

VDW

AGENDA
OF BUSINESS TO BE BROUGHT BEFORE THE MEETING
OF THE CITY COUNCIL OF ELMHURST, ILLINOIS, 209 NORTH YORK
MONDAY, JULY 6, 2009
7:30 P.M.

1. **Executive Session 7:00 p.m. – Land Acquisition, Disposition, Personnel & Litigation (Conf. Room #2)**
2. **Call to Order/Pledge of Allegiance/Roll Call**
3. **Presentation of “Mayor for the Day” First & Second Place Winners**
4. **Receipt of Written Communications and Petitions from the Public**
5. **Public Forum**
6. **Consent Agenda**
 - a. Minutes of Regular Meeting Held on Monday, June 15, 2009 (City Clerk Spencer): Approve as published
 - b. Minutes of the Executive Session Held on Monday, June 15, 2009 (City Clerk Spencer): Receive and place on file
 - c. Minutes of the Special Meeting Held on Saturday, June 20, 2009 (City Clerk Spencer): Approve as published
 - d. Accounts Payable – June 30, 2009 Total \$2,890,703.71
 - e. Bids, Prospect Avenue Public Utility Improvement (City Clerk Spencer): Refer to the Public Works and Buildings Committee (See Item 6h)
 - f. Citywide Evangelical Worship Service – Request to Use City Property (City Manager Borchert): Refer to the Public Affairs and Safety Committee
 - g. District 205 Foundation Request for Temporary Use and Event Permit and Use of City Property (City Manager Borchert): Refer to the Public Affairs and Safety Committee
 - h. Report – Prospect Avenue Public Utility Improvement (PW&B) (See Item 6e)
 - i. Report – St. Charles Road Intergovernmental Agreement with Villa Park (PW&B)
 - j. Report – Tiered Approach Authority Agreement (PW&B)
 - k. Report – 2009 Concrete Pavement Patching Program (PW&B)
 - l. Report – Private Property Protection Program Budget (PW&B)
 - m. Report – WWTP Emergency Sluice Gate Repair (PW&B)
 - n. Report – Disposition of Stop Sign Request Parkside and McKinley Avenues (PA&S)
 - o. Report – Yorkfield and Fern Avenues Stop Sign Study (PA&S)
 - p. Report – Colfax Avenue and Adams Street Stop Sign Study (PA&S)
 - q. Report – Disposition of Yield Sign Request Hillside and McKinley Avenues (PA&S)
 - r. Report – Linden Avenue and Church Street Stop Sign Request (PA&S)
 - s. Report – Sewerage Treatment Rates for Private Well Users (F,CA&AS)
 - t. Report – Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue (F,CA&AS)
 - u. Report – Senior Citizen Discount for Water/Sewer Utility Service (F,CA&AS)
 - v. Report – Case Number 09 P-02/Delphi Academy Conditional Use (DP&Z)
 - w. O-19-2009 – An Ordinance Authorizing the Sale by Auction and Disposal of Personal Property Owned by the City of Elmhurst
 - x. O-20-2009 – An Ordinance Authorizing the Sale by Auction of Personal Property Owned by the City of Elmhurst

- y. O-21-2009 – An Ordinance Making Appropriations for Special Service Area Number Five of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010
- z. O-22-2009 – An Ordinance Making Appropriations for Special Service Area Number Six of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010
- aa. O-23-2009 – An Ordinance Making Appropriations for Special Service Area Number Seven of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010
- bb. O-24-2009 – An Ordinance Making Appropriations for Special Service Area Number Eight of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010
- cc. O-25-2009 – An Ordinance Making Appropriations for Special Service Area Number Nine of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010
- dd. O-26-2009 – An Ordinance Making Appropriations for Special Service Area Number Ten of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010
- ee. O-27-2009 – An Ordinance Making Appropriations for Special Service Area Number Eleven of the City of Elmhurst for the Fiscal year Beginning May 1, 2009 and Ending April 30, 2010

7. Committee Reports

- a. Case Number 09 P-03/Real Estate Elmhurst LLC Request for Map Amendment (DP&Z)

8. Reports and Recommendations of Appointed and Elected Officials

- a. Updates (Mayor DiCianni)
 - 1. Finance Task Force
 - 2. Other
- b. Financing the 09/10 Budget and Beyond (City Manager Borchert)

9. Resolutions

- a. R-13-2009 – A Resolution Authorizing the Execution of an Agreement between the City of Elmhurst, Illinois, and ARCO/Murray National Construction Company, Inc. for Preliminary Due Diligence Investigation, Preliminary Site Preparation Including Demolition and Excavation for the First Street Parking Deck Site, 175 West First Street, Elmhurst, Illinois

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.

V.D.W

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF THE ELMHURST, ILLINOIS
HELD ON MONDAY, JUNE 15, 2009
209 NORTH YORK STREET
ELMHURST, ILLINOIS

<u>SUBJECT</u>	<u>PAGE</u>
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Call to Order/ Pledge of Allegiance/Roll Call-----	1
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Recognition of “Peer Jury” – Elmhurst Police Department-----	1
Recognition – York High School Track Team and Gymnastic Team-----	2
Receipt of Written Communications and Petitions from the Public-----	2
Public Forum-----	2
Consent Agenda	
Minutes of Regular Meeting Held on Monday, June 1, 2009-----	2
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Accounts Payable – June 15, 2009 Total \$ \$1,541,834.20-----	2
Reappointments to the Veterans Memorial Commission – David L. Gass & Ralph P. Pechanio-----	2
Reappointment to Board of Trustees of the Elmhurst Public Library – Thomas-Sadowski, Ryan and Becton-----	3
Appointment to the Board of Fire and Police Commissioners – Phillip D. Jordan-----	3
Appointment of Senior Citizens Commission Chairman – Cathy Jordan-----	3
Bids, 2009 Concrete Pavement Patching Program-----	3
Bid, 2009 Sidewalk Repair Program (Slabjacking)-----	4
Liquor Licenses – Flight 112 Wine House-----	5
Traffic and Parking Issues in the College View Area – Alderman Pezza & Alderman Gutenkauf-----	5
Report – 2009 Sidewalk Repair Program (Slabjacking)-----	5
Report – Bids, Streetlight Pole Painting Project-----	6
Report – Larch Avenue Parking Deck Demolition Proposal-----	7
Report – Office Equipment and Furniture Purchase for Station 2-----	7
Report – Telephone Service Contracts-----	8
Report – Case Number 09 P-04/Visitation Church Amended Conditional Use-----	9
O-18-2009 – An Ordinance Establishing Special Service Area Number Thirteen of the City of Elmhurst (Prospect Avenue)-----	10
MCO-11-2009 – 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-----	10
MCO-12-2009 – An Ordinance to Amend Article VII Entitled, “Stopping, Standing, and Parking,” of Chapter 44 Entitled, “Motor Vehicles and Traffic,” of the Municipal Code of the City of Elmhurst-----	10
R-12-2009 – A Resolution Authorizing the Issuance of a Notice of Award for the 2009 Road Contract Paving Program By the City of Elmhurst, Illinois-----	10
Reports and Recommendations of Appointed and Elected Officials	
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City Council & Legal Matters Orientation-----	15
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RECOGNITION – YORK HIGH SCHOOL TRACK TEAM AND GYMNASTIC TEAM

5. Mayor DiCianni asked Coach Reddel to go to the podium along with the York High School State Championship Track Team. Coach Reddel stated these young men are fine athletes and good citizens. He stated the Club Team will be competing in North Carolina for a national meet. Coach Reddel introduced the team to the City Council.

Mayor DiCianni thanked Coach Reddel for the great job he did this year and congratulated the track team on their championship year.

Mayor DiCianni asked Coach O'Haney to the podium along with the York High School Gymnastic Team, who place 3rd in the State. Coach O'Haney stated it's his first year at York and the team helped him achieve this accomplishment. Coach O'Haney also thanked the York Athletic Department for their support. He introduced the Gymnastic Team to the City Council.

Mayor DiCianni thanked Coach O'Haney and his team for a job well done.

RECEIPT OF WRITTEN COMMUNICATIONS AND PETITIONS FROM THE PUBLIC

6. None.

PUBLIC FORUM

7. Bill Tredeau
.558 Fairview Ave.
Elmhurst, IL 60126

Spoke regarding the zoning code violations in the 5th Ward. He stated if fines were enforced, up to \$30,000 would be collected. Mr. Tredeau gave the City Clerk copies of a DVD containing 109 pictures of code violations for distribution to Council for review.

Daniel Cusack
0S579 Kirk Ave.
Elmhurst, IL 60126

Spoke of the inconvenience to the neighborhood the construction of the new Elmhurst Memorial Hospital has brought; noise, dust, torn up lawns and driveways. He stated the vehicle traffic on Harvard Street will increase from 25 to 500 vehicles.

Darlene Heslop
200 Michigan St. #227
Elmhurst, IL 60126

Spoke regarding the proper use of the City logo.

CONSENT AGENDA

8. The following items on the Consent Agenda were presented:
- a. MINUTES OF REGULAR MEETING HELD ON MONDAY, JUNE 1, 2009 (City Clerk Spencer):
Approve as published
 - b. MINUTES OF THE EXECUTIVE SESSION HELD ON MONDAY, JUNE 1, 2009 (City Clerk Spencer): Receive and place on file
 - c. ACCOUNTS PAYABLE – JUNE 15, 2009 TOTAL \$ 1,541,834.20
 - d. REAPPOINTMENTS TO THE VETERANS MEMORIAL COMMISSION – DAVID L. GASS & RALPH P. PECHANIO (Mayor DiCianni): Concur with the Mayor's recommendation

May 28, 2009

To: Members of the City Council

RE: Bids, 2009 Concrete Pavement Patching Program

In response to an invitation to bid for the 2009 Concrete Pavement Patching Program advertised in the Elmhurst Press on Friday, May 8, 2009, bids were received from ten area contractors.

Bids were opened at 10:00 a.m. on Tuesday, June 9, 2009, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
G & M Cement Construction, Inc. (Addison, IL)	\$ 89,685.00
Gem Construction, Inc. (Wood Dale, IL)	\$103,230.00
C-A Cement Company, Inc. (Bloomington, IL)	\$103,330.00
Schroeder & Schroeder, Inc. (Skokie, IL)	\$103,380.00
Kings Point General Cement, Inc. (Bensenville, IL)	\$105,765.00
D'Land Construction, L.L.C. (Bensenville, IL)	\$115,990.00
Acura, Inc. (Bensenville, IL)	\$119,500.00
Alliance Contractors, Inc. (Woodstock, IL)	\$176,575.00
Triggi Construction, Inc. (West Chicago, IL)	\$179,650.00
Globe Construction, Inc. (Addison, IL)	\$195,400.00

Respectfully submitted,
/s/ Patty Spencer
City Clerk

- i. BID, 2009 SIDEWALK REPAIR PROGRAM (SLABJACKING) (City Clerk Spencer): Refer to the Public Works and Buildings Committee (See item 81)

June 2, 2009

TO: Mayor DiCianni and Members of the City Council
RE: 2009 Sidewalk Repair Program (Slabjacking)

In response to an invitation to bid for the 2009 Sidewalk Repair Program (Slabjacking) advertised in the Elmhurst Press on Friday, May 15, 2009, one bid was received.

The bid was opened at 10:00 a.m. on Tuesday, June 2, 2009, and is listed as follows:

<u>Contractor</u>	<u>Total Cost</u>
Advantage 2 Concrete Raising (Aurora, Illinois)	\$14,000.00

Respectfully submitted,
/s/ Patty Spencer

It is therefore, the recommendation of the Public Works and Buildings Committee that the bid from Advantage 2 Concrete Raising in the amount of \$1.40 per square foot, be accepted.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman

/s/ Michael J. Bram
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- m. REPORT – BIDS, STREETLIGHT POLE PAINTING PROJECT The following report of the Public Works and Buildings Committee was presented:

June 8, 2009

TO: Mayor DiCianni and Members of the City Council
RE: Bids, Streetlight Pole Painting Project

The Public Works and Buildings Committee met on Monday, June 8, 2009, to discuss bids received for the Streetlight Pole Painting. Bid specifications for this project were sent to nine area contractors and picked up by three others. The project was advertised in local area newspapers. One bid was received and is summarized below:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate</u>	<u>Bid Total</u>
Alpha Paintworks, Chicago, IL	\$15,750	\$16,900	\$32,650

The base bid request defined the method and process for furnishing all labor, materials, tools, equipment, and incidentals necessary to provide for the painting of 30 aluminum streetlight poles (@ 30' tall) on Palmer Memorial Drive from York Street to Second Street. The Alternate Bid requested a price for painting the traffic signal poles, mastarms and signal heads at St. Charles Rd. at Poplar Ave., St. Charles Rd. at Fair Ave, St. Charles Rd. at Spring Rd., and York St. at Brush Hill Rd.

Nine local painting companies were contacted and indicated an interest to bid on the project and were mailed bid packets. In addition, three companies requested and were sent copies of the specifications once the legal ad appeared in the newspaper. All companies that did not bid were contacted and asked why they did not bid.

The following responses were given:

- 4 – Unable to obtain required bid bond
- 4 – Did not return call
- 1 – Had bid on last two projects and was not low bidder
- 2 – Did not have time to complete bid forms

For comparison purposes, the 2009 bid price received from Alpha Paintworks for the painting of 30 individual 30' poles and attached light fixture is \$525 per pole. The 2008 low bid price for the painting of 22 individual 38' poles and 2 attached carriage light fixtures was \$550.

Based on the information above, the Committee decided to move forward with the bid from Alpha Paintworks. Alpha Paintworks performed similar work for the City of Elmhurst in 2006, 2007 and 2008 in a satisfactory manner.

Funds have been provided in the 2009/2010 budget, General Fund, Electrical Contractual Services, account number 110-6044-435-3030, in the amount of \$50,000 for the contractual painting of poles.

It is, therefore the recommendation of the Public Works and Buildings Committee that the bid submitted by Alpha Paintworks in the amount of \$32,650, be accepted.

Respectfully submitted,

June 8, 2009

To: Mayor DiCianni and Members of the City Council
RE: Office Equipment and Furniture Purchase for Station 2

The Public Works and Buildings Committee met on June 8, 2009 to discuss the purchase of office equipment and furniture for Station 2. The Elmhurst Fire Department has been working with a consultant to design and determine the specifications for this office equipment and furniture.

The consultant has developed the specifications for this office equipment and furniture and the Fire Department will request proposals from three furniture manufacturers based on these designs and specifications.

Due to time constraints relating to the move into Station 2, and an estimated 4 – 6 weeks delivery from date of order, the Fire Department is requesting approval and recommendation to the City Council, for the purchase of office equipment and furniture not to exceed the budgeted amount of \$35,000. At this time, the consultant feels that manufacturer proposals should come in lower than the budgeted amount.

It is, therefore, the recommendation of the Public Works and Building Committee that the Fire Department move forward with the purchase of office equipment and furniture not to exceed \$35,000.

Respectfully submitted,
Public Works and Building Committee

/s/ Jim Kennedy
Chairman

/s/ Michael J. Bram
Vice-Chairman

/s/ Pat Shea

/s/ Chris Healy

- p. REPORT – TELEPHONE SERVICE CONTRACTS The following report of the Finance, Council Affairs and Administrative Services Committee was presented:

June 9, 2009

To: Mayor DiCianni and Members of the City Council
Re: Telephone Service Contracts

The Finance, Council Affairs and Administrative Services Committee met June 8, 2009 to review proposals for telephone services for the City. These services include analog centrex, digital ISDN centrex, analog business lines, point to point alarm circuits, radio circuits and local calling (A, B, C) service.

The City of Elmhurst currently contracts with AT&T for these telephone services under a Master Discount Agreement that provides a 12% discount on specified services with minimum annual revenue commitments. Staff, with the assistance of Wilson Consulting, reviewed the City's current telephone system and determined that the current configuration of analog and digital ISDN Centrex services meets the City's telephone needs at this time. Wilson Consulting previously assisted the City in acquiring the current telephone system of hardware and services in 2001.

Through the Request for Proposal process and the experience of Wilson Consulting, it was determined that only one vendor other than AT&T, Call One/Sound Incorporated, can offer analog and digital ISDN phone services. Other vendors previously reselling Centrex services are no longer in that business due to the significantly reduced profit margin and the migration to other solutions such as VoIP (Voice over Internet Protocol). A VoIP solution/system for the City was discussed, however, the infrastructure improvements necessary (internal wiring and wide area network connectivity) for certain City facilities, in addition to the upfront hardware costs, do not justify a VoIP solution/system at this time.

as Madison. The Committee also discussed the home surrounded on three sides by Visitation, and complimented Visitation for considering this with their site plan.

The Committee discussed other items as well, including access and stormwater management. The Committee noted that the changes to slope of the church driveway should improve access and safety for vehicles accessing York Street. In response to the Committee's questions about stormwater, the applicant indicated that some underground stormwater detention vaults will be used, allowing more activity on the site.

The Committee then reviewed the conditions of approval identified by the Zoning & Planning Commission, and opted to include these conditions in the DPZ Committee report.

The Committee reviewed the Standards for Conditional Use and supports the requests based on these Standards. Therefore it is the recommendation of the Development, Planning and Zoning Committee to recommend approval of this amended conditional use request, subject to the following condition of approval:

- 1) There shall be no parking allowed on York Street 60 feet south of the proposed York Street driveway apron. The City shall install "No Parking" signage in the right-of-way and paint the curb yellow to identify the parking restrictions in this area.

The City Attorney is hereby directed to prepare the necessary documents for City Council review and approval.

Respectfully submitted,
Development, Planning and Zoning
Committee

/s/ Steven Morley
Chairman
/us/ Susan J. Rose
Vice-Chairman
/s/ Norman Leader

r. O-18-2009 – AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER THIRTEEN OF THE CITY OF ELMHURST (PROSPECT AVENUE)

Ordinance O-18-2009 was presented for passage.

s. MCO-11-2009 – 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

Ordinance MCO-11-2009 was presented for passage.

t. MCO-12-2009 – AN ORDINANCE TO AMEND ARTICLE VII ENTITLED, "STOPPING, STANDING, AND PARKING," OF CHAPTER 44 ENTITLED, "MOTOR VEHICLES AND TRAFFIC," OF THE MUNICIPAL CODE OF THE CITY OF ELMHURST

Ordinance MCO-12-2009 was presented for passage.

u. R-12-2009 – A RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD FOR THE 2009 ROAD CONTRACT PAVING PROGRAM BY THE CITY OF ELMHURST, ILLINOIS

Resolution R-12-2009 was presented for passage.

Mayor DiCianni stated he would defer to City Attorney Storino.

City Attorney Storino stated any item pulled from the Consent Agenda is to be done now and then a roll call vote will take place to approve the remaining items on the Consent Agenda.

Alderman Kennedy verified with City Attorney Storino that the process of not having the traditional form of bidding would be legal at this point in the project. Alderman Kennedy stated in the future, the bidding process and opening of bids will take place at City Hall. He also stated the City is getting a fair deal. After reviewing previous projects, the numbers are in line with the past.

Alderman Kennedy stated the committee has recommended this part of the project be done by Arco/Murray. If in the future the Council decides it would like another company to do the work they can do so. He stated that a delay at this point will mean the City is responsible for shouldering up to \$100,000 in remediation costs.

Alderman Shea stated she pulled item **8n. Report – Larch Avenue Parking Deck Demolition Proposal** because she had some concerns. She stated the construction management services fees, which total \$52,000, is 30% of the project. She stated this is a City paid project and it should have gone out to bid. Alderman Shea said permits should have been in hand as soon as the City took ownership of the building. The move out date is August 22, 2009.

Alderman Bram stated, for the record, he originally signed item **8n. Report – Larch Avenue Parking Deck Demolition Proposal** but removed his name because of the \$52,000 profit, and the bids that were submitted were hand picked. There wasn't a public bid process.

Alderman Pezza stated the parking deck will total approximately \$9million and it is to be paid for with taxpayer dollars. She stated we are entering Phase I of the construction which is environmental testing and demolition which has to be completed by August 21, 2009. The Council is to sign a contract for \$176,000 of which \$124,000 will be paid to companies to perform the work. Alderman Pezza stated additionally, \$52,000 (about 41% of the cost) will be paid to Arco/Murray to oversee the project. She stated why are the taxpayers paying for someone to watch the demolition of a building. Alderman Pezza stated these concerns should have been discussed at the committee level. She pointed out items in the committee report are misleading stating Council really doesn't know if this is the best cost to the taxpayers.

City Manager Borchert stated he agreed item **8n. Report – Larch Avenue Parking Deck Demolition Proposal** has some word-smithing issues. City staff is working with Arco/Murray but could look at others. He stated the time frame to get testing done was a concern. City Manager Borchert reviewed with Council why Arco/Murray is to serve as Construction Manager stating only time on the job will be charged to the City.

He stated this project is worthy of Council's approval.

Alderman Wagner asked Public Works and Buildings Committee Chairman Kennedy for clarification on the attached bid sheets.

Alderman Kennedy stated Arco/Murray sent out the requests for bids.

Alderman Wagner asked City Manager Borchert, is this process routine for the City.

The City Manager explained the process of bidding when there is a Construction Manager. He stated any other bids will come into the Clerk's Office for bid opening.

Alderman Gutenkauf said these aren't bids but estimates of basic cost. The report says the cost paid to Arco/Murray is a flat fee. She stated this needs to go back to the PW&B Committee. The bottom line issue is Arco/Murray is getting \$30,000 on top. She asked why hasn't the City applied for the permits so there isn't a time crunch.

Alderman Nybo stated he opposed the amendment because it is unclear.

Alderman Rose, point of order, the Clerk should not have to read the amended motion while trying to write it. The amended motion should have been presented in writing.

City Attorney Storino stated there can be clarification of the amendment.

Alderman Hipskind asked to address Alderman Bram to clarify his motion.

Alderman Bram withdrew the motion.

Alderman Shea seconded.

Alderman Pezza stated three items on the report needed to be amended for clarification. Alderman Pezza asked the City Attorney how she can do this.

City Attorney Storino replied to Alderman Pezza that she could move to change by delineating the items to be modified and then get a second.

Alderman Pezza moved to amend the sentence in the first paragraph of the committee report by indicating the City actually owns the property.

Alderman Kennedy seconded.

Alderman Morley asked the Clerk to read the motion.

Alderman Pezza restated the motion stating the City owns the property and closed on it on March 23, 2009.

The Mayor asked the Clerk to call the roll on the amended main motion.

Roll call vote to approve the amendment to item 8n. **Report – Larch Avenue Parking Deck Demolition Proposal.**

Ayes: Pezza, Kennedy, Gutenkauf, Shea, Leader, Rose, Bram, Hipskind, York, Nybo, Healy, Morley, Mulliner, Wagner

Nays: None

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

Mayor DiCianni stated back to the main motion of the amended committee report for a vote.

Alderman Gutenkauf, point of order, discussion of the committee report is not complete.

Alderman Gutenkauf stated the recommendation line in the committee report should not show a flat fee, but it should be broken down. She also stated that the work agreement should state not to exceed a fee of \$176,000. The work agreement and the committee report should state time and materials.

Alderman Mulliner, point of order, stated the work amendment cannot be amended, only the committee report.

Alderman Gutenkauf moved to amend page two of the committee report to read pay fees based on time and materials and the final line of the recommendation state not to exceed \$176,000.

Discussion ensued.

Alderman Rose amended Alderman Gutenkauf's amendment regarding the wording of time and materials and not to exceed the total amount of \$176,000. Alderman Bram seconded.

Discussion ensued.

Alderman Rose called the question on the amended committee report.

ANNOUNCEMENTS

11. Alderman Mulliner stated the first concert was held in the City Centre on Thursday, June 11, 2009. He stated a concert series will take place this summer instead of Elmfest. Alderman Mulliner stated the concert was well attended, well organized and the music was good.

Alderman Gutenkauf announced that the 1st Ward now has a newsletter. Interested parties may email ward1news@comcast.net to join the mailing list.

Mayor DiCianni stated the concert was well attended and Café Amano, One Hundred South and Wine & Vine were very pleased as well. He stated that future concerts will have different venues.

The Mayor reminded everyone that Relay for Life will be taking place on June 19, 2009 at the Timothy Christian Field.

ADJOURNMENT

12. Alderman Hipskind to adjourn the meeting. Aldermen Mulliner. Voice Vote. Motion carried. Meeting adjourned 10:11 p.m.

Peter P. DiCianni, III, Mayor

Patty Spencer, City Clerk

MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF ELMHURST, ILLINOIS
HELD ON SATURDAY, JUNE 20, 2009
LUCKS CONFERENCE ROOM – ELMHURST COLLEGE
190 PROSPECT AVENUE
ELMHURST, ILLINOIS

CALL TO ORDER

1. The Special Meeting of the Elmhurst City Council was called to order by Mayor DiCianni at 8:00 a.m. Those in attendance were as follows:

Present: Diane Gutenkauf, Pat Shea (left at 8:45 a.m.), Michael J. Bram, Kevin L. York, Chris Healy, Steve Morley, Jim Kennedy, Patrick Wagner

Absent: Paula Pezza, Norman Leader, Susan J. Rose, Stephen Hipskind, Chris Nybo, Mark A. Mulliner

Also in Attendance: Mayor DiCianni, City Manager Borchert, Dr. Carroll

ELECTED OFFICIALS RETREAT

2. City Manager Borchert welcomed everyone to the Elected Officials Retreat. He introduced Dr. Larry Carroll, Director of the Center for Professional Excellence at Elmhurst College.

Mayor DiCianni thanked everyone for attending. He stated in order for the City to have continued success the Council has to: Work Together, Communicate, Build a Tax Base & Plan for the Future.

Dr. Carroll asked the Council to give one (1) reason why they are here. Keeping in theme with their responses, Dr. Carroll discussed Team Building and its three (3) elements: inclusion, control and closeness.

Discussion ensued.

After viewing the video *Celebrate What is Right in the World*, discussion ensued regarding perception and reality, style and knowledge transfer.

Dr. Carroll summarized the issues that the current Council has: Knowledge Transfer, Learning About Each Other, Education and Surprises vs No Surprises. Dr. Carroll stated addressing these issues can be helpful and lead to far reaching goals and accomplishments.

The Mayor was asked to list his dreams for the City.

Mayor DiCianni replied:

- Add economic strength to the City's three (3) business districts
- Increase Revenue
- Services to our Citizens & Seniors
- Intergovernmental Agreements

Discussion ensued regarding how to increase revenue.

In conclusion, Dr. Carroll recommended the Council should have a follow-up session. He stated a "coach" would help them. He also stated it would be beneficial for the entire Council to be in attendance.

Alderman Morley stated a "fifth" Monday would be a good time to reconvene.

V DW

CITY OF ELMHURST

ACCOUNTS PAYABLE SUMMARY SHEET

JUNE 30, 2009

	<u>REGULAR</u>	<u>INTERIM</u>	<u>TOTAL</u>
<u>CHECKS</u>			
GENERAL FUND	\$925,961.85	\$12,916.80	\$938,878.65
LIBRARY FUND	20,755.51	183.05	20,938.56
REDEVELOPMENT	238,547.79	-	238,547.79
STORMWATER	19,681.27	-	19,681.27
INDUSTRIAL DEVELOPMENT	250.00	29,300.94	29,550.94
RT 83 COMMERCIAL DEVELOPMENT	250.00	-	250.00
PUBLIC FACILITIES CONSTR	512,493.80	-	512,493.80
MUNICIPAL UTILITY FUND	892,895.93	219,794.52	1,112,690.45
PARKING REVENUE SYSTEM FUND	10,251.59	7,054.66	17,306.25
TRUST & DEPOSIT	-	366.00	366.00
	<u>2,621,087.74</u>	<u>269,615.97</u>	<u>2,890,703.71</u>

FINANCE REVIEW

Mary E. Santos

CITY MANAGER REVIEW

James J. ...

TO THE CITY TREASURER,

THE PAYMENT OF THE ABOVE LISTED AMOUNTS HAS BEEN APPROVED BY THE
CITY COUNCIL AT A MEETING HELD ON JULY 6, 2009 AND YOU ARE HEREBY
AUTHORIZED TO PAY THEM FROM THE APPROPRIATE BUDGET ACCOUNT.

MAYOR

CITY CLERK

PREPARED 06/29/2009, 14:41:51
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

EXPENDITURE APPROVAL LIST
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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0010266	ACME TRUCK BRAKE & SUPPLY								
1291340055	002741	01	06/30/2009		110-6047-512.50-16	SQUAD #1	633.60		
1291350195	002742	01	06/30/2009		110-6047-512.50-16	CORE CREDIT	57.60		
1291590149	002743	01	06/30/2009		110-6047-512.50-16	PW-170 & ENG-1 CORE CRED	978.70		
1291560160	002744	01	06/30/2009		110-6047-512.50-16	ENG-1	850.00		
1291560158	002745	01	06/30/2009		110-6047-512.50-16	ENG-1	850.00		
1291540138	002746	01	06/30/2009		110-6047-512.50-16	ENG-1	2,359.48		
1291540137	002747	01	06/30/2009		110-6047-512.50-16	ENG-1	118.44		
1291610043	002748	01	06/30/2009		110-6047-512.50-16	STOCK	37.60		
1291670016	003274	01	06/30/2009		110-6047-512.50-16	PW-77 & STOCK	20.52		
1291680160	003275	01	06/30/2009		110-6047-512.50-16	ENG #1	174.88		
0007385	ADI					VENDOR TOTAL *	4,008.22		
18TE1001	002686	01	06/30/2009		110-2008-413.40-31	SK-ACP DOOR READER	724.68		
0008328	ADT SECURITY SERVICES, INC					VENDOR TOTAL *	724.68		
94693042	003377	01	06/30/2009		110-7060-451.30-98	SECURITY SVCS	141.10		
0005840	ADVENT SYSTEMS, INC					VENDOR TOTAL *	141.10		
63599	002952	01	06/30/2009		110-4020-422.60-98	CARD ACCESS EQUIP INSTALL	8,662.39		
63633-5	003690	01	06/30/2009		382-0000-463.80-35	SECURITY/PAGING/TELECOMMU	8,949.00		
0014376	AEREX PEST CONTROL					VENDOR TOTAL *	17,611.39		
788289	003442	01	06/30/2009		110-4020-422.50-01	PEST CONTROL	33.00		
788293	003449	01	06/30/2009		110-4020-422.50-01	PEST CONTROL	23.00		
788286	003443	01	06/30/2009		110-5030-421.30-98	PEST CONTROL	43.00		
788280	003445	01	06/30/2009		110-6046-418.50-01	PEST CONTROL	43.00		
788283	003446	01	06/30/2009		110-6046-418.50-01	PEST CONTROL	54.00		
788430	003448	01	06/30/2009		110-6046-418.50-01	PEST CONTROL	86.00		
788429	003444	01	06/30/2009		110-7060-451.50-01	PEST CONTROL	23.00		
787890	003447	01	06/30/2009		110-7060-451.50-01	PEST CONTROL	28.00		
0007472	AIRGAS NORTH CENTRAL					VENDOR TOTAL *	333.00		
105416577	002702	01	06/30/2009		110-6047-512.40-98	OTHER SUPPLIES	398.84		
0003441	ALEXANDER CHEMICAL CORP					VENDOR TOTAL *	398.84		
0416449	003054	01	06/30/2009		510-6057-502.40-10	SULFUR DIOXIDE	1,747.00		
0416450	003055	01	06/30/2009		510-6057-502.40-10	CYLINDER DEPOSIT REFUND	1,750.00		
0000016	ALEXANDER EQPT CO INC					VENDOR TOTAL *	997.00		
63749	002620	01	06/30/2009		110-6043-434.50-08	CHIPPER WINCH ROPE	300.00		
63754	002621	01	06/30/2009		110-6047-512.50-02	REPAIR	109.80		

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VEND NO VENDOR NAME VOUCHER P.O. NO BNK CHECK/DUE DATE ACCOUNT NO ITEM DESCRIPTION CHECK AMOUNT EFT OR HAND-ISSUED AMOUNT

0006708 AMLINGS FLOWERLAND

0013255 ANDERSON ELEVATOR CO 003455 01 06/30/2009 110-6046-418.30-25 MONTHLY MAINT FEE 282.90

0000035 ANDERSON LOCK 003432 01 06/30/2009 110-5030-421.50-01 KEY 3.25
 0584292 003433 01 06/30/2009 530-0088-503.50-14 DOOR SPINDLES 244.71

0010625 ARCADE BUILDING 003633 01 06/30/2009 530-0088-503.30-59 SCHILLER CT PARKING LEASE 247.96
 JULY 2009

0000039 ARROW UNIFORM 002712 01 06/30/2009 110-6041-432.40-62 UNIFORMS 750.00
 06-412629 002797 01 06/30/2009 110-6041-432.40-62 VOLUME DISCOUNT 103.96
 135033 003093 01 06/30/2009 110-6041-432.40-62 UNIFORM SUPPLIES 88.17
 06-415023 003529 01 06/30/2009 110-6041-432.40-62 UNIFORM SUPPLIES 103.97
 06-417422 002713 01 06/30/2009 510-6052-501.40-62 UNIFORMS 103.97
 06-412629 002798 01 06/30/2009 510-6052-501.40-62 VOLUME DISCOUNT 88.16
 135033 003094 01 06/30/2009 510-6052-501.40-62 UNIFORM SUPPLIES 103.96
 06-415023 003530 01 06/30/2009 510-6052-501.40-62 UNIFORM SUPPLIES 103.96
 06-417422

0009245 ASSN OF MIDWEST MUSEUMS 002857 01 06/30/2009 110-7060-451.60-37 MEMBERSHIP 447.46
 2427

0014979 ASSOCIATED ADVERTISERS, INC 003120 01 06/30/2009 110-0094-454.60-45 ADVERTISEMENT 75.00
 73110

0007161 ASSOCIATED TIRE & BATTERY CO, INC 002799 01 06/30/2009 110-6047-512.50-16 OIL/GREASE 175.00
 439113 002800 01 06/30/2009 110-6047-512.40-34 OIL/GREASE 83.96
 439113

0012277 AT&T 002921 01 06/30/2009 110-0086-453.30-75 MONTHLY PHONE 152.84
 63053030075410 002922 01 06/30/2009 110-0094-454.30-75 MONTHLY PHONE 64.35
 63053030075410 002816 01 06/30/2009 110-1001-411.30-75 MONTHLY PHONE 24.13
 63078266949097 002908 01 06/30/2009 110-1001-411.30-75 MONTHLY PHONE 26.50
 63053030075410 002909 01 06/30/2009 110-2006-413.30-75 MONTHLY PHONE 1,126.18
 63053030075410 002910 01 06/30/2009 110-2007-413.30-75 MONTHLY PHONE 1,370.03
 63053030075410 002911 01 06/30/2009 110-2008-413.30-75 MONTHLY PHONE 176.97
 630Z9919307818 003301 01 06/30/2009 110-2008-413.30-98 MONTHLY PHONE 1,061.82
 1,225.77

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0014301	AURORA TRI STATE FIRE PROTECTION CO						
168301	003477	01	06/30/2009	110-6046-418.50-01	FIRE EXT CASES/TESTING	41.65	
168301	003476	01	06/30/2009	530-0088-503.50-14	FIRE EXT CASES/TESTING	172.50	
					VENDOR TOTAL *	214.15	
0012291	AUTO TECH CENTERS INC						
208168	002752	01	06/30/2009	110-6047-512.50-20	STOCK SQUAD TIRES	409.36	
208062	002753	01	06/30/2009	110-6047-512.50-20	PD-15 NEW TIRES	409.36	
208305	003269	01	06/30/2009	110-6047-512.50-20	PD-8	409.36	
208304	003270	01	06/30/2009	110-6047-512.50-20	PD-7/STOCK	409.36	
					VENDOR TOTAL *	1,637.44	
0008569	BATTERIES PLUS						
9943	003440	01	06/30/2009	530-0088-503.50-14	BATTERIES	491.20	
					VENDOR TOTAL *	491.20	
0011212	BATTERY ZONE						
SI+077062	002754	01	06/30/2009	110-5030-421.40-41	REPL BATTERIES - SABERS	187.95	
					VENDOR TOTAL *	187.95	
0012081	BAXTER & WOODMAN						
0144439	003524	01	06/30/2009	510-6050-501.30-26	SCADA RADIO INSTALLATION	2,756.95	
					VENDOR TOTAL *	2,756.95	
0013718	BENES, JAMES J, & ASSOCS, INC						
1091.100	003025	01	06/30/2009	110-6040-431.30-26	PROF ENG SVCS	239.17	
1091.139	003026	01	06/30/2009	110-6040-431.30-26	PROF ENG SVCS	159.45	
1091.159	003027	01	06/30/2009	110-6040-431.30-26	PROF ENG SVCS	159.45	
1091.160	003028	01	06/30/2009	110-6040-431.30-26	PROF ENG SVCS	79.72	
1091.163	003029	01	06/30/2009	110-6040-431.30-26	PROF ENG SVCS	79.72	
1091.165	003030	01	06/30/2009	110-6040-431.30-26	PROF ENG SVCS	1,355.30	
1091.166	003031	01	06/30/2009	110-6040-431.30-26	PROF ENG SVCS	2,714.46	
1091.167	003032	01	06/30/2009	110-6040-431.30-26	PROF ENG SVCS	1,882.29	
1091.168	003033	01	06/30/2009	110-6040-431.30-26	PROF ENG SVCS	1,386.46	
1277.000	002791	01	06/30/2009	310-0089-461.80-24	PROF ENG SVCS	21,544.56	
					VENDOR TOTAL *	28,600.58	
0013075	BERKELEY TRUCKING INC						
34885	002595	01	06/30/2009	510-6052-501.30-81	SPOILS HAULED OUT	8,325.00	
					VENDOR TOTAL *	8,325.00	
0000061	BERKHEIMER CO INC, G W						
961580	003441	01	06/30/2009	110-5030-421.50-01	MOTOR REPAIR	71.27	
					VENDOR TOTAL *	71.27	
0000063	BERLAND'S HOUSE OF TOOLS						
345909	003458	01	06/30/2009	110-6046-418.40-98	BIT REPLACEMENT	28.98	
345877	003459	01	06/30/2009	110-6046-418.40-53	CUTTING BLADE	109.99	
345878	003460	01	06/30/2009	110-7060-451.50-01	BLADES	71.58	

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000084	BURGIN, DENNIS	002971	01 06/30/2009	110-0086-453.30-52	CATV PROF SVCS	221.00	
					VENDOR TOTAL *	221.00	
0013662	BURRIS EQPT CO	002625	01 06/30/2009	110-6047-512.50-16	PARTS & SUPPLIES	89.75	
PS43740		002626	01 06/30/2009	110-6047-512.50-16	PARTS & SUPPLIES	155.92	
PS43742		002627	01 06/30/2009	110-6047-512.50-16	PARTS & SUPPLIES	140.14	
PS43740A					VENDOR TOTAL *	385.81	
0006789	BUSINESS OFFICE SYSTEMS INC	003536	01 06/30/2009	110-5030-421.40-98	SPARE LOCKS	49.10	
145425					VENDOR TOTAL *	49.10	
0009267	C J C AUTO PARTS & TIRES	002725	01 06/30/2009	110-6047-512.50-16	PD-7	43.62	
531647		002726	01 06/30/2009	110-6047-512.50-16	PD-7	29.84	
531753					VENDOR TOTAL *	73.46	
0017848	CAMPANELLA TRKG & MATT INC	003567	01 06/30/2009	510-6052-501.40-57	STONE	650.52	
024405					VENDOR TOTAL *	650.52	
0017996	CANINE DEVELOPMENT GROUP	003695	01 06/30/2009	110-5030-421.60-11	REGISTRATION	375.00	
10/24-10/25/09					VENDOR TOTAL *	375.00	
0004296	CANTEEN CORP	002599	01 06/30/2009	110-6046-418.40-98	RESTOCK VENDING MACHINES	110.76	
329443		003688	01 06/30/2009	110-6046-418.40-98	VENDING MACHINE REFILL	105.31	
330250					VENDOR TOTAL *	216.07	
0012518	CAR REFLECTIONS	002756	01 06/30/2009	110-6047-512.50-16	STOCK DECALS	83.00	
011311		003268	01 06/30/2009	110-6047-512.50-16	STOCK VEHICLE DECALS	788.00	
011315					VENDOR TOTAL *	871.00	
0015516	CARDINAL FENCE & SUPPLY INC	003533	01 06/30/2009	110-6041-432.40-20	FENCE REPAIR	11.74	
90169		003534	01 06/30/2009	110-6041-432.40-20	FENCE REPAIR	273.60	
90173		003535	01 06/30/2009	110-6041-432.40-20	FENCE REPAIR	36.85	
90175					VENDOR TOTAL *	322.19	
0008716	CASE LOTS INC	002705	01 06/30/2009	110-6041-432.40-98	OTHER SUPPLIES	34.48	
015152		002706	01 06/30/2009	110-6043-434.40-98	OTHER SUPPLIES	34.48	
015152		002707	01 06/30/2009	110-6044-435.40-98	OTHER SUPPLIES	34.48	
015199		002704	01 06/30/2009	110-6046-418.40-24	JANITORIAL SUPPLIES	198.60	
014696		002796	01 06/30/2009	110-6046-418.40-24	SUPPLIES	143.20	

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0003457	CHICAGO SUN-TIMES	5410019197	003670	01 06/30/2009	110-4025-424.60-98	SUBSCRIPTION	39.04	
0012699	CINTAS FIRST AID & SAFETY	0343580230	003488	01 06/30/2009	110-4022-423.80-23	AED PACKAGE	1,281.86	
0343570768		003487	003487	01 06/30/2009	110-6046-418.50-01	CPR POCKET MASK	16.35	
0000109	CLARKE ENVIRONMENTAL MOSQUITO MGT	6325983	003615	01 06/30/2009	110-6043-434.30-98	GYPSY MOTH TREATMENTS	3,465.00	
6325984		003616	003616	01 06/30/2009	110-6043-434.30-98	GYPSY MOTH TREATMENTS	3,465.00	
0000630	CLASSIC GRAPHIC INDUSTRIES INC	62079	003091	01 06/30/2009	110-2006-413.40-33	SUPPLIES	268.38	
62183		003092	003092	01 06/30/2009	110-2006-413.40-33	SUPPLIES	320.76	
0017042	CLOSED CIRCUIT INNOVATIONS	4149	002946	01 06/30/2009	110-5030-421.30-98	MONTHLY MAINT FEE	395.00	
0000112	COCA-COLA BOTTLING CO	0368341005	002792	01 06/30/2009	110-1001-411.60-98	RETURNED MERCHANDISE	12.40	
0388165616		003421	003421	01 06/30/2009	110-1001-411.60-98	VENDING MACHINE REFILL	149.25	
0017334	COLEMAN TECHNOLOGIES, INC	INVEG1612	002689	01 06/30/2009	110-2008-413.50-22	TRACK UNIT MAINT PD	136.85	
0000114	COM ED	8327608004	002818	01 06/30/2009	110-4022-423.30-24	MONTHLY ELECTRIC	588.00	
6983225007		002829	002829	01 06/30/2009	110-4022-423.30-24	MONTHLY ELECTRIC	28.90	
8409121006		002844	002844	01 06/30/2009	110-4022-423.30-24	MONTHLY ELECTRIC	28.16	
7067401028		002845	002845	01 06/30/2009	110-4022-423.30-24	MONTHLY ELECTRIC	29.17	
6563745019		002817	002817	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	162.87	
6563742009		002819	002819	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	27.66	
6563744012		002820	002820	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	43.14	
6563743015		002821	002821	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	57.36	
8075341005		002822	002822	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	29.98	
0833090001		002823	002823	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	20.32	
0323144010		002824	002824	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	20.32	
1114017015		002825	002825	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	58.46	
1459073058		002826	002826	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	214.47	
6897272003		002828	002828	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	82.85	
8577587009		002830	002830	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	110.57	
8577601004		002831	002831	01 06/30/2009	110-6044-435.30-24	MONTHLY ELECTRIC	14.14	

VENDOR NAME VENDOR VOUCHER P.O. NO	BANK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0017031 CORNER, MARTHA 10/29-30/09 003644	01 06/24/2009	110-3015-414.60-11	MEETING REGISTRATION	126507	255.00
0017618 COSTCO - LAKE IN THE HILLS			VENDOR TOTAL *	.00	325.00
6/8/09 002546	01 06/09/2009	110-1001-411.40-98	SUPPLIES	126341	18.93
6/8/09 002551	01 06/09/2009	110-4020-422.40-24	SUPPLIES	126341	18.93
6/8/09 002550	01 06/09/2009	110-5030-421.40-98	SUPPLIES	126341	18.93
6/8/09 002547	01 06/09/2009	110-6040-431.40-98	SUPPLIES	126341	18.93
6/8/09 002548	01 06/09/2009	510-6050-501.40-98	SUPPLIES	126341	18.93
6/8/09 002549	01 06/09/2009	510-6055-502.40-98	SUPPLIES	126341	18.93
0009471 COSTCO - OAKBROOK			VENDOR TOTAL *	.00	113.58
6/8/09 002552	01 06/09/2009	110-1001-411.40-98	SUPPLIES	126342	135.92
6/8/09 002558	01 06/09/2009	110-4020-422.40-24	SUPPLIES	126342	135.93
6/8/09 002557	01 06/09/2009	110-5030-421.40-98	SUPPLIES	126342	135.93
6/8/09 002553	01 06/09/2009	110-6040-431.40-98	SUPPLIES	126342	135.92
6/8/09 002554	01 06/09/2009	510-6050-501.40-98	SUPPLIES	126342	135.92
6/8/09 002556	01 06/09/2009	510-6055-502.40-98	SUPPLIES	126342	135.93
0017991 COSTCO - SEATTLE			VENDOR TOTAL *	.00	815.55
000111759183651003647	01 06/25/2009	110-6040-431.60-37	MEMBERSHIP RENEWAL	126511	50.00
000111759183651003648	01 06/25/2009	510-6055-502.40-98	MEMBERSHIP RENEWAL	126511	50.00
0015461 CROSSBOW INDUSTRIAL WATER			VENDOR TOTAL *	.00	100.00
2003963 003064	01 06/30/2009	510-6057-502.40-25	LAB SUPPLIES	153.00	
0007611 DARYL E HARDY			VENDOR TOTAL *	153.00	
MR Refund	01 06/24/2009	110-0000-115.07-01	324935	25.00	
0008894 DAVIS INSTRUMENTS			VENDOR TOTAL *	25.00	
450196 002680	01 06/30/2009	110-2008-413.40-16	WEATHER LINK	177.00	
0006182 DELTA SONIC CAR WASH SYSTEMS			VENDOR TOTAL *	177.00	
5688432 002944	01 06/30/2009	110-6047-512.50-16	CAR WASHES	337.50	
0014277 DEX			VENDOR TOTAL *	337.50	
500209284 003631	01 06/30/2009	110-7060-451.30-75	DIRECTORY CHARGES	71.00	
0010805 DISPATCH AUTOMOTIVE INC			VENDOR TOTAL *	71.00	
194824 002728	01 06/30/2009	110-6047-512.50-16	PD-7	100.00	

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0000165 5879	DUPAGE MAYORS & MANAGERS CONFERENCE	003687		01 06/30/2009	110-1001-411.60-11	DINNER/MEETING	35.00	
0010489 21148	DUPAGE SECURITY SOLUTIONS INC	003419		01 06/30/2009	110-6047-512.50-16	KEYS	14.88	
0001066 2009/2010 2009/2010	DUPAGE SENIOR CITIZENS COUNCIL	002850 002851		01 06/30/2009 01 06/30/2009	110-0083-443.60-06 110-0083-443.60-06	HOME MAINT PROGRAM HOME DELIVERED MEALS PROG	9,000.00 23,000.00	
0000167 029274	DUPAGE TOPSOIL INC	003004		01 06/30/2009	110-6043-434.40-59	TOPSOIL	32,000.00 265.00	
0000169 8252 8252	DUPAGE WATER COMMISSION	003009 003008		01 06/18/2009 01 06/18/2009	510-6050-501.90-90 510-6051-501.30-20	MONTHLY SERVICE MONTHLY SERVICE	126472 126472	29,735.55 192,203.16
0004700 INV046203	E H WACHS	003586		01 06/30/2009	510-6052-501.40-31	KEY EXTENSION/FILTER	.00 497.02	221,938.71
0009707 0033209 0033431	E J EQUIPMENT INC	002769 003262		01 06/30/2009 01 06/30/2009	110-6047-512.50-16 110-6047-512.50-16	TRK/PARTS PM17 PM-53	497.02 21.47 156.23	
0012301 850070	E KINAST DISTRIBUTORS, INC	003491		01 06/30/2009	110-5030-421.50-01	CHAIR REPAIR	177.70 25.92	
0011574 266167507	EASTMAN KODAK CO	003735		01 06/30/2009	110-2008-413.50-22	BURSTER/IMPRINTER/MAINT	25.92 2,946.00	
0012097 15336854	EDM PUBLISHERS	002941		01 06/30/2009	110-4020-422.60-51	SUBSCRIPTION	2,946.00 98.76	
0009479 2308A 2311A 2310A 2316A	ELGIN SWEEPING SERVICES, INC	002573 002574 002575 003620		01 06/30/2009 01 06/30/2009 01 06/30/2009 01 06/30/2009	110-6041-432.30-98 110-6041-432.30-81 110-6041-432.30-81 110-6041-432.30-98	STREET SWEEPING SWEEPER DEBRIS DISPOSAL SWEEPER DEBRIS DISPOSAL STREET SWEEPING	98.76 963.00 900.00 900.00 19,944.67	
0006623	ELMHURST ART MUSEUM					VENDOR TOTAL *	22,707.67	

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VENDOR NAME	ACCOUNT NO	BANK CHECK/DUE DATE	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
FIFTH THIRD BANK - PROCUREMENT CARD	510-6052-501.50-18	01 06/24/2009	1000BULBS.COM	126506	30.02
JUNE 15, 2009 003395					
FIFTH THIRD BANK-SAFE DEPOSIT BOX	110-2008-413.30-52	01 06/30/2009	SAFE DEPOSIT BOX	275.00	2,735.10
JUNE 15, 2009 003395					
FILTER RENU OF ILLINOIS, INC	110-6047-512.50-02	01 06/30/2009	FILTERS RENEWED	104.34	
JUNE 15, 2009 003395					
FIRE SAFETY CONSULTANTS, INC	110-4020-422.30-98	01 06/30/2009	RADIO CONSULTANT	375.00	
JUNE 15, 2009 003395					
FLAGSUSA.COM	110-6043-434.40-98	01 06/30/2009	FLAG	124.00	
JUNE 15, 2009 003395					
FLEET SAFETY SUPPLY	110-5030-421.40-98	01 06/30/2009	RESTOCKING SUPPLIES	53.40	
JUNE 15, 2009 003395					
FLEET SAFETY SUPPLY	110-5030-421.80-06	01 06/30/2009	NEW SET-UP PD 4 & 19	75.29	
JUNE 15, 2009 003395					
FLEET SAFETY SUPPLY	110-6047-512.50-16	01 06/30/2009	LED HIGHLIGHTER/LENS	361.87	
JUNE 15, 2009 003395					
FMP	110-6047-512.50-16	01 06/30/2009	PD-28	490.56	
JUNE 15, 2009 003395					
FMP	110-6047-512.50-16	01 06/30/2009	PD-28	133.38	
JUNE 15, 2009 003395					
FMP	110-6047-512.50-16	01 06/30/2009	PD-28	59.14	
JUNE 15, 2009 003395					
FMP	110-6047-512.50-16	01 06/30/2009	BRAKES/STOCK	55.06	
JUNE 15, 2009 003395					
FMP	110-6047-512.50-16	01 06/30/2009	BRAKES/STOCK	55.06	
JUNE 15, 2009 003395					
FMP	110-6047-512.50-16	01 06/30/2009	TRK/PARTS F-9, F17, PD-16,	580.43	
JUNE 15, 2009 003395					
FMP	110-6047-512.50-16	01 06/30/2009	RETURNED MERCHANDISE	132.51	
JUNE 15, 2009 003395					
FONTANO'S SUBS	110-0094-454.60-11	01 06/30/2009	TOUR LUNCHEON	750.56	
JUNE 15, 2009 003395					
FOREMAN, JOSEPH D CO	510-6057-502.50-08	01 06/30/2009	CHECKVALVE REPL DIG PUMP4	128.78	
JUNE 15, 2009 003395					
FOREMAN, JOSEPH D CO	110-0086-453.30-52	01 06/30/2009	CATV PROF SVCS	128.78	
JUNE 15, 2009 003395					
FOREMAN, RICH	110-0086-453.30-52	01 06/30/2009	CATV PROF SVCS	1,425.00	
JUNE 15, 2009 003395					
FOUST CO, E L	110-6046-418.50-01	01 06/30/2009	AIR FILTERS	1,425.00	
JUNE 15, 2009 003395					
FOUST CO, E L	110-6046-418.50-01	01 06/30/2009	AIR FILTERS	390.00	
JUNE 15, 2009 003395					
FOUST CO, E L	110-6046-418.50-01	01 06/30/2009	AIR FILTERS	390.00	
JUNE 15, 2009 003395					
FOUST CO, E L	110-6046-418.50-01	01 06/30/2009	AIR FILTERS	79.27	
JUNE 15, 2009 003395					

VENDOR NAME: HARRISON, JONATHAN
 BANK: 01
 VOUCHER P.O. NO: 002970
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 110-0086-453.30-52
 ITEM DESCRIPTION: CATV PROF SVCS
 VENDOR TOTAL *

VENDOR NAME: HKB WATER METER SERVICE, INC
 VOUCHER P.O. NO: 003038
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 510-6050-501.30-26
 ITEM DESCRIPTION: BUILDING INSPECTIONS
 VENDOR TOTAL *

VENDOR NAME: HD SUPPLY WATERWORKS, LTD
 VOUCHER P.O. NO: 003496
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 510-6052-501.40-07
 ITEM DESCRIPTION: WATER SYSTEM REPAIRS
 VENDOR TOTAL *

VENDOR NAME: HEALTHCARE SERVICE CORP
 VOUCHER P.O. NO: 003351
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 110-1001-411.20-04
 ITEM DESCRIPTION: HEALTH INS
 VENDOR TOTAL *

VENDOR NAME: HERITAGE CRYSTAL CLEAN, LLC
 VOUCHER P.O. NO: 003258
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 110-6047-512.40-98
 ITEM DESCRIPTION: PARTS WASHER
 VENDOR TOTAL *

VENDOR NAME: HINSDALE NURSERIES
 VOUCHER P.O. NO: 003002
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 110-6043-434.40-39
 ITEM DESCRIPTION: TREE PLANTING
 VENDOR TOTAL *

VENDOR NAME: HOME DEPOT 1919-NORTHLAKE
 VOUCHER P.O. NO: 003043
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 382-0000-463.80-35
 ITEM DESCRIPTION: ROPE/LOCK
 VENDOR TOTAL *

VENDOR NAME: HOME DEPOT 1982-OAKBROOK TERR
 VOUCHER P.O. NO: 003149
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 110-5030-421.50-01
 ITEM DESCRIPTION: SHOOTING TARGETS
 VENDOR TOTAL *

VENDOR NAME: HOME DEPOT 1919-NORTHLAKE
 VOUCHER P.O. NO: 002584
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 110-6041-432.40-53
 ITEM DESCRIPTION: SMALL TOOLS
 VENDOR TOTAL *

VENDOR NAME: HOME DEPOT 1919-NORTHLAKE
 VOUCHER P.O. NO: 003543
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 110-6041-432.40-98
 ITEM DESCRIPTION: MAILBOX
 VENDOR TOTAL *

VENDOR NAME: HOME DEPOT 1919-NORTHLAKE
 VOUCHER P.O. NO: 003150
 BNK CHECK/DUE DATE: 01 06/30/2009
 ACCOUNT NO: 110-6046-418.50-01
 ITEM DESCRIPTION: FOUNTAIN SIGN PAINT
 VENDOR TOTAL *

INVOICE NO	VENDOR NAME	VOUCHER P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0005803	HARRISON, JONATHAN	002970	01 06/30/2009	110-0086-453.30-52	CATV PROF SVCS	379.75	
0005494	HKB WATER METER SERVICE, INC	003038	01 06/30/2009	510-6050-501.30-26	BUILDING INSPECTIONS	80.00	
09-245		003568	01 06/30/2009	510-6050-501.30-26	BUILDING INSPECTIONS	760.00	
0015904	HD SUPPLY WATERWORKS, LTD	003496	01 06/30/2009	510-6052-501.40-07	WATER SYSTEM REPAIRS	225.00	
8985432		003680	01 06/30/2009	510-6052-501.40-07	SERVICE LINES	313.50	
9013304					SERVICE LINES	147.00	
9099826					SERVICE LINES	840.00	
0011839	HEALTHCARE SERVICE CORP	003351	01 06/30/2009	110-1001-411.20-04	HEALTH INS	685.50	
014582		003352	01 06/30/2009	110-2006-413.20-04	HEALTH INS	3,250.80	
014582		003353	01 06/30/2009	110-2007-413.20-04	HEALTH INS	18,334.48	
014582		003354	01 06/30/2009	110-3015-414.20-04	HEALTH INS	3,042.74	
014582		003355	01 06/30/2009	110-4020-422.20-04	HEALTH INS	3,458.85	
014582		003356	01 06/30/2009	110-4025-424.20-04	HEALTH INS	65,327.98	
014582		003357	01 06/30/2009	110-5030-421.20-04	HEALTH INS	7,463.83	
014582		003358	01 06/30/2009	110-6040-431.20-04	HEALTH INS	98,876.18	
014582		003359	01 06/30/2009	110-7060-451.20-04	HEALTH INS	27,150.64	
014582		003360	01 06/30/2009	110-8070-452.20-04	HEALTH INS	4,603.13	
014582		003361	01 06/30/2009	510-6050-501.20-04	HEALTH INS	18,178.45	
014582		003362	01 06/30/2009	510-6055-502.20-04	HEALTH INS	5,328.81	
014582		003363	01 06/30/2009	530-0088-503.20-04	HEALTH INS	4,551.11	
0000129	HERITAGE CRYSTAL CLEAN, LLC	003258	01 06/30/2009	110-6047-512.40-98	PARTS WASHER	260,063.60	
11228263		003061	01 06/30/2009	510-6057-502.40-34	PARTS WASHER	155.15	
11228262					PARTS WASHER	169.75	
0007204	HINSDALE NURSERIES	003002	01 06/30/2009	110-6043-434.40-39	TREE PLANTING	324.90	
598991					TREE PLANTING	532.00	
0006864	HOME DEPOT 1919-NORTHLAKE	003043	01 06/30/2009	382-0000-463.80-35	ROPE/LOCK	532.00	
009429/5017905					ROPE/LOCK	116.73	
0012341	HOME DEPOT 1982-OAKBROOK TERR	003149	01 06/30/2009	110-5030-421.50-01	SHOOTING TARGETS	116.73	
01528/9010662		002584	01 06/30/2009	110-6041-432.40-53	SMALL TOOLS	16.77	
003651/1015232		003543	01 06/30/2009	110-6041-432.40-98	MAILBOX	214.97	
022285/2590936		003150	01 06/30/2009	110-6046-418.50-01	FOUNTAIN SIGN PAINT	19.97	
012071/2010471					FOUNTAIN SIGN PAINT	12.72	

INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0011740	IL CENTURY NETWORK	003731		01 06/30/2009	110-2008-413.30-52	INTERNET T1	310.00	
0033495-IN						VENDOR TOTAL *	310.00	
0001818	IL CITY/COUNTY MGMT ASSOC	003103		01 06/19/2009	110-1001-411.60-37	MEMBERSHIP RENEWAL	126498	396.75
2009-2010						VENDOR TOTAL *	-00	396.75
0013190	IL ENVIRONMENTAL PROT - SPRINGFIELD					NPDES FEE - MUNICIPAL	30,000.00	
IL0028746		002639		01 06/30/2009	510-6055-502.60-76	NPDES FEE - STORMWATER	1,000.00	
ILR400187		002640		01 06/30/2009	510-6055-502.60-76	NPDES FEE - STORMWATER	500.00	
ILR006237		002641		01 06/30/2009	510-6055-502.60-76	NPDES FEE - SLUDGE GENS	2,500.00	
IL0028746		002696		01 06/30/2009	510-6055-502.60-76	NPDES FEE - SLUDGE GENS	34,000.00	
0001005	IL SEC OF STATE - CONF SERV PROG					VENDOR TOTAL *	79.00	
PD-41		002954		01 06/30/2009	110-6047-512.60-55	PLATE RENEWAL	79.00	
0001319	IL SEC OF STATE - VEHICLE SVCS					VENDOR TOTAL *	75.00	
E-27		002795		01 06/30/2009	110-6047-512.60-55	TITLE/PLATES	75.00	
PW135T		003402		01 06/30/2009	110-6047-512.60-55	TITLE/PLATES	75.00	
PW147T		003403		01 06/30/2009	110-6047-512.60-55	TITLE/PLATES	75.00	
PW18T		003404		01 06/30/2009	110-6047-512.60-55	TITLE/PLATES	75.00	
PW158T		003405		01 06/30/2009	110-6047-512.60-55	TITLE/PLATES	75.00	
0010490	IL STATE POLICE-DIRECTOR					VENDOR TOTAL *	375.00	
09-4030		003650		01 06/25/2009	740-0000-202.20-15	FORFEITURE CASE 09-4030	126513	366.00
0013266	IL STATE TREASURER-DIV OF TRANSP					VENDOR TOTAL *	-00	
102861		003666		01 06/30/2009	310-0089-461.80-24	2007 STREETSCAPE PROJECT	27,323.46	366.00
0001684	IL TAX INCREMENT ASSOC					VENDOR TOTAL *	27,323.46	
6252		003683		01 06/30/2009	310-0089-461.30-52	2009-2010 SALES TAX TIF	250.00	
6252		003684		01 06/30/2009	320-0090-462.30-52	2009-2010 SALES TAX TIF	250.00	
6252		003685		01 06/30/2009	325-0092-465.30-52	2009-2010 SALES TAX TIF	250.00	
0004301	IL TOOL SERVICE					VENDOR TOTAL *	750.00	
47412		002775		01 06/30/2009	110-6047-512.40-53	TOOL REPAIR	41.50	
0004409	ILLINI POWER PRODUCTS					VENDOR TOTAL *	41.50	
R06913		003071		01 06/30/2009	110-6041-432.50-11	GENERATOR MAINT	200.00	
R06896		002648		01 06/30/2009	510-6052-501.50-18	SWITCH/GEN INSPECTIONS	1,157.50	
R06896		002649		01 06/30/2009	510-6056-502.50-11	SWITCH/GEN INSPECTIONS	1,157.50	

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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0000976	JIM'S TOWING								
87779	003012	01			06/30/2009	110-5030-421.60-27	TOWING SVC/CASE #09-19080	350.00	
87781	003013	01			06/30/2009	110-5030-421.60-27	TOWING SVC/CASE #09-19140	350.00	
87852	003545	01			06/30/2009	110-5030-421.60-27	TOWING SVCS/CASE#09-19871	350.00	
87841	003546	01			06/30/2009	110-5030-421.60-27	TOWING SVCS/CASE#09-22127	350.00	
87871	003547	01			06/30/2009	110-5050-421.60-27	TOWING SVCS/CASE#09-21892	350.00	
							VENDOR TOTAL *	2,100.00	
0000312	JULIE INC								
05-09-0478	002564	01			06/30/2009	110-6040-431.30-80	JULIE LOCATES	656.80	
05-09-0478	002565	01			06/30/2009	510-6050-501.30-80	JULIE LOCATES	656.80	
							VENDOR TOTAL *	1,313.60	
0005713	K & T COLORS								
07777-07779	003378	01			06/30/2009	110-7060-451.60-44	FRAMING/MATTING SVCS	1,139.00	
							VENDOR TOTAL *	1,139.00	
0013509	K A STEEL CHEMICALS INC								
0570879-IN	003059	01			06/30/2009	510-6057-502.40-10	LIQUID CHLORINE	2,924.65	
							VENDOR TOTAL *	2,924.65	
0000318	KARA CO INC								
252118	003728	01			06/30/2009	110-2008-413.40-73	PLOTTER PAPER	118.90	
							VENDOR TOTAL *	118.90	
0009819	KELVYN PRESS INC								
19748	003119	01			06/30/2009	110-0094-454.60-45	POSTCARD MAILER	2,674.00	
							VENDOR TOTAL *	2,674.00	
0017614	KIEFT BROTHERS INC - T & D								
152758	002291	01			06/18/2009	510-6056-502.40-29	SEWER REPAIRS	126213	127.30-
153061	002287	01			06/18/2009	510-6056-502.40-29	SEWER REPAIRS	126213	54.00-
153062	002288	01			06/18/2009	510-6056-502.40-29	SEWER REPAIRS	126213	102.00-
153135	002289	01			06/18/2009	510-6056-502.40-29	SEWER REPAIRS	126213	327.50-
153342	002290	01			06/18/2009	510-6056-502.40-29	SEWER REPAIRS	126213	36.00-
153337	002292	01			06/18/2009	510-6056-502.40-29	SEWER REPAIRS	126213	12.00-
							VENDOR TOTAL *	658.80-	
0000323	KIEFT BROTHERS, INC - A/P								
152609	002580	01			06/30/2009	110-6041-432.40-48	CEMENT	32.50	
153677	002636	01			06/30/2009	110-6041-432.40-08	INLET REPAIRS	577.08	
153580	002637	01			06/30/2009	110-6041-432.40-08	INLET REPAIRS	150.00	
153516	002638	01			06/30/2009	110-6041-432.40-08	INLET REPAIRS	330.00	
154043	002714	01			06/30/2009	110-6041-432.40-08	REPAIR INLET	784.50	
154256	003580	01			06/30/2009	110-6041-432.40-08	INLET REPAIR	13.50	
152758	002291	01			06/16/2009	510-6056-502.40-29	SEWER REPAIRS	126473	127.30
153061	002287	01			06/16/2009	510-6056-502.40-29	SEWER REPAIRS	126473	54.00
153062	002288	01			06/16/2009	510-6056-502.40-29	SEWER REPAIRS	126473	102.00
153135	002289	01			06/16/2009	510-6056-502.40-29	SEWER REPAIRS	126473	327.50

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VEND NO	VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	BK CHECK/DUE DATE	ACCOUNT NO	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0010524	LANDMARKS ILLINOIS	110-3015-414.60-37	MEMBERSHIP	01 06/30/2009		40.00	
0013313	LEACH ENTERPRISES, INC		VENDOR TOTAL *			40.00	
888848	002628	110-6047-512.50-16	PARTS & SUPPLIES	01 06/30/2009		10.70	
888649	002629	110-6047-512.50-16	PARTS & SUPPLIES	01 06/30/2009		12.66	
889242	003101	110-6047-512.50-16	FILTERS	01 06/30/2009		72.88	
0006622	LEN'S ACE HARDWARE		VENDOR TOTAL *			96.24	
91569/1	002734	110-6047-512.50-16	PW-158T	01 06/30/2009		11.88	
0000343	LEWIS PAPER PLACE		VENDOR TOTAL *			11.88	
726145	003627	110-4020-422.60-43	PAPER SUPPLIES	01 06/30/2009		18.10	
0007702	LHA/WORLD INC		VENDOR TOTAL *			18.10	
2105	002585	110-0094-454.60-45	EVT-LONBARDIAN AD	01 06/30/2009		300.00	
0017643	LIGHT BULB DEPOT 28 LLC		VENDOR TOTAL *			300.00	
91274859	002624	110-6044-435.40-26	LAMPS	01 06/30/2009		193.56	
0000509	LILJEBERG, GLEN R.		VENDOR TOTAL *			193.56	
06/01-06/14/09	002968	110-0086-453.30-52	CATV PROF SVCS	01 06/30/2009		775.75	
0012509	LIZZADRO MUSEUM OF LAPIDARY ART		VENDOR TOTAL *			775.75	
2009/2010	002852	110-0094-454.60-32	COMMUNITY GRANT	01 06/30/2009		10,300.00	
0018001	LOOKOUT PORTABLE SECURITY		VENDOR TOTAL *			10,300.00	
41546	003726	110-2008-413.40-31	TILT SENSOR	01 06/30/2009		115.00	
0007419	LORUSSO, PATTY		VENDOR TOTAL *			115.00	
5/8-6/17/09	003107	110-0094-454.30-98	FEE REIMBURSEMENT	01 06/19/2009		126501	25.00
5/8-6/17/09	003108	110-1001-411.60-11	REGISTRATION REIMBURSEMNT	01 06/19/2009		126501	50.00
5/8-6/17/09	003109	110-2006-413.40-33	SUPPLIES REIMBURSEMNT	01 06/19/2009		126501	4.20
5/8-6/17/09	003110	110-2007-413.60-23	EXPENSE REIMBURSEMNT	01 06/19/2009		126501	19.67
5/8-6/17/09	003111	110-3015-414.40-98	TRAVEL REIMBURSEMNT	01 06/19/2009		126501	6.15
5/8-6/17/09	003112	110-3015-414.60-45	EXPENSE REIMBURSEMNT	01 06/19/2009		126501	43.16
5/8-6/17/09	003113	110-3015-414.60-51	SUBSCRIPTION REIMB	01 06/19/2009		126501	29.95
5/8-6/17/09	003114	110-3015-414.60-98	EXPENSE REIMBURSEMNT	01 06/19/2009		126501	50.80
5/8-6/17/09	003115	110-4020-422.60-11	EXPENSE REIMBURSEMNT	01 06/19/2009		126501	75.00
5/8-6/17/09	003116	110-4022-423.60-11	EXPENSE REIMBURSEMNT	01 06/19/2009		126501	10.00

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0001049	MCI								
08611797999		002994		01	06/30/2009	110-0094-454-30-75	MONTHLY PHONE	26	
08611797999		002983		01	06/30/2009	110-1001-411-30-75	MONTHLY PHONE	35.02	
08611797999		002984		01	06/30/2009	110-2006-413-30-75	MONTHLY PHONE	17.43	
08611797999		002992		01	06/30/2009	110-2007-413-30-75	MONTHLY PHONE	3.68	
08611797999		002993		01	06/30/2009	110-2008-413-30-75	MONTHLY PHONE	43.71	
08611797999		002985		01	06/30/2009	110-3015-414-30-75	MONTHLY PHONE	11.28	
08611797999		002986		01	06/30/2009	110-4020-422-30-75	MONTHLY PHONE	10.19	
08611797999		002987		01	06/30/2009	110-4022-423-30-75	MONTHLY PHONE	1.33	
08611797999		002988		01	06/30/2009	110-5030-421-30-75	MONTHLY PHONE	62.63	
08611797999		002989		01	06/30/2009	110-6040-431-30-75	MONTHLY PHONE	39.47	
08611797999		002990		01	06/30/2009	110-7060-451-30-75	MONTHLY PHONE	26.86	
08611797999		002991		01	06/30/2009	510-6055-502-30-75	MONTHLY PHONE	6.36	
								258.22	
0002941	MCMASTER-CARR SUPPLY CO								
28641966		002011		01	06/18/2009	110-6046-418-50-01	PIPE TEST PLUG	126236	27.40-
28641966		002011		01	06/18/2009	110-6046-418-50-01	PIPE TEST PLUG	126475	27.40
28654307		002012		01	06/18/2009	110-6046-418-50-01	PIPE TEST PLUG	126236	86.50-
28654307		002012		01	06/18/2009	110-6046-418-50-01	PIPE TEST PLUG	126475	86.50-
28659991		002013		01	06/18/2009	110-6046-418-50-01	RETURNED MERCHANDISE	126236	30.05-
28659991		002013		01	06/18/2009	110-6046-418-50-01	RETURNED MERCHANDISE	126475	30.05-
28741844		002010		01	06/18/2009	110-6046-418-40-98	HOSE COUPLING	126236	20.82-
28741844		002010		01	06/18/2009	110-6046-418-40-98	HOSE COUPLING	126475	20.82-
28741850		002009		01	06/18/2009	110-6046-418-50-01	FOUNTAIN/LIGHT REPAIR	126236	32.20-
28741850		002009		01	06/18/2009	110-6046-418-50-01	FOUNTAIN/LIGHT REPAIR	126475	32.20-
30998457		003468		01	06/30/2009	110-6046-418-50-01	VINYL EDGE TRIM	24.01	
29778728		003469		01	06/30/2009	110-6046-418-50-01	DOOR REPAIR	13.77	
30215182		003471		01	06/30/2009	110-6046-418-50-01	DOOR REPAIR	8.05	
30643327		003474		01	06/30/2009	110-6046-418-50-01	DOOR HOLDER	12.02	
29772599		002779		01	06/30/2009	110-6047-512-50-16	FIRST AID SUPPLIES	18.39	
30097470		002780		01	06/30/2009	110-6047-512-50-16	CLEANSING PADS	14.28	
30755695		003246		01	06/30/2009	110-6047-512-50-16	STOCK	27.15	
31240159		003248		01	06/30/2009	110-6047-512-50-16	PW-50 & STOCK	174.77	
31074251		003248		01	06/30/2009	110-6047-512-50-16	PW-50	3.59-	
31088047		003478		01	06/25/2009	110-6047-512-50-16	RETURNED MERCHANDISE	437.14	
30439035		002924		01	06/30/2009	110-7060-451-60-44	EXHIBIT SUPPLIES	53.23	
31242008		003659		01	06/30/2009	110-7060-451-60-44	EXHIBIT SUPPLIES	84.29	
29855351		002659		01	06/30/2009	510-6051-501-50-04	KEEBLER RADIO/ANT INSTALL	164.05	
29855352		002660		01	06/30/2009	510-6051-501-50-04	KEEBLER RADIO/ANT INSTALL	164.05	
30207266		003549		01	06/30/2009	510-6052-501-40-98	HOSE ADAPTERS	630.29	
29250708		002250		01	06/18/2009	510-6056-502-40-98	MANHOLE GUARD	126236	184.58-
29250708		002250		01	06/18/2009	510-6056-502-40-98	MANHOLE GUARD	126475	184.58-
30104874		002654		01	06/30/2009	510-6057-502-50-08	SEC #6 NEW DRIVE UNIT	160.97	
29251311		002655		01	06/30/2009	510-6057-502-50-08	BLDG 2 ROOF DRAINS	59.13	
30207891		002657		01	06/30/2009	510-6057-502-50-08	DIG CIRC PUMP 1 CHK VALVE	66.02	
29976208		002658		01	06/30/2009	510-6057-502-50-08	SEC 6 DRIVE UNIT FITTINGS	37.09	
30208525		002659		01	06/30/2009	510-6057-502-50-08	SEC 6 REPAIR	126236	160.97
29697426		002251		01	06/18/2009	510-6057-502-50-01	RETURNED MERCHANDISE		

VENDOR NAME	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
METROPOLITAN LIFE INSURANCE CO	110-5030-421.20-05	DENTAL INS	6,160.40	
0007364 003370		DENTAL INS	1,847.64	
00102 003371	110-6040-431.20-05	DENTAL INS	327.09	
00102 003372	110-7060-451.20-05	DENTAL INS	927.01	
00102 003373	210-8070-452.20-05	DENTAL INS	296.77	
00102 003374	510-6050-501.20-05	DENTAL INS	207.42	
00102 003375	510-6055-502.20-05	DENTAL INS	151.58	
00102 003376	530-0088-503.20-05	DENTAL INS	151.58	
		VENDOR TOTAL *	15,955.45	
MICRO CENTER A/R	110-2008-413.40-72	500 GB DRIVE	89.99	
0009371 002682		WIRELESS ROUTER	39.99	
1996013 002690	110-2008-413.40-72	KUM SWITCH	69.99	
2017209 003717	110-2008-413.40-72	CAMERA/MOUSE/MAT	336.78	
2017899 003718	110-2008-413.40-73	DVD DISCS/CABLE	53.95	
2014121 003720	110-2008-413.40-73	DVD DISCS/CABLE	53.95	
		VENDOR TOTAL *	590.70	
MID AMER WATER	510-6052-501.40-07	WATER SYSTEM REPAIRS	994.00	
0001729 003566			994.00	
54974A			994.00	
		VENDOR TOTAL *	994.00	
MID-AMERICA ARTS ALLIANCE	110-7060-451.60-44	SHIPPING CHARGES	1,000.00	
0017021 003350			1,000.00	
42829 S			1,000.00	
		VENDOR TOTAL *	1,000.00	
MIDAMERICAN ENERGY CO	110-6041-432.30-24	MONTHLY ELECTRIC	2,674.19	
0017275 003426		MONTHLY ELECTRIC	4,256.91	
122166 003428	110-6044-435.30-24	MONTHLY ELECTRIC	6,704.47	
122166 003424	510-6051-501.30-24	MONTHLY ELECTRIC	48,476.60	
122166 003425	510-6052-501.30-24	MONTHLY ELECTRIC	3,733.83	
122166 003423	510-6057-502.30-24	MONTHLY ELECTRIC	3,733.83	
122166 003427	530-0088-503.30-24	MONTHLY ELECTRIC	3,733.83	
		VENDOR TOTAL *	66,320.37	
MIDWAY TRUCK PARTS	110-6047-512.50-16	STOCK	58.95	
0008503 003245			58.95	
699245			58.95	
		VENDOR TOTAL *	58.95	
MIDWEST GROUNDCOVERS	110-6043-434.40-39	PLANT REPLACEMENT	28.12	
0006656 003614			28.12	
1305720			28.12	
		VENDOR TOTAL *	28.12	
MIDWEST OPERATING ENGRS H & W	110-6040-431.20-04	HEALTH INS	41,134.50	
0017125 003480		HEALTH INS	21,136.50	
AUG 2009 003482	510-6050-501.20-04	HEALTH INS	13,761.00	
AUG 2009 003481	510-6055-502.20-04	HEALTH INS	13,761.00	
		VENDOR TOTAL *	76,032.00	
MILLER PARTNERS DESIGN				
0011851				

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0000392	NCL EQPT SPECIALTIES INC	003097		01	06/30/2009	110-6041-432.40-52	PAINT	329.40	
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0011644	NEPTUNE TECHNOLOGY GROUP INC	002592		01	06/30/2009	510-6052-501.40-68	R900 RADIO READ DEVICES	19,680.00	
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0017958	NEW CENTURY DIRECT	002925		01	06/30/2009	110-7060-451.60-64	ARCHIVE SUPPLIES	19,680.00	
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0009496	NEXTEL COMMUNICATIONS						VENDOR TOTAL *	37.85	
162511511-088	003326			01	06/30/2009	110-2007-413.30-75	MONTHLY MOBILE BILL	186.20	
162511511-088	003327			01	06/30/2009	110-2008-413.30-75	MONTHLY MOBILE BILL	378.03	
162511511-088	003329			01	06/30/2009	110-3015-414.30-75	MONTHLY MOBILE BILL	271.33	
162511511-088	003324			01	06/30/2009	110-4020-422.30-75	MONTHLY MOBILE BILL	343.48	
162511511-088	003325			01	06/30/2009	110-4022-423.30-75	MONTHLY MOBILE BILL	49.07	
162511511-088	003328			01	06/30/2009	110-5030-421.30-75	MONTHLY MOBILE BILL	1,355.57	
162511511-088	003321			01	06/30/2009	110-6040-431.30-75	MONTHLY MOBILE BILL	1,279.42	
162511511-088	003322			01	06/30/2009	510-6050-501.30-75	MONTHLY MOBILE BILL	409.41	
162511511-088	003323			01	06/30/2009	510-6055-502.30-75	MONTHLY MOBILE BILL	870.00	

0005845	NICOR GAS						VENDOR TOTAL *	5,142.51	
54-23-78-0000	5002979			01	06/30/2009	110-4020-422.30-29	MONTHLY GAS	469.00	
26-13-75-0650	2002980			01	06/30/2009	110-4020-422.30-29	MONTHLY GAS	99.02	
02-25-68-0000	0002978			01	06/30/2009	110-6046-418.30-29	MONTHLY GAS	153.72	
39-23-24-0000	0003075			01	06/30/2009	110-7060-431.30-29	MONTHLY GAS	25.09	
7763000144	2	002982		01	06/30/2009	210-8070-452.30-29	MONTHLY GAS	1,478.13	
52-71-78-0000	8002976			01	06/30/2009	510-6056-502.30-29	MONTHLY GAS	118.40	
43-64-24-0000	6002977			01	06/30/2009	510-6056-502.30-29	MONTHLY GAS	82.17	
75-23-24-0000	4002981			01	06/30/2009	510-6056-502.30-29	MONTHLY GAS	266.01	
2403240000	4	003076		01	06/30/2009	510-6056-502.30-29	MONTHLY GAS	148.30	

0000401	NORTH EAST MULTI-REGIONAL TRAINING						VENDOR TOTAL *	2,839.84	
120952	002943			01	06/30/2009	110-5030-421.60-11	TRAINING CLASS	350.00	

0014247	NORTHERN IL REAL ESTATE MAGAZINE						VENDOR TOTAL *	350.00	
906216/911202	003708			01	06/30/2009	110-3015-414.60-51	ECONOMIC DEVEL DIRECTORY	150.00	

0004552	NOVELL INC						VENDOR TOTAL *	150.00	
220102304	003737			01	06/30/2009	110-2008-413.50-23	NOVELL SOFTWARE MAINT	18,515.34	

0017990	NOZZTEQ						VENDOR TOTAL *	18,515.34	
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INVOICE NO	VENDOR NAME	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0014702	PARTS TOWN, LLC	003451		01	06/30/2009	110-6046-418.50-01	ICE MACHINE REPAIR	72.22	
449502							VENDOR TOTAL *	72.22	
0008717	PAT KEAN'S FRIENDLY FORD	002771		01	06/30/2009	110-6047-512.50-16	TRK/PARTS PD-7	25.50	
154058		002772		01	06/30/2009	110-6047-512.50-16	TRK/PARTS PD-7	67.50	
154040		002773		01	06/30/2009	110-6047-512.50-16	TRK/PARTS PD-19	45.47	
153941							VENDOR TOTAL *	138.47	
0007611	PATRICIA M SMITH			01	06/30/2009	110-0000-115.07-01	60113487	25.00	
MR Refund							VENDOR TOTAL *	25.00	
0017970	PERRY ELECTRONICS LAB LLC	003022		01	06/30/2009	110-6040-431.40-98	LOCATING EQUIP REPAIRS	46.00	
22115		003678		01	06/30/2009	110-6040-431.40-33	RADIO DETECTION REPAIR	92.00	
22115		003021		01	06/30/2009	510-6050-501.40-98	LOCATING EQUIP REPAIRS	46.00	
							VENDOR TOTAL *	184.00	
0006912	PETRICIG, PHILIP J			01	06/30/2009	110-0086-453.30-52	CATV PROF SVCS	108.00	
06/01-06/14/09 0025975							VENDOR TOTAL *	108.00	
0010665	PIONEER PRESS - GLENVIEW	002590		01	06/30/2009	110-2006-413.60-51	1 YR ELMHURST DOINGS	32.00	
399045		002591		01	06/30/2009	110-2006-413.60-51	1 YR ELMHURST DOINGS	32.00	
402013							VENDOR TOTAL *	64.00	
0017900	PIPE-VIEW LLC	003040		01	06/30/2009	110-6041-432.30-84	SEWER CLEANING/TELEVISIONING	1,879.70	
552		003039		01	06/30/2009	510-6056-502.30-39	SEWER CLEANING/TELEVISIONING	29,152.60	
548		003041		01	06/30/2009	510-6056-502.30-39	SEWER CLEANING/TELEVISIONING	6,599.70	
553							VENDOR TOTAL *	37,632.00	
0016699	PLASTIC CARD SOLUTIONS, INC	002681		01	06/30/2009	110-2008-413.40-73	ID CARDS	141.60	
16031							VENDOR TOTAL *	141.60	
0000437	PORTER PIPE & SUPPLY CO	003492		01	06/30/2009	110-6046-418.50-01	VAV BOX REPAIR	22.82	
10368651-00		003493		01	06/30/2009	510-6056-502.40-29	SEWER REPAIRS	356.82	
10368692-00							VENDOR TOTAL *	379.64	
0013302	PRECISION CONTROL SYSTEMS OF	003452		01	06/30/2009	110-5030-421.30-98	MONTHLY MAINT FEE	251.00	
12846							VENDOR TOTAL *	251.00	
0014926	PRECISION LUBRICANTS						VENDOR TOTAL *	251.00	

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0004780	SPECIAL T UNLIMITED	003083		01	06/30/2009	110-6040-431.40-33	SHIRTS	146.90	
0008573	SPRING ROAD BUSINESS ASSN	002853		01	06/30/2009	110-0094-454.60-32	COMMUNITY GRANT	2,000.00	
0000760	STANDARD EQPT CO							2,000.00	
C47587		003238		01	06/30/2009	110-6047-512.50-16	PW-91	74.40	
C47588		003239		01	06/30/2009	110-6047-512.50-16	PW-91	1,080.67	
C47529		003240		01	06/30/2009	110-6047-512.50-16	PW-91	599.00	
0014635	STANLEY SECURITY SOLUTIONS, INC							1,754.07	
CH-509372		003483		01	06/30/2009	110-6046-418.50-01	DOOR REPAIR	104.20	
0014481	STAPLES CREDIT PLAN							104.20	
002964		002688		01	06/30/2009	110-2008-413.50-25	TRACPHONE	39.98	
0017962	STERCHELE, LINDA MARIE							39.98	
174		002942		01	06/30/2009	530-0000-341.50-00	PARKING PERMIT REFUND	14.30	
0006770	STI-CO INDUSTRIES INC							14.30	
0000102021		002785		01	06/30/2009	110-5030-421.40-98	RESTOCKING SUPPLIES	18.59	
0000102021		002786		01	06/30/2009	110-5030-421.80-06	SET UP NEW VEHICLE/PD-16	59.37	
0017966	STORINO, RAMELLO & DURKIN							77.96	
47552		002955		01	06/30/2009	110-0081-415.30-36	PROFESSIONAL SVCS	10,045.20	
47553		002956		01	06/30/2009	310-0089-461.30-52	PROFESSIONAL SVCS	3,983.90	
47554		002957		01	06/30/2009	310-0089-461.30-52	PROFESSIONAL SVCS	1,321.25	
0008228	SUBURBAN LABORATORIES INC							15,350.35	
95823		003069		01	06/30/2009	510-6057-502.30-33	LAB TESTING	450.00	
95873		003070		01	06/30/2009	510-6057-502.30-33	LAB TESTING	738.00	
95977		003507		01	06/30/2009	510-6057-502.30-33	LAB TESTING	468.00	
0007885	SUBURBAN LIFE PUBLICATIONS							1,656.00	
5885		002673		01	06/30/2009	110-6040-431.30-54	LEGAL NOTICE	99.76	
5885		002674		01	06/30/2009	510-6050-501.30-54	LEGAL NOTICE	99.76	
0002854	SUNRISE COMMUNICATIONS, INC							199.52	

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TILDEN ROOFING	110-7060-451.50-01	ROOF REPAIR	200.00	
003430			250.00	
003431		ROOF REPAIR		
VENDOR TOTAL *			450.00	
TODD, MICHAEL & CO, INC	110-6041-432.40-52	PVMT STRIPING PAINT	2,892.00	
002568				
VENDOR TOTAL *			2,892.00	
TRAFFIC CONTROL & PROTECTION	110-6041-432.40-52	SIGNS/POSTS/PAINT	2,117.50	
002703				
VENDOR TOTAL *			2,117.50	
TRAFFIC CONTROL CORP	110-6044-435.40-60	BUTTON REPLACEMENT	160.00	
002808			238.00	
002809		BUTTON REPLACEMENT/STOCK		
VENDOR TOTAL *			398.00	
TRANSYSTEMS CORP	110-6041-432.80-15	ENGRG SPRING/VALLETTE	7,985.66	
002587			5,130.10	
002589		ENGRG ST CHARLES	3,348.71	
002588		ENGRG FIRST METRA PARKG		
VENDOR TOTAL *			16,464.47	
TRAVIS C CALVERT	110-0000-115.07-01	60211289	25.00	
MR Refund				
VENDOR TOTAL *			25.00	
TREE TOWNS REPROGRAPHICS, INC	110-6040-431.40-33	COPIES	117.00	
002675			48.00	
002676		COPIES	117.00	
003342		BOARD PRINT	43.20	
002862		EXHIBIT PANELS	259.60	
002863		EXHIBIT PANELS	173.40	
003337		EXHIBIT PANELS	291.20	
003338		EXHIBIT PANELS	1,785.40	
003339		EXHIBIT PANELS	1,810.20	
003340		EXHIBIT PANELS	130.00	
003341		EXHIBIT PANELS		
003660		EXHIBIT PANELS		
VENDOR TOTAL *			5,034.60	
UNIFORMITY INC	110-4020-422.40-62	UNIFORM SUPPLIES	35.00	
002963				
VENDOR TOTAL *			35.00	
UNIQUE PRODUCTS & SERV CORP	110-6046-418.40-24	SUPPLIES	379.50	
003090				
VENDOR TOTAL *			379.50	
UNITED RENTALS NORTHWEST				
VENDOR TOTAL *			379.50	

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0000560	VILLA PARK ELECTRICAL SUPPLY								
01720765	003456	01	06/30/2009		110-6046-418.50-01	LIGHT BULBS	61.00		
01720436	002937	01	06/30/2009		110-7060-451.50-01	TRANSFORMER/SWITCH	38.59		
01720386	002938	01	06/30/2009		110-7060-451.50-01	RELAY	50.40		
01720063	002939	01	06/30/2009		110-7060-451.50-01	LIGHT REPAIR	14.48		
01720933	003587	01	06/30/2009		510-6056-502.40-29	SEWER REPAIR	13.92		
01720916	003457	01	06/30/2009		530-0088-503.50-14	LIGHT BULBS	124.67		
						VENDOR TOTAL *	451.09		
0006095	VITAL SIGNS USA INC								
VS-76507	002923	01	06/30/2009		110-0094-454.60-32	MEMORIAL DAY SIGNAGE	89.26		
						VENDOR TOTAL *	89.26		
0016436	VOVICI CORP								
SF565540	002685	01	06/30/2009		110-2008-413.50-23	SURVEY SOFTWARE MAINT	2,799.00		
						VENDOR TOTAL *	2,799.00		
0013353	VHR INTL INC								
38567892	003498	01	06/30/2009		510-6057-502.40-25	LAB SUPPLIES	542.16		
						VENDOR TOTAL *	542.16		
0017953	WALSH, DONALD								
115/271	002670	01	06/30/2009		530-0000-341.50-00	PARKING PASS REFUNDS	29.16		
						VENDOR TOTAL *	29.16		
0017787	WANGLER, DAN								
521 PARKVIEW	002671	01	06/30/2009		510-6056-502.30-89	OVERHEAD SEWER REIMB	5,000.00		
						VENDOR TOTAL *	5,000.00		
0017971	WARRIOR SCIENCE GRP, INC								
40718	003017	01	06/30/2009		110-5030-421.60-11	TRAINING CLASS	295.00		
						VENDOR TOTAL *	295.00		
0001317	WEF MEMBERSHIP								
1465106	003052	01	06/30/2009		510-6050-501.60-37	MEMBERSHIP	105.00		
1756706	003053	01	06/30/2009		510-6050-501.60-37	MEMBERSHIP	105.00		
						VENDOR TOTAL *	210.00		
0015717	WENTWORTH TIRE-BENSENVILLE								
477590	002736	01	06/30/2009		110-6047-512.50-20	STOCK TIRES	93.15		
477591	002737	01	06/30/2009		110-6047-512.50-20	TIRE DISPOSALS	19.25		
477329	002738	01	06/30/2009		110-6047-512.50-20	TIRE DISPOSALS	24.50		
477197	002739	01	06/30/2009		110-6047-512.50-20	PW-58 TIRES	557.00		
477908	003276	01	06/30/2009		110-6047-512.50-20	TIRE DISPOSALS	42.00		
477693	003277	01	06/30/2009		110-6047-512.50-20	PD-2	71.28		
477692	003278	01	06/30/2009		110-6047-512.50-20	E-30	294.28		
477966	003279	01	06/30/2009		110-6047-512.50-20	PW-14	350.15		
477967	003280	01	06/30/2009		110-6047-512.50-20	PW-87	350.15		
						VENDOR TOTAL *	1,801.76		
0002494	WEST & SONS TOWING INC								

EXPENDITURE APPROVAL LIST
 AS OF: 07/01/2009 CHECK DATE: 07/09/2009

PREPARED 06/29/2009, 14:41:51
 PROGRAM: GM339L
 CITY OF ELMHURST, ILLINOIS
 CITY

BANK: 01

INVOICE NO	VENDOR NAME	VOUCHER P.O. NO	BK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0002838	WHOLESALE DIRECT						
000171206	03087		01 06/30/2009	110-6046-418.40-98	SUPPLIES	62.78	
000171187	002789		01 06/30/2009	110-6047-512.50-16	BULBS	44.07	
000171206	003088		01 06/30/2009	110-6047-512.40-98	SUPPLIES	62.78	
000171206	003089		01 06/30/2009	510-6052-501.40-98	SUPPLIES	62.78	
					VENDOR TOTAL *	420.73	
0016356	WILLIAMS ARCHITECTS						
0013358	003379		01 06/30/2009	110-7060-451.80-23	PROFESSIONAL SVCS	3,424.53	
					VENDOR TOTAL *	3,424.53	
0005674	WINKLER'S TREE SERVICE INC						
38097	003591		01 06/30/2009	110-6043-434.30-88	DED TREE REMOVAL	16,303.06	
38261	003594		01 06/30/2009	110-6043-434.30-88	DED TREE REMOVAL	1,955.06	
					VENDOR TOTAL *	18,258.12	
0010931	WORLD FUEL SERVICES						
239578-3	002578		01 06/30/2009	110-6047-512.40-19	PRICING REFUND	629.02	
239602-2	002579		01 06/30/2009	110-6047-512.40-18	PRICING REFUND	1,031.68	
243795-1	003619		01 06/30/2009	110-6047-512.40-19	GASOLINE	15,232.31	
					VENDOR TOTAL *	13,571.61	
0017959	WYZGALA, CARLA						
05/27/2009	002928		01 06/30/2009	110-7060-451.30-52	PROFESSIONAL SVCS	250.00	
					VENDOR TOTAL *	250.00	
0000582	ZENGERS INC						
1209361-1	002790		01 06/30/2009	110-6047-512.40-53	GRINDER	88.25	
1209838-1	003236		01 06/30/2009	110-6047-512.50-16	REPLACEMENT DRILL BITS	20.75	
					VENDOR TOTAL *	109.00	
0017989	ZOPP, JERRY						
2005	003598		01 06/30/2009	110-6043-434.40-39	TREE PLANTING REIMBURSE	200.00	
					VENDOR TOTAL *	200.00	
0006753	3M						
TP61879	003532		01 06/30/2009	110-6041-432.40-52	STREET SIGNS	1,920.00	
					VENDOR TOTAL *	1,920.00	
					HAND ISSUED TOTAL ***		269,615.97
					TOTAL EXPENDITURES ****	2,621,087.74	269,615.97
					GRAND TOTAL *****		2,890,703.71



CITY OF ELMHURST

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

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

June 16, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **Bids, Prospect Avenue Public Utility Improvement**

In response to an invitation to bid for the Prospect Avenue Public Utility Improvement advertised in the Elmhurst Press on Friday, May 29, 2009, bids were received from fifteen (15) area contractors.

Bids were opened at 10:00 a.m. on Tuesday, June 16, 2009, and following is a summary of the bids received:

<u>Contractor</u>	<u>Total Cost</u>
Neri Brothers Construction, Inc. (Roselle, IL)	\$297,096.70
Archon Construction Company, Inc. (Addison, IL)	\$299,450.00
Kings Point General Cement, Inc. (Bensenville, IL)	\$304,134.00
John Neri Construction Company (Addison, IL)	\$311,800.40
Trine Construction Corporation (West Chicago, IL)	\$319,370.75
Vian Construction Company, Inc. (Elk Grove Village, IL)	\$321,686.95
J. Congdon Sewer Services, Inc. (Carol Stream, IL)	\$333,765.00



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VOW
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MAYOR
PATY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 29, 2009

To: Mayor Marcucci and Members of the City Council

Re: Citywide Evangelical Worship Service – Request to Use City Property

It is respectfully requested that the attached request from the evangelical Elmhurst church community to conduct a community worship and call to service event in the Elmhurst City Centre on Sunday, September 13, 2009 following the last scheduled City Centre concert series Saturday night program September 12, 2009, be referred to the Public Affairs and Safety Committee for their review, evaluation and subsequent recommendation for the City Council's consideration.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/pd
Attachment

Copies To All
Elected Officials

7-02-09



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THOMAS P. BORCHERT
CITY MANAGER

June 29, 2009

To: Mayor Marcucci and Members of the City Council

Re: District 205 Foundation Request for Temporary Use and Event Permit and Use of City Property

It is respectfully requested that the attached request from Elmhurst District 205 to use the City municipal parking lot on the west side of Addison between First and Second Streets for a fund raising event be referred to the Public Affairs and Safety Committee for their review, evaluation and subsequent recommendation for City Council action.

Respectfully submitted,

Thomas P. Borchert
City Manager

TPB/pd
Attachment

Copies To All
Elected Officials

7-02-09



**ELMHURST
DISTRICT 205 FOUNDATION**
COMMUNITY SUPPORT FOR EDUCATION

162 South York Road
Elmhurst, Illinois 60126

630.617.2328
FAX 630.993-6694

Board of Directors

Toni Countryman, Chair
Don Williams, Vice Chair
Mike Ducey, Treasurer
Kim Sebesta, Secretary
George Bode
Roy Cook
Jennifer Deboschere
Sarah Diamond
Stephanie Fowler
Shari Haug
Terry Hom
Kathy James
Lynn Krizic
Marisa Mancini
Laura Maniola
Chris Miller
Sue Montgomery
Cindy Peterson
Erin Radcliff
Jill Riecker
Shirley Swanson
Fritz Tellefsen
Connie Zillig
Dan Zurlo

Honorary Members

Florence Johnson, Honorary
Joe Newton, Honorary
John Tinnon, Honorary

Executive Director

Lisa Fanelli

Mission Statement

"The District 205 Foundation is a not-for-profit corporation established to enrich the educational experience of the students in Community Unit School District 205. In pursuing this mission, the Foundation: advocates partnership between the public and private sectors and solicits, receives and allocates gifts, grants, services, and bequests of money and property benefiting District 205."

June 22, 2009

Mr. Tom Borchert
City Manager
City of Elmhurst
209 N. York Rd.
Elmhurst, IL 60126

Dear Mr. Borchert,

The District 205 Foundation is requesting a Temporary Use and Event Permit and an Application to Conduct Charitable Games for our Summer Rocks fundraiser, which is to be held on August 9, 2009. For the past three years, this event was held in conjunction with the Elmhurst Chamber and the Thursday evening Jaycees carnival on the eve of the beginning of Elmfest. This year, we are again partnering with the Elmhurst Chamber and would like to hold this event on the Sunday after their August 8th summer concert, taking advantage of the logistical opportunities that exist. It is my understanding that this process is similar to the Park District's "Battle of the Bands" event that has recently received your approval.

The event would be located in the municipal parking lot on the west side of Addison Avenue between First and Second streets. It would run from 3:30 p.m. to 8:00 p.m. Food and beverages will be available for purchase as well as live music performed on the stage that would remain assembled from the previous night. We are planning on having family entertainment options in the form of a dunk tank, baggo tournament, and raffle. Mr. Quigley has informed us that he has obtained the required state and municipal liquor permits and insurance necessary for the event.

All proceeds from this event benefit the District 205 Foundation which funds programs that provide Elmhurst students with additional academic assistance as well as grants that enrich the educational experience of children in the Public Schools. We are anxious to begin our marketing and time is of the essence. Therefore, your immediate attention to this matter is greatly appreciated. If you have any questions, please call me at 617-2328.

Sincerely,

Lisa Fanelli
Executive Director



CITY OF ELMHURST

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ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

VOW
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MAYOR
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CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 22, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **Prospect Avenue Public Utility Improvement**

The Public Works and Buildings Committee met on Monday, June 22, 2009 to review bids received for the installation of sanitary sewer and watermain on Prospect Avenue from Brush Hill Road to Arbor Drive. The fifteen (15) bids received from area contractors are summarized on Attachment "A".

The bids received will provide for the installation of 1,050 lineal feet of eight-inch sanitary sewer pipe, 980 lineal feet of eight-inch ductile iron watermain and the installation of eighteen (18) water and sanitary sewer services from the main to the right of way limit. Other work will include pavement removal, 300 tons each of bituminous asphalt surface and binder course to reconstruct the road as it currently exists, parkway restoration, traffic control and all other related work necessary to complete the project.

Neri Brothers Construction, Inc., of Roselle, IL, submitted the lowest responsible bid meeting all of the bidding requirements. Neri Brother's bid was \$297,096.70. Neri Brothers Construction has completed work for The Village of Lombard, Village of Orland Park and Addison High School District 88 in a satisfactory manner.

Monies for this work have been provided in the FY 2009/2010 Budget, in account numbers 510-6052-501-80-12 and 510-6056-502-80-13 each in the amount of \$275,000.00. Financing for this project is being provided through a Special Service Area (SSA). The City will be reimbursed 100 percent of its' costs over the next 10 years.

cc: P.W. and
Bldg. Comm.

Copies To All
Elected Officials

7-02-09

Mayor JPB
Hughes Streets
6-18-09

ATTACHMENT "A"

<u>Contractor</u>	<u>Total Price</u>
Neri Brothers Construction, Inc., Roselle, IL	\$297,096.70
Archon Construction Co., Inc., Addison, IL	\$304,450.00
Kings Point General Cement, Inc., Bensenville, IL	\$304,134.00
John Neri Construction Co., Inc., Addison, IL	\$311,800.40
Trine Construction Corp., West Chicago, IL	\$319,370.75
Vian Construction Company, Inc., Elk Grove Village, IL	\$321,686.95
J. Congdon Sewer Service, Inc., Carol Stream, IL	\$333,765.00
Swallow Construction Corp., Downers Grove, IL	\$338,000.00
Patnick Construction, Inc., Bensenville, IL	\$333,129.00
Cabo Construction Corp., Chicago, IL	\$345,149.00
Cerniglia Co., Melrose Park, IL	\$360,411.40
Brothers Asphalt Paving, Inc., Addison, IL	\$377,910.00
Riccio Construction Corp., Palos Park, IL	\$382,983.00
Apollo Trenchless, Inc., Lombard, IL	\$394,594.20
Gerardi Sewer and Water, Co., Norridge, IL	\$575,937.25



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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 22, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **St. Charles Road Intergovernmental Agreement with Villa Park**

The Public Works and Buildings Committee met on Monday, June 22, 2009 to discuss an intergovernmental agreement with Villa Park for the St. Charles Road Resurfacing Project.

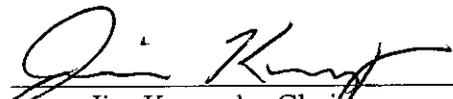
The entire project consists of the resurfacing St. Charles Road from Westmore Avenue to Illinois Route 83, and is being completed by the Village of Villa Park as part of the Federal Surface Transportation Program (STP) with a 70% Federal/ 30% Local Agency cost share. The City of Elmhurst is responsible for the north half of the St. Charles Road pavement from Illinois Route 83 to Villa Avenue.

Elmhurst will reimburse Villa Park for its proportionate share of the construction costs, an estimated amount of \$60,800. Actual costs will be based on contract unit prices and actual quantities. \$75,000 is budgeted in account 110-6041-432-80-15 for this project.

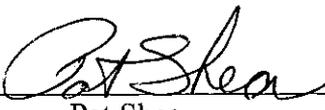
It is the recommendation of the Public Works and Buildings Committee that the intergovernmental agreement for the St. Charles Road Resurfacing Project be approved.

Respectfully Submitted,

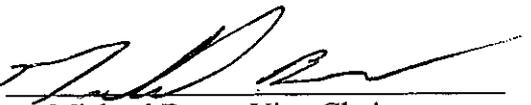
PUBLIC WORKS AND BUILDINGS COMMITTEE



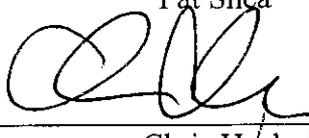
Jim Kennedy, Chairman



Pat Shea



Michael Bram, Vice Chairman



Chris Healy

Copies To All
Elected Officials
7-22-09

cc: P.W. and
Bldg. Comm.
Mayors TPB
Hughes Strickpe
6-18-09

INTERGOVERNMENTAL AGREEMENT
("ST. CHARLES ROAD RESURFACING PROJECT")
(Westmore Avenue to Illinois State Route 83 with omissions)

THIS AGREEMENT made and entered into this _____ day of _____, 2009, by and between the VILLAGE OF VILLA PARK, an Illinois municipal corporation, DuPage County, Illinois ("Villa Park"); and the CITY OF ELMHURST, an Illinois municipal corporation, DuPage County, Illinois ("Elmhurst").

WITNESSETH:

WHEREAS, Elmhurst and Villa Park are municipal corporations duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contact or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, a Surface Transportation Program (STP) Project called the "St. Charles Road Resurfacing Project" (the "Project") has been approved for funding of Phase III Construction at 70/30 percent Federal/Local Agency matching costs, respectively; and

WHEREAS, Elmhurst and Villa Park are desirous of pursuing this project and willing to share the proportionate costs of the 30% Local Agency match of costs for the Phase III construction until the Project is built for use; and

WHEREAS, Elmhurst and Villa Park desire to enter into this Agreement pursuant to 5 ILCS 220 in the spirit of intergovernmental cooperation in order to construct this project; and

WHEREAS, the corporate authorities of Elmhurst and Villa Park hereby declare that it is in the best interests of the City of Elmhurst and the Village of Villa Park to enter into said Agreement and have been authorized to execute this Agreement.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants, hereinafter set forth and pursuant to their powers of intergovernmental cooperation, the parties hereto agree as follows:

1. The recitals set forth hereinabove shall be and are hereby adopted as findings of fact as if said recitals were fully set forth herein.
2. Villa Park will act as the lead agency in the construction of the Project subject to the construction input of Elmhurst and through their authorized representative(s).
3. Elmhurst shall reimburse Villa Park for its proportionate share of the construction

ST. CHARLES ROAD RESURFACING STP PROJECT

Cost Estimate with Municipality Breakdown

FAU Route 1397
DuPage County
Village of Villa Park
Section 07-00084-00-RS

NO	PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	VILLA PARK QUANTITY	VILLA PARK COST	LOMBARD QUANTITY	LOMBARD COST	ELMHURST QUANTITY	ELMHURST COST
1	X4067107	POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-475, N50	TON	3,100.00	\$110.00	\$341,000.00	2,564.00	\$282,040.00	197.00	\$21,570.00	339.00	\$37,290.00
2	Z0076600	TRAINERS	HOUR	500.00	\$0.80	\$400.00	413.00	\$330.40	32.00	\$25.60	55.00	\$44.00
3	Z8000510	INLET FILTERS	EACH	92.00	\$200.00	\$18,400.00	76.00	\$15,200.00	6.00	\$1,200.00	10.00	\$2,000.00
4	40600100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	5,200.00	\$2.00	\$10,400.00	4,301.00	\$8,602.00	330.00	\$660.00	569.00	\$1,138.00
5	40600300	AGGREGATE (PRIME COAT)	TON	100.00	\$10.00	\$1,000.00	83.00	\$830.00	6.00	\$60.00	11.00	\$110.00
6	40600400	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	TON	100.00	\$150.00	\$15,000.00	83.00	\$12,450.00	6.00	\$900.00	11.00	\$1,650.00
7	40600895	CONSTRUCTING TEST STRIP	EACH	1.00	\$1,000.00	\$1,000.00	0.83	\$830.00	0.06	\$60.00	0.11	\$110.00
8	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	240.00	\$12.00	\$2,880.00	199.00	\$2,388.00	15.00	\$180.00	26.00	\$312.00
9	40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	6,700.00	\$90.00	\$603,000.00	5,541.00	\$498,690.00	426.00	\$38,340.00	733.00	\$66,970.00
10	44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	51,710.00	\$3.00	\$155,130.00	42,766.00	\$128,298.00	3,266.00	\$9,858.00	5,666.00	\$16,974.00
11	44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	900.00	\$30.00	\$27,000.00	744.00	\$22,320.00	57.00	\$1,710.00	98.00	\$2,970.00
12	44201737	CLASS D PATCHES, TYPE I, 8 INCH	SQ YD	600.00	\$80.00	\$48,000.00	496.00	\$39,680.00	38.00	\$3,040.00	66.00	\$5,280.00
13	44201741	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	600.00	\$70.00	\$42,000.00	496.00	\$34,720.00	38.00	\$2,660.00	66.00	\$4,620.00
14	44201745	CLASS D PATCHES, TYPE III, 8 INCH	SQ YD	600.00	\$60.00	\$36,000.00	496.00	\$29,760.00	38.00	\$2,280.00	66.00	\$3,960.00
15	44201747	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	600.00	\$50.00	\$30,000.00	496.00	\$24,800.00	38.00	\$1,900.00	66.00	\$3,300.00
16	60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	10.00	\$1,000.00	\$10,000.00	8.00	\$8,000.00	1.00	\$1,000.00	1.00	\$1,000.00
17	60300310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	92.00	\$600.00	\$55,200.00	76.00	\$45,600.00	6.00	\$3,600.00	10.00	\$6,000.00
18	67100100	MOBILIZATION	L SUM	1.00	\$36,000.00	\$36,000.00	0.83	\$29,880.00	0.06	\$2,160.00	0.11	\$3,960.00
19	70102632	TRAFFIC CONTROL AND PROTECTION, STANDARD 701602	L SUM	1.00	\$36,000.00	\$36,000.00	0.83	\$29,880.00	0.06	\$2,160.00	0.11	\$3,960.00
20	70300200	TEMPORARY PAVEMENT MARKING	FOOT	18,000.00	\$2.00	\$36,000.00	14,887.00	\$29,774.00	1,144.00	\$2,288.00	1,869.00	\$3,938.00
21	78004200	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LETTERS AND SYMBOLS	SQ FT	1,350.00	\$30.00	\$40,500.00	1,116.00	\$33,480.00	96.00	\$2,880.00	148.00	\$4,440.00
22	78004210	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 4"	FOOT	18,100.00	\$4.00	\$72,400.00	14,969.00	\$59,876.00	1,150.00	\$4,600.00	1,981.00	\$7,924.00
23	78004230	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 6"	FOOT	8,700.00	\$8.00	\$69,600.00	7,195.00	\$57,560.00	553.00	\$4,424.00	952.00	\$7,616.00
24	78004250	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 12"	FOOT	400.00	\$15.00	\$6,000.00	331.00	\$4,965.00	25.00	\$375.00	44.00	\$660.00
25	78004280	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 24"	FOOT	400.00	\$25.00	\$10,000.00	331.00	\$8,275.00	25.00	\$625.00	44.00	\$1,100.00
26	88600600	DETECTOR LOOP REPLACEMENT	FOOT	4,900.00	\$20.00	\$98,000.00	4,083.00	\$81,660.00	0.00	\$0.00	817.00	\$16,340.00
TOTAL ESTIMATED COST						\$1,800,910.00		\$1,489,888.40		\$108,355.60		\$202,666.00
TOTAL LOCAL SHARE (30%)						\$540,273.00		\$446,966.52		\$32,506.68		\$60,799.80
TOTAL FEDERAL SHARE (70%)						\$1,260,637.00		\$1,042,921.88		\$75,848.92		\$141,866.20

EXHIBIT 1



CITY OF ELMHURST

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

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

June 22, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Tiered Approach Authority Agreement

The Public Works and Buildings Committee met on Monday, June 22, 2009 to review a request from Mr. Thomas Leach, owner of the "Gas Stop", that the City enter into a Tiered Approach Authority Agreement (TACO) with regard to the York Street Right-of-Way adjacent to the gas station located at 575 South York Street.

A Tiered Approach to Corrective Action Objectives ("TACO") Agreement is intended, among other things to, insure that a physical barrier such as roadway pavement cover the contaminated soil to prevent contact with the environment and humans. The Agreement does not oblige the City to forever maintain the pavement in the York Street Right-of-Way nor would it prevent maintenance on the roadway or utilities lying within the right-of-way; the City would merely need to provide notice to those firms and their employees who might be exposed to the contaminated soil if such work is performed. Any removal of contaminated soil would be at the expense of Mr. Leach and not the City. The Illinois Brownfields Law allows for sites that have undergone environmental remediation and analysis due to underground storage tank leakage to enter into Agreement with the local highway authority when the contamination has migrated from the property to a public right-of-way; doing so avoids the need to excavate and remove the contaminated soils and to replace the pavement.

In addition to the notice that the City is obliged to give to utilities or other firms working in the right-of-way, the Agreement must prohibit the potable use of ground water from the contaminated soils. Installation of such wells is already prohibited by *Section 7.02* of the City Code, the only exception being wells installed by the City. While the City does maintain wells as a back up to its supply of water from the DuPage Water Commission, there are no plans for the installation of any wells and certainly not at this particular site.

The Agreement also provides 1) that the City is to be held harmless for any future problems associated with the contaminated soil; 2) that the City be reimbursed for legal fees incurred in the review and revision of the Agreement in an amount not to exceed \$2,500.00 and 3) that should a court determine that the City has breached the Agreement, the amount of damages recoverable is limited to \$5,000.00.

Copies To All
Elected Officials

7-22-09

cc: P.W. and
Bldg. Comm.

Mayor TPB
Hughes (Strickland)
6-18-09

**TIERED APPROACH TO CORRECTIVE ACTION RIGHT-OF-WAY
AGREEMENT**

This Agreement is entered into this ____ day of _____, 2009 pursuant to the Environmental Protection Act ("Act"), 35 IL Admin. Code Section 742.1020 and the Municipal Code of the City of Elmhurst Section 5.19 ("Code", except as the requirements of such section may have been or may be modified under a franchises granted to various utility companies) by and among Thomas Leach, Sr. ("Owner") and ("Operator"), together referred to herein as "Owner/Operator", and the City of Elmhurst ("City"), as follows:

1. This Agreement is not binding on the City until it is executed by a duly authorized representative of the City, and prior to execution, this Agreement constitutes an offer by Owner/Operator. The duly authorized representatives of Owner and Operator have signed this Agreement, and this Agreement is binding upon them, their successors and assigns.
2. Owner/Operator stipulates:
 - a. Owner/Operator is pursuing corrective action at a Site and in the right-of-way adjacent to the Site located at 575 South York Road, Elmhurst, IL ("Site"). Site is legally described in Attachment A.
 - b. The right-of-way adjacent to the Site, described or depicted in Attachment B, is subject to this Agreement and is possibly impacted with contaminants from a release at the Site.
 - c. Attached as Attachment C is a site map showing the known and probable area(s) of contaminant impacted soil and groundwater in the right-of-way where, at the time of this Agreement, contaminants exceed the Tier 1 residential remediation objectives under the Act and 35 Ill. Admin. Code Section 742. Also attached as Attachment D is a table showing the concentration of contaminants in soil and/or groundwater within the area described in Attachment B and showing the applicable Tier 1 soil and groundwater remediation objectives for residential property that are exceeded.
 - d. The corrective action is for a confirmed release of petroleum from an underground storage tank at the Site.
 - e. The Illinois Emergency Management Agency has assigned incident numbers 912432 & 941534 to the Site.

Installation or Use of Potable Water Supply Wells or by Any Other Method dated January 20, 2002 that prohibits the installation of potable water wells anywhere in the City except if installed by the City. The City agrees that it will not use the groundwater that is contaminated at a level above Tier 1 Residential Remediation Objectives located beneath the right-of-way identified in Attachment B as a potable or other domestic supply of water.

- a. Where the pavement in the right-of-way is to be considered an engineered barrier, the Owner/Operator agrees to reimburse the City for maintenance activities requested by Owner/Operator. Except for ordinary maintenance performed on City roadways, the City does not agree to maintain the right-of-way, nor does it guarantee that the right-of-way will continue as a roadway or that the right-of-way will always be maintained as an engineered barrier.
- b. This agreement does not in any way limit the City's authority to construct, reconstruct, repair or maintain and operate a right-of-way upon the property identified in Attachment B or to allow others to do the same. To that extent, the City reserves the right to identify, investigate, and remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from the right-of-way identified in Attachment B and to dispose of them as it deems appropriate in accordance with applicable environmental regulations so as to avoid causing a further release of the contaminants and to protect human health and the environment. The Owner/Operator shall reimburse the actual costs incurred by the City or others in so identifying, investigating, removing, storing, handling or disposing of contaminated soil and/or groundwater, and it shall not be a defense for Owner/Operator that those costs were not consistent with or required by Board or United States Environmental Protection Agency regulations, guidelines or policies. Prior to incurring any such costs, and unless there is an urgent reason otherwise, the City shall first give Owner/Operator thirty (30) days notice and an opportunity to remove or dispose of contaminated soil and/or groundwater, at Owner/Operator's cost, to the extent necessary for the City's work. Such removal and disposal shall be in accordance with all applicable laws and regulations. Failure to give this opportunity to Owner/Operator shall not be a defense to a claim for reimbursement or that the work should not be done, provided the City has shown good faith efforts to mitigate the costs with the Owner/Operator. There is a rebuttable presumption that the contamination found in the right-of-way described in Attachment B arose from the release of contaminants at the Site. Should Owner/Operator not reimburse the costs identified here, this Agreement shall be null and void in addition to such other remedies as may be available to the City by law.

tiered-approach to remediating environmental contamination. This Agreement is entered into by the City in the spirit of those laws. Should any provision of this Agreement be determined to exceed the authority of the City, however, this Agreement shall be null and void.

11. This Agreement (including attachments, addendums, and amendments) shall run with the land and be binding upon all assigns and successors in interest to the Owner/Operator of the Site.

12. The City will limit access to the Site and rights-of-way as follows:

- a. Normal Access: The City will limit access to the Site and rights-of-way via the City's Department of Public Works or its successor agency, by which persons seeking authorization to perform subsurface work in a City right-of-way will be informed of the nature and extent of the contamination, and will be informed that they should take appropriate steps to ensure the health and safety of people working at the Site and rights-of-way.
- b. Emergency Access: The City's Building, Fire and Public Works Department or their successors agencies will be notified of the contamination at this Site and adjacent rights-of-way and will be provided with all available environmental data regarding the Site and adjacent rights-of-way. Such information will be provided to utilities in the area.

13. This Agreement shall continue in effect from the date of the Agreement until contaminant concentrations in the soil and/or groundwater are subsequently reduced through active remediation or through natural attenuation to Tier 1 residential levels as approved by the Illinois EPA and Board regulations, such that, the right-of-way identified in Attachment B is demonstrated to be suitable for Tier 1 residential use and there is no longer a need for this Agreement, and the Illinois EPA has, upon written request to the Illinois EPA and notice to the City, amended the "No Further Action/Remediation" determination for the Site to reflect Tier 1 residential use (and/or contamination levels) of that right-of way.

14. Written notice and other communications relating to this Agreement directed to the City shall be sent to:

**City Engineer
Attn: Cori Keating
Elmhurst Public Works
209 North York Street
Elmhurst, IL 60126**

Attachment A

**Plat of Survey for 575 South York Road, Elmhurst, Illinois
Site Property Identification Number #06-12-300-025**

Attachment C

Scaled Maps that show the Site and surrounding area and delineates the past and estimated future extent of Soil and Groundwater contamination above the applicable Tier 1 Residential Remediation Objectives

1128 Olympus Drive
Naperville, IL 60540
(630) 357-7780

AIF Engineering

June 18, 2009

City of Elmhurst
Attn: Mr. Cori Keating
Elmhurst Public Works
209 North York Street
Elmhurst, IL 60126

Re: Seeking the City of Elmhurst Approval
Tiered Approach to Right-of-Way Agreement
Behalf of Mr. Tom Leach, Sr.
575 South York Road, Elmhurst

Dear Mr. Keating:

Please find the enclosed three (3) copies of a Tiered Approach to Corrective Action Right-of-Way Agreement for consideration and approval by the City of Elmhurst and Mr. Thomas Leach, Sr. for the property at 575 S. York Road, Elmhurst, Illinois. The purpose for the execution of the Tiered Approach to Right-of-Way Agreement is part of the requirements for obtaining an Illinois Environmental Protection Agency (IEPA) "No Further Remediation" determination with regards to the LUST incident #912432. This Agreement has been drafted to a previous Tiered Approach to Corrective Action Right-of-Way Agreement with a property on Spring Road and the City of Elmhurst.

Upon approval and signature of the Tiered Approach to Corrective Action Right-of-Way Agreement by the City of Elmhurst, please return a signed original for filing with the DuPage County Recorder of Deeds. If you have any questions, please feel free to contact me at (630) 951-1128.

Sincerely,
AIF ENGINEERING

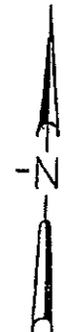
Mark M. Frueh, P.E.
Principal

CC: Thomas Leach, Sr.
Kubisa, Spiroff, Gosselar & Acker, P.C. – Attn. Mr. Andrew Acker

Vallette Street

Dick's
Phillips 66
Site

555 S.
York Road



MW-20

MW-18

MW-21

Untouchable
Autowash

Extent of Soil Contamination

MW-9

Gas Stop

MW-6

MW-4

575 S.
York Road

117
Crescent

Concpsy

MW-9

MW-10

MW-3

MW-8

MW-2

MW-1

RW-1

MW-5

MW-15

Crescent Street

MW-11

MW-7

591 S.
York Road

MW-14

MW-16 118 Crescent

MW-13

MW-12

South York Road

Chicago Central & Pacific



- Monitoring Well Location
- Recovery Well Location

Figure 2
Extent of Soil Contamination
575 S. York Road
Elmhurst, Illinois

PREPARED BY
AIF Engineering
Naperville, Illinois

Soil Sample Analytical Results

575 S. York Rd. Elmhurst, IL

Sample Date - October 1991

Parameter	Class I- Cleanup (ug/kg)	MW-1 (ug/kg)	MW-2 (ug/kg)	MW-3 (ug/kg)	MW-4 (ug/kg)	MW-5 (ug/kg)	MW-6 (ug/kg)	MW-7 (ug/kg)	MW-8 (ug/kg)	MW-9 (ug/kg)	MW-10 (ug/kg)	MW-11 (ug/kg)
Volatile Organic Compounds												
Benzene	30	11,000	3,700	20	NS	ND	37,000	ND	ND	410,000	60,000	990
Ethylbenzene	13,000	51,000	ND	ND	NS	ND	26,000	ND	ND	360,000	5,500	5,000
Toluene	12,000	50,000	ND	26	NS	ND	100,000	ND	ND	1,500,000	5,600	2,300
Xylene (total)	150,000	270,000	600	13	NS	ND	130,000	ND	ND	2,100,000	20,000	16,000

Bold = Result greater than TACO Remediation Objective
 NS = Not Sampled
 RCRA - Resource Conservation and Recovery Act
 ND = Compound not detected at or above the reporting limit
 J = Estimated result



CITY OF ELMHURST

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www.elmhurst.org

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

June 22, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **2009 Concrete Pavement Patching Program**

The Public Works and Buildings Committee met on Monday, June 22, 2009 to review bids received for the 2009 Concrete Pavement Patching Program. The bids are summarized on Attachment "A".

The work consists of the removal and replacement of deteriorated concrete pavement, curb, and gutter at various locations throughout the City and to replace concrete that was removed when repairs were made to water mains and fire hydrants.

G & M Cement Construction, Inc., of Addison, Illinois submitted the lowest responsible bid meeting all of the bidding requirements. G & M Cement Construction, Inc., has performed similar work for the City of Elmhurst and other municipalities previously, and the work was completed in a satisfactory manner.

Monies for this project have been provided in the FY2009/10 General Fund budget in account number 110-6041-432-30-11 in the amount of \$100,000 to repair deteriorated concrete pavement. Monies are provided in the Municipal Utility Fund budget in account number 510-6052-501-30-11 in the amount of \$25,000 for the work associated with the water distribution system. The work will be completed per the Schedule of Unit Prices provided on Attachment "B".

The Committee noted the advantageous pricing in G & M Cement's bid and was desirous of taking advantage of it. However, the Committee is also mindful of the current fiscal challenges the City faces. Therefore, it was determined that the City should spend more than the bid of \$89,685 but less than the budgeted amount of \$125,000. The Committee determined it would be appropriate to authorize work up to \$100,000.

It is therefore, the recommendation of the Public Works and Buildings Committee that the bid and Schedule of Unit Prices from G & M Cement Construction, Inc., for the 2009 Concrete Pavement Patching Program in an amount not to exceed \$100,000 be accepted.

Respectfully submitted,

PUBLIC WORKS AND BUILDINGS COMMITTEE

Jim Kennedy
Jim Kennedy, Chairman

Michael Bram
Michael Bram, Vice Chairman

Pat Shea
Pat Shea

Chris Healy
Chris Healy

Copies To All
Elected Officials

7-22-09

ATTACHMENT "B"

2009 Concrete Pavement Patching Program

Schedule of Unit Prices

Bid Tabulation

ITEM	DESCRIPTION	CONTRACTOR: D'Land Const. LLC Bid Bond		Acura Inc. Bensenville		Alliance Contractors Inc. Woodstock			
		UNITS	PLAN QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Traffic Control and Protection	LS	1	\$7,750.00	\$7,750.00	\$6,430.00	\$6,430.00	\$23,725.00	\$23,725.00
2	PCC Class C, Type I Patch	SY	50	\$99.00	\$4,950.00	\$83.00	\$4,150.00	\$95.00	\$4,750.00
3	PCC Class C, Type II Patch	SY	300	\$72.00	\$21,600.00	\$80.00	\$24,000.00	\$80.00	\$24,000.00
4	PCC Class C, Type III Patch	SY	800	\$67.50	\$54,000.00	\$76.00	\$60,800.00	\$80.00	\$64,000.00
6	PCC Class B Patch	SY	70	\$110.00	\$7,700.00	\$89.00	\$6,230.00	\$125.00	\$8,750.00
5	Dowel and Tie Bars	Bars	140	\$12.00	\$1,680.00	\$8.00	\$1,120.00	\$15.00	\$2,100.00
7	PCC Driveway Apron	SY	40	\$54.00	\$2,160.00	\$47.00	\$1,880.00	\$75.00	\$3,000.00
8	PCC Sidewalk	SF	50	\$8.00	\$400.00	\$5.20	\$260.00	\$15.00	\$750.00
9	Curb & Gutter Installation	LF	700	\$4.95	\$3,465.00	\$4.90	\$3,430.00	\$25.00	\$17,500.00
10	Curb & Gutter Removal	LF	700	\$17.55	\$12,285.00	\$16.00	\$11,200.00	\$40.00	\$28,000.00
		CORRECT TOTAL			\$115,990.00		\$119,500.00		\$176,575.00
		BID TOTAL			\$115,990.00		\$119,500.00		\$176,575.00



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MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 29, 2009

To: Mayor DiCianni and Members of the City Council

Re: **Private Property Protection Program Budget**

The Public Works and Buildings Committee met on June 29, 2009 to discuss the status of the Private Property Protection Program budget. The current budget for the Private Property Protection Program is \$15,000. This is a program that assists homeowners in the installation of a sewer design that is less likely to allow sanitary sewer backups into the home and protect the sanitary collection system from additional surcharging due to footing drains or groundwater entering the system. However, the recent heavy rains have resulted in a spike in interest in the program from citizens who are experiencing frequent sanitary sewer basement backups. Interest in the program has risen such that the budget is now depleted for the year.

Because of the very competitive bidding market recent bids have come in the lower than the projected budget amounts. As a consequence the Sanitary Sewer Repair line has funds that will likely not be spent on current sewer repair projects and so has additional funds available to be used for the Private Property Protection Program.

Staff are requesting that \$30,000 in the Sanitary Sewer budget line item 510-6056-502.80-13 be allowed to be used for the Private Property Protection Program to fund in place requests for sewer installations and to meet the continuing demand for this program.

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7-02-09



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20W
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MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 29, 2009

To: Mayor DiCianni and Members of the City Council

Re: WWTP Emergency Sluice Gate Repair

The Public Works and Buildings Committee met on June 29, 2009 to discuss proposals for the emergency repairs to the wastewater plant influent sluice gate.

The gate was installed in 1989 and is used to throttle the flows to the influent pumping station. The gate position is frequently moving to either close and limit flows to the station pumping limit or opening to sustain maximum design flows. Because of the frequent moving and weakening due to corrosion the connection to the gate broke from of the operator shaft. Temporary repairs were completed by staff allowing the gate to be put back into service. Staff are now seeking to replace the gate with a new gate.

Funds were budgeted in the FY09-10 Capitol Budget for this project. During the original design, prices were obtained for labor and materials and were budgeted in the Capitol Budget. That expected total was \$50,000.

In May proposals for this project were received from three area contractors. Those proposals are;

Contractor	Amount
Concord Construction Services Lake Zurich Illinois	\$75,600.00
Dahme Mechanical Arlington Heights Illinois	\$145,350.00
Bowen Engineering Crown Point Indiana	\$159,539.00

When reviewing the amounts staff found that the costs for the needed by-pass pumping were significantly underestimated. Though the project is planned for a low flow time the possibility of high flows being received must be anticipated and preparations in place to accommodate that event.

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CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

June 22, 2009

To: Mayor DiCianni and Members of the City Council

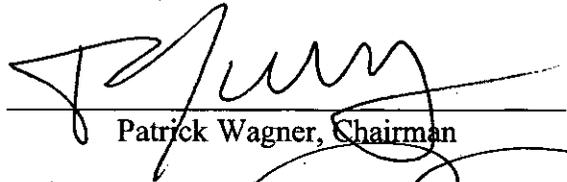
**RE: Disposition of Stop Sign Request
Parkside and McKinley Avenues**

The Public Affairs and Safety Committee met on June 22, 2009 to discuss the status of the request for Stop Signs at the intersection of Parkside and McKinley Avenues.

In response to a neighborhood request, the City Engineering Division performed a study at the subject intersection. The request was for stop signs at the intersection. Staff review finds poor sight distance at the southeast corner of the intersection of Parkside and McKinley Avenues. According to "Proposed Warrants for Low Volume Intersection Traffic Control", this intersection meets the warrants for stop control. Staff recommendation is to replace the existing yield signs with stop signs on the McKinley Avenue approaches to Parkside Avenue. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to provide Stop Signs at the intersection of Parkside and McKinley Avenues.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman


Chris Nybo, Vice Chairman


Paula Pezza



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CITY MANAGER

June 22, 2009

To: Mayor DiCianni and Members of the City Council

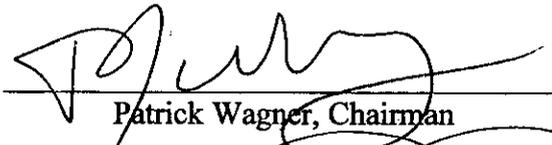
RE: **Yorkfield and Fern Avenues
Stop Sign Study**

The Public Affairs and Safety Committee met on June 22, 2009 to discuss the status of the request for Stop Signs at the intersection of Yorkfield and Fern Avenues.

In response to a neighborhood request, Brent Coulter of Coulter Transportation Consulting reviewed the intersection of Colfax Avenue and Adams Street. The request was to install stop signs at the intersection. Mr. Coulter's findings cite that yield signs are warranted based on existing intersection sight distances of 80 feet at the southeast corner. City Engineering recommendation is that yield signs be placed on the Fern Avenue approach to Yorkfield Avenue. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to provide Yield Signs at the intersection of Yorkfield and Fern Avenue.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman


Chris Nybo, Vice Chairman


Paula Pezza

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

agenda//pa&s/2009 reports/Stop Sign Study Yorkfield and Fern

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7-22-09

*Major JPB ATTY
Kopp Benschner Jaker
6-18-09*



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THOMAS P. BORCHERT
CITY MANAGER

June 22, 2009

To: Mayor DiCianni and Members of the City Council

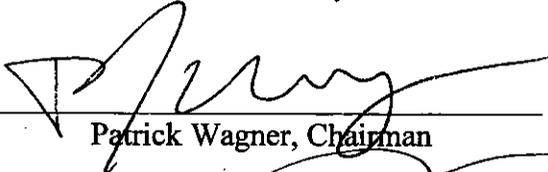
RE: **Colfax Avenue and Adams Street
Stop Sign Study**

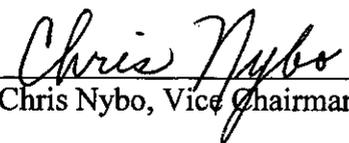
The Public Affairs and Safety Committee met on June 22, 2009 to discuss the status of the request for Stop Signs at the intersection of Colfax Avenue and Adams Street.

In response to a neighborhood request, Brent Coulter of Coulter Transportation Consulting reviewed the intersection of Colfax Avenue and Adams Street. Mr. Coulter's findings cite that yield signs are warranted based on existing intersection sight distances of between 80 and 100 feet. City Engineering recommendation is that yield signs be placed on the Colfax Avenue approaches to Adams Street. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to provide Yield Signs at the intersection of Colfax Avenue and Adams Street.

Respectfully submitted,
Public Affairs and Safety Committee


Patrick Wagner, Chairman


Chris Nybo, Vice Chairman *AS*


Paula Pezza

agenda/pa&s/2009 reports/Stop Sign Study Colfax and Adams

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7-22-09

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**

*Mayor TRB ATty
top members (boxed)
6-18-09*



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THOMAS P. BORCHERT
CITY MANAGER

June 22, 2009

To: Mayor DiCianni and Members of the City Council

RE: **Disposition of Yield Sign Request
Hillside and McKinley Avenues**

The Public Affairs and Safety Committee met on June 22, 2009 to discuss the status of the request for Yield Signs at the intersection of Hillside and McKinley Avenues.

In response to a neighborhood request, the City Engineering Division performed a study at the subject intersection. The request was for yield signs at the intersection. Staff review finds moderate sight distance between 70 and 110 feet at this low-volume intersection. According to "Proposed Warrants for Low Volume Intersection Traffic Control", this intersection meets the warrants for yield control. Staff recommendation is to install yield signs on the Hillside Avenue approaches to McKinley Avenue. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to provide Yield Signs at the intersection of Hillside and McKinley Avenues.

Respectfully submitted,
Public Affairs and Safety Committee

Patrick Wagner / mx
Patrick Wagner, Chairman

Chris Nybo / mx
Chris Nybo, Vice Chairman

Paula Pezza / mx
Paula Pezza



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THOMAS P. BORCHERT
CITY MANAGER

June 22, 2009

To: Mayor DiCianni and Members of the City Council

RE: Linden Avenue and Church Street
Stop Sign Request

The Public Affairs and Safety Committee met on June 22, 2009 to discuss the status of the request for Stop Signs at the intersection of Linden Avenue and Church Street.

In response to a neighborhood request, Brent Coulter of Coulter Transportation Consulting reviewed the intersection of Linden Avenue and Church Street. Based on criteria set forth in "Proposed Warrants for Low Volume Intersection Traffic Control", stop signs are warranted on southbound Linden Avenue (at the north leg of the intersection) and northbound Linden on the south leg. In accordance with Mr. Coulter's findings, City Engineering staff recommends that option 1 as presented within the report be approved. Option 1 supports the observed school walk route and includes stop sign installation, crosswalk and stop bar striping, as well as sidewalk improvements to facilitate safe pedestrian crossings. The Public Affairs and Safety Committee concurs with the City Engineering recommendation.

It is, therefore, the recommendation of the Public Affairs and Safety Committee that the appropriate ordinance be drafted and adopted by the City Council to provide stop signs on southbound Linden Avenue (at the north leg of the intersection) and northbound Linden on the south leg. Additionally, to facilitate safe pedestrian crossings, the installation of crosswalk and stop bar striping on the school walk route.

Respectfully submitted,
Public Affairs and Safety Committee

Patrick Wagner, Chairman

Chris Nybo, Vice Chairman
Paula Pezza

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Elected Officials
7-02-09

**PUBLIC AFFAIRS &
SAFETY COMMITTEE**
*Mayor TPB Patty
Kopp Spencer Spitzer*
6-18-09



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FAX (630) 530-3014
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PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
THOMAS P. BORCHERT
CITY MANAGER

MEMORANDUM

TO: Mike Kopp
Fire Chief

FROM: Kim McGrew *KM*
Civil Engineer

DATE: June 18, 2009

RE: Linden Avenue and Church Street
Stop Sign Request

In an effort to keep the Public Affairs and Safety Committee informed as to the status of the above referenced request, please find the following summary and attached report. **This request requires Public Affairs and Safety Committee action.**

In response to the attached request from Ms. Lisa Laurx of 233 S. Poplar Avenue, the City's traffic consultant, Brent Coulter of Coulter Transportation Consulting, reviewed the intersection of Linden Avenue and Church Street. Based on criteria set forth in "Proposed Warrants for Low Volume Intersection Traffic Control", stop signs are warranted on southbound Linden Avenue (at the north leg of the intersection) and northbound Linden on the south leg. In accordance with Mr. Coulter's findings, staff recommends that option 1 as presented within the report be approved. Option 1 supports the observed school walk route and includes stop sign installation, crosswalk and stop bar striping, crosswalk warning signage, and sidewalk improvements to facilitate safe pedestrian crossings.

Crash History: A single crash involving turning vehicles (EB right-turn from Church onto Linden and a southbound left-turn from Church onto Linden) occurred on 1/13/2005. There have been no crashes reported since that time (through 6/8/2009).

Field Observations: The intersection was observed in the field and it was noted that the intersection geometry does not "match" the predominant travel pattern between the east and west on Church especially at the south leg of Linden where a large radius curve connects Linden with the east leg of Church. A large evergreen bush on the southwest corner of the south leg of Linden at Church does present a sight-line obstruction, otherwise sight lines are generally good. Several corners of both Linden and Church intersections lack ramped sidewalks extending to the street which frequently results in pedestrians crossing from a sidewalk to a residential driveway on the opposite side. See photos in Figures 2a./2b. through 4a./4b. for views of different approaches at both legs of Linden/Church.

Analysis/Recommendations:

Two options for school walk route designation are presented below. The City should coordinate with local school officials on the formal designation of alternative school walk routes discussed below.

Option 1: Stop Control on Linden Approaches to Church (see Figure 5).

This option would maintain the existing predominant school walk route along the south side of Church with a crossing at the S. Leg of Linden onto the east side of Linden and continue south on Linden and then east on Huntington to an existing signed/striped crosswalk of Huntington between two cul-de-sac streets near the schools. Various sidewalk ramp connectors are shown in support of this walk route and to take advantage of stop control on the Linden approaches.

A "School Crosswalk Assembly" sign (with downward pointing arrow) is recommended at the proposed crosswalk location facing westbound traffic on Church east of the south leg of Linden since this westbound Church-to-Linden approach is not under stop sign control (the MUTCD does not recommend such signing on stop controlled approaches). "School Crossing (S1-1) Advance warning signs on the Church approaches to the south leg of Linden and Church St. predominate vehicle routing delineation signing/striping can be considered at the City's discretion.

Option 2: Yield Control on Linden Approaches to Church (see Figure 6).

This option would designate the school walk route along the south side of Church wrapping around the SW corner of S. Linden and Church on the west side of S. Linden. Students would then continue south on Linden to the NW corner of Huntington where they would cross on the north side of Huntington and continue east to an existing signed/striped crosswalk of Huntington between two cul-de-sac streets near the schools.

"Yield" signs would be installed on the Linden approaches to Church and "stop" control would be added to the Linden approach to Huntington to support the potential school crossing. As noted in Figure 6, an existing residential driveway on the NW corner of Linden/Huntington may be an insurmountable impediment to locating a sidewalk ramp on that corner.

Under either optional above, the existing evergreen shrub at the southwest corner of the south leg of Linden at Church is recommended for removal.



Figure 2a. NB on the South Leg of Linden Looking to the Northwest Along Linden (Church)

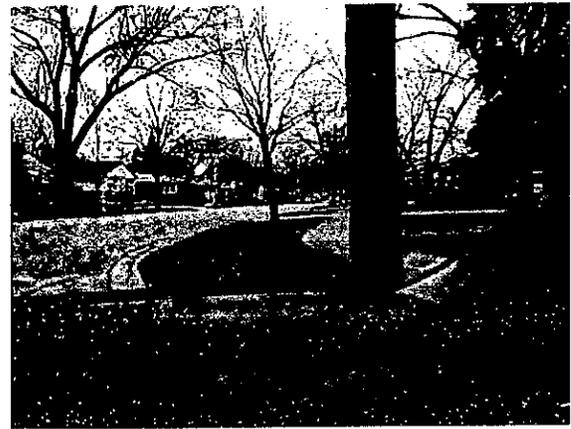


Figure 2b. NB on the South Leg of Linden Looking to the East Along Church

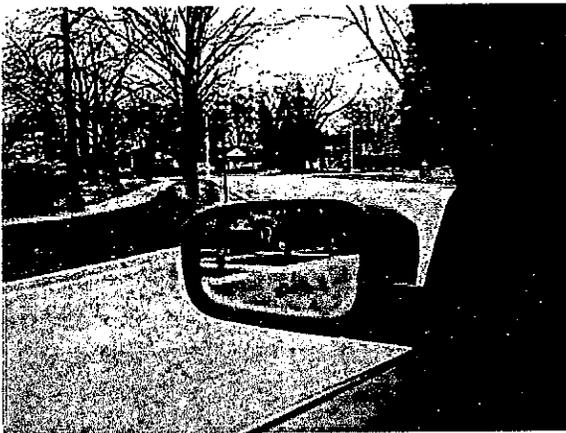


Figure 3a. SB on the North Leg of Linden Looking to the Southeast Along Linden (Church)



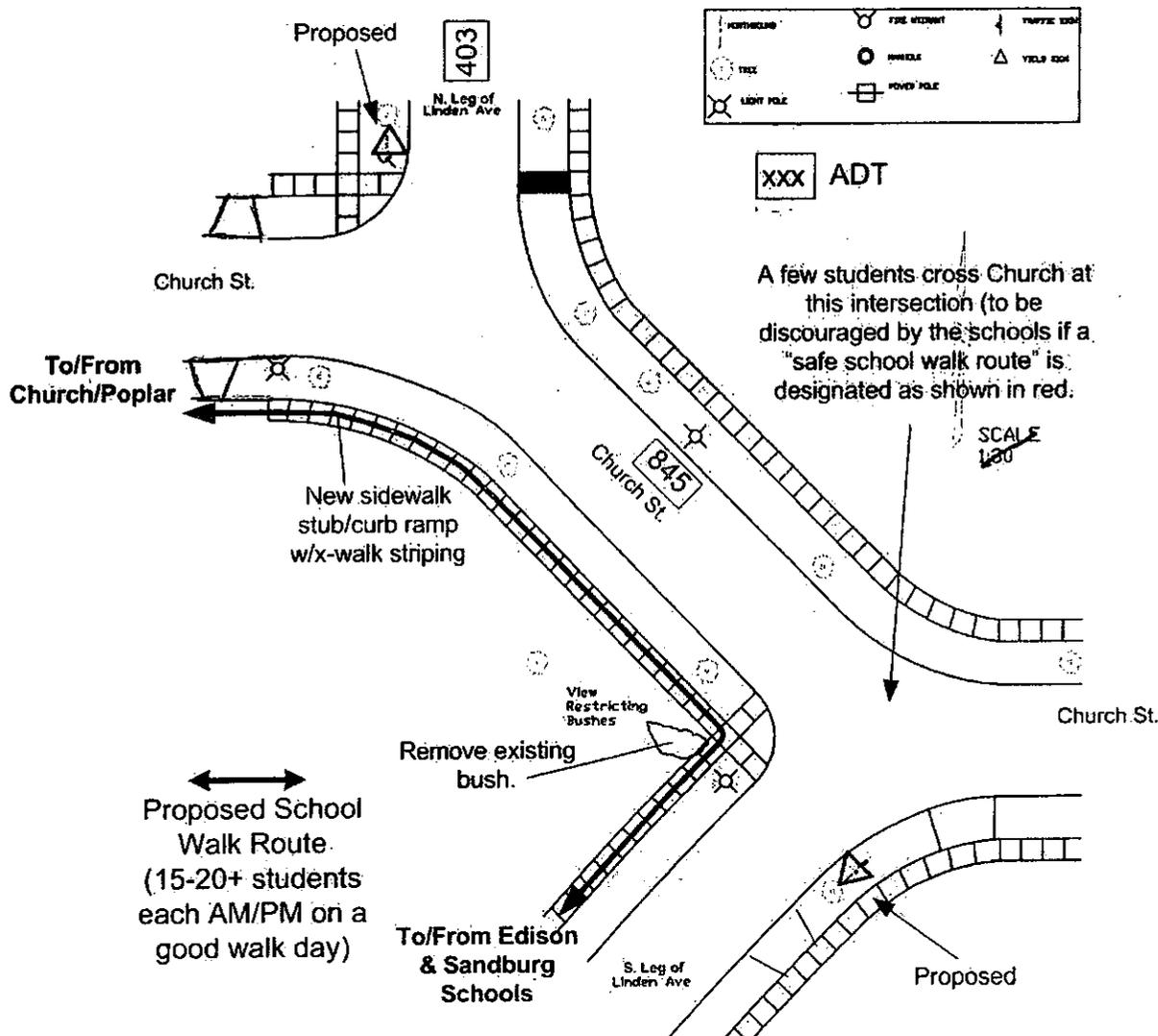
Figure 3b. SB on the North Leg of Linden Looking to the West Along Church



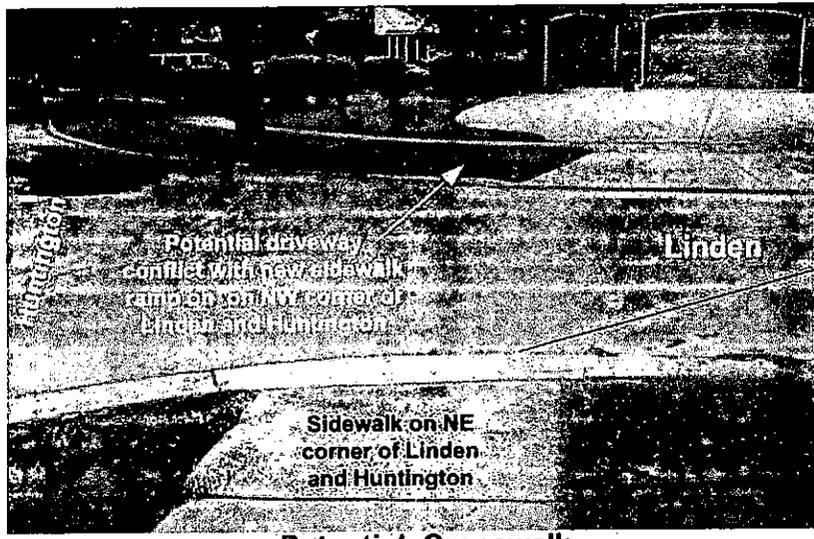
Figure 4a. WB on Church Looking to the South Leg of Linden



Figure 4b. EB on Church Looking to the North Leg of Linden



Proposed School Walk Route
(15-20+ students each AM/PM on a good walk day)



Potential Crosswalk

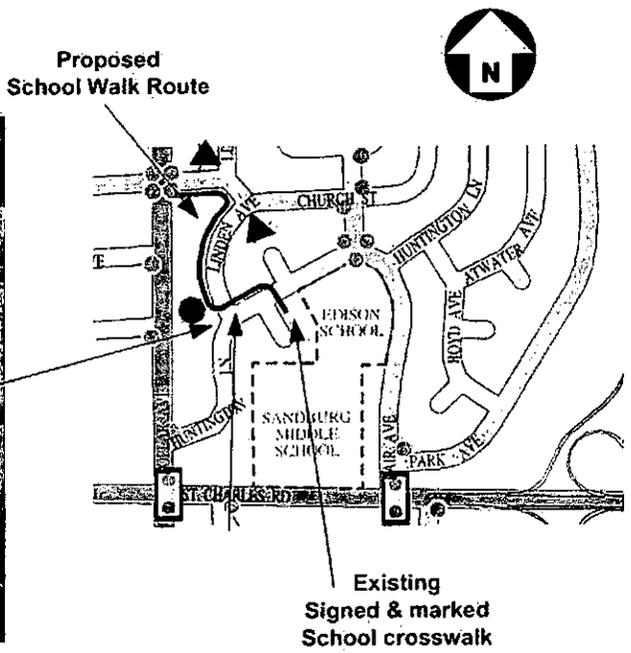


FIGURE 6. Option 2 - School Walk Route, Traffic Control/Striping Improvements at Church/Linden Intersections

Coulter Transportation Consulting



CITY OF ELMHURST

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

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

June 23, 2009

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 22, 2009, 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 24 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*	\$ 65.10	\$ 60.76
Commercial*	\$ 65.10	\$ 60.76

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

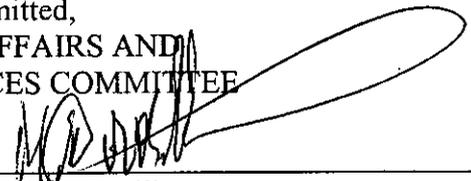
The Committee has reviewed the proposed rate structure and believes it to be reasonable and appropriate.

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 \$65.10 for customers with private water wells.

Respectfully submitted,
FINANCE, COUNCIL AFFAIRS AND
ADMINISTRATIVE SERVICES COMMITTEE



Stephen W. Hipkind, Chairman



Mark A. Mulliner



Kevin L. York, Vice Chairman
SewerRatesWellUser



Diane Gutenkauf

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7-22-09



CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
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www.elmhurst.org

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

June 23, 2009

To: Mayor DiCianni and Members of the City Council

Re: Water and Sewer Rates for Elmhurst Residents on Wrightwood Avenue

The Finance, Council Affairs and Administrative Services Committee met twice, most recently June 22, 2009, to consider the referral from Alderman Bram to review water and sewer rates for Elmhurst residents on Wrightwood Avenue.

In 1990, a voluntary annexation petition was filed with the City of Elmhurst for seven parcels of land on the north side of Wrightwood Avenue (277-301 E. Wrightwood Avenue), which were located in unincorporated Country Club Highlands, abutting the City's northeast corner. The attorney for the property owners stated in documents submitted to the City that the owners recognized that they would be serviced by Citizens Utility (now Illinois American Water Company) for water and sewer. The committee report recommending the voluntary annexation, which was approved August 6, 1990, also stated that these properties are serviced by Citizens Utility for water and sewer. The annexation ordinance O-01-91 was approved by the City Council on February 19, 1991.

Illinois American Water Company (IAWC) provides water distribution and wastewater collection services for several Facility Planning Areas (FPA) in Illinois, including the FPA commonly known as Country Club Highlands, which includes the properties on Wrightwood Avenue. The City has two contracts with IAWC with regard to the Country Club Highlands FPA. One contract is a wheeling agreement to "wheel" Lake Michigan water from DuPage Water Commission through Elmhurst to IAWC's water pumping station for the Country Club Highlands area. The second contract is for wastewater treatment. The IAWC infrastructure collects wastewater and delivers it through a metering station to the City's sewer infrastructure for treatment at the City's wastewater treatment plant. The IAWC is invoiced monthly for both services provided by Elmhurst.

IAWC is a private for-profit utility company, and its water and sewer rates are regulated and approved by the Illinois Commerce Commission (ICC). The rates for service to the Country Club Highlands customers are higher than the City's water and sewer rates, and the residents on Wrightwood Avenue would like to either receive water and sewer service from the City of Elmhurst or be charged the City's water and sewer rates. The City has discussed removing the

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07-02-09



CITY OF ELMHURST

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

June 23, 2009

To: Mayor DiCianni and Members of the City Council

Re: Senior Citizen Discount for Water/Sewer Utility Service

The Finance, Council Affairs and Administrative Services Committee met June 22, 2009, to review a referral from Alderman Shea to consider a senior citizen discount for water/sewer utility service from the City of Elmhurst.

The revenues and expenses associated with water distribution and sewer collection and treatment are accounted for in the City's Municipal Utility Fund (MUF). This is a user fee financed fund; water and sewer fees support 97% of the activity of this fund. Staff surveyed DuPage County municipalities, and at this time, no DuPage municipality has a senior citizen discount program for water and sewer service. Staff believes a senior citizen discount program would require significant administration in terms of gathering, maintaining and monitoring personal information such as birthdates to determine when the senior discount would be triggered on any particular account. Staff would also need to manually intervene in the billing system to override the regular billing rates when producing the utility bill. It was noted that not all senior citizens are on fixed incomes and that a fixed income may not signal an inability to pay.

The City currently has a senior citizen discount program for vehicle stickers where the qualifying event is that the vehicle is registered to an individual who is age 65 or older. The City also has a rebate program that is administered on a calendar basis that provides a 50% rebate of gas, electric and telephone utility taxes, and vehicle sticker fees, to individuals that meet a low income means test. To qualify for the rebate, income level, not age, is the qualifying event. Thirteen rebate requests were processed each of the last two calendar years.

After discussion, it was the consensus of the Finance Committee to deny the request for a senior citizen discount for water/sewer utility service.

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07-02-09



CITY OF ELMHURST

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

June 24, 2009

TO: Mayor DiCianni and Members of the City Council

RE: Case Number 09 P-02/Delphi Academy Conditional Use

Request for Conditional Use Permit for the purpose of establishing a school use in the existing church building (formerly Elmhurst Christian Reformed Church) on property commonly known as 905 S. Kent.

The Development, Planning and Zoning Committee met on May 26 and June 22, 2009 to review and discuss the subject request. This included the Zoning & Planning Commission recommendation and findings of fact report, application documents, the applicant's traffic study, and the public hearing transcript for this request.

The Committee began discussion by reviewing the existing and projected operational aspects of the proposed school. They acknowledged that schools are allowed as a conditional use in this R-2 District, and that the 2009 Comprehensive Plan designates this site for institutional uses (like churches and schools). The dominant issue of discussion was traffic generated by the school use, and the change from the previous church use. The following points about traffic were discussed by the Committee in detail:

- The previous church use on this site including weekday activities, such as the Little Lambs program, which generated daytime traffic, however no hard data on traffic generated by this program exists or was presented. Only anecdotal data and post hoc estimates were presented.
- The school has staggered start and finish times for various grade levels, resulting in a lower concentration of traffic volume at any one time, but also spreading out traffic over longer periods on school days. These extended periods are more likely to overlap with the typical morning and late afternoon/evening "rush hour" periods when there are already higher traffic counts on adjacent streets due to work-related trips. In addition, the school would operate twelve months of the year, adding to existing traffic during times of higher pedestrian traffic (i.e. summer).
- The proposed Delphi Academy would have dismissal times around the same time as other schools in the area, such as Jackson (elementary) and Bryan (middle), possibly exacerbating traffic volumes on area streets.
- The Police Department's initial questions about traffic were later addressed by provision of a traffic study. This traffic study (submitted by the applicant) identified projected traffic volumes and concluded that area streets could handle the additional traffic without significant change to level of service.

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7-02-09

- During discussion of the traffic study, the Committee noted that the statistics and projections identified could lead to a variety of possibly contradictory conclusions. The Committee also noted the potential for growth of Delphi Academy, and the resulting traffic, has to be considered for this request.
- The applicant did not propose substantive changes to accommodate increased traffic, such as a second parking lot entrance or additional driveway; a single parking lot entrance is proposed.

The Committee reviewed the Standards for Conditional Use, and concurred that a majority of the Standards were not met for this request. The Committee emphasized that those Standards affected by traffic (specifically a-c, and e as follows), were especially noteworthy as not having been met:

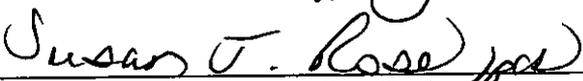
- a) That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.
- b) That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
- c) That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- e) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Therefore it is the recommendation of the Development, Planning and Zoning Committee to not recommend approval of this conditional use request.

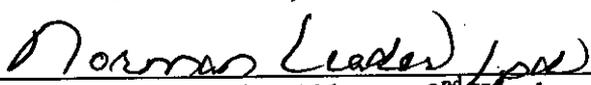
Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chairman



Susan J. Rose, Vice Chairman



Norman Leader, Alderman 2nd Ward

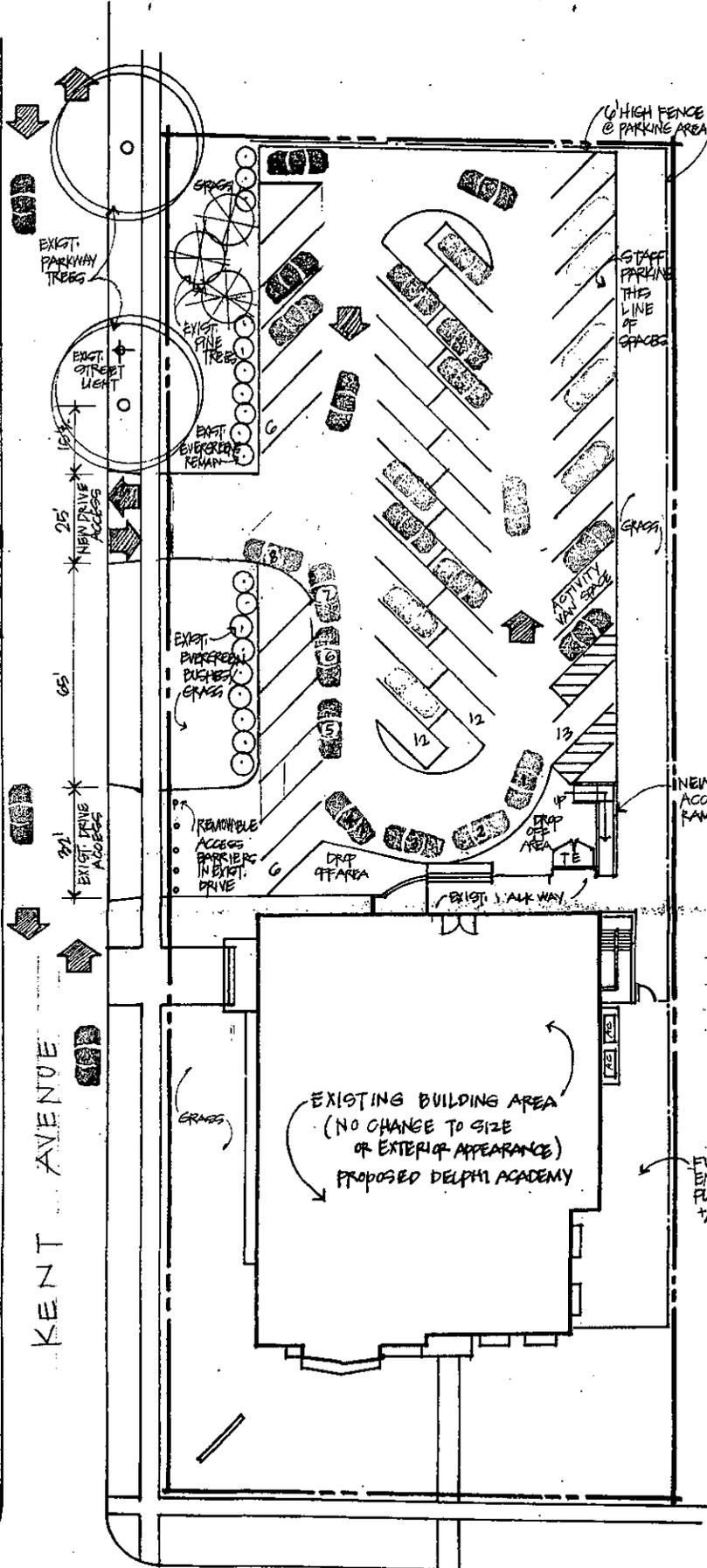
892 DRIVEWAY APPROX. LOCATION

890 DRIVEWAY APPROX. LOCATION

KENT AVENUE

VAN BUREN STREET

PROPOSED DELPHI ACADEMY



PROPOSED PARKING INFO

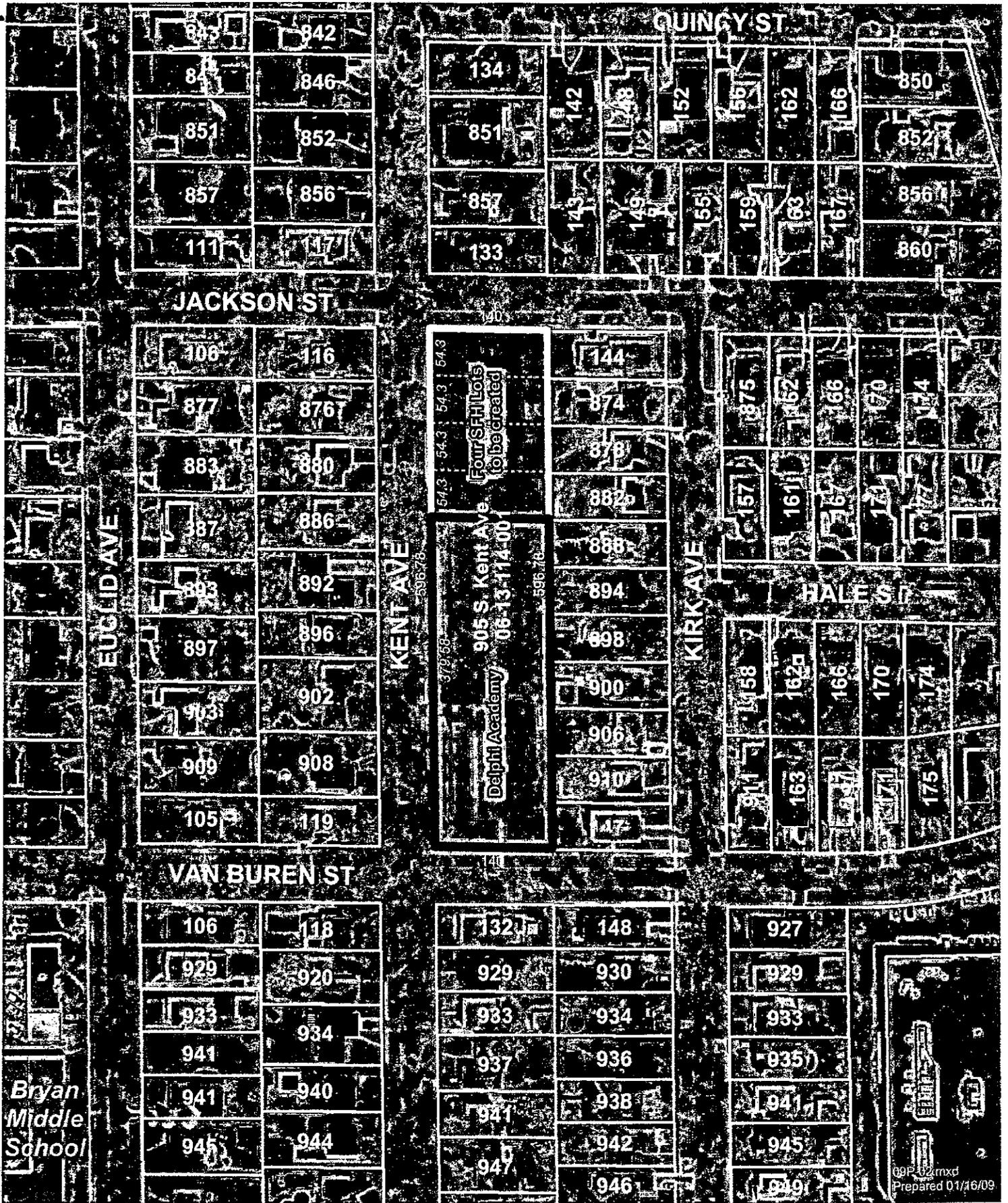
- TOTAL PROPOSED PARKING - 49 (INCL. 2 ACCESSIBLE SPACES)
- REQ'D. PARKING - 1 PER STAFF MEMBER
12 STAFF/TEACHERS = 12 REQ'D.
- AVAILABLE CURB TO DROP OFF WITHIN SITE - 8 CARS
- WORSHIP SPACE - 270 SEATS 1/2 SPACE PER EA. 6 SEATS = 45 SPACES REQ'D.

DELPHI ACADEMY PARKING OPTION "B"

1" = 30'-0" (ORIGINAL) 2.20.09
BARNES ARCHITECTS, LTD.



FUTURE FENCE ENCLOSED PLAY AREA 1/2-2000 SF.



Zoning Case 09 P-02 CU Establishing Delphi Academy

 Subject Site



0 25 50 100 150 200 Feet

2006 Aerial Photo.
2008 Tax Parcels provided by DuPage County.
Tax parcels are for assessment purposes only.
No guarantee of accuracy should be assumed.

VOW

O-19-2009
AN ORDINANCE AUTHORIZING THE SALE
BY AUCTION AND DISPOSAL 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 or dispose of said personal property.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Elmhurst, DuPage 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:

Vehicle	VIN Number
2000 Ford F-150 Pick-up	1FTRX07W5YKA15574
1994 Isuzu Rodeo	4S2CY58VXR4347185
1990 Toyota Camry DX	4T1SV21E2LU270257

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 or dispose of 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 of 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.

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Elected Officials

7-2-09

COUNCIL ACTION SUMMARY

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

ORIGINATOR: Thomas P. Borchert, City Manager
City Attorney

DESCRIPTION OF SUBJECT MATTER

The City of Elmhurst has been provided a 2000 Ford F-150 Pick-Up VIN#1GBHC34KXLE160051, a 1994 Isuzu Rodeo VIN#JN1HJ01F6RT220485 and a 1990 Toyota Camry DX VIN #4T1SV21E2LU270257 which were seized from drivers under Article 36 Vehicle Forfeiture. These vehicles serve no police or City purpose and should be declared surplus and auctioned by electronic means, and the attached ordinance allows that process to be implemented.

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

09 MR 009

-VS-

2000 FORD

DEFENDANT(S)

AWARD ORDER

File Stamp Here

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

2000
(Year)

FORD
(Make)

1 F T R X 0 7 W 5 Y K A 1 5 5 7 4
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (08-51747) in accordance with 720 ILCS 5/36-2. (SO 08-45176)

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: 06-02-09

41

New (12/04)

AWARD ORDER

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

STATE OF ILLINOIS IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PEOPLE OF THE STATE OF ILLINOIS

CASE NUMBER

09 MR 34

-VS-

1990 TOYOTA

DEFENDANT(S)

AWARD ORDER

File Stamp Here

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 1990 TOYOTA (Year) (Make)

4 T I S V 2 I E 2 L U 2 7 0 2 5 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 (08-49989) in accordance with 720 ILCS 5/36-2. (08-46625)

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: [Signature]
DATE: 06-12-2009

Erim

O - 20 - 2009

**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>	<u>Case Number</u>
2006 Blue Harley-Davidson Street Bob motorcycle	1HD1GX1106K335125	#08-49182
1987 Blue Mazda Pick-up truck	JM2UF1131H0152746	#08-53870

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 there sale.

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 _____, 2009.

Peter P. DiCianni, III, Mayor

Passed this _____ day of _____, 2009.

Ayes: _____ Nays: _____

Patty Spencer, City Clerk

**Copies To All
Elected Officials**

07-02-09

Memo

To: T. Borchert
From: Bob Miklas
CC: Deputy Chief Panico
Date: 6/25/2009
Re: Forfeiture Vehicles

Sir,

This memorandum is to advise you that the City of Elmhurst through the police department has been awarded 2 vehicles that we wish to auction by electronic means (selling on E-Bay). These vehicles were seized under Article 36 Vehicle Forfeiture.

The police department is requesting authorization through ordinance to dispose of the following vehicles:

1. 2006 Blue Harley-Davidson Street Bob motorcycle Mileage 3,682
VIN: 1HD1GX1106K335125
Case No. 08-049182 / 08 MR 1926
2. 1987 Blue Mazda Pick-up truck Mileage 126,841
VIN: JM2UF1131H0152746
Case No. 08-053870 / 09 MR 145

Robert Miklas
Evidence Custodian

R. Miklas #89

Approved

D. Panico

Dominic Panico
Deputy Chief

39

AWARD ORDER

New (12/04)

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

09 MR 145

-vs-

1987 MAZDA

DEFENDANT(S)

AWARD ORDER

File Stamp Here

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 1987 MAZDA
(Year) (Make)
J M 2 U F 1 1 3 1 H 0 1 5 2 7 4 6
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (08-53862)
in accordance with 720 ILCS 5/36-2. (SO 09-795) 53870.

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

ENTER: _____
DATE: 06-23-09

41

New (12/04)

AWARD ORDER

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

08MR 1926

-vs-

2006 HARLEY-DAVIDSON
DEFENDANT(S)

AWARD ORDER

File Stamp Here

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:

- CONTESTED - ATTY F. CAREY**
- Forfeiture Hearing (720 ILCS 5/36-2)
- CLAIMANT T. MARTINEZ**
- Entry of Judgment on Default

Agreed Order of the Parties

Other _____

IT IS HEREBY ORDERED: The listed vehicle, a

2006 HARLEY-DAVIDSON
(Year) (Make)

1 H D 1 G X 1 1 0 6 K 3 3 5 1 2 5
(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17)

1. Vehicle is awarded to ELMHURST POLICE (08-49182)
in accordance with 720 ILCS 5/36-2. (SO 08-43129)

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: 06-17-2009.

O-21-2009

**AN ORDINANCE MAKING APPROPRIATIONS FOR
SPECIAL SERVICE AREA NUMBER FIVE OF THE
CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING
MAY 1, 2009 AND ENDING APRIL 30, 2010**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. City of Elmhurst Special Service Area Number Five has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER FIVE OF THE CITY OF ELMHURST"

adopted and effective October 6, 2003, pursuant to the Special Service Area Tax Law 35 ILCS 200/27-5 et seq. Said Special Service Area Number Five consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the following sums are hereby appropriated to pay the necessary expenses of Special Service Area Number Five for the fiscal period beginning May 1, 2009 and ending April 30, 2010, such appropriations being made for the following objects and purposes:

**APPROPRIATIONS
SPECIAL SERVICE AREA NUMBER FIVE**

	<u>Amount</u> <u>Appropriated</u>	<u>Amount</u> <u>Payable From</u> <u>Other Sources</u>	<u>Amount</u> <u>To Be Raised</u> <u>By Tax Levy</u>
CONTRACTUAL SERVICES			
<u>Account No.</u>			
30-34	Landscaping Maintenance \$ 12,000		\$ 12,000
30-52	Professional Fees 3,750		3,750
30-72	Snow Removal 3,000		3,000
30-49	Postage 75		75
COMMODITIES			
<u>Account No.</u>			
40-98	Other Supplies \$ 100		\$ 100

**Copies To All
Elected Officials**
7-22-09

COUNCIL ACTION SUMMARY

SUBJECT: Appropriation Ordinance for Special Service Area Number Five
(Virginia Lane Townhomes)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

As the Council will recall, Special Service Area Number Five was established in October 2003 to provide special municipal services to said area in addition to services provided to the City generally. Such special services include services in connection with the repair, maintenance and upkeep of property and the exterior of multiple-family structures in the Special Service Area, the provision of parking in and for said area, the enforcement of traffic and other laws and ordinances on private property, more extensive parkway maintenance and beautification other than is provided to other portions of the City and other related services in connection with the improvement, repair and maintenance of housing stock which is located within Special Service Area Number Five.

As a special service area is a separate taxing district within the City, it is necessary to have a separate appropriation ordinance. It is necessary that the appropriation ordinance be passed by the City Council and filed with the County Clerk not later than July 31, 2009. An ordinance appropriating those funds necessary to provide the services described above is attached for Council consideration.

AN ORDINANCE MAKING APPROPRIATIONS FOR
SPECIAL SERVICE AREA NUMBER SIX OF THE
CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING
MAY 1, 2009 AND ENDING APRIL 30, 2010

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU
PAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

Section 1. Findings. City of Elmhurst Special Service Area Number Six has been
created by an ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER SIX OF
THE CITY OF ELMHURST"

adopted November 15, 2004 and effective as of November 16, 2004, pursuant to the Special
Service Area Tax Law 35 ILCS 200/27-5 et seq. Said Special Service Area Number Six consists
of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to
levy taxes for the special services in said Special Service Area.

Section 2. That the following sums are hereby appropriated to pay the necessary
expenses of Special Service Area Number Six for the fiscal period beginning May 1, 2009 and
ending April 30, 2010, such appropriations being made for the following objects and purposes:

APPROPRIATIONS
SPECIAL SERVICE AREA NUMBER SIX

		<u>Amount</u> <u>Appropriated</u>	<u>Amount</u> <u>Payable from</u> <u>Other Sources</u>	<u>Amount</u> <u>To Be Raised</u> <u>by Tax Levy</u>
PERSONAL SERVICES				
<u>Acct. No.</u>				
10-02	Salaries	\$117,000		\$117,000
CONTRACTUAL SERVICES				
<u>Acct. No.</u>				
30-24	Utilities	\$ 4,000		\$ 4,000
30-49	Postage	2,500		2,500
30-52	Professional Fees	29,350		29,350
30-75	Telephone	5,000		5,000
30-98	Maintenance	5,000		5,000
30-98	Rent	20,000		20,000

Copies To All
Elected Officials
7-02-09

COUNCIL ACTION SUMMARY

SUBJECT: Appropriation Ordinance for Special Service Area Number Six
(Elmhurst City Centre – Downtown Marketing/Promotion)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

As the Council will recall, Special Service Area Number Six was established in November 2004 to provide special services to said area in addition to services provided by the City generally. Such special services include the promotion and marketing of businesses in the special service area, more frequent street and sidewalk sweeping than is provided to other portions of the City, additional or more extensive seasonal decorations than is provided to other portions of the City and other related services in connection with the promotion of the Central Business District.

As a special service area is a separate taxing district within the City, it is necessary to have a separate appropriation ordinance. It is necessary that the appropriation ordinance be passed by the City Council and filed with the County Clerk not later than July 31, 2009. An ordinance appropriating those funds necessary to provide the services described above is attached for Council consideration.

VOW

O-23-2009

AN ORDINANCE MAKING APPROPRIATIONS FOR
SPECIAL SERVICE AREA NUMBER SEVEN OF THE
CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING
MAY 1, 2009 AND ENDING APRIL 30, 2010

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DU
PAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

Section 1. Findings. City of Elmhurst Special Service Area Number Seven has been
created by an ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER SEVEN
OF THE CITY OF ELMHURST"

adopted November 15, 2004 and effective as of November 16, 2004, pursuant to the Special
Service Area Tax Law 35 ILCS 200/27-5 et seq. Said Special Service Area Number Seven
consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now
authorized to levy taxes for the special services in said Special Service Area.

Section 2. That the following sums are hereby appropriated to pay the necessary
expenses of Special Service Area Number Seven for the fiscal period beginning May 1, 2009 and
ending April 30, 2010, such appropriations being made for the following objects and purposes:

APPROPRIATIONS
SPECIAL SERVICE AREA NUMBER SEVEN

		<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
		<u>Appropriated</u>	<u>Payable from</u>	<u>To Be Raised</u>
			<u>Other Sources</u>	<u>by Tax Levy</u>
PERSONAL SERVICES				
<u>Acct. No.</u>				
10-02	Salaries	\$ 55,000		\$ 55,000
CONTRACTUAL SERVICES				
<u>Acct. No.</u>				
30-52	Professional Fees	\$ 6,500		\$ 6,500
30-72	Snow Removal	50,000		50,000
30-98	Maintenance/ Improvements	3,000		3,000

Copies To All
Elected Officials

7-02-09

COUNCIL ACTION SUMMARY

SUBJECT: Appropriation Ordinance for Special Service Area Number Seven
(Elmhurst City Centre – Downtown Services)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

As the Council will recall, Special Service Area Number Seven was established in November 2004 to provide special services to said area in addition to services provided by the City generally. Such special services include more frequent street and sidewalk sweeping than is provided to other portions of the City, additional or more extensive seasonal decorations than is provided to other portions of the City and other related services in connection with the maintenance and beautification of the Central Business District.

As a special service area is a separate taxing district within the City, it is necessary to have a separate appropriation ordinance. It is necessary that the appropriation ordinance be passed by the City Council and filed with the County Clerk not later than July 31, 2009. An ordinance appropriating those funds necessary to provide the services described above is attached for Council consideration.

Epin

O-24-2009

**AN ORDINANCE MAKING APPROPRIATIONS FOR
SPECIAL SERVICE AREA NUMBER EIGHT OF THE
CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING
MAY 1, 2009 AND ENDING APRIL 30, 2010**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. City of Elmhurst Special Service Area Number Eight has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER EIGHT OF THE CITY OF ELMHURST"

adopted and effective February 20, 2006, pursuant to the Special Service Area Tax Law 35 ILCS Section 200/27-5 et seq. Said Special Service Area Number Eight consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the following sums are hereby appropriated to pay the necessary expenses of Special Service Area Number Eight for the fiscal period beginning May 1, 2009 and ending April 30, 2010, such appropriations being made for the following objects and purposes:

**APPROPRIATIONS
SPECIAL SERVICE AREA NUMBER EIGHT**

	<u>Amount Appropriated</u>	<u>Amount Payable from Other Sources</u>	<u>Amount To Be Raised by Tax Levy</u>
DEBT SERVICE			
<u>Account No.</u>			
90-01 Repayment of Loan to Capital Improvement Fund	\$24,500		\$24,500
Total Appropriations	\$24,500		\$24,500

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

SECTION 4. The City Clerk is hereby authorized and directed to file this Ordinance in the Office of the DuPage County Clerk and the Office of the Cook County Clerk on or before the time required by law.

**Copies To All
Elected Officials**
7-22-09

COUNCIL ACTION SUMMARY

SUBJECT: Appropriation Ordinance for Special Service Area Number Eight
(Babcock Avenue between West and Garden Avenues)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

As the Council will recall, Special Service Area Number Eight was established in February 2006 to provide special municipal services to said area in addition to services provided to the City generally. Such special services include but are not limited to the installation/construction of public sidewalks and improvements and appurtenances relating thereto. Since the City provided the total initial funding for the project, the funds appropriated and taxes levied for Special Service Area Number Eight are for the sole purpose of repaying the Capital Improvement Fund for the property owners' share of the initial funding. This special service area will exist for a period of five years.

As a special service area is a separate taxing district within the City, it is necessary to have a separate appropriation ordinance. It is necessary that the appropriation ordinance be passed by the City Council and filed with the County Clerk not later than July 31, 2009. An ordinance appropriating those funds necessary to provide for the repayment to the City of the owners' share of the cost of the sidewalk project described above is attached for Council consideration.

Erien

O-25-2009

**AN ORDINANCE MAKING APPROPRIATIONS FOR
SPECIAL SERVICE AREA NUMBER NINE OF THE
CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING
MAY 1, 2009 AND ENDING APRIL 30, 2010**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. City of Elmhurst Special Service Area Number Nine has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER NINE OF THE CITY OF ELMHURST"

adopted and effective April 16, 2007, pursuant to the Special Service Area Tax Law 35 ILCS 200/27-5 et seq. Said Special Service Area Number Nine consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the following sums are hereby appropriated to pay the necessary expenses of Special Service Area Number Nine for the fiscal period beginning May 1, 2009 and ending April 30, 2010, such appropriations being made for the following objects and purposes:

**APPROPRIATIONS
SPECIAL SERVICE AREA NUMBER NINE**

	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
	<u>Appropriated</u>	<u>Payable from</u>	<u>To Be Raised</u>
		<u>Other Sources</u>	<u>by Tax Levy</u>

DEBT SERVICE

<u>Account No.</u>			
90-01	Repayment of Loan to Capital Improvement Fund	\$7,380	\$7,380
	Total Appropriations	\$7,380	\$7,380

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

SECTION 4. The City Clerk is hereby authorized and directed to file this Ordinance in the Office of the DuPage County Clerk and the Office of the Cook County Clerk on or before the time required by law.

**Copies To All
Elected Officials**
7-22-09

COUNCIL ACTION SUMMARY

SUBJECT: Appropriation Ordinance for Special Service Area Number Nine
(Dorchester Avenue between Riverside Drive and Butterfield Frontage Road)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

As the Council will recall, Special Service Area Number Nine was established in April 2007 to provide special municipal services to said area in addition to services provided to the City generally. Such special services include but are not limited to the installation/construction of public sidewalks and improvements and appurtenances relating thereto. Since the City provided the total initial funding for the project, the funds appropriated and taxes levied for Special Service Area Number Nine are for the sole purpose of repaying the Capital Improvement Fund for the property owners' share of the initial funding. This special service area will exist for a period of five years.

As a special service area is a separate taxing district within the City, it is necessary to have a separate appropriation ordinance. It is necessary that the appropriation ordinance be passed by the City Council and filed with the County Clerk not later than July 31, 2009. An ordinance appropriating those funds necessary to provide for the repayment to the City of the owners' share of the cost of the sidewalk project described above is attached for Council consideration.

Ejin

**O-26-2009
AN ORDINANCE MAKING APPROPRIATIONS FOR
SPECIAL SERVICE AREA NUMBER TEN OF THE
CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING
MAY 1, 2009 AND ENDING APRIL 30, 2010**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. City of Elmhurst Special Service Area Number Ten has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER
TEN OF THE CITY OF ELMHURST"

adopted and effective July 2, 2007, pursuant to the Special Service Area Tax Law 35 ILCS 200/27-5 et seq. Said Special Service Area Number Ten consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the following sums are hereby appropriated to pay the necessary expenses of Special Service Area Number Ten for the fiscal period beginning May 1, 2009 and ending April 30, 2010, such appropriations being made for the following objects and purposes:

**APPROPRIATIONS
SPECIAL SERVICE AREA NUMBER TEN**

	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>
	<u>Appropriated</u>	<u>Payable from</u>	<u>To Be Raised</u>
		<u>Other Sources</u>	<u>by Tax Levy</u>
DEBT SERVICE			
<u>Account No.</u>			
90-01 Repayment of Loan to Capital Improvement Fund	\$9,592		\$9,592
Total Appropriations	\$9,592		\$9,592

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

SECTION 4. The City Clerk is hereby authorized and directed to file this ordinance in the Office of the DuPage County Clerk and the Office of the Cook County Clerk on or before the time required by law.

**Copies To All
Elected Officials**
7-02-09

COUNCIL ACTION SUMMARY

SUBJECT: Appropriation Ordinance for Special Service Area Number Ten
(Belden Avenue between West and Garden Avenues)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Special Service Area Number Ten was established in July 2007 to provide special municipal services to said area in addition to services provided to the City generally. Such special services include but are not limited to the installation/construction of public sidewalks and improvements and appurtenances relating thereto. Since the City provided the total initial funding for the project, the funds appropriated and taxes levied for Special Service Area Number Ten are for the sole purpose of repaying the Capital Improvement Fund for the property owners' share of the initial funding. This special service area will exist for a period of ten years.

As a special service area is a separate taxing district within the City, it is necessary to have a separate appropriation ordinance. It is necessary that the appropriation ordinance be passed by the City Council and filed with the County Clerk not later than July 31, 2009. An ordinance appropriating those funds necessary to provide for the repayment to the City of the owners' share of the cost of the sidewalk project described above is attached for Council consideration.

Elin

O-27-2009

**AN ORDINANCE MAKING APPROPRIATIONS FOR
SPECIAL SERVICE AREA NUMBER ELEVEN OF THE
CITY OF ELMHURST FOR THE FISCAL YEAR BEGINNING
MAY 1, 2009 AND ENDING APRIL 30, 2010**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1. Findings. City of Elmhurst Special Service Area Number Eleven has been created by an Ordinance entitled:

"AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA NUMBER ELEVEN OF THE CITY OF ELMHURST"

adopted and effective December 15, 2008, pursuant to the Special Service Area Tax Law 35 ILCS 200/27-5 et seq. Said Special Service Area Number Eleven consists of the territory described in the ordinance aforesaid. The City of Elmhurst is now authorized to levy taxes for special services in said Special Service Area.

SECTION 2. That the following sums are hereby appropriated to pay the necessary expenses of Special Service Area Number Eleven for the fiscal period beginning May 1, 2009 and ending April 30, 2010, such appropriations being made for the following objects and purposes:

**APPROPRIATIONS
SPECIAL SERVICE AREA NUMBER ELEVEN.**

	<u>Amount Appropriated</u>	<u>Amount Payable from Other Sources</u>	<u>Amount To Be Raised by Tax Levy</u>
DEBT SERVICE			
<u>Account No.</u>			
90-01 Repayment of Loan to Capital Improvement Fund	\$ 3,729		\$ 3,729
Total Appropriations	\$ 3,729		\$ 3,729

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

SECTION 4. The City Clerk is hereby authorized and directed to file this Ordinance in the Office of the DuPage County Clerk and the Office of the Cook County Clerk on or before the time required by law.

**Copies To All
Elected Officials**

5-22-09

COUNCIL ACTION SUMMARY

SUBJECT: Appropriation Ordinance for Special Service Area Number Eleven
(Willow Road between Gladys and Crestview Avenues)

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

Special Service Area Number Eleven was established in December 2008 to provide special municipal services to said area in addition to services provided to the City generally. Such special services include but are not limited to the installation/construction of public sidewalks and improvements and appurtenances relating thereto. Since the City provided the total initial funding for the project, the funds appropriated and taxes levied for Special Service Area Number Eleven are for the sole purpose of repaying the Capital Improvement Fund for the property owners' share of the initial funding. This special service area will exist for a period of ten years.

As a special service area is a separate taxing district within the City, it is necessary to have a separate appropriation ordinance. It is necessary that the appropriation ordinance be passed by the City Council and filed with the County Clerk not later than July 31, 2009. An ordinance appropriating those funds necessary to provide for the repayment to the City of the owners' share of the cost of the sidewalk project described above is attached for Council consideration.



CITY OF ELMHURST

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

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

June 24, 2009

TO: Mayor DiCianni and Members of the City Council

RE: **Case Number 09P-03 / Real Estate Elmhurst LLC request for Map Amendment**
Request for Map Amendment (Rezoning) from CR Conservation/Recreation to any of the four following Zoning District Classifications: R4 Limited General Residence, C1 Local Shopping District, C2 Community Shopping and Service District or C3 General Commercial District for the purpose of creating an economically viable use for the property. The common address is 621 W. North Avenue (formerly 313 N. Route 83).

The Development, Planning and Zoning Committee met on June 8 and June 22, 2009 to review the information regarding the subject request. The Committee reviewed the Zoning & Planning Commission recommendation and findings of fact report, application documents from the petitioner, and the transcript of the public hearing. The applicant, Real Estate Elmhurst LLC, is requesting a map amendment (rezoning) to provide economic viability for the property.

The DPZ Committee discussed this request's background, history and location at length, especially regarding the zoning classification in the early 1990's and the status of property ownership. They also reviewed at length the City's denial of the 2006 "Gables of Elmhurst" application for this property, which included a similar rezoning request.

The legal aspects of this particular application prompted the DPZ Committee to meet twice in executive session to discuss potential litigation matters associated with the zoning.

The DPZ then reviewed possible uses and implications associated with each of the four zoning districts under consideration, in light of the Zoning and Planning Commission recommendation and findings and consistent with the City Code standards for map amendments. They also discussed the adjacent single-family neighborhood and its relationship to this site, the adjacent commercial sites (which have already been redeveloped), and the four zoning districts. The DPZ identified the following points regarding these issues:

- While R-4 had been previously discussed as a zoning district that would "protect" the adjacent neighborhood, no landscape buffer or fencing is required between R-4 and R-1 Districts. However, commercial districts such as C-2 require a landscape buffer or fencing adjacent to the residential area.
- With R-4 zoning, parking for an adjacent commercial site would be allowed as a conditional use. However, even though the idea of using this site to provide additional parking for the

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Elected Officials

7-02-09

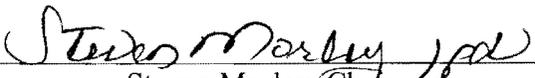
adjacent commercial site was supported, there is no guarantee that the property owner would use the site for parking. Multi-family housing could be developed on the subject site with this zoning district.

- Currently, there is significant demand for parking on the adjacent commercial site due to tenant X-Sport Fitness. However, tenants, uses, and parking demand are all subject to change over time. The adjacent site was developed with parking that meets applicable zoning requirements.
- While the site was zoned multi-family prior to the City's comprehensive zoning amendments in the early 1990's, conditions in the area have changed, prompting a different approach to zoning designation for the subject site.

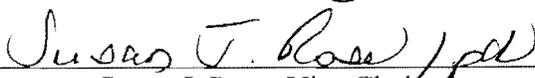
The DPZ Committee also noted that designating the site as R-4 would potentially constitute spot zoning, as no nearby districts have this classification. However, the Committee noted that designating the site as C-2 would match the adjacent commercial site and other nearby parcels along North Ave. The Committee also noted that City Staff supported the C-2 zoning designation.

In conclusion, the Development, Planning and Zoning Committee recommends a map amendment to designate this site as C-2 Commercial. The City Attorney is hereby directed to prepare the necessary documents for City Council approval.

Respectfully submitted,
DEVELOPMENT PLANNING AND ZONING COMMITTEE



Steven Morley, Chairman



Susan J. Rose, Vice Chairman

Norman Leader, Alderman 2nd Ward



SUBJECT SITE
ZONING CASE 09 P-03
REAL ESTATE ELMHURST, LLC

R - 13 - 2009

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
THE CITY OF ELMHURST, ILLINOIS, AND ARCO/MURRAY NATIONAL
CONSTRUCTION COMPANY, INC. FOR PRELIMINARY DUE DILIGENCE
INVESTIGATION, PRELIMINARY SITE PREPARATION INCLUDING DEMOLITION
AND EXCAVATION FOR THE FIRST STREET PARKING DECK SITE, 175 WEST
FIRST STREET, ELMHURST, ILLINOIS**

**PASSED AND APPROVED BY
THE MAYOR AND CITY COUNCIL
THE 6TH DAY OF JULY 2009**

**Copies To All
Elected Officials**

7-02-09

Inc. for the preliminary due diligence investigations and preliminary site preparation of the First Street parking deck site located at 175 West First Street, Elmhurst, Illinois, with a guaranteed maximum price of One Hundred Seventy-Six Thousand One Hundred Twenty-Three Dollars (\$176,123.00) (the "Contract");

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Elmhurst, DuPage County, 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 waive the procedure prescribed for competitive bidding and enter into the Contract, which Contract is attached hereto as Exhibit "A," for preliminary due diligence investigations and preliminary site preparation including demolition and excavation for the First Street parking deck site located at 175 West First Street, Elmhurst, Illinois, with a guaranteed maximum price of One Hundred Seventy-Six Thousand One Hundred Twenty-Three Dollars (\$176,123.00).

Section 3: The corporate authorities of the City hereby approve the Contract and the Mayor be and is hereby authorized and directed to execute, and the City Clerk be and is hereby authorized and directed to attest, on behalf of the City, the Contract by and between the City and ARCO/Murray National Construction Company, Inc. in substantially the form attached hereto as Exhibit "A," with such changes therein as may be approved by the officials executing the same; their execution thereof shall constitute conclusive evidence of their approval of the same

Exhibit A

**CONTRACT BETWEEN THE CITY OF ELMHURST, ILLINOIS, AND ARCO/MURRAY
NATIONAL CONSTRUCTION COMPANY, INC. FOR PRELIMINARY DUE
DILIGENCE INVESTIGATION, PRELIMINARY SITE PREPARATION INCLUDING
DEMOLITION AND EXCAVATION FOR THE FIRST STREET PARKING DECK SITE,
175 WEST FIRST STREET, ELMHURST, ILLINOIS**

CITY OF ELMHURST
DUPAGE COUNTY, ILLINOIS
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
PRELIMINARY DUE DILIGENCE INVESTIGATION, PRELIMINARY SITE
PREPARATION INCLUDING DEMOLITION AND EXCAVATION
FIRST STREET PARKING DECK SITE
175 WEST FIRST STREET, ELMHURST, ILLINOIS

OFFICE OF THE CITY MANAGER
209 NORTH YORK ROAD
ELMHURST, ILLINOIS 60126
(630) 530-3010
(630) 530-3014 FAX
tom.borchert@elmhurst.org

CONTRACT

This Contract made this ___ day of June, 2009 between the City of Elmhurst, the City, and ARCO/Murray National Construction Company, Inc., the Contractor, for (i) the preliminary due diligence investigations, and (ii) preliminary site preparation of the site located at 175 West First Street, Elmhurst, Illinois.

The City and Contractor hereby agree as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to be made Contractor, the City and the Contractor agree that the Contractor shall furnish all materials and labor necessary to complete the Work in full compliance with all of the terms and the requirements of this Contract and in strict compliance with any Change Orders executed by the City and Contractor after full execution of this Contract, the Specifications, General Conditions, Special Provisions and Contract Bond and exhibits attached hereto and incorporated herein by this reference, each of which are essential documents of and made a part of this Contract (collectively, "Contract Documents"). To the extent that the terms of the Special Provisions differ from the terms of any other Contract Document, the terms of the Special Provisions shall control.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the work, at the unit prices set forth below or where allowances are set forth below, at the actual cost, with a guaranteed maximum price of One Hundred Seventy Six Thousand One Hundred Twenty Three (\$176,123.00).

Description	Sub-Unit Price	Unit Price	Total
Due Diligence Investigations			
Phase I Environmental Audit		\$2,200.00	
Phase II Environmental Audit (Allowance)		\$7,500.00	
Geotechnical Investigation		\$9,800.00	
Pressure Meter Testing (Allowance)		\$8,000.00	
Asbestos Inspection		\$ 795.00	
General Conditions - Project Manager (Allowance -2 weeks)	\$6,6000.00		
General Conditions - Project Manager (Allowance - cell phone)	\$ 105.00		
General Conditions - Project Manager (Allowance - travel)	\$ 105.00		
General Conditions -- Total		\$6,810.00	

General Conditions Sanitary (Allowance)	\$ 450.00	
General Conditions – Dumpsters (Allowance)	\$ 450.00	
General Conditions - Project Manager & Field Superintendent Travel (Allowance)	\$ 750.00	
General Conditions - Total		\$29,075.00

Contract – Page 2

Description	Sub-Unit Price	Unit Price	Total
Preliminary Site Preparation Subtotal - Estimated Subtotal			\$118,325.00
Office Overhead (3.5% of Preliminary Site Preparation Subtotal - Estimated Amount)		3.5%	\$ 4,140.00
Preliminary Site Preparation & Office Overhead Subtotal - Estimated Subtotal			\$122,465.00
Insurance (1.25% of Preliminary Site Preparation & Office Overhead Subtotal) - Estimated Amount		\$1.25%	\$ 1,530.00
Fee (4.5% of Preliminary Site Preparation & Office Overhead Subtotal) - Estimated Amount		\$4.5%	\$ 5,510.00
Preliminary Site Preparation Total - Estimated Total			\$129,505.00
Guaranteed Maximum Price			\$176,123.00

3. **Contract Time.** The Work will commence upon the later of: (i) the execution of the Contract by the City and the Contractor, and (ii) delivery of possession of the site from the current tenant to the City (“Commencement”). The Contractor shall complete the Work within sixty (60) calendar days of the Commencement of the work unless an extension of time is granted or required in accordance with the Specifications.

4. **Progress Payments.** On or before the 30th 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. **Prevailing Wages.** The Contractor shall pay prevailing wages in accordance with the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). The Contractor shall initially pay wages according to the Du Page County Prevailing Wage Schedule attached hereto as Exhibit I and incorporated herein by this

General Conditions - Page 1

Phone: 630-519-9100
Fax:
Email: bdannegger@arcomurray.com

With a copy to: Nancy P. Inman
Legal Counsel
ARCO/Murray National Construction Company, Inc.
1750 South Brentwood Blvd.
St. Louis, MO 63144
Phone: 314-963-0715
Fax: 314-963-0715
Email: ninman@arco1.com

c. Either party may change its mailing address or other contract information 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.

8. **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. 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.

9. **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: ARCO/Murray National Construction Company, Inc.

By: _____
Peter DiCianni, Mayor

By: _____
Brad Danegger, Vice President

Attest:

Attest:

By: _____

By: _____

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Authorizing the Execution of an Agreement Between the City of Elmhurst, Illinois, and ARCO/Murray National Construction Company, Inc. for Preliminary Due Diligence Investigation, Preliminary Site Preparation Including Demolition and Excavation for the First Street Parking Deck Site, 175 West First Street, Elmhurst, Illinois

ORIGINATOR: City Attorney

DESCRIPTION OF SUBJECT MATTER:

On Monday, June 8, 2009, the Public Works and Buildings Committee recommended to the City Council that the City enter into a contract with ARCO/Murray National Construction Company, Inc. for the preliminary due diligence investigations and preliminary site preparation for the First Street Parking Deck Site to be located at 175 West First Street, Elmhurst, Illinois. On Monday, June 15, 2009, the City Council approved the Public Works and Buildings Committee recommendation and directed the City Attorney to prepare a contract for the preliminary due diligence investigations and preliminary site preparation. Contract negotiations were thereafter undertaken with ARCO/Murray National Construction Company, Inc.

The proposed contract sets forth the unit prices for each element of work and provides for a guaranteed maximum price of \$176,123.00. When the City acquired 175 West First Street it established a sixty-day escrow of funds for environmental remediation costs. The sixty-day period began to run on June 21, 2009. The City is unable to competitively bid the preliminary due diligence investigation work due to the length of time required for that process. In order to determine whether environmental remediation claims exist within the sixty-day time period, it is necessary to waive competitive bidding. Section 3.20 of the Elmhurst Municipal Code permits the waiver of competitive bidding for professional services or by a vote of two-thirds of the aldermen holding office (ten of fourteen aldermen). Because ARCO/Murray National Construction Company, Inc. is providing demolition and excavation as part of the preliminary site preparation work, it is questionable whether the contract is entirely related to professional services; therefore, it is the recommendation of the City Attorney that the contract be approved by at least ten of the fourteen aldermen.

The resolution authorizing the execution of the contract is included for the City Council's consideration.

CITY OF ELMHURST
DUPAGE COUNTY, ILLINOIS
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
PRELIMINARY DUE DILIGENCE INVESTIGATION, PRELIMINARY SITE
PREPARATION INCLUDING DEMOLITION AND EXCAVATION
FIRST STREET PARKING DECK SITE
175 WEST FIRST STREET, ELMHURST, ILLINOIS

OFFICE OF THE CITY MANAGER
209 NORTH YORK ROAD
ELMHURST, ILLINOIS 60126
(630) 530-3010
(630) 530-3014 FAX
tom.borchert@elmhurst.org

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DRAFT

CONTRACT

This Contract made this ___ day of June, 2009 between the City of Elmhurst, the City, and ARCO/Murray National Construction Company, Inc., the Contractor, for (i) the preliminary due diligence investigations, and (ii) preliminary site preparation of the site located at 175 West First Street, Elmhurst, Illinois.

The City and Contractor hereby agree as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the City to be made Contractor, the City and the Contractor agree that the Contractor shall furnish all materials and labor necessary to complete the Work in full compliance with all of the terms and the requirements of this Contract and in strict compliance with any Change Orders executed by the City and Contractor after full execution of this Contract, the Specifications, General Conditions, Special Provisions and Contract Bond and exhibits attached hereto and incorporated herein by this reference, each of which are essential documents of and made a part of this Contract (collectively, "Contract Documents"). To the extent that the terms of the Special Provisions differ from the terms of any other Contract Document, the terms of the Special Provisions shall control.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the work, at the unit prices set forth below or where allowances are set forth below, at the actual cost, with a guaranteed maximum price of One Hundred Seventy Six Thousand One Hundred Twenty Three (\$176,123.00).

Description	Sub-Unit Price	Unit Price	Total
Due Diligence Investigations			
Phase I Environmental Audit		\$2,200.00	
Phase II Environmental Audit (Allowance)		\$7,500.00	
Geotechnical Investigation		\$9,800.00	
Pressure Meter Testing (Allowance)		\$8,000.00	
Asbestos Inspection		\$ 795.00	
General Conditions - Project Manager (Allowance -2 weeks)	\$6,600.00		
General Conditions - Project Manager (Allowance - cell phone)	\$ 105.00		
General Conditions - Project Manager (Allowance - travel)	\$ 105.00		
General Conditions – Total		\$6,810.00	

Description	Sub-Unit Price	Unit Price	Total
Due Diligence Subtotal - Estimated Subtotal			\$35,105.00
Office Overhead (3.5% of Due Diligence Subtotal) - Estimated Amount		3.5%	\$ 1,230.00
Due Diligence & Office Overhead Subtotal - Estimated Subtotal			\$36,335.00
Insurance (1.25% of Due Diligence & Office Overhead Subtotal) - Estimated Amount		1.25%	\$ 455.00
Fee (4.5% of Due Diligence & Office Overhead Subtotal) - Estimated Amount		4.5%	\$ 1,635.00
Due Diligence Investigations Total - Estimated Subtotal			\$38,425.00
Preliminary Site Preparation			
Demolition Drawings		\$ 1,500.00	
Saw Cut Curb		\$ 1,200.00	
Building and Asphalt Demolition		\$52,250.00	
Excavation Siltation Control		\$33,500.00	
Security Fencing / Screening		\$ 8,000.00	
General Conditions - Indirect Material Costs (Allowance)	\$ 1,400.00		
General Conditions - Project Signage (Allowance)	\$ 650.00		
General Conditions - Truck Lease (Allowance - 3 weeks)	\$ 750.00		
General Conditions - Project Executive (Allowance - 2 weeks)	\$ 3,250.00		
General Conditions - Project Manager (Allowance - 2 weeks)	\$ 6,600.00		
General Conditions - Project Engineer (Allowance - 2 weeks)	\$ 3,250.00		
General Conditions - Field Superintendent (Allowance - 3 weeks)	\$11,250.00		
General Conditions Water (Allowance)	\$ 275.00		

General Conditions Sanitary (Allowance)	\$ 450.00		
General Conditions – Dumpsters (Allowance)	\$ 450.00		
General Conditions - Project Manager & Field Superintendent Travel (Allowance)	\$ 750.00		
General Conditions - Total		\$29,075.00	

Contract – Page 2

Description	Sub-Unit Price	Unit Price	Total
Preliminary Site Preparation Subtotal - Estimated Subtotal			\$118,325.00
Office Overhead (3.5% of Preliminary Site Preparation Subtotal - Estimated Amount)		3.5%	\$ 4,140.00
Preliminary Site Preparation & Office Overhead Subtotal - Estimated Subtotal			\$122,465.00
Insurance (1.25% of Preliminary Site Preparation & Office Overhead Subtotal) - Estimated Amount		\$1.25%	\$ 1,530.00
Fee (4.5% of Preliminary Site Preparation & Office Overhead Subtotal) - Estimated Amount		\$4.5%	\$ 5,510.00
Preliminary Site Preparation Total - Estimated Total			\$129,505.00
Guaranteed Maximum Price			\$176,123.00

3. **Contract Time.** The Work will commence upon the later of: (i) the execution of the Contract by the City and the Contractor, and (ii) delivery of possession of the site from the current tenant to the City (“Commencement”). The Contractor shall complete the Work within sixty (60) calendar days of the Commencement of the work unless an extension of time is granted or required in accordance with the Specifications.

4. **Progress Payments.** On or before the 30th 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. **Prevailing Wages.** The Contractor shall pay prevailing wages in accordance with the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). The Contractor shall initially pay wages according to the Du Page County Prevailing Wage Schedule attached hereto as Exhibit I and incorporated herein by this

General Conditions - Page 1

reference. Whenever the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the City, the revised rate shall apply to this Contract. The City will notify the Contractor and each subcontractor of the revised rate.

6. **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.

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, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via email, with a confirming fax or overnight delivery, addressed to the above parties as follows:

Contract – Page3

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. Thomas P. Borchert, City Manager

b. If to Contractor:

Contractor's Representative:
ARCO/Murray National Construction Company, Inc.
One Oakbrook Terrace
Oakbrook Terrace, Illinois 60181
Attn: Lee Stellakis Project Manager
Phone: 630-519-9100
Fax:
Email: lstellakis@arcomurray.com

Contractor's Senior Representative:
ARCO/Murray National Construction Company, Inc.
One Oakbrook Terrace
Oakbrook Terrace, Illinois 60181
Attn: Brad Dannegger, Vice President

General Conditions - Page 1

Phone: 630-519-9100
Fax:
Email: bdannegger@arcomurray.com

With a copy to: Nancy P. Inman
Legal Counsel
ARCO/Murray National Construction Company, Inc.
1750 South Brentwood Blvd.
St. Louis, MO 63144
Phone: 314-963-0715
Fax: 314-963-0715
Email: ninman@arco1.com

c. Either party may change its mailing address or other contract information 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.

8. **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. 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.

9. **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: ARCO/Murray National Construction Company, Inc.

By: _____
Peter DiCianni, Mayor

By: _____
Brad Dannegger, Vice President

Attest:

Attest:

By: _____

By: _____

GENERAL CONDITIONS

The following General Conditions govern performance of the work. In case of conflict with any part, or parts, of said General Conditions, the Special Provisions hereinafter set forth shall take precedence and shall govern.

SECTION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 101. DEFINITION OF TERMS

Wherever in these Specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101.01 Abbreviations. Wherever the following abbreviations are used in these Specifications or on the plans, they are to be construed the same as the respective expressions represented:

AWWA	American Water Works Association
ASTM	American Society for Testing and Materials
IEPA	Illinois Environmental Protection Agency
ISO	Insurance Services Organization
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association

NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories
USASI	United States of America Standards Institute

101.02 Calendar Day. Every day shown on the calendar.

101.03 Cataclysmic Event. An occurrence, caused exclusively by any of the irresistible forces of nature, that is an unexpected, singular event without continued, persistent existence or that is irregularly predictable. The event must occur without the involvement of human causative action, and must not be preventable or capable substantial limitation in its impact by application of human care, skill or foresight. Cataclysmic events include earthquakes, floods, flash floods of surface water caused by heavy rains and runoff water, tornadoes or other cataclysmic phenomena of nature. A flood, defined as water elevation in excess of the channel capacity of a river, stream or other body of water is not a cataclysmic event unless the flood water elevation exceeds the 100 year flood elevation as defined in the contract.

101.04 Contract. The written Agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Contract includes the Contract Documents, all of which constitute one instrument.

101.5 Contract Bond. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will execute the work according to the terms of the contract.

101.6 Contract Time. The number of calendar days allowed for completion of the Work, authorized time extensions as required or permitted herein.

101.7 Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the City for performance of prescribed work.

101.7A

101.8 Contractor's Representative: The Contractor's Representative shall be Lee Stellakis, serving as the Project Manager for Contractor.

101.9 Director of Public Works and Services. The City of Elmhurst Director of Public Works and Services, acting as the authorized representative of the City of Elmhurst City Manager in immediate charge of the project.

101.10 Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

101.11 Hazardous Conditions. *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements (as hereinafter defined), or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

101.12 Extra Work. An item of work not provided for in the contract as awarded but found essential and germane to the satisfactory completion of the contract within its intended scope as determined by the City Manager.

101.13 Materials. Any substances specified for use in the construction of the project and its appurtenances.

101.14 Pay Item. A specifically described unit of Work for which a price is provided in the Contract.

101.15 Special Provisions. Additions and revisions to the Specifications covering conditions peculiar to an individual contract.

101.16 Specifications. The body of directions, provisions, and requirements contained herein, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing and paying for the work, the quantities, and the quality of materials to be furnished under the contract.

101.17 Subcontractor. An individual, firm, partnership, or corporation who, with the written consent of the City Manager, assumes obligation for performing specified Work.

101.18 Surety. The corporation, partnership, or individual, other than the Contractor, executing the Contract Bond.

101.19 City. The City of Elmhurst.

101.20 City Manager. The City of Elmhurst City Manager.

101.21 Work. Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the Contract. Work may also be used in context to describe, in whole or in part, the completed facilities to be constructed, altered or removed, as detailed in the Contract. The City Manager will have exclusive authority to determine the intent and meaning of the usage of this term wherever it appears in the Contract.

SECTION 102. CONTRACT REQUIREMENTS

102.01 Familiarity with Contract Requirements. Prior to execution of the contract, the Contractor:

(a) carefully examined the provisions of the Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the Contract and become fully acquainted with the detailed requirements of the Work;

(b) conclusively assures and warrants to the City that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the Work;

(c) agrees to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to made these examinations or gain an understanding of the Contract requirements; and

(d) shall be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations or gain an understanding of the Contract requirements.

102.02 Certifications. The executed Contract shall be accompanied by a Contractor's Certification in the form attached hereto as Exhibit B. The Contractor shall certify the following:

(a) **Illinois Taxes.** The Contractor shall certify that if it is a partnership, that it is, and its general partners are and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are, not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

(b) **Bid Rigging.** The Contractor shall certify that, if it is a partnership, that it has, and its general partners have and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

(c) **Drug-free Workplace.** The Contractor shall certify that it 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:

1. abide by the terms of the statement; and

2. 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;
- (C) Making it a requirement to give a copy of the statement required by subparagraph 102(c)(1) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
- (3) Notifying the City within ten (10) days after receiving notice under subparagraph 102(c)(1)(c)2 from an employee or otherwise receiving actual notice of such conviction;
 - (4) 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;
 - (5) 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;
 - (6) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- (d) **Educational Loan.** The Contractor shall certify that if it is an individual, that it is, if it is a partnership, its general partners are, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are, not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.
- (e) **Human Rights Number.** The Contractor shall certify that at the time the Contractor submitted a bid on this contract, the Contractor 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.
- (f) **Prohibited Interest in Contract.** The Contractor shall certify that:
- (1) 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
 - (2) 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.

(g) **Gift Ban.**

(1) The Contractor shall certify that 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

(2) The Contractor shall certify that 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.

(h) **Substance Abuse.** The Contractor shall certify that 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.

(i) The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person 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.

102.03 Contract Bond. The Contractor shall furnish a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum in the form attached hereto as Exhibit C, and incorporated herein by this reference. (*See the Public Construction Bond Act [30 ILCS 550].*) The surety shall be acceptable to the City, shall waive notice of any changes and extensions of time.

SECTION 103. RESERVED

SECTION 104. SCOPE OF WORK

104.01 Intent of the Contract. The intent of the contract is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the Contract Documents. The Contractor

shall perform all work and such additional, extra, and incidental construction as may be necessary to complete the Work. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents, and shall include the cost of these items in the unit prices bid for the several units of work. The quantities appearing in the schedule of prices are estimates prepared for the establishment of pay item prices.

Payment to the Contractor will be made for the actual Work performed and accepted or material furnished and accepted according to the Contract, and the Work may be increased, decreased or omitted as herein provided. Under no circumstances shall the Contractor perform any Extra Work without notification to the City Manager and receipt of written authorization as provided herein.

104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work. The City reserves the right to make, in writing, at any time during work, changes in quantities, alterations in Work and the performance of Extra Work to satisfactorily complete the Work. Such changes in quantities, alterations and Extra Work shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered. The basis for any adjustment shall be agreed upon prior to the performance of the Work, or in the absence of an agreement, shall be determined as set forth in Section 109.05 herein.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the City Manager before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of Work to be performed according to the following:

- (a) All increases in Work of the type which appear in the Contract as pay items accompanied by unit prices shall be paid for at the Contract unit prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- (b) Extra Work which is not included in the Contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.05.
- (c) In cases where the City cancels or alters any portion of the Contract items, items which are partially completed shall be paid for as specified in Article 109.06.

Claims for Extra Work which have not been authorized in writing by the City Manager will be rejected.

104.03 Differing Site Conditions. During the progress of the work, if latent physical conditions are encountered at the site of the work differing materially from those indicated in the Contract Documents, or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract Documents, are encountered at the site, the Contractor shall promptly notify the City Manager in writing of the specific differing conditions before they are disturbed and before the affected work is performed. Upon written notification, the City Manager will investigate the conditions, and if he determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The City Manager will notify the Contractor of his determination whether or not an adjustment of the Contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No contract adjustment will be allowed for any effects caused on unchanged work. Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made according to the Provisions of Article 104.02. Any adjustment in Contract Time because of such change or changes will be made according to the provisions of Article 108.10.

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104.04 Final Clean Up. Before leaving the site of any work, all areas disturbed or occupied by the Contractor in connection with the Work shall be cleaned of all rubbish, excess materials and equipment, and all parts of the Work shall be left in a neat and presentable condition. The Contractor shall clean off all smudges, streaks or drippings, paint smears or drippings, rust stains, oil, grease, dust, dirt, and other foreign materials deposited or accumulated on or in any structure due to the Contractor's operations.

SECTION 105. CONTROL OF WORK

105.01 Authority of City Manager. All Work of the contract shall be completed to the satisfaction of the City Manager in accordance with the Contract Documents. The decision of the City Manager shall be final on all questions which may arise regarding, including but not limited to, the quality and acceptability of materials and Work; the manner of performance; acceptable rates of progress on the work; the interpretation of the Contract and specifications; the fulfillment of the Contract; the measurement of quantities and payment under the Contract; and the determination of the existence of changed or differing site conditions.

The City Manager will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract Documents or failure to carry out the Work in accordance with the Contract Documents. The Work may also be suspended for such periods as the City Manager may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest, provided however, that the Contractor may request an extension of the Contract Time under Article 108.10.

The Contract does not require the City Manager to provide the Contractor with direction or advice on how to do the Work. If the City Manager approves or recommends any method or manner for doing the Work, the approval or recommendation shall not guarantee following the method or manner will result in compliance with the Contract, relieve the Contractor of the risks and obligations of the contract, or create liability for the City.

In case of failure on the part of the Contractor to execute the Work in accordance with the Contract Documents, the City Manager may, if Contractor fails to cure or commence and diligently pursue a cure of such default before expiration of a period of 48 hours after giving notice in writing to the Contractor of the nature and extent of such default, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract Documents.

Authority to authorize work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order signed by the City Manager. Authority to increase the amount payable to the Contractor in all other instances or to extend the Contract Time may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the City Council.

105.02 Conformity With Contract. All Work performed and all materials furnished shall be in conformity with the Contract Documents. All Work or material which does not conform to the requirements of the Contract Documents will be considered unacceptable. Unacceptable work; whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause; and unacceptable material shall be removed and replaced or otherwise corrected in an acceptable manner by and at the expense of the Contractor.

The City reserves the right to accept work produced by the Contractor if the City Manager finds the noncompliant materials, the finished product in which the noncompliant materials are used, or the nonconforming Work are in close conformity with the Contract. In this event, the City Manager shall document the basis of acceptance by a Change Order which may provide for an appropriate adjustment in the Contract Sum for such work or materials as the City Manager deems necessary to conform to the Contract Documents. The determination of the City will be based on the best judgment of the City Manager and shall be final and binding. Work done contrary to the Contract Documents or any Extra Work done without written approval given by the

City Manager will be considered as unacceptable and will not be paid for under the Contract. Work so done may be ordered in writing to be removed or replaced at the Contractor's expense.

The statement elsewhere in the contract of remedies for the use of unacceptable materials or for unacceptable work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the City Manager made under the provisions of this Article, the City Manager will have authority to cause the unacceptable work to be corrected, removed or replaced, and to deduct the cost from any monies due or to become due the Contractor.

105.03 Cooperation by Contractor. Contractor's Representative shall be reasonably available to City Manager and shall have the necessary expertise and experience required to supervise the Work. Contractor's Representative shall communicate regularly with the City Manager. The Contractor's representative or the Contractor's corporate officers, shall be vested with the authority to act on behalf of Contractor. The Contractor shall give the Work the attention necessary to facilitate the progress thereof, and shall cooperate with the City Manager, appointed inspectors and other contractors in every reasonable way possible. The Contractor shall have on the Work at all times while Work is being performed, as the Contractor's agent, a competent English-speaking Superintendent who shall supervise and oversee the daily activities at the site, capable of reading and thoroughly understanding the Specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Manager or authorized representatives. Only Contractor's Representative or its corporate officers shall have authority to execute Change Orders and otherwise bind Contractor.

105.04 Authority and Duties of the Director of Public Works. The Director of Public Works is authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Director of Public Works is not authorized to alter or waive the provisions of the Contract Documents. The inspector will not be authorized to issue instructions contrary to the Specifications, or to act as foreman for the Contractor. The Director of Public Works has the authority to reject defective work or material and to suspend any work being improperly performed.

105.06 Inspection of Work. All materials and each part or detail of the Work shall be subject at all times to inspection by the City Manager and the Director of Public Works. Such inspection may include any material furnished under the Specifications. The City Manager and the Director of Public Works shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the City Manager requests, the Contractor shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense. The determination of what is acceptable or unacceptable shall be based upon the requirements of the Contract Documents.

105.07 Final Completion. Upon due notice from the Contractor of completion of the Work, the City Manager and the Contractor will make an investigation to determine if the Work is complete. If all construction provided for and contemplated by the contract is found satisfactorily completed according to all of the requirements of the contract, the City Manager will notify the Contractor in writing, that the work has been found to be complete.

If the inspection discloses any Work, in whole or in part, which is incomplete or not in accordance with the Contract Documents, the City Manager will notify Contractor in writing as to the Work, in whole or in part, which is incomplete or not in accordance with the Contract Documents, and the Contractor shall promptly correct such deficiencies. Upon correction of the Work, another investigation will be made. Provided the work

has been satisfactorily completed, the City Manager will notify the Contractor, in writing, that the work has been found to be complete.

SECTION 106. CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements. The materials used on the Work shall be supplied from the source specified in the Specifications, if any, and meet all quality requirements of the Contract. All materials to be permanently incorporated in the Work shall be new unless otherwise specifically prescribed in the contract documents.

106.02 Unacceptable Materials. All materials not conforming to the requirements of the contract at the time they are used shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the Work unless otherwise instructed by the City Manager. If in place, they shall be removed by the Contractor at its expense and replaced with materials that conform to the Contract Documents. Upon failure of the Contractor to comply forthwith with any order of the City Manager pursuant to the provisions of this Article, the City Manager shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed. The Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work, and all such orders or enactments as exist at the present and which may be enacted later, of legislative bodies or tribunals having legal jurisdiction or which may have affect over the work (“Legal Requirements”), and no plea of misunderstanding or ignorance thereof will be considered.

The Contractor shall indemnify and save harmless the City and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of applicable Legal Requirements, whether by the Contractor or anyone subject to the control of the Contractor.

107.02 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.03 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

107.04 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.05 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.06 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the City in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the City, unless so required by court order.

107.07 Worker’s Compensation Insurance. Prior to the approval of its contract by the City, the Contractor shall furnish to the City certificates of insurance covering Worker’s Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the “Worker’s Compensation Act of the State of Illinois” as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted according to the Specifications, and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the work by the City, is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of the contract.

107.08 Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

- (a) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United State Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.
- (b) Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City Manager. The Contractor may place no more than three (3) of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during periods of excessive unemployment.

3. This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

107.09 Employment Preference. The Contractor shall comply with the "Veterans Preference Act" as amended.

107.10 Equal Employment Opportunity. During the performance of this Contract, the Contractor shall:

- (a) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (d) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the

contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(g) include verbatim or by reference provisions of this clause, in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such or provisions of this Contract will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractor; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 107.10, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the City, and the Contract may be

cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

107.11 Non-Segregated Facilities. The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed Subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

107.12 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

107.13 Patented Devices, Material, and Processes. If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the City indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the Work. It shall be the duty of the Contractor, if so demanded by the City, to furnish said City with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the City may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such

patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under the contract, and shall indemnify the City for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the Work.

107.14 Public Convenience and Safety. The Contractor shall exercise reasonable precautions, consistent with applicable Legal Requirements, at all times for the protection of persons and properties at the Work site. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the Work in such a manner as to minimize to the extent feasible, inconvenience to the public. The convenience of the general public shall be reasonably provided for in an adequate and satisfactory manner. No Work shall be performed during any legal holiday period, except with the written permission of the City Manager. The legal holidays will include:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

107.15 Protection and Restoration of Property. If private property interferes with the Work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the City Manager with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property, such as floors, walls, ceilings and foundations of buildings contiguous to the Work, for which the Contract does not provide for removal or specify precautions.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the Work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the City Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the City and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

107.16 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, agents and employees, due to the negligent or willful act or omission of the

Contractor arising in or in consequence of the performance of this Work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the City, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the City for the payment thereof, may be retained by the City for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefore until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the City, its employees or agents shall be deemed a waiver by the City of full compliance with the requirements of the contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the contract.

107.17 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

- (a) Workers Compensation and Employers Liability.
 - (1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
 - (2) Employers Liability.
 - a. Each Accident \$1,000,000
 - b. Disease-policy limit \$1,000,000
 - c. Disease-each employee \$1,000,000
- (b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.
 - (1) General Aggregate Limit \$2,000,000
 - (2) Products-Completed Operations Aggregate Limit \$2,000,000

(3) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the City, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor's policies.

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage

Liability Limit: \$1,000,000 Each occurrence

(d) Umbrella Liability.

Liability Limit: \$10,000,000.00 combined single limit.

Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

(e) Professional Liability.

Liability Limit: \$1,000,000.00 Each occurrence

\$1,000,000.00 Annual aggregate

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection.

Termination or refusal to renew shall not be made without 30 days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the contract.

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

- (a) 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 (Exhibit E) Pre-2004 version, CG 2026 (Exhibit F) Pre-2004 version.
- (b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- (c) Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.19 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.

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

107.20.1 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.

107.20.2 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.

107.21 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 (Exhibit D), 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 (Exhibit G) 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 (Exhibit G), such as ISO Additional Insured Endorsements CG 2010 (Exhibit E) or CG 2026 (Exhibit F). 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.

107.22 Subcontractors. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

107.23 Intentionally omitted.

107.24 Contractor Safety Responsibility.

Nothing in this Contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of Work place safety. Any inspection of the Work conducted by the City, the construction engineering consultant(s), and the officers and employees of any of them, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to third parties, regarding Work place safety. Contractor shall not be in breach of its obligations hereunder if it refuses to implement any order or instruction from the City that Contractor believes in good faith to be contrary to applicable Legal Requirements or Contractor's safety policies.

107.25 Contractor's Responsibility for Work. Except as otherwise provided in this Article, all work of the contract, including work added to the contract, shall be under the charge and care of the Contractor. The Contractor shall protect and maintain the work is completed by the Contractor.

The Contractor shall assume the sole responsibility for risk of loss to the work from or by any cause whatsoever, without regard to its state of completion. The Contractor shall rebuild, repair, restore, replace and make good all lost, destroyed or damaged work to the condition required by the contract and shall bear all the expense and costs to do so except when the City Manager determines the loss, destruction or damage to the work to be caused by a cataclysmic event, an act of the public enemy or an act of a governmental authority. This exception shall not apply should the City Manager determine that the loss, destruction or damage resulted from the Contractor's failure to take reasonable precautions or to exercise sound engineering and construction practices while conducting the work. The Contractor and City understand and agree that the definition of what constitutes a cataclysmic event cannot be written with precision, and that application of this exception can be the subject of dispute. Therefore, the Contractor and City agree that the City Manager shall determine the occurrence of a cataclysmic event, the eligibility for reimbursement, and the expenses and costs to be reimbursed in accordance with this exception to the Contractor's responsibility for the work. All determinations of the City Manager shall be final. The Contractor shall have no entitlement to reimbursement, under this or any other article or provision of the contract, for any or all expenses or costs in the absence of the affirmative determination by the City Manager as to coverage by this exception and the amounts eligible for reimbursement, and the Contractor agrees that the application or denial of the application of this exception shall not be cause for action in the Circuit Court of Cook County and hereby waives the same.

Waiver of Subrogation: City and Contractor waive, and shall cause their respective insurance carriers to waive, against each other, and City's separate contractors, Contractor's design consultants, subcontractors, agents and employees of each and all of them, all damages covered by property insurance, except such rights as they may have to the proceeds of such insurance. Contractor and City shall, where appropriate, require similar waivers of subrogation from City's separate contractors, Contractor's design consultants and subcontractors and shall require each of them to include similar waivers in their contracts.

107.26 Personal Liability of Public Officials. In carrying out any of the provisions of this Contract or in exercising any power or authority granted to the City Manager thereby, there shall be no personal liability upon the City Manager or authorized representative, it being understood in such matters they act as agents and representatives of the City. By entering into this contract with the City, the Contractor covenants and agrees it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the City for any action or omission done or not done in the course of their administration of this contract. The Contractor agrees to pay all attorney fees and all costs incurred by the City, its officers, and employees on account of action or suit in violation of this Article.

107.27 No Waiver of Legal Rights. The City shall not be precluded or stopped by final acceptance or final payment, or any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials

furnished by the Contractor, nor from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; nor the work or materials do not in fact conform to the contract. The City shall not be precluded or estopped, by final acceptance, final payment, or any measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. A waiver on the part of the City of any right under the contract or of a breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the contract.

107.28 Work Time Restrictions. The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday or between the hours of 10:00 a.m. and 6:00 p.m. on Sundays is prohibited, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the City's Superintendent of Building Construction, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the City's Superintendent of Building Construction should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

107.29 Dust Control. The Contractor shall be responsible for controlling the dust and air-borne dirt generated by its construction activities. The Contractor shall implement dust control procedures if conditions or concerns for health and safety to the public using the facilities warrant. When circumstances warrant, the Contractor shall develop specific types of control techniques appropriate to that specific situation. The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

107.30 Substance Abuse Prevention. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor shall be a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or shall have in place and shall enforce a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

SECTION 108. PROSECUTION AND PROGRESS

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the City Manager. The Contractor will be permitted to enter into subcontracts for one or more portions thereof. The City Manager may request the Contractor provide proof the proposed subcontractor has the experience, ability, and equipment the work requires. No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor or surety of liability under the Contract and bonds. All transactions of the City Manager shall be with the Contractor. The Contractor's Representative shall be on the job at all times when either Contract or Subcontract work is being performed. All requests to subcontract shall contain a certification the subcontract agreement exists in writing and physically contains the required Equal Employment Opportunity provisions and labor compliance provisions, including the contract minimum wage requirements. The Contractor shall permit City representatives to examine the subcontract agreements upon notice. The City Manager may order the Contractor to remove a Subcontractor who does not perform satisfactory work. The Contractor shall comply at once and shall not employ the Subcontractor for any further work under this contract. All Subcontractors shall be licensed with the City as a condition for approval to perform work on the contract.

108.02 Progress Schedule. After the full execution of the Contract and prior to starting Work at the site, the Contractor shall submit to the City Manager a satisfactory progress schedule or critical path schedule which shall show the proposed sequence of Work, and how the Contractor proposes to complete the various items of Work

before the completion date specified in the Contract. This schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the Work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling. The Contractor shall confer with the City Manager at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule. . No payment under this contract will be made until a progress schedule has been submitted for approval. Payment may be withheld until a satisfactory schedule has been submitted and approved.

108.03 Prosecution of the Work. The Contractor shall commence Work not later than ten days after the Commencement Date set forth in the Contract. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract. The Contractor shall notify the City Manager at least 24 hours in advance of either discontinuing or resuming operations.

108.04 Completion Date. The Contractor shall complete all work subject to the date on or before the specified completion date, adjusted as provided herein.

108.05 Labor, Methods, and Equipment. The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting the of Work to full completion in the manner and time required by the Contract. All workers shall have sufficient skills and experience to perform properly the Work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the City Manager, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the City Manager, be removed at once by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the City Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the City Manager may suspend the work by written notice until such orders are complied with.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that can be demonstrated to the City Manager as satisfactory to accomplish the contract work in conformity with the requirements of the contract. When the Contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the City Manager. If the Contractor desires to use a method or type of equipment other than specified in the contract, it may request authority from the City Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the City Manager determines that the work produced does not meet

contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the City Manager may direct. No change will be made in basis of payment for the construction items involved nor in contract time as a result of authorizing a change in methods or equipment under these provisions.

108.06 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the City Manager's written consent given after prior written notice. Regular working hours shall be a consecutive eight-

hour period between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of six o'clock (6:00) P.M.

108.07 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the City certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

108.08 Wages of Employees on Public Works. All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract; and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the City or the Department of Labor.

108.09 Suspension of Work.

The City Manager shall have authority to suspend the work whole or in part, when conditions at the site of the work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the work, and when the Contractor does not comply with the contract or orders of the City Manager. Orders to suspend or resume work shall be complied with immediately. If it becomes necessary to stop work for an indefinite period of time, the Contractor shall store all materials in such manner that they will not obstruct or impede the occupants of any building unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the work performed. The Contractor shall not suspend work without written authority from the

City Manager. The period of suspension shall not count against the time of performance established in the contract unless the suspension is ordered due to the acts or omissions of the Contractor. Extensions of time will be evaluated according to Article 108.08. Except as provided herein below for suspension of an unreasonable duration, the Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to this Article.

If the performance of all or any portion of the Work is suspended or delayed by the City Manager in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the City Manager in writing a request for adjustment within seven calendar days of receipt of the notice to resume work.

The request shall set forth the reasons and support for such adjustment. Upon receipt, the City Manager will evaluate the Contractor's request. If the City Manager agrees that the period of suspension was unreasonable and that the cost and/or time required for the performance of the Contract has increased as a result of such suspension, the City Manager will make an adjustment (excluding profit) and modify the Contract in writing accordingly. In no case shall a suspension of less than seven calendar days be considered unreasonable. No adjustment will be made for a suspension of any duration, if the suspension was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The City Manager will notify the Contractor of his determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

108.10 Determination and Extension of Contract Time.

(a) Time is of the essence and completion of the work by the completion date is an essential part of the contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. In the event of delay in the work beyond the reasonable control of the Contractor resulting from:

1. Conduct or lack of conduct by the City or its consultants, representatives, officers, agents or employees; or delay by the City in making the site available, or in furnishing any items required to be furnished to the Contractor by the City,
2. War, national conflicts, terrorist acts or priorities arising therefrom including restrictions of the ability to procure critical materials,
3. Fires,
4. Epidemics,
5. Strikes or other labor disruptions extending in duration more than five calendar days,
6. Material delivery,
7. Cataclysmic events,

And for no other cause or causes, the Contractor shall be entitled to a reasonable extension of time only by the amount of time the Contractor is actually delayed thereby in the performance of the work, provided notice requesting an adjustment to the completion date is given as herein provided. Contractor shall not be entitled to any extension of time unless the Contractor notifies the City in writing within seven calendar days of the commencement of each such delay requesting an adjustment, and failure of the Contractor to request an adjustment in conformity with this article shall be deemed a waiver of the same. Interim

completion dates incorporated into a contract subject to a final completion date, and completion date plus working days contracts shall be governed by these provisions.

The Contractor recognizes it is imperative that the work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of work to be performed by the Contractor or its Subcontractors or Subcontractors of any tier. After the Contractor has filed a request for an extension of time, the City will notify the Contractor, in writing, whether or not such extension will be approved. The City Manager will consider how timely the Contractor prosecuted the work up to the point of the delay according to the progress schedule approved according to Article 108.02 when considering the request. No extension of time shall be granted unless the delay in completion of the work was caused specifically by a delay in a portion of the work that was on the critical path of the progress schedule, and that was otherwise on schedule. If approved, the extended date for completion shall then be considered as in effect the same as if it were the original date for completion.

(b) Extensions of time granted for reasons or events beyond the reasonable control of the City shall be the exclusive relief provided, and no additional compensation or claim for damages will be paid or awarded under this or any other provision of the Contract unless the allowance of additional compensation or relief from damages is expressly allowed by a provision of the contract.

108.11 Failure to Complete the Work on Time. Time is of the essence to the contract. Should the Contractor fail to complete the work on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount of One Thousand Dollars (\$1,000.00) per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the City during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

108.12 Default on Contract. If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the completion of said Work within the specified time, or shall perform the Work in a manner inconsistent with the Contract Documents or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or nonconforming, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in accordance with terms of the contract, the City Manager shall give notice in writing to the Contractor and the Contractor's surety of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten days after said notice, shall not cure or commence and diligently pursue a cure of such default, the City shall, upon written certificate from the City Manager of the fact of such delinquency and the Contractor's failure to comply with said notice, have the right to terminate this Contract and at its option to call upon the surety to complete the Work according to the terms of the Contract, or it may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the Work with its own forces, or use such other methods as, in its reasonable opinion, shall be required for the completion of said Contract as required herein. When the City calls upon the Surety to complete, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the

work under the contract and employ by contract or otherwise any person or persons satisfactory to the City to finish the work without termination of the contract. Such employment shall not relieve the Surety of its obligations under the contract and the bond. Payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make any claim. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased cost for completing the work, and all damages sustained, or which may be sustained, by the City by reason of such breach refusal, neglect, failure, or discontinuance of work by the Contractor. After all the Work contemplated by the Contract has been completed, the City Manager will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the City to the Surety or the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to the City and shall pay the difference to the City on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Article 108.14.

108.13 Termination of the Contractor's Responsibility. Whenever the improvements called for by the Contract has been completely performed on the part of the Contractor and all parts of the Work have been approved by the City Manager and accepted by the City according to the Contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of work including but not limited to Articles 107.16, 107.17, 107.26 and 107.27.

108.14 Termination for Public Convenience. The City may, by written order, terminate the Contract or any portion thereof after determining that for reasons beyond either City or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of Work included in its Contract have been completed, payment will be made for Work completed and materials purchased through the date of termination, and no claims for loss of anticipated profits or Work not performed shall be considered. Termination of a contract, as stated above, will not relieve the Contractor or its surety of the responsibility of replacing defective work as required by the contract.

SECTION 109. MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities. All work completed under the contract will be measured by the City Manager.

109.01 Taxes. The City is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

109.02

Scope of Payment. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work

until its final acceptance by the City; for all risks of every description connected with the prosecution of the Work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the Work in an acceptable manner according to the Contract Documents. The payment of any current estimate prior to final acceptance of the work by the City shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at his/her own expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under Contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The City Manager shall be the sole judge of such defects, imperfections or damage based upon the requirements of the Contract Documents, and the Contractor shall be liable to the City for failure to correct the same as provided herein.

109.04 Increased or Decreased Quantities. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal, except as otherwise provided in Article 104.02, or in the detailed Special Provisions for each class of work. Should any pay items contained in the Contract be found unnecessary for the proper completion of the Work, the City Manager may, upon written order to the Contractor, eliminate such pay items from the Contract, and such action shall in no way invalidate the Contract. When a Contractor is notified of the elimination of pay items, the Contractor will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notification.

109.05 Payment for Extra Work. Extra work which results from any of the changes as specified in Article 104.02 shall not be started until authorization from the City Manager is received, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for at either a lump sum price or agreed unit prices, or on a force account basis.

(a) **Lump Sum Price or Agreed Unit Prices.** When extra work is to be paid for at either a lump sum price or agreed unit prices, the lump sum or unit prices shall be agreed upon by the Contractor and the City Manager.

(b) **Force Account Basis.** When extra work is to be paid for by force account, the basis for the force account shall be as hereinafter specified.

(1) **Labor.** For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage paid for each and every hour that said labor and foremen are actually engaged in such work to which cost nine percent (9%) will be added. The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

(2) **Bond, Insurance, and Tax.** For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance and tax.

(3) **Materials.** For materials accepted by the City Manager and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost nine percent (9%) will be added.

(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the City Manager, the Contractor shall be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" as issued by the City. The equipment should be of a type and size reasonably required to complete the extra work.

(5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(6) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the City Manager with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows:

(a) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the City Manager.

(b) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.

(c) Quantities of materials, prices and extensions.

(d) Transportation of materials.

(e) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(7) Work performed by an Approved Subcontractor. When extra work is performed by an approved Subcontractor, the Contractor shall receive as administrative costs an amount equal to five percent (5%) of the total approved costs of such work.

(8) All statements of the cost of force account work shall be furnished to the City Manager not later than 60 days after the date of final inspection according to Article 105.07. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the City is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

109.06 Payment for Items Omitted When Partially Completed. Should the City cancel or alter any portion of the contract which results in the elimination or non-completion of any portions of the work partially completed, the Contractor will be allowed a fair and equitable amount covering all items of work incurred prior to the date of cancellation, alteration or suspension of such work. The Contractor shall be allowed a profit percentage on the materials used and the construction work actually performed at the rate specified in Article 109.05, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of its cancellation, alteration or suspension by the City Manager shall be purchased from the Contractor by the City at actual cost and shall thereupon become the property of the City; or at the option of the City Manager, the unused acceptable material shall remain the property of the Contractor, and the Contractor shall be paid the actual cost including freight, unloading and hauling costs less the actual salvage value.

109.07 Partial Payments and Retainage. At least once each month, the Contractor shall submit to the City Manager an approximate estimate, in writing, of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the City Manager. After fifty percent (50%) or more of the work is completed, the City Manager may, at his discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted contract price, nor less than \$500.00.

109.07.1 Partial Payment Documentation. The Contractor shall supply and each partial payment estimate shall be accompanied by the following, all in form and substance satisfactory to the City:

- (a) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (b) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the pay estimate from each and every Subcontractor and suppliers of material or labor to release the City of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the City without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the City of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the City harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (c) sworn statements or lien waivers supporting the pay estimates submitted late by the Contractor to the City will result in the pay estimate not being processed until the following month.

109.08 Payment approval. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.).

109.09 Acceptance and Final Payment.

Whenever the work provided for by the contract has been completely performed on the part of the Contractor, and all parts of the work have been approved by the City Manager, a final estimate showing the value of the work will be prepared by the Contractor and submitted to the City Manager, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. Final acceptance occurs by approval of the final estimate and the date of this approval constitutes the acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The City shall not be barred from requiring the removal, replacement, repair or disposal of any unauthorized or defective work or material or from recovering damages from any such work or material.

The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the final approval of the work, provided there exists no

liens filed against the public funds or against any private property on which work is performed according to the law.

The final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract, and shall relieve the City from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the City relating to or connected with the contract.

109.10 Contract Claims. If the Contractor claims that additional payment is due under the terms of the contract or for any other reason arising out of the performance of the Contract and the City has not agreed, during the ordinary course of Contract administration, that payment is due, the Contractor desiring to pursue additional compensation shall file a claim according to the requirements and procedures specified herein. If written notifications are not given, or if the City is not afforded reasonable access by the Contractor to complete records of actual costs or additional time, or if a claim is not filed according to the procedures and within the time specified herein, then the claim is waived and the City is released from any and all demands and claims. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the City access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City, is found to have merit, the City will make an equitable adjustment either in the amount of costs to be paid according to the Basis of Payment specified herein or in the time required for the work or both. If the City finds the claim to be without merit, no adjustment will be made. The Contractor may present a claim made by a Subcontractor founded upon the terms of the Contract or the actions and orders of the City Manager without being first required to make payment to the Subcontractor provided: the Contractor makes written certification that the Subcontractor is entitled to additional compensation; that the Subcontractor will be paid in the event of a favorable resolution of the claim; and that the subcontract, releases and waivers executed by the Subcontractor do not bar payment to the Subcontractor. The written certification may authorize the Subcontractor to present the Subcontractor claim directly to the City. If such authorization is given, the Contractor need not participate in the verbal presentation of the claim. In any event, the submission shall include a copy of the subcontract, and any releases or waivers signed by the Subcontractor in favor of the Contractor. The Contractor's interest in the Subcontractor's claim shall not be assigned or otherwise disposed of except as specified in Article 108.01.

(a) **Submission of Claim.** All claims filed by the Contractor shall be in writing and in sufficient detail to enable the City to ascertain the basis and amount of the claim. All claims shall be submitted to the City Manager. As a minimum, the following information must accompany each claim submitted:

- (1) A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the claim.
- (2) The name of any City official or employee involved in or knowledgeable about the claim.
- (3) The specific provisions of the contract which support the claim and a statement of the reasons why such provisions support the claim.
- (4) If the claim relates to a decision of the City Manager which the contract leaves to the City Manager's discretion or as to which the Contract provides that the City Manager's decision is final, the Contractor shall set out in detail all facts supporting his/her position relating to the decision of the City Manager.
- (5) The identification of any documents and the substance of any oral communications that support the claim.
- (6) Copies of any identified documents, other than City documents and documents previously furnished to the State by the Contractor, that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference).

(7) If an extension of time is sought, the specific days and dates for which it is sought, the specific reasons the Contractor believes a time extension should be granted, and the specific provisions of Section 108 under which it is sought.

(8) If additional compensation is sought, the exact amount sought and a breakdown of that amount into direct labor, direct materials, direct equipment, direct jobsite overhead, and direct offsite overhead.

(9) A statement containing the following language:

Under penalty of law for perjury or falsification, the undersigned,

_____, of _____,
(name) (title) (company)

hereby certifies that the claim for compensation and time, if any, made herein for work on this Contract is a true statement, fully documented and supported under the Contract between the parties.

Dated _____ /S/ _____

Subscribed and sworn before me this _____ day of _____, _____

Notary Public

My Commission Expires _____

(b) Record Retention. It is the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any claim. The Contractor shall permit the City to have access to those records and any other records as may be required by the City to determine the facts or contentions involved in the claim. The Contractor shall retain those records according to Article 109.11.

(c) Audit. All claims filed against the City shall be subject to audit at any time following the filing of the claim. The audit may be performed by employees of the City or by an auditor under contract with the City. The audit may begin at any time during the life of the Contract, or on 20 calendar days notice to the Contractor or its agents if an audit is to be commenced more than 60 calendar days after the final payment date of the Contract. The Contractor, subcontractors or agents shall provide adequate facilities acceptable to the City, for the audit during normal business hours. Failure of the Contractor or its agents to maintain and retain sufficient records to allow the auditors to verify all or any portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors or agents shall constitute a waiver of the claim and may bar any recovery of all or any portion thereunder. The records subject to retention and audit are all books and records including but not limited to the following documents:

- (1) Daily time sheets and supervisor's daily reports.
- (2) Union agreements.
- (3) Payroll records including tax, insurance, welfare, and benefits records.
- (4) Material invoices and requisitions.
- (5) Material cost distribution worksheet.
- (6) Equipment records (list of company equipment, rates, etc.).
- (7) Vendor's, rental agencies Subcontractor's, and agent's invoices.
- (8) Subcontractor's and agent's payment certificates.

- (9) Cancelled checks (payroll and vendors).
- (10) Job cost report.
- (11) Job payroll ledger.
- (12) General ledger.
- (13) Cash disbursements journal.
- (14) Financial statements for all years reflecting the operations on the contract involved.
- (15) Depreciation records on all company equipment.
- (16) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual costs of owning and operating equipment, all such other source documents.
- (17) All documents including pricing books and bid documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.
- (18) Worksheets used to prepare the claim establishing the cost components for items of the claim including but not limited to labor, benefits and insurance, materials equipment, subcontractors all documents which establish the time periods individuals involved, the hours for the individuals and the rates of the individuals.

(d) Time of Submission. All claims submitted according to this Article shall be filed not later than six months after the Contractor provides final quantities to the City according to Article 109.09. The six months shall run from the date indicated on the final quantities transmittal. The requirement of a general administrative claims cutoff time provided herein shall not constitute waiver of any notification time requirements stated elsewhere in these specifications or the special provisions.

(e) Procedure. The City provides two administrative levels for claims review.

Level I City Manager

Level II City Council

All claims shall first be submitted at Level I. The City Manager shall consider all information submitted with the claim and shall render a decision on the claim within ten (10) days after receipt. Claims not conforming to this Article will be returned without consideration. The City Manager may schedule a claim presentation meeting if in the City Manager's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a decision is not rendered within ten (10) days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the City Council within thirty (30) days after the date of the Level I decision, and shall include twenty (20) additional copies of the claim and supporting documentation. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the City Council determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within thirty (30) days of the receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek judicial relief. Any claim by the Contractor shall be submitted to the exclusive jurisdiction and venue if the Circuit Court of Eighteenth Judicial Circuit, DuPage County, Illinois. The City Council's written decision shall be the final administrative action of the City. Unless the Contractor files a claim for adjudication by the Circuit Court of Eighteenth Judicial Circuit, DuPage County, Illinois within sixty (60) days after the date of the City Council's written decision, the failure to file shall constitute a release and waiver of the claim.

(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials direct equipment, direct jobsite overhead, direct offsite overhead, and other

direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, pro rata home office overhead, unabsorbed overhead and lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation. The above basis of payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.

109.11 Contractor Record Retention. The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the City under the contract and subcontract. The books and records shall be maintained by the Contractor for a minimum of three years from the later of the date of final payment under the contract or the completion of the contract. The books and records shall be maintained by the subcontractor for a minimum of three years from the later of the date of final payment under the subcontract or the completion of the subcontract. However, the three year period shall be extended for the duration of any audit in progress at the time of that period's expiration. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the City and the Contractor and subcontractor shall cooperate fully with any audit and provide full access to all relevant materials. Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this Article shall establish a presumption in favor of the City for the recovery of any funds paid by the City under the contract for which adequate books and records are not available. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

SECTION 110. ADDITIONAL PROVISIONS

110.1 In the event that City fails to timely pay any amount due hereunder, the Contractor may deliver written notice to City specifying the failure of payment. Should the City fail to cure its default in payment within fourteen (14) days after receipt by the City of the Contractor's written notice, the Contractor may stop the Work and/or terminate the Contract.

110.2 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

110.3 Where any consent or agreement is required hereunder, neither party shall unreasonably withhold, delay or condition such consent or agreement.

110.4 Warranty. The Contractor warrants to City that all materials and equipment furnished shall be new unless otherwise specified, and that all Work and materials furnished under this Contract shall be of good quality, free from faults and defects and in conformance with the Contract Documents. For a period of one (1) year following the date of Substantial Completion hereunder, the City shall notify the Contractor of any defect in the Work. During such one-year period, the Contractor will repair any defect in the Work not caused by abuse, misuse, ordinary wear and tear or any modification, repair or work performed on the Work that is not authorized in writing or performed by the Contractor. **THIS WARRANTY AND REPAIR OBLIGATION IS THE CITY'S SOLE AND EXCLUSIVE REMEDY AND ALL OTHER IMPLIED WARRANTIES IN LAW OR EQUITY ARE HEREBY DISCLAIMED BY THE CONTRACTOR.**

Exhibit A
Specifications

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SPECIFICATIONS

DESCRIPTION OF WORK

The Work will consist of:

- (i) the preliminary due diligence investigations, including a Phase I Environmental Audit, if necessary, a Phase II Environmental Audit, a Geotechnical Field Investigation, an Investigation of Suspicious Materials and all required project management and coordination as detailed in the Special Provisions, and
- (ii) preliminary site preparation, including full time field supervision and project management, design, site preparation, demolition, removal and disposal of the building and excavation of the site located at 175 West First Street, Elmhurst, Illinois as detailed in the Special Provisions,

in strict compliance with the Specifications, General Conditions, Special Provisions and Contract Bond which are essential documents of and made a part of the Contract.

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Exhibit B

Contractor's Certification

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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, Brad Danegger, hereby certify that I am the Vice President of ARCO/Murray National Construction Company, 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 Village 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;

Contractor's Certification – Page 2 of 4

- (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.

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: June ____, 2009

Contractor: ARCO/Murray National Construction Company, Inc.

By: _____

Brad Dannegger, Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Brad Dannegger, known to me to be the Vice President of ARCO/Murray National Construction Company, 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: June ____, 2009

Notary Public

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Exhibit C

Contract Bond

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STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that
Brad Dannegger, as Vice President of ARCO/Murray National Construction Company, Inc. and

_____ 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. 2009.

Notary Public

My commission expires _____.

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Exhibit D

Proforma Insurance Certificate

(EXAMPLE)

DRAFT

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) Completed					
PRODUCER Fully Completed		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED Fully Completed		INSURERS AFFORDING COVERAGE	NAIC #				
		INSURER A: Name of Insurance Company	Completed				
		INSURER B: Name of Insurance Company	Completed				
		INSURER C: Name of Insurance Company	Completed				
		INSURER D: Name of Insurance Company	Completed				
		INSURER E: Name of Insurance Company	Completed				
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	X	GENERAL LIABILITY CG001 <ul style="list-style-type: none"> • COMMERCIAL GENERAL LIABILITY • CLAIMS MADE • OCCUR • OWNES & CONT PROT ((IF REQUIRED)) • GEN'L AGGREGATE LIMIT APPLIER PER: <ul style="list-style-type: none"> • POLICY •PROJECT • LOC 	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <ul style="list-style-type: none"> • ANY AUTO CA001 • ALL OWNED AUTOS • SCHEDULED AUTOS • HIRED AUTOS • NON-OWNED AUTOS • 	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY <ul style="list-style-type: none"> • ANY AUTO 				AUTO ONLY-EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY:AGG	\$
B	X	EXCESS UMBRELLA LIABILITY <ul style="list-style-type: none"> • OCCUR • CLAIMS MADE • DEDUCTIBLE • RETENTION \$ 	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
C		WORKES COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	• WC STATU- <input type="checkbox"/>	
						OTHER TORY LIMITS	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DIESEASE-POLICY LIMIT	\$1,000,000
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: City of Elmhurst, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			

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Exhibit E

Additional Insured Endorsement

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CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

Exhibit F

Additional Insured Endorsement

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products—completed operations hazard”.

CG 20 37 07 04

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1 of 1

Page

Exhibit G

Additional Insured Endorsement

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
1. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
2. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
3. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Original Created-1/2002
Revised-1/2005

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Exhibit H

Instructions for Certified Payroll

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INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the City of Elmhurst on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the City of Elmhurst on more than one project, please fill out a form for each project.
4. For each project you worked on for the City of Elmhurst, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "**F**" behind the rate; if the benefit is included on the employee's payroll check, place the letter "**E**" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor's web site at www.state.il.us/agency/idol for more detailed information regarding application of the Prevailing Wage Act.

AFFIDAVIT

SUBCONTRACTORS

Monthly Statement of Compliance

Date: _____

I, _____ (name
signatory party), _____ (title),

do hereby state: that I pay or supervise the payment
of the persons employed on the public works project

_____ (name

of project); that during the payroll period commencing

on the _____ day of _____, _____ (year), and

ending on the _____ day of _____, _____ (year),

all persons employed on said project have been

paid the full wages earned, that no rebates

have been or will be made either directly or indirectly

to or on behalf of said _____

(name of contractor or subcontractor) from the full

wages earned by any person, and that no

deductions have been made either directly or

indirectly from the full wages earned by any

persons, other than permissible deductions as

defined by Federal and/or State law. I further certify

that this payroll is correct and complete; that the wage

rates contained therein are not less than the actual

rates herein stated and that the classification set forth

for each laborers or mechanic conform to the work

he/she performed.

Signature: _____

**Attach explanation of monies paid, copy of contract
or billing, or other pertinent information.**

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Certified Transcript of Payroll

**** Please Note: The submission of falsified payroll records is a criminal offense. ****

Contractor and/or Subcontractor	Pay Period Starting Date: _____ Pay Period Ending Date: _____ Date Submitted to City: _____
Contact Person: _____ Company Name: _____ Address: _____ City, State, Zip: _____ Telephone: _____	Contract Information Contract Number: _____ Project Number: _____ Project: _____ Project Location: _____

Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Employee Name, Address, SSN & Telephone Number	Classification	PW Hours Worked Each Day during Pay Period																	Total Hrs	Total OT Hrs					
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17							

Exhibit I

Du Page County Prevailing Wage

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Du Page County Prevailing Wage for June 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC		BLD		29.930	0.000	1.5	1.5	2.0	9.170	9.260	0.000	0.320
BOILERMAKER		BLD		41.230	44.940	2.0	2.0	2.0	6.720	8.940	0.000	0.350
BRICK MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
CARPENTER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	7.250	11.70	0.000	0.380
CERAMIC TILE FNSHER		BLD		32.150	0.000	2.0	1.5	2.0	6.150	7.370	0.000	0.380
COMMUNICATION TECH		BLD		32.000	34.100	1.5	1.5	2.0	7.400	11.19	0.500	0.480
ELECTRIC PWR EQMT OP		ALL		31.790	40.830	1.5	1.5	2.0	4.750	8.900	0.000	0.240
ELECTRIC PWR GRNDMAN		ALL		24.630	40.830	1.5	1.5	2.0	4.750	6.900	0.000	0.180
ELECTRIC PWR LINEMAN		ALL		37.810	40.830	1.5	1.5	2.0	4.750	10.58	0.000	0.280
ELECTRIC PWR TRK DRV		ALL		25.440	40.830	1.5	1.5	2.0	4.750	7.120	0.000	0.190
ELECTRICIAN		BLD		34.250	37.680	1.5	1.5	2.0	8.300	13.15	3.770	0.510
ELEVATOR CONSTRUCTOR		BLD		44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR	NE	ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
FENCE ERECTOR	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		39.900	42.400	1.5	1.5	2.0	9.170	10.46	0.000	0.320
IRON WORKER	E	ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
IRON WORKER	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
LABORER		ALL		34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
MACHINIST		BLD		40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS		ALL		28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I		ALL		24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II		ALL		29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
OPERATING ENGINEER		BLD	1	43.800	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	2	42.500	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	3	39.950	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	4	38.200	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	1	42.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	2	41.450	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	3	39.400	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	4	38.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	5	36.800	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
ORNAMNTL IRON WORKER	E	ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
ORNAMNTL IRON WORKER	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230
PAINTER		ALL		39.680	41.680	1.5	1.5	1.5	7.500	7.250	0.000	0.750
PAINTER SIGNS		BLD		30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIIVER		ALL		39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
PIPEFITTER		BLD		42.050	45.050	1.5	1.5	2.0	7.660	8.550	0.000	1.370
PLASTERER		BLD		32.000	33.500	1.5	1.5	2.0	6.450	6.770	0.000	0.570
PLUMBER		BLD		39.500	41.500	1.5	1.5	2.0	9.200	10.24	0.000	1.060
ROOFER		BLD		36.400	39.400	1.5	1.5	2.0	6.950	4.670	0.000	0.330
SHEETMETAL WORKER		BLD		40.210	42.210	1.5	1.5	2.0	7.910	9.620	0.000	0.680
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	E	ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STEEL ERECTOR	W	ALL		40.200	42.210	2.0	2.0	2.0	8.140	15.16	0.000	0.230

STONE MASON	BLD	38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
TERRAZZO FINISHER	BLD	33.810	0.000	1.5	1.5	2.0	6.150	9.850	0.000	0.310
TERRAZZO MASON	BLD	37.390	40.390	1.5	1.5	2.0	6.150	11.11	0.000	0.350
TILE MASON	BLD	38.630	42.630	2.0	1.5	2.0	6.150	9.010	0.000	0.500
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150

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TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	38.200	39.200	1.5	1.5	2.0	6.580	9.550	0.000	0.280

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether

for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics; Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form

Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Fortlist Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Scream; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes;

Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SPECIAL PROVISIONS

The following special provisions supplement the Specifications and the General Conditions. In case of conflict with any part, or parts, of said Specifications or General Conditions, the Special Provisions shall take precedence and shall govern.

SECTION 201 DUE DILIGENCE INVESTIGATIONS

201.1 PHASE I ENVIRONMENTAL AUDIT

201.1.1 SCOPE OF WORK

A Phase I Environmental Audit will be performed to discover the presence or likely presence of a release or a substantial threat of a release of a hazardous substance or pesticide at, on, to, from or in the vicinity of the proposed demolition and construction site, and whether a release or a substantial threat of a release of a hazardous substance or pesticide has occurred or may occur at, on, to, from or in the vicinity of the proposed demolition and construction site. The Phase I Environmental Audit will be conducted by environmental professionals in compliance with Section 22.2 of the Illinois Environmental Protection Act (415 ILCS 5/22.2), the regulations promulgated thereunder and ASTM Standard 1527-05, "Standard Practice for Standard Practice Environmental Site Assessments: Phase I Environmental Site Assessment Process" (November 1, 2006). In addition to the above requirements, the Phase I Environmental Audit shall include a review of recorded land title records for the purpose of determining whether the real property is subject to an environmental land use restriction such as a No Further Remediation Letter, Environmental Land Use Control, or Highway Authority Agreement. For purposes of this section, the term "environmental professional" means an individual (other than a practicing attorney) who, through academic training, occupational experience, and reputation (such as engineers, industrial hygienists, or geologists) can objectively conduct one or more aspects of an Environmental Audit and who either:

(i) maintains at the time of the Environmental Audit and for at least one year thereafter at least \$500,000 of environmental consultants' professional liability insurance coverage issued by an insurance company licensed to do business in Illinois; or

(ii) is an Illinois licensed professional engineer or an Illinois licensed industrial hygienist.

The focus of the Phase I Environmental Audit will be to review existing and past historical information regarding the site. The Phase I Environmental Audit will document the past history of the site to determine the presence or likely presence of a release or a substantial threat of a release of a hazardous substance or pesticide at, on, to, from or in the vicinity of the proposed demolition and construction site, and whether a release or a substantial threat of a release of a hazardous substance or pesticide has occurred or may occur at, on, to, from or in the vicinity of the proposed demolition and construction site.

201.1.2 TASKS

The Contractor shall conduct the following Tasks in the execution of the Phase I Environmental Audit.

201.1.2.1 Task 1: Environmental Database Search

The Contractor shall review past environmental databases, as stipulated within the ASTM standards. At a minimum, the Contractor shall search the databases, as appropriate for the property, to help determine if hazardous sites or serious local environmental problems may exist on or immediately adjacent to the property: In addition, the Contractor shall conduct a review of the site history, background information and preliminary data available from the State of Illinois and/or other sources, including an environmental regulatory database search report prior to conducting site inspections. The contractor shall also verify property boundaries and past ownerships. The review shall be conducted to help establish the type of activities that were previously conducted on the property. Standard historical sources that are reasonably ascertainable, such as fire insurance maps, USGS topographic maps, historical aerial photographs, city directories, and building department records shall be reviewed.

201.1.2.2 Task 2: Site Inspection/Interviews

The contractor shall conduct interviews with individuals having past experience and knowledge of the site, prior to conducting a detailed site inspection. The inspection shall include the review of available historical aerial photographs of the site and surrounding properties. The site inspection shall not be limited to the property under consideration, but the adjacent properties shall also be inspected based on legal access. Site plans and topographic maps, where available, shall also be reviewed. The site inspection shall include an inventory of former chemical usage and waste generated on the site (if available); information on aboveground and underground storage tanks; available Superfund Amendments and Reauthorization Act (SARA) Title III reporting information; environmental permitting information and permits from local, state, or federal agencies; engineering reports and surveys relevant to environmental issues; records of claims, litigation, spills, noncompliance, complaints, etc., related to environmental practices; environmental monitoring data, including groundwater and soil testing, local geology and hydrogeology in the vicinity of the site; and data on electrical equipment containing polychlorinated biphenyl (PCB) fluids. Interviews shall be conducted with knowledgeable persons regarding site history. This may include, but is not limited to current and past owners of the property.

201.1.2.3 Task 3: Draft Report Preparation

A draft report shall be prepared documenting the results of the research, interviews, on-site inspections, and other findings. The report shall provide an overall assessment of past activities and recognized environmental conditions, if any. If additional investigations are warranted, the report shall describe, in general, the activities recommended along with a time and cost estimate for those activities. The draft report shall be provided to the City of Elmhurst for review no later than July 6, 2009.

201.1.2.4 Task 4: Review Draft Phase I ESA Report

The City of Elmhurst shall be given the opportunity to review the draft Phase I ESA Report to ensure compliance with the Scope of Work and to ensure all tasks and activities are addressed in the report. The City of Elmhurst shall provide the contractor a list of all comments requesting clarification and resolution in the final report no later than July 8, 2009.

201.1.2.5 Task 5: Final Report /Distribution and Formal Presentation

Upon receipt of all comments, the Contractor shall make all necessary changes to the report. The Phase I Environmental Audit report shall contain an affirmation by each environmental professional who prepared the Phase I Environmental Audit that the facts stated in the report are true and are made under a penalty of perjury as defined in Section 32-2 of the Illinois Criminal Code of 1961. The Contractor shall provide three (3) original copies of the final report with one copy of the report on compact disc (CD) to the City of Elmhurst no later than July 10, 2009.

201.1.3 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Lump Sum Payment: The Contractor will be paid the lump sum price for satisfactorily completing the Phase I Environmental Audit. If the Phase I Environmental Audit is not required by the City, the Contractor will not be paid for this pay item.

201.2 PHASE II ENVIRONMENTAL AUDIT

201.2.1 If the Phase I Environmental Audit does not disclose the presence or likely presence of a release or a substantial threat of a release of a hazardous substance or pesticide at, on, to, from or in the vicinity of the proposed demolition and construction site, then the Contractor shall not perform a Phase II Environmental Audit. Should the Phase I Environmental Audit disclose the presence or likely presence of a release or a substantial threat of a release of a hazardous substance or pesticide at, on, to, from or in the vicinity of the proposed demolition and construction site, then the Contractor shall perform a Phase II Environmental Audit. The scope of the Phase II Environmental Audit will be determined by the results of the Phase I Environmental Audit consistent with the requirements set forth below. If a Phase II Environmental Audit is required its scope shall be agreed to by a written amendment to these specifications and the Contractor shall obtain proposals from environmental professionals to perform the Phase II Environmental Audit. The Contractor shall recommend and the City of Elmhurst shall select the environmental professional to perform the Phase II Environmental Audit. If the Phase I Environmental Audit discloses the presence or likely presence of a hazardous substance or a pesticide or a release or a substantial threat of a release of a hazardous substance or pesticide:

(i) In or to soil, the Contractor, as part of the Phase II Environmental Audit, shall perform a series of soil borings sufficient to determine whether there is a presence or likely presence of a hazardous substance or pesticide and whether there is or has been a release or a substantial threat of a release of a hazardous substance or pesticide at, on, to, or from the real property.

(ii) In or to groundwater, the Contractor, as part of the Phase II Environmental Audit, shall: review information regarding local geology, water well locations, and locations of waters of the State as may be obtained from State, federal, and local government records, including but not limited to the

United States Geological Survey, the State Geological Survey of the University of Illinois, and the State Water Survey of the University of Illinois; and perform groundwater monitoring sufficient to determine whether there is a presence or likely presence of a hazardous substance or pesticide, and whether there is or has been a release or a substantial threat of a release of a hazardous substance or pesticide at, on, to, or from the real property.

(iii) On or to media other than soil or groundwater, the Contractor, as part of the Phase II Environmental Audit, shall perform an investigation sufficient to determine whether there is a presence or likely presence of a hazardous substance or pesticide, and whether there is or has been a release or a substantial threat of a release of a hazardous substance or pesticide at, on, to, or from the real property.

201.2.2 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Lump Sum Payment: The Contractor will be paid the lump sum price for satisfactorily completing the Phase II Environmental Audit determined by the actual cost of the proposal received from the environmental professional selected to perform the Phase II Environmental Audit. A \$7,500.00 allowance has been provided in the Contract for the Phase II Environmental Audit for the purpose of establishing the guaranteed maximum price. The Phase II Environmental Audit will be billed to the City and paid by the City at its actual cost. The actual cost may exceed or be less than the allowance for this pay item provided that the aggregate of all Contract pay items does not exceed the guaranteed maximum price. If the Phase II Environmental Audit is not required by the City, the Contractor will not be paid for this pay item.

201.3 GEOTECHNICAL FIELD INVESTIGATION

201.3.1 The Contractor shall perform a full geotechnical field investigation and analysis including recommendations for foundation and slab on grade. The investigation will provide information for the development of geotechnical engineering recommendations for engineering designs used to construct economical and sound concrete foundations. The geotechnical engineering investigation will consist of field exploratory test borings and laboratory analysis used to evaluate conditions for the specific site. All testing shall be performed in accordance with ASTM Standards. The investigation will consist of four (4) borings to 70' below existing grade and pressure meter testing where applicable. The results of the field investigation and analysis shall be presented in a written report. The Geotechnical Investigation Engineering Report shall be prepared and sealed by a qualified geotechnical engineer licensed in Illinois.

201.3.2 SCOPE OF WORK

201.3.2.1 Field Exploratory Test Borings

The geotechnical engineer shall explore field subsurface conditions at the specified site by drilling. The typical number and depths of the borings will be provided on a project basis. All borings will be performed in accordance with ASTM D-1586 Standard. Stratify subsurface conditions within depth of boring(s); maintain a soil log(s) and obtain samples for visual examination, classification and laboratory testing. Backfill all boreholes with soil cuttings or fill and compact as required.

201.3.2.2 Laboratory Testing

Laboratory classification tests will be performed in accordance with the most recent applicable standards. The type and frequency of testing will be determined by “best professional judgment” of the Geotechnical Engineer and will include as a minimum the following:

- Moisture content and soil strength parameters (unit weight, cohesion, angle of internal friction)

201.3.2.3 Geotechnical Investigation Report

The Geotechnical Engineer will prepare a thorough Geotechnical Investigation Engineering Report. The report will identify the procedures used to perform the work, the field investigations, laboratory testing and engineering analyses. Data, interpretations and recommendations in the report shall be based on information provided to the Geotechnical Engineer and information gained through investigation and testing.

201.3.3 SCHEDULE FOR SUBMITTALS

Engineer shall provide three (3) copies of original stamped Geotechnical Investigation Engineering Report to the City of Elmhurst within 15 working days of the field investigation. Preliminary information (e.g. boring logs, etc.) may be required to be submitted as they become available.

201.3.4 QUALITY ASSURANCE

The Geotechnical Engineer's work shall be in conformance with all applicable local, state and federal regulations and standard professional practice applicable to the site location. The Geotechnical Investigation Engineering Report shall be stamped (sealed) by a geotechnical engineer licensed in Illinois.

201.3.5 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Lump Sum Payment: The Contractor will be paid the lump sum price for satisfactorily completing the Geotechnical Engineering Investigations Report. An \$8,000.00 allowance has been provided in the Contract for pressure meter testing for the purpose of establishing the guaranteed maximum price. Pressure meter testing will be billed to the City and paid by the City at its actual cost. The actual cost may exceed or be less than the allowance for this pay item provided that the aggregate of all Contract pay items does not exceed the guaranteed maximum price.

201.4 INVESTIGATION OF SUSPICIOUS MATERIALS

201.4.1 The Contractor shall be responsible for the identification of asbestos in accordance with applicable statutes and regulations. Prior to commencing demolition, the Contractor shall cause to be prepared an asbestos assessment report conducted by a licensed (Illinois Department of Health) asbestos inspector to identify and test any materials potentially containing asbestos. The Contractor shall allow for up to twenty (20) materials to be laboratory tested. If the asbestos assessment report discloses the presence of asbestos or asbestos-containing materials at the site, all friable asbestos shall be removed from the building(s) prior to demolition.

201.4.2 The City shall be responsible for the removal and disposal of asbestos in accordance with applicable regulations. The City has the option of removing non-friable asbestos prior to demolition or permitting the Contractor to demolish the building(s) with non-friable asbestos in place, provided that all non-friable asbestos containing material and other building debris shall be continuously wet with water during demolition. All asbestos containing demolition debris shall be disposed of by placing it in lined, covered transport haulers and placing it in an approved landfill. The handling of asbestos material is subject to all applicable state and federal mandates. All work shall be performed according to the requirements of the United States Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency

(IEPA), the Occupational Safety and Health Administration (OSHA) regulations. The City shall apply for all permits and comply with the applicable requirements of DuPage County and the IEPA. If required, the City will submit a State of Illinois Asbestos Abatement/Demolition Notification Application. Asbestos will be removed by a licensed asbestos abatement contractor. All costs associated with said removal and disposal shall be paid by the City. In the event that asbestos is discovered on the property during demolition that had not previously been identified, the Contractor shall notify the City Manager and the asbestos shall be removed by a licensed abatement contractor.

201.4.3 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Lump Sum Payment: The Contractor will be paid the lump sum price for satisfactorily completing the Investigation of Suspicious Materials.

201.5 GENERAL CONDITIONS

201.5.1 The Contractor shall provide the services of a project manager to supervise the performance of the due diligence investigations.

201.5.2 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Lump Sum Payment: The Contractor will be paid \$90.00 per hour for each hour of time incurred for satisfactorily providing the services of a project manager to supervise the performance of the due diligence investigations. The Contractor shall be reimbursed for the actual cost of the project manager's cell phone and travel expenses. Allowances of \$6,600.00 for the services of the project manager for the due diligence investigations, \$105.00 for the cell phone and \$105.00 for project manager's travel expenses have been provided in the Contract for the purpose of establishing the guaranteed maximum price. The actual cost of the project manager's services for the due diligence investigations, cell phone travel expenses may exceed or be less than the allowance for these pay items provided that the aggregate of all Contract pay items does not exceed the guaranteed maximum price.

201.6 OFFICE OVERHEAD

201.6.1 The Contractor shall provide the services of its office personnel to support the project manager in supervising the performance of the due diligence investigations.

201.6.2 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Percentage Payment: The Contractor will be paid 3.5% of the total amount of the cost of the due diligence investigations for satisfactorily providing the services of its office personnel to support the project manager in supervising the performance of the due diligence investigations.

201.7 INSURANCE

201.7.1 The Contractor shall provide and maintain the insurance required by the Contract Documents.

201.7.2 MEASUREMENT AND PAYMENT

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A. Incidental Cost: The Contractor shall provide and pay for all charges and other expenses necessary to provide and maintain the insurance required by the Contract Documents.

B. Percentage Payment: The Contractor will be paid 1.25% of the total amount of the aggregate cost of the due diligence investigations and office overhead of the due diligence investigations for satisfactorily providing and maintaining the insurance required by the Contract Documents.

201.8 CONTRACTOR'S FEE

201.8.1 The Contractor shall provide the services of its management personnel to support the project manager in supervising the performance of the due diligence investigations.

201.8.2 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Percentage Payment: The Contractor will be paid 4.5% of the total amount of the aggregate cost of the due diligence investigations and office overhead of the due diligence investigations for satisfactorily providing the services of its management personnel to support the project manager in supervising the performance of the due diligence investigations.

SECTION 202 PRELIMINARY SITE PREPARATION

202.1 DEMOLITION OF BUILDING STRUCTURES

202.1.1 DESCRIPTION OF WORK

Except as clarified in the exclusions listed below, perform a complete demolition of the existing building including the full removal of all building elements from the site. Also, chuck and remove from site the full asphalt parking lot. Unless directed otherwise in the Contract Documents, the Contractor shall:

A. Apply for and obtain all necessary permits for the demolition. Permit fees shall be paid by the City.

B. Remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, private sidewalks, steps and driveways from the specified parcel.

C. Remove any fuel tanks, outdoor toilets and septic tanks, cisterns, meter pits, and plug or abandon wells.

D. Remove the materials from the demolition site in accordance with federal, state and local regulations.

E. Remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers and portable or central air conditioners.

F. Remove and legally dispose of mercury-containing materials including fluorescent, high-pressure sodium, mercury vapor, metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB-containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.

G. Disconnect all utility services before demolition. The Contractor is not responsible for the performance of NiCor or ComEd disconnection. The Contractor is responsible for the disconnection of water and sewer from the existing building provided that the disconnection can be completed in the parkway. The Contractor is not responsible for any off-site work in order to perform the disconnection of utility services.

H. Perform site clearance, excavation, grading and restoration.

I. Complete the demolition work in accordance with the specifications and any special provisions included in the Contract Documents.

202.1.2 PROTECTION OF THE PUBLIC AND PROPERTIES

A. Littering Streets

1. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City in cleaning up any litter or mud shall be charged to the Contractor and be deducted from funds due for the work.

2. Littering of the site shall not be permitted.

3. All waste materials shall be promptly removed from the site.

B. Street Closure

1. If it should become necessary to close any traffic lanes, it shall be the Contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by the City.

2. Street or lane closures shall be coordinated with the appropriate jurisdictional authority.

C. Protection of the Public by the Contractor

1. Sidewalks: The Contractor shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The cost of repair or replacement shall be considered incidental to the work and the Contractor shall obtain all permits and pay any fees.
2. Pedestrian Access: It shall be the Contractor's responsibility to place and construct the necessary warning signs, barricades, fencing and temporary pedestrian sidewalks and to maintain alternate

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pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.

D. Demolition Hours

1. The Contractor shall comply with any restrictions to working hours as included in the Contract Documents.
2. The Contractor shall comply with all applicable ordinances and restrictions of the City.

E. Noise Pollution: All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the City. No structural member shall be dropped or thrown from any floor but shall be carefully lowered to the ground level by hoists.

F. Dust Control: The Contractor shall comply with applicable air pollution control requirements of the County and the City. The Contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, reasonable precautions shall be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:

1. The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land. All debris shall be adequately wetted before loading and while dumping into trucks or containers.
2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

G. Requirements for the Reduction of Fire Hazards

1. **Removal of Material:** Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.
2. **Fire Extinguishing Equipment:** The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
3. **Fires:** No fires of any kind will be permitted in the demolition work area.
4. **Hydrants:** No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.

5. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.

6. Telephone Service: The Contractor shall arrange for access to and use of, during working hours, one or more cellular telephones for the purposes of making calls in case of fire or other emergencies, and shall keep all personnel on the job, and the local jurisdiction informed of the location of such telephones. The Contractor's foreman, or at least one regular member of each shift, shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire-producing conditions and to apply appropriate corrective action, particularly at the close of work each day.

H. Protection of Public Utilities: The Contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the demolition sites. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.

I. Protection of Adjacent Property

1. The Contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns or any other property adjacent to parcels released for demolition whether or not the property is scheduled for future demolition. The Contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.

2. The Contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City Manager.

202.1.3 RISK OF LOSS

The Contractor shall accept the site in its present condition and shall inspect the site for its character and the type of structures to be demolished. The City assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. No adjustment of proposal price or allowance for any change in conditions that occur after the acceptance of the proposal will be allowed.

202.1.4 PROPERTY OWNERSHIP

No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict compliance with the Contract Documents. Contractor shall not use the land or premises, or allow any other party to use the land or premises, for any purpose other than activities in direct support of the demolition of the building.

202.1.5 VACATING OF BUILDINGS

The structures identified in the Contract Documents shall be vacated before a Notice to Proceed is issued and the Contractor begins work. In case the Contractor finds that any structure is not vacated, the Contractor shall immediately notify the City Manager and shall not begin demolition or site clearance operations on such property until further directed by City Manager. The Contractor's responsibility for such buildings will not begin until the City Manager issues a Notice to Proceed. No claim for extension of time or increase in price will be considered because of occupancy of any buildings. In case such occupancy is prolonged, the City reserves the right to delete the demolition of the structure from the work.

202.1.6 RELEASE OF BUILDINGS

The demolition area shall be released to the Contractor upon the issuance of a Notice to Proceed. The Notice to Proceed shall give any sequence of the demolition and the portion of work that is available to be released if all areas are not ready at the same time. The City Manager shall approve any change in the sequence. The Contractor shall have full control of the demolition progress and clearance of the site, subject to the provisions of the Contract Documents.

202.1.7 PERMITS AND FEES

The Contractor shall provide all required design documents for submittal of all county and local demolition permits. The Contractor shall obtain all the necessary permits that are required by the City, county, state and federal government in conjunction with the demolition work. The City shall pay or waive all permit fees, demolition bonds and demolition cash deposits that are required by the City, county, state and federal government in conjunction with the demolition work. Demolition shall be performed by a demolition contractor holding a registration certificate as required by Article VII of Chapter 31 of the Elmhurst Municipal Code.

202.1.8 EXECUTION

202.1.9 DEMOLITION SCHEDULE

The Contractor shall be responsible for providing the City Manager with a minimum of 24 hours advance notification prior to beginning the execution of demolition of any structure.

202.1.10 SANITARY FACILITIES AND WATER

The Contractor shall provide sanitary facilities and water for a one-month duration during demolition.

202.1.11 SALVAGE OF DEMOLITION MATERIALS

- A. The Contractor shall be allowed to salvage demolition materials only from property owned by the City.
- B. The Contractor may recycle demolition debris at a licensed or permitted recycling center, however, all other debris must be disposed of at a licensed or permitted disposal facility.
- C. All buildings, building materials, and equipment resulting from this work shall become the property of the Contractor, and shall be removed from the premises at once. Salvaged material shall be removed immediately from the premises, right-of-way, streets or alleys. The City reserves the right to remove salvage items for use by the City by City forces prior to the issuance of the Notice to Proceed.

202.1.12 DEMOLITION AND REMOVALS

A. Structural Parts of Buildings

1. No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise and other nuisance. When demolition by toppling occurs, such reasonable measures for dust emission control as is compatible with the type and structure shall be utilized. Before the demolition or toppling of any section of wall or structure, adequate wetting to suppress dust shall be employed.
2. Subject to site restrictions, outside chimneys or outside portions of chimneys shall be raised in advance of general demolition of each building. Any portion of a chimney inside a building shall be razed as soon as it becomes unsupported by reason of removal of other parts of the building.
3. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable, and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any day's work.

B. Basements and Foundation Walls: All basement floors, footings, and foundations shall be completely removed from the site unless specifically stated in the special provisions. The basement area is to be inspected and approved by the City Manager before backfilling is started. The Contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The Contractor shall contact the City Manager when removal is complete to schedule this

basement inspection. Failure to do so may result in re-excavation of the basement area at the Contractor's expense.

C. Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs and appurtenances.

D. Retaining Walls: Retaining walls or curbs near the perimeter of parcels shall be removed unless otherwise indicated in the Contract Documents. The Contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal: vertical or as directed by the City Manager. The cost of any tree or brush removal due to the removal and grading out of the retaining wall shall be considered incidental and shall be included in the lump sum bid for demolition.

E. Fences: Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved non-contract parcel shall not be removed unless specifically stated in the special provisions. All posts for support shall be pulled out or dug up so as to be entirely removed.

F. Partially Buried Objects: All piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.

G. Vegetation: The Contractor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush and weeds, whether standing or fallen, unless specifically stated otherwise by the City Manager. The Contractor shall protect all trees not removed from damage by the demolition operation. In the event that the Contractor damages a tree, it shall be repaired or removed by the Contractor as directed by the City Manager.

H. Monitoring Wells: Any monitoring wells shall be abandoned and removed in accordance with the following procedures:

1. An Illinois licensed water well contractor shall be retained to abandon/remove the monitoring well.
2. The well casing materials and surface protective covers will be removed.
3. The bottom ten (10) feet of the open borehole will be filled with washed pea gravel.
4. The remaining borehole annulus will be filled with granular bentonite to the ground surface and hydrated.

The monitoring well abandonment procedures will be consistent with the requirements of title 77 of the Illinois Administrative Code, Part 920.120; *Illinois Water Well Construction Code - Abandoned Wells*.

I. Storage Tanks: Storage tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the Illinois State Fire Marshal's regulations, Title 41 of the Illinois Administrative Code, Part 170, *Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances* and those of the Illinois Environmental Protection Agency (IEPA). The Contractor shall apply for, pay for and obtain a removal permit from the Illinois State Fire Marshal.

J. Septic Tanks: Any septic tanks shall be pumped out by a licensed company. The septic tank shall be demolished and removed from the site. The excavation or pit shall be backfilled and compacted in accordance with these specifications. Septic tanks shall be broken up and removed from the site and the excavation filled in accordance with the requirements of the City.

K. Meter Pits: Any meter pits shall be demolished and removed. The excavations shall be backfilled and compacted in accordance with these specifications.

202.1.13 DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE

A. Debris: All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Any cost incurred by the City in cleaning up such materials and debris left behind shall be deducted from funds due the Contractor under this contract.

B. Disposal of Demolition Debris and Solid Waste: All debris and solid waste shall be delivered by the Contractor to an approved disposal facility licensed in accordance with state and/or local regulations, laws, and zoning, recycled, reused or otherwise disposed of as allowed by state or federal solid waste disposal laws and regulations. The Contractor shall be responsible to pay all fees for waste disposal. The Contractor shall submit to the City Manager copies of all disposal tickets for each structure demolished, where available, which identify the specific address of the origin of the debris associated with each ticket. The cost of all disposal fees shall be considered incidental to the demolition.

C. Freon Removal and Disposal: The handling of Freon containing appliances is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the identification and removal and disposal of the Freon in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum bid for demolition.

D. PCB and Mercury Removal and Disposal: The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the removal and disposal of the material in

accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum bid for demolition.

202.1.14 SITE PREPARATION

202.1.14.1 The Contractor shall furnish a concrete sawed curb cut as determined by the City Manager.

202.1.14.2 The Contractor shall furnish and install all required siltation control including full perimeter silt fence as well as a construction entrance of 3” stone.

202.1.15 BACKFILL, GRADING, AND CLEAN UP

A. Backfill: When site conditions permit, as determined by the City Manager, on-site soil shall be used as backfill material. Excess excavation materials shall be removed from the site. Any borrow or fill material shall be approved by the City Manager before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage.

B. Compaction: All excavations shall be backfilled with acceptable material and compacted. Excavations shall not be backfilled with demolition debris. All additional fill material shall be of equal quality to the soil adjacent to the excavation, and free of rubble or organic matter. There shall be no payment for additional fill material, which shall be considered incidental to the demolition bid price.

C. Hand Labor: The Contractor shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.

D. Excavation and Grading: Except as clarified in the exclusions listed below, the Contractor shall excavate and haul off from site 1,300 cubic yards of assumed clay material free of contaminants. The area of removal will be in accordance with the area that the proposed parking structure will transition from 0’ to -5’. The Contractor shall dispose of all surplus, unstable and unsuitable materials in such a manner that public or private property will not be damaged or endangered. The site shall be graded to conform to the grading plan directed by the City and shall be finished to have a uniform surface. The Contractor shall grade and shape the site to drain, complete fine grading and final clean up as part of the lump sum price for excavation.

E. Final Cleaning Up: Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements that allow salvaged or unused material to remain on the property. All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include appropriate grading and smoothing of the site as directed by the City.

Final cleaning up shall be subject to approval of the City Manager and in accordance with applicable regulations.

202.1.16 SANITARY SEWER, WATER SERVICE AND UTILITY DISCONNECTIONS

- A. Utility Locations:** The Contractor shall perform investigations to determine the locations of all utilities and utility structures that may be found in the vicinity of the demolition.
- B. Sanitary Sewer Service Disconnection:** All sanitary sewer services shall be disconnected and plugged by a licensed plumber, and inspected and approved by the City prior to demolition or excavation.
- C. Water Service Disconnection:** The City Water Department, at no cost to the Contractor, shall shut off water at the service box and remove water meters from the buildings following receipt of notification from the Contractor that the building(s) are ready for demolition. All water services and stubs for the buildings or properties within the demolition work shall be disconnected by a licensed plumber and inspected and approved by the City.
- D. Gas Service Disconnection:** The Contractor shall notify the utility company owning the service and all gas services and stubs for the buildings or properties within the demolition work shall be disconnected to the satisfaction of the utility company owning the service.
- E. Electric Service Disconnection:** The Contractor shall notify the utility company owning the service and all electric services and stubs for the buildings or properties within the demolition work shall be disconnected to the satisfaction of the utility company owning the service.
- F. Telephone Service Disconnection:** The Contractor shall notify the utility company owning the service and all telephone services and stubs for the buildings or properties within the demolition work shall be disconnected to the satisfaction of the utility company owning the service.
- G. Other Utility Service Disconnection:** The Contractor shall notify any other utility company owning a utility service the property and all such utility services and stubs for the buildings or properties within the demolition work shall be disconnected to the satisfaction of the utility company owning the service.
- H. Utilities Traversing the Property:** The Contractor shall notify any other utility company owning a utility service traversing the property and shall maintain and preserve all such utility services to the satisfaction of the utility company owning the service.

202.1.17 SAFETY AND FENCING

- A. Safety:** The Contractor shall comply with all applicable current federal, state and local safety and health regulations.

B. Safety Fencing: The Contractor shall furnish and place a safety fence around the site of the work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access with adequate wind and visual screening (6 month rental maximum). The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. If so directed by the City Manager, the Contractor shall remove the fencing material following the demolition of the structures.

202.1.18 AUTHORIZED WORKERS

Only the Contractor and its employees are allowed to demolish, dismantle, detach or dispose of any part of the demolition structure or its contents.

202.1.19 DAILY CLEAN UP OF RIGHT-OF-WAY AND PRIVATE PROPERTY

At the end of each workday, the Contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

202.1.20 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Lump Sum Payment: The Contractor will be paid the lump sum price for all items satisfactorily completed.

1. Demolition Drawings and Permits: The Contractor shall be paid the lump sum price for the demolition and securing the required permits. The City will pay the permit fees.
2. Curb Cut: The Contractor shall be paid the lump sum price for concrete sawed curb cut.
3. Demolition Work: The Contractor shall be paid the lump sum price for the demolition of the building and asphalt and this payment will be full compensation for removal of buildings, building materials, contents of buildings, appliances, trash, rubbish, foundations, sidewalks, steps and driveways from the site and disconnection of utilities. The lump sum price shall not include the cost of demolition of any partial or full basement. Should the building contain a partial or full basement, the City will issue an appropriate change order.
4. Excavation/Siltation Control: The Contractor shall be paid the lump sum price for excavating the site, furnishing and compaction of backfill material; finish grading of disturbed areas; and siltation control.
5. Fencing: The Contractor shall be paid the lump sum price for placing and removing safety fencing.

202.2 GENERAL CONDITIONS

202.2.1 The Contractor shall provide full time field supervision and project management throughout the direction of on-site activities. The Contractor shall provide:

- A. indirect materials required by the Work.
- B. project signage required by the Work.
- C. the services of a project executive to supervise the performance of the preliminary site preparation.
- D. the services of a project manager to supervise the performance of the preliminary site preparation.
- E. the services of a project engineer to supervise the performance of the preliminary site preparation.
- F. the services of a field superintendent to supervise the performance of the preliminary site preparation.
- G. the necessary water for the performance of the preliminary site preparation.
- H. the necessary sanitary facilities for the performance of the preliminary site preparation.
- I. the necessary waste disposal services for the performance of the preliminary site preparation.

201.5.2 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Lump Sum Payment: The Contractor will be paid the lump sum price for the actual cost of satisfactorily providing the indirect materials required by the Work, the actual cost of project signage required by the Work, the actual cost of leasing a truck, \$150.00 per hour for each hour of time incurred for the services of a project executive to supervise the performance of the preliminary site preparation, \$90.00 per hour for each hour of time incurred for the services of a project manager to supervise the performance of the preliminary site preparation, \$70.00 per hour for each hour of time incurred for the services of a project engineer to supervise the performance of the preliminary site preparation, \$105.00 per hour for each hour of time incurred for the services of a field superintendent to supervise the performance of the preliminary site preparation, the actual cost of necessary water for the performance of the preliminary site preparation, the actual cost of necessary sanitary facilities for the performance of the preliminary site preparation, the actual cost of necessary waste disposal services for the performance of the preliminary site preparation. Allowances of \$1,400.00 for indirect materials required by the Work, \$650.00 for project signage required by the Work, \$750.00 for a truck lease, \$3,250.00 for the services of a project executive to supervise the performance of the preliminary site preparation, \$6,600.00 for the services of a project manager to supervise the performance of the preliminary site preparation, \$3,250.00 for the services of a project engineer to supervise the performance of the preliminary site preparation, \$11,250.00 for the services of a field superintendent to supervise the performance of the preliminary site

preparation, \$275.00 for the necessary water for the performance of the preliminary site preparation, \$450.00 necessary sanitary facilities for the performance of the preliminary site preparation, \$450.00 for necessary waste disposal services for the performance of the preliminary site preparation and \$750.00 for the project manager's and field superintendent's travel expenses have been provided in the Contract for the purpose of establishing the guaranteed maximum price. The actual cost of the each of these pay items may exceed or be less than the allowances for these pay items provided that the aggregate of all Contract pay items does not exceed the guaranteed maximum price.

201.6 OFFICE OVERHEAD

201.6.1 The Contractor shall provide the services of its office personnel to support the project executive, project manager, project engineer and field superintendent in supervising the performance of the preliminary site preparation.

201.6.2 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Percentage Payment: The Contractor will be paid 3.5% of the total amount of the cost of the preliminary site preparation for satisfactorily providing the services of its office personnel to support the project executive, project manager, project engineer and field superintendent in supervising the performance of the preliminary site preparation.

201.7 INSURANCE

201.7.1 The Contractor shall provide and maintain the insurance required by the Contract Documents.

201.7.2 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all charges and other expenses necessary to provide and maintain the insurance required by the Contract Documents.

B. Percentage Payment: The Contractor will be paid 1.25% of the total amount of the aggregate cost of the preliminary site preparation and office overhead of the preliminary site preparation for satisfactorily providing and maintaining the insurance required by the Contract Documents.

201.8 CONTRACTOR'S FEE

201.8.1 The Contractor shall provide the services of its management personnel to support the project manager in supervising the performance of the due diligence investigations.

201.8.2 MEASUREMENT AND PAYMENT

A. Incidental Cost: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies and other expenses necessary to complete this work in accordance with the specifications.

B. Percentage Payment: The Contractor will be paid 4.5% of the total amount of the aggregate cost of the preliminary site preparation and office overhead of the preliminary site preparation for satisfactorily providing the services of its management personnel to support the project executive, project manager, project engineer and field superintendent in supervising the performance of the preliminary site preparation.

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