

# City of Oakbrook Terrace

*City Hall  
17W275 Butterfield Rd.  
Oakbrook Terrace, IL 60181  
www.oakbrookterrace.net*



## City Council Meeting Agenda

Thursday, September 10, 2024  
7:00 PM

City Council Board Room

### Oakbrook Terrace City Council

*Mayor Paul Esposito*

*City Clerk Michael Shadley*

*Ward 1*

*Alderman Charlie Barbari*

*Alderman Joseph Beckwith*

*Ward 2*

*Alderman Frank Vlach*

*Alderman Dennis Greco*

*Ward 3*

*Alderman Bob Rada*

*Alderwoman Mary Fitzgerald*

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

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

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

1. Regular Meeting Minutes of August 27, 2024

**VI. PUBLIC PARTICIPATION**

**VII. ACTION ITEMS/CONSENT AGENDA**

1. Payment Of City Bills: September 10, 2024, In The Amount Of \$501,629.96
2. Treasurer’s Report: August 2024
3. Personnel & Payroll Report: August 2024
4. Ordinance No. 24 – 32: An Ordinance To Approve And Authorize The Waiver Of The Zoning Application And Building Permit Fees For Salt Creek School District Number 48
5. Ordinance No. 24 – 33: An Ordinance Amending The Provisions Of Chapter 35 Entitled “Taxes” Of Title III Entitled “Administration” Of The Code Of Oakbrook Terrace, Illinois, By Imposing A Municipal Grocery Retailers’ Occupation Tax And A Municipal Grocery Service Occupation Tax

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

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

**X. MAYOR ESPOSITO**

**XI. COMMITTEE OF THE WHOLE**

1. GSB-88 2024 Street Sealing Project Completion Payout 1<sup>st</sup> and Final
2. Bid Award Recommendation for the 2024 Curb and Gutter Project, Oakbrook Terrace, IL (CBBEL Project No. R920032.B129)

**XII. COUNCIL MEMBER COMMENTS**

**XIII. CITY ATTORNEY RAMELLO**

**XIV. CITY CLERK SHADLEY**

**XV. CITY ADMINISTRATOR RITZ**

**XVI. RECONVENE THE CITY COUNCIL MEETING**

**XVII. OLD BUSINESS**

**ADJOURN**

**Next Regular City Council meeting is September 24, 2024**

**Next Ordinance No. 24 – 34**

**Next Resolution No. 24 - 10**

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



**Memorandum for the Regular City Council Meeting and  
Committee of the Whole for  
Tuesday, September 10, 2024, at 7:00 PM**

**REGULAR COUNCIL MEETING AGENDA**

- I. CALL TO ORDER – Mayor Esposito**
- II. ROLL CALL – City Clerk Shadley**
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO THE AGENDA**
- V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS**
  - 1. Regular Meeting Minutes of August 27, 2024
- VI. PUBLIC PARTICIPATION**
- VII. ACTION ITEMS/CONSENT AGENDA**
  - 1. Payment Of City Bills: September 10, 2024, In The Amount Of \$501,629.96
  - 2. Treasurer's Report: August 2024
  - 3. Personnel & Payroll Report: August 2024
  - 4. Ordinance No. 24 – 32: An Ordinance To Approve And Authorize The Waiver Of The Zoning Application And Building Permit Fees For Salt Creek School District Number 48
  - 5. Ordinance No. 24 – 33: An Ordinance Amending The Provisions Of Chapter 35 Entitled "Taxes" Of Title III Entitled "Administration" Of The Code Of Oakbrook Terrace, Illinois, By Imposing A Municipal Grocery Retailers' Occupation Tax And A Municipal Grocery Service Occupation Tax

*The Mayor asks the City Council members if they would like to remove any item(s) from the Consent Agenda. The Mayor also asks the City Attorney if any items should be removed from the Consent Agenda by the Council because they are not ready or new information is available.*

RECOMMENDED MOTION: I move to approve all the items contained on the consent agenda for September 10, 2024 (as presented) or (as amended). (Roll Call Vote, Mayor's Vote Not Called).

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

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

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

**X. MAYOR ESPOSITO**

**XI. COMMITTEE OF THE WHOLE CONSIDERATIONS**

1. **GSB-88 2024 Street Sealing Project Completion Payout 1<sup>st</sup> and Final**

Please review the final invoice from American Road Maintenance in the amount of \$122,650.00 for the application of GSB-88, a gilsonite sealer binder, to the city-owned asphalt roadways. The invoice also included the re-stripping of our roadways.

Director of Public Services C. Ward will be in attendance if there are any further questions.

2. **Bid Award Recommendation for the 2024 Curb and Gutter Project, Oakbrook Terrace, IL (CBBEL Project No. R920032.B129)**

Please review the letter of recommendation from Director of Public Services C. Ward and Christopher B. Burke Engineering, Ltd (CBBEL) Daniel Lynch regarding the 2024 Curb Replacement Project. This project includes the removal of the concrete shoulder, a combination of concrete curb and gutter installation, structure adjustments, surface patching, and landscape restoration.

The City of Oakbrook Terrace received ten (10) bid packets on August 28, 2024, at the City Council Chambers. The packets were opened at 10:00 a.m. CBBEL provided the Bid Tabulator, which listed who bid on the project and the estimated cost and ranked them from lowest to highest.

CBBEL recommends that Acura, Inc. be awarded the project. Acura, Inc. possesses a current IDOT Certificate of Eligibility and has been awarded several contracts with other municipalities and local contractors, all of which have expressed satisfaction with its work performance.

Director of Public Services C. Ward and CBBEL representative Dan Lynch will be in attendance if there are any further questions.

**Recommended Action:** After careful consideration, the Mayor and Council shall instruct City Attorney Ramello, to construct a resolution for the next consent agenda.

**XII. COUNCIL MEMBER'S COMMENTS**

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

**XIII. CITY ATTORNEY RAMELLO**

**XIV. CITY CLERK SHADLEY**

**XV. CITY ADMINISTRATOR RITZ**

**XVI. RECONVENE THE CITY COUNCIL MEETING**

**XVII. OLD BUSINESS**

**ADJOURN**

# City of Oakbrook Terrace

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## City Council Meeting Minutes

Tuesday, August 27, 2024  
7:00 PM

City Council Board Room

### Oakbrook Terrace City Council

*Mayor Paul Esposito*

*City Clerk Michael Shadley*

*Ward 1*

*Alderman Charlie Barbari*

*Alderman Joseph Beckwith*

*Ward 2*

*Alderman Frank Vlach*

*Alderman Dennis Greco*

*Ward 3*

*Alderman Bob Rada*

*Alderwoman Mary Fitzgerald*

**I. CALL TO ORDER**

City Clerk Shadley called the August 27, 2024, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 P.M.

**II. ROLL CALL**

Roll call indicated the following City Council members in attendance:

**Present: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach**  
**Absent: Mayor Esposito**

Also in attendance: City Administrator J. Ritz, Assistant to the City Administrator A. Raffel, Police Chief C. Calvello, Deputy Chief D. Clark, and City Attorney R. Ramello.

**Motion to appoint Alderman Greco as President Pro Tempore for the August 27, 2024, City Council and Committee of the Whole was made by Alderman Beckwith and seconded by Alderman Rada. Roll call vote was taken:**

**Ayes: Barbari, Beckwith, Fitzgerald, Rada, and Vlach**  
**Nays: None**  
**Absent: None**  
**Abstain: Greco**

**III. PLEDGE OF ALLEGIANCE**

President Pro Tempore Greco led everyone in the Pledge of Allegiance.

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

None

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

**Motion to approve the August 13, 2024, minutes of the Regular City Council and Committee of the Whole, as presented, was made by Alderman Beckwith and seconded by Alderman Rada. Roll call vote was taken:**

**Ayes: Barbari, Beckwith, Greco, Fitzgerald, Rada, and Vlach**  
**Nays: None**  
**Absent: None**

**VI. MOTION TO TAKE FROM THE TABLE**



1. Draft Ordinance To Approve And Authorize The Execution Of An Auditing Services Agreement Between The City Of Oakbrook Terrace, Illinois, And Sikich CPA, LLC:

**Motion to Take From The Table Draft Ordinance To Approve And Authorize The Execution Of An Auditing Services Agreement Between The City Of Oakbrook Terrace, Illinois, And Sikich CPA, LLC was made by Alderman Beckwith and seconded by Alderwoman Fitzgerald:**

**Ayes: Barbari, Beckwith, Greco, Fitzgerald, Rada, and Vlach**

**Nays: None**

**Absent: None**

**Motion passed.**

**VII. PUBLIC PARTICIPATION**

None

**VIII. ACTION ITEMS/CONSENT AGENDA**

1. Payment Of City Bills: August 27, 2024, In The Amount Of \$141,489.02.

**Motion to approve the Action Items/Consent Agenda of August 27, 2024, Regular City Council and Committee of the Whole was made by Alderman Beckwith and seconded by Alderman Rada. Roll call vote was taken:**

**Ayes: Barbari, Beckwith, Greco, Fitzgerald, Rada, and Vlach**

**Nays: None**

**Absent: None**

**Motioned passed.**

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

None

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

**Motion to recess to the Committee of the Whole portion of this meeting was made by Alderman Barbari and seconded by Alderman Beckwith. An acclamation vote was taken:**

**Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach**

**Nays: None**

**Absent:       None**

**Motion passed.**

**XI.       PRESIDENT PRO TEMPORE GRECO**

1. President Pro Tempore Greco reminded everyone that City Hall will be closed on Monday, September 2nd, in observance of the Labor Day holiday.
2. President Pro Tempore Greco confirmed that Big Lots will be closing in October, and currently, Home Depot is not interested in expanding, nor is GFS or Aldi's interested in the site. City staff is still waiting to hear from Trader Joe's.
3. President Pro Tempore Greco stated that a town hall meeting to discuss traffic issues on MacArthur Drive will be held on Thursday, September 5th, at 7:00 P.M. in the City Council Chambers located at 17W261 Butterfield Road.

**XII.       COMMITTEE OF THE WHOLE**

1. **Fee Waiver For Building & Zoning Permit Fees Pertaining To Stella May Swartz School:**

Salt Creek School District 48 Superintendent Dr. Amy Zaher talked briefly about the building improvements being planned at Stella May Swartz School and inquired about the related Building and Zoning permit fees.

The City Council granted the fee waiver.

2. **Draft An Ordinance Authorizing And Ratifying The Issuance Of Pedestrian Crossing Signs For The City Of Oakbrook Terrace, Illinois:**

President Pro Tempe Greco asked the City Council to review the draft ordinance regarding the pedestrian crossing signs to be placed at MacArthur Drive and Karban Road. He stated that there was a price change after the initial ordinance and that the ordinance would need to be amended to reflect the new price. Assistant to the City Administrator Raffel explained the reason for the price changes and the additional installation costs.

The City Council agreed to the amended costs and will vote on the ordinance at the Reconvened Meeting.

3. **Draft Ordinance To Approve And Authorize The Execution Of An Auditing Services Agreement Between The City Of Oakbrook Terrace, Illinois, And Sikich CPA, LLC:**

President Pro Tempe asked the City Council to review the draft ordinance regarding the execution of auditing services with Sikich CPA, LLC.

City Attorney Ramello discussed the draft agreement between the City of Oakbrook Terrace and Sikich CPA, LLC. He stated that two items in the draft agreement related to insurance and limited liability were not agreed to by either of the parties.

Alderman Beckwith expressed his concern about the audit starting late saying that Sikich CPA, LLC is a reputable firm and we need to move forward so not to fall behind in the city's audit process.

Alderman Rada stated the City should move forward.

Alderwoman Fitzgerald stated that the City needs to move forward and pass the agreement.

The City Council was in agreement and will vote on the ordinance at the Reconvened Meeting.

4. **Discussion Of Traffic Patterns On MacArthur Drive:**

President Pro Tempe stated that he is asking the City Council to approve City Administrator Ritz's order for a directional traffic study with Christopher B. Burke Engineering, Ltd. He stated that the information received from the study will be valuable in any future decisions made regarding MacArthur Drive.

Alderman Rada asked for information about this study and how much it will cost.

Alderman Beckwith suggested expanding the study to include other neighborhood entrances to obtain a comprehensive understanding of traffic flow. He emphasized that any action taken on MacArthur Drive would have an impact on the entire neighborhood.

Alderwoman Fitzgerald asked who would be invited to the September 5<sup>th</sup> Town Hall meeting.

Alderman Barbari stated he feels nothing will change after the study and suggested keeping the traffic patterns the same as is and to stop wasting valuable resources on this matter.

5. **Amending The Provisions Of Chapter 35 Entitled "Taxes" Of Title III Entitled "Administration" Of The Code Of Oakbrook Terrace, Illinois, By Imposing A Municipal Grocery Retailers' Occupation Tax And A Municipal Grocery Service Occupation Tax:**

President Pro Tempe Greco asked the City Council to review the draft ordinance imposing a municipal grocery retailer occupation tax and a municipal grocery service occupation tax.

Alderman Rada provided an overview of the ordinance and why this ordinance has come before the City Council.

The City Council was in agreement with the ordinance and will vote on it at the subsequent meeting.

**6. Employee Retention And Recruitment Within The Police Department:**

President Pro Tempe read a statement regarding some of the issues concerning the police department's culture. He then opened the floor to Chief Calvello regarding the hiring and retaining of police officers for the City of Oakbrook Terrace.

Police Chief Calvello stated that the police commission handles the hiring process of police officers. Police Commissioner Bob Shanahan discussed the recruitment and hiring procedures for creating eligibility lists for new and lateral police officers. He discussed the dilemmas everyone is facing with hiring of police officers and offered suggestions for improving the current challenges facing the city's application process.

Chief Calvello and Deputy Chief Clark discussed the status of the police department's budget and staffing. The City Council asked questions and further discussed issues about current staffing and leadership.

**XIII. COUNCIL MEMBER COMMENTS**

Alderwoman Fitzgerald discussed an incident involving a resident and commended the police officers on how they communicated and handled the incident to find this resident – job well done.

Alderman Beckwith asked Salt Creek District 48 Superintendent Dr. Amy Zaher if she would attend a future city council meeting to present the proposed changes to Stella May Swartz School, which she agreed to attend.

Alderman Rada stated the Villa Park Library is seeing an increase in membership due to the lowered cost of library fees. He then commented on the completion of the Meyers Road construction project, and the great financial impact that the Democratic National Convention had for DuPage County hotels and restaurants.

**XIV. CITY ATTORNEY RAMELLO**

City Attorney will give his report during Executive Session.

**XV. CITY CLERK SHADLEY**

None

**XVI. CITY ADMINISTRATOR RITZ**

None

**XVII. RECONVENE THE CITY COUNCIL MEETING**

**Motion to reconvene the City Council meeting was made by Alderman Barbari and seconded by Alderman Beckwith. An acclamation vote was taken:**

**Ayes: Barbari, Beckwith, Greco, Fitzgerald, Rada, and Vlach**

**Nays: None**

**Absent: None**

**Motion passed.**

**XVIII. OLD BUSINESS**

**1. Ordinance No. 20–30: An Ordinance Authorizing And Ratifying The Issuance Of A Purchase Order For The Purchase Of Two Solar-Powered Blinking Pedestrian Crossing Signs For The City Of Oakbrook Terrace, Illinois:**

**Motion to Amend and Approve Ordinance No. 20–30: An Ordinance Authorizing And Ratifying The Issuance Of A Purchase Order For The Purchase Of Two Solar-Powered Blinking Pedestrian Crossing Signs For The City Of Oakbrook Terrace, Illinois Not To Exceed \$23,000 was made by Alderman Beckwith and seconded by Alderman Rada. A roll call vote was taken:**

**Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach**

**Nays: None**

**Absent: None**

**Motion passed.**

**2. Ordinance No. 24–31: An Ordinance To Approve And Authorize The Execution Of An Auditing Services Agreement Between The City Of Oakbrook Terrace, Illinois, And Sikich CPA, LLC:**

**Motion to Approve Ordinance No. 24–31: An Ordinance To Approve And Authorize The Execution Of An Auditing Services Agreement Between The City Of Oakbrook Terrace, Illinois, And Sikich CPA, LLC was made by Alderman Beckwith and seconded by Alderman Rada. A roll call vote was taken:**

**Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach  
Nays: None  
Absent: None**

**Motion passed.**

**XIX. RECESS TO EXECUTIVE SESSION**

- 1. Motion to discuss Closed Session Pursuant to Section 2(c)(11) Of The Open Meetings Act To Discuss Pending Litigation, motion made by Alderwoman Fitzgerald and seconded by Alderman Barbari. Roll call vote was taken:**

**Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach  
Nays: None  
Absent: None**

**Motion passed.**

**XX. EXECUTIVE SESSION**

- 1. Closed Session Pursuant to Section 2(c)(11) Of The Open Meetings Act To Discuss Pending Litigation.**

**XXI. RECONVENE THE CITY COUNCIL MEETING**

**Motion to reconvene the City Council meeting was made by Alderman Beckwith and seconded by Alderman Barbari. An acclamation vote was taken:**

**Ayes: Barbari, Beckwith, Fitzgerald, Greco, Rada, and Vlach  
Nays: None  
Absent: None**

**Motion passed.**

**ADJOURN**

**Motion to adjourn was made by Alderman Rada and seconded by Alderwoman Fitzgerald at 9:05 P.M.**

**Acclamation vote was made with all Ayes.**

**Motion carried unanimously.**

**Respectfully submitted,**

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**Amy Raffel, Recording Secretary**

**Attested:**

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**Michael Shadley  
City Clerk**

**Next Regular City Council meeting is September 10, 2024**

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**CITY OF OAKBROOK TERRACE**  
**Bills Payable Summary Report for September 10, 2024**

<b>Corporate Fund (01)</b>		
Check Run	\$	77,416.69
Manual Check	\$	13,021.62
<b>Corporate Fund Total (01)</b>	<b>\$</b>	<b>90,438.31</b>
<b>Impact Donation Fund (02)</b>		
Check Run	\$	-
Manual Check	\$	-
<b>Impact Donation Fund Total (02)</b>	<b>\$</b>	<b>-</b>
<b>Water Fund (03)</b>		
Check Run	\$	53,606.96
Manual Check	\$	50.32
<b>Water Fund Total (03)</b>	<b>\$</b>	<b>53,657.28</b>
<b>SSA Debt Service Fund (04)</b>		
Check Run	\$	-
Manual Check	\$	-
<b>SSA Debt Service Fund Total (04)</b>	<b>\$</b>	<b>-</b>
<b>Motor Fuel Tax Fund (05)</b>		
Check Run	\$	-
Manual Check	\$	-
<b>Motor Fuel Tax Fund Total (05)</b>	<b>\$</b>	<b>-</b>
<b>2012 Debt Service Business District (08)</b>		
Check Run	\$	-
Manual Check	\$	-
<b>2012 Debt Service Business District (08)</b>	<b>\$</b>	<b>-</b>
<b>Capital Improvement Fund (09)</b>		
Check Run	\$	2,000.00
Manual Check	\$	-
<b>Capital Improvement Fund Total (09)</b>	<b>\$</b>	<b>2,000.00</b>
<b>2012 Debt Service Business District (12)</b>		
Check Run	\$	-
Manual Check	\$	-
<b>2012 Debt Service Business District (12)</b>	<b>\$</b>	<b>-</b>
<b>Total Bills Payable</b>	<b>\$</b>	<b>146,095.59</b>



CITY OF OAKBROOK TERRACE  
 MANUAL BILLS PAYABLE

September 10, 2024

<u>Account No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
01-01-5780-00	KLA Productions, Inc.	Speakers & Light Production for Aug. 23, 2024 Summer Concert	113082	8/27/2024	4,000.00
01-01-5780-00		Speakers & Light Production for Aug. 30, 2024 Summer Concert			4,000.00
01-01-5780-00		Speakers & Light Production for Sept. 6, 2024 Summer Concert			4,000.00
					<b>\$ 12,000.00</b>
01-02-4550-01	Standard Insurance Co.	September 2024 Premium - PS Admin.	113083	8/27/2024	84.72
01-02-4550-03		September 2024 Premium - PS Officers			214.81
03-12-4550-00		September 2024 Premium - Water			50.32
01-02-4550-04		September 2024 Premium - PS Dets.			49.67
.01-11-4550-00		September 2024 Premium - Finance			51.18
01-04-4550-00		September 2024 Premium - Streets			61.93
01-01-4550-00		September 2024 Premium - Admin.			54.61
01-02-4550-02		September 2024 Premium - PS Sgts.			77.40
01-03-4550-00		September 2024 Premium - Comm. Dev.			64.41
01-11-5640-00	VSA - Vision Service Plan	Vision Service Plan - September 2024	113084	8/27/2024	348.38
01-00-1590-00		COBRA Vision - September 2024			14.51
					<b>\$ 362.89</b>

**\$ 13,071.94**

# Accounts Payable GL Distribution Report

User: JEsposito  
 Printed: 9/5/2024 - 1:24 PM  
 Batch: 00001.09.2024  
 Fiscal Period: 5  
 JE Date: 09/05/2024



**CITY OF OAKBROOK TERRACE**  
 179025 BUTTERFIELD ROAD  
 OAKBROOK TERRACE, IL 60181  
 630-541-6300

Fund	DR Amount	CR Amount	Account Number	Description
01 CORPORATE FUND	0.00	77,416.69	01-00-1060-00	HARRIS CHECKING A/P 0129
	77,416.69	0.00	01-00-2010-00	ACCOUNTS PAYABLE
	<u>77,416.69</u>	<u>77,416.69</u>		
03 WATER FUND	0.00	53,606.96	03-00-1060-00	HARRIS A/P 0129
	53,606.96	0.00	03-00-2010-00	ACCOUNTS PAYABLE
	<u>53,606.96</u>	<u>53,606.96</u>		
09 CAPITAL IMPROVEMENT FUND	0.00	2,000.00	09-00-1060-00	Harris A/P 0129
	2,000.00	0.00	09-00-2010-00	Accounts Payable
	<u>2,000.00</u>	<u>2,000.00</u>		
Grand Total:	<u>133,023.65</u>	<u>133,023.65</u>		

# Accounts Payable

## Computer Check Proof List by Vendor

User: JEsposito  
 Printed: 09/05/2024 - 1:21PM  
 Batch: 00001.09.2024



**CITY OF OAKBROOK TERRACE**  
 174273 BUTTERFIELD ROAD  
 OAKBROOK TERRACE, IL 60181  
 630-941-8300

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: A.R.M	A.R.M. & Associates Inc				ACH Enabled: False
1027	City's share Amnesty program	214.00	09/10/2024	Check Sequence: 1 01-01-5600-00	
	Check Total:	214.00			
Vendor: Admin C	Administrative Consulting Specialists LLC				ACH Enabled: False
1797	Grant Writing and Admin Services (Inv. 3 of 4) 2	6,250.00	09/10/2024	Check Sequence: 2 01-01-5600-00	
	Check Total:	6,250.00			
Vendor: Amazon	Amazon Capital Services				ACH Enabled: False
ID9VNYCJKDPL	Aluminum pans for NNO 2024 food	34.98	09/10/2024	Check Sequence: 3 01-02-5780-00	
ID9VNYCJKDPL	36 Count whiteboard dry erase markers	18.89	09/10/2024	01-02-6120-00	
ID9VNYCJKDPL	3 Pack Evidence Room rubbermade totes	109.75	09/10/2024	01-02-6120-00	
ID9VNYCJKDPL	500 Piece coin envelopes for Evidence Room	16.29	09/10/2024	01-02-6120-00	
ID9VNYCJKDPL	12 Pack wide ruled writing note pads	10.61	09/10/2024	01-02-6120-00	
ID9VNYCJKDPL	INLAND 10 pack flash drive memory stick thurt	32.98	09/10/2024	01-02-6120-00	
ID9VNYCJKDPL	4 Pack Evidence Room rubbermade totes	89.99	09/10/2024	01-02-6120-00	
ID9VNYCJKDPL	16 Piece whiteboard dry erasers	11.98	09/10/2024	01-02-6120-00	
ID9VNYCJKDPL	80 Pack microfiber cleaning cloths	25.59	09/10/2024	01-02-6120-00	
ID9VNYCJKDPL	Microfiber cleaning cloths for NNO 2024	29.99	09/10/2024	01-02-5780-00	
ID9VNYCJKDPL	8 Pack legal note pads	10.99	09/10/2024	01-02-6120-00	
IJ9VR4K9JQY	Return credit for monitor stand	-37.87	09/10/2024	01-03-6120-00	
1VTTV1CML9C6	Fountain cleaner chlorine tabs	79.94	09/10/2024	01-04-6190-00	
1VTTV1CML9C6	Shop supplies - paper plates	51.36	09/10/2024	01-04-6130-00	
1VTTV1CML9C6	Gator - clutch puller removal tool	28.95	09/10/2024	01-04-5663-00	
1VTTV1CML9C6	2 "Danger - No smoking" Fuel Island vinyl decal	11.98	09/10/2024	01-04-6190-00	
1VTTV1CML9C6	Shop supplies - coffee	15.49	09/10/2024	01-04-6130-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
IVTTV1CML9C6	1 Long-sleeve polo shirt	45.34	09/10/2024	01-04-6190-00	
IVTTV1CML9C6	2 Pop-Up tents for City-wide events	339.98	09/10/2024	01-01-5780-00	
IVTTV1CML9C6	Gator - clutch drive belt	48.50	09/10/2024	01-04-5663-00	
IVTTV1CML9C6	Shop supplies - paper towels	27.99	09/10/2024	01-04-6130-00	
IVTTV1CML9C6	2 Pop-Up tents for City-wide events	359.98	09/10/2024	01-01-5780-00	
IVTTV1CML9C6	Business Prime Membership fee	499.00	09/10/2024	01-01-5610-00	
IVTTV1CML9C6	Gator - primary drive clutch	248.00	09/10/2024	01-04-5663-00	
IVTTV1CML9C6	Promotion & discount	-7.92	09/10/2024	01-04-6190-00	
IVTTV1CML9C6	Peterbilt truck scan tool	159.99	09/10/2024	01-04-5663-00	
IVTTV1CML9C6	2 "Diesel Fuel" vinyl decals	13.40	09/10/2024	01-04-6190-00	
IVTTV1CML9C6	Shop supplies - paper coffee cups	79.18	09/10/2024	01-04-6130-00	
IVTTV1CML9C6	4 Fuel Island vinyl decals	30.36	09/10/2024	01-04-6190-00	
	Check Total:	2,385.69			
Vendor: battery	Battery Service Corp.			Check Sequence: 4	ACH Enabled: False
0113065	Battery terminal	95.32	09/10/2024	01-04-5663-00	
	Check Total:	95.32			
Vendor: Chada	Michael Chada			Check Sequence: 5	ACH Enabled: False
	Plumbing Inspection Fees - 8/22-8/28/2024	328.60	09/10/2024	01-03-5600-00	
	Check Total:	328.60			
Vendor: cintas	Cintas Corporation			Check Sequence: 6	ACH Enabled: False
4202959741	PD Floor Mat Service	94.37	09/10/2024	01-02-5770-01	
4202959760	City Hall Floor Mat Service	273.80	09/10/2024	01-04-5770-01	
	Check Total:	368.17			
Vendor: CintasCo	Cintas Corporation			Check Sequence: 7	ACH Enabled: False
8406981209	1st Aid Cabinet maintenance	413.85	09/10/2024	01-04-5770-00	
	Check Total:	413.85			
Vendor: Clarke	Clarke Environmental Mosquito Management, Inc.			Check Sequence: 8	ACH Enabled: False
001035016	Mosquito Management Service - Invoice 4 of 4	4,275.00	09/10/2024	01-04-5740-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	4,275.00			
Vendor: ClarkHil 1470092	Clark Hill P.L.C. General Legal Counsel	12,938.00	09/10/2024	Check Sequence: 9 01-01-5674-00	ACH Enabled: False
	Check Total:	12,938.00			
Vendor: Comcast3 877120090031738	Comcast PD Digital Adapters - 8/28-9/27/2024	52.50	09/10/2024	Check Sequence: 10 01-02-5668-00	ACH Enabled: False
	Check Total:	52.50			
Vendor: crystal 32052	Crystal Maintenance Plus, Corp CH Dept Cleaning Services - August 2024	525.20	09/10/2024	Check Sequence: 11 01-04-5770-01	ACH Enabled: False
32052	PD Cleaning Services - August 2024	1,740.30	09/10/2024	01-02-5770-01	
	Check Total:	2,265.50			
Vendor: CTCorp 15079	Current Technologies Corp APC Back-UPS 650 VA Desktop UPS - Tower (t	108.73	09/10/2024	Check Sequence: 12 01-01-6151-00	ACH Enabled: False
15089	Barracuda Backup Server Storage Upgrade	19,491.94	09/10/2024	01-01-6151-00	
	Check Total:	19,600.67			
Vendor: DeMario 2024-890	Nicole DeMario Detective's quarterly clothing allowance	225.00	09/10/2024	Check Sequence: 13 01-02-5715-00	ACH Enabled: False
	Check Total:	225.00			
Vendor: DPCVB 2024-891	DuPage Cnv. & Visitors Bureau Grant Program - Hilton Suites Chicago 5/30-6/2/	459.00	09/10/2024	Check Sequence: 14 01-06-5782-00	ACH Enabled: False
2024-892	Grant Program - Hilton Suites Chicago 6/5-6/8/2	208.50	09/10/2024	01-06-5782-00	
2024-893	Grant Program - Hilton Suites Chicago 5/8-5/13/	619.20	09/10/2024	01-06-5782-00	
2024-894	Grant Program - Hilton Suites Chicago 5/29-5/31	387.00	09/10/2024	01-06-5782-00	
2024-895	Grant Program - Hilton Suites Chicago 5/10-5/11	128.50	09/10/2024	01-06-5782-00	
	Grant Program - Hilton Suites Chicago 4/25-4/28	191.25	09/10/2024	01-06-5782-00	
	Check Total:	1,993.45			
Vendor: DuBois	Katherine DuBois			Check Sequence: 15	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Residential Security Rebate program (1 camera c	99.99	09/10/2024	01-01-5790-00	
	Check Total:	99.99			
Vendor: DWC 01-1700-00	DuPage Water Commission 9,446,000 Gal. water purchased - 7/31-8/31/2024	52,708.68	09/10/2024	Check Sequence: 16 03-12-5845-00	ACH Enabled: False
	Check Total:	52,708.68			
Vendor: FIOTI OBT 8-24 OBT DUI 8-24	Law Offices of John L. Fiotti City Prosecutions - August 2024 DUI Prosecutions - August 2024	3,363.75 1,950.00	09/10/2024 09/10/2024	Check Sequence: 17 01-01-5672-00 01-01-5672-00	ACH Enabled: False
	Check Total:	5,313.75			
Vendor: Fox3 IN00706672	Fox Valley Fire & Safety PD F14200 Fire system test/inspection	463.00	09/10/2024	Check Sequence: 18 01-02-5770-00	ACH Enabled: False
	Check Total:	463.00			
Vendor: Herc 34716762-002	Herc Rentals Inc. Light tower for Summer Concert Series 2024	880.86	09/10/2024	Check Sequence: 19 01-01-5780-00	ACH Enabled: False
	Check Total:	880.86			
Vendor: himsdale 008408-000 008427-000 111731-000	Flagg Creek Water Reclamation District WMF Sewer - 6/27-7/30/2024 City Hall Sewer - 6/27-7/30/2024 PSB Sewer - 6/27-7/30/2024	18.90 92.36 35.15	09/10/2024 09/10/2024 09/10/2024	Check Sequence: 20 03-12-5758-00 01-04-5758-00 01-04-5758-00	ACH Enabled: False
	Check Total:	146.41			
Vendor: homedep2 2211317 3624976 4043408 522136 610068 610122 6524503	Dept. 32 - 2014816825 Home Depot Credit Services Saws and shears Shop hardware supplies Mailbox posts, mums, propane exchange Pruners & weed killer Ant bait traps, Rain-X Screws Propane for Summer Concerts 2024	221.32 70.40 145.42 203.33 36.76 2.76 59.94	09/10/2024 09/10/2024 09/10/2024 09/10/2024 09/10/2024 09/10/2024 09/10/2024	Check Sequence: 21 03-12-6190-00 01-04-6130-00 01-04-6133-00 01-04-6190-00 01-04-5770-00 01-04-6190-00 01-01-5780-00	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
6524607	Sand	46.44	09/10/2024	01-04-6190-00	
7524345	Ratchet strap sets	57.92	09/10/2024	01-04-6190-00	
8524217	Landscape shop supplies	127.33	09/10/2024	01-04-6130-00	
	Check Total:	971.62			
Vendor: library	Villa Park Public Library			Check Sequence: 22	ACH Enabled: False
	22 Library cards issued for July 2024	5,260.16	09/10/2024	01-01-5785-00	
	Check Total:	5,260.16			
Vendor: maureen	Maureen McGuire			Check Sequence: 23	ACH Enabled: False
4036	September/October Terrace Leaves newsletter	2,485.00	09/10/2024	01-01-5625-00	
	Check Total:	2,485.00			
Vendor: MECO	MECO Consulting Group LLC			Check Sequence: 24	ACH Enabled: False
1626	FY25 Communications Services - August 2024	2,240.00	09/10/2024	01-01-5668-00	
	Check Total:	2,240.00			
Vendor: MimoltaC	Konica Minolta Business Soluti			Check Sequence: 25	ACH Enabled: False
9010079516	Water Copier Maintenance - 7/26-8/25/2024	1.49	09/10/2024	03-12-5660-00	
9010079516	Streets Copier Maintenance - 7/26-8/25/2024	3.19	09/10/2024	01-04-5660-00	
	Check Total:	4.68			
Vendor: Minute	Minuteman Press			Check Sequence: 26	ACH Enabled: False
125925	Water bill flyers	325.30	09/10/2024	03-12-5600-00	
125977	Post card mailer for 9/5 Special Town Hall meeti	867.01	09/10/2024	01-01-5700-00	
	Check Total:	1,192.31			
Vendor: oherron	Ray O'Herron Co. Inc.			Check Sequence: 27	ACH Enabled: False
2361823	200 Boxes of 5.56mm ammunition	1,592.00	09/10/2024	01-02-6190-00	
2362399	40 Boxes of 9mm ammunition	602.00	09/10/2024	01-02-6190-00	
	Check Total:	2,194.00			
Vendor: Packey	Packey Webb Ford			Check Sequence: 28	ACH Enabled: False
C63875	Squad #8 heat exchange replacement	2,214.95	09/10/2024	01-02-5663-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,214.95			
Vendor: pitney1	Reserve Account Pitney Bowes Inc.			Check Sequence: 29	ACH Enabled: False
28024552	Replenish Water Postage - 7/25-8/20/24	22.08	09/10/2024	03-12-6170-00	
28024552	Replenish Admin Postage - 7/25-8/20/24	2.35	09/10/2024	01-01-6170-00	
28024552	Replenish Finance Postage - 7/25-8/20/24	104.82	09/10/2024	01-11-6170-00	
28024552	Replenish Comm. Dev. Postage - 7/25-8/20/24	75.76	09/10/2024	01-03-6170-00	
	Check Total:	205.01			
Vendor: Pitney-2	Pitney Bowes Global Financial Svcs			Check Sequence: 30	ACH Enabled: False
3106783318	PD Postage Rental - 6/30-9/29/2024	163.53	09/10/2024	01-02-6170-00	
	Check Total:	163.53			
Vendor: Runco	Runco Office Supplies and Equipment Company			Check Sequence: 31	ACH Enabled: False
947832-0	CH kitchen supplies - coffee cups	23.80	09/10/2024	01-01-6130-00	
948514-0	PD copy paper (3 cartons)	137.97	09/10/2024	01-02-6120-00	
948890-0	CH Office supplies - file jackets, post-its, copy p	460.89	09/10/2024	01-01-6120-00	
	Check Total:	622.66			
Vendor: SC	Steel City Corporation			Check Sequence: 32	ACH Enabled: False
448521	Mailbox paper tubes	711.66	09/10/2024	01-04-6133-00	
	Check Total:	711.66			
Vendor: Semper	Semper Fi Landscaping Inc			Check Sequence: 33	ACH Enabled: False
2024-1343	Streambank Proj. maintenance & monitoring	2,000.00	09/10/2024	09-12-7190-07	
	Check Total:	2,000.00			
Vendor: subdoor	Suburban Door Check & Lock Service, Inc.			Check Sequence: 34	ACH Enabled: False
IN571362	Key duplicate	28.00	09/10/2024	01-04-5770-00	
	Check Total:	28.00			
Vendor: Suburb	Suburban Laboratories, Inc.			Check Sequence: 35	ACH Enabled: False
228031	TTH14/HAA testing for compliance	259.88	09/10/2024	03-12-5600-00	



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	259.88			
Vendor: Tameling 0196550-IN	Tameling Industries Inc Crushed granite rock for walking path repair - K	1,402.44	09/10/2024	Check Sequence: 36 01-04-6133-00	ACH Enabled: False
	Check Total:	1,402.44			
Vendor: UB*00368	MOHAMMED ZAKI UDDIN Refund Check 002155-000, 730 E OLIVIA BRO	3.22	08/27/2024	Check Sequence: 37 03-00-2010-00	ACH Enabled: False
	Check Total:	3.22			
Vendor: UB*00369	SHANTANU KAMRA Refund Check 003043-000, 1S480 MONTERE	46.09	08/27/2024	Check Sequence: 38 03-00-2010-00	ACH Enabled: False
	Check Total:	46.09			
	Total for Check Run:	133,023.65			
	Total of Number of Checks:	38			



City Treasurer's Report

Aug-24

<u>CORPORATE FUND</u>	<b>BALANCE July 31, 2024</b>	<b>RECEIVED</b>	<b>DISBURSED</b>	<b>BALANCE Aug-24</b>	<b>INTEREST RATE</b>
PAYROLL	\$19,456	\$355,081	\$354,209	\$20,328	
Interfund Transfers		\$198,150	\$396,992		
Revenue/Expenditures		\$916,013	\$246,653		
Checking/MM Total	\$2,435,073	\$1,114,163	\$643,645	\$2,905,590	
DUI TECH FEE ACCT	\$39,486	\$0	\$0	\$39,486	
STATE FORFEITURE	\$2,056	\$0	\$0	\$2,056	
FEDERAL FORFEITURE	\$2,165	\$0	\$0	\$2,165	
FUEL SYSTEM REPLACEMENT	\$87,319	\$1	\$0	\$87,320	0.010%
TRAFFIC LIGHT ENFORCEMENT	\$4,406,227	\$0	\$0	\$4,406,227	
SFAM LLC 2022-6902	\$3,758,801	\$24,012	\$56	\$3,782,758	*
<b>CORPORATE TOTAL</b>	<b>\$10,750,583</b>	<b>\$1,493,256</b>	<b>\$997,909</b>	<b>\$11,245,930</b>	
<b><u>CAPITAL IMPROVEMENTS</u></b>					
MONEY MARKET (HARRIS)	\$5,166,650	\$0	\$0	\$5,166,650	
SFAM LLC 5909-3614	\$387,751	\$2,995	\$21	\$390,725	*
<b>CAPITAL IMPROVEMENT TOTAL</b>	<b>\$5,554,401</b>	<b>\$2,995</b>	<b>\$21</b>	<b>\$5,557,375</b>	
<b><u>MOTOR FUEL TAX FUND</u></b>					
MONEY MARKET (HARRIS)	\$460,514	\$10,441	\$0	\$470,955	
<b>MFT TOTAL</b>	<b>\$460,514</b>	<b>\$10,441</b>	<b>\$0</b>	<b>\$470,955</b>	
<b><u>BUSINESS DISTRICT #1</u></b>					
2012 BUS. DIST. DEBT SERVICE	\$611,640	\$659	\$0	\$612,300	1.272%
<b>BUSINESS DISTRICT TOTAL</b>	<b>\$611,640</b>	<b>\$659</b>	<b>\$0</b>	<b>\$612,300</b>	
<b><u>SSA DEBT SERVICE FUND</u></b>					
HARRIS	\$602	\$0	\$0	\$602	
<b>SSA DEBT SERVICE TOTAL</b>	<b>\$602</b>	<b>\$0</b>	<b>\$0</b>	<b>\$602</b>	
<b><u>WATER</u></b>					
MONEY MARKET (HARRIS)	\$406,902	\$61,715	\$63,308	\$405,309	
ESCROW ACCT.	\$35,267	\$0	\$0	\$35,267	
WATER FUND CAPITAL	\$930,402	\$1,003	\$0	\$931,405	1.272%
<b>WATER TOTAL</b>	<b>\$1,372,571</b>	<b>\$62,718</b>	<b>\$63,308</b>	<b>\$1,371,981</b>	
<b>ALL FUNDS TOTALED</b>	<b>\$18,750,312</b>	<b>\$1,570,069</b>	<b>\$1,061,237</b>	<b>\$19,259,143</b>	
<b>NET INCREASE (DECREASE)</b>		<b>\$ 508,831</b>			

\* Multiple Securities Purchased Having Various Interest Rates

Prepared By,  
Tanya Walker, Treasurer



**CITY OF OAKBROOK TERRACE**  
**Department Payroll Summary Report for August 2024**

Executive Administration	\$	42,396.27
Special Events	\$	10,314.63
Police Administration	\$	65,190.25
Police Sergeants	\$	54,171.94
Police Officers	\$	160,152.79
Police Investigations	\$	24,125.04
Police Court Time / Stand-by	\$	1,317.14
Building & Zoning	\$	36,450.66
P&Z Commission	\$	-
Public Services - Streets	\$	33,379.41
Police Commission	\$	550.00
Finance	\$	30,694.23
Traffic Light Enforcement		
Traffic Light Enforcement Court Time		
<b>General Fund Total</b>	<b>\$</b>	<b>458,742.36</b>
Public Services - Water	\$	42,887.60
<b>Water Fund Total</b>	<b>\$</b>	<b>42,887.60</b>
Snow Duties	\$	-
<b>Motor Fuel Tax Fund Total</b>	<b>\$</b>	<b>-</b>
<b>Total Gross Payroll</b>		<b>\$ 501,629.96</b>

**SEP 10 2024**

**ORDINANCE NO. 24 - 32**

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE WAIVER OF THE ZONING APPLICATION AND BUILDING PERMIT FEES FOR SALT CREEK SCHOOL DISTRICT NUMBER 48**

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

**WHEREAS**, Salt Creek School District Number 48, a governmental entity, is proposing the construction of improvements to Stella May Swartz School;

**WHEREAS**, Section 154.11 of the Code of Oakbrook Terrace, Illinois, authorizes the City Council to approve a waiver of any or all fees for the benefit of any governmental entity, except for deposits made to reimburse the City for the costs of professional, architectural, planning, engineering and legal services and fees used to pay the City’s out-of-pocket costs, including, but not limited to, publication costs and fees for the services of a court reporter; and

**WHEREAS**, the corporate authorities of the City deem it necessary, desirable and in the best interests of the City to grant a waiver of the City’s zoning application and building permit fees to Salt Creek School District Number 48 for the construction of improvements to Stella May Swartz School in the City;

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

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

**Section 2:** It Is hereby determined that it is advisable, necessary and in the public interest that the City, pursuant to Section 154.11 of the Code of Oakbrook Terrace, Illinois, grant the Salt Creek School District Number 48 a waiver of the City’s zoning application and building permit fee for the construction of improvements to Stella May Swartz School in the City.

**Section 3:** The Community Development Director shall be and is hereby authorized and directed to accept and process the zoning application and the building permit application submitted by Salt Creek School District Number 48 for construction of improvements to the Stella May Swartz School in the City without the payment of a zoning application or building permit fee otherwise required by the Code of Oakbrook Terrace, Illinois.

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

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

**ADOPTED** this 10<sup>th</sup> day of September 2024, pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED** by me this this 10<sup>th</sup> day of September 2024.

\_\_\_\_\_  
Paul Esposito, Mayor of the City of  
Oakbrook Terrace, DuPage County, Illinois

**ATTESTED** and filed in my office,  
this is the 10<sup>th</sup> day of September 2024.

\_\_\_\_\_  
Michael Shadley, Clerk of the City of  
Oakbrook Terrace, DuPage County, Illinois

## ORDINANCE NO. 24 – 33

**AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 35 ENTITLED  
“TAXES” OF TITLE III ENTITLED “ADMINISTRATION” OF THE CODE OF  
OAKBROOK TERRACE, ILLINOIS, BY IMPOSING A  
MUNICIPAL GROCERY RETAILERS’ OCCUPATION TAX AND A  
MUNICIPAL GROCERY SERVICE OCCUPATION TAX**

---

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

**WHEREAS**, Section 1-2-1 of the Illinois Municipal Code, 65 ILCS 5/1-2-1 authorizes the corporate authorities of the City to pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to the City, with such fines or penalties as may be deemed proper;

**WHEREAS**, the Municipal Grocery Occupation Tax Law codified as Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24, authorizes the corporate authorities of the City to impose a tax, to be effective or after January 1, 2026, upon all persons engaged in the business of selling groceries at retail in the City at the rate of one percent (1%) of the gross receipts from the sales of the groceries (the “Municipal Grocery Retailers’ Occupation Tax”);

**WHEREAS**, the Municipal Grocery Retailers’ Occupation Tax, the Municipal Grocery Service Occupation Tax and all civil penalties that may be assessed as an incident of the taxes are to be administered, collected and enforced by the Illinois Department of Revenue;

**WHEREAS**, Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24, requires any municipality imposing a Municipal Grocery Retailers’ Occupation Tax to also impose a Service Occupation Tax at the same rate, upon all persons engaged, in the City, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service (the “Municipal Grocery Service Occupation Tax”);

**WHEREAS**, the City Council has determined that it is desirable, necessary and in the best interests of the City and its residents that the City amend the Code of Oakbrook Terrace, Illinois to impose both a Municipal Grocery Retailers’ Occupation Tax and a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24; and,

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

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

**Section 2. Adoption of Municipal Grocery Retailers' Occupation Tax.** Chapter 35 Entitled "Taxes" of Title III Entitled "Administration" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by adding thereto a subchapter entitled "Municipal Grocery Retailers' Occupation Tax" and Sections 35.160 entitled "MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX IMPOSED; RATE," 35.161 entitled "COLLECTION OF TAX" and 35.162 entitled "EFFECTIVE DATE" to read as follows:

**Municipal Grocery Retailers' Occupation Tax**

**§ 35.160 MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX IMPOSED; RATE.** A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in the City at the rate of one percent (1%) of the gross receipts from such sales made in the course of such business.

**§ 35.161 COLLECTION OF TAX.** The tax imposed by Section 35.160 shall be remitted by all persons engaged in the business of selling groceries at retail in the City to the Illinois Department of Revenue. Any tax required to be collected pursuant to or as authorized by Section 35.160 and any such tax collected by a retailer and required to be remitted to the Illinois Department of Revenue shall constitute a debt owed by the retailer to the State of Illinois. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue. The Illinois Department of Revenue shall have full power to administer and enforce the tax imposed by Section 35.160.

**§ 35.162 EFFECTIVE DATE.** The tax imposed by Section 35.160 shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this ordinance with the Illinois Department of Revenue, if filed on or before the preceding first day of April; or (iii) the first day of January next following the adoption and filing of this ordinance with the Illinois Department of Revenue, if filed on or before the preceding first day of October.

**Section 3. Adoption of Municipal Grocery Retailers' Occupation Tax.** Chapter 35 Entitled "Taxes" of Title III Entitled "Administration" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by adding thereto a subchapter entitled "Municipal Grocery Retailers' Occupation Tax" and Sections 35.170 entitled "MUNICIPAL GROCERY SERVICE OCCUPATION TAX IMPOSED; RATE," 35.171 entitled "COLLECTION OF TAX" and 35.172 entitled "EFFECTIVE DATE" to read as follows:

**Municipal Grocery Service Occupation Tax**

**§ 35.170 MUNICIPAL GROCERY SERVICE OCCUPATION TAX IMPOSED; RATE.** A tax is hereby imposed upon all persons engaged in the City in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service at the rate of one percent (1%) of the gross receipts from such sales made in the course of such business.

**§ 35.171 COLLECTION OF TAX.** The tax imposed by Section 35.170 shall be remitted by all persons engaged in the business of selling groceries at retail in the City to

the Illinois Department of Revenue. Any tax required to be collected pursuant to or as authorized by Section 35.170 and any such tax collected by a retailer and required to be remitted to the Illinois Department of Revenue shall constitute a debt owed by the retailer to the State of Illinois. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Illinois Department of Revenue. The Illinois Department of Revenue shall have full power to administer and enforce the tax imposed by Section 35.170.

**§ 35.172 EFFECTIVE DATE.** The tax imposed by Section 35.170 shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this ordinance with the Illinois Department of Revenue, if filed on or before the preceding first day of April; or (iii) the first day of January next following the adoption and filing of this ordinance with the Illinois Department of Revenue, if filed on or before the preceding first day of October.

**Section 4. Severability.** If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this ordinance.

**Section 5. Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

**Section 6. Filing of Ordinance.** Once approved, the City Clerk shall be and is hereby directed and authorized to certify a copy of this ordinance and to promptly file a certified copy of this ordinance with the Illinois Department of Revenue.

**[The remainder of this page is left blank intentionally.]**



**Section 7. Effective Date.** This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this ordinance with the Illinois Department of Revenue, if filed on or before the preceding first day of April; or (iii) the first day of January next following the adoption and filing of this ordinance with the Illinois Department of Revenue, if filed on or before the preceding first day of October.

ADOPTED this 10<sup>th</sup> day of September 2024, pursuant to a roll call vote as follows:

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

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

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

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

APPROVED by me this 10<sup>th</sup> day of September 2024.

\_\_\_\_\_  
Paul Esposito, Mayor of the City of  
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,  
this 10<sup>th</sup> day of September 2024.

\_\_\_\_\_  
Michael Shadley, Clerk of the City of  
Oakbrook Terrace, DuPage County, Illinois

**CERTIFICATION OF ORDINANCE**

I, Michael Shadley, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Oakbrook Terrace, DuPage County, Illinois (the "City"), and that as such official, I am the keeper of the records and files of the City Council of the City (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete copy of Ordinance No. 24 - \_\_\_\_\_ entitled:

***AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 35 ENTITLED "TAXES" OF TITLE III ENTITLED "ADMINISTRATION" OF THE CODE OF OAKBROOK TERRACE, ILLINOIS, BY IMPOSING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX***

A true, correct and complete copy of said ordinance was passed and approved at a meeting of the Corporate Authorities held on the 10<sup>th</sup> day of September 2024.

I do further certify that on the 10<sup>th</sup> day of September 2024 said ordinance was published in pamphlet form as authorized and directed by the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 10<sup>th</sup> day of September 2024.

---

Michael Shadley, Clerk  
City of Oakbrook Terrace, Illinois



## **Interdepartmental Memo**

**To: Jim Ritz, City Administrator**

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

**Re: GSB-88 2024 Street Sealing Project Completion Payout 1<sup>st</sup> and Final**

**Date: September 3, 2024**

**Attached is the final invoice from American Road Maintenance in the amount of \$122,650.00 for the application of GSB-88 which is a gilsonite sealer binder that was applied to our City owned asphalt roadways. The invoice also includes the re-striping of our roadways.**

**I have verified the quantities and the work and recommend that American Road Maintenance be paid in full for their work in the amount of \$122,650.00.**

**Our approved FY 2024-25 budget was set at \$164,000 for this project.**



American Road Maintenance  
 4554 E Eco Industrial Place  
 Tucson, AZ 85756

# Invoice

Date	Invoice #
8/31/2024	17337

<b>Bill To</b>
City of Oakbrook Terrace

<b>Job Site</b>
Various Streets

**Please remit payments to:  
 American Road Maintenance  
 4554 E Eco Industrial Place  
 Tucson, AZ 85756**

<b>Terms</b>

Quantity	Unit of Measure	Description	Unit Price	Extended Price
87,000	SY	GSB-88 Asphalt Rejuvenator	1.35	117,450.00
25	EA	Replace Stop Bars		
1	EA	Replace Crosswalks		
700	LF	Double Yellow Centerline		
500	LF	6" White Line		
12	EA	Chevrons White		
13	EA	12" Yellow Islands		
500	LF	6" Yellow		
		Total Striping	5,200.00	5,200.00

ACCOUNT NUMBER 09-12-7193-00  
 AMOUNT \$122,650.00  
 DESCRIPTION Final Invoice OBT  
Street Sealing Project  
2024 GSB-88  
 APPROVED CW

			<b>Total</b>	\$122,650.00
--	--	--	--------------	--------------

Phone #	Fax #	E-mail	Web Site
(520) 313-0565	(815) 301-3072	marc@armwestcoast.com	www.armwestcoast.com



**CONTRACT DOCUMENTS**

**FOR THE**

**2024 STREET SEALING PROJECT**

**CITY OF OAKBROOK TERRACE, DUPAGE COUNTY, ILLINOIS**

---

James D. Ritz, City Administrator  
City Of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, Illinois 60181  
(630) 941-8300  
FAX (630) 941-7254  
E-Mail: [jritz@oakbrookterrace.net](mailto:jritz@oakbrookterrace.net)

Craig Ward, Director of Public Services  
City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181  
Phone: (630) 941-1651  
Fax: (630) 941-9224  
E-Mail: [cward@oakbrookterrace.net](mailto:cward@oakbrookterrace.net)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/08/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Scott & McCauley Insurance Agency 2 Ritz Carlton Drive Suite 204 Dana Point CA 92629	<b>CONTACT NAME:</b> Dylan Scott <b>PHONE (A/C, No, Ext):</b> (949) 503-1953 <b>E-MAIL ADDRESS:</b> dylan@sminsuranceagency.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> American Road Maintenance, Inc 4554 E Eco Industrial Pl Tucson AZ 85756	<b>INSURER A:</b> Landmark American Insurance Company	NAIC # 33138
	<b>INSURER B:</b> United States Fire Insurance Company	21113
	<b>INSURER C:</b> AXIS Surplus Insurance Company	26620
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** ARM - COI - 2024-25      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LHA114538	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			506-909057-4	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 5,000
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			P-001-003628506-01	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	408-746711-7	03/31/2024	03/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>INLAND MARINE</b>			506-909057-4	03/31/2024	03/31/2025	Leased or Rented \$75,000 Deductible \$1,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured as required by an executed written contract or agreement on the General Liability, Auto Liability and Umbrella policies. Coverage is Primary & Non-Contributory where required by written contract or agreement with the named insured. Blanket Waiver-of-Subrogation is granted in favor of the Additional Insureds with respects to the General Liability, Auto Liability, and Workers Compensation policies. Thirty (30) days' notice of cancellation with ten (10) days' notice for nonpayment of premium is provided. Excess coverage is Follow Form. The certificate holder is considered a Loss Payee per written contract or agreement on the Contractors Equipment Policy (Scheduled & Leased and Rented).

Type Of Insurance: Excess Liability

### CERTIFICATE HOLDER

### CANCELLATION

City of Oakbrook Terrace its officials, employees, agents and volunteers 17W150 Butterfield Road  Oakbrook Terrace IL 60181	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Scott & McCauley Insurance Agency		NAMED INSURED American Road Maintenance, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Remarks

Type Of Insurance: Excess Liability  
 Insurer Affording Coverage: A  
 Policy Number: LHA600057  
 Policy Eff - Exp Dates: 3/31/2024 - 3/31/2025  
 Limits: \$3,000,000  
 In Excess Of: \$2,000,000

## CONTRACTOR'S CERTIFICATION

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

I, Joseph Coghill III, hereby certify that I am the President of American Road Maintenance, Inc. (the "Contractor") and as such, hereby represent and warrant to the City of Oakbrook Terrace, Illinois, 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); and
- (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 Oakbrook Terrace, Illinois, that:

- (D) The Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
  - (1) Publishing a statement:
    - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
    - b. Specifying the actions that will be taken against employees for violations of such prohibition;
    - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
      - i. Abide by the terms of the statement;
      - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
  - (2) Establishing a drug-free awareness program to inform employees about:
    - a. The dangers of drug abuse in the workplace;



- b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance program; and
  - d. The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
  - (4) Notifying the City within ten (10) days after receiving notice under paragraph (D)(1)c.ii. from an employee or otherwise receiving actual notice of such conviction;
  - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) The Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability or sex;
  - (F) The Contractor, at the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
  - (G) No City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest;

- (H) No officer or employee and no spouse or immediate family member living with any 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 30.33 of the Code of Oakbrook Terrace Illinois;
- (I) The Contractor has not given to any officer, employee, spouse or immediate family member living with 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 30.33 of the Code of Oakbrook Terrace Illinois.
- (J) 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 changes, the Contractor shall notify the City of Oakbrook Terrace, Illinois, in writing within seven (7) days.

Dated: ~~July~~ 7<sup>th</sup> 2024  
~~Aug~~

Contractor: American Road Maintenance, Inc.

By: Joseph Coghill III  
 Joseph Coghill III, President

STATE OF ILLINOIS            )  
   ) ss.  
 COUNTY OF DuPage )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Joseph Coghill III, known to me to be the President of American Road Maintenance, 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: ~~July~~ 7, 2024  
~~Aug~~

Heidi J. Posada  
 Notary Public





**CONTRACT**

**by and between the**

**CITY OF OAKBROOK TERRACE, ILLINOIS**

**and**

**AMERICAN ROAD MAINTENANCE, INC.**

**for the**

**2024 STREET SEALING PROJECT**

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## CONTRACT

This Contract is made this 23<sup>rd</sup> day of July 2024 between the City of Oakbrook Terrace, the “Department,” and American Road Maintenance, Inc., the “Contractor,” for the City of Oakbrook Terrace 2024 Street Sealing Project.

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

### **ARTICLE 1. PERFORMANCE OF CONTRACT.**

The Contractor at its own proper cost and expense shall perform the following work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Drawings, Contractor’s Certification and the Contract Bond which are essential documents of and made a part of this Contract:

City of Oakbrook Terrace 2024 Street Sealing Project consisting of preparing and applying a bituminous surface treatment to streets designated by the Department in strict compliance with the Specifications dated July 23, 2024, Special Provisions and Contract Bond which are essential documents of and made a part of this Contract.

### **ARTICLE 2. CONTRACT SUM AND PAYMENT.**

The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor’s Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this Contract. The quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

### **ARTICLE 3. CONTRACT TIME.**

The Contractor shall perform the work according to the Project Schedule. The Contractor shall commence the work expeditiously after the date the Department gives the Contractor written notice to proceed, or in the absence of a notice to proceed, ten (10) calendar days following the delivery of the executed Contract, the required Contract Bond and certificates of insurance to the Department. The Contractor shall complete the work within thirty (30) calendar days after the issuance of by the Department of a Notice to Proceed or in the absence of a notice to proceed, thirty (30) calendar days following the delivery of the executed Contract, the required Contract Bond and certificates of

insurance to the Department, unless an extension of time is granted in accordance with the contract documents.

#### **ARTICLE 4. GENERAL PROVISIONS.**

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

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

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

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

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

A. If to the Department:

City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, Illinois 60181  
Attn: Mr. James D. Ritz, City Administrator  
E-mail: [jritz@oakbrookterrace.net](mailto:jritz@oakbrookterrace.net)

B. If to Contractor:

American Road Maintenance, Inc.  
1485 Thorndale Avenue  
Itasca, Illinois 60143  
Attn: Joseph Coghill, President  
E-mail: [joe@armwestcoast.com](mailto:joe@armwestcoast.com)

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business



City Of Oakbrook Terrace

We propose to furnish labor and materials to complete the below:

**GSB-88 SEALCOAT APPLICATION**

Clean specified area free of foreign matter such as dirt and gravel. Scrape and broom oil and grease spots. Apply the appropriate amount of GSB-88 Rejuvenator based on pre-test results. GSB-88 is a pavement rejuvenator designed to protect and restore plasticity, retard aging, and prevent loss of durability in bituminous pavement. GSB-88 protects and preserves bituminous pavement by sealing, penetrating and rebinding the asphaltic mix together. This penetrating action plasticizes the binder of the asphalt

87,000 Square Yards	@	1.35	\$117,450
---------------------	---	------	-----------

**STRIPING**

Layout and stripe using paint or products which meet or exceed State of Illinois specifications. Apply paint in one application.

- 25 Replace Stop Bars
- 1 Replace Crosswalks
- 700 LF Double Yellow
- 500 LF of 6" White
- 12 Chevrons White
- 13 Ea 12" Yellow Islands
- 500 LF 6" Yellow

	@	\$5,200	\$5,200
--	---	---------	---------

**Notes:**

1. Above quantities are estimates only. Upon completion
2. of work, actual field measurements will be taken.
3. Price does not include any taxes, bonds, insurance or permits if required.
4. Surface must be clean and free of FOD prior to seal

Thank you for the opportunity to bid this project with your organization.

Sincerely,

**Kyle Paulson**  
 480-309-7102  
[kpa@crimwaysolutions.com](mailto:kpa@crimwaysolutions.com)

If you wish to accept this proposal, please date, sign, and return one copy to above address:

Date \_\_\_\_\_

Signature \_\_\_\_\_

day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

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

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

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

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

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

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

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

- (a) Contract
- (b) Contractor's Certification
- (c) Contract Bond

- (d) Standard Specifications for Road and Bridge Construction adopted January 1, 2022, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted April 1, 2022, and revised January 1, 2024, hereinafter referred to as the “Standard Specifications for Road and Bridge Construction” all of the Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2024, indicated on the Check Sheet included in the contract documents supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the “Manual for Materials Inspection,” May 19, 2023, all issued by the State of Illinois, Department of Transportation and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (11<sup>th</sup> Edition, revised December 2023) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (Revision 3, November 2021 Edition) issued by the Illinois Department of Transportation.
- (e) Supplemental Specifications
- (f) Special Provisions
- (g) Drawing
- (h) Contractor’s Proposal

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

- (1) Drawings
- (2) Special Provisions
- (3) Recurring Special Provisions checked on the Check Sheet
- (4) Bureau of Design and Environment Special Provisions checked on the Check Sheet
- (5) Supplemental Specifications
- (6) Standard Specifications
- (7) Contract
- (8) Contract Bond
- (9) Contractor’s Certification
- (10) Contractor’s Proposal

Note: The contract documents listed in subsection 4.12(d) are separate books that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense. The documents may be obtained from the Illinois Department of Transportation. See <http://www.dot.state.il.us/dobuisns.html>

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



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

Executed by the Contractor this <sup>7<sup>th</sup></sup>~~23<sup>rd</sup>~~ day of <sup>Aug</sup>~~July~~ 2024.

Contractor: American Road Maintenance, Inc.

By: Joseph Coghill  
Joseph Coghill III, President

ATTEST:

By: Kyle Paulson  
Kyle Paulson, Secretary

Executed by the Department this <sup>4<sup>th</sup></sup> day of August 2024.

Department: City of Oakbrook Terrace

By: \_\_\_\_\_  
Paul Esposito, Mayor

ATTEST:

By \_\_\_\_\_  
Michael Shadley, City Clerk

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

Number: 36-261-5355.

Contractor: American Road Maintenance, Inc.

By: Joseph Coghil III  
Joseph Coghil III, President

**CITY OF OAKBROOK TERRACE  
2024 STREET SEALING PROJECT**

**SPECIFICATIONS**

**DESCRIPTION OF IMPROVEMENT**

The Work will consist of preparing and applying a bituminous surface treatment to the streets designated by the Department in the City of Oakbrook Terrace, Illinois.

**SPECIAL PROVISIONS**

The following special provisions supplement the Standard Specifications for Road and Bridge Construction, adopted January 1, 2022, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2024, and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2024, indicated on the Check Sheet included herein and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (December 2023 – 11<sup>th</sup> Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (Revision 3, November 2021 Edition). In case of conflict with any part or parts of said Specifications, the Special Provisions shall take precedence and shall govern.

**STANDARD SPECIFICATIONS**

The “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2022, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted April 1, 2022, and revised January 1, 2024, hereinafter referred to as the “Standard Specifications for Road and Bridge Construction” and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (11<sup>th</sup> Edition, revised December 2023) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (December 2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” ((Revision 3, November 2021 Edition) issued by the Illinois Department of Transportation are hereby incorporated by reference and shall apply to and govern the performance of the Contract for the 2024 Street Sealing Project in DuPage County, Illinois.

Those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2024, indicated on the Check Sheet included herein supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included herein and the “Manual for Materials Inspection,” May 19, 2023, all issued by the State of Illinois, Department of Transportation are hereby incorporated by reference and shall apply to and govern the performance of the Contract for the 2024 Street Sealing Project in DuPage County, Illinois.

Copies of the above documents are on file with the City and may be obtained from the following agency:

Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

See: <https://idot.illinois.gov/doing-business/sales/manual-sales/index>

## **SUPPLEMENTAL SPECIFICATIONS**

The following Supplemental Specifications supplement the “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2022, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted April 1, 2022, and revised January 1, 2024, hereinafter referred to as the “Standard Specifications for Road and Bridge Construction” and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (11th Edition, revised December 2023) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (December 2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” ((Revision 3, November 2021 Edition) issued by the Illinois Department of Transportation. In case of conflict with any part, or parts, of said Specifications, the Special Provisions shall take precedence and shall govern.

### **DIVISION 100. GENERAL REQUIREMENTS AND COVENANTS**

#### **SECTION 101 DEFINITION OF TERMS**

**101.14 Department.** *Delete Article 101.14 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**101.14 Department.** Unless the context indicates otherwise, “Department” shall mean the “City” which shall mean the City of Oakbrook Terrace, Illinois.

**101.16 Engineer.** *Delete Article 101.16 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**101.16 Engineer.** The City of Oakbrook Terrace City Administrator.

**101.19 Inspector.** *Delete Article 101.19 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**101.19 Inspector.** The City of Oakbrook Terrace Director of Public Works, acting as the authorized representative of the City of Oakbrook Terrace, Illinois, assigned to make inspections of any or all portions of the work or material.

**101.34 Resident Engineer/Resident Technician.** *Delete Article 101.34 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**101.34 Resident Engineer/Resident Technician.** The City of Oakbrook Terrace Director of Public Works, acting as the authorized representative of the City of Oakbrook Terrace, Illinois, in immediate charge of the engineering details of the project.

**101.44 State.** *Delete Article 101.44 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**101.44 State.** The City of Oakbrook Terrace, Illinois.

**101.56 City.** *Add Article 101.56 to Section 101 of the Standard Specifications for Road and Bridge Construction to read as follows:*

**101.56 City.** The City of Oakbrook Terrace.

**101.57 City Administrator.** *Add Article 101.57 to Section 101 of the Standard Specifications for Road and Bridge Construction to read as follows:*

**101.57 City Administrator.** The City of Oakbrook Terrace City Administrator.

**SECTION 102. ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION**

**102.01 Procedures to be in Accordance with Rules.** *Delete Article 102.01 of the Standard Specifications for Road and Bridge Construction.*

**SECTION 103. CONTRACT REQUIREMENTS**

*Delete Section 103 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**103.01 Familiarity with Contract Requirements.** Prior to execution of the Contract, the Contractor:

**103.01.01** Shall carefully examine the provisions of the Contract documents, inspect in detail the observable conditions at the site of the proposed Project, investigate and become familiar with local legal requirements affecting the Contract and become fully acquainted with the detailed requirements of the work and shall promptly report to the City all errors, inconsistencies or omissions which the Contractor may discover;

**103.01.02** Shall verify all dimensions and existing conditions by actual measurement and observation. All discrepancies between the requirements of the Contract documents and the existing conditions or dimensions shall be reported to the City as soon as they are discovered. Failure to verify and report shall constitute the Contractor's acceptance of existing conditions as fit for the proper execution of its work.

**103.01.03** Agrees, subject to the terms and conditions of the contract documents, to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make reasonable examinations or gain a reasonable understanding of the Contract requirements.

**103.02 Certifications.** The executed Contract shall be accompanied by Contractor's Certification in the form attached hereto as Exhibit "A." The Contractor shall certify the following:

**103.02.01 Illinois Taxes.** The Contractor shall certify that if it is a partnership, it is not and its general partners are not, 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.

**103.02.02 Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has not and its general partners have not 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.

**103.02.03 Drug-free Workplace.** The Contractor shall certify that it will provide a drug-free workplace by:

**103.02.03.01** Publishing a statement:

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

**103.02.03.01.02** Specifying the actions that will be taken against employees for violations of such prohibition;

**103.02.03.01.03** Notifying the employee that, as a condition of employment on such Contract, the employee will:

**103.02.03.01.03.01** Abide by the terms of the statement; and

**103.02.03.01.03.02** 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;

**103.02.03.02** Establishing a drug-free awareness program to inform employees about:

**103.02.03.02.01** The dangers of drug abuse in the workplace;

**103.02.03.02.02** The Contractor's policy of maintaining a drug-free workplace;

**103.02.03.02.03** Any available drug counseling, rehabilitation, and employee assistance program; and

**103.02.03.02.04** The penalties that may be imposed upon employees for drug violations;

**103.02.03.03** Making it a requirement to give a copy of the statement required by subparagraph 103.02.03.01.03 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

**103.02.03.04** Notifying the City within ten (10) days after receiving notice under subparagraph 103.02.03.01.01.02 from an employee or otherwise receiving actual notice of such conviction;

**103.02.03.05** 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;

**103.02.03.06** 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;

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

**103.02.04 Educational Loan.** The Contractor shall certify that if it is an individual, that it is not; if it is a partnership, its general partners are not; 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.

**103.02.05 Prohibited Interest in Contract.** The Contractor shall certify that:

**103.02.05.01** 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

**103.02.05.02** 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.

**103.02.06 Gift Ban.** The Contractor shall certify that:

**103.02.06.01** 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 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois; and

**103.02.06.02** 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 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

**103.02.07 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.

**103.02.08 Patriot Act.** 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

**103.03 Contract Bond.** If the contract exceeds \$50,000, 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. (*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, and shall submit its bond on the form furnished by the City. The City shall have sole discretion to determine acceptability of bonds.

**103.03.01 Acceptability of Surety.** The Contract Bond shall be issued by a surety that meets all of the following standards:



**103.03.01.01** Has a current Best's rating of any level of "B" or better; and a current Best's financial class of "V" or higher;

**103.03.01.02** Is duly licensed in the State of Illinois by the Department of Insurance and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance;

**103.03.01.03** Does not have a history of unacceptable performance related to the City's claims;

**103.03.01.04** Is listed in current U.S. Treasury Circular 570; and

**103.03.01.05** Neither the firm nor any of its officers or owners shall have been convicted of a felony, unless more than one year has passed since the completion of the felony sentence, and further, the firm is not disqualified from bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.

**103.03.02 Unacceptable Performance of a Surety.** Unacceptable performance of a surety, related to the City's claims, may consist of one or more of the following:

**103.03.02.01** Failure to abide by the terms of the bond;

**103.03.02.02** Failure to respond to the City's termination notice within ten (10) working days of receipt. A telephone call or letter from the surety acknowledging receipt shall be sufficient;

**103.03.02.03** Failure to begin completion work at the construction project site within fifteen (15) calendar days of the execution of the takeover agreement, absent material factors beyond the control of the surety which delay commencement and the surety's demonstration of good faith efforts to begin work as soon as possible;

**103.03.02.04** Failure to respond to the City's communications within a reasonable time;

**103.03.02.05** Failure to perform in accordance with the terms of the takeover agreement including provisions contained herein;

**103.03.02.06** Failure to pay suppliers, subcontractors and claims on a timely basis;

**103.03.02.07** Failure to properly utilize the City's procedures and forms as required;

**103.03.02.08** Failure to work cooperatively and in good faith with the City;

**103.03.02.09** Failure to provide a copy of its bond in a timely fashion to a subcontractor or material supplier upon request.

**103.03.03 Signatures.** The contract bond shall contain original signatures in ink of the Contractor and an officer of the surety, including a notary statement authenticating signatures and appropriate power of attorney of the surety.

## **SECTION 104. SCOPE OF WORK.**

**104.01 Intent of the Contract.** *Add the following to Article 104.01 of the Standard Specifications for Road and Bridge Construction:*

**104.01.01** The work for this project shall consist of a single contract for all materials, equipment, labor, tools and necessary apparatus required and all collateral work needed to complete the project as specified herein.

**104.01.02** The Contract is a unit price contract. Any items for which there is not a pay item contained in the Contract shall be considered incidental to the Contract.

**104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work.** *Add the following to Article 104.02 of the Standard Specifications for Road and Bridge Construction:*

**104.02.02** All changes in work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time the change is ordered. An extension of time shall be the Contractor's sole remedy for any delay caused by changes in the work unless such delay has been caused by acts constituting intentional interference by the City with the Contractor's performance of the work; however, the City's exercise of its rights to make changes in the work pursuant to the contract documents, regardless of the extent or number of such changes, or the City's exercise of any of its remedies to suspend the work or require correction of defective work, shall not under any circumstances be construed as intentional interference with the Contractor's performance of the work. Except for minor changes in the work for which the Engineer gives oral direction, or in an emergency endangering life or property, no extra work or change in the work shall be made except upon the written order of the Engineer; and no claim for an addition to the Contract Sum shall be valid unless so ordered. No course of conduct or dealings between the parties, no express or implied acceptance of alterations or additions to the work, and no claim that the City has been unjustly enriched by any alteration or addition to the work shall be the basis of any claim to an increase in any amounts due under the Contract or a change in any time period provided for in the contract documents.

The value of any such change in the work shall be determined according to Article 109.04. The Contractor shall proceed with the work under the order of the Engineer. Pending final determination of the value of any change in work, partial progress payments on account of changes ordered by the Engineer shall be based on the Engineer's estimate. Prior to final payment, the Engineer shall certify the amount due to the Contractor, including reasonable allowances for overhead and profit.

## **SECTION 105. CHANGES IN THE WORK.**

**105.01 Authority of the Engineer.** *Add the following to Article 105.01 of the Standard Specifications for Road and Bridge Construction:*

**105.01.01** All change orders less than \$20,000 may be approved by the City Administrator. All change orders or series of change orders which authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$10,000 or more, but less than \$20,000, and the time of completion by a total of less than thirty (30) days, shall require the City Administrator to make a determination, in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City. All change orders or series of change orders which authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$20,000 or more or the time of completion by a total of thirty (30) days or more shall require the City Council to make a determination, in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City.

**105.01.02** If a change order authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

**105.01.03** Claims for extra work that have not been authorized in writing by the City Administrator will be rejected.

## **SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC.**

**107.01 Laws to be Observed.** *Add the following to Article 107.01 of the Standard Specifications for Road and Bridge Construction:*

**107.01.01 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).

**107.01.02 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.

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

**107.01.04 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.

**107.01.05 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.

**107.01.06 Contractor Licensing.** The Contractor is responsible for any applicable licensing with the appropriate authority of itself and of its subcontractors and all certificates called for by the specifications (e.g., welding certificate). The Contractor shall forward to the City Administrator evidence of proper licenses prior to the Contractor's or a subcontractor's commencing any work. The Contractor shall not knowingly allow any activity to commence or accept any work installed by a non-licensed subcontractor or tradesman where licensure is required.

**107.03 Employment Preference.** *Add the following to Article 107.03 of the Standard Specifications for Road and Bridge Construction:*

**107.03.01** In the employment and appointment to fill positions to perform work under the Contract, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country and have served under one or more of the following conditions:

**107.03.01.01** The veteran served a total of at least 6 months; or

**107.03.01.02** The veteran served for the duration of hostilities regardless of the length of engagement; or

**107.03.01.03** The veteran served in the theater of operations but was discharged on the basis of a hardship; or

**107.03.01.04** The veteran was released from active duty because of a service-connected disability and was honorably discharged.

**107.03.02** Such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment;

**107.03.03** No preference shall be given to veterans, not residents of the City, over residents thereof, who are not veterans.

**107.08 Sanitary Provisions.** *Add the following to Article 107.08 of the Standard Specifications for Road and Bridge Construction:*

**107.08.01** The Contractor shall, at the beginning of the work, provide on the premises an acceptable, suitable, temporary convenience and enclosure for the use of the workers on the job and shall maintain same in a sanitary condition, and remove same and all its contents at the completion of the work.

**107.09 Public Convenience and Safety.** *Add the following to Article 107.09 of the Standard Specifications for Road and Bridge Construction:*

**107.09.01** The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed.

The Contractor shall erect substantial barricades to protect its work at all points deemed necessary. The Contractor shall place at such points the necessary warning signs, amber lights and other suitable devices to protect its work properly and to provide for the convenience and safety of the public at all times. The Contractor shall maintain such barricades, signs, light and protective devices as deemed necessary. Cost of erection and maintenance of the barricades shall be incidental to the Contract. When suitable, the City will install all necessary barricades to protect the public. The charges for the placing of barricades shall be charged to the Contractor at the rate currently in effect by the City and on file with the City and deducted from all invoices due under the Contract.

**107.14 Maintenance of Traffic.** *Add the following to Article 107.14 of the Standard Specifications for Road and Bridge Construction:*

**107.14.01** The Contractor shall conduct the work on this project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets where pavements are to be constructed, on cross streets and at private driveway entrances. The City reserves the right to require the Contractor to complete sufficient work in a section of the project that will result in the restoration of daily traffic and permit accessibility to private driveway entrances before work is started on any additional sections of the project.

**107.14.02** The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers by bridges or otherwise. Neither the materials excavated nor the materials or equipment used in the construction of the work shall be so placed as to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes, fire alarms or police call boxes in the vicinity.

The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the work, persons, animals and the property against injury.

The City reserves the right to remedy any neglect on the part of the Contractor as regards to the protection of the work after twenty-four (24) hours' notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due the Contractor.

**107.14.03** The Contractor shall advise the Police and Fire Departments daily as to what streets, if any, are to be closed so that they can reroute their emergency vehicles.

**107.16 Equipment on Pavement and Structures.** *Add the following to Article 107.16 of the Standard Specifications for Road and Bridge Construction:*

**107.16.01** No vehicle of any kind shall be placed, parked or operated upon or over any sodded areas at any time except as authorized by the Engineer or his or her authorized representative.

**107.26 Indemnification.** *Delete the first paragraph of Article 107.26 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**107.26 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 shall 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.

Any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its officials, employees and agents as herein provided.

To the extent that money is due the Contractor by virtue of the Contract as shall be considered necessary in the judgment of the City, may be retained by the City to protect itself against said loss until such claims, suits or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the City.

**107.27 Insurance.** *Add the following to Article 107.27 of the Standard Specifications for Road and Bridge Construction:*

**107.27.1 Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

**107.27.1.1.** Insurance Services Office Commercial General Liability occurrence form CG 0001 with the City named as additional insured on a primary and non-contributory basis. This primary, non-contributory, additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement

CG 20 10 (Exhibit "A") or CG 20 26 (Exhibit "B") and CG 20 01 04 13 (Exhibit "C"). CG 20 37 - Completed Operations – (Exhibit "D"); and

**107.27.1.2.** Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

**107.27.1.3.** Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

**107.27.1.4.** Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal Sites resulting from a pollution incident at, on or migrating beyond the site and also provide coverage for incidents occurring during transportation of pollutants.

**107.27.2 Minimum Limits of Insurance.**

In addition to the limits of liability specified in Article 107.27 of the *Standard Specifications for Road and Bridge Construction*, the Contractor shall maintain limits no less than the following:

**107.27.2.1** Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

**107.27.3 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.

**107.27.4 Other Insurance Provisions.**

The policies are to contain, or be endorsed to contain, the following provisions:

**107.27.4.1 General Liability and Automobile Liability Coverages.**

**107.27.4.1.1.** 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.

**107.27.4.1.2.** The Contractor’s insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents,

employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

**107.27.4.1.3.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.

**107.27.4.1.4.** The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that the 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.

**107.27.4.1.5.** 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.

**107.27.4.1.6.** All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

**107.27.4.1.7.** The Contractor and all subcontractors shall waive any limitation as to the amount of contribution recoverable against them by the City. This specifically includes any limitation imposed by any state statute, regulation or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as held in *Kotecki v. Cyclops Welding*.

#### **107.27.4.2 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 the Contractor for the City.

**107.27.4.2.1** NCCI Alternate Employer Endorsement (WC 000301) in place to ensure that workers' compensation coverage applies under Contractor's coverage rather than the City's, if the City is borrowing, leasing or in day-to-day control of contractor's employee.

#### **107.27.4.3. Professional Liability Coverage.**

If the Contractor is required under the Contract to provide design, architectural, engineering, surveying or professional consultant services, the following coverage is required:

**107.27.4.3.1** Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in



connection with professional services to be provided under the Contract, with a deductible not-to exceed \$50,000 without prior written approval of the City.

**107.27.4.3.2** If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Contract. In the event the policy is canceled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

**107.27.4.3.3** The Contractor shall provide the City with a certified copy of actual policy for review.

**107.27.4.3.4** The professional liability insurance policy shall provide indemnification and defense for injury or damage arising out of acts, errors or omissions in providing, but not limited to, the following professional services:

**107.27.4.3.4.1** Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

**107.27.4.3.4.2** Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

**107.27.4.4 All Coverages.**

**107.27.4.4.1 No Waiver.** Under no circumstances shall the City be deemed to have waived any of the insurance requirements of the Contract by any act or omission, including, but not limited to:

**107.27.4.4.1.1** Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

**107.27.4.4.1.2** Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

**107.27.4.4.2** Each insurance policy required shall have the City expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**107.27.5 Acceptability of Insurers.** The City shall exercise sole discretion to determine the acceptability of the Contractor's insurance carriers as of the time of contract execution. Subsequent to execution, if the Contractor chooses to change carriers, the City's approval is required. The insurance carriers used by the Contractor shall have a minimum

insurance rating of A- and a financial rating of VII according to the Best's Key Rating Guide, shall be duly licensed to do business in the State of Illinois by the Illinois Department of Insurance, shall not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance and shall not have a history of unacceptable performance related to claims involving the City or on City projects.

**107.27.6 Unacceptable Performance of Insurance Company.** Unacceptable performance of an insurance company related to claims involving the City or on City projects may consist of one or more of the following:

**107.27.6.1** Failure to abide by the requirements of the applicable contract for projects or the applicable bidding documents;

**107.27.6.2** Failure to respond to the City's communications within a reasonable time;

**107.27.6.3** Failure to acknowledge receipt of a claim within thirty (30) calendar days;

**107.27.6.4** Failure to investigate and respond to a claim within sixty (60) calendar days;

**107.27.6.5** Unjustified denial of coverage or reservation of rights to deny coverage for claims;

**107.27.6.6** Failure to pay meritorious claims on a timely basis;

**107.27.6.7** Failure to work cooperatively and in good faith with the City;

**107.27.6.8** Failure to provide the City with requested documentation within a reasonable time, including, but not limited to, insurance policies, inspection reports, certificates, binders and general correspondence.

**107.27.7 Verification of Coverage.** The Contractor shall 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 following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 (Exhibit "A") or CG 20 26 (Exhibit "B") and CG 20 01 (Exhibit "C") – Primary and Non-Contributory, and CG 20 37 (Exhibit "D") – Completed Operations, where required. The City reserves the right to request full, certified copies of the insurance policies and endorsements.

The contract will not be executed by the City until acceptable evidence of coverage is on file with the City. The Contractor shall, at its own expense and delay, cease operations if the

insurance required is terminated or reduced below the required amounts of coverage. The City may stop payment to the Contractor if the insurance required is terminated or reduced below the required amounts of coverage. 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 and to provide the required evidence of insurance.

**107.27.8 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.

**107.27.9 Assumption of Liability.** The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

**107.28 Contractor Safety Responsibility.** *Add the following to Article 107.28 of the Standard Specifications for Road and Bridge Construction:*

**107.28.01 Public Safety and Convenience.** The Contractor shall be solely responsible for the safety of persons, property or the work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe project operations.

In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement delivered to the City Administrator at the time of the change.

During its operations, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, excessive dust and rubbish as practical and shall remove the same entirely and at once if, in the opinion of the Engineer, such material, debris, excessive dust or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the public.

The Contractor shall be liable for damages to property, real or personal, which may arise from its operations under this contract. All existing structures in the vicinity of the work shall be protected against damage during performance of the work.

The Contractor, prior to the end of a day's work, shall fill all trenches, remove all excess dirt from the street and clean the work area to the satisfaction of the Engineer. No barricades shall remain blocking the street unless approved by the Engineer.

All loss/damage claims to property as a result of the Contractor's work shall be reviewed by the Contractor and/or its insurance carrier within thirty (30) days after the Contractor receives the claim. If the claim is denied in whole or part, the Contractor, or its insurance carrier must notify the property owner and the City of the reasons for denial within thirty (30) days of receipt of the claim. If there are special circumstances that require more than thirty (30) days to process a claim, the property owner and the City may be sent a notice within the thirty- (30-) day period explaining why more time is needed. In all circumstances, however, failure on the part of the Contractor or the Contractor's insurance carrier to process a claim within ninety (90) days of notification, will result in the City's determining the Contractor responsible for the claim; and the City shall, if need be, reimburse the property owner(s) for the claimed losses out of the Contractor's final payout.

Before the final acceptance of the work, the Contractor shall remove all temporary work, equipment, unused and useless materials, rubbish and debris and shall leave the work site in a neat and presentable condition wherever its operations have disturbed conditions which existed at the time the work began. The cost of this clean-up shall be incidental to the contract.

**107.30 Contractor's Responsibility for Work.** *Add the following to Article 107.30 of the Standard Specifications for Road and Bridge Construction:*

**107.30.01** The Contractor shall supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work and shall have a copy of the Specifications on site at all times.

**107.35 Construction Noise Restrictions.** *Add the following to Article 107.35 of the Standard Specifications for Road and Bridge Construction:*

**107.35.01** All engines and engine-driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

**Construction shall be confined to a period beginning at 7:00 a.m. and ending at 6:00 p.m. Monday through Friday.** These time regulations shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs and lighting or to construction of an emergency nature.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Engineer.

**107.42 Selection of Labor.** *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

**107.42 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).

**107.42.01** 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.

**107.42.02** 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 Administrator. The Contractor may place no more than three (3) of its 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.

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

**107.43 Equal Employment Opportunity.** *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

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

**107.43.01** 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.

**107.43.02** If it hires additional employees in order to perform the 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.

**107.43.03** 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.

**107.43.04** 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 City and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

**107.43.05** 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 City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

**107.43.06** Permit access to all relevant books, records, accounts and work sites by personnel of the City 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.

**107.43.07** 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 the contract will be binding upon such subcontractor. In the same manner as with other provisions of the 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 canceled 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.

**107.44 Non-Segregated Facilities.** *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

**107.44 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 of 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.

**107.45 Substance Abuse Prevention.** *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

**107.45 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.

**107.46 Public Works Employment Discrimination Act.** *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

**107.46 Public Works Employment Discrimination Act.** The Contractor shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the City. The Contractor, subcontractor nor any person on his, her or its behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the City on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the City, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this article.

**107.47 Conflicts of Interest.** *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

**107.47 Conflicts of Interest.** The Contractor has disclosed and is under a continuing obligation to disclose to the City, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit the Contractor from having or continuing the contract, including those which may conflict in any manner

with any of the Contractor's obligations under this contract. The Contractor shall not employ any person with a conflict to perform under this contract. A conflict of interest exists if:

**107.47.01** Shareholder, director, officer member or partner of the Contractor (i) holds an elective office in City; (ii) is an appointed officer or employee of the City;

**107.47.02** A 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 the Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

**107.47.03 Solicitation of City Employees.** The Contractor shall notify the City Administrator if it solicits or intends to solicit for employment any of the City's employees during any part of the procurement process or during the term of the Contract and shall notify the City's Mayor if it solicits or intends to solicit for employment the City Administrator during any part of the procurement process or during the term of the Contract.

## **SECTION 108. PROSECUTION AND PROGRESS.**

**108.02 Labor, Progress Schedule.** *Add the following to Article 108.02 of the Standard Specifications for Road and Bridge Construction:*

**108.02.01** The Contractor's attention is directed to Article 3 of the Contract, the number of calendar days for completion of the work.

**108.03 Labor, Prosecution of the Work.** *Add the following to Article 108.03 of the Standard Specifications for Road and Bridge Construction:*

**108.03.01** The Contractor shall not begin work to be performed under the contract until the City issues a Notice to Proceed.

**108.03.02** The work herein specified shall be prosecuted with such force as the City may deem adequate to its completion within the time specified. If the rate at which the work is performed is not, in the judgment of the City, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient in the opinion of the City for its completion within the specified time, or if, in any event, the Contractor fails to proceed with the work in accordance with the requirements and conditions of those specifications, the City shall have full right and authority to take the work out of the hands of the Contractor and employ other



workers to complete the unfinished work, or to re-let the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due and owing to the Contractor.

**108.05 Completion Date and Completion Date plus Working Days.** *Add the following to Article 108.05 of the Standard Specifications for Road and Bridge Construction:*

**108.05.01** The Contractor shall complete the work within thirty (30) calendar days after the date of the Notice to Proceed unless additional time shall be granted by the City in accordance with the provisions of the Specifications. In case of failure to complete the Work within the time described herein or within such extra time as may have been allowed by extensions, the City shall withhold from such sums as may be due the Contractor under the terms of this contract, the costs as set forth in the Schedule of Deductions in Article 108.09 which costs will be considered and treated not as a penalty but as damages due the City from the Contractor by reasons of inconvenience and added costs to the City resulting from the failure of the Contractor to complete the Work within the time specified in the contract.

**108.06 Labor, Methods, and Equipment.** *Add the following to Article 108.06 of the Standard Specifications for Road and Bridge Construction:*

**108.06.01 Overtime Work.** Except in connection with the safety or protection of persons, 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 Engineer's written consent given after prior written notice.

**108.06.02 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 director of 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 City'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.

**108.06.03 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 Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract; and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. No additional notice of a change in wage rates is

required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

The Contractor and each subcontractor shall make and keep, for a period of not less than five 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, no later than the 15<sup>th</sup> day of each calendar month, a certified payroll for the immediately preceding month with the Illinois Department of Labor. The Illinois Department of Labor maintains a Certified Transcript of Payroll portal for this purpose.

Upon two business days' notice, the Contractor and each subcontractor shall make the records available for inspection to the Director of Labor and his or her deputies and agents at all reasonable hours at a location within this state. The Contractor and each subcontractor shall permit its employees to be interviewed on the job, during working hours, by compliance investigators of the Illinois Department of Labor.

**108.09 Failure to Complete the Work on Time.** *Delete the Schedule of Deductions for Each Day of Overrun in the Contract Time of Article 108.09 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**108.09.01**

Schedule of Deductions for Each Day of Overrun in the Contract Time	<b>\$500.00 per Calendar Day</b>
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**SECTION 109. MEASUREMENT AND PAYMENT.**

**109.01 Scope of Payment.** *Add the following to Article 109.01 of the Standard Specifications for Road and Bridge Construction:*

**109.01.01** In the measurement and estimation of the quantities in any of the proposed work, no special customary or trade rate shall be considered; but only actual number, length, area, solid contents or weight will govern.

**109.02 Scope of Payment.** *Add the following to Article 109.02 of the Standard Specifications for Road and Bridge Construction:*

**109.02.01 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.

**109.02.02 Payment Withheld.** The City may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied;
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the Contractor to submit or properly complete the required documentation to support the payment;
4. Failure of the Contractor to make payments properly to subcontractors or for materials or labor;
5. Damage to other contractors' tools, materials, work or equipment.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

**109.07 Partial Payments and Retainage.** *Add the following to Article 109.07 of the Standard Specifications for Road and Bridge Construction:*

**109.07.01 Progress Payments.** No more frequently than one each month the Contractor may make a request for payment not less than fourteen (14) days before the first or third Monday of the month. Upon receipt of a request for payment from the Contractor, if the rate of progress is satisfactory to the City, and if it appears that all claims for labor and materials are satisfied, the Engineer shall make a written estimate of the amount of work performed in accordance with Article 109.07(a) of the value of the work satisfactorily completed and in place at the time of issuing such estimate less the amount of previous payments made to the Contractor. Upon approval of the amount by the Engineer, the City shall inform the Contractor of the approved amount for which the necessary waivers of lien should be made. The City will deduct 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 Engineer. After fifty percent (50%) or more of the work is completed, the Engineer may, at the Engineer's 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 (5%) 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.

Payments shall be made pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

**109.07.02 Progress Payments Documentation.** The Contractor shall supply and each Engineer's estimate shall be accompanied by the following, all in form and substance satisfactory to the City:

(A) A duly executed and acknowledged sworn statement (Contractor's Affidavit) substantially in the form attached as Exhibit "F" 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 (Subcontractor's Affidavit) substantially in the form attached as Exhibit "G" from all subcontractors and, where appropriate, from sub-subcontractors;

(B) Duly executed unconditional waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Contractor and each and every subcontractor or material supplier of all such obligations to cover the full amount of the Engineer's estimate 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, workers, mechanics, materialmen 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 Engineer's estimates submitted late by the Contractor to the Engineer will result in the Engineer's estimate's not being processed until the following month; and

(D) The waiver(s) of lien shall include the amount paid to any subcontractors and suppliers, and their respective supporting waivers of lien shall be submitted to the City prior to approval of payment. The Contractor's Affidavit shall show names of all suppliers and subcontractors providing materials and services for the Contractor or subcontractor. Waivers of mechanics lien from the Contractor shall be substantially in the form attached as Exhibit "H." Waivers of mechanics lien from subcontractors shall be substantially in the form attached as Exhibit "I." Waivers of mechanics lien from material suppliers shall be substantially in the form attached as Exhibit "J."

**109.08 Acceptance and Final Payment.** *Add the following to Article 109.08 of the Standard Specifications for Road and Bridge Construction:*

**109.08.1 Final Payment.** Final payment will be made sixty (60) days after the work is fully completed and the contract fully performed.

A request for final payment shall be accompanied by the documentation outlined in Article 109.07. Final waivers of mechanics lien from the Contractor shall be substantially in the form attached as Exhibit "H." Final waivers of mechanics lien from subcontractors shall be substantially in the form attached as Exhibit "I." Final waivers of mechanics lien from material suppliers shall be substantially in the form attached as Exhibit "J."

Quantities for this contract shall be subject to the contract unit price applied to final measured quantities.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, has delivered to the City a complete release of all liens arising out of this Contract and, if required, an affidavit that so far as the Contractor has knowledge and information, the releases include all labor and material for which a lien could be filed; provided that if any subcontractor refuses to furnish a release in full, the Contractor may furnish a bond satisfactory to the City, to indemnify it against any lien.

If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the City may be compelled to pay in discharging such a lien, including all costs and reasonable attorneys' fees.

All warranties and guarantees required under the contract documents shall be assembled and delivered to the City by the Contractor as part of the final application for payment, and the Contractor shall assign to the City any and all manufacturer's warranties relating to materials and labor used in the work. Final payment will not be made by the City until all warranties and guarantees have been received and assigned.

**109.09 Contract Claims.** *Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications for Road and Bridge Construction to read: "All claims shall be submitted to the Engineer."*

*Revise subparagraph (e) of Article 109.09 of the Standard Specifications for Road and Bridge Construction to read:*

**Procedure.** All claims shall be submitted to the Engineer. The Engineer shall consider all information submitted with the claim. Claims not conforming to this article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgment, such a meeting would aid in resolution of the claim; otherwise, a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this article is a contractual condition precedent to the Contractor's right to seek relief in the Circuit Court of DuPage County, Illinois. The Engineer'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 DuPage County, Illinois, within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim.

**109.10 Contractor Record Retention.** *Add the following to Article 109.10 of the Standard Specifications for Road and Bridge Construction:*

**109.10.01** The Contractor shall maintain all books and records relating to the performance of the work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission has been obtained. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this article or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

## **DIVISION 400. SURFACE COURSES, PAVEMENTS,**

### **REHABILITATION, AND SHOULDERS**

#### **BITUMINOUS SURFACES AND HOT-MIX ASPHALT PAVEMENTS**

##### **SECTION 403. BITUMINOUS SURFACE TREATMENT (CLASS A-1, A-2, A-30**

**403.01 Description.** *Add the following to Article 403.01 of the Standard Specifications for Road and Bridge Construction:*

**403.01 General.** The work covered by this specification includes the preparation and quality control required for the proper application of a bituminous surface treatment of an emulsified asphalt seal coat. Application and handling shall be in accordance with the manufacturer's recommendations.

**403.02 Materials.** *Add the following to Article 403.02 of the Standard Specifications for Road and Bridge Construction:*

**403.02.01 Bituminous Materials.** The emulsified asphalt seal coat shall be GSB-88 as manufactured by Asphalt Systems, Inc., Salt Lake City, Utah. The Contractor shall supply certification that each shipment of emulsified asphalt seal coat materials meets the following requirements:

GSB-88 Concentrate	
Saybolt Viscosity @ 25°C (77°F) ASTM D-244 .....	20-100 Seconds
Residue by Distillation <sup>2</sup> or Evaporation <sup>2</sup> .....	57% Minimum
Sieve test ASTM D-244.....	0.2% Maximum
5-day Settlement Test ASTM D-244 .....	5.0% Maximum
Particle charge ASTM D-244 <sup>1</sup> .....	Positive
pH, cationic .....	2 to 6.5

The emulsion concentrate, when diluted in the proportion of one part of concentrate to one part of hot water, by volume and ready to apply, shall have the following properties:

Saybolt Viscosity @ 25°C (77°F) ASTM D-244 .....	10 to 50 Seconds
Residue by Distillation <sup>2</sup> or Evaporation <sup>2</sup> .....	28% Minimum
Sieve test .....	0.1 percent, Maximum
Pumping stability test.....	pass

Tests on Residue from Distillation, or Evaporation:

Viscosity @ 135°C (275°F), ASTM D-4402.....	1750 cP Maximum
Solubility in Trichloroethelene %.....	97.5 Minimum
Penetration @ 25°C (77°F).....	50 Maximum
Asphaltenes .....	15 Minimum
Saturates.....	15 Maximum
Polar Compounds.....	25 Minimum
Aromatics.....	15 Minimum

Notes:

1. pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, bituminous emulsions.

2. ASTM D-244 is modified by reducing the temperature to 149°C (300°F) for distillation and evaporation test methods to protect the integrity of the rejuvenating agents that are present in rejuvenating emulsions.

**Dilution:** The emulsified asphalt concentrate shall be diluted with water prior to application to the asphalt pavement. The water shall always be added to concentrated emulsion and not the reverse. The dilution rate shall be 1-part GSB-88 concentrate to 1-part water. Exceeding recommended dilution rates is not recommended without consulting a responsible manufacturer's representative.

The bituminous base residue shall contain not less than 20 percent asphaltum, uintahite or uintaite (which is commonly referred in the trade as gilsonite), and will not contain any tall oil pitch or coal tar material. It shall be compatible with asphalt concrete and have a 4-year,

minimum, proven performance record with similar climatic conditions. Curing time, under recommended application conditions, shall not exceed 4 hours. The Contractor shall furnish and submit to the Engineer, manufacturer's certification that the material is the type, grade, and quality specified for each load of bituminous material delivered. The certification shall show the shipment number, refinery, consignee, destination, contract number, and date of shipment. Submit one 1-gallon samples of diluted, ready-to-apply bituminous material for each load delivered.

**403.02.02 Polymer.** The vinyl acrylic co-polymer shall be approved for use by the manufacturer of the bituminous material for compatibility and shall have the following properties:

Solids content, percent by weight	55 percent
Weight per gallon, lbs.	
Emulsion	9.0 lbs.
Resin Solids	9.8 lbs.
pH	5.0
Viscosity, cps	2,250
Particle charge	Nonionic
Free monomer, percent by weight	0.5 percent, maximum
Mechanical stability	Excellent
Minimum film forming temperature, °C	+5
Tg °C	+1

The Contractor shall submit manufacturer's specifications for vinyl acrylic co-polymer for review and approval, with the bituminous materials submittal.

**403.02.03 Sand.** The sand material shall be a dry, clean, angular, dust-free with a Mohs hardness of 6-8. The sand shall be per the manufacturer's recommendation to achieve the filling of voids and provide sufficient friction levels.

## CONSTRUCTION REQUIREMENTS

**403.04.01 Weather Limitations.** The emulsified asphalt seal coat shall be applied only when the existing surface is dry and the pavement surface temperature is 50°F and rising. Application shall be scheduled so that at least three hours of daylight should remain after completing emulsion application.

**403.04.02 Mixing.** The sealing material shall be obtained by blending bituminous concentrate material and water. Mix one-part bituminous emulsion concentrate to one part water, by volume. Add (one) percent polymer, by volume, to the mix if recommended by manufacturer's representative. If the polymer is added to the mix at the plant, submit weigh scale tickets to the Engineer. As an option, the polymer may be added to the mix at the job site provided the polymer is added while the circulating pump is running, the mix is agitated for a minimum of 15 minutes, and the polymer is mixed to the satisfaction of the Department.



**403.04.03 Pavement Preparation.** The asphalt surface to be treated shall be free of all dirt, sand, weeds, grass and excessive oil and/or grease. The surface shall be cleaned with a power broom, power blower supplemented by a hand sweeping, power vacuum, or any other means required to remove deleterious matter to the satisfaction of the Engineer or Department. Any crack sealing shall be completed and surface cleaned prior to applying pavement sealer. This work is considered incidental to the seal coating.

**403.04.04 Equipment.** All equipment necessary for the satisfactory performance of this work shall be on hand and approved before the work is permitted to begin. The material shall be applied with manufacturer-approved standard bituminous distributors equipped with working mechanical gauges capable of determining the amount of emulsion used at any given time. Spreader bar tips shall be kept clean and adjusted for regulated flow. Any type of tip or pressure source is suitable that will maintain a constant flow through the nozzles during the application process regardless of the speed of the truck. All equipment shall be tested under pressure for leaks and to ensure it is in good working order before use. All equipment, tools and machines used in the performance of this work shall be maintained in good working condition throughout the life of the Contract. The tank containing the emulsion shall contain no contaminants or diluents.

The distributor truck shall be equipped with a 12-foot (3.6 m) minimum spreader bar with individual nozzle control. It shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. It shall have an easily accessible thermometer that constantly monitors the temperature of the seal coat. In the event there is a temperature problem, a distributor truck will be provided that is equipped to effectively heat and mix the material to the required temperature prior to application. Heating and mixing will be done in accordance with the manufacturer's recommendations. Care shall be taken not to over-heat or over-mix material.

The distributor shall be equipped to hand spray the seal coat areas identified by the Engineer.

**403.04.05 Rate of Spread.** Spread rate shall be determined by the texture, porosity and age of asphalt pavement to be sealed. Application rate will vary from 0.45 to 0.7 liters per square meter (0.1 to 0.15 gal. per square yard). Exceeding recommended application rates is not recommended without consulting a responsible manufacturer's representative.

**403.04.06 Application.** The sealing product shall be uniformly applied using equipment as described in Section 403.04.04 and in accordance with the manufacturer's recommendations. The seal coat shall not be applied to wet or damp pavement surface or when rain is anticipated within four to eight hours after application is completed. Pavement surface temperatures shall be 13° C (55° F) or higher and air temperature shall be at least 10° C (50° F). Application shall take place only between April 1 and October 31. Traffic shall not be allowed on the surface until the sealer and binding agent has penetrated and fully cured.

**403.04.07 Sanding.** The sand used shall be a hard, highly fractured material, dark black in color, free of clay and organic matter, and shall be of a consistent chemistry and specific gravity to provide high breakdown resistance. Sanding shall be accomplished immediately

following application of the seal coat by means of a mechanical spreader mounted on the bituminous distributor or sanding vehicle suitable to disperse sand in an even manner without driving on wet emulsion. Sand shall be spread at a rate of 0.2 to 0.54 kg per square meter (0.5 to 1.0 pounds per square yard).

Sanding shall be accomplished using a drop-type sander equipped with a full spread bar to ensure even distribution of the sand. Tinkle or skip applicator bars will not be permitted. Spinner or whirly-bird type sanders will not be permitted. The sanding unit must have the ability to apply sand in both the forward and backward direction in order to minimize driving on the freshly applied sealant and to enable negotiating sand application onto areas where turning around is not possible. The sander must have finite controls to regulate sand distribution. Push-type hand sanders will be allowed for use around lights, signs and other obstructions. Contractor shall schedule this work so the sealant application and the sanding operation work as a cohesive unit with the sanding unit immediately following the sealant distributor. Sanding will be done in a manner so as to prevent any sand from going onto any pavement prior to the sealant's being applied. Areas with excess or loose sand shall be cleaned up, and excess sand disposed of properly.

**403.04.08 Freight and Weight Bills.** Before the final estimate is allowed, the Contractor shall file with the Department certified weigh bills of the emulsion materials actually used in the construction covered by the contract. Copies of weigh bills shall be furnished to the Department during the progress of the work.

**403.15 Method of Measurement.** *Add the following to Article 403.15 of the Standard Specifications for Road and Bridge Construction:*

**403.15 Method of Measurement.** The quantity of Emulsified Pavement Sealer to be paid for will be the number of square yards of material actually applied and accepted by the Engineer as complying with the specifications.

**403.16 Basis of Payment.** *Delete 403.16 and substitute the following at Article 403.16 of the Standard Specifications for Road and Bridge Construction:*

**406.16** Payment will be made at the contract unit price per square yard for Emulsified Pavement Sealer actually applied and accepted by the City Administrator This price will be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item, including the furnishing, and placing of sand and any other work necessary to complete this item.

## **DIVISION 700. WORK ZONE TRAFFIC CONTROL AND PROTECTION, SIGNING, AND PAVEMENT MARKING**

### **SECTION 701. WORK ZONE TRAFFIC CONTROL AND PROTECTION**

**701.01 Description.** *Add the following to Article 701.01 of the Standard Specifications for Road and Bridge Construction:*

**701.01.01** The Contractor shall provide necessary traffic control conforming to the Standard Specifications for Road and Bridge Construction, applicable guidelines contained in the Manual on Uniform Traffic Control Devices for streets and highways, and any applicable Illinois Department of Transportation Highway Standards.

**701.01.02** Streets shall remain open to thru traffic at all times. Streets shall not be closed without the permission of the Engineer. If street closure is necessary, Type III barricades with “Road Closed” signage shall be provided at each end of the roadway and at all access points. “Road Closed Ahead” signs shall also be provided mid-block on each approach to the closure. If directed by the Engineer, a detour route shall be defined with appropriate signage.

**701.01.03** All protection barricades shall be Type I barricades with operational steady burn lights.

**701.01.04** Barricades shall be placed around all excavation holes and at 50-foot intervals along the areas of uneven surfaces, such as curb lines. When the excavation is more than 4 inches below the adjacent surfaces, barricades shall be placed at 25-foot intervals with additional barricades being placed at each driveway and sidewalk area that is closed.

**701.01.05** The contractor shall provide flaggers when necessary, as directed by the Engineer, to safely maintain two-way traffic during all construction activities.

#### **701.04 General.**

##### **FLAGGER VESTS (BDE)**

*Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications for Road and Bridge Construction to read:*

The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-2004 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e).

*Revise Article 701.04(c)(6) of the Standard Specifications for Road and Bridge Construction to read:*

(6) Nighttime Flagging. Flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 108 lux (10 fc) measured 300 mm (1 ft.) out from the flagger’s chest. The bottom of any luminaire shall be a minimum of 3 m (10 ft.) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties.

The flagger vest shall be a fluorescent orange or fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments.

**701.20 Basis of Payment.** *Delete 701.20 and substitute the following at Article 701.20 of the Standard Specifications for Road and Bridge Construction:*

**701.20** Traffic control and protection work shall be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION, which shall be payment in full for all materials, labor, equipment and tools as necessary to complete the work as herein specified.

**EXHIBIT "A"**

**POLICY NUMBER:  
COMMERCIAL GENERAL LIABILITY**

**CG 20 10 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**

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

**A. 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," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 37 07 04

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**EXHIBIT "C"**

**POLICY NUMBER:  
CG 20 01 04 13**

**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary and Noncontributory  
Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Name Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CG 20 01 04 13

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**EXHIBIT "D"**

**POLICY NUMBER:  
CG 20 37 07 04**

**COMMERCIAL GENERAL LIABILITY**

**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**

<b>Name of Additional Insured Person(s) Or Organization(s):</b>	<b>Location and Description of Completed Operations</b>
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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**EXHIBIT "E" (EXAMPLE)**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE COMPLETED(MM/DD/YYYY)	
PRODUCER  Name of Insurance Broker				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.			
				INSURERS AFFORDING COVERAGE		NAIC #	
INSURED  COVERAGES Name of Contractor				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	
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 EXP.DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001  G COMMERCIAL GENERAL LIABILITY G CLAIMS MADE G OWNERS & CONT PROT (IF REQUIRED) G _____ GEN=L AGGREGATE LIMIT APPLIER PER: G POLICY GPROJECT G 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  G ANY AUTO CA001 G ALL OWNED AUTOS G SCHEDULED AUTOS G HIRED AUTOS G NON-OWNED AUTOS G _____	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  G ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
						OTHER THAN EA ACC AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY  G OCCUR G DEDUCTIBLE G RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
C		WORKERS 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- OTHER TORY LIMITS	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-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 Oakbrook Terrace, its officials, employees, agents and volunteers.  ACORD 25 (2001/08) ACORD CORPORATION 1988				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,  SIGNATURE OF AUTHORIZED AGENT			



EXHIBIT "F"

IN WITNESS WHEREOF the undersigned has executed this Contractor's Affidavit this 7th day of August 2024

By: Joseph Coghill Authorized Agent  
(Authorized Agent of Contractor)

ATTEST:

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

I, Heidi J Posada do hereby certify that before me this day in person  
(Name of Notary Public)  
appeared Joseph Coghill, personally known to me to be an authorized agent of ARM, a corporation, and \_\_\_\_\_, personally known to me to be the President of the company and each severally acknowledged that they signed and delivered the foregoing instrument in their respective capacities herein set forth, pursuant to the authority given under the operating agreement of the company, as the free and voluntary act of the company, and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 7th day of August 2024  
Heidi J Posada  
Notary Public





**EXHIBIT "G"**

IN WITNESS WHEREOF the undersigned has executed this Contractor's Affidavit this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_, Authorized Agent  
(Authorized Agent of Contractor)

ATTEST:

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

I, \_\_\_\_\_ do hereby certify that before me this day in person  
(Name of Notary Public)  
appeared \_\_\_\_\_, personally known to me to be an authorized agent of  
\_\_\_\_\_, a corporation, and \_\_\_\_\_, personally known to me to be  
the \_\_\_\_\_ of the company and each severally acknowledged that they signed and delivered the  
foregoing instrument in their respective capacities herein set forth, pursuant to the authority given under the  
operating agreement of the company, as the free and voluntary act of the company, and as their own free and  
voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "H"**

**WAIVER OF LIEN  
ON FUNDS FOR PUBLIC IMPROVEMENTS - CONTRACTOR**

TO: City of Oakbrook Terrace, Illinois  
17W275 Butterfield Road  
Oakbrook Terrace, Illinois 60181

**WHEREAS,** \_\_\_\_\_ (the "Contractor") under a contract with the City of  
*(Name of Contractor)*  
Oakbrook Terrace, Illinois (the "City") to furnish labor and/or material in the amount of \$ \_\_\_\_\_ for the  
*(Amount of Payment)*  
public improvement known as the \_\_\_\_\_ Project.  
*(Description of Project)*

**NOW, THEREFORE,** for and in consideration of the payment of \$ \_\_\_\_\_, the receipt of which is hereby acknowledged, the Contractor does hereby release, remises and forever discharges the City and any and all claim for lien pursuant to Section 23 of the Illinois Mechanic's Lien Act (770 ILCS 60/23) against the money, bonds or warrants due or to become due the Contractor from the City on account of having furnished materials, apparatus, fixtures, machinery or labor on said public improvement.

**IN WITNESS WHEREOF** the undersigned has executed the Final Waiver of Lien on Funds for Public Improvements this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor:

\_\_\_\_\_  
*(Name of Contractor)*

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

ATTEST:

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

State of Illinois )  
 ) ss.  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ do hereby certify that before me this day in person appeared  
*(Name of Notary Public)*  
\_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of  
*(Name of officer or agent)* *(Title or Office)*  
\_\_\_\_\_, a corporation, and \_\_\_\_\_, personally known  
*(Name of Contractor)* *(Name of Secretary of Contractor)*

to me to be the secretary of the corporation and each severally acknowledged that they signed and delivered the foregoing instrument in their respective capacities herein set forth and caused to be affixed thereto the corporate seal of the corporation, pursuant to the authority given under the articles and bylaws of the corporation, as the free and voluntary act of the corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "I"**

**WAIVER OF LIEN  
ON FUNDS FOR PUBLIC IMPROVEMENTS - SUBCONTRACTOR**

TO: City of Oakbrook Terrace, Illinois  
17W275 Butterfield Road  
Oakbrook Terrace, Illinois 60181

**WHEREAS,** \_\_\_\_\_ (the "Contractor") under a contract with the City of  
*(Name of Contractor)*  
Oakbrook Terrace, Illinois (the "City" employed \_\_\_\_\_ (the "Subcontractor") to furnish  
*(Name of Subcontractor)*  
labor and/or material in the amount of \$ \_\_\_\_\_ for the public improvement known as the  
*(Amount of Payment)*  
\_\_\_\_\_ Project.  
*(Description of Project)*

**NOW, THEREFORE,** for and in consideration of the payment of \$ \_\_\_\_\_, the receipt of which is hereby acknowledged, the Subcontractor does hereby release, remises and forever discharges the City and any and all claim for lien pursuant to Section 23 of the Illinois Mechanic's Lien Act (770 ILCS 60/23) against the money, bonds or warrants due or to become due the Contractor from the City on account of having furnished materials, apparatus, fixtures, machinery or labor on said public improvement.

**IN WITNESS WHEREOF** the undersigned has executed the Final Waiver of Lien on Funds for Public Improvements this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Subcontractor: \_\_\_\_\_  
*(Name of Subcontractor)*

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

ATTEST:

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

State of Illinois )  
 ) ss.  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ do hereby certify that before me this day in person appeared  
*(Name of Notary Public)*  
\_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of  
*(Name of officer or agent)* *(Title or Office)*  
\_\_\_\_\_, a corporation, and \_\_\_\_\_, personally known  
*(Name of Subcontractor)* *(Name of Secretary of Subcontractor)*

to me to be the secretary of the corporation and each severally acknowledged that they signed and delivered the foregoing instrument in their respective capacities herein set forth and caused to be affixed thereto the corporate seal of the corporation, pursuant to the authority given under the articles and bylaws of the corporation, as the free and voluntary act of the corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "J"**

**WAIVER OF LIEN  
ON FUNDS FOR PUBLIC IMPROVEMENTS – SUBCONTRACTOR’S MATERIAL SUPPLIER**

TO: City of Oakbrook Terrace, Illinois  
17W275 Butterfield Road  
Oakbrook Terrace, Illinois 60181

**WHEREAS,** \_\_\_\_\_ (the "Contractor") under a contract with the City of Oakbrook Terrace, Illinois (the "City") employed \_\_\_\_\_ (the "Subcontractor") to furnish labor and/or material in the amount of \$ \_\_\_\_\_ for the public improvement known as the \_\_\_\_\_ Project (the "Project"). The Subcontractor employed \_\_\_\_\_ (the "Material Supplier") to furnish material in the amount of \$ \_\_\_\_\_ for the Project.

**NOW, THEREFORE,** for and in consideration of the payment of \$ \_\_\_\_\_, the receipt of which is hereby acknowledged, the Material Supplier does hereby release, remises and forever discharges the City and any and all claim for lien pursuant to Section 23 of the Illinois Mechanic’s Lien Act (770 ILCS 60/23) against the money, bonds or warrants due or to become due the Contractor from the City on account of having furnished materials, apparatus, fixtures, machinery or labor on said public improvement.

**IN WITNESS WHEREOF** the undersigned has executed the Final Waiver of Lien on Funds for Public Improvements this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Material Supplier:

\_\_\_\_\_  
(Name of Material Supplier)

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

ATTEST:

By: \_\_\_\_\_  
Secretary  
State of Illinois )  
                          ) ss.  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ do hereby certify that before me this day in person appeared \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_ a corporation, and \_\_\_\_\_, personally known to me to be the secretary of the corporation and each severally acknowledged that they signed and delivered the foregoing instrument in their respective capacities herein set forth and caused to be affixed thereto the corporate seal of the corporation, pursuant to the authority given under the articles and bylaws of the corporation, as the free and voluntary act of the corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**EXHIBIT "K"**  
**DUPAGE COUNTY PREVAILING WAGE RATES MAY 20, 2024**

**DuPage County Prevailing Wage Rates posted on 5/20/2024**

Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	HoI	HW	Pension	Vac	Trng	Ins	Other	Overtime		
																Add OT 1.5x owed	Add OT 2.0x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91			0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88			2.80	5.60	
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34			0.00	0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16			0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81			0.00	0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15			1.50	3.00	0.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04			0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12			0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		37.85	40.65	1.5	1.5	2.0	2.0	13.90	24.30	3.20	0.83			14.15	28.32	0.00
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52			8.63	17.26	0.00
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17			6.63	13.27	0.00
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83			10.38	20.76	0.00
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21			6.87	13.75	0.00
ELECTRICIAN	All	BLD		45.45	49.70	1.5	1.5	2.0	2.0	13.90	27.89	7.13	1.20			18.13	36.23	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70			0.00	0.00	0.00
FENCE ERECTOR	NE	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75			0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07			0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88			4.15	8.30	0.00
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49			0.00	0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91			0.00	0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81			0.00	0.00	0.00
MACHINIST	All	BLD		55.74	58.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47			0.00	0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66			0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85			0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91			0.00	0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91			0.00	0.00	0.00

**EXHIBIT "K"**  
**DUPAGE COUNTY PREVAILING WAGE RATES MAY 20, 2024**

**DuPage County Prevailing Wage Rates posted on 5/20/2024**

MILLWRIGHT	All	ALL	53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81	0.00	0.00
OPERATING ENGINEER	All	BLD 1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	BLD 2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	BLD 3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	BLD 4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	BLD 5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	BLD 6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	BLD 7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	FLT	41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	0.00	0.00
OPERATING ENGINEER	All	HWY 1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	HWY 2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	HWY 3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	HWY 4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	HWY 5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	HWY 6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
OPERATING ENGINEER	All	HWY 7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL	55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00
PAINTER	All	ALL	51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00
PAINTER - SIGNS	All	BLD	45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00
PILED RIVER	All	ALL	53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81	0.00	0.00
PIPEFITTER	All	BLD	55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00
PLASTERER	All	BLD	50.85	53.90	1.5	1.5	2.0	2.0	12.50	22.80	0.00	1.12	0.00	0.00
PLUMBER	All	BLD	56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73	0.00	0.00
ROOFER	All	BLD	49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00
SHEETMETAL WORKER	All	BLD	54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00
SPRINKLER FITTER	All	BLD	56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00
STEEL ERECTOR	All	ALL	57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49	0.00	0.00
STONE MASON	All	BLD	50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00
SURVEY WORKER	All	BLD	55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00

**EXHIBIT "K"**  
**DUPAGE COUNTY PREVAILING WAGE RATES MAY 20, 2024**

**DuPage County Prevailing Wage Rates posted on 5/20/2024**

SURVEY WORKER	All	HWY	55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00
TERRAZZO FINISHER	All	BLD	46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00
TERRAZZO MECHANIC	All	BLD	50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY	40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY	41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.76	43.31	1.5	1.5	2.0	11.33	14.75	0.00	0.15	0.00	0.00
TRUCK DRIVER	All	ALL	2	42.91	43.31	1.5	1.5	2.0	11.33	14.75	0.00	0.15	0.00	0.00
TRUCK DRIVER	All	ALL	3	43.11	43.31	1.5	1.5	2.0	11.33	14.75	0.00	0.15	0.00	0.00
TRUCK DRIVER	All	ALL	4	43.31	43.31	1.5	1.5	2.0	11.33	14.75	0.00	0.15	0.00	0.00
TUCKPOINTER	All	BLD	50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00

**Legend**

**Rg** Region

**Type** Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

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 Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

**EXHIBIT "K"**  
**DUPAGE COUNTY PREVAILING WAGE RATES MAY 20, 2024**

**DuPage County Prevailing Wage Rates posted on 5/20/2024**

**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 Worker I**

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

**TRAFFIC SAFETY WORKER II**

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

**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, warming 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 scuffing 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),

**EXHIBIT "K"**  
**DUPAGE COUNTY PREVAILING WAGE RATES MAY 20, 2024**

**DuPage County Prevailing Wage Rates posted on 5/20/2024**

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, alabaster 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.

**OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); 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 Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; 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; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Toumapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside 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.

**EXHIBIT "K"**  
**DUPAGE COUNTY PREVAILING WAGE RATES MAY 20, 2024**

**DuPage County Prevailing Wage Rates posted on 5/20/2024**

Class 3. Air Compressor, Combination Small Equipment Operator, Generators; Heaters, Mechanical; Hoists; Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

**OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. 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 Pacer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators; Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc.; Underground Boring and/or Mining Machines under 5 ft. in diameter; 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 75 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Baling Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Hightift Shovels or Front Endloader, Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screenshot; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc,

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**DUPAGE COUNTY PREVAILING WAGE RATES MAY 20, 2024**

**DuPage County Prevailing Wage Rates posted on 5/20/2024**

- 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.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; 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); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.
- Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.
- Class 6. Field Mechanics and Field Welders
- Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.
- OPERATING ENGINEER - FLOATING
- Diver; Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender
- 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 Turntrailers 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 Turntrailers 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

**EXHIBIT "K"**  
**DUPAGE COUNTY PREVAILING WAGE RATES MAY 20, 2024**

**DuPage County Prevailing Wage Rates posted on 5/20/2024**

Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

**SURVEY WORKER**

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

**SURVEY FOREMAN**

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

**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 217-782-1710 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.

**MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II**

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



**SEP 10 2024**



## **Interdepartmental Memo**

**To: Jim Ritz, City Administrator**  
**From: Craig Ward, Director of Public Services**  
**Re: 2024 MFT Curb Replacement Project**  
**Date: September 5, 2024**

**I concur with CBBEL's recommendation on awarding the 2024 Curb Replacement Project to Acura, Inc in the amount of \$209,525.00**

**This year's Curb Replacement Project will consist of installing 4,125 feet of Curb and Gutter along Nimitz, Marshall and North Elder. Installation of curb and gutter in these areas are intended to help solve drainage and water run-off issues.**

**Once awarded, a pre-con meeting will be scheduled to go over the job and set a schedule.**

**Our approved FY 2024 / 2025 budget for this project was \$264,000.00.**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 3, 2024

City of Oakbrook Terrace  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181

Attention: Craig Ward, Director of Public Services

Subject: 2024 Curb Replacement Project  
(CBBEL Project 92-32B129)

Dear Craig:

Christopher B. Burke Engineering, Ltd. solicited public bids for the construction of the 2024 Curb Replacement Project at the direction of the City. A total of Ten (10) bidders obtained bidding documents and submitted their bids which were opened and publicly read on August 28, 2024, at the City Council of Chambers, and the results were as follows:

<b>BIDDER NAME</b>	<b>BID AMOUNT</b>
Acura, Inc.	\$209,525.00
J. Nardulli Concrete, Inc.	\$256,241.25
G & M Cement Construction, Inc.	\$257,725.05
Nardulli Construction Company, Inc.	\$259,933.75
Davis Concrete Construction Company	\$264,525.00
Everlast Blacktop, Inc.	\$271,270.00
Trigged Construction, Inc.	\$280,067.50
Alliance Contractors, Inc.	\$336,534.25
D'Land Construction, LLC	\$343,700.00
Martam Construction, Inc.	\$369,900.00
<b>ENGINEER'S ESTIMATE</b>	<b>\$292,872.50</b>

The lowest bid was less than the engineer's estimate. The project bid tabulation is attached for your use.

The lowest responsive bidder, Acura, Inc., possesses a current IDOT Certificate of Eligibility and has been awarded several contracts with other municipalities and local contractors, all of which have expressed their satisfaction with their work performance.

Therefore, it is our recommendation that the City Council award the construction contract for the 2024 Curb Replacement Project to Acura, Inc., in the amount of \$209,525.00.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Lynch". The signature is fluid and cursive, with the first name "Daniel" being more prominent than the last name "Lynch".

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

**City of Oakbrook Terrace**  
**2024 Curb Project**  
**BID OPENING RESULTS**  
**CBBEL PROJECT NO. 920032.B0129**  
**August 28, 2024, 10:00 AM at Oakbrook Terrace Village Hall**

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<b>BIDDER</b>	<b>BID BOND</b>	<b>BID</b>
<b>ENGINEERS ESTIMATE</b>		\$292,872.50
Acura, Inc.	✓	\$209,525.00
J. Nardulli Concrete, Inc.	✓	\$256,241.25
G & M Cement Construction, Inc.	✓	\$257,725.05
Nardulli Construction Company, Inc.	✓	\$259,933.75
Davis Concrete Construction Company	✓	\$264,525.00
Everlast Blacktop, Inc.	✓	\$271,270.00
Triggi Construction, Inc.	✓	\$280,067.50
Alliance Contractors, Inc.	✓	\$336,534.25
D'Land Construction, LLC	✓	\$343,700.00
Martam Construction, Inc.	✓	\$369,900.00

