTAL *							3,643.75	
0000318	00	KARA CO INC						
268547		003114	01	06/20/2011	110-6040-431.40-98	TOOL	2.99	
268547		003113	01	06/20/2011	510-6050-501.40-98	TOOL	2.99	
VENDOR TOTAL *							5.98	
0007611	00	KATCHEN, MARTIN						
AT11-18271		003086	01	06/20/2011	110-0000-115.07-02		500.00	
VENDOR TOTAL *							500.00	
0011896	00	KIMBALL MIDWEST						
1979214		002678	01	06/20/2011	110-6047-512.50-16	TRK/PARTS TRK#2	52.82	
VENDOR TOTAL *							52.82	
0015276	00	KING, DAVID & ASSOCS, INC						
3896		002503	01	06/20/2011	110-6046-418.60-69	MANAGEMENT FEES	1,572.92	
3895		002504	01	06/20/2011	310-0089-461.30-52	MANAGEMENT FEES	1,000.00	
3902		002916	01	06/20/2011	310-0089-461.30-52	PROFESSIONAL SVCS	1,978.00	
VENDOR TOTAL *							4,550.92	
0015660	00	KINGS POINT TRUCK LANE						
23388		002559	01	06/20/2011	110-6047-512.50-16	SAFETY TEST/PW117	25.00	
23379		002560	01	06/20/2011	110-6047-512.50-02	SAFETY TEST/PW39,PW50	50.00	
23378		002561	01	06/20/2011	110-6047-512.50-02	SAFETY TEST/PW88	37.00	
23396		002562	01	06/20/2011	110-6047-512.50-02	SAFETY TEST/PW97,PW49,	75.00	
23530		002679	01	06/20/2011	110-6047-512.50-16	SAFETY TEST/PW113,PW44	50.00	
VENDOR TOTAL *							237.00	
0013270	00	KNEBEL, JEFFREY						
05/31/2011		002821	01	06/20/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	42.40	
VENDOR TOTAL *							42.40	
0000800	00	LASER ASSOCS, STEPHEN A						
2002676		002699	01	06/20/2011	110-1003-412.30-52	INDIVIDUAL ASSESSMENT	1,050.00	
VENDOR TOTAL *							1,050.00	
0002524	00	LAW BULLETIN						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002524	00	LAW BULLETIN						
1438403		002857	01	06/20/2011	110-5030-421.30-98	COURT DOCKETS	105.00	
						VENDOR TOTAL *	105.00	
0013313	00	LEACH ENTERPRISES, INC						
921047		002488	01	06/20/2011	110-6047-512.50-16	FILTER	2.76	
921057		002489	01	06/20/2011	110-6047-512.50-16	TRK/PARTS F-4	248.44	
921127		002490	01	06/20/2011	110-6047-512.50-16	RETURNED MERCHANDISE	119.32	
921658		003175	01	06/20/2011	110-6047-512.50-16	FILTERS	56.55	
						VENDOR TOTAL *	188.43	
0012723	00	LEXISNEXIS						
152580520110531002701			01	06/20/2011	110-2006-413.60-98	OFFENDER INFORMATION	27.61	
103874020110531002702			01	06/20/2011	110-5030-421.30-98	MONTHLY FEE	541.00	
152580520110531002700			01	06/20/2011	530-0088-503.30-09	OFFENDER INFORMATION	82.89	
						VENDOR TOTAL *	651.50	
0017643	00	LIGHT BULB DEPOT						
11312752		003166	01	06/20/2011	110-6044-435.40-26	LAMPS	370.20	
						VENDOR TOTAL *	370.20	
0000509	00	LILJEBERG, GLEN R.						
05/16-05/31/11		002439	01	06/20/2011	110-0086-453.30-52	CATV PROF SVCS	541.50	
						VENDOR TOTAL *	541.50	
0011081	00	LINDCO EQPT SALES						
20110729-P		002677	01	06/20/2011	110-6047-512.50-16	STOCK	221.93	
						VENDOR TOTAL *	221.93	
0004788	00	LIPKIN, KAREN						
295 GRACE		002475	01	06/20/2011	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	3,600.00	
						VENDOR TOTAL *	3,600.00	
0011196	00	MABAS DIVISION XII						
2010-11/2011-12002508			01	06/20/2011	110-4020-422.60-37	MEMBERSHIP	1,775.00	
						VENDOR TOTAL *	1,775.00	
0015771	00	MAGELLAN BEHAVIORAL HEALTH						
0031078734		003011	01	06/20/2011	110-1001-411.20-04	HEALTH INS	39.41	
0031078734		003012	01	06/20/2011	110-2006-413.20-04	HEALTH INS	92.15	
0031078734		003013	01	06/20/2011	110-2007-413.20-04	HEALTH INS	19.65	
0031078734		003014	01	06/20/2011	110-2008-413.20-04	HEALTH INS	40.90	
0031078734		003015	01	06/20/2011	110-3015-414.20-04	HEALTH INS	16.17	
0031078734		003016	01	06/20/2011	110-4020-422.20-04	HEALTH INS	451.65	
0031078734		003017	01	06/20/2011	110-4025-424.20-04	HEALTH INS	85.08	
0031078734		003018	01	06/20/2011	110-5030-421.20-04	HEALTH INS	741.88	
0031078734		003019	01	06/20/2011	110-6040-431.20-04	HEALTH INS	476.88	
0031078734		003020	01	06/20/2011	110-7060-451.20-04	HEALTH INS	25.10	
0031078734		003024	01	06/20/2011	210-8070-452.20-04	HEALTH INS	140.31	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0015771	00	MAGELLAN BEHAVIORAL HEALTH						
0031078734		003021	01	06/20/2011	510-6050-501.20-04	HEALTH INS	176.12	
0031078734		003022	01	06/20/2011	510-6055-502.20-04	HEALTH INS	138.54	
0031078734		003023	01	06/20/2011	530-0088-503.20-04	HEALTH INS	15.68	
VENDOR TOTAL *							2,459.52	
0007486	00	MAMMA MARIA'S PIZZA						
726200		002724	01	06/20/2011	110-5030-421.60-45	APPRECIATION DINNER	500.00	
VENDOR TOTAL *							500.00	
0018018	00	MARQUARDT & BELMONTE, PC						
4136		002902	01	06/20/2011	110-0081-415.30-63	TRAFFIC PROSECUTIONS	4,780.18	
4137		002903	01	06/20/2011	110-0081-415.30-19	DUI PROSECUTIONS	5,087.21	
VENDOR TOTAL *							9,867.39	
0010780	00	MASTERS, KEN						
05/16-05/31/11		002436	01	06/20/2011	110-0086-453.30-52	CATV PROF SVCS	348.00	
VENDOR TOTAL *							348.00	
0001614	00	MCGUIRE, MAUREEN						
3246		003034	01	06/20/2011	110-1001-411.60-40	NEWSLETTER MAY 2011	2,620.00	
VENDOR TOTAL *							2,620.00	
0002941	00	MCMASTER-CARR SUPPLY CO-A/P ADDRESS						
86463293		002673	01	06/20/2011	110-6042-433.50-16	TOTE	28.10	
86228508		002502	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW143	52.54	
86463313		002672	01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW198	86.73	
86463489		002674	01	06/20/2011	110-6047-512.40-19	TOTE	28.10	
86463305		002501	01	06/20/2011	510-6052-501.40-98	GATE REPAIR	74.68	
VENDOR TOTAL *							270.15	
0000366	00	MEL'S ACE HARDWARE						
416535/4		003079	01	06/20/2011	510-6052-501.40-98	SCISSOR	7.64	
416514/4		003080	01	06/20/2011	510-6052-501.40-67	WASHERS	3.41	
416529/4		003077	01	06/20/2011	510-6057-502.50-01	SCRAPER	16.18	
416536/4		003078	01	06/20/2011	510-6057-502.50-01	SIGNAGE	11.23	
VENDOR TOTAL *							38.46	
0000368	00	METRO PARAMEDIC SERVICES, INC						
278-001239		003128	01	06/20/2011	110-0084-442.30-01	AMBULANCE SVC/JULY 2011	10,555.50	
VENDOR TOTAL *							10,555.50	
0002641	00	METROPOLITAN FAMILY SVCS DUPAGE						
MAY 2011		003035	01	06/20/2011	110-0083-443.60-48	SENIOR SVCS	5,737.93	
VENDOR TOTAL *							5,737.93	
0001425	00	METTLER-TOLEDO, INC						
157-00412262		002471	01	06/20/2011	510-6057-502.40-25	LAB SUPPLIES	196.00	
VENDOR TOTAL *							196.00	
0019125	00	MICHEL, JENNIFER						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0019125	00	MICHEL, JENNIFER		01 06/20/2011	510-6056-502.30-89	OVERHEAD SEWER PROGRAM	1,350.00	
409 CHURCH		002477						
						VENDOR TOTAL *	1,350.00	
0001729	00	MID AMER WATER		01 06/20/2011	510-6052-501.40-64	VALVE REPLACEMENT	1,786.00	
62991A		002466		01 06/20/2011	510-6052-501.40-64	VALVE REPLACEMENT	4,560.00	
62990A		002467		01 06/20/2011	510-6052-501.40-64	STABILIZERS	800.00	
68525A		002911		01 06/20/2011	510-6052-501.40-64			
						VENDOR TOTAL *	7,146.00	
0018844	00	MINUTEMAN PRESS-OAKBROOK TERRACE		01 06/20/2011	510-6052-501.40-98	WATER METER SVC FORMS	280.96	
113614		003112						
						VENDOR TOTAL *	280.96	
0016423	00	MLRP 388 CAROL LLC		01 06/20/2011	110-7060-451.60-47	MONTHLY RENT/JULY 2011	671.00	
07/01/2011		002893						
						VENDOR TOTAL *	671.00	
0007257	00	MOTION INDUSTRIES, INC		01 06/20/2011	110-6047-512.50-16	TRK/PARTS PD-4	48.42	
IL10-438622		002556		01 06/20/2011	110-6047-512.50-16	RETURNED MERCHANDISE	27.45	
IL10-440270		002557		01 06/20/2011	110-6047-512.50-16	HEATER REPAIR	40.80	
IL10-441873		002919		01 06/20/2011	510-6057-502.50-01			
						VENDOR TOTAL *	61.77	
0000378	00	MOTOROLA - COLLECTION CTR DR		01 06/20/2011	110-5030-421.40-41	BATTERIES	165.60	
90665621		002675		01 06/20/2011	110-5030-421.40-41	BATTERIES	94.20	
90665672		002676		01 06/20/2011	110-5030-421.40-41			
						VENDOR TOTAL *	259.80	
0007206	00	MUNICIPAL CLERKS OF DUPAGE COUNTY		01 05/31/2011	110-1001-411.60-11	MEETING REGISTRATIONS		
JUNE		002414						
							CHECK #:	145390
								54.00
						VENDOR TOTAL *	.00	54.00
0019789	00	MUNOZ, JOSEPHINA		01 06/20/2011	110-0000-331.07-00	VEHICLE STICKER REFUND	22.50	
27738		002735						
						VENDOR TOTAL *	22.50	
0000383	00	NAFISCO, INC		01 06/20/2011	110-6041-432.30-06	BARRICADE RENTAL	111.40	
101130		002717		01 06/20/2011	110-6041-432.30-06	BARRICADE RENTAL	260.00	
101131		002718		01 06/20/2011	110-6041-432.30-06			
						VENDOR TOTAL *	371.40	
0008144	00	NAVIANT, INC		01 06/20/2011	110-7060-451.50-08	SERVICE CONTRACT	833.00	
R024295-001-00		002917						
						VENDOR TOTAL *	833.00	
0000394	00	NEENAH FOUNDRY CO		01 06/20/2011	510-6056-502.40-29	FLAP GATE	809.34	
33394		002910						
						VENDOR TOTAL *	809.34	
0011644	00	NEPTUNE TECHNOLOGY GROUP INC						

PREPARED 06/13/2011, 14:28:26
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
 AS OF: 06/20/2011 CHECK DATE: 06/23/2011

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0011644	00	NEPTUNE TECHNOLOGY GROUP INC					
N281518	002599		01 06/20/2011	510-6052-501.40-68	RADIO READ DEVICES	9,823.32	
N280487	002602		01 06/20/2011	510-6052-501.40-68	RADIO READ DEVICES	164,000.00	
N281260	002603		01 06/20/2011	510-6052-501.50-08	SERVICE CONTRACT	6,212.17	
VENDOR TOTAL *						180,035.49	
0005845	00	NICOR GAS					
7763000144	2	002892	01 06/20/2011	210-8070-452.30-29	GAS	2,375.36	
VENDOR TOTAL *						2,375.36	
0007916	00	NIPSTA					
11/28-12/02/11	002480		01 06/20/2011	110-2007-413.20-09	TRAINING CLASS	380.00	
VENDOR TOTAL *						380.00	
0000401	00	NORTH EAST MULTI-REGIONAL TRAINING					
145509	002510		01 06/20/2011	110-5030-421.60-11	TRAINING CLASS	50.00	
145930	003042		01 06/20/2011	110-5030-421.60-11	TRAINING CLASS	50.00	
145905	003043		01 06/20/2011	110-5030-421.60-11	TRAINING CLASS	70.00	
VENDOR TOTAL *						170.00	
0019701	00	NORTH SHORE OMEGA					
05/18/2011	002586		01 06/20/2011	110-2007-413.30-47	ANNUAL EXAM	513.00	
VENDOR TOTAL *						513.00	
0004439	00	NORTHERN IL POLICE ALARM SYSTEM					
7884	002511		01 06/20/2011	110-5030-421.40-11	UNIFORM SUPPLIES	20.00	
7826	002584		01 06/20/2011	110-5030-421.60-11	TRAINING CLASS	48.00	
VENDOR TOTAL *						68.00	
0017755	00	NORTHWEST FORD & STERLING TRUCK					
6161636	002671		01 06/20/2011	110-6047-512.50-16	TRK/PARTS PW61	94.43	
6160918	003183		01 06/10/2011	110-6047-512.50-16	TRK/PARTS PW105	146200	23.92
VENDOR TOTAL *						94.43	23.92
0016554	00	NORTHWESTERN GROUP MARKETING					
JULY 2011	002632		01 06/20/2011	110-1001-411.20-05	DENTAL INS	32.28	
JULY 2011	002646		01 06/20/2011	110-1001-411.20-04	HEALTH INS	35.41	
JULY 2011	002633		01 06/20/2011	110-2006-413.20-05	DENTAL INS	74.08	
JULY 2011	002647		01 06/20/2011	110-2006-413.20-04	HEALTH INS	82.80	
JULY 2011	002634		01 06/20/2011	110-2007-413.20-05	DENTAL INS	17.45	
JULY 2011	002648		01 06/20/2011	110-2007-413.20-04	HEALTH INS	17.65	
JULY 2011	002635		01 06/20/2011	110-2008-413.20-05	DENTAL INS	44.33	
JULY 2011	002649		01 06/20/2011	110-2008-413.20-04	HEALTH INS	36.75	
JULY 2011	002636		01 06/20/2011	110-3015-414.20-05	DENTAL INS	17.29	
JULY 2011	002650		01 06/20/2011	110-3015-414.20-04	HEALTH INS	14.53	
JULY 2011	002637		01 06/20/2011	110-4020-422.20-05	DENTAL INS	323.66	
JULY 2011	002651		01 06/20/2011	110-4020-422.20-04	HEALTH INS	405.83	
JULY 2011	002638		01 06/20/2011	110-4025-424.20-05	DENTAL INS	75.19	
JULY 2011	002652		01 06/20/2011	110-4025-424.20-04	HEALTH INS	76.45	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0016554	00	NORTHWESTERN GROUP MARKETING						
JULY 2011	002639		01	06/20/2011	110-5030-421.20-05	DENTAL INS	594.67	
JULY 2011	002653		01	06/20/2011	110-5030-421.20-04	HEALTH INS	666.62	
JULY 2011	002640		01	06/20/2011	110-6040-431.20-05	DENTAL INS	158.54	
JULY 2011	002654		01	06/20/2011	110-6040-431.20-04	HEALTH INS	164.21	
JULY 2011	002641		01	06/20/2011	110-7060-451.20-05	DENTAL INS	20.30	
JULY 2011	002655		01	06/20/2011	110-7060-451.20-04	HEALTH INS	22.55	
JULY 2011	002642		01	06/20/2011	210-8070-452.20-05	DENTAL INS	120.08	
JULY 2011	002659		01	06/20/2011	210-8070-452.20-04	HEALTH INS	126.09	
JULY 2011	002643		01	06/20/2011	510-6050-501.20-05	DENTAL INS	31.88	
JULY 2011	002656		01	06/20/2011	510-6050-501.20-04	HEALTH INS	34.42	
JULY 2011	002644		01	06/20/2011	510-6055-502.20-05	DENTAL INS	16.02	
JULY 2011	002657		01	06/20/2011	510-6055-502.20-04	HEALTH INS	38.88	
JULY 2011	002645		01	06/20/2011	530-0088-503.20-05	DENTAL INS	13.95	
JULY 2011	002658		01	06/20/2011	530-0088-503.20-04	HEALTH INS	14.09	
						VENDOR TOTAL *	3,276.00	
0018147	00	NOVAPRO RISK SOLUTIONS, LP						
GM00040548	002894		01	06/20/2011	110-0082-416.60-28	CLAIM FEES/MAY 2011	600.00	
						VENDOR TOTAL *	600.00	
0019786	00	NUNO, SERGIO & LASSEN, MICHELE						
25803	002733		01	06/20/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	840.00	
						VENDOR TOTAL *	840.00	
0008640	00	OFFICE DEPOT						
565668241001	003098		01	06/20/2011	110-2006-413.40-33	SUPPLIES	132.00	
566384478001	003099		01	06/20/2011	110-2006-413.40-33	SUPPLIES	23.40	
566384478001	003100		01	06/20/2011	110-4025-424.40-33	SUPPLIES	38.45	
566384478001	003101		01	06/20/2011	110-6040-431.40-33	SUPPLIES	4.60	
						VENDOR TOTAL *	198.45	
0008717	00	PAT KEAN'S FRIENDLY FORD						
166293	002555		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PD-4	45.47	
166382	002670		01	06/20/2011	110-6047-512.50-16	TRK/PARTS F-16	15.95	
D36960	001519		01	06/09/2011	110-6047-512.50-02	ACCIDENT REPAIR/PD-47	CHECK #:	145998
D36960	001519		01	06/10/2011	110-6047-512.50-02	ACCIDENT REPAIR/PD-47	CHECK #:	146199
165964	001339		01	06/09/2011	110-6047-512.50-16	TRK/PARTS PD-8	CHECK #:	145998
165964	001339		01	06/10/2011	110-6047-512.50-16	TRK/PARTS PD-8	CHECK #:	146199
165974	001989		01	06/09/2011	110-6047-512.50-16	TRK/PARTS PW47	CHECK #:	145998
165974	001989		01	06/10/2011	110-6047-512.50-16	TRK/PARTS PW47	CHECK #:	146199
165980	001340		01	06/09/2011	110-6047-512.50-16	CORE CREDIT	CHECK #:	145998
165980	001340		01	06/10/2011	110-6047-512.50-16	CORE CREDIT	CHECK #:	146199
166020	001341		01	06/09/2011	110-6047-512.50-16	AUTO/PARTS E-3	CHECK #:	145998
166020	001341		01	06/10/2011	110-6047-512.50-16	AUTO/PARTS E-3	CHECK #:	146199
166030	001342		01	06/09/2011	110-6047-512.50-16	AUTO/PARTS E-3	CHECK #:	145998
166030	001342		01	06/10/2011	110-6047-512.50-16	AUTO/PARTS E-3	CHECK #:	146199
166071	001466		01	06/09/2011	110-6047-512.50-16	AUTO/PARTS E-22	CHECK #:	145998
166071	001466		01	06/10/2011	110-6047-512.50-16	AUTO/PARTS E-22	CHECK #:	146199

2,993.23-
 2,993.23
 518.91-
 518.91
 280.90-
 280.90
 100.00
 100.00-
 34.05-
 34.05
 31.38-
 31.38
 109.14-
 109.14

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0008717	00	PAT KEAN'S FRIENDLY FORD						
166091	001465		01	06/09/2011	110-6047-512.50-16	TRK/PARTS PD-34	CHECK #: 145998	14.96-
166091	001465		01	06/10/2011	110-6047-512.50-16	TRK/PARTS PD-34	CHECK #: 146199	14.96
166121	001467		01	06/09/2011	110-6047-512.50-16	RETURNED MERCHANDISE	CHECK #: 145998	11.08
166121	001467		01	06/10/2011	110-6047-512.50-16	RETURNED MERCHANDISE	CHECK #: 146199	11.08-
166165	001992		01	06/09/2011	110-6047-512.50-16	AUTO/PARTS E-31	CHECK #: 145998	261.80-
166165	001992		01	06/10/2011	110-6047-512.50-16	AUTO/PARTS E-31	CHECK #: 146199	261.80
166177	001993		01	06/09/2011	110-6047-512.50-16	STOCK	CHECK #: 145998	143.48-
166177	001993		01	06/10/2011	110-6047-512.50-16	STOCK	CHECK #: 146199	143.48
166179	001991		01	06/09/2011	110-6047-512.50-16	AUTO/PARTS E-31	CHECK #: 145998	31.68-
166179	001991		01	06/10/2011	110-6047-512.50-16	AUTO/PARTS E-31	CHECK #: 146199	31.68
166225	001990		01	06/09/2011	110-6047-512.50-16	TRK/PARTS PD-15	CHECK #: 145998	16.51-
166225	001990		01	06/10/2011	110-6047-512.50-16	TRK/PARTS PD-15	CHECK #: 146199	16.51
6160918	001988		01	06/09/2011	110-6047-512.50-16	TRK/PARTS PW105	CHECK #: 145998	23.92-
VENDOR TOTAL *							61.42	23.92-
0000419	00	PATTEN INDUSTRIES INC #774539						
P60C022237	002668		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW198	95.37	
PM600193574	002669		01	06/20/2011	110-6047-512.50-02	GENERATOR REPAIR	341.01	
VENDOR TOTAL *							436.38	
0018806	00	PAUL HALL WARRIORS						
05/30/2011	000117		01	05/19/2011	110-0094-454.60-32	MEMORIAL DAY PARADE	CHECK #: 145156	750.00-
VENDOR TOTAL *							.00	750.00-
0014666	00	PEARS, JEFFREY						
17872	003129		01	06/20/2011	110-0000-331.07-00	VEHICLE STICKER REFUND	45.00	
VENDOR TOTAL *							45.00	
0006912	00	PETRICIG, PHILIP J						
05/16-05/31/11	002433		01	06/20/2011	110-0086-453.30-52	CATV PROF SVCS	288.00	
VENDOR TOTAL *							288.00	
0019416	00	PITNEY BOWES INC - PITTSBURGH						
538574	002906		01	06/20/2011	110-2006-413.40-33	POSTAGE METER RENTAL	255.00	
VENDOR TOTAL *							255.00	
0014926	00	PRECISION LUBRICANTS (MID-TOWN)						
420834	002525		01	06/20/2011	110-6047-512.40-34	OIL	405.60	
420832	002526		01	06/20/2011	110-6047-512.40-34	OIL	362.25	
420831	002550		01	06/20/2011	110-6047-512.40-34	OIL	439.00	
420833	002551		01	06/20/2011	110-6047-512.40-34	OIL	561.00	
420739	002552		01	06/20/2011	110-6047-512.40-34	OIL	825.25	
420736	002553		01	06/20/2011	110-6047-512.40-98	ANTI-FREEZE	503.75	
421330	002864		01	06/20/2011	110-6047-512.40-34	OIL	521.80	
VENDOR TOTAL *							3,618.65	
0019790	00	QAMARUDDIN, MAHMAL M						
23574-23576	002734		01	06/20/2011	110-0000-331.07-00	VEHICLE STICKER REFUND	54.00	

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0011986 1	00	SCHROEDER & SCHROEDER INC 003076	01 06/20/2011	110-6041-432.80-15	STREET RESURFACING	97,188.08	
					VENDOR TOTAL *	97,188.08	
0010169 74177	00	SEAWAY SUPPLY 002491	01 06/20/2011	110-6046-418.40-24	SUPPLIES	391.20	
					VENDOR TOTAL *	391.20	
0004998 000020653	00	SHADE ROBERT D UT	01 06/20/2011	510-0000-113.02-00	UB CR REFUND	21.49	
					VENDOR TOTAL *	21.49	
0015913 900201107	00	SIEMENS INDUSTRY INC 002918	01 06/20/2011	510-6057-502.50-08	PUMP REPAIR	305.83	
					VENDOR TOTAL *	305.83	
0015775 05/16-05/31/11	00	SINNOTT, SHAUN 002434	01 06/20/2011	110-0086-453.30-52	CATV PROF SVCS	301.00	
					VENDOR TOTAL *	301.00	
0007611 MR Refund	00	SOKALSKI, ANDA F MR	01 06/20/2011	110-0000-115.07-01	SOKALSKI, ANDA F	25.00	
					VENDOR TOTAL *	25.00	
0018176 58010M	00	SPIROFF & GOSSELAR, LTD 002662	01 06/20/2011	110-0081-415.30-36	PROFESSIONAL SVCS	1,377.00	
					VENDOR TOTAL *	1,377.00	
0000022 66864 66726 66834 66834	00	SPRING RD BAKERY - JULIANNES 002515 002516 002517 002581	01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011	110-5030-421.60-14 110-5030-421.60-14 110-5030-421.60-14 110-5030-421.60-14	DARE CAKE DARE CAKE DARE CAKE DARE CAKE	30.00 110.00 85.00 90.00	
					VENDOR TOTAL *	315.00	
0003393 49605	00	STANDARD INDUSTRIAL & AUTO EQPT, INC 002863	01 06/20/2011	110-6047-512.50-08	HOSE REPAIR	2,936.60	
					VENDOR TOTAL *	2,936.60	
0008228 9526 9498 9396 9615	00	SUBURBAN LABORATORIES INC 003081 003082 003083 003084	01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011	510-6051-501.30-33 510-6057-502.30-33 510-6057-502.30-33 510-6057-502.30-33	LAB TESTING LAB TESTING LAB TESTING LAB TESTING	234.00 379.50 307.50 529.00	
					VENDOR TOTAL *	1,450.00	
0019418 421226 421227	00	SURE LUBRICANTS-A RELADYNE CO 003092 003093	01 06/20/2011 01 06/20/2011	510-6051-501.40-34 510-6051-501.40-34	OIL OIL	3,875.60 669.40	

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0019418	00	SURE LUBRICANTS-A RELADYNE CO						
						VENDOR TOTAL *	4,545.00	
0017907	00	TAWZER, LANCE						
05/22-05/25/11	003041		01	06/20/2011	110-7060-451.60-39	EXPENSE REIMBURSEMENT	871.02	
						VENDOR TOTAL *	871.02	
0000520	00	TELE PRINT						
1105772	002457		01	06/20/2011	110-7060-451.40-33	ENVELOPES	75.00	
1105760	002458		01	06/20/2011	110-7060-451.30-52	POSTERS	125.00	
						VENDOR TOTAL *	200.00	
0004998	00	TEN POINT DEVELOPMENT GRP LTD						
000063243	UT		01	06/20/2011	510-0000-113.02-00	UB CR REFUND	102.00	
						VENDOR TOTAL *	102.00	
0000523	00	TERMINAL SUPPLY CO						
51839-00	002666		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW75	98.75	
						VENDOR TOTAL *	98.75	
0000525	00	TERRACE SUPPLY CO						
70019659	002849		01	06/20/2011	110-5030-421.30-98	CARBON DIOXIDE CYLINDER	65.57	
						VENDOR TOTAL *	65.57	
0015213	00	THE HYDROSEEDING CO, LLC						
355	002565		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW143	691.14	
371	002905		01	06/20/2011	110-6047-512.50-16	TRK/PARTS PW143	1,128.50	
						VENDOR TOTAL *	1,819.64	
0019798	00	THE MANAGEMENT ASSOCIATION OF IL						
47666	003137		01	06/20/2011	110-2007-413.60-37	MEMBERSHIP	2,485.00	
47666	003138		01	06/20/2011	210-8070-452.60-37	MEMBERSHIP	610.00	
						VENDOR TOTAL *	3,095.00	
0015598	00	THE SAINT FRANCIS GROUP						
58897	003050		01	06/20/2011	110-5030-421.60-01	ANIMAL CONTROL	220.00	
						VENDOR TOTAL *	220.00	
0000528	00	THOMPSON ELEVATOR INSPECTION SVC						
11-1665	003117		01	06/20/2011	110-4025-424.30-52	ELEVATOR PLAN REVIEW	60.00	
						VENDOR TOTAL *	60.00	
0018275	00	TOTAL PARKING SOLUTIONS						
101336	002473		01	06/20/2011	530-0088-503.40-98	RECEIPT PAPER	608.00	
						VENDOR TOTAL *	608.00	
0000533	00	TRAFFIC CONTROL & PROTECTION						
69505	002832		01	06/20/2011	110-6041-432.40-52	BRACKETS	132.80	
						VENDOR TOTAL *	132.80	
0000535	00	TRANS UNION LLC						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000535	00	TRANS UNION LLC						
05100977	002850		01	06/20/2011	110-5030-421.30-98	CREDIT BUREAU SVCS	45.00	
05100983	002851		01	06/20/2011	110-5030-421.30-98	CREDIT BUREAU SVCS	34.26	
							VENDOR TOTAL *	79.26
0017891	00	TRANSCHICAGO TRUCK GROUP (ELMHURST)						
1163623	003111		01	06/20/2011	110-6047-512.50-16	PARTS/SUPPLIES	103.16	
							VENDOR TOTAL *	103.16
0005044	00	TRANSYSTEMS CORP						
INV-0002099510	002464		01	06/20/2011	110-6048-513.80-25	PROF ENG SVCS	511.29	
INV-0002099282	003182		01	06/20/2011	110-6048-513.80-25	PROFESSIONAL SVCS	14,217.88	
INV-0002085303	003195		01	06/20/2011	110-6048-513.80-25	PROFESSIONAL SVCS	46,777.80	
INV-0002099283	003200		01	06/20/2011	110-6048-513.80-25	PROFESSIONAL SVCS	8,117.05	
							VENDOR TOTAL *	69,624.02
0000536	00	TREE TOWNS REPROGRAPHICS, INC						
0000160621	002454		01	06/20/2011	110-7060-451.60-44	EXHIBIT EXPENSE	94.00	
							VENDOR TOTAL *	94.00
0016711	00	U S BANK						
2870060	002660		01	06/20/2011	416-0000-471.90-12	ADMIN FEE/ACCT #5638_1	175.00	
							VENDOR TOTAL *	175.00
0019534	00	UNIFIRST CORP						
081 0700973	002468		01	06/20/2011	110-6041-432.40-62	UNIFORM SUPPLIES	105.95	
081 0702982	003140		01	06/20/2011	110-6041-432.40-62	UNIFORM SUPPLIES	105.95	
081 0700973	002469		01	06/20/2011	510-6052-501.40-62	UNIFORM SUPPLIES	105.95	
081 0702982	003141		01	06/20/2011	510-6052-501.40-62	UNIFORM SUPPLIES	105.95	
							VENDOR TOTAL *	423.80
0002337	00	UNION PACIFIC RAILROAD CO-OMAHA						
194-88	002578		01	06/20/2011	530-0088-503.30-59	PARKING LOT LEASE	2,138.20	
							VENDOR TOTAL *	2,138.20
0003709	00	UNIQUE PRODUCTS & SERV CORP						
222514	002712		01	06/20/2011	110-6046-418.40-24	SUPPLIES	302.13	
							VENDOR TOTAL *	302.13
0005115	00	UNIVERSAL TAXI DISPATCH, INC						
7143	003132		01	06/20/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	384.90	
7143	003133		01	06/20/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	22.00	
7172	003134		01	06/20/2011	110-0083-443.60-49	SENIOR CITIZEN TAXI SVC	392.10	
7172	003135		01	06/20/2011	110-0083-443.60-19	DISABLED CITIZEN TAXI SVC	16.80	
							VENDOR TOTAL *	815.80
0006266	00	UNTOUCHABLE AUTO WASH						
MAY 2011	002616		01	06/20/2011	110-6047-512.50-16	CAR WASHES	168.00	
							VENDOR TOTAL *	168.00
0017465	00	UPS SHIPPER 5A30E3						

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0017465	00	UPS SHIPPER 5A30E3						
00005A30E3221	002834		01	06/20/2011	110-5030-421.30-49	SHIPPING FEES	19.27	
00005A30E3231	003162		01	06/20/2011	110-5030-421.30-49	SHIPPING FEES	6.24	
00005A30E3231	003164		01	06/20/2011	110-6043-434.40-98	SHIPPING FEES	12.11	
00005A30E3221	002835		01	06/20/2011	110-6047-512.40-98	SHIPPING FEES	10.31	
00005A30E3231	003165		01	06/20/2011	110-6047-512.40-98	SHIPPING FEES	5.83	
00005A30E3221	002836		01	06/20/2011	510-6057-502.40-98	SHIPPING FEES	5.61	
00005A30E3231	003163		01	06/20/2011	510-6057-502.40-98	SHIPPING FEES	10.50	
VENDOR TOTAL *							69.87	
0000550	00	URICK, EUGENIE						
05/16-05/31/11	002441		01	06/20/2011	110-0086-453.30-52	CATV PROF SVCS	1,365.00	
VENDOR TOTAL *							1,365.00	
0016782	00	USA MOBILITY WIRELESS, INC						
U2437123E	002587		01	06/20/2011	110-5030-421.30-75	MONTHLY PHONE	38.05	
VENDOR TOTAL *							38.05	
0014239	00	UTECH ENVIRONMENTAL MFG SUP	INC					
2042978-IN	002907		01	06/20/2011	510-6056-502.50-08	ROOT CUTTER REPAIR	62.25	
VENDOR TOTAL *							62.25	
0011603	00	VAJDIK, ROBERT						
400519	003836		01	01/06/2011	110-4020-422.60-98	FITNESS REIMBURSEMENT	CHECK #: 140482	331.00-
400519	003836		01	06/10/2011	110-4020-422.60-98	FITNESS REIMBURSEMENT	CHECK #: 146198	331.00
VENDOR TOTAL *							.00	
0000555	00	VAN SLYKE ENTERPRISES						
MAY 2011	003036		01	06/20/2011	110-3015-414.30-12	CITY PROPERTY PLANNING	3,375.00	
MAY 2011	003038		01	06/20/2011	110-3015-414.30-12	METRA STATION	25.00	
MAY 2011	003037		01	06/20/2011	310-0089-461.30-52	TIF I	3,200.00	
VENDOR TOTAL *							6,600.00	
0008524	00	VASCIK, TRISHA						
06/01-06/03/11	003044		01	06/20/2011	110-5030-421.60-05	EXPENSE REIMBURSEMENT	70.08	
06/01-06/03/11	003045		01	06/20/2011	110-5030-421.60-11	EXPENSE REIMBURSEMENT	26.80	
VENDOR TOTAL *							96.88	
0000557	00	VERMEER MIDWEST/VERMEER-IL						
P37250	003153		01	06/20/2011	110-6044-435.40-98	WATER TANK PART	27.53	
VENDOR TOTAL *							27.53	
0000559	00	VIKING AWARDS						
23000	002509		01	06/20/2011	110-4020-422.60-25	PLAQUES/ENGRAVING	710.00	
23019	002453		01	06/20/2011	110-7060-451.60-98	ENGRAVING SVCS	9.60	
VENDOR TOTAL *							719.60	
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01770903	003157		01	06/20/2011	110-4020-422.50-01	LAMPS	134.70	

BANK: 01

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0000560	00	VILLA PARK ELECTRICAL SUPPLY						
01770766		003156	01	06/20/2011	110-6044-435.40-98	WIRED REMOTE OVERRIDE	34.81	
01770302		003155	01	06/20/2011	110-7060-451.50-01	DOOR BELL KIT	122.22	
						VENDOR TOTAL *	291.73	
0014891	00	VILLA PARK HARDWARE						
220990/2		003087	01	06/20/2011	510-6057-502.50-08	PRESS REPAIR	19.01	
						VENDOR TOTAL *	19.01	
0006055	00	VILLAGE OF BENSENVILLE						
147420		002607	01	06/20/2011	110-7060-451.30-98	SCHOOLHOUSE WATER/SEWER	40.47	
						VENDOR TOTAL *	40.47	
0019399	00	VOORHEES ASSOCS, LLC						
3-6-011-0049		003147	01	06/20/2011	110-1001-411.30-52	PROFESSIONAL SVCS	7,197.68	
						VENDOR TOTAL *	7,197.68	
0006240	00	WALGREEN'S						
883F/344853-856002577			01	06/20/2011	110-0000-331.07-00	VEHICLE STICKER REFUND	125.00	
						VENDOR TOTAL *	125.00	
0015717	00	WENTWORTH TIRE-BENSENVILLE						
403951		002523	01	06/20/2011	110-6047-512.50-20	TIRE DISPOSAL	32.00	
403950		002665	01	06/20/2011	110-6047-512.50-20	TIRES/PD-34	402.64	
						VENDOR TOTAL *	434.64	
0017026	00	WEST SUBURBAN DETECTIVES ASSN						
2011		002585	01	06/20/2011	110-5030-421.60-37	MEMBERSHIP	75.00	
						VENDOR TOTAL *	75.00	
0000576	00	WEST SUBURBAN OP, INC.						
114273		003048	01	06/20/2011	110-2007-413.40-33	BINDER	24.62	
115949		002904	01	06/20/2011	110-3015-414.40-33	PAPER SUPPLIES/LABELS	35.98	
3992CM		002858	01	06/20/2011	110-5030-421.40-33	RETURNED MERCHANDISE	199.99	
117303		003046	01	06/20/2011	110-5030-421.40-33	SUPPLIES	69.78	
117365		003047	01	06/20/2011	110-5030-421.40-33	SUPPLIES	74.27	
116030		002460	01	06/20/2011	110-6040-431.40-33	SUPPLIES	29.37	
116030		002461	01	06/20/2011	510-6050-501.40-33	SUPPLIES	29.36	
						VENDOR TOTAL *	63.39	
0004668	00	WEST TOWN REFRIGERATION						
198104		002520	01	06/20/2011	110-5030-421.50-01	PARTS REPAIR	109.30	
						VENDOR TOTAL *	109.30	
0002838	00	WHOLESALE DIRECT						
000186043		002492	01	06/20/2011	110-6047-512.50-16	DURA/KLEAR BLADES	254.78	
						VENDOR TOTAL *	254.78	
0019780	00	WILKINS, DANIEL P						

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0019780 25874	00	WILKINS, DANIEL P 002596	01 06/20/2011	110-0000-316.00-00	TRANSFER STAMP REFUND	1,275.00	
					VENDOR TOTAL *	1,275.00	
0015783 93925135	00	WURTH USA INC 002664	01 06/20/2011	110-6047-512.50-16	RUBBER ERASER	80.22	
					VENDOR TOTAL *	80.22	
0019781 1790B	00	ZANDER, JASON 002595	01 06/20/2011	110-0000-331.07-00	VEHICLE STICKER REFUND	90.00	
					VENDOR TOTAL *	90.00	
0000582 1258303-1	00	ZENGERS INC 002663	01 06/20/2011	110-6047-512.50-02	SAW BLADES	375.50	
					VENDOR TOTAL *	375.50	
0000583 30456066 30456066 30456066 30456066 30456066 30456066 30456066	00	ZEP SALES & SERVICE 003102 003103 003104 003105 003106 003107 003108	01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011 01 06/20/2011	110-6041-432.40-98 110-6043-434.40-98 110-6044-435.40-98 110-6046-418.40-98 110-6047-512.40-98 510-6052-501.40-98 510-6057-502.40-98	SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES	43.42 43.44 43.44 43.44 43.44 43.44 43.44	
					VENDOR TOTAL *	304.06	
0000585 212366-000	00	ZIEBELL WATER SERVICE PRODUCTS 002908	01 06/20/2011	510-6052-501.40-67	GASKETS	660.00	
					VENDOR TOTAL *	660.00	
0006753 SS79687 SS79686	00	3M 002714 002715	01 06/20/2011 01 06/20/2011	110-6041-432.40-52 110-6041-432.40-52	SIGNS SIGNS	1,350.00 333.37	
					VENDOR TOTAL *	1,683.37	
					HAND ISSUED TOTAL ***		170,716.64
					TOTAL EXPENDITURES ****	1,512,315.22	170,716.64
				GRAND TOTAL *****			1,683,031.86



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

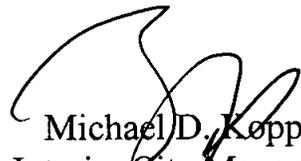
June 16, 2011

To: Mayor DiCianni and Members of the City Council

Re: Oak Street Stop Signs Review

It is respectfully requested that the attached request from Aldermen Gutenkauf and Pezza regarding the installation of stop signs at the intersection of Oak and First Streets be referred to the Public Affairs and Safety Committee for evaluation and recommendation back to the City Council.

Respectfully submitted,


Michael D. Koop
Interim City Manager

MDK/ec

Referrals/2011/Oak Street Stop Signs

**Copies To All
Elected Officials**

6/16/11

TO: Mayor DiCianni and Members of the Elmhurst City Council

FROM: Paula Pezza, Alderman Ward 1 & Diane Gutenkauf, Alderman
Ward 1

DATE: June 10, 2011

RE: Oak Street Stop Signs Review

With construction starting on the townhouse development at the corner of Oak and First St., we, the 1st Ward Aldermen, believe the time is right to review the need for stop signs on the corner of Oak and First Streets.

We hereby request such an evaluation and a referral to the Public Affairs & Safety Committee.

Respectfully submitted,



Diane Gutenkauf, Ward 1 Alderman



Paula Pezza, Ward 1 Alderman

10/10/11
10/10/11
10/10/11



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

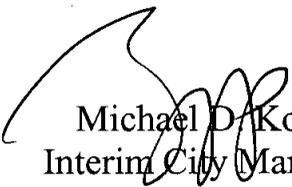
June 16, 2011

To: Mayor DiCianni and Members of the City Council

Re: Central Business District Office Redevelopment Grant Program

It is respectfully requested that the attached request from Alderman York regarding the implementation of a program similar to the current Central Business District Development Grant Program that specifically addresses the redevelopment of existing office space be referred to the Development, Planning and Zoning Committee for evaluation and recommendation back to the City Council.

Respectfully submitted,


Michael D. Kopp
Interim City Manager

MDK/ec
Referrals/2011/Central Business District

Copies To All
Elected Officials
06/16/2011

June 16, 2011

To: Mayor Peter DiCianni & Interim City Manager Mike Kopp

From: Kevin L. York, Alderman 4th Ward

Re: Central Business District

Gentlemen.

In light of office occupancy changes that have already taken place in the Central Business District (CBD) and those changes anticipated in the future due in part to the relocation of certain services of Elmhurst Memorial Healthcare. I would like for the City Council to consider implementing a program similar to the current Central Business District Development Grant (formerly the Retail Grant Program) that specifically addresses the redevelopment of existing office space in the CBD. This program could be funded with TIF funds just like the former Retail Grant Program and would give existing property owners the opportunity to work with the City of Elmhurst to redevelop "aging" office space into more modern office space that would be desirable to businesses looking to relocate to downtown Elmhurst.

Please refer this to the appropriate City Council committee at your earliest convenience.

Regards,

A handwritten signature in black ink, appearing to be 'K. York', written over a horizontal line.

Kevin L. York, Alderman 4th Ward, City of Elmhurst



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 13, 2011

TO: Mayor DiCianni and Members of the City Council

RE: **West Avenue LAPP Improvements
Construction Engineering Services**

The Public Works and Building Committee met on Monday, June 13, 2011 to discuss a proposal received from TranSystems Corporation for professional engineering services for construction of a Local Agency Pavement Preservation (LAPP) project along West Avenue from First Street to Lake Street.

The improvements include removal and replacement of deteriorated sections of curb and gutter, pavement and sidewalks. The final pavement construction will include a three inch (3") grind of the existing concrete and a 3" overlay with asphalt.

TranSystems assisted the City in the preparation of Federal Surface Transportation Program (STP) funding application. This project received \$668,500 in Federal STP funding for construction through the DuPage Mayors and Managers Conference (DMMC). The construction cost estimate for the total project cost is \$955,000. Engineering is not eligible for STP funding.

TranSystems assisted the City in the preparation of Phase I preliminary engineering and Phase II design engineering in accordance with Illinois Department of Transportation requirements for LAPP projects. The Phase III construction engineering services include construction observation, inspection assistance, construction layout, project coordination, materials testing, final construction documents and as-built drawings in accordance with Federal STP funding requirements. This project will be bid through the Illinois Department of Transportation on June 17, 2011. Construction is anticipated to begin in the Fall of 2011.

TranSystems has proposed to do this work on a cost plus fixed fee basis with a total cost not to exceed \$104,229.40. The consultant fees and services are included in the IDOT Local Agency/Consultant, Construction Engineering Services Agreement for Federal Participation attached. These rates are consistent with fees for professional services on similar projects. TranSystems has completed similar work for the City in the past on numerous City projects in a satisfactory and professional manner. Monies for this project have been provided in the FY 2011/12 Budget, Account Number 110-6041-432-80-15 in the amount of \$135,000.

Copies To All
Elected Officials

6/16/11

cc: P.W. and
Bldg. Comm.

Mayor TPB Kopp
Hughes
6-9-11

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **West Avenue LAPP Improvements
Construction Engineering Services**

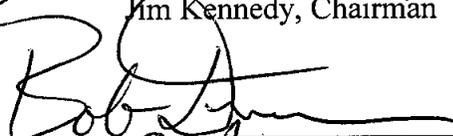
It is, therefore, the recommendation of the Public Works and Building Committee that the Phase III Construction Engineering Services Proposal from TranSystems Corporation for the West Avenue LAPP Improvements in the amount not to exceed \$104,229.40, be accepted, and that the City attorney be authorized to prepare a resolution approving a contract with TranSystems Corporation.

Respectfully submitted,

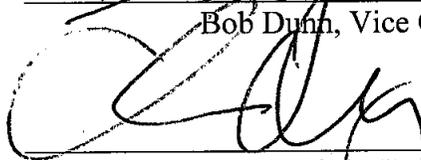
PUBLIC WORKS AND BUILDINGS COMMITTEE



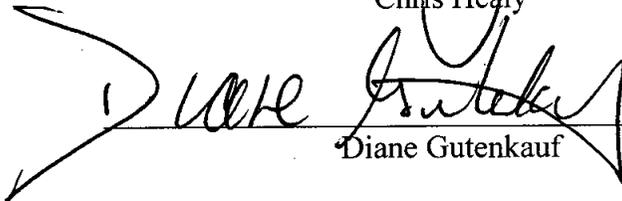
Jim Kennedy, Chairman



Bob Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf

TranSystems

TranSystems
1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173-5058
Tel: 847-605-9600
Fax: 847-605-9610
www.transystems.com

April 18, 2011

Mr. Michael Hughes, PE
Director of Public Works
City of Elmhurst
209 North York Street
Elmhurst, IL 60126

Attention: Mrs. Cori Tiberi, PE
City Engineer

Reference: West Avenue LAPP
Construction Engineering Services

Dear Mrs. Tiberi,

We are pleased to submit for your review three (3) copies of our Construction Engineering Services Agreement for the West Avenue LAPP project.

Thank you for the opportunity to submit our Agreement to service the City on this important project. If you have any questions, please call me at (847) 605-9600.

Very truly yours,

TranSystems



Todd S. Bright, P.E.
enclosures

Local Agency City of Elmhurst	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant TranSystems
County DuPage				Address 1475 East Woodfield Road, Suite 600
Section 11-00177-00-RS				City Schaumburg
Project No. M-9003 (794)				State IL
Job No. C-91-414-11				Zip Code 60173
Contact Name/Phone/E-mail Address Cori Tiberi/(630)530-3777/ Cori.tiberi@elmhurst.org				Contact Name/Phone/E-mail Address Eric E. Rose/ 847-605-9600/ eerose@transystems.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

Regional Engineer	Regional Engineer, Department of Transportation
Resident Engineer	LA Employee directly responsible for construction of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name West Avenue Route FAU 2659 Length 1.3 mile Structure No. N/A

Termini First Street to Lake Street

Description: Construction Engineering services for the resurfacing and rehabilitation of West Avenue including, curb & gutter removal and replacement, patching, milling, resurfacing, sidewalk removal and replacement, striping and landscape restoration.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

 - e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or 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 such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (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 grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and

Exhibit A - Construction Engineering

Route: FAU 2659 (West Avenue)
 Local Agency: City of Elmhurst
 (Municipality/Township/County)
 Section: 11-00177-00-RS
 Project: M-9003 (794)
 Job No.: C-91-414-11

*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 162.31 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
- 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
SEE ATTACHED EXHIBIT A									
Totals		0.00							



**Payroll Escalation Table
Fixed Raises**

FIRM NAME TranSystems
PRIME/SUPPLEMENT Prime

DATE 03/22/11
PTB NO. _____

CONTRACT TERM 5 MONTHS
START DATE 7/1/2011
RAISE DATE 4/1/2012

OVERHEAD RATE 162.31%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2011 - 4/1/2012

4/1/2012 - 7/24/2012

5
5

0
5

= 100.00%
= 1.0000

0.00%

The total escalation for this project would be:

0.00%



EXHIBIT A

Cost Estimate of
Consultant Services
(CPFF)

Firm TranSystems
 Route FAU 2659 West Avenue
 Section 11-00177-00-RS
 County DuPage
 Job No. C-91-414-11
 PTB & Item _____

Date 03/22/11
 Overhead Rate 162.31%
 Complexity Factor 0

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Services By Others (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
	PRECONSTRUCTION										
	Contract Documents Review	4	158.96	258.01		60.46				477.43	0.46%
	Project Site Inspection	4	158.96	258.01		60.46				477.43	0.46%
	Meeting	6	259.02	420.42		98.52				777.95	0.75%
	Job Setup	8	317.92	516.02		120.92				954.86	0.92%
	CONSTRUCTION										
	Shop drawing review	4	158.96	258.01		60.46				477.43	0.46%
	Layout verification	12	476.88	774.02		181.38				1,432.28	1.37%
	Construction Inspection	222	9,183.24	14,905.32	3,614.40	4,016.93		5,485.80	5,485.80	37,205.69	35.70%
	Traffic Control	75	2,980.50	4,837.65		1,133.63				8,951.78	8.59%
	Daily Documentation	75	2,980.50	4,837.65		1,133.63				8,951.78	8.59%
	Pay Estimates	32	1,271.68	2,064.06		483.68				3,819.43	3.66%
	Weekly Documentation	16	635.84	1,032.03		241.84				1,909.71	1.83%
	Other Agency Coordination	20	794.80	1,290.04		302.30				2,387.14	2.29%
	Contractor Coordination	148	6,242.48	10,132.17		2,374.32				18,748.97	17.99%
	Utility Coordination	16	635.84	1,032.03		241.84				1,909.71	1.83%
	QC/QA of Materials	12	476.88	774.02		181.38				1,432.28	1.37%
	POST CONSTRUCTION										
	Final Documentation	80	3,419.84	5,550.74		1,300.73				10,271.32	9.85%
	Record Drawings	8	277.64	450.64		105.60				833.88	0.80%
	ADMINISTRATION AND MANAGEMENT										
	Administration/Management	12	411.52	667.94		156.52				1,235.98	1.19%
	Quality Control and Assurance	12	657.36	1,066.96		250.03				1,974.35	1.89%
	TOTALS	766	31,498.82	51,125.73	3,614.40	12,504.65	0.00	5,485.80	5,485.80	104,229.40	100.00%

DBE 5.26%

Average Hourly Project Rates

Route FAU 2659 West Avenue
 Section 11-00177-00-RS
 County DuPage
 Job No. C-91-414-11
 PTB/Item _____

Consultant TranSystems

Date 03/22/11

Sheet 1 OF 4

Payroll Classification	Avg Hourly Rates	Total Project Rates			PRECONSTRUCTION			Contract Documents Review			Project Site Inspection			Meeting			Job Setup		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge	70.00	0																	
Senior Project Manager (Highway)	68.89	0																	
Construction Manager	60.00	4E-09	0.00%	0.00	1E-09	100.00%	60.00												
Chief Structural Engineer	60.00	0																	
Project Manager (Highway)	54.78	82	10.70%	5.86										2	33.33%	18.26			
Resident Engineer	39.74	670	87.47%	34.76				4	100.00%	39.74	4	100.00%	39.74	2	33.33%	13.25	8	100.00%	39.74
Senior Resident Inspector	43.64	0																	
Assistant Resident Inspector	32.61	0																	
Design Engineer II (Highway)	34.99	2	0.26%	0.09										2	33.33%	11.66			
Construction Inspector III	35.70	0																	
Land Surveyor	33.66	0																	
Survey Crew Chief	31.73	0																	
Rodman	15.99	0																	
CADD Technician III	29.67	4	0.52%	0.15															
Administrative Assistant	24.05	8	1.04%	0.25															
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		766	100%	\$41.12	1E-09	100%	\$60.00	4	100%	\$39.74	4	100%	\$39.74	6	100%	\$43.17	8	100%	\$39.74

Average Hourly Project Rates

Route FAU 2659 West Avenue
 Section 11-00177-00-RS
 County DuPage
 Job No. C-91-414-11
 PTB/Item _____

Consultant TranSystems

Date 03/22/11

Sheet 4 OF 1

Payroll Classification	Avg Hourly Rates	POST CONSTRUCTION			Final Documentation			Record Drawings			ADMINISTRATION AND MANAG			Administration/Management			Quality Control and Assurance		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge	70.00																		
Senior Project Manager (Highway)	68.89																		
Construction Manager	60.00	1E-09	100.00%	60.00								1E-09	100.00%	60.00					
Chief Structural Engineer	60.00																		
Project Manager (Highway)	54.78				16	20.00%	10.96							4	33.33%	18.26	12	100.00%	54.78
Resident Engineer	39.74				64	80.00%	31.79	4	50.00%	19.87									
Senior Resident Inspector	43.64																		
Assistant Resident Inspector	32.61																		
Design Engineer II (Highway)	34.99																		
Construction Inspector III	35.70																		
Land Surveyor	33.66																		
Survey Crew Chief	31.73																		
Rodman	15.99																		
CADD Technician III	29.67							4	50.00%	14.84									
Administrative Assistant	24.05													8	66.67%	16.03			
TOTALS		1E-09	100%	\$60.00	80	100%	\$42.75	8	100%	\$34.71	1E-09	100%	\$60.00	12	100%	\$34.29	12	100%	\$54.78

DETAILED SUMMARY OF DIRECT COSTS

CONSULTANT: TranSystems
ROUTE: FAU 2659 West Avenue
PROJECT: M-9003 (794)
SECTION: 11-00177-00-RS
COUNTY: DuPage
JOB NO.: C-91-414-11

INHOUSE DIRECT COSTS

TRAVEL

80	\$	45.00	per day	<u>\$3,600.00</u>
# of days x day rate				Cost

SURVEY SUPPLIES \$0.00

PRINTING (breakdown in following manner: # of sets x # of prints/set x rate)

Blueprints: 8 sets x 9 prints/set x \$0.20 \$14.40

Reports: _____ \$0.00

OUTSIDE DIRECT COSTS

PRINTING

Mylars: _____ \$0.00

Reports: _____ \$0.00

Project Schedule

CONSULTANT: TranSystems
ROUTE: FAU 2659 (West Avenue)
PROJECT: M-9003 (794)
SECTION: 11-00177-00-RS
COUNTY: DuPage
JOB NO.: C-91-414-11

DATE DATE March 22, 2011

MONTH	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	TOTAL
ESTIMATED CONTRACTOR'S SCHEDULE							
NO. OF WEEK DAYS	0	23	21	21	10	0	75
NO. OF IDOT WORKING DAYS	0	17	16	16	14	0	63
NO. OF WEEKEND DAYS	0	0	0	0	0	0	0
TOTAL DAYS	0	23	21	21	10	0	75
TOTAL HOURS (8 HOURS/DAY)	0	184	168	168	80	0	600
TASK (HOURS PER TASK)							
PRECONSTRUCTION							
Contract Documents Review	4						4
Project Site Inspection	4						4
Meeting	6						6
Job Setup	8						8
CONSTRUCTION							
Shop drawing review	4						4
Layout verification	4	4	4				12
Construction Inspection	0	74	62	62	24		222
Traffic Control	0	23	21	21	10		75
Daily Documentation	0	23	21	21	10		75
Pay Estimates	0	8	8	8	8		32
Weekly Documentation	0	4	4	4	4		16
Other Agency Coordination	4	4	4	4	4		20
Contractor Coordination	8	40	40	40	20		148
Utility Coordination	4	4	4	4	0		16
QC/QA of Materials	0	4	4	4	0		12
POST CONSTRUCTION							
Final Documentation					80		80
Record Drawings					8		8
ADMINISTRATION AND MANAGEMENT							
Administration/Management	2	2	2	2	2	2	12
Quality Control and Assurance	2	2	2	2	2	2	12
Total Hours	50	192	176	172	172	4	766
Vehicle Days	5	23	21	21	10	0	80

Assumptions
 8 Hour work day
 60 Working Day Contract

Anticipated Schedule
 Letting
 Contract Execution
 Begin Construction
 Project Completion
 Finalize Documentation

June 17, 2011
 July 25, 2011
 August 1, 2011
 November 4, 2011
 December 2, 2011



Payroll Escalation Table
Anniversary Raises

FIRM NAME Great Lakes Soil & Environmental Consultants, Inc.
PRIME/SUPPLEMENT Transystems

DATE 03/22/11
PTB NO. _____

CONTRACT TERM 4 MONTHS
START DATE 8/1/2011
RAISE DATE Anniversary

OVERHEAD RATE 160.18%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

2

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.50%

The total escalation for this project would be: 0.50%

In-HOUSE DIRECT COSTS

Great Lakes Soil & Env. Consultants, Inc.
Pingree Road, Crystal Lake, IL
Section: 08-00107-00-FP

Item Description

					TOTAL
REPRODUCTION & PICTURE ALLOWANCE					
Reproduction	MO @	\$ 50.00	/ MO (Billed at Actual Cost)		\$ -
Pictures	MO @	\$ 50.00	/ MO (Billed at Actual Cost)		\$ -
Reproduction & Picture Totals:					\$ -
VEHICLE MILEAGE NOT ELIGIBLE FOR PROFIT					
Vehicle Days		\$ 45.00	Day	5	\$ 225.00
Personal Car Usage:	Mileage @	\$ 0.505 / mile			\$ -
Vehicle Totals:					\$ 225.00
COMMUNICATION					
Phone/Radio Combo Units	0 MO @	\$ 70.00 / MO		0 People	\$ -
Radio Only Units	0 MO @	\$ 60.00 / MO		0 People	\$ -
Communication Charge Totals:					\$ -
2011 Rates					
LABORATORY TESTING					
Nuclear Density Gauge Compaction		\$ 45.00	Day	2	\$ 90.00
Modified Proctor Tests (AASHTO T180)		\$ 194.00	Each	0	\$ -
Standard Proctor Tests (AASHTO T99)		\$ 189.00	Each	1	\$ 189.00
Organic Content		\$ 116.00	Each	0	\$ -
L.A. Abrasion		\$ 578.00	Each	0	\$ -
Gradation (Wash)		\$ 158.00	Each	0	\$ -
PGE Gradation (Wash)		\$ 289.00	Each	0	\$ -
Atterberg Limits		\$ 116.00	Each	0	\$ -
Sieve Analysis with Hydrometer Tests		\$ 173.00	Each	0	\$ -
Concrete					
Compressive Strength of Test Cylinders		\$ 29.00	Each	6	\$ 174.00
Pick up Charge		\$ -	Per trip	0	\$ -
Hot Mixed Asphalt					
HMA Air Voids		\$ 420.00	Each	0	\$ -
Core Density		\$ 68.00	Each	12	\$ 816.00
Extraction/Ignition & Gradation		\$ 231.00	Each	0	\$ -
Gradation of stockpile/belt Aggregates		\$ 158.00	Each	0	\$ -
Laboratory Testing Charge Totals:					\$ 1,269.00
TOTALS:					\$ 1,494.00



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 12, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Charles J. Stenzel
Transsystems Corporation
1051 Perimeter Dr.
Suite 1025
Schaumburg, IL 60173-

Dear Mr. Stenzel:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2009. Your firm's total annual transportation fee capacity will be \$189,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 162.31% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Janet L. Pisani".

Janet L. Pisani, P.E.
Acting Section Chief
Preliminary Engineering



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 13, 2011

TO: Mayor DiCianni and Members of the City Council

RE: **Spring Road LAPP Improvements
Construction Engineering Services**

The Public Works and Building Committee met on Monday, June 13, 2011 to discuss a proposal received from TranSystems Corporation for professional engineering services for construction of a Local Agency Pavement Preservation (LAPP) project along Spring Road from Vallette Street to Harrison Street.

The improvements include removal and replacement of deteriorated sections of curb and gutter, pavement and sidewalks. The final pavement construction will include a three inch (3") grind of the existing pavement and a 3" overlay with asphalt.

TranSystems assisted the City in the preparation of Federal Surface Transportation Program (STP) funding application. This project received \$469,000 in Federal STP funding for construction through the DuPage Mayors and Managers Conference (DMMC). The construction estimate for the total project cost is \$670,000. Engineering is not eligible for STP funding.

TranSystems assisted the City in the preparation of Phase I preliminary engineering and Phase II design engineering in accordance with Illinois Department of Transportation requirements for LAPP projects. The Phase III construction engineering services include construction observation, inspection assistance, construction layout, project coordination, materials testing, final construction documents and as-built drawings in accordance with Federal STP funding requirements. This project will be bid through the Illinois Department of Transportation on June 17, 2011. Construction is anticipated to begin in the Fall of 2011.

TranSystems has proposed to do this work on a cost plus fixed fee basis with a total cost not to exceed \$81,483.52. The consultant fees and services are included in the IDOT Local Agency/Consultant, Construction Engineering Services Agreement for Federal Participation attached. These rates are consistent with fees for professional services on similar projects. TranSystems has completed similar work for the City in the past on numerous City projects in a satisfactory and professional manner. Monies for this project have been provided in the FY 2011/12 Budget, Account Number 110-6041-432-80-15 in the amount of \$100,000.

Copies To All
Elected Officials

6/16/11

cc: P.W. and
Bldg. Comm.

Mayor TPB Koff
Hughes
6-9-11

Page 2

TO: Mayor DiCianni and Members of the City Council

RE: **Spring Road LAPP Improvements
Construction Engineering Services**

It is, therefore, the recommendation of the Public Works and Building Committee that the Phase III Construction Engineering Services Proposal from TranSystems Corporation for the Spring Road LAPP Improvements in the amount not to exceed \$81,483.52, be accepted, and that the City attorney be authorized to prepare a resolution approving a contract with TranSystems Corporation.

Respectfully submitted,

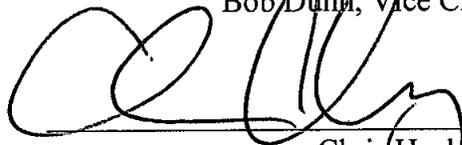
PUBLIC WORKS AND BUILDINGS COMMITTEE



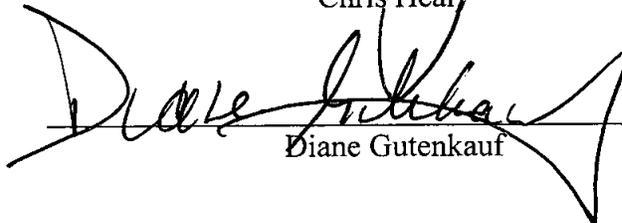
Jim Kennedy, Chairman



Bob Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf

TranSystems

TranSystems
1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173-5058
Tel: 847-605-9600
Fax: 847-605-9610
www.transystems.com

April 18, 2011

Mr. Michael Hughes, PE
Director of Public Works
City of Elmhurst
209 North York Street
Elmhurst, IL 60126

Attention: Mrs. Cori Tiberi, PE
City Engineer

Reference: Spring Road LAPP
Construction Engineering Services

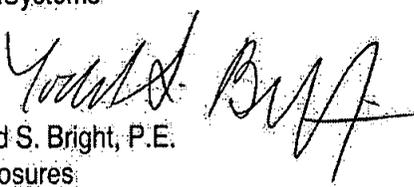
Dear Mrs. Tiberi,

We are pleased to submit for your review three (3) copies of our Construction Engineering Services Agreement for the Spring Road LAPP project.

Thank you for the opportunity to submit our Agreement to service the City on this important project. If you have any questions, please call me at (847) 605-9600.

Very truly yours,

TranSystems


Todd S. Bright, P.E.
enclosures

Local Agency City of Elmhurst	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant TranSystems
County DuPage				Address 1475 East Woodfield Road, Suite 600
Section 11-00176-00-RS				City Schaumburg
Project No. M-9003 (793)				State IL
Job No. C-91-417-11				Zip Code 60173
Contact Name/Phone/E-mail Address Cori Tiberi/(630)530-3777/ Cori.tiberi@elmhurst.org				Contact Name/Phone/E-mail Address Eric E. Rose/ 847-605-9600/ eerose@transystems.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

Regional Engineer	Regional Engineer, Department of Transportation
Resident Engineer	LA Employee directly responsible for construction of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name	<u>Spring Road</u>	Route	<u>FAU 2672</u>	Length	<u>0.97</u>	Structure No.	<u>N/A</u>
Termini	<u>Harrison Street to Vallette Street</u>						

Description: Construction Engineering services for the resurfacing and rehabilitation of Spring Road including, curb & gutter removal and replacement, patching, milling, resurfacing, sidewalk removal and replacement, striping and landscape restoration.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

 - e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
 - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or 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 such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (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 grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and

Exhibit A - Construction Engineering

Route: FAU 2672 (Spring Road)
 Local Agency: City of Elmhurst
 (Municipality/Township/County)
 Section: 11-00176-00-RS
 Project: M-9003 (793)
 Job No.: C-91-417-11

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 162.31 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
SEE ATTACHED EXHIBIT A									
Totals		0.00							

Exhibit B



Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name TranSystems
Address Schaumburg, IL
Telephone (847) 605-9600
TIN Number 43-0839725

Project Information

Local Agency City of Elmhurst
Section Number 11-00176-00-RS
Project Number
Job Number

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Table with 3 columns: Sub-Consultant Name, TIN Number, Actual Payment from Prime. Includes rows for Great Lakes Soil & Environmental Consultants, Inc. and summary rows for Sub-Consultant Total, Prime Consultant Total, and Total for all Work Completed.

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.



**Payroll Escalation Table
Fixed Raises**

FIRM NAME TranSystems
PRIME/SUPPLEMENT Prime

DATE 03/22/11
PTB NO. _____

CONTRACT TERM 5 MONTHS
START DATE 7/1/2011
RAISE DATE 4/1/2012

OVERHEAD RATE 162.31%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2011 - 4/1/2012

4/1/2012 - 7/24/2012

5
5

0
5

= 100.00%
= 1.0000

0.00%

The total escalation for this project would be:

0.00%



EXHIBIT A

Cost Estimate of Consultant Services (CPFF)

Firm TranSystems
 Route FAU 2672 Spring Road
 Section 11-00176-00-RS
 County DuPage
 Job No. C-91-417-11
 PTB & Item _____

Date 03/22/11
 Overhead Rate 162.31%
 Complexity Factor 0

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Services By Others (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
	PRECONSTRUCTION										
	Contract Documents Review	4	150.00	243.47		57.05				450.52	0.55%
	Project Site Inspection	4	150.00	243.47		57.05				450.52	0.55%
	Meeting	6	254.54	413.14		96.81				764.50	0.94%
	Job Setup	8	300.00	486.93		114.10				901.03	1.11%
	CONSTRUCTION										
	Shop drawing review	4	150.00	243.47		57.05				450.52	0.55%
	Layout verification	20	750.00	1,217.33		285.26				2,252.59	2.76%
	Construction Inspection	152	6,045.60	9,812.61	3,164.40	2,758.28		6,233.96	6,233.96	28,014.85	34.38%
	Traffic Control	54	2,025.00	3,286.78		770.21				6,081.99	7.46%
	Daily Documentation	54	2,025.00	3,286.78		770.21				6,081.99	7.46%
	Pay Estimates	24	900.00	1,460.79		342.31				2,703.10	3.32%
	Weekly Documentation	12	450.00	730.40		171.16				1,351.55	1.66%
	Other Agency Coordination	16	600.00	973.86		228.21				1,802.07	2.21%
	Contractor Coordination	108	4,464.72	7,246.69		1,698.15				13,409.56	16.46%
	Utility Coordination	16	600.00	973.86		228.21				1,802.07	2.21%
	QC/QA of Materials	12	450.00	730.40		171.16				1,351.55	1.66%
	POST CONSTRUCTION										
	Final Documentation	80	3,414.72	5,542.43		1,298.79				10,255.94	12.59%
	Record Drawings	8	268.68	436.09		102.19				806.97	0.99%
	ADMINISTRATION AND MANAGEMENT										
	Administration/Management	10	301.96	490.11		114.85				906.92	1.11%
	Quality Control and Assurance	10	547.80	889.13		208.36				1,645.29	2.02%
	TOTALS	602	23,848.02	38,707.72	3,164.40	9,529.42	0.00	6,233.96	6,233.96	81,483.52	100.00%

DBE 7.65%

Average Hourly Project Rates

Route FAU 2672 Spring Road
 Section 11-00176-00-RS
 County DuPage
 Job No. C-91-417-11
 PTB/Item _____

Consultant TranSystems

Date 03/22/11

Sheet 1 OF 4

Payroll Classification	Avg Hourly Rates	Total Project Rates			PRECONSTRUCTION			Contract Documents Review			Project Site Inspection			Meeting			Job Setup		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge	70.00	0																	
Senior Project Manager (Highway)	68.89	0																	
Construction Manager	60.00	4E-09	0.00%	0.00	1E-09	100.00%	60.00												
Chief Structural Engineer	60.00	0																	
Project Manager (Highway)	54.78	82	13.62%	7.46										2	33.33%	18.26			
Resident Engineer	37.50	506	84.05%	31.52				4	100.00%	37.50	4	100.00%	37.50	2	33.33%	12.50	8	100.00%	37.50
Senior Resident Inspector	43.64	0																	
Assistant Resident Inspector	32.61	0																	
Design Engineer II (Highway)	34.99	2	0.33%	0.12										2	33.33%	11.66			
Construction Inspector III	36.82	0																	
Land Surveyor	33.66	0																	
Survey Crew Chief	31.73	0																	
Rodman	15.99	0																	
CADD Technician III	29.67	4	0.66%	0.20															
Administrative Assistant	24.05	8	1.33%	0.32															
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		602	100%	\$39.61	1E-09	100%	\$60.00	4	100%	\$37.50	4	100%	\$37.50	6	100%	\$42.42	8	100%	\$37.50

DETAILED SUMMARY OF DIRECT COSTS

CONSULTANT: TranSystems
ROUTE: FAU 2672 Spring Road
PROJECT: M-9003 (793)
SECTION: 00-00243-00-CH
COUNTY: DuPage
JOB NO.: C-91-417-11

INHOUSE DIRECT COSTS
TRAVEL

<u>70</u>	<u>\$</u>	<u>45.00</u>	<u>per day</u>	<u>\$3,150.00</u>
# of days x day rate				Cost

SURVEY SUPPLIES \$0.00

PRINTING (breakdown in following manner: # of sets x # of prints/set x rate)

Blueprints: 8 sets x 9 prints/set x \$0.20 \$14.40

Reports: _____ \$0.00

OUTSIDE DIRECT COSTS

PRINTING

Mylars: _____ \$0.00

Reports: _____ \$0.00

Project Schedule

CONSULTANT: TranSystems
ROUTE: FAU 2672 (Spring Road)
PROJECT: M-9003 (793)
SECTION: 11-00176-00-RS
COUNTY: DuPage
JOB NO.: C-91-417-11

DATE January 20, 2011

MONTH	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	TOTAL
ESTIMATED CONTRACTOR'S SCHEDULE						
NO. OF WEEK DAYS		23	21	21	5	70
NO. OF IDOT WORKING DAYS	17	17	16	16	14	80
NO. OF WEEKEND DAYS		0	0	0	0	0
TOTAL DAYS	0	23	21	21	5	70
TOTAL HOURS (8 HOURS/DAY)	0	184	168	168	40	560
TASK (HOURS PER TASK)						
PRECONSTRUCTION						
Contract Documents Review	4					4
Project Site Inspection	4					4
Meeting	6					6
Job Setup	8					8
CONSTRUCTION						
Shop drawing review	4					4
Layout verification	4	8	8			20
Construction Inspection	0	74	62	16		152
Traffic Control	0	23	21	10		54
Daily Documentation	0	23	21	10		54
Pay Estimates	0	8	8	8		24
Weekly Documentation	0	4	4	4		12
Other Agency Coordination	4	4	4	4		16
Contractor Coordination	8	40	40	20		108
Utility Coordination	4	4	4	4		16
QC/QA of Materials	0	4	4	4		12
POST CONSTRUCTION						
Final Documentation				40	40	80
Record Drawings					8	8
ADMINISTRATION AND MANAGEMENT						
Administration/Management	2	2	2	2	2	10
Quality Control and Assurance	2	2	2	2	2	10
Total Hours	50	196	180	124	52	602
Vehicle Days	5	23	21	21	0	70

Assumptions
 8 Hour work day
 41 Working Day Contract

Anticipated Schedule
 Letting June 17, 2011
 Contract Execution July 25, 2011
 Begin Construction August 1, 2011
 Project Completion September 30, 2011
 Finalize Documentation November 4, 2011



**Payroll Escalation Table
Anniversary Raises**

FIRM NAME Great Lakes Soil & Environmental Consultants, Inc.
PRIME/SUPPLEMENT Transystems

DATE 03/22/11
PTB NO. _____

CONTRACT TERM 4 MONTHS
START DATE 5/1/2011
RAISE DATE Anniversary

OVERHEAD RATE 160.18%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

2

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.50%

The total escalation for this project would be: 0.50%

Average Hourly Project Rates

Route Spring Road, Elmhurst, IL
 Section Section: 09-00173-00-RS
 County _____
 Job No. _____
 PTB/Item _____

Consultant Great Lakes Soil & Environmental Consultants, Inc.

Date 03/22/11

Sheet 1 OF 1

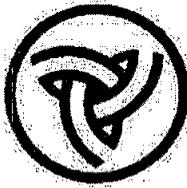
Payroll Classification	Avg Hourly Rates	Total Project Rates			Project Principal			Project Manager			Administrative Assitant			Material Technician II			Staff Engineer		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	\$70.00	1	1.96%	1.37	1	100.00%	70.00												
Project Manager	\$42.96	2	3.92%	1.68				2	100.00%	42.96									
Administrative Assitant	\$17.51	4	7.84%	1.37							4	100.00%	17.51						
Material Technician II	\$37.91	32	62.75%	23.79									32	100.00%	37.91				
Staff Engineer	\$28.39	4	7.84%	2.23												4	100.00%	28.39	
Pick up Technician	\$22.04	8	15.69%	3.46															
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		51	100%	\$33.90	1	100%	\$70.00	2	100%	\$42.96	4	100%	\$17.51	32	100%	\$37.91	4	100%	\$28.39

In-HOUSE DIRECT COSTS

Great Lakes Soil & Env. Consultants, Inc.
Pingree Road, Crystal Lake, IL
Section: 08-00107-00-FP

Item Description

						TOTAL
REPRODUCTION & PICTURE ALLOWANCE						
Reproduction	MO @	\$ 50.00	/ MO (Billed at Actual Cost)			\$ -
Pictures	MO @	\$ 50.00	/ MO (Billed at Actual Cost)			\$ -
Reproduction & Picture Totals:						<u><u>\$ -</u></u>
 VEHICLE MILEAGE NOT ELIGIBLE FOR PROFIT						
Vehicle Days		\$ 45.00	Day	6		\$ 270.00
Personal Car Usage:	Mileage @	\$ 0.505	/ mile			\$ -
Vehicle Totals:						<u><u>\$ 270.00</u></u>
 COMMUNICATION						
Phone/Radio Combo Units	0 MO @	\$ 70.00	/ MO	0 People		\$ -
Radio Only Units	0 MO @	\$ 60.00	/ MO	0 People		\$ -
Communication Charge Totals:						<u><u>\$ -</u></u>
2011 Rates						
LABORATORY TESTING						
Nuclear Density Gauge Compaction		\$ 45.00	Day	2		\$ 90.00
Modified Proctor Tests (AASHTO T180)		\$ 194.00	Each	0		\$ -
Standard Proctor Tests (AASHTO T99)		\$ 189.00	Each	1		\$ 189.00
Organic Content		\$ 116.00	Each	0		\$ -
L.A. Abrasion		\$ 578.00	Each	0		\$ -
Gradation (Wash)		\$ 158.00	Each	0		\$ -
PGE Gradation (Wash)		\$ 289.00	Each	0		\$ -
Atterberg Limits		\$ 116.00	Each	0		\$ -
Sieve Analysis with Hydrometer Tests		\$ 173.00	Each	0		\$ -
Concrete						
Compressive Strength of Test Cylinders		\$ 29.00	Each	8		\$ 232.00
Pick up Charge		\$ -	Per trip	0		\$ -
Hot Mixed Asphalt						
HMA Air Voids		\$ 420.00	Each	0		\$ -
Core Density		\$ 68.00	Each	9		\$ 612.00
Extraction/Ignition & Gradation		\$ 231.00	Each	0		\$ -
Gradation of stockpile/belt Aggregates		\$ 158.00	Each	0		\$ -
Laboratory Testing Charge Totals:						<u><u>\$ 1,123.00</u></u>
TOTALS:						<u><u>\$ 1,393.00</u></u>



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 12, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Charles J. Stenzel
Transystems Corporation
1051 Perimeter Dr.
Suite 1025
Schaumburg, IL 60173-

Dear Mr. Stenzel:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2009. Your firm's total annual transportation fee capacity will be \$189,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 162.31% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Janet L. Pisani".

Janet L. Pisani, P.E.
Acting Section Chief
Preliminary Engineering

SEFC PREQUALIFICATION

FIRM: TRANSYSTEMS CORPORATION

SOI CODE: TRANSY

DATE: 08/12/10

PLANS, SPECIFICATIONS & ESTIMATES

1. FREEWAYS:	X	11. MOVABLE BRIDGE:	X
2. ROADS AND STREETS:	X	12. STEEL GIRDER BRIDGE:	X
3. AER. PLANNING & SPECIAL SERVICE	X	13. TIED ARCH BRIDGE:	
4. AER. DESIGN:	X	14. SEGMENTAL CONCRETE BOX GIRDER BRIDGE:	
5. AER. CONSTRUCTION INSPECTION:	X	15. CONT/CANT TRUSS BRIDGE:	
6. HIGHWAY STRUCTURE:SIMPLE:	X	16. CABLE STAYED GIRDER BRIDGE:	
7. HIGHWAY STRUCTURE:TYPICAL:	X	17. TRAFFIC SIGNALS:	X
8. HIGHWAY STRUCTURE:ADV TYPICAL:	X	18. LIGHTING:	X
9. HIGHWAY STRUCTURE:COMPLEX:	X	19. PUMPING STATION:	
10. RAILROAD BRIDGE:	X		

S T U D I E S

20. LOCATION DRAINAGE:	X	23. SAFETY STUDIES:	X
21. TRAFFIC STUDIES:	X	24. FEASIBILITY STUDIES:	X
22. SIGNAL COORDINATION & TIMING (SCAT):	X		

HYDRAULIC REPORTS

25. WATERWAYS TYPICAL:	X	27. PUMP STATION:	
26. WATERWAYS COMPLEX	X		

LOCATION AND DESIGN STUDIES

28. REHABILITATION:	X	30. NEW CONST./MAJ RECONST:	X
29. RECONST./MAJ REHAB:	X		

ENVIRONMENTAL STUDIES & REPORTS

31. E.A.:	X	32. E.I.S.:	X
-----------	---	-------------	---

SPECIAL DESIGN STUDIES

33. MASS TRANSIT:	X	34. RAILWAY ENGINEERING:	X
-------------------	---	--------------------------	---

SPECIAL SERVICES

35. ROUTE SURVEY:	X	45. ARCHITECTURE:	
36. LAND SURVEY:		46. LANDSCAPE ARCHITECTURE:	X
37. AERIAL MAPPING:		47. HAZARDOUS WASTE:	
38. GENERAL GEOTECHNICAL SERVICES:		48. ASBESTOS ABATEMENT SURVEY:	
39. COMPLEX GEOTECHNICAL/MAJOR FOUNDATION:		49. CONSTRUCTION INSPECTION:	X
40. SUBSURFACE EXPLORATIONS:		50. QA COMPLETE:	
41. STRUCTURE GEOTECHNICAL REPORTS:		51. QA HMA & AGGREGATE:	
42. ELECTRICAL ENGINEERING:		52. QA PCC & AGGREGATE:	
43. MECHANICAL ENGINEERING:		53. BITUMINOUS MIX DESIGNS:	
44. SANITARY ENGINEERING:		54. SUBSURFACE UTILITY ENGINEERING:	

X PREQUALIFIED

A YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.

P PENDING FUTHER REVIEW

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

L LOSS OF PREQUALIFICATION



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 11, 2010

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Sudhakar Doppalapudi
Great Lakes Soil & Env. Consult.Inc
600 Territorial Drive
Suite G
Bolingbrook, IL 60440-

Dear Mr. Doppalapudi:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending June 30, 2009. Your firm's total annual transportation fee capacity will be \$12,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 157.01% are approved on a provisional basis and will be used in evaluating your Statement(s) of Interest in our selection process. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until June 30, 2010. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

A handwritten signature in cursive script that reads "Cheryl Cathey".

Cheryl Cathey P.E.
Chief of Preliminary Engineering



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 13, 2011

To: Mayor DiCianni and Members of the City Council

Re: **Metra Grant – Parking Deck at Larch and First**

The Public Works and Buildings Committee met on Monday, June 13, 2011 to review the terms of the agreement between the City of Elmhurst and Metra associated with the Metra grant for the construction project.

The City of Elmhurst and Metra have been in a conversation for several years relative to Metra support for the parking structure and, thereby, to provide for additional parking for Metra's customers at the Elmhurst station. The City of Elmhurst and Metra have processed similar agreements to support grants for the Schiller Street deck and the Adelaide deck. The proposed grant documents for the Larch and First Street deck are comparable. The terms provide that the City will maintain the parking structure providing for all day parking on a first come, first served basis for a 40 year time frame and the number of spaces are identified in the document as 125 in the parking deck.

In addition, Metra has asked for first come, first served and all day parking capabilities for the parking spaces recently constructed by the City in collaboration with the Union Pacific Railroad at three locations along First Street as shown on the grant exhibit. At Elmhurst's request and with Elmhurst documentation, Metra has revised their previous rule of thumb for parking spaces per dollars at a space per \$10,000 to a space for \$15,000 as a result of Elmhurst's documented expenses. The terms of the lease document have been reviewed and judged reasonable and appropriate and do not adversely affect any of Elmhurst's intentions for use of these spaces going forward.

Copies To All
Elected Officials

6/16/11

cc: P.W. and
Bldg. Comm.

Mayor Kopp Hughes
6-13-11

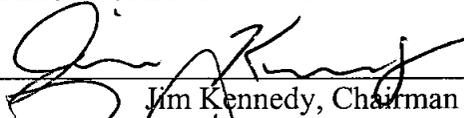
Page 2

To: Mayor DiCianni and Members of the City Council
Re: **Metra Grant – Parking Deck at Larch and First**

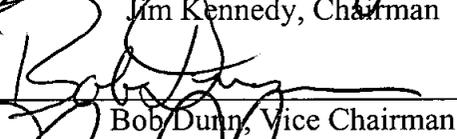
It is therefore the recommendation of the Public Works and Buildings Committee that the City Council authorize the City Attorney to prepare the proper documents for formal approval of the grant/lease document for the \$2.5 million Metra grant to be received by the City of Elmhurst as a result of the Larch and First Street parking deck project.

Respectfully submitted,

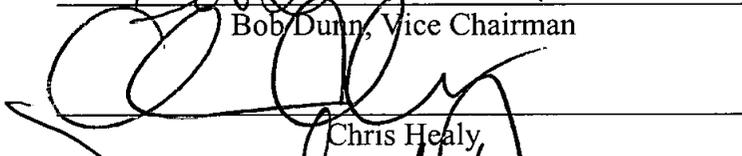
PUBLIC WORKS AND BUILDINGS COMMITTEE



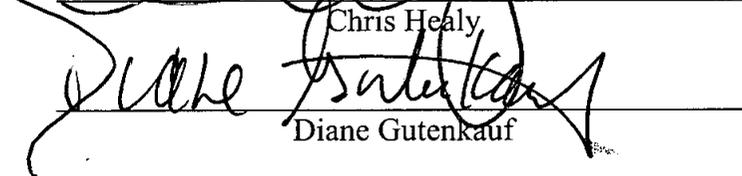
Jim Kennedy, Chairman



Bob Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf

THIS AGREEMENT ("Agreement") is entered into by and between the City of Elmhurst, an Illinois municipal corporation ("**Grantor**") and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**") Grantor and Metra are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

RECITALS

- A. Grantor owns property located on the northwest corner of West 1st Street and North Larch Avenue in the City of Elmhurst identified by PIN number(s) 06-02-219-021, 06-02-219-022, and 06-02-219-023, improved with a six level parking deck containing a total of two hundred fifty three (253) parking spaces, delineated on **Exhibit A** attached to and made a part of this Agreement ("**Parking Deck**").
- B. Grantor has constructed and maintains thirty-nine (39) surface level parking spaces, located in those areas shown on **Exhibit B**, attached hereto and made a part hereof ("**Surface Spaces**").
- C. Metra desires to obtain from Grantor and Grantor desires to grant to Metra an easement for Metra Commuter Parking in and to (i) no less than one hundred twenty-five (125) parking spaces within the Parking Deck, ("**Parking Deck Spaces**") and (ii) the Surface Spaces (collectively, the Parking Deck Spaces and the Surface Spaces shall be the "**Premises**") together with access thereto in accordance with the terms and provisions set forth below ("**Easement**").
- D. Grantor has agreed to operate and maintain the Parking Deck and Surface Spaces in accordance with the terms and provisions of Section 2 of this Agreement entitled, "Maintenance of Parking Lot."

SECTION 1

GRANT OF EASEMENT

NOW, THEREFORE, for and in consideration of foregoing Recitals, which are hereby incorporated into this Agreement, the covenants and agreements set forth herein, Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor hereby grants to Metra the Easement, subject to the following terms, covenants, and conditions.

1. **EASEMENT FEE.** Upon execution of this Agreement by Metra and Grantor, Metra shall pay to Grantor as fair and reasonable compensation a one time Easement fee in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) ("**Easement Fee**").

2. **USE.** The Premises shall be used for Metra commuter rail parking between the hours of 6:00am and 6:00pm, Monday through Friday and on such hours on weekends and holidays as may be designated by Metra from time to time ("**Metra Time**"). At all other times, Grantor may permit such other parties as they may deem appropriate to use the Premises for non-commuter parking.

3. **TERM.** Metra's use of the Premises shall commence on the date of this Agreement ("**Commencement Date**") and shall continue in force and effect for a period of forty (40) years, unless sooner terminated as herein provided ("**Term**"). Metra shall have the option to renew the Term for an additional forty (40) year term (hereinafter referred to as the "**Renewal Term**"), as set forth herein. At least two hundred and seventy (270) days prior to the expiration of the Term, Metra shall provide the City written notice of its intention to renew the Agreement. The City shall then have the option to increase the Easement Fee for the Renewal Term by sending Metra written notice of its intention to increase said Easement Fee at least one hundred eighty (180) days prior to the commencement of the Renewal Term. Thereafter, if Metra agrees to exercise its option for the Renewal Term, it shall do so by giving the City written notice of such exercise not less than sixty (60) days prior to the commencement of such Renewal Term, along with payment of the increased Easement Fee for the Renewal Term. In the event this Agreement is renewed as set forth above, then all references to the Renewal Term as set forth hereinafter shall include the additional Renewal Term.

4. **TAXES.** The City represents that the Premises are currently tax exempt from real property taxes. During the term of this Agreement, Metra shall pay all real estate taxes which may become due or which may be assessed against said Premises or Metra or in any manner arise from any activities conducted on the Premises by Metra. Metra shall protect, indemnify, defend and forever save and keep harmless Grantor, its administrators, officers, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due.

SECTION 2

MAINTENANCE OF PARKING LOT

1. **PURPOSE OF USE.** The Parties agree that the purpose of this Agreement is to insure that the Premises are managed, secured, maintained and operated as a commuter rail parking facility during Metra Time with daily rates for public parking. Grantor desires to control access to said Premises and operate and maintain said Premises. Parking lot fees set and collected by Grantor shall be standardized for all patrons of the Premises and Grantor shall under no circumstances discriminate against non-residents of the City of Elmhurst in setting parking fees. The Premises shall be operated as a daily parking lot with spaces available on a first-come-first-served basis. Metra reserves the right, at any time, to review and approve the amount of the parking fees charged by Grantor.

2. **USE BY METRA AND PUBLIC.** During the Term of this Agreement and the Metra Time, Grantor is granted an irrevocable license to operate and maintain the Premises as a Metra commuter parking facility, subject to paragraph 3 of Section 2 below. Grantor further agrees that Grantor and Grantor's employees and invitees in and about said Premises shall be subject to the general rules and regulations of Metra relating to said commuter parking facilities and to Metra's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

3. **RESERVED RIGHTS.** The Grantor reserves the following rights with respect to the Easement: (a) to enter upon the Premises or any part thereof at any time to make inspections, repairs or alterations to the Premises or part of the Parking Deck; (b) to perform any acts related to the safety, protection, preservation, sale or improvement of the Premises; (c) to enter upon said Premises at any time to eject therefrom any disorderly person or persons; and (d) to enter upon the Premises to enforce state, local and federal laws, including but not limited to traffic and parking laws, ordinances and regulations and to enter upon the Premises for any purpose if, in the Grantor's sole opinion, an emergency situation exists. The Grantor reserves the right, after giving Metra prior reasonable notice of such and obtaining Metra's consent, which consent shall not be unreasonably withheld, to make necessary repairs and alterations to the Premises or other parts of the Parking Deck, in the event and to the extent that such repairs or alterations temporarily interfere with the use of the Premises for commuter parking. The exercise of any reserved right by the Grantor shall never be deemed an eviction or disturbance of Metra's use and possession of the Premises nor render the Grantor liable in any manner to Metra or to any other person.

4. **MAINTENANCE, ACCESS AND RELOCATION.**

(a) Grantor, at its own cost and expense, and as provided in Section 10 below, shall manage the Premises and shall be responsible for the performance of "**Routine Maintenance.**" Routine Maintenance shall include, but shall not be limited to, snow removal, lighting, sealing and patching pavement, patrolling the Premises and payment of utility expenses associated with the operation of the Premises. Subject to the terms and conditions of Section 10 below, Grantor shall also be responsible for capital improvements to the Premises including but not limited to major rehabilitation, excavation, demolition of structures, new

construction, light standard or light fixture placement or replacement necessitated by damage to the Parking Deck. In the event Grantor fails to manage, operate or maintain the Premises in accordance with the terms and provisions of this Agreement, Metra may provide, upon ninety (90) days prior written notice to the Grantor, or cause to be provided, such management, operation and maintenance services and Grantor shall reimburse Metra for the cost of said management, operation and maintenance services within thirty (30) days of Grantor's receipt of a written demand for payment from Metra.

(b) Grantor shall operate and maintain the Premises subject to rights of any party, including Metra, in and to any existing roadways, easements, permits, or licenses. Grantor agrees to provide access to the Premises to Metra and the public over and through the existing roadways and easements should such access be deemed necessary by Metra. Grantor further agrees that Metra shall not be responsible for the care or maintenance (including snow removal) of said roadways.

(c) Grantor, at its own cost and expense, shall be responsible for the "**Standard Maintenance**" of all landscaping on and along the Premises and/or the Parking Deck. For purposes of this Agreement, Standard Maintenance shall include without limitation watering, weeding, mowing, trimming, and mulching as dictated by the specific plantings on the Premises and/or the Parking Deck.

(d) If for any reason, the Premises can no longer be used as, or Grantor does not operate or maintain the Premises as, a Metra commuter rail parking facility during Metra Time with daily rates for public parking, Grantor agrees to provide to Metra, within thirty (30) days, and at no additional cost to Metra, an equivalent number of parking spaces to be used as a Metra commuter rail parking facility during the Metra Time with daily rates for public parking which will be governed by this Agreement and in a location satisfactory to both of the Parties. Metra's approval shall not be unreasonably withheld. If within thirty (30) days, the location of an equivalent number of spaces cannot be identified to the satisfaction of the Parties, Grantor shall reimburse Metra the pro rata Easement Fee for the lost parking spaces, amortized over the Term of this Agreement.

5. **SIGNS.** Grantor shall not post or place any signs regulating the Metra commuter rail parking on the Premises without having first received Metra's approval of the content, design and location of the sign.

6. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) Grantor shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or Grantor now or hereinafter carried on or covering the Premises or any improvements thereon.

(b) The Grantor shall have the right to self-insure or, in its sole election, Grantor shall maintain insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-6991) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation reasonably acceptable to Metra's Risk

Management Department evidencing the acquisition of the required insurance. Such policies of insurance or self-insurance shall include commercial general liability, automobile, workers compensation, and when required, railroad protective liability insurance coverage as stated on **Exhibit B** attached to and made a part of this Agreement (“**Insurance Requirements**”). To the extent permitted by law, said insurance shall show *The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation*, as additional insureds and shall be endorsed to assume the contractual obligations of Grantor as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Grantor shall not knowingly permit the existence of any nuisance on the Premises; shall not create dangerous or hazardous conditions on the Premises, nor knowingly allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Grantor or its agent(s) shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises.

(d) Grantor agrees to use its reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Term. Should any contamination or other environmental condition occur or result from Grantor's use or occupancy of the Premises, Grantor will be responsible for all costs associated with its mitigation, cleanup and any related liability. Grantor specifically agrees to indemnify, defend and hold harmless Metra, RTA, NIRCRC and UPRR from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Grantor's use or occupancy of the Premises.

(e) Grantor's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the RTA NIRCRC or the UPRR as additional insureds shall not, at any time, operate as a waiver to Metra's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement.

7. **LICENSE TO OPERATE.** Grantor shall pay for the cost of any licenses, permits or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Premises as a Metra commuter parking facility.

8. **INDEMNIFICATION AND WAIVER.**

a) To the fullest extent permitted by law, the Grantor hereby assumes and agrees to release, acquit and waive any rights which Grantor may have against and forever discharge Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, employees, agents,

successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by the Grantor, its employees, officers, agents and all other persons acting on the Grantor's behalf while on the Premises, or arising from the condition of the Premises during the term of this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

b) To the fullest extent permitted by law, Metra hereby assumes and agrees to release, acquit and waive any rights which Metra may have against and forever discharge the Grantor, its administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on its behalf or with its authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death, at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement or which may occur to or be incurred by Metra, its employees, officers, agents and all other persons acting on Metra's behalf while on the Premises, or arising from the condition of the Premises during the Term of this Agreement, except to the extent such injuries or damages are caused by the negligence or willful misconduct of the Grantor. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

c) To the fullest extent permitted by law, the Grantor agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Grantor, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, or, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of Metra, the RTA or the NIRCRC. Metra agrees to notify the Grantor in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. The Grantor further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at

their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Grantor shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld.

d) To the fullest extent permitted by law, Metra agrees to indemnify, defend and hold harmless the Grantor, its administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on its behalf or with its authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to, or be incurred by, Metra, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, or, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or willful misconduct of the Grantor. The Grantor agrees to notify Metra in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Metra further agrees to defend the Grantor, its administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, provided, however, that the Grantor may elect to participate in the defense thereof at its own expense or may, at its own expense, employ attorneys of its own selection to appear and defend the same on behalf of the Grantor, and its administrators, officers, agents or employees. Metra shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of the Grantor, which consent shall not be unreasonably withheld.

e) Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence or willful misconduct of Metra, the RTA or the NIRCRC with respect to any construction work performed by the Grantor or those performing on behalf of or with the authority of the Grantor in violation of the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq.

9. CONSTRUCTION OF IMPROVEMENTS.

(a) In all contracts executed by Grantor for maintenance of the Premises (including snow removal) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Grantor will use its best efforts to require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such

contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Grantor will further use its best efforts to cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

10. **LIENS.** Neither Grantor nor Metra agree not to suffer or permit any lien of mechanics or materialmen to be placed against the Premises or any part thereof and, in case of any such lien attaching to the Premises, immediately to pay off and remove the same.

11. **PARKING REVENUES.**

a) All parking fees or other revenue derived from Municipality's use of the Premises and the Parking Deck ("**Revenues**") shall first be utilized for Routine Maintenance, Standard Maintenance and administrative expenses incurred from the operation of the Surface Spaces and Parking Deck.

b) Grantor shall establish and maintain adequate accounting records of all Revenues based on generally accepted accounting principles consistent with the manner Grantor maintains records of its other accounts in order to insure compliance with this Agreement. Grantor shall permit and shall require its contractors to permit Metra, RTA, NIRCRC or any other agency authorized to perform such audit and inspection, to reasonably inspect all work, material and other data and records with regard to the Revenue collected and to audit the books and accounts of Grantor with respect to the Parking Deck and Surface Spaces and its contractors with respect to said Revenues.

Grantor shall make its records available to Metra at mutually convenient times. At the option of Metra, Metra and Grantor shall conduct a yearly joint inspection of the Premises to assure compliance with the terms of this Agreement.

12. **IMPROVEMENTS.** Grantor shall not make any material improvements to the Premises adverse to the terms of this Agreement without having first obtained the prior written consent of Metra, which consent shall not be unreasonably withheld, conditioned or delayed. Grantor shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises (improvements shall not include such items of Routine Maintenance and Standard Maintenance, but shall include capital improvements, as described and referenced in Section 4 of this Agreement).

SECTION 3

GENERAL PROVISIONS

1. **NOTICES.** All notices, demands, and elections required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, delivered personally, or hand delivered by a courier service to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections, and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail or on the day of delivery if delivered personally or hand delivered.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract Management
Phone: (312) 322-6696
Fax: (312) 322-6698

(b) Notices to Grantor shall be sent to:

City of Elmhurst
209 N. York Road
Elmhurst, Illinois 60126
Attn: City Manager
Phone: (630) 530-3000
Fax: (630) 530-3014

2. **MISCELLANEOUS.**

(a) For the Term of this Agreement, the terms, benefits, and privileges of this Easement shall be deemed and taken to be covenants and easements running with the Land and shall be binding upon the Grantor, its successors, assigns, transferees, and any persons from time to time having any interest in the Land.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety

as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(d) No waiver of any obligation or default of Metra shall be implied from omission by Grantor to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

(e) Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine, and neuter shall be freely interchangeable.

(f) In the event the time for performance hereunder falls on a Saturday, Sunday, or holiday, the actual time for performance shall be the next business day.

(g) This Agreement shall be governed by the internal laws of the State of Illinois.

This Agreement constitutes the entire contract between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by all the Parties and dated a date subsequent to the date of this Agreement.

3. REMEDIES.

(a) If the Grantor or Metra shall default in the performance of its obligations hereunder, then the non-defaulting party shall, in addition to all other remedies it may have at law or in equity, after thirty (30) business days' prior written notice to the defaulting party (or in the event of an emergency then after such notice as its practical under the circumstances), have the right, but not the obligation, to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost thereof, together with interest thereon at the rate of five percent (5%) in excess of the corporate base rate of interest charged from time to time by Bank of America for commercial loans, plus reasonable attorney and collection fees. Notwithstanding the foregoing (except in the event of any emergency where the health, safety and welfare, or imminent harm is at stake, in which event the non-defaulting party can cure after such notice as is practical under the circumstances), the non-defaulting party shall not commence to cure any default or failure by the defaulting party, if the defaulting party commences to cure same within said thirty (30) business days' period and proceeds with due dispatch and diligence and in good faith to complete such cure. In addition, the non-defaulting party shall be entitled forthwith to obtain an injunction to specifically enforce the performance of such obligation, the parties hereby acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach; and/or to relief by all other available legal and equitable remedies from the consequences of such breach. All costs and expenses of any such proceeding shall be assessed against the defaulting party.

(b) No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such

right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provisions of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement, and at law or in equity.

(c) It is expressly agreed that no breach of the provisions of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement; but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

(d) In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

IN WITNESS WHEREOF, the Grantor and Metra have caused this Agreement to be executed the day and year first above written.

CITY OF ELMHURST:

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:**

By: _____

By: _____

Alexander D. Clifford
Executive Director/CEO

Its: _____

Attest: _____

Its: _____

Attest: _____

Its: _____

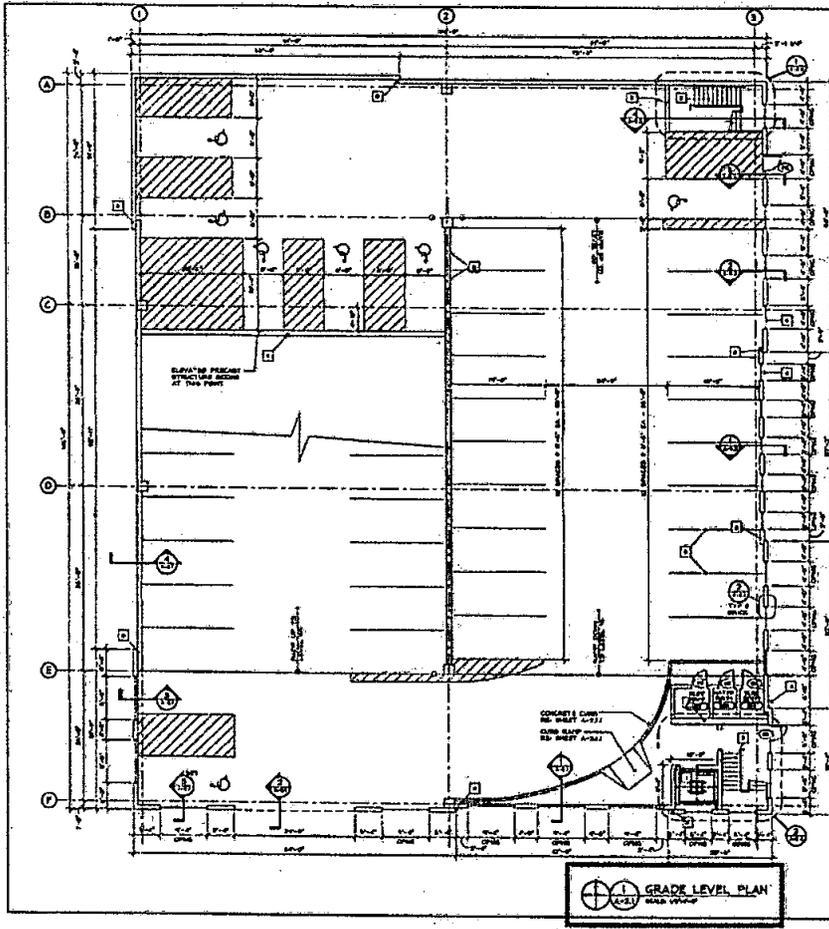
STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the above County and State, do hereby certify that _____, the _____ of the City of Elmhurst, an Illinois municipal corporation ("City") and _____, the _____ of the City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to me personally known to be the _____ and the _____ respectfully, appeared before me this day in person and severally acknowledged signing and delivering the instrument as their free and voluntary act, and as the free and voluntary act of the City, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20 ____.

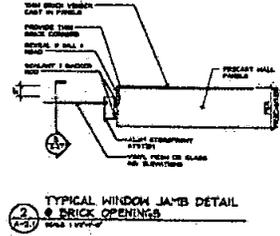
Notary Public

Exhibit A
Page 1 of 5



KEYNOTES

- 1 ELEVATOR SHAFT, SHAFT TO BE FORMED BY PRECAST CONCRETE PANEL, SHIELD & FIBER CONCRETE TIES TO BE MADE BY SHIP LIFT AS SHOWN.
- 2 PRECAST CONCRETE STAIRS & LANDING BY PRECASTER, GUARDRAILS BY OTHER.
- 3 LIND BEAMS PRECAST WALL, COOPERATION TO BE DETERMINED BY PRECAST ENGINEER.
- 4 (17) ALUMINUM STRENGTH PLATE WITH 1/4" COATED PLATE & PLATE, COLUMN TIE.
- 5 PARTIAL STRIP (17) TO BE PROVIDED BY PRECAST CONTRACTOR.
- 6 DIMENSIONS INDICATE APPLICABLE PRECAST TIE, UNITS, LOCATION AND SIZE TO BE CONFIRMED / PROVIDED BY PRECAST ENGINEER.
- 7 DIMENSION INDICATE APPLICABLE COLUMN LOCATION, APPLICABLE CONNECTION APPLICABLE WALL SUPPORTS, COLUMN TIE, WALL BEARING, COLUMN BEARING, APPLICABLE TIE BEARING.
- 8 DIMENSION INDICATE APPLICABLE LIMITS OF OVERLAY, DIMENSION OR SUPPORT OF BEAMS TIES TO BE CONFIRMED BY PRECAST ENGINEER, SEE TYPICAL DETAIL 3-A-2.
- 9 VERTICALS INCLUDING AT TOP FLOOR OF GARAGE, PROVIDE ALL HEIGHT CONCRETE PANELS AND/OR ELEVATOR LOWRY WITH ALUMINUM GLASS DOOR.
- 10 PRECAST CONCRETE PANEL TO CLOSE OFF END OF SHIP LIFT, TOP LEVEL, OR SHIP LIFT, TOP OF PANEL TO BE AT SHIP LIFT TO MAKE A 1/4" GAP TO ALLOW FOR SHIP LIFT TO BE MADE.
- 11 SHIP LIFT TO BE MADE FOR STRUCTURAL.
- 12 PRECAST CONCRETE SHAFT WALL (FOR SHIP LIFT) PROVIDE ALL HEIGHT CONCRETE PANELS AND/OR ELEVATOR LOWRY WITH ALUMINUM GLASS DOOR, PROVIDE ALL HEIGHT CONCRETE PANELS AND/OR ELEVATOR LOWRY WITH ALUMINUM GLASS DOOR, PROVIDE ALL HEIGHT CONCRETE PANELS AND/OR ELEVATOR LOWRY WITH ALUMINUM GLASS DOOR.

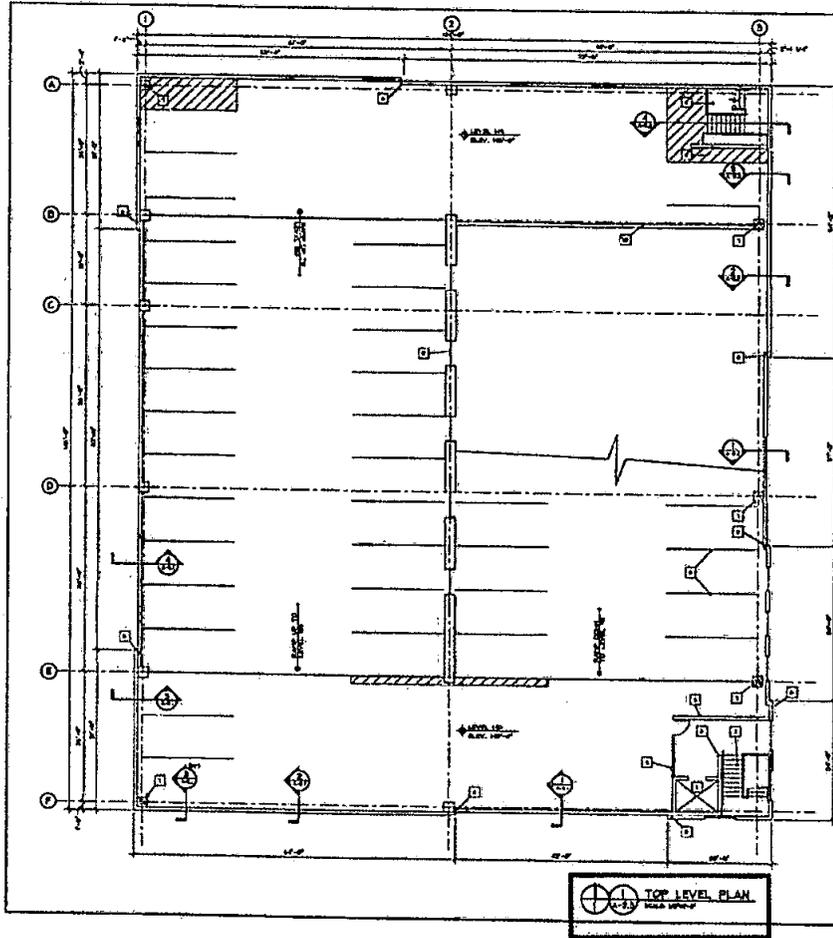


BID SET #2 - 11.13.2009
 PREPARED BY: PARKING GARAGE FOR

 ELMHURST, ILLINOIS
 JOB NO: 11
 DRAWN BY: A
 DATE: 11.13.2009
 DATE DATE: 11.13.2009
 REVISION: 1
 SHEET NUMBER: A-21

Exhibit A

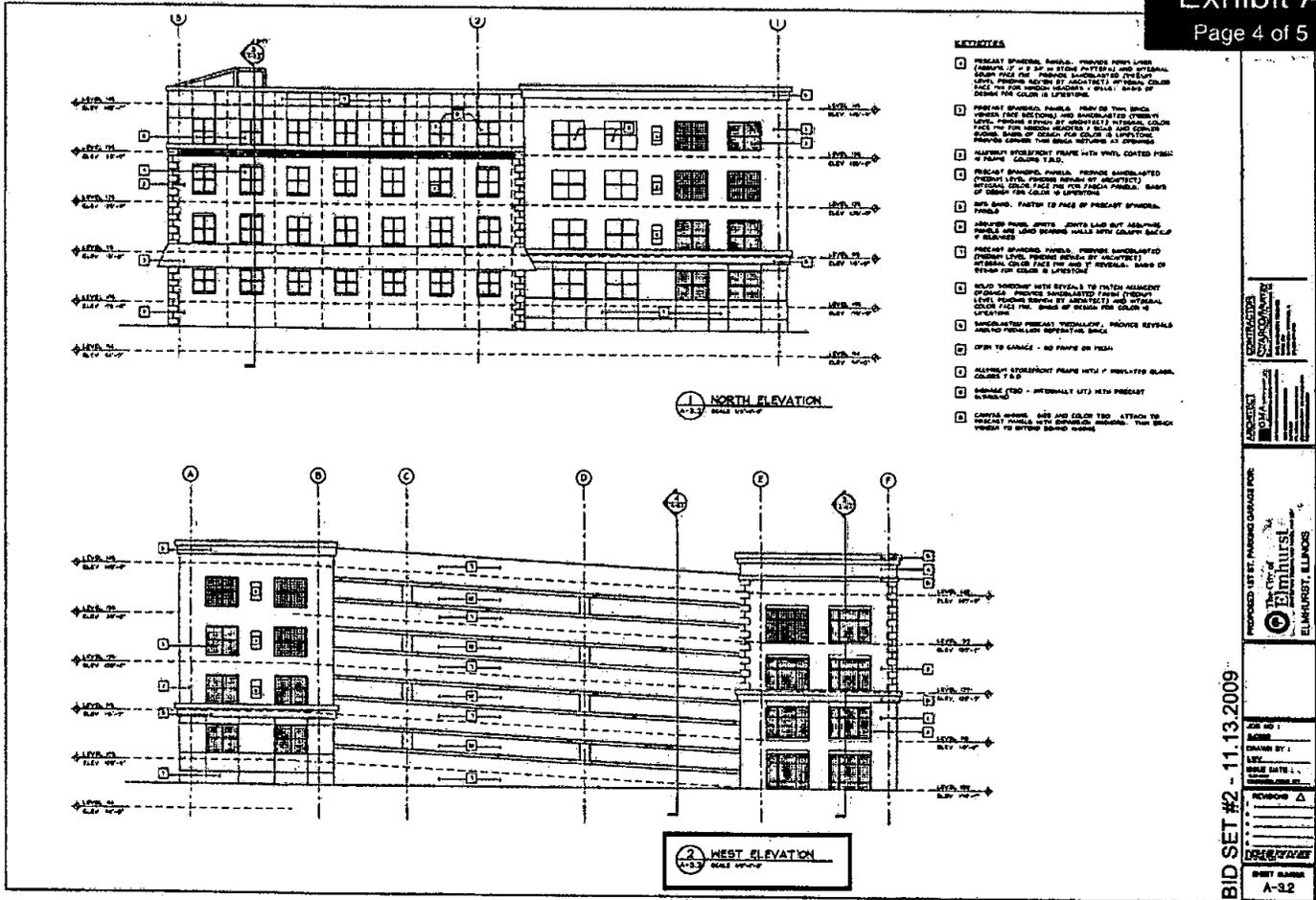
Page 3 of 5



KEY/NOTES

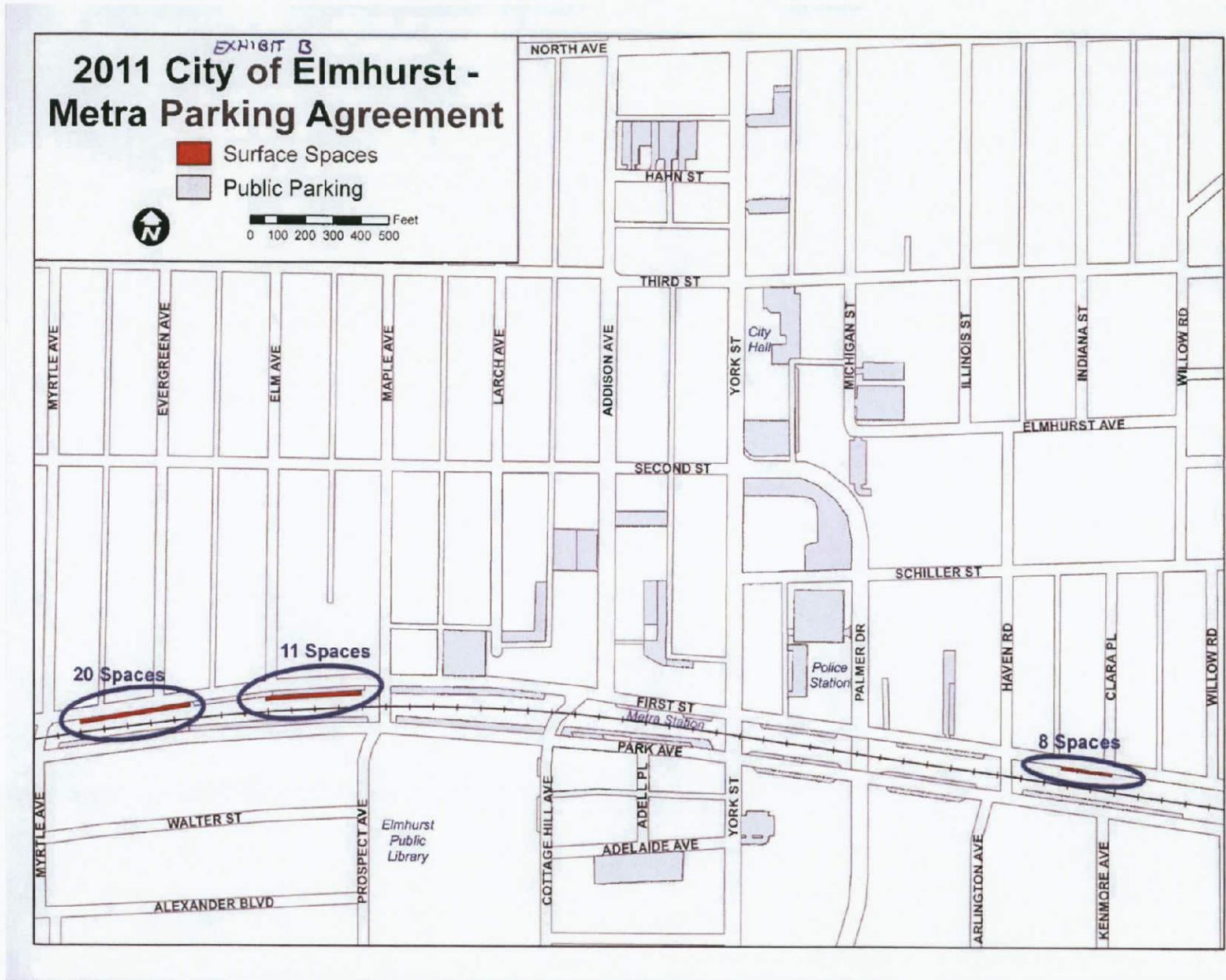
- 1. ALLVISED SHUNT, SHALL TO BE PROVIDED BY PRECAST CONCRETE SUPPLIER, VERIFY TO THE CONTRACTOR TO BE SHOWN BY SHUNT AS REQUIRED.
- 2. PRECAST CONCRETE STAIRS 1 LAMINAE BY PRECASTER, SUPPLEMENTED BY STEEL.
- 3. LAMP READING PRECAST HALL, CORRELATION TO BE ESTABLISHED BY PRECAST SUPPLIER.
- 4. (TYP) ALUMINUM EXTENSION FRAME WITH TYPICAL CORNER FROM W. FRAME, (SCALE T.B.D.).
- 5. MASONRY STAIRS (TYP) TO BE PROVIDED BY PRECAST CONTRACTOR.
- 6. DIMENSIONS INDICATE ASSUMED PRECAST THE EXACT LOCATION AND PLAN TO BE CORROBORATED / CHECKED BY PRECAST CONTRACTOR.
- 7. DIMENSIONS INDICATE ASSUMED COLUMN LOCATION, EXACT CONSTRUCTION ASSUMED AND CORROBORATED CHECKED BY MASONRY CONTRACTOR. CORROBORATE WITH AN ENGINEER'S REVIEW.
- 8. CORROBORATE PRECAST NUMBER, LENGTH OF OVERLAP DIMENSIONS ON SUPPORT OF COLUMN TIE, TO BE CORROBORATED WITH PRECAST CONTRACTOR, AS TYPICAL METAL SHUNT.
- 9. MASONRY ENCLOSURE AT TOP FLOOR OF GARAGE, PROVIDE WALL HEIGHT, HEIGHT DIMENSIONS INDICATED LOWEST WITH ALUMINUM GLASS DOOR.
- 10. PRECAST CONCRETE PANEL, TO CLOSE OFF END OF SHUNT AT THE LEVEL OF GARAGE, TOP OF PANEL TO BE 6\"/>

BID SET #2 - 11.13.2009
 PROVIDED BY: [REDACTED]
 CONTRACTOR: [REDACTED]
 ARCHITECT: [REDACTED]
 DATE: [REDACTED]
 SHEET NUMBER: A-23



BID SET #2 - 11.13.2009

CONTRACTOR DEBENETZ 1000 N. LAKE ST. CHICAGO, IL 60610 TEL: 312.329.1000 FAX: 312.329.1001 WWW.DEBENETZ.COM	PROJECT NO.: DRAWING NO.: DATE:
	PROPOSED USE: PARKING GARAGE FOR: ELMHURST, ILLINOIS
JOB NO.: AREA: DRAWN BY: DATE:	CHECKED BY: DATE:
DEBENETZ 1000 N. LAKE ST. CHICAGO, IL 60610 TEL: 312.329.1000 FAX: 312.329.1001 WWW.DEBENETZ.COM	SHEET NUMBER: A-32





INSURANCE REQUIREMENTS

Exhibit C

REQUISITION NUMBER _____ SPECIFICATION NUMBER _____
EVENT N/A DATE OF EVENT N/A

The Contracting Entity shall take out and maintain during the life of this contract/event, the following insurance as specified by the insertion of policy limits and such other insurance as the Commuter Rail Division of the Regional Transportation Authority and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, may from time to time require.

TYPE OF COVERAGE	GENERAL POLICY HOLDER RATING OF <u>A</u> OR <u>BETTER</u>	FINANCIAL RATING OF <u>VII</u> OR <u>BETTER</u> <small>As Published By Best's Key Rating Guide</small>	AMOUNT REQUIRED
1. WORKERS' COMPENSATION: Coverage A - Statutory Coverage B - \$ <u>500,000</u>	<u>A</u>	<u>VII</u>	\$ <u>500,000</u> Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined)	<u>A</u>	<u>VII</u>	\$ <u>1,000,000</u> Each Occurrence \$ <u>2,000,000</u> Aggregate
3. EXCESS COMPREHENSIVE GENERAL LIABILITY-EXCESS OF PRIMARY LIMITS (2) Bodily Injury Liability & Property Damage Liability (combined)			\$ <u>N/A</u> Each Occurrence \$ <u>N/A</u> Aggregate
4. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)	<u>A</u>	<u>VII</u>	\$ <u>1,000,000</u> Combined Single Limit
5. OTHER INSURANCE			\$ <u>N/A</u>

Additional Insured shall be as follows: The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation, and

The Contracting Entity shall not commence work herein until it has obtained the required insurance and has received approval of such insurance by Metra. Certificates of insurance indicating amounts and coverages in force shall be furnished to Metra, within thirty (30) calendar days after award of the contract.

All policies are in effect at this time and will not be cancelled, modified, limited or allowed to expire without renewal until 30 days written notice has been given to Metra. Such notice shall be sent by certified mail to Metra, care of the Risk Management Director, 15th Floor, 547 W. Jackson, Chicago, Illinois 60661

The Contracting Entity's Comprehensive General liability Insurance Policy will insure all liabilities assumed by the Contracting Entity under the provisions of the Hold Harmless and Indemnity Clause contained in the contract. The Contracting Entity shall be responsible for arranging that all subcontractors/sub-tenants maintain the necessary insurance requirements.

Please call Kerry Brunette (312-322-6991) or Craig Kalck (312-322-7073) should you have any questions regarding the insurance requirements.



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 13, 2011

TO: Mayor DiCianni and Members of the City Council

RE: Return Activated Sludge Pump Purchase

The Public Works and Buildings Committee met on Monday, June 13, 2011 to discuss the purchase of a replacement return activated sludge (RAS) pump which is an important part of the liquid/solid separation process at the Elmhurst Wastewater Reclamation Facility. WEMCO immersible pumps have a proprietary screw impeller enabling this pump to move thick, viscous liquid with minimal fouling. This purchase is a single source replacement pump.

The WEMCO Model F10K-HD Hidrostral Pump is a cast iron 10 inch pump with a ductile iron impeller and a two speed FE4A7 immersible Hidrostral motor. Delivery is estimated at twenty (20) weeks. This pump is the exact replacement of our existing return activated sludge pump which had been in service since 1990. The price of the new pump is \$32,556.

Lai, Ltd. is the manufacturer's representative for WEMCO and has previously supplied pumps and other equipment to the City in a timely and satisfactory manner.

Funds in the amount of \$40,000 have been provided in the 2011/2012 budget, Municipal Utility Fund, for the purchase of the RAS pump under account number 510-6057-502-50-08.

It is, therefore, the recommendation of the Public Works and Buildings Committee that the price submitted by LAI, Ltd. totaling the amount of \$ 32,556.00, be accepted and that the City Attorney be directed to prepare the appropriate resolutions.

Respectfully submitted,

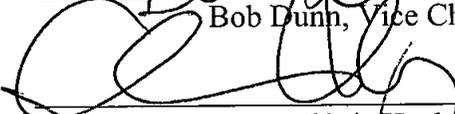
PUBLIC WORKS AND BUILDINGS COMMITTEE



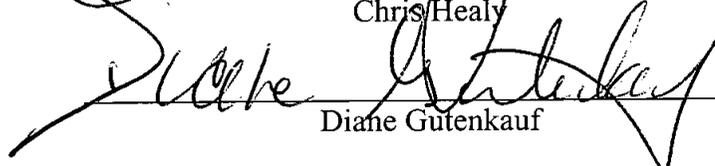
Jim Kennedy, Chairman



Bob Dunn, Vice Chairman



Chris Healy



Diane Gutenkauf

Copies To All
Elected Officials

6-16-11

cc: P.W. and
Bldg. Comm

Mayor TPB Kopp
Hughes
6-9-11



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 14, 2011

To: Mayor DiCianni and Members of the City Council

Re: Sewerage Treatment Rates for Private Well Users

The Finance, Council Affairs and Administrative Services Committee met June 13, 2011, to review a proposed sewerage treatment rate adjustment to those customers served by private water wells.

Currently, the City provides sewerage collection and treatment services for 21 customers who have private wells. Since the City lacks a metering device for water service to these customers, sewerage treatment charges are based on approximate citywide averages. Basically, the proposed fee for private well users has been adjusted in the same proportion as the City's water and sewerage treatment customers. The bi-monthly proposed and existing rates are indicated below:

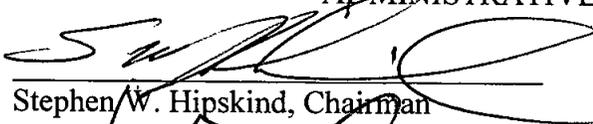
	Proposed Rate	Current Rate
Residential*	\$ 80.86	\$ 74.87
Commercial*	\$ 80.86	\$ 74.87

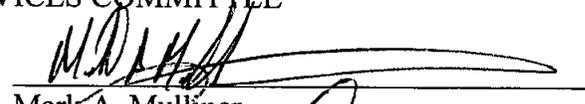
*Federal EPA requirements mandate that rates be identical unless separate treatment is provided for industrial wastes.

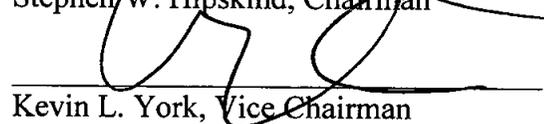
The Committee has reviewed the proposed rate structure and believes it to be reasonable and appropriate.

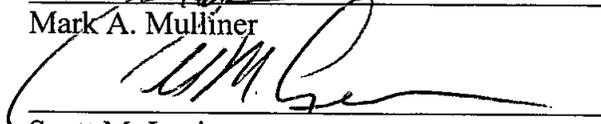
It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare an amendment to the Municipal Code of Ordinances to establish a bi-monthly service charge for sewerage treatment of \$80.86 for customers with private water wells.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES COMMITTEE


Stephen W. Hipskind, Chairman


Mark A. Mulliner


Kevin L. York, Vice Chairman
SewerRatesWellUser


Scott M. Levin

Copies To All
Elected Officials

06-16-11

FINANCE, COUNCIL AFFAIRS &
ADMINISTRATIVE SERVICES COMMITTEE

Mayor 6-9-11
Treasurer
City Manager

Kopp
Gastner
Trosien



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 14, 2011

To: Mayor DiCianni and Members of the City Council

Re: Illinois Metropolitan Investment Fund

The Finance, Council Affairs and Administrative Services Committee met June 13, 2011, to consider participation in the Illinois Metropolitan Investment Fund (IMET).

IMET is a local government investment pool that was created in 1996 by five Chicago metro councils of government (DuPage Mayors and Managers Conference, Northwest Municipal Conference, South Suburban Mayors and Managers Association, West Central Municipal Conference and Will County Governmental League). IMET currently services more than 215 municipalities and public agencies, and it is governed by an eight member Board of Trustees consisting of finance directors and city/village managers.

IMET offers two separate investment vehicles to address the investment needs of public funds, the 1-3 Year Fund and the Convenience Fund. The 1-3 Year Fund, which invests exclusively in U.S. government-backed securities, has a fluctuating net asset value and an average maturity of one-to-three years, and is designed for investments of longer than one year. Due to the fluctuating net asset value and the potential risk to principal, staff does not recommend participating in the 1-3 Year Fund.

The IMET Convenience Fund is a fully collateralized, short-term money market instrument for the investment of funds for cash management and liquidity purposes. The Convenience Fund provides a guaranteed minimum rate of return to its members that is negotiated each year. The rate is negotiated with JP Morgan Asset Management, and the current minimum guaranteed rate, which is effective to December 31, 2012, is the Federal Funds Rate. The Fed Funds Rate is currently .25%, and the Convenience Fund is now at .31% due to the returns on the investments in that fund. The Convenience Fund portfolio is comprised of FDIC insured Certificates of Deposit and other liquid deposits which are collateralized at 110%.

The City of Elmhurst currently participates in the Illinois Funds for short term investments, for liquidity, security and flexibility. The Illinois Funds current rate is about .04%. Staff recommends participation in the IMET Convenience Fund which provides liquidity, flexibility, security and a higher rate of return than other short term investment options. The Finance Committee concurs with staff recommendation.

Copies To All
Elected Officials
06-16-11

Page 2

June 14, 2011

To: Mayor DiCianni and Members of the City Council

Re: Illinois Metropolitan Investment Fund

It is, therefore, the recommendation of the Finance, Council Affairs and Administrative Services Committee that the City Council direct the City Attorney to prepare documents for City of Elmhurst participation in the Convenience Fund of the Illinois Metropolitan Investment Fund.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES
COMMITTEE

Stephen W. Hipskind /mka
Stephen W. Hipskind, Chairman

Mark A. Mulliner /mka
Mark A. Mulliner

Kevin L. York /mka
Kevin L. York, Vice Chairman

Scott M. Levin /mka
Scott M. Levin



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 14, 2011

TO: Mayor DiCianni and Members of City Council

RE: Case Number 11ZBA-05 / 538 W. St Charles Wall Sign Variations

Request for Variations to wall sign size for the purpose of installing seven (7) wall signs on property commonly known as 538 W. St Charles Road (PIN# 06-10-211-026), said property being wholly located in the C2 Community Shopping and Service District.

The Development, Planning and Zoning Committee met on June 13, 2011 to review the Zoning & Planning Commission report dated May 11, 2011 unanimously recommending approval of the subject request. The Committee also reviewed the complete packet of documents and information submitted by the applicant, and the transcripts of the public hearings.

The Committee discussed the request for larger wall signs noting that in the C2 Commercial District, individual wall signs are limited to a maximum area of 25 square feet. The subject site is on the south side of St Charles Road near the intersection of Route 83. Directly across St Charles Road to the north is the Elmhurst Crossing Shopping Center, which is zoned in the same C2 Commercial District. Numerous wall signs in the Elmhurst Crossing Shopping Center exceed 25 square feet, the result of a Development Agreement which allowed the larger signs due to the locations of the building on the site and their distance from St Charles Road and Route 83.

This specific request is for seven (7) wall signs ranging in size from 33.4 square feet to 110 square feet. The overall signage allowed on the lot is 465 square feet; the Applicant is requesting a total of 459.48 square feet, 411.48 square feet of which are wall signs (the remainder of 48 square feet is the previously approved monument sign). The Committee discussed the fact that the shopping center would otherwise be allowed up to sixteen (16) individual 25 square foot wall signs.

The Committee unanimously agreed that the Applicant's request is a reasonable application of signage on the building which will provide the business tenants adequate visibility and identification from St Charles Road and Route 83.

Upon conclusion of discussion, the Committee concurred with the Zoning & Planning Commission's recommendation that sufficient evidence was presented to warrant the requested wall sign variations. It is, therefore, the recommendation of the Development, Planning and Zoning Committee to support the recommendation of the Zoning & Planning Commission for approval of these requests. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Copies To All
Elected Officials

06/16/11

ADD. ATTACHMENTS
ELECTED / WEB ONLY

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE

Steven Morley *tw/emw*

Steven Morley, Chairman

Danee Polomsky *rc*

Danee Polomsky, Vice-Chair

Norman Leader *emw*

Norman Leader, Alderman, 2nd Ward



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

May 11, 2011

TO: Mayor DiCianni and Members of the City Council

RE: Case Number 11 ZBA-05 / 538 W. St Charles Road

Request for wall sign area variations for the purpose of erecting wall signs pursuant to Chapter 11 of the Elmhurst Zoning Ordinance, on property commonly known as 538 W. St Charles Road (PIN 06-10-211-026), said property being wholly located within the C2 Community Shopping and Service District.

Dates of Authorization:

Date Application Filed:	March 21, 2011
Date of Legal Notice of Public Hearing:	March 30, 2011
Date of Posting of Sign:	March 30, 2011
Date of First Class Mailing of Notice:	March 30, 2011
Date of Public Hearing:	April 14, 2011
Date of Deliberation:	April 14, 2011

Applicant's Request:

The applicant is requesting wall sign area variations pursuant to Section 11.16-4 of the Elmhurst Zoning Ordinance for the purpose of erecting seven (7) wall signs.

Testimony:

Mr. Jason Smith, owner of subject property, presented the case to the Zoning Board of Appeals. Mr. Smith described the proposed signage that is the subject of this request and reviewed the three Standards for Variations stating that he believes the requested variations meets all of the standards. Mr. Charles Schwartz, representing Verizon, also addressed the Board stating the reasons behind the requested variations. There was no one in the audience regarding this application.

Mr. Werner briefed the Commission on the Development Agreement that was entered into by the City of Elmhurst and the Applicant for the redevelopment of the subject site as well as a portion of Scott Street and City owned property immediately west of, and abutting, subject property.

The transcript of the public hearing is available in the office of the Planning, Zoning and Economic Development Department.

Factors:

- The subject property is zoned C2 Community Shopping and Service.

- The Comprehensive Plan designates this property as Neighborhood Commercial.
- The subject property is being developed in conjunction with a Development Agreement between the City of Elmhurst and the Applicant.
- The City of Elmhurst has agreed to certain improvements (removal of pump house, vegetation, trees and the relocation of welcome signs on City owned property) that increase the visibility of subject site from Route 83.
- This request for variation to wall sign size is based on the desire to have adequate visibility from Route 83.
- The subject site has 465 feet of frontage.
- The total signage allowed on subject property is one square foot of signage for every foot of frontage.
- The subject site is allowed 465 square feet of signage.
- The Applicant is requesting a total of 463 square feet of signage; therefore, the Applicant complies with the Zoning Ordinance relative to the total amount of signage allowed on a lot.
- Wall signs in the C2 District are limited to a maximum of 25 square feet each.
- The Applicant is requesting seven (7) wall signs, each sign exceeding 25 square feet.
- Each proposed wall sign will be internally illuminated with LED lighting
- The proposed wall signs will not be visible from the single-family neighborhood to the south of subject site.
- The shopping center directly across St Charles to the north, Elmhurst Crossing, is also zoned C2.
- Elmhurst Crossing has numerous businesses with wall signs exceeding 25 square feet.
- Elmhurst Crossing signage was established through a development agreement between the City of Elmhurst and the developer of Elmhurst Crossing.

Discussion:

The Zoning Board of Appeals deliberated the subject case on April 14, 2011, immediately following the public hearing. The Board reviewed the application materials, the staff report and the testimony provided by the applicant and interested parties at the public hearing.

The Board noted that a previous request for sign area variation by one tenant in the proposed shopping center, Verizon, came before the Board in February, 2011. At that time, the Board requested that the owner of the proposed shopping center include a sign proposal for all of the tenants in the building. Subsequently, Verizon withdrew their request and the owner of the property submitted this request for sign variations which encompass all of the proposed signage on the property.

The Board also noted that this property is being redeveloped under a Redevelopment Agreement between the developer (and Applicant of this petition) and the City of Elmhurst. This Redevelopment Agreement includes the leasing of the former Scott Street right-of-way for parking and access purposes, the removal of the pump house, certain trees and vegetation, and the relocation of welcome signage (Lyons, Kiwanis, Chamber, etc...) located on City property immediately west of,

and abutting, subject site. The Board is aware that these improvements are being made to increase the visibility of this site from Route 83. The Board further noted that the measured frontage of subject lot does not include the City of Elmhurst parcel west of vacated Scott Street.

The Board discussed the specific request to allow larger wall signs than what would otherwise be allowed as-of-right for the new businesses located in this development.

The Applicants' proposal is as follows:

- Two (2) signs for tenant space #1, "Smashburger", measuring 59 square feet each.
- One (1) sign for tenant space #2, "Potbelly", measuring 51.48 square feet.
- One (1) sign for tenant space #3, "Total Hockey", measuring 110 square feet.
- One (1) signs for tenant space #4, "Qdoba", measuring 33.4 square feet.
- Two (2) signs for tenant space #5, "Verizon", measuring 47.3 square feet each.

The total square footage of wall signs equals 411.48 square feet.

The previously approved pylon sign (approved by Ordinance ZO-20-2008) equals 48 square feet and, when added to the requested wall signs, the total area of signage requested for this property equals 459.48 square feet. The subject property is allowed a total of 465 square feet of signage.

It was the consensus of the Board that the proposed signage is more appropriate and in scale with the building and, therefore, a better alternative than numerous 25 square foot signs. In addition, the proposed signs, collectively, do not exceed the total amount of signage allowed on the property.

The Board notes that because the Applicant applied for a comprehensive sign plan, future replacement tenants would be allowed the same sign square footage that would be approved by this variation.

Findings:

The Zoning Board of Appeals finds that the applicant, through testimony and applicable factors, has met the following standards:

- The Board found that the plight of the owner is due to unique circumstances. The subject site is located in a unique commercial area within the City.
- The Board found that the variation will not alter the essential character of the neighborhood. The property is located on the south side of St Charles Road, immediately across the street from a regional shopping center which also has signage exceeding the C2 District requirements. The proposed signage will be in-keeping with the character of the neighborhood.
- The Board found that the variation will provide the owner and tenants' reasonable use and enjoyment of the property in question. The proposed signage will be visible from Route 83 thereby increasing the opportunity that traffic on Route 83 will notice and therefore patronize

the stores in this development.

Summary:

The Zoning Board of Appeals finds that sufficient evidence was presented to warrant the request for the wall sign area variations for the subject site. The Board also noted their pleasure with the Applicant's comprehensive sign proposal for the entire development site, rather than applying for each individual tenant in a piecemeal fashion.

Recommendation:

Commissioner Corrado moved to recommend approval of Case Number 11ZBA-05/538 W. St Charles Variation as presented. Commissioner McCoyd seconded the motion. Roll call vote as follows:

Ayes: Corrado, McCoyd, Brinkmeier, Hill, Mushow, Slone, Whistler

Nays: None

Absent: DeWitt, Frolik

Motion approved.

Therefore, The Zoning Board of Appeals, through the findings herein, hereby recommends that the City Council approve this request for wall sign area variations as requested.

Respectfully submitted,
ZONING BOARD OF APPEALS



Darrell L. Whistler, Chairman

Encl: (To DPZ Members only)

- Application
- Elevations/sign details
- Vicinity Map
- Staff Report
- Transcripts of Public Hearing



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

April 5, 2011

TO: Chairman Whistler and Members of the Zoning Board of Appeals

RE: Case Number 11 ZBA-05 / 538 W. St Charles Road

Request for a wall sign area variations for the purpose of erecting wall signs pursuant to Chapter 11 of the Elmhurst Zoning Ordinance, on property commonly known as 538 W. St Charles Road (PIN 06-10-211-026), said property being wholly located within the C2 Community Shopping and Service District.

Project Manager: Nathaniel J. Werner AICP, Planning & Zoning Administrator

I. GENERAL INFORMATION

A. PURPOSE:

The Applicant is requesting wall sign area variations for the purpose of erecting seven (7) wall signs.

B. LOCATION:

The subject site is located on the south side of St Charles Road between West Avenue and Route 83 (immediately west of, and abutting, the Chase Bank property).

C. EXISTING LAND USE & ZONING:

The subject site is currently un-improved; building plans are currently under review for a one-story, multi-tenant commercial building.

D. SURROUNDING LAND USE AND ZONING:

North – C2 Community Shopping and Service
South – R2 Single Family Residence
East – C2 Community Shopping and Service
West – CR Conservation/Recreation

E. FLOOD PLAIN:

The subject property is not located in the flood plain.

F. COMPREHENSIVE PLAN

The Comprehensive Plan designates this site as "Neighborhood Commercial".

II. APPLICANT'S REQUEST

The applicant is requesting a wall sign area variations pursuant to Section 11.16-4 of the Elmhurst Zoning Ordinance for the purpose of erecting seven (7) foot wall signs.

III. ANALYSIS

The Community Development, Police, Fire, and Public Works Departments do not object to the petitioner's request.

The Community Development Department offers additional analysis as follows:

Total Signage allowed on subject property - 465 square feet.

Conditionally approved pylon sign - 48 square feet

Applicants request - wall signs = 395.72 square feet

Available signage remaining - 21.25 square feet

463

The requested wall signs are of a size and scale appropriate for the intended purpose of providing visibility of this store to motorists and pedestrians along St Charles Road and Route 83.

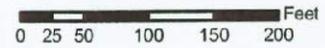
Attachments: Application
Vicinity Map
Plat of Survey
Site Plan
Elevation Drawings



538 W St Charles Rd
 06-10-211-025

Zoning Case 11 ZBA-05 Sign Variation

Subject Site



2008 Aerial Photo.
 2010 Tax Parcels provided by DuPage County.
 Tax parcels are for assessment purposes only.
 No guarantee of accuracy should be assumed.

11zba-05.mxd
 prepared 03/25/11



QTY. 2
59.00 SQ. FT. (EACH)
118.00 SQ. FT. (TOTAL)

SCALE 1/8"=1'-0"

NOTE: Verify Exact Size & Sq. Ft. with Smashburger



110 SQ. FT.

SCALE 1/8"=1'-0"

NOTE: Verify Exact Size & Sq. Ft. with Total Hockey



QTY 2

47.3 SQ. FT. (EACH)
94.6 SQ. FT. (TOTAL)

SCALE 1/8"=1'-0"



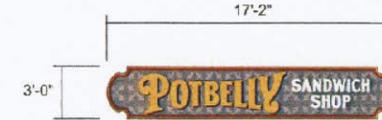
33.4 SQ. FT.

4 SQ. FT.

NOTE: Verify Exact Size & Sq. Ft. with Qdoba

37.4 SQ. FT. TOTAL

SCALE 1/8"=1'-0"



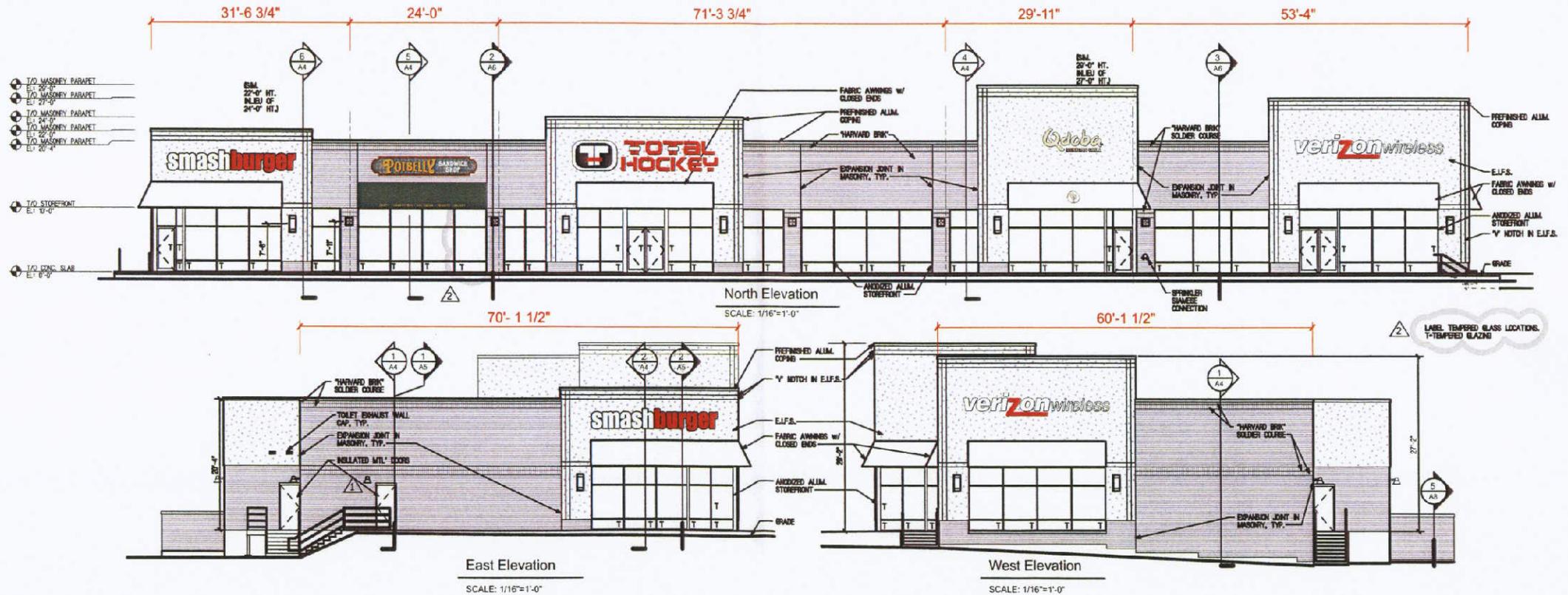
51.48 SQ. FT.

NOTE: Verify Exact Size & Sq. Ft. with Potbelly

SCALE 1/8"=1'-0"



3.5 SQ. FT.



Address: Scott St. & St. Charles Rd.
City/State: Elmhurst, IL
Zip: 60126

Project #: 3175
Location #: 088

Page: 5
Scale: As Noted
Drawn by: BV

File Path: Active\ACCOUNTS\Verizon Wireless\Locations\3175-088_Elmhurst_IL_03-21-11.cdr
Drawings are the exclusive property of Icon Identity Solutions Inc. Any unauthorized use or duplication is not permitted.

Date: 10/19/10
Rev. 1: 12/20/10
Rev. 2: 03/14/11
Rev. 3: 03/17/11
Rev. 4: 04/14/11





CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759

(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 14, 2011

TO: Mayor DiCianni and Members of the City Council

RE: Proposed Amendment to Section 49.3403.1(c)(1) of City of Elmhurst's Building Code

The Development, Planning and Zoning Committee met on June 13, 2011 to discuss this request. Interim City Manager / Fire Chief Mr. Michael Kopp briefed the Committee on the proposed amendment to Section 49.3403.1(c)(1) of City of Elmhurst's Building Code. Mr. Kopp stated that in the 1990's, the City of Elmhurst adopted this provision which requires that:

"Automatic fire suppression systems shall be installed in all areas of all buildings constructed, altered or at the time any addition is made thereto, except as follows:

1. In one and two family dwellings and townhomes"

Mr. Kopp further stated that the City of Elmhurst has consistently applied the "dwelling" exception provision to detached dwellings only. Therefore, the City of Elmhurst, as Applicant, is requesting the following modification to this Section 49.3403.1 C (1):

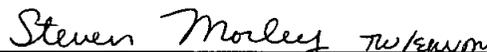
"Automatic fire suppression systems shall be installed in all areas of all buildings constructed, altered or at the time any addition is made thereto, except as follows:

1. In detached one and two family dwellings and townhomes"

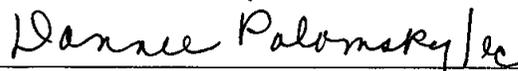
The Committee discussed this issue and agreed that the proposed text amendment will eliminate any interpretation of this provision to the contrary.

Therefore, it is the recommendation of the Development, Planning and Zoning Committee that the request for amendment to Section 49.3403.1 be approved by the City Council. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

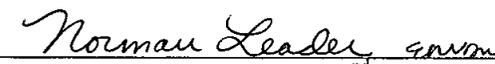
Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chair



Dannee Polomsky, Vice Chair



Norman Leader, Alderman 2nd Ward

Copies To All
Elected Officials
06-16-11

O - 27 - 2011

AN ORDINANCE AUTHORIZING THE SALE
BY AUCTION OF PERSONAL PROPERTY
OWNED BY THE CITY OF ELMHURST

WHEREAS, in the opinion of at least three-fourths of the corporate authorities of the City of Elmhurst, it is no longer necessary or useful to or for the best interests of the City of Elmhurst to retain ownership of the personal property hereinafter described, and

WHEREAS, it has been determined by the Mayor and Council of the City of Elmhurst to sell said personal property.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Elmhurst, Du Page and Cook counties, Illinois as follows:

SECTION 1. In accordance with Section 11-76-4 of the Illinois Municipal Code (65ILCS 5/11-76-4), the Mayor and Council of the City of Elmhurst find that the personal property described as follows:

<u>Vehicle</u>	<u>Vin Number</u>
1996 Honda Odyssey Mini-Van, green	JHMRA1874TC001567

These vehicles now owned by the City of Elmhurst are no longer necessary or useful to the City of Elmhurst and the best interests of the City of Elmhurst will be serviced by their sale or disposal.

SECTION 2. The City Manager is hereby authorized and directed to sell the aforementioned personal property now owned by the City of Elmhurst.

SECTION 3. Upon payment of the price determined by auction, the City Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property, to the successful bidder.

SECTION 4. This ordinance shall be in force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

Approved this _____ day of _____, 2011.

Peter P. DiCianni III, Mayor

Passed this _____ day of _____, 2011.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

**Copies To All
Elected Officials**
06-16-11

COUNCIL ACTION SUMMARY

SUBJECT: An Ordinance Authorizing the Sale by Auction and Disposal of Personal Property Owned by the City of Elmhurst

ORIGINATORS: Office of the City Manager

DESCRIPTION OF SUBJECT MATTER:

The City of Elmhurst has been provided a 1996 Honda Odyssey Mini-Van. green, VIN # JHMRA1874TC001567, through the Police Department's Article 36 Forfeiture. These vehicles serve no police or City purpose and should be declared surplus and auctioned or disposed of, and the attached ordinance allows that process to be implemented.

Memo

To: Tom Borchert

From: Evidence Custodian R. Miklas #89

CC: Deputy Chief Buenz

Date: 6/9/2011

Re: Seizure Vehicles

Sir,

This memorandum is to advise you that the City of Elmhurst through the police department has been awarded a vehicle that we wish to auction or junk as it serves no useful purpose for the city. This vehicle was seized under Article 36 Forfeiture for driving offenses.

The police department is requesting through ordinance to auction or junk the following vehicle;

1. 1996 Honda Odyssey Mini-Van, green mileage 222,812
VIN: JHMRA1874TC001567
Case No. 10-052871 / 11 MR 107

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

11 MR 107

-VS-

1996 HONDA

DEFENDANT(S)

FILED
 11 JUN - 1 PM 4: 11
 CLERK OF THE
 18th JUDICIAL CIRCUIT
 DU PAGE COUNTY, ILLINOIS
 File Stamp Here

AWARD ORDER

This cause coming on to be heard upon the motion of the _____ and the Court being fully advised in the premises, having jurisdiction in the subject matter, upon a:

Forfeiture Hearing (720 ILCS 5/36-2)

Agreed Order of the Parties

Entry of Judgment on Default

Other _____

IT IS HEREBY ORDERED: The listed vehicle, a 1996 HONDA
(Year) (Make)

J H M R A 1 8 7 4 T C 0 0 1 5 6 7
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (10-52871)
in accordance with 720 ILCS 5/36-2. SO 11-1059

2. The Illinois Secretary of State is directed to:

a. Indicate that all right, title and interest in the listed vehicle is terminated immediately against the parties listed on the official title records of the Secretary of State.

b. Accept the application for a Certificate of Title by ELMHURST POLICE

Other Terms or Conditions for Release: _____

Case Closed

Strike future Court date: _____

BY TEV
JOSEPH E. BIRKETT, States Attorney
Attorney No. 50000
503 N. County Farm Road
Wheaton IL 60187
(630) 407- 8000

ENTER: _____

DATE: 06/01/2011

Electronically Certified
 I, Chris Kachirobas, Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois, do hereby certify the above to be correct.
 Date 10-Jun-2011
Chris Kachirobas
 CHRIS KACHIROBAS, Clerk
 BY Philip R. Sheldon
 PHILIP R. SHELDON
 Deputy Clerk
 DEPUTY CLERK
 This order is the command of the Circuit Court and violation thereof is subject to the penalty of the law. 3461167

MCO-07-2011

**AN ORDINANCE TO AMEND ARTICLE IV ENTITLED, "RATES AND CHARGES," OF
CHAPTER 7 ENTITLED, "WATER AND SEWERS," OF THE
MUNICIPAL CODE OF THE CITY OF ELMHURST, ILLINOIS**

WHEREAS, the City deems it necessary and desirable to amend Chapter 7 of the Elmhurst Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

SECTION 1. That Section 7.200 entitled, "Water service charges," of Article IV entitled, "Rates and Charges," of Chapter 7 entitled, "Water and Sewers," of the Elmhurst Municipal Code is amended as follows:

By Amending Section 7.200 to read as follows:

"7.200 Water Service Charges.

Rate. The following are the rates per cubic meter and minimum charges for water service, except as modified in other portions of this Article:

Water Rates:	<u>Class I Use</u>	<u>Class 2 Use</u>
Quantity Charge (Per cubic meter)	\$1.41	\$2.11
Bimonthly Minimum Charge (3 cubic meters or less)	\$4.23	\$6.33

Quantities expressed in this section may be expressed by equivalent quantities on the basis that one (1) cubic meter equals 264.2 gallons."

SECTION 2. That Section 7.201 entitled, "Wastewater/sewer service charges," of Article IV entitled, "Rates and Charges," of Chapter 7 entitled, "Water and Sewers," of the Elmhurst Municipal Code is amended as follows:

By amending Section 7.201 to read as follows:

"7.201 Wastewater/Sewer Service Charges.

Rate. The following are the rates per cubic meter and minimum charges for wastewater/sewer service, except as modified in other portions of this Article.

Wastewater/Sewer Rates: Class I Use Class 2 Use

Quantity Charge (Per cubic meter)	\$1.29	\$1.29
--------------------------------------	--------	--------

Bimonthly Minimum Charge (3 cubic meters or less)	\$3.87	\$3.87
---	--------	--------

Quantities expressed in this section may be expressed by equivalent quantities on the basis that one (1) cubic meter equals 264.2 gallons.”

SECTION 3. That Section 7.205 entitled, “Minimum charge,” of Article IV entitled, “Rates and Charges,” of Chapter 7 entitled, “Water and Sewers,” of the Elmhurst Municipal Code is amended as follows:

By amending Section 7.205 (a) to read as follows:

“(a) There shall be and is hereby established a minimum charge for the cost of providing billing services and not more than three (3) cubic meters of water bimonthly. A minimum charge of \$4.23 for Class 1 Users and \$6.33 for Class 2 Users for water and \$3.87 for Class 1 Users and \$3.87 for Class 2 Users for wastewater/sewer shall be applied to all users whose water service does not exceed three (3) cubic meters (792.6 gallons) bimonthly.”

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of the conflict.

SECTION 5. That this Ordinance shall in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Approved this ____ day of _____, 2011.

Peter P. DiCianni III, Mayor

Passed this ____ day of _____, 2011.

Ayes:____ Nays:____

Patty Spencer, City Clerk

COUNCIL ACTION SUMMARY

SUBJECT: Ordinance - Water and Sewer Charges

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Attached for City Council consideration is an ordinance providing for an increase in the City's water rate and sewer rate, pursuant to the recommendation of the Finance, Council Affairs and Administrative Services Committee Report approved by the City Council on June 6, 2011. The water rate adjustment is 8% for all users, with the residential rate increasing from \$4.95 to \$5.35 per thousand gallons of water usage (\$1.41 per cubic meter). The sewer rate adjustment is 8% for all users, with rates increasing from \$4.55 to \$4.91 (\$1.29 per cubic meter).

R - 19 - 2011

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE REPLACEMENT OF TWO PRE-CAST ROOF SECTIONS
OF THE ELMHURST FIRE ACADEMY BURN TOWER LOCATED
AT 910 ADDISON AVENUE, ELMHURST, ILLINOIS**

WHEREAS, the City of Elmhurst (hereinafter the "City") sent invitations to bid to qualified contractors, and publicly advertised for sealed bids for the replacement of two pre-cast roof sections of the Elmhurst Fire Academy Burn Tower located at 910 Addison Avenue, Elmhurst, Illinois (hereinafter the "Project"); and

WHEREAS, Instructions to Bidders and proposal forms (hereinafter referred to as the "Bid Documents") were made available to prospective bidders; and

WHEREAS, in the Bid Documents, the City requested pricing to replace several damaged pre-cast roofing sections at the Fire Academy Burn Tower located at 910 Addison Avenue, Elmhurst, Illinois; and

WHEREAS, the City received and evaluated bids from three (3) potential contractors; and

WHEREAS, the City's Public Works and Buildings Committee reviewed the bids and has recommended that Eugene Matthews, Inc. of Broadview, Illinois (hereinafter "Eugene Matthews") be found to have provided the lowest responsive bid for the Project; and

WHEREAS, Eugene Matthews has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City contract for the replacement of two pre-cast roof sections of the Elmhurst Fire Academy Burn Tower located at 910 Addison Avenue, Elmhurst, Illinois.

Section 3. It is hereby determined that Eugene Matthews is the lowest responsible bidder for the Project, and Eugene Matthews has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 4. The City Council does hereby determine that it is in the best interests of the City to enter into a contract for this Project, and does hereby direct that a Notice of Award be issued to Eugene Matthews for the Project at the prices set forth in its proposal.

Section 5. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the Notice of Award for the Project, which Notice of Award is attached hereto marked as Exhibit "A" and made a part hereof.

Section 6. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the contract with Eugene Matthews for the replacement of two pre-cast roof sections of the Elmhurst Fire Academy Burn Tower located at 910 Addison Avenue, Elmhurst, which contract is attached hereto as Exhibit "B" and made a part hereof, provided that Eugene Matthews returns to the City, within ten (10) days of receipt of the Notice of Award, an executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and certificates of insurance.

Section 7. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract 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 for each craft or type of worker needed to execute the contract or to perform such work.

Section 8. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2011.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties,
Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

Patty Spencer, Clerk of the City of
Elmhurst, DuPage and Cook County, Illinois

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Issuance of a Notice of Award for the replacement of two pre-cast roof sections of the Elmhurst Fire Academy Burn Tower located at 910 Addison Avenue, Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City Council authorized the advertisement of bids for the replacement of two pre-cast roof sections of the Elmhurst Fire Academy Burn Tower located at 910 Addison Avenue, Elmhurst, Illinois. There were three contractors that bid for this Project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that Eugene Matthews, Inc. of Broadview, Illinois was found to be the lowest responsible bidder.

EXHIBIT "A"
CITY OF ELMHURST, ILLINOIS
NOTICE OF AWARD

TO: Eugene Matthews, Inc.
2600 S. 25th Avenue
Broadview, IL 60155

PROJECT DESCRIPTION: Replacement of two pre-cast roof sections of the Elmhurst Fire Academy Burn Tower located at 910 Addison Avenue, Elmhurst, Illinois.

The City of Elmhurst has considered the Proposal submitted by you for the above-described work in response to its Notice to Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Forty-Eight Thousand Four Hundred Eighty-Five Dollars and 00/100ths (\$48,485.00), subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

You are required 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 execute said Contract and to furnish said bonds and insurance within ten (10) days from the issuance of this Notice, the City of Elmhurst will be entitled to consider all your rights arising out of the City of Elmhurst's acceptance of your bid as abandoned and as a forfeiture of your bid security. The City of Elmhurst will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City of Elmhurst.

Dated this ____ day of _____, 2011.

City of Elmhurst, Illinois,

By: _____
Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

Patty Spencer, Clerk of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____, this
____ day of _____, 2011.

Eugene Matthews, Inc.

By: _____

EXHIBIT "B"
CONTRACT

This Contract is made this ___ day of _____ 20__ between the City of Elmhurst, the City, and Eugene Matthews, Inc., the Contractor, for the replacement of two pre-cast roof sections of the Elmhurst Fire Academy Burn Tower located at 910 Addison Ave. Elmhurst, Illinois, 60126.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contractor's Certification and the Contract Bond, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

removal and replacement of two pre-cast roof sections of the Elmhurst Fire Academy Burn Tower located at 910 Addison Ave. Elmhurst, Illinois, 60126, furnishing of all materials and labor necessary to complete the Work in full compliance with all of the terms and the requirements of this agreement in strict compliance with the Specifications which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the Work, at the unit prices set forth below:

Bid Item	Description	Unit	Quantity	Unit Price	Total
1.	a) Removal, disposal and replacement of the pre-cast roofing sections in accordance with contract documents and architect specifications b) Application of a precast concrete coating to provide thermal and moisture protection performed in accordance with contract documents and architect specifications.	Lump Sum	One (1)		

3. **Contract Time.** The Work will commence on _____, 20____. The Contractor shall complete the Work within _____ **calendar days** of the commencement of the Work unless an extension of time is granted in accordance with the Specifications.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the City a written Application for Payment showing the value of Work (on a percentage basis) completed. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services 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.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall

be paid by the City to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the City, the City will within thirty (30) days submit to the City Council a final estimate of payment. Within thirty (30) days after approval by the City Council of the final estimate of payment, payment will be issued to the Contractor.

6. Insurance.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 Pre-2004 version, CG 2026 Pre-2004 version.
- (2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- (3) Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

c. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage's.

- (a) The City, its officials, agents, employees and volunteers are to be covered as additional insured's as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.

- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees and volunteers as additional insured.
- (f) All general liability coverage's shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

d. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

e. Verification of Coverage. The Contractor shall, prior to the City's executing the contract, furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before any work commences. The attached Additional Insured Endorsement shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to demand full certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the City with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

7. **Assignment of Contract.** The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

8. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: City Manager

b. If to Contractor:

Eugene Matthews, Inc.
2600 South 25th Avenue
Broadview, Illinois 60155
Attn: Jerome B. Loftus, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. 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 paragraph.

9. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract 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 Contractor. This Contract is executed that day and year first written above.

10. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: City of Elmhurst

Contractor: Eugene Matthews, Inc

By: _____
Peter DiCianni, Mayor

By: _____
Jerome B. Loftus, President

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
(Name of Officer Attesting) (Title or Office)

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 Elmhurst in entering into the contract with the Contractor. The City of Elmhurst 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, Jerome B. Loftus, hereby certify that I am the President of Eugene Matthews, Inc., and as such, hereby represent and warrant to the City of Elmhurst, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) 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 Elmhurst, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

- b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. 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;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the City within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
 - (5) 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;
 - (6) 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;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of

race, color, age, religion, national origin, disability, or sex;

- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City 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 officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.
- (H) no officer or employee of the City 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 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (I) the Contractor has not given to any officer or employee of the City 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 of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor 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.
- (K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated

National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

- (L) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the City of Elmhurst in writing within seven (7) days.

Dated: _____, 20____

Contractor:

By:

Jerome B. Loftus, President

STATE OF ILLINOIS)

) ss.

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Jerome B. Loftus known to me to be the President of Eugene Matthews, Inc., appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 20____

Notary Public

CONTRACT BOND

_____, as Principal, and
(Name of Contractor)

_____ as Surety are held and firmly bound unto the City of Elmhurst in the penal sum of _____ (\$ _____), lawful money of the United States, well and truly to be paid unto City of Elmhurst, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the City of Elmhurst this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the City of Elmhurst for the performance of work on the contract for which this bond is given and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the City of Elmhurst and its City Council harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 20__ A.D.

PRINCIPAL

(Name of Contractor)
By: _____
(Name of Owner or Officer), (Title or Office)

SURETY

_____ By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

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

_____ of _____ and
(Name of Owner or Officer) *(Name of Contractor)*

_____ as _____ of _____
(Name of individual signing on behalf of Surety) *(Office of individual signing on behalf of Surety)* *(Name of Surety)*

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

Given under my hand and notary seal this _____ day of _____ A.D.
20_____.

Notary Public

My commission expires _____, 20_____.

SPECIFICATIONS

SCOPE OF WORK

The work for this project shall consist of one contract for all materials, equipment, labor, tools, and necessary apparatus required, and all collateral work needed to complete the project as specified herein. In general, the work shall consist of, but is not limited to, the following:

- 1.) Removal and disposal of existing precast roofing planks located at two separate areas of the facility as indicated on the design drawings.
- 2.) The replacement of the removed precast planks with the application of new precast concrete roofing planks secured / installed to the structure in accordance with the specifications indicated on the design drawings.
- 3.) The application of a concrete top coating to provide moisture and thermal protection on all sections of the roof including existing section of precast planking.

It is the Contractor's responsibility to verify the existing conditions. Only contractors qualified to perform the scope of work described herein may submit a bid for this project.

SCOPE OF SERVICE

- Provide for safe environment for pedestrian and vehicular traffic.
- Agree on location for contractor provided dumpster.
- Remove existing roofing planks and associated materials, dispose of safely and properly in contractor supplied dumpster.
- Installation of precast roofing planks to be performed in accordance with contract documents, manufacturers' specifications and City of Elmhurst building codes. Questions regarding installations should be directed to City Structural Engineer Kent Adams at 630-653-9060.
- At a time agreed upon, schedule site visit with structural engineer (Kent Adams) during construction to ensure work is performed according to structural engineers' specifications.
- Once precast work has been completed, schedule site visit with structural engineer (Kent Adams) for final inspection to ensure work was performed according to structural engineers' specifications.
- According to architectural specifications and design drawings, apply thermal and moisture protective coating to exterior surface of both precast roofing sections. Questions regarding the roofing system should be directed to Russ Moens at 608-957-2393.

R - 20 - 2011

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR THE ADELAIDE/ADELL
PARKING STRUCTURE MAINTENANCE REPAIRS**

WHEREAS, the City of Elmhurst (hereinafter the "City") sent invitations to bid to qualified contractors, and publicly advertised for sealed bids for the Adelaide/Adell Parking Structure Maintenance Repairs (hereinafter the "Project"); and

WHEREAS, Instructions to Bidders and proposal forms (hereinafter referred to as the "Bid Documents") were made available to prospective bidders; and

WHEREAS, in the Bid Documents, the City requested pricing for the Adelaide/Adell Parking Structure Maintenance Repairs; and

WHEREAS, the City received and evaluated bids from seven (7) potential contractors; and

WHEREAS, the City's Public Works and Buildings Committee reviewed the bids and has recommended that JLJ Contracting, Inc. of Broadview, Illinois (hereinafter "JLJ Contracting") be found to have provided the lowest responsive bid for the Project; and

WHEREAS, JLJ Contracting has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City contract for the Adelaide/Adell Parking Structure Maintenance Repairs.

256049-1

**Copies To All
Elected Officials**

06/16/11

Section 3. It is hereby determined that JLJ Contracting is the lowest responsible bidder for the Project, and JLJ Contracting has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 4. The City Council does hereby determine that it is in the best interests of the City to enter into a contract for this Project, and does hereby direct that a Notice of Award be issued to JLJ Contracting for the Project at the prices set forth in its proposal.

Section 5. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the Notice of Award for the Project, which Notice of Award is attached hereto marked as Exhibit "A" and made a part hereof.

Section 6. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the contract with JLJ Contracting for the Adelaide/Adell Parking Structure Maintenance Repairs, which contract is attached hereto as Exhibit "B" and made a part hereof, provided that JLJ Contracting returns to the City, within ten (10) days of receipt of the Notice of Award, an executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and certificates of insurance.

Section 7. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract 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 for each craft or type of worker needed to execute the contract or to perform such work.

Section 8. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2011.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties,
Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

Patty Spencer, Clerk of the City of
Elmhurst, DuPage and Cook County, Illinois

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Issuance of a Notice of Award for the Adelaide/Adell Parking Structure Maintenance Repairs.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City Council authorized the advertisement of bids for the Adelaide/Adell Parking Structure Maintenance Repairs. There were seven contractors that bid for this Project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that JLJ Contracting, Inc. of Broadview, Illinois was found to be the lowest responsible bidder.

EXHIBIT "A"
CITY OF ELMHURST, ILLINOIS
NOTICE OF AWARD

TO: JIJ Contracting, Inc.
2748 South 21st Avenue
Broadview, IL 60155

PROJECT DESCRIPTION: The Adelaide/Adell Parking Structure Maintenance Repairs.

The City of Elmhurst has considered the Proposal submitted by you for the above-described work in response to its Notice to Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Seventy-Three Thousand Two Hundred Twenty Dollars and 00/100ths (\$73,220.00), subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

You are required 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 execute said Contract and to furnish said bonds and insurance within ten (10) days from the issuance of this Notice, the City of Elmhurst will be entitled to consider all your rights arising out of the City of Elmhurst's acceptance of your bid as abandoned and as a forfeiture of your bid security. The City of Elmhurst will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City of Elmhurst.

Dated this ____ day of _____, 2011.

City of Elmhurst, Illinois,

By: _____
Peter P. DiCianni III, Mayor

ATTESTED and filed in my office,
this ____ day of _____, 2011.

Patty Spencer, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____, this
____ day of _____, 2011.

JIJ Construction, Inc.

By: _____

ADELAIDE/ADELL PARKING STRUCTURE
 MAINTENANCE REPAIRS
 Project No. 10-24
 Walker Project Number 31-7112.10

Construction Documents
 May, 2011

CONTRACT

This Contract is made this ____ day of _____, 2011, between the City of Elmhurst, the City, and _____, the Contractor, for the **Adelaide/Adell Parking Structure Maintenance Repairs, Project 10-24.**

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contract, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the work required for the **Adelaide/Adell Parking Structure Maintenance Repairs, Project Number 10-24**, in the City of Elmhurst, DuPage County, Illinois, and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the contract documents, which contract documents are made an essential part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Bid as 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 plans and contract documents, and within the time stated in the bid, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown herein are approximate only and that they are subject to increase or decrease; and agrees that it will take, 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 this bid.

The total contract price is _____ Dollars
 (\$_____).

3. **Contract Time.** The Work will commence expeditiously after the date the City gives the Contractor written notice to proceed. The Contractor shall complete construction of the Adelaide/Adell Parking Structure Maintenance Repairs by August 1, 2011, and fully completed by August 8, 2011, unless an extension of time is granted in accordance with the Specifications.

4. **Payments.** The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services 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.*).

5. Assignment of Contract. The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

6. Notices. Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: CITY MANAGER

b. If to Contractor:

Attn: _____

c. Either party may change its mailing address by giving written notice to the other party as provided above. 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 paragraph.

7. Entire Contract. 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) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders and Invitation for Bids
- (c) Instructions to Bidders
- (d) Proposal Bid Bond
- (e) Proposal
- (f) Contractor's Certification
- (g) City of Elmhurst Qualification Forms
- (h) Affidavit of Availability
- (i) Contract Bond
- (j) Contract
- (k) Specifications
- (l) Special Provisions
- (m) Check Sheet for Recurring Special Provisions
- (n) Bureau of Design and Environment Special Provisions Check Sheet
- (o) Exhibits
- (p) Attachments

- (q) Standard Specifications for Road and Bridge Construction adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007 and revised January 1, 2010; all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2010, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, the Local Roads Special Provisions, LR 105, "Cooperation with Utilities"; LR 107-4, "Insurance"; LR 107-5 "Substance Abuse Prevention Program" and the "Manual for Materials Inspection," January 1, 2007, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2003 Edition) issued by the Illinois Department of Transportation.

This contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

Noted: Component (o), are separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense. The documents may be obtained from the Illinois Department of Transportation. See <http://www.dot.state.il.us/dobuisns.html>

In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. 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 Contractor. This Contract is executed that day and year first written above.

8. Contractor Investigation. The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

ADELAIDE/ADELL PARKING STRUCTURE
MAINTENANCE REPAIRS
Project No. 10-24
Walker Project Number 31-7112.10

Construction Documents
May, 2011

City: City of Elmhurst

Contractor:

(Name of Contractor)

By: _____
Peter DiCianni, Mayor

By: _____
(Name of Owner or Officer), (Title or Office)

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
(Name of Officer Attesting) (Title or Office)

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 Elmhurst in entering into the contract with the Contractor. The City of Elmhurst 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, John D. Orban, hereby certify that I am the President of JLJ Contracting, Inc., and as such, hereby represent and warrant to the City of Elmhurst, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) 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 Elmhurst, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

- b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. 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;
- (2) Establishing a drug-free awareness program to inform employees about:
- a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) 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;
- (6) 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;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any

person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City 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 officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.
- (H) no officer or employee of the City 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 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (I) the Contractor has not given to any officer or employee of the City 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 of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor 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.
- (K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is

CONTRACT BOND

_____, as Principal, and
(Name of Contractor)

_____ as Surety is held and firmly bound unto the City of Elmhurst in the penal sum of _____ (\$ _____), lawful money of the United States, well and truly to be paid unto City of Elmhurst, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the City of Elmhurst this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the City of Elmhurst for the performance of work on the contract for which this bond is given and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the City of Elmhurst and its city council harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 20__ A.D.

PRINCIPAL

(Name of Contractor)
By: _____
(Name of Owner or Officer), (Title or Office)

SURETY

_____ By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

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

_____ of _____ and
(Name of Owner or Officer) *(Name of Contractor)*

_____ as _____ of _____
(Name of individual signing on behalf of Surety) *(Office of individual signing on behalf of Surety)* *(Name of Surety)*

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

Given under my hand and notary seal this _____ day of _____ A.D. 20_____.

Notary Public

My commission expires _____, 20_____.

R - 21 - 2011

**A RESOLUTION AUTHORIZING
THE ISSUANCE OF A NOTICE OF AWARD FOR
THE REPLACEMENT OF THE SHINGLE ROOF AT THE CITY OF ELMHURST
HISTORICAL MUSEUM EDUCATION CENTER**

WHEREAS, the City of Elmhurst (hereinafter the "City") sent invitations to bid to qualified contractors, and publicly advertised for sealed bids for the replacement of the shingle roof at the City of Elmhurst Historical Museum Education Center (hereinafter the "Project"); and

WHEREAS, Instructions to Bidders and proposal forms (hereinafter referred to as the "Bid Documents") were made available to prospective bidders; and

WHEREAS, in the Bid Documents, the City requested pricing to replace the shingle roof at the City of Elmhurst Historical Museum Education Center; and

WHEREAS, the City received and evaluated bids from four (4) potential contractors; and

WHEREAS, the City's Public Works and Buildings Committee reviewed the bids and has recommended that Scandia Construction, Inc. of Roscoe, Illinois (hereinafter "Scandia Construction") be found to have provided the lowest responsive bid for the Project; and

WHEREAS, Scandia Construction has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

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

Section 2. It is hereby determined that it is advisable, necessary and in the public

256029-1

**/ Copies To All
Elected Officials**

06/16/11

interest that the City contract for the replacement of the shingle roof at the City of Elmhurst Historical Museum Education Center.

Section 3. It is hereby determined that Scandia Construction is the lowest responsible bidder for the Project, and Scandia Construction has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 4. The City Council does hereby determine that it is in the best interests of the City to enter into a contract for this Project, and does hereby direct that a Notice of Award be issued to Scandia Construction for the Project at the prices set forth in its proposal.

Section 5. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the Notice of Award for the Project, which Notice of Award is attached hereto marked as Exhibit "A" and made a part hereof.

Section 6. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to the contract with Scandia Construction for the replacement of the shingle roof at the City of Elmhurst Historical Museum Education Center, which contract is attached hereto as Exhibit "B" and made a part hereof, provided that Scandia Construction returns to the City, within ten (10) days of receipt of the Notice of Award, an executed contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and certificates of insurance.

Section 7. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract 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 for each craft or type of worker needed to execute the contract or to perform such work.

Section 8. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____, 2011, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2011.

Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties,
Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

Patty Spencer, Clerk of the City of
Elmhurst, DuPage and Cook County, Illinois

COUNCIL ACTION SUMMARY

SUBJECT: Resolution Authorizing the Issuance of a Notice of Award for the replacement of the shingle roof at the City of Elmhurst Historical Museum Education Center.

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

The City Council authorized the advertisement of bids for the replacement of the shingle roof at the City of Elmhurst Historical Museum Education Center. There were four contractors that bid for this Project. Upon the Public Works and Buildings Committee's review of the bids, it was determined that Scandia Construction, Inc. of Roscoe, Illinois was found to be the lowest responsible bidder.

EXHIBIT "A"
CITY OF ELMHURST, ILLINOIS
NOTICE OF AWARD

TO: Scandia Construction, Inc.
12079 Bowen Parkway
Roscoe, IL 61073

PROJECT DESCRIPTION: The replacement of the shingle roof at the City of Elmhurst Historical Museum Education Center.

The City of Elmhurst has considered the Proposal submitted by you for the above-described work in response to its Notice to Bidders.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Twenty-Five Thousand Three Hundred Seventy Dollars and 00/100ths (\$25,370.00), plus One Dollar and 00/100ths (\$1.00) per square foot unforeseen, subject to the execution of the Contract and the furnishing of the proper bonds and insurance.

You are required 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 execute said Contract and to furnish said bonds and insurance within ten (10) days from the issuance of this Notice, the City of Elmhurst will be entitled to consider all your rights arising out of the City of Elmhurst's acceptance of your bid as abandoned and as a forfeiture of your bid security. The City of Elmhurst will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City of Elmhurst.

Dated this ____ day of _____, 2011.

City of Elmhurst, Illinois,

By: _____
Peter P. DiCianni III, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this ____ day of _____, 2011.

Patty Spencer, Clerk of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____, this
____ day of _____, 2011.

Scandia Construction, Inc.

By: _____

EXHIBIT "B"
CONTRACT

This Contract made this ___ day of _____ 20__ between the City of Elmhurst, the City, and Scandia Construction, Inc., the Contractor, for the replacement of the shingle roof at the City of Elmhurst Historical Museum Educational Center, 120 Palmer Drive.

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to the Contractor, and according to the terms of the Contractor's Certification and the Contract Bond, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

removal and replacement of the shingle roof at the City of Elmhurst Historical Museum Education Center, 120 Palmer Drive, and all other related work

and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the Specifications which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the Work, at the unit prices set forth below:

Bid Item	Description	Unit	Quantity	Unit Price	Total
1.	Removal and replacement of the roof	Lump Sum	One (1)		

Bid Item	Description	Unit	Quantity	Unit Price	Total
2.	Removal and replacement of two exhaust fan ducts and louvers on the west side of the building	Lump Sum	One (1)		

Bid Item	Description	Unit	Quantity	Unit Price	Total
3.	Repair or replacement of rotten or damaged roof decking	Square Foot	One (1)		

Bid Item	Description	Unit	Quantity	Unit Price	Total
4.	Non-prorated 15-year warranty on workmanship and 30-year warranty on materials, or GAF Golden Pledge Warranty	Lump Sum	One (1)		

3. **Contract Time.** The Work will commence on _____, 20____. The Contractor shall complete the Work within _____ **calendar days** of the commencement of the Work unless an extension of time is granted in accordance with the Specifications.

4. **Progress Payments.** On or before the first day of each month, the Contractor shall submit to the City a written Application for Payment showing the value of Work (on a percentage basis) completed. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services 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.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the City to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the City, the City will within thirty (30) days submit to the City Council a final estimate of payment. Within thirty (30) days after approval by the City Council of the final estimate of payment, payment will be issued to the Contractor.

6. **Insurance.**

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 Pre-2004 version, CG 2026 Pre-2004 version.
- (2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- (3) Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City,

either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

c. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages.

- (a) The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees and volunteers as additional insureds.
- (f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

d. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

e. **Verification of Coverage.** The Contractor shall, prior to the City's executing the contract, furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before any work commences. The attached Additional Insured Endorsement shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to demand full certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the City with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

7. **Assignment of Contract.** The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

8. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: City Manager

b. If to Contractor:

Scandia Construction, Inc.
12079 Bowen Parkway
Roscoe, IL 61073
Attn: Eric Christianson, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. 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 paragraph.

9. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract 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 Contractor. This Contract is executed that day and year first written above.

10. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City: City of Elmhurst

Contractor: Scandia Construction, Inc.

By: _____
Peter DiCianni, Mayor

By: _____
Eric Christianson, President

Attest:

Attest:

By: _____
Patty Spencer, City Clerk

By: _____
(Name of Officer Attesting) (Title or Office)

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 Elmhurst in entering into the contract with the Contractor. The City of Elmhurst 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, Eric Christianson, hereby certify that I am the President of Scandia Construction, Inc., and as such, hereby represent and warrant to the City of Elmhurst, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) 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 Elmhurst, that:

- (A) the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) the Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

- b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. 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;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the City within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
 - (5) 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;
 - (6) 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;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of

race, color, age, religion, national origin, disability, or sex;

- (F) the Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City 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 officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.
- (H) no officer or employee of the City 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 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- (I) the Contractor has not given to any officer or employee of the City 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 of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- (J) in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor 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.
- (K) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated

National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

- (L) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the City of Elmhurst in writing within seven (7) days.

Dated: _____, 20____

Contractor:

By:

Eric Christianson

President

STATE OF ILLINOIS)

) ss.

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Eric Christianson known to me to be the President of Scandia Construction, Inc., appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 20____

Notary Public

CONTRACT BOND

_____, as Principal, and
(Name of Contractor)

_____ as Surety is held and firmly bound unto the City of Elmhurst in the penal sum of _____ (\$ _____), lawful money of the United States, well and truly to be paid unto City of Elmhurst, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the City of Elmhurst this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the City of Elmhurst for the performance of work on the contract for which this bond is given and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the City of Elmhurst and its city council harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 20__ A.D.

PRINCIPAL

(Name of Contractor)
By: _____
(Name of Owner or Officer), (Title or Office)

SURETY

_____ By: _____
(Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

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

_____ of _____ and
(Name of Owner or Officer) *(Name of Contractor)*

_____ as _____ of _____
(Name of individual signing on behalf of Surety) *(Office of individual signing on behalf of Surety)* *(Name of Surety)*

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

Given under my hand and notary seal this _____ day of _____ A.D. 20____.

Notary Public

My commission expires _____, 20____.

SPECIFICATIONS

SCOPE OF WORK

The work for this project shall consist of one contract for all materials, equipment, labor, tools, and necessary apparatus required, and all collateral work needed to complete the project as specified herein. In general, the work shall consist of the repair and replacement of the shingle roof at the City of Elmhurst Historical Museum Educational Center including:

- 1.) A recognized name-brand 30-year shingle using manufacturer associated / specified materials and hardware;
- 2.) The replacement of two exhaust fan ducts & louvers (located on the West side of the building); and
- 3.) Any unforeseen roofing repairs required to complete the job properly according to manufacturers' specifications and City of Elmhurst building codes.

It is the Contractor's responsibility to verify the existing conditions. Only contractors qualified to perform the scope of work hereunder shall submit a bid for this project.

SCOPE OF SERVICE

- Provide for safe environment for pedestrian and vehicular traffic.
- Agree on location for contractor provided dumpster.
- Installation to be performed in accordance with manufacturers' specifications and City of Elmhurst building codes.
- Remove existing roofing material and dispose of safely and properly.
- According to manufacturers' specifications and Elmhurst building codes, (using CDX Plywood) repair / replace any rotten or damaged wood decking.
- According to manufacturers' specifications and Elmhurst building codes, (using 8 penny nails) refasten any loose areas of the existing roof decking.
- Replace two existing exterior exhaust fan duct sections & louvers with new. These units to be made of a material that will not rust.
- Install 0.19 gauge aluminum drip edge along rake (gable ends).
- According to manufacturers' specifications and Elmhurst building codes, install Weather / Leak Barrier 3' wide down center of valley's, 6' high along gutter edge and 18" around chimneys, skylights & exhaust vents.

- According to manufacturers' specifications and Elmhurst building codes, apply a reinforced fiberglass underlayment over exposed wood decking.
- According to manufacturers' specifications and Elmhurst building codes, install a 30-year manufacturer warranted shingle over underlayment using six nails per sheet with a 12 nail overlay. Nails will be 1 ½" long with a 3/8" head and made of material that will not rust.
- According to manufacturers' specifications and Elmhurst building codes, install new plumbing pipe lead flashings. Paint to match roof color.
- Remove and enclose existing roof vents and install new roof vents in locations specified according manufacturers' specifications and Elmhurst building codes.
- According to manufacturers' specifications and Elmhurst building codes, install new copper counter flashings including a saddle behind chimney to allow proper drainage. All seams must be soldered for water tight seal.
- According to manufacturers' specifications and Elmhurst building codes, install Hip and Ridge Shingles in all required areas. Must be secured properly with nails sufficiently sized.
- According to manufacturers' specifications and Elmhurst building codes, caulk and seal all required areas of roof to insure a watertight seal.
- Provide non-prorated 15-year warranty on installation / workmanship and a 30-year warranty on materials.
- Contractor to ensure all warranty registration forms are completed and filed with the manufacturer. Copies of that warranty information must be provided to the City.