

**AGENDA**  
**BERWYN CITY COUNCIL**  
REGULAR MEETING  
MARCH 10, 2015  
8:00 PM

*The Mayor and City Council welcome you. Please note: comments are permitted only during Open Forum and only for items not already on the agenda. When called upon by the Mayor, kindly state your name and address for the record. Thank you for your participation.*

- A. Pledge of Allegiance and Moment of Silence
- B. Open Forum
- C. Approval of Minutes
  - 1. Regular Council Meeting and COW held on February 24, 2015 Pg 3
- D. Bid Openings
- E. Berwyn Development Corp., Berwyn Township/Health District
  - 1. Ordinance/Amendment to Berwyn Gateway Plaza II Redevelopment Pg 5
- F. Reports from the Mayor
- G. Reports from the Clerk
  - 1. Updating and Codification of Ordinances Pg 54
  - 2. Approval of Closed COW Minutes of January 13, 2015 and January 27, 2015 Pg 57
- H. Zoning Boards of Appeals
- I. Reports from the Aldermen, Committees and Board
  - 1. Alderman Paul – Minutes of the Parking & Traffic Committee Meetings of June 17, 2014, November 13, 2014 and March 6, 2015 Pg 58
  - 2. Alderman Paul – Recommendation to Provide Free Vehicle Stickers to Active Duty Military and Reservists as well as Honorably Discharged Members of the United States Armed Forces and Reserves Pg 63
- J. Reports from the Staff
  - 1. Finance Director – 2015 Appropriation Ordinance Pg 64
  - 2. Public Works Director - Request Authorization to Proceed with Request for Proposal for Sewer and Water Pg 69
  - 3. Public Works Director – Request Approval of the 2015 Motor Fuel Tax Maintenance Resolution Pg 70
- K. Consent Agenda
  - 1. Payroll – 2/25/15 \$1,042,418.37 Pg 125
  - 2. Payables – 3/10/15 \$1,124,439.64 Pg 126
  - 3. Building and Local Improvement Permits for the month of February, 2015 Pg 132
  - 4. Chicago International Christian Church- Fundraising, 3/21/15 Pg 155
  - 5. Salvation Army Donut Days 5/29, 5/30 6/5 & 6/6, 2015; Red Kettle Campaign 11/6 - 12/24 of 2015 (Monday thru Saturday) Pg 156
  - 6. St. Mary of Celle – Way of the Cross procession 4/3/15 Pg 157
  - 7. North Berwyn Park District – Easter Parade 4/4/15 Pg 158

\_\_\_\_\_ - Thomas J. Pavlik, City Clerk

In accordance with the provisions of the Americans with disabilities Act, any individual in the need of a reasonable accommodation in order to participate in or benefit from attendance at a City of Berwyn public meeting should contact Clerk Thomas J. Pavlik at (708) 788-2660 as early in advance as possible.

MINUTES  
BERWYN CITY COUNCIL  
February 24, 2015

1. The regular meeting of the Berwyn City Council was called to order by Mayor Lovero at 8:00 p.m. Upon the call of the roll, the following responded present: Chapman, Paul, Fejt, Santoy, Polashek, Avila and Laureto. Absent: Boyajian. Thereafter, Chapman made a motion, seconded by Laureto, to excuse Alderman Boyajian. The motion carried by a voice vote.
2. The Pledge of Allegiance was recited and a moment of silence was given for the family of James T. Hayes, father of Deputy Fire Chief Thomas A. Hayes; Rosemarie H. Ballard, wife of the late Ronald J. Ballard, Retired Deputy Fire Chief; Charlotte Castaldo, wife of Zoning Board of Appeals Commissioner Dominick Castaldo; Paul M. Mastny, father of Librarian Briana Perlot and uncle of Librarian Nora Mastny and for the men and women protecting our safety on the streets of Berwyn, in the Armed Forces and for all Veterans.
3. The open forum of the meeting was announced. Resident Ed Karasek spoke regarding his concerns of the Integrated Marking Campaign. Alderman Laureto invited all to attend the Green Mile Pub Crawl on Roosevelt Road on Friday, March 13, 2015.
4. Minutes of the regular Berwyn City Council meeting and the Committee of the Whole held February 10, 2015, were submitted. Thereafter, Avila made a motion, seconded by Laureto, to concur, approve as submitted and place same on file for audit. The motion carried by a voice vote.
5. The Mayor submitted communication regarding the appointment of Carlos Berrout as a member of the Library Board. Thereafter, Chapman made a motion, seconded by Laureto, to concur and approve the appointment as submitted. The motion carried by a voice vote.
6. The Mayor submitted a proclamation to congratulate Jeffrey M. Braun on achieving the highest level of Eagle Scout and wish him the best of luck in all his future endeavors. Thereafter, Chapman made a motion, seconded by Laureto, to **adopt** the proclamation as presented. The motion carried by a voice vote.
7. The City Clerk submitted a communication regarding the elimination of Ordinance Chapter 272: Clean City Commission with an attached ordinance entitled:

**AN ORDINANCE AMENDING BERWYN CODE TO ELIMINATE CHAPTER 272, CLEAN CITY COMMISSION, FROM THE CODIFIED ORDINANCES, CITY OF BERWYN, COUNTY OF COOK, STATE OF ILLINOIS**

**BERWYN CITY COUNCIL MINUTES**  
**February 10, 2015**

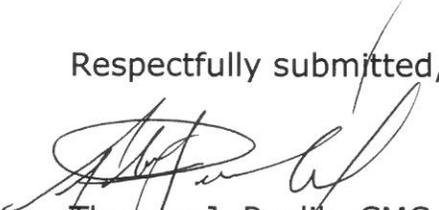
Thereafter, Chapman made a motion, seconded by Avila, to concur, **adopt** the ordinance as presented and authorize the corporate authorities to affix their signatures thereto. The motion carried by a unanimous roll call vote.

8. The Finance Director submitted a communication regarding the 2015 Draft Budget and called for a Public Hearing on March 10, 2015 at 5:45pm. Thereafter, Chapman made a motion, seconded by Avila, to concur, accept as informational and grant permission to call a Public Hearing. The motion carried by a voice vote.
9. The consent agenda, items K-1 through K-2 were submitted:
  1. Payroll – 2/11/2015 \$1,118,518.77 - Approved
  2. Payables – 2/24/2015 \$681,205.52 – Approved

Thereafter, Avila made a motion, seconded by Laureto, to concur and approve by omnibus vote designation. The motion carried by a voice vote.

10. There being no further business to come before the meeting, same was after a motion by Laureto, seconded by Avila, to adjourn at the hour of 8:14 p.m. The motion carried by a voice vote.

Respectfully submitted,



Thomas J. Pavlík, CMC  
City Clerk

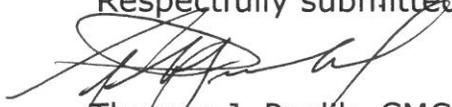
**MINUTES  
BERWYN CITY COUNCIL  
COMMITTEE OF THE WHOLE  
February 24, 2015**

1. Mayor Lovero called the Committee of the Whole to order at 6:03 p.m.; upon the call of the roll the following responded present: Chapman, Paul, Fejt, Polashek, Avila and Laureto. Absent: Boyajian and Santoy. Thereafter, Chapman made a motion, seconded by Laureto, to excuse Aldermen Boyajian and Santoy. The motion carried by a voice vote.
2. Budget Review: The Mayor recognized Finance Director Rasheed Jones who presented the City of Berwyn 2015 Budget and reviewed highlights of same. Jones noted that there will be a balanced General Fund Budget as revenues are expected to exceed expenditures with a net income of \$164,358, which is up from \$16,168 in 2014. The Budget also provides for the second round of planned pension bonds which will reduce the unfunded pension liability. This Budget also incorporates 1 million for residential flood mitigation program. Jones was available for any questions and urged the Aldermen not to hesitate contacting him directly with any questions before final adoption of the proposed Budget.
3. New Integrated Marketing Campaign Consumer Summary: The Mayor recognized Berwyn Development Corporation Executive Director Anthony Griffin and a representative from Firebelly Design who gave a Power Point presentation, which reviewed campaign objectives and consumer feed back to the new marketing campaign. The project has an \$80,000 budget for 2015.
4. The Mayor asked for a motion to close the Committee of the Whole for Pending Litigation and Real Estate. Thereafter, Avila made a motion, seconded by Polashek, to close the Committee of the Whole at 6:40 p.m.

Note: Santoy present in closed session at 6:45 p.m.

5. A motion was made in closed session by Polashek, seconded by Santoy, to reopen the Committee of the Whole at 7:51 p.m. Motion carried by a voice vote.
6. A motion was made by Santoy, seconded by Chapman, to adjourn the Committee of the Whole at 7:51 p.m. The motion carried by a voice vote.

Respectfully submitted,

  
Thomas J. Pavlik, CMC  
City Clerk

E-1



March 6, 2015

**Mayor Robert J Lovero  
Members of the Berwyn City Council  
Berwyn City Hall  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402**

**Re: Amendment to Berwyn Gateway Plaza II Redevelopment Agreement**

Dear Mayor and City Council,

The developer is seeking consideration of the attached Ordinance and Amended Redevelopment Agreement Exhibit B for the second phase of redevelopment at Berwyn Gateway Plaza.

Respectfully submitted for your consideration,

A handwritten signature in black ink, appearing to read "AWG", is written over a faint circular stamp or watermark.

Anthony W. Griffin

3322 S. Oak Park Avenue  
Second Floor  
Berwyn, IL 60402  
708.788.8100  
fax: 708.788.0966  
www.berwyn.net

March 10, 2015

***Certified Mail Return Receipt Requested***

BERWYN GATEWAY PARTNERS II  
LLC  
c/o Keystone Ventures LLC  
418 Clinton Place  
River Forest, Illinois 60305  
Attention: Mr. Timothy B. Hague

MELTZER, PURTILL & STELLE, LLC  
300 S. Wacker Drive  
Suite 3500  
Chicago, Illinois 60606  
Attention: William J. Mitchell

**Re: Letter Amendment to the Redevelopment Agreement Approved on September 9, 2014**

Dear Mr. Hague and Attorney Mitchell:

Pursuant to City of Berwyn Ordinance \_\_\_\_ adopted on March \_\_, 2015 in accordance with Section 10.02 of the Redevelopment Agreement (the "Original Agreement") entered into by and between the City of Berwyn (the "City") and Berwyn Gateway Partners II, LLC, the Parties have the authority to amend the Original Agreement via a writing executed by the Parties. Intending to be legally bound, the Parties hereby amend the Original Agreement as follows:

- S-1. The Parties acknowledge that, as of the Effective Date, OneMain Financial, Inc. was operating a financial institution on that certain portion of the Property commonly known as 7108 West Cermak Road, Berwyn, Illinois (the "OneMain Property"). Section 6.01(B)(iv) of the Original Agreement is hereby amended to provide that, notwithstanding the Use Restriction, OneMain Financial, Inc. shall be permitted to continue its existing use of the OneMain Property during the remainder of the term of its current leasehold interest in the OneMain Property. The terms of this Section S-1 shall not be construed to permit the operation of any other use prohibited by the Use Restriction at the OneMain Property including, without limitation, the operation of a successor or assignee of OneMain Financial, Inc., or other personal and business credit institutions, bond and mortgage companies, mortgage brokers, mortgage bankers, loan companies, loan agents and correspondents, loan brokers, securities and commodities brokers and dealers, insurance carriers, or insurance agents and brokers.
- S-2. The Parties acknowledge that, as of the Effective Date, Fifth Third Bancorp was operating a financial institution on that certain portion of the Property commonly known as 7112 Cermak Road, #1, Berwyn, Illinois (the "5/3<sup>rd</sup> Property"). Section 6.01(B)(iv) of the Original Agreement is hereby amended to provide that, notwithstanding the Use Restriction, Fifth Third Bancorp, or its successor solely by merger of acquisition, shall be permitted to continue its existing use of the 5/3<sup>rd</sup>

Property during the remainder of the term of its current leasehold interest in the 5/3<sup>rd</sup> Property. The terms of this Section S-2 shall not be construed to permit the operation of any other use prohibited by the Use Restriction at the 5/3<sup>rd</sup> Property including, without limitation, the operation of an assignee of Fifth Third Bancorp or any other personal and business credit institutions, bond and mortgage companies, mortgage brokers, mortgage bankers, loan companies, loan agents and correspondents, loan brokers, securities and commodities brokers and dealers, insurance carriers, or insurance agents and brokers.

- S-3. All capitalized terms not specifically defined in this Letter Amendment shall have the same meaning as given to such terms in the Original Agreement. To the extent that any conflicts exist between this Letter Amendment and the Original Agreement, the terms and provisions of this Letter Amendment shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Original Agreement remain in full force and effect.
- S-4. This Letter Amendment may be executed in any number of counterparts, which, when taken together, shall constitute a complete, original document. A signature affixed to this Letter Amendment and transmitted by facsimile, email or other electronic communication shall have the same effect as an original signature.

Please execute below to acknowledge your acceptance of this Letter Amendment.

Very truly yours,

James M. Vasselli, Esq.  
Special Counsel, City of Berwyn

cc: The Honorable Robert J. Lovero  
Anthony Griffin, Berwyn Development Corporation

***Agreed & Accepted:***

BERWYN GATEWAY PARTNERS II, LLC

\_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF BERWYN**  
**COOK COUNTY, ILLINOIS**

**ORDINANCE**  
**NUMBER \_\_\_\_\_**

**AN ORDINANCE APPROVING A CERTAIN LETTER AMENDMENT TO THE  
REDEVELOPMENT AGREEMENT WITH BERWYN GATEWAY PARTNERS II  
LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS**

**Robert J. Lovero, Mayor**  
**Thomas J. Pavlik, City Clerk**

**Nona Chapman**  
**Jeffrey Boyajian**  
**Margaret Paul**  
**Robert Fejt**  
**Cesar Santoy**  
**Theodore Polashek**  
**Rafael Avila**  
**Nora Laureto**  
**Aldermen**

**Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on March 11<sup>th</sup>, 2015.**

**ORDINANCE No. \_\_\_\_\_**

**AN ORDINANCE APPROVING A CERTAIN LETTER AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH BERWYN GATEWAY PARTNERS II LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS**

**WHEREAS**, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6(a) of the Illinois Constitution (1970) and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

**WHEREAS**, the Mayor and the City Council (collectively, the “Corporate Authorities”) previously adopted Ordinance No. 14-25 entitled, “An Ordinance Authorizing The Conveyance Of Certain Real Property Located Within The City Of Berwyn, Illinois And Authorizing And Approving A Certain Redevelopment Agreement With Berwyn Gateway Partners II LLC For The City Of Berwyn, State of Illinois” (“Ordinance 14-25”); and

**WHEREAS**, there exists a certain redevelopment agreement (the “Original Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which the City agreed to convey certain real property commonly known as 2136 Wisconsin Avenue, the alley right of way between Wisconsin Avenue and Maple Avenue and the parking lot located north of said alley (collectively, the “City Property”) to Berwyn Gateway Partners II LLC (the “Developer”) and whereby the Developer agreed to carry out the Redevelopment Project (as defined below); and

**WHEREAS**, pursuant to the Original Agreement and in addition to acquiring the City Property, the Developer intends to acquire certain real property located adjacent to the City Property

(the “Adjacent Property” and with the City Property, the “Property”) and thereafter redevelop the Property and by, among other things, constructing a commercial retail/restaurant development, including a commercial bank, landscaping, off-street parking and the certain infrastructure improvements for sale and/or lease as further described in the Agreement (collectively, the “Redevelopment Project”); and

**WHEREAS**, pursuant to the Original Agreement, the Developer is prohibited from allowing certain uses on the Property (the “Use Restriction”), including but not limited to personal and business credit institutions, bond and mortgage companies, mortgage brokers, mortgage bankers, loan companies, loan agents and correspondents, loan brokers, securities and commodities brokers and dealers, insurance carriers, or insurance agents and brokers; and

**WHEREAS**, currently, there are two (2) financial institutions (the “Financial Institutions”) which hold long-term leases for portions of the Adjacent Property and which are not in compliance with the Use Restriction; and

**WHEREAS**, pursuant to Section 10.02 of the Original Agreement, the Original Agreement may be amended by the mutual consent of the City and the Developer and by the adoption of an ordinance or resolution by the City approving the amendment; and

**WHEREAS**, there exists a certain Letter Amendment to the Redevelopment Agreement Approved September 9, 2014 (the “Letter Agreement”), attached hereto and incorporated herein as Exhibit B, which amends the Original Agreement to allow the Financial Institutions to continue using portions of the Adjacent Property until the end of the terms of their current, respective leases; and

**WHEREAS**, the Corporate Authorities find that it is necessary for the health, safety, morals and welfare of the public and necessary for conducting City business and the effective administration of government that the City execute, enter into and approve an agreement with terms substantially the same as the terms of the Letter Agreement; and

**WHEREAS**, the Mayor is authorized to enter into and the City's legal counsel is authorized to revise agreements for the City making such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel; and

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, by and through its home rule powers, as follows:

*Section 1.* The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

*Section 2.* The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to enter into and approve an agreement with terms substantially the same as the terms of the Letter Agreement.

*Section 3.* The Letter Agreement is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel.

*Section 4.* The City's legal counsel is hereby authorized to negotiate and finalize the terms of the Letter Agreement, subject to such changes as may be approved by the Mayor, and to undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

*Section 5.* The Mayor is hereby authorized and directed to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel. The City Council further authorizes the Mayor or his designee to execute any

and all additional documentation that may be necessary to carry out the intent of this Ordinance. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to the intent of this Ordinance and shall take all acts necessary in conformity therewith. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

*Section 6.* All prior actions of the City’s officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

*Section 7.* The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

*Section 8.* All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

*Section 9.* This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this 10<sup>th</sup> day of March 2015, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
<b>TOTAL</b>				

**APPROVED** this 10<sup>th</sup> day of March 2015.

ATTEST:

\_\_\_\_\_  
Robert J. Lovero  
MAYOR

\_\_\_\_\_  
Thomas J. Pavlik  
CITY CLERK

**EXHIBIT A**  
**ORIGINAL AGREEMENT**

**EXHIBIT B**  
**LETTER AGREEMENT**

**THE CITY OF BERWYN**  
COOK COUNTY, ILLINOIS

**ORDINANCE**  
NUMBER 14-25

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND AUTHORIZING AND APPROVING A CERTAIN REDEVELOPMENT AGREEMENT WITH BERWYN GATEWAY PARTNERS II LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS**

**Robert J. Lovero, Mayor**  
**Thomas J. Pavlik, City Clerk**

**Nona Chapman**  
**Jeffrey Boyajian**  
**Margaret Paul**  
**Robert Fejt**  
**Cesar Santoy**  
**Theodore Polashek**  
**Rafael Avila**  
**Nora Laureto**  
**Aldermen**

Published in pamphlet form by authority of the Mayor and City Clerk of the City of Berwyn on September 10, 2014.

**ORDINANCE No. 14-25**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF BERWYN, ILLINOIS AND AUTHORIZING AND APPROVING A CERTAIN REDEVELOPMENT AGREEMENT WITH BERWYN GATEWAY PARTNERS II LLC FOR THE CITY OF BERWYN, STATE OF ILLINOIS**

**WHEREAS**, the City of Berwyn (the “City”) is a home rule unit of local government as is provided by Article VII, Section 6(a) of the Illinois Constitution (1970) and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

**WHEREAS**, the City is the owner of that certain real property commonly known as 2136 Wisconsin Avenue, the alley right of way between Wisconsin Avenue and Maple Avenue and the parking lot located north of said alley (collectively, the “City Property”); and

**WHEREAS**, the City Property has not been contributing, in a manner comparable to surrounding improved properties, to the City’s real property tax base or generating sales tax revenue for the City; and

**WHEREAS**, there exists a certain redevelopment agreement (the “Agreement”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which the City will convey the City Property to Berwyn Gateway Partners II LLC (the “Developer”) and the Developer will carry out the Redevelopment Project (as defined below); and

**WHEREAS**, in addition to acquiring the City Property, the Developer intends to acquire certain real estate located adjacent to the City Property (the “Adjacent Property” and with the City Property, the “Property”) and thereafter redevelop the Property and by, among other things, constructing a commercial retail/restaurant development, including a commercial bank, landscaping,

off-street parking and the certain infrastructure improvements for sale and/or lease as further described in the Agreement (collectively, the “Redevelopment Project”); and

**WHEREAS**, to stimulate and induce redevelopment pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, (the “TIF Act”), and to encourage municipal revitalization, after giving all notices and conducting all public hearings required by law, the City has approved a redevelopment project and plan (collectively, the “Redevelopment Plan”); designated a Redevelopment Project Area (as hereinafter defined); and adopted tax increment financing (“TIF”) for the Redevelopment Project Area (collectively, the “TIF Ordinances”); and

**WHEREAS**, in accordance with the Redevelopment Plan, the City previously established a tax increment redevelopment district (the “Redevelopment Project Area”) that encompasses the Property; and

**WHEREAS**, pursuant to the TIF Ordinances, the Redevelopment Plan and the TIF Act, the Developer may be eligible to receive TIF funds for certain redevelopment project costs incurred in connection with the Redevelopment Project; and

**WHEREAS**, the Agreement also sets forth the terms under which the City may elect to provide economic assistance to the Developer by reimbursing the Developer for certain eligible redevelopment project costs incurred in carrying out the Redevelopment Project; and

**WHEREAS**, the Mayor and the City Council (collectively, the “Corporate Authorities”) have determined and do hereby determine that the Redevelopment Project is in the best interests of the City as it will, among other things, aid the City in: (a) eliminating blight factors and characteristics associated with the Redevelopment Project Area; (b) facilitating the redevelopment of the Redevelopment Project Area; (c) improving the environment of the City; (d) increasing economic

activity within the City; (e) promoting and achieving the goals of the Redevelopment Plan; and (f) producing increased tax revenues for the various taxing districts authorized to levy taxes on the Property; and

**WHEREAS**, as required by the TIF Act, the City previously solicited alternate proposals for the conveyance and redevelopment of the City Property; and

**WHEREAS**, based upon the foregoing, the Corporate Authorities have determined that it is in the best interests of City and its residents to convey the City Property to the Developer and to enter into the Agreement to facilitate the Redevelopment Project; and

**WHEREAS**, the Corporate Authorities find that it is necessary for the health, safety, morals and welfare of the public and necessary for conducting City business and the effective administration of government that the City execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

**WHEREAS**, the Mayor is authorized to enter into and the City's legal counsel is authorized to revise agreements for the City making such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel; and

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Berwyn, Cook County, Illinois, by and through its home rule powers, as follows:

*Section 1.* The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

*Section 2.* The City Council hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the City to convey the City Property to the Developer

to facilitate the Redevelopment Project and to execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement.

*Section 3.* The Agreement is hereby approved with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel.

*Section 4.* The City's legal counsel is hereby authorized to negotiate and undertake any and all actions on the part of the City to effectuate the intent of this Ordinance.

*Section 5.* The Mayor is hereby authorized and directed to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the Mayor and the City's legal counsel. The City Council further authorizes the Mayor or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The officers, employees and/or agents of the City are authorized and directed to take all action necessary or reasonably required by the City to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement or the conveyance of the City Property. The City Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

*Section 6.* All prior actions of the City's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

*Section 7.* The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed

inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

*Section 8.* All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

*Section 9.* This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

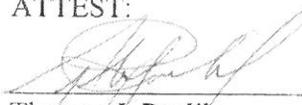
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**ADOPTED** by the City Council of the City of Berwyn, Cook County, Illinois on this 9<sup>th</sup> day of September 2014, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Chapman	✓			
Boyajian	✓			
Paul	✓			
Fejt	✓			
Santoy	✓			
Polashek	✓			
Avila			✓	
Laureto	✓			
(Mayor Lovero)				
<b>TOTAL</b>	7		1	

**APPROVED** this 9<sup>th</sup> day of September 2014.

ATTEST:

  
 Thomas J. Pavlik  
 CITY CLERK



  
 Robert J. Lovero  
 MAYOR

**Permanent Real Estate Tax Index Nos.:**

See Exhibit A hereto

**Street Address:**

2135 Maple Avenue, 2136 Wisconsin Avenue and 7100-7120 West Cermak Road, all of which is located on the North side of Cermak Road, east of Harlem Avenue, City of Berwyn, Cook County, Illinois

**REDEVELOPMENT AGREEMENT  
FOR THE REDEVELOPMENT OF BERWYN GATEWAY PLAZA PHASE II,  
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

THIS REDEVELOPMENT AGREEMENT ("Agreement") is made between the CITY OF BERWYN, an Illinois municipal corporation (hereinafter referred to as the "City") and BERWYN GATEWAY PARTNERS II LLC, an Illinois limited liability company, its successors and/or assigns (hereinafter referred to as "Developer"), and is dated as of SEPTEMBER, 2014.

**WITNESSETH**

City and Developer have agreed to enter into this Agreement as follows:

**REDEVELOPMENT AGREEMENT**

**RE: REDEVELOPMENT AGREEMENT  
FOR THE REDEVELOPMENT OF BERWYN GATEWAY PLAZA II,  
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

**MADE BY AND BETWEEN:**

**CITY OF BERWYN,  
an Illinois municipal corporation**

**AND**

**BERWYN GATEWAY PARTNERS II LLC,  
an Illinois limited liability company**

**LIST OF EXHIBITS**

**Re: REDEVELOPMENT AGREEMENT  
FOR THE REDEVELOPMENT OF BERWYN GATEWAY PLAZA II,  
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

**EXHIBIT A** - TIF Redevelopment Project Area

**EXHIBIT B** - Block 2 Project Area

**EXHIBIT C** - Block 2 Project Area Plan

**EXHIBIT D** - Project Schedule

**EXHIBIT E** - TIF Design Standards

**EXHIBIT F** – Form Deed

**REDEVELOPMENT AGREEMENT  
FOR THE REDEVELOPMENT OF BERWYN GATEWAY PLAZA II,  
CITY OF BERWYN, COOK COUNTY, ILLINOIS**

THIS AGREEMENT is made between the CITY OF BERWYN, an Illinois municipal corporation (hereinafter referred to as the "City") and BERWYN GATEWAY PARTNERS II LLC, an Illinois limited liability company, its successors and/or assigns (hereinafter referred to as "Developer"), and is dated as of SEPTEMBER 9, 2014 (the "Effective Date").

**RECITALS**

The City is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.

The City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of and eradicate blight, to encourage private development in order to enhance the local tax base, to increase employment and to enter into agreements with third parties for the purpose of achieving the aforementioned goals.

The City specifically has the authority under the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) as amended (the "Act") to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

In accordance with the Act, and after giving all notices and conducting all public hearings required by law, the City adopted Ordinance No. 11-26 approving a proposed redevelopment plan and project as set forth in that certain [*"Tax Increment Redevelopment Plan and Project, City of Berwyn, Illinois"*] ("TIF Ordinance"); which TIF Ordinance contains a plan ("TIF Plan") for the redevelopment of certain land within the City located along Cermak Road, east of Harlem Avenue, as depicted in Exhibit A hereto ("TIF Redevelopment Area").

In accordance with the Act, the City adopted ordinances (i) by which the TIF Redevelopment Area was designated a "redevelopment project area" (as that term is defined by the Act) and (ii) by which tax increment financing was adopted for purposes of implementing the TIF Plan for the TIF Redevelopment Area ("TIF"). The Developer represents and the City hereby acknowledges that, without an economic incentive of the TIF, it is unlikely that any of the property located within the TIF Redevelopment Project Area would be redeveloped.

As part of the TIF and pursuant to one or more ordinances adopted by the City, the City intends to issue and sell Tax Increment Revenue Bonds and provide public project financing in the amount of \$2,212,000.00, secured by the incremental revenues from the Project, as set forth herein, to provide the incentives to Developer to complete the acquisition and redevelopment of the portion of the TIF Redevelopment Area depicted and legally described in **Exhibit B** hereto as the "Block 2 Project Area" (The public financing component is hereinafter sometimes referred to

the “Incentive”).

The Block 2 Project Area is located on the north side of Cermak Road, between Maple and Wisconsin Avenues and specifically comprised of certain separately owned parcels of real estate as follows: (i) 7100 W. Cermak Road (16-19-325 and 033) (“7100 Cermak”); (ii) 7104-7108 W. Cermak Road (16-19-325-029 and 030) (“7104-08 Cermak”); (iii) 7112 W. Cermak Road (16-19-325-025, 26, 27 and 28) (“5/3rd Bank Parcel”); (iv) 7120 W. Cermak Road (16-19-325-023 and 024) (“7120 Cermak”); (v) 2136 Wisconsin Avenue (16-19-325-022) (“2136 Wisconsin”); (vi) 2135 Maple Avenue (16-19-325-011) (“2135 Maple Avenue”); (vii) Alley Right of Way between Maple and Wisconsin (“Alley ROW”) and (viii) Parking Lot located north of the Alley ROW and which is currently subject to a long term ground lease (“East Parking Lot Lease”) with Berwyn Gateway Partners LLC (16-19-324-047 Lot G) (“East Parking Lot”).

As of the date hereof, the City owns the Alley ROW, the East Parking Lot and 2136 Wisconsin.

As of the date hereof, the Developer owns 2135 Maple and has entered into a binding contract for the acquisition of 7100 Cermak. Developer shall use its best efforts to place the 5/3rd Bank Parcel, 7120 Cermak, and 7104-08 Cermak under binding purchase and sale contracts for respective purchase price amounts designated between City and Developer (each a “Designated Purchase Price”). In the event that, after reasonable good faith best efforts, the Developer is unable to place all of the 5/3<sup>rd</sup> Bank Parcel, 7104-08 Cermak or 7120 Cermak under contract at the applicable Designated Purchase Price, then the City shall have the option of terminating this Agreement and thereafter using its eminent domain powers to complete the property assemblage herein contemplated. All of the portions of the Block 2 Project Area which are, at any time after the Effective Date hereof, owned by or under contract with (i) the City, and including the East Parking Lot, are hereinafter referred to as the “City Parcels” and (ii) the Developer are hereinafter referred to as the “Developer Parcels”.

At such time as the City has obtained funding of the Incentive funds, and Developer has satisfied all the applicable conditions precedent to such a contemplated transfer and all of the Block 2 Project Area is either owned or subject to contract with either the Developer or the City, all of the Block 2 Project Area shall be conveyed to or acquired by Developer upon the Developer satisfying certain conditions precedent (as set herein).

Developer has agreed to file and timely pursue the approval of and application for all applicable governmental and quasi-governmental approvals (as applicable) for the redevelopment of the Block 2 Project Area. The City agrees (as necessary and at no additional cost to it) to consent to the Developer filing all required applications for the aforementioned approvals.

The acquisition and rehabilitation of the Block 2 Project Area includes the construction of a commercial retail/restaurant development, including a commercial bank, landscaping, off-street parking and the improvements contemplated to be completed, sold and/or leased pursuant to the Final Block 2 Project Area Plan (as hereinafter defined), and in accordance with the

Project Schedule (as defined below); which acquisition and rehabilitation is hereinafter referred as the “Project”.

Each of the City and Developer intends to complete each of its obligations hereunder, including acquisition of the Block 2 Project Area, the redevelopment of the Block 2 Project Area in accordance with the Block 2 Project Area Plan.

The City is desirous of having the Block 2 Project Area rehabilitated, developed and redeveloped in accordance with the provisions of the TIF Plan and TIF Ordinance in order to serve the needs of the City, arrest physical decay and decline in the Block 2 Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the City and, in furtherance thereof, the City is willing to provide the Incentive and certain other incentives under the terms and conditions hereinafter set forth to assist such development, without which incentives the redevelopment and rehabilitation of the Block 2 Project Area would not occur.

In accordance with the applicable provisions of the Open Meetings Act (5 ILCS 120/1, *et seq.*) the City has adopted Ordinance No. 14-25, dated SEPTEMBER 9, 2014, approving and authorizing the execution and delivery of this Agreement and designating Developer as the exclusive developer of the Block 2 Project Area.

The parties hereunder have agreed to undertake the Project in certain progressive Project Phases (defined below), such that Developer shall deliver the Block 2 Project Area no later than Developer Completion Date set forth herein.

For purposes hereof, all obligations and undertakings of the City and Developer, respectively, shall be hereinafter individually referred to as the “City Obligations” and the “Developer Obligations”, respectively.

ACCORDINGLY, for and in consideration of the foregoing Recitals (as defined below) and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS: The representations, covenants and recitations set forth in the foregoing “Recitals” are material to this Agreement and are hereby incorporated into and made a part of this Agreement as agreements of the parties hereto, and this Agreement shall be construed in accordance therewith.
2. PROJECT: As a part of the Project described above, Developer, as provided herein, shall: (a) complete storm water detention and other surface and subsurface improvements located on the Block 2 Project Area (collectively, the “On-Site Improvements”) and surface and subsurface improvements located outside the Block 2 Project Area, including without limitation, construction of cul-de-sacs at Maple and Wisconsin Avenues at the intersection with the respective commercial alleys (if required by the City), improvements to and relocations, extensions and appropriate sizing of utility services to the boundaries of the Block 2 Project Area and all other public improvements, traffic control devices, public walkways and roadway

improvements, including a code compliant left turn lane from Cermak Road into the Block 2 Project Area (to be constructed as a continuing obligation of the phase I development by Berwyn Gateway Partners LLC and the cost of which shall be excluded from the Pro Forma for calculation of the Project Cost), as approved by the City ("Off-Site/Public Improvements"); (b) complete demolition of all other structures and improvements located within the Block 2 Project Area to a depth of 10 feet below grade (or such depth as Developer shall require for the completion of the Project and correction of unsuitable or unstable soil conditions within the Block 2 Project Area ("Demolition Work")); and (c) remediate any environmental conditions or other hazards existing with respect to the Block 2 Project Area which are reasonably unacceptable to Developer, any financing source or committed tenant of the Project ("Remediation Work"). All reasonable costs incurred by the Developer in completing the On-Site Improvements, Off-Site/Public Improvements, the Demolition Work and the Remediation Work related to the phase II development (collectively, the "Project Work") shall be added as Developer expense in the Pro Forma (defined below) for the calculation of the Project Cost (defined below). Expenses for the Project shall be supported by existing commercially reasonable documentation, including estimates, invoices, lien waivers and paid pay orders as shall be reasonably required by City in connection with and as related to the City's expenditure of the Incentive.

3. DEVELOPER REPRESENTATIONS AND WARRANTIES: Developer hereby represents and warrants, to and for the benefit of the City, the following:

3.01 Existence/Authority. Developer is a limited liability company, duly organized and validly existing under the laws of the State of Illinois, fully qualified to do business in the State of Illinois, with power and authority to enter into this Agreement.

3.02 Authority/Conflict/Litigation. (i) Developer has the right and power and is authorized to enter into, execute, deliver and perform this Agreement; (ii) the execution, delivery and performance by Developer of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Developer's organizational documents, or any instrument or document to which Developer is now a party or by which it is bound; (iii) there are no actions at law or similar proceedings which are pending or, to Developer's knowledge, threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement; (iv) Developer has obtained or shall obtain all government permits, certificates, consents and franchises necessary to continue to conduct its business and to own or sell, lease and operate its properties as now owned, sold or leased by it; (v) the person executing this Agreement on behalf of the Developer has the authority to bind the Developer; and (vi) the Developer has the financial and experiential wherewithal to undertake and complete the Project.

4. DEVELOPER OBLIGATIONS, COVENANTS AND AGREEMENTS: Subject to the terms and provisions of this Agreement, Developer shall have the following obligations with respect to the Project:

4.01 Initial Commitment. Developer has heretofore acquired and/or placed under

contract, secured by Developer funds and earnest money thereunder, the parcels currently comprising the Developer Parcels, which is deemed by the City as reasonable and satisfactory evidence of Developer's commitment to the redevelopment of the Block 2 Project Area and performance under this Redevelopment Agreement.

4.02 Phased Development; Project Schedule.

A. Phased Development; Project Schedule. The Parties agree and acknowledge that the Project set forth herein is comprised of four (4) Project Phases to be completed in the following order and the successful completion, as determined by the City in its reasonable discretion, of the preceding Project Phase (defined below) shall be an express condition precedent for the Developer to commence the succeeding phase of the Project: (1) pre-leasing and financing; (2) entitlements/government approvals; (3) acquisition/conveyance of the Block 2 Project Area; and (4) construction of the Project and On- and Off-Site Improvements (collectively, the "Project Phases" and individually a "Phase" or "Project Phase"). In addition, the Developer shall complete the Project in accordance with the schedule agreed to by the parties (the "Project Schedule"), attached hereto and made part hereof as **Exhibit D**, and the parties agree that the Developer's compliance with the Project Phases and the Project Schedule are material obligations of the Developer. In the event that the City determines that the Developer has not successfully completed a Phase, in the City's reasonable discretion and after the expiration of all extensions, grace periods and rights or cure, the City shall have the right to declare the Developer to be in Default under this Agreement and the City shall have the rights and remedies set forth in Section 8.05 hereof.

B. Extension. Provided that Developer has acted in good faith and exercised reasonable diligence supported with specifically articulated facts and evidence of Developer's diligence, the City shall grant Developer one (1) extension for sixty (60) days upon the Developer's written request, provided that the written request is made to the City prior to the expiration of the applicable Phase. The Developer agrees to inform the City of its intent to seek an extension of the applicable Project Phase when it becomes reasonably apparent that the Developer will request the extension, and use its best efforts to notify in no event later than five (5) days prior to the deadline for the applicable Phase. For any additional extension requests, the City may extend or enlarge the time for the satisfaction of a Phase set forth on the Project Schedule, provided Developer submits the following to the City at least five (5) days prior to the expiration of the then current Phase: (i) a letter agreement executed by the parties agreeing to the extension and establishing a mutually agreed upon extended delivery date for the applicable Phase; and (ii) unless otherwise expressly waived by the City in writing, a certified check executed by the Developer made payable to the City in an amount of Twenty Thousand and No/100 US Dollars (\$20,000.00) as an extension payment, which amount shall be included in the calculation of the Project Cost but shall be forfeited by the Developer in the event that this Agreement is terminated as a result of Developer's Default prior to the City's issuance of the Certificate of Completion (as hereinafter defined). The City agrees, in good faith, to grant the Developer a reasonable extension for the satisfaction of applicable Project Phases for which the Developer needs third party approval, provided

that Developer has acted in good faith and exercised reasonable diligence in obtaining the approval, which shall be supported by specifically articulated facts and evidence of Developer's diligence. The City shall reject all extension requests made by the Developer that are not supported by evidence that the Developer took all reasonable steps to secure the third party approvals within a reasonable time prior to a Phase deadline set forth in the Project Schedule and/or used its best efforts to comply with the Project Schedule. No request for extensions shall be withheld for delays which are Permitted Delays (as defined below) or if caused by or reasonably attributable to the City, its agents, employees and/or contractors, all such extensions being without fee, cost or expense to Developer.

4.03 Phase 1: Project Area Plan/Leasing Plan/Leases/Project Financing.

A. Block 2 Project Area Plan. Within thirty (30) days after the Effective Date, Developer shall submit to the City a plan for the Project, which includes: (i) the Block 2 Project Area Plan (which shall be supplemented as part of Phase 2 below in connection with the Final Block 2 Project Area Plan); and (ii) a preliminary budget ("Preliminary Project Budget") setting forth estimated items of cost ("Project Costs") and all revenue with respect to the Project ("Pro Forma"; which Pro Forma may be revised from time to time as new items of cost and revenue, as applicable, are discerned). The parties acknowledge and agree that the Block 2 Project Area Plan will be supplemented with a landscaping plan, an elevation survey, a site plan drawn to scale, a parking plan, a general overview of the design and construction standards for the Project. If supplemented or modified and approved by the City then the current version becomes the controlling plan.

B. Leasing Plan. Within thirty (30) days after the Effective Date, Developer has heretofore submitted to the City a leasing/sale plan for the Project, which specifically lists retailers or retailer types and uses reasonably acceptable to the Berwyn Development Corporation (the "BDC") and the City ("Leasing/Sale Plan"). The City has reviewed and approved the Leasing/Sale Plan. Developer shall keep the Leasing/Sale Plan updated to the extent changes to the plan occur, and the BDC and the City shall have the right to review, comment upon and approve any proposed changes to the existing Leasing/Sale Plan within fifteen (15) days after receipt of the same. Changes shall be deemed acceptable if not rejected within such fifteen (15) day period.

C. Leases/Sale Contracts. Developer shall, within sixty (60) days after the later to occur of (i) the Effective Date of this Agreement and (ii) the date of the receipt by Developer of the City Acquisition Notice (as defined below), subject to extensions as provided in this Agreement, deliver and submit to the City fully enforceable and binding leases for approximately 7,500 square feet of retail space in conformity with the Leasing/Sale Plan for the Block 2 Project Area (the "Pre-Leasing/Sale Requirement"). Excluding any lease with 5/3<sup>rd</sup> Bank, the leases provided shall comprise no less than fifty percent (50%) of the leasable square footage of the Leasing/Sale Plan. The Parties agree and acknowledge that the Developer shall use its best efforts to lease and or sell the remainder of the Block 2 Project Area not included in the Pre-Leasing/Sale Requirement

and the proposed commercial bank use to tenants and/or owners engaged in businesses that generate sales taxes and are governed by the Illinois Retailers' Occupation Tax Act, Service Occupation Tax Act, the Service Use Tax Act (if applicable) and the Use Tax Act (if applicable). The City shall have the right to approve or reject such additional tenants submitted by the Developer (in its reasonable discretion) with such approval or rejection being made by the City in writing to the Developer no later than twenty (20) Business Days (defined below) after the receipt of the leases. Failure of the City to reject the tenants within the twenty (20) Business Day review period shall be equivalent to the City approving the tenants.

Developer shall include in all leases for retail tenants that the tenant must fixture, equip and open for business for one (1) day or said tenant will be in breach of its lease. Developer shall include in all such leases a provision that lessees shall file with the Developer/lessor and the City the Illinois Department of Revenue ST-1 monthly sales tax forms, or any substitute or companion forms regarding the same or similar sales information acceptable to the City in its reasonable discretion, which are filed by such tenant with the State of Illinois, subject to Developer's best efforts with regard to such inclusion and agreement by Developer/lessor and the City to take reasonable steps to keep such information confidential. Developer shall also include a provision in such leases requiring tenants to adhere to design standards for businesses operating in a Berwyn Tax Increment Financing District, as set forth in **Exhibit E** hereto ("TIF Design Standards").

D. Financing/Equity. Developer, within sixty (60) days after the later of (i) the Effective Date of this Agreement and (ii) the date of the receipt by Developer of the City Acquisition Notice, shall deliver and submit to the City in writing a financing plan, bolstered by one or more letters of interest from qualified financial institutions, for financing, in a form acceptable to the City in its reasonable discretion identifying sources and amounts of financing for the payment of the Project Costs which are the responsibility of the Developer ("Financing Plan"). The City shall review and approve or reject the Financing Plan no later than ten (10) business days after submission of the Financing Plan, stating specific reasons why the rejection was made, if applicable. Failure of the City to reject the Financing Plan within the ten (10) business day review period shall be deemed accepted. Amounts not covered by the Financing Plan shall be a part of the Developer's equity in the Project. Developer equity in the project shall be minimally fifteen percent (15%). Developer shall submit the equity plan for the Project which demonstrates that funds are readily available, dedicated and reserved for the Project. The purpose of the Financing Plan is to establish and evidence to the City that the Developer has sufficient sources of funding available to it to enable the Developer to acquire, construct, develop and complete the Project. Developer, within thirty (30) days after the City's approval of the Financing Plan, shall deliver and submit to the City commitment letters evidencing financing for one hundred percent (100%) of the Project Costs. Developer shall notify the City of any intention to amend the Financing Plan. Any amendment or change to the Financing Plan will be minimally the equivalent of the original plan in its ability to finance the non-equity components of the acquisition, construction and Completion (defined below) of the Project and shall be approved in

writing by the City.

The City agrees to consider in good faith the Project's Leasing/Sale Plan, the Pre-Leasing/Sale Requirement to include individual leases, the Financing Plan, the Pro Forma and/or the revised Pro Forma, the Land Plan, and the Architectural Plan. In the event the City rejects or requests modifications or comments to the Leasing/Sale Plan, the Pre-Leasing/Sale Requirement, the Financing Plan, the Pro Forma and/or the revised Pro Forma, the Land Plan, or Architectural Plan, the Developer shall have the right to modify and resubmit a revised version of the same to the City within thirty (30) days or the parties can elect to terminate this Agreement. Any rejection, request for modifications or comments shall provide specific reasons for the same in sufficient detail to permit Developer to reasonably respond to and correct the same. In the event the Developer submits a revised Leasing Plan, the Initial Leasing Requirement, the Financing Plan, the Pro Forma and/or the revised Pro Forma, Land Plan, or Architectural Plan, the City shall review and accept or reject the same with ten (10) days. If the revised Leasing/Sale Plan, the Pre-Leasing/Sale Requirement, the Financing Plan, the Pro Forma and/or the revised Pro Forma, Land Plan, or Architectural Plan is not accepted by the City, this Agreement may be terminated by the City or Developer.

4.04 Phases 2, 3 and 4: Governmental Approvals/Acquisition/Construction of the Project. Developer covenants to construct the On-Site Improvements with regard to the Project and other aspects of the Project as follows:

A. Phase 2: Project Approvals. From and after the date upon which the City and Developer shall have sufficient color of title and right to apply for entitlement of the Block 2 Project Area and upon City's affirmation of its obligations to reimburse set forth in Section 8.07 hereof, Developer, at its sole cost and expense, shall apply for, commence and prosecute all necessary applications for governmental and quasi-governmental approvals for the Project (including, without limitation, those for site plan approval, land use controls and infrastructure improvements) in accordance with the Block 2 Project Area Plan ("Project Approvals") in similar form to the documents submitted. Upon receipt of all such Project Approvals, the plans and specifications upon which such approvals are granted, which shall be in substantial compliance with the Block 2 Project Area Plan, shall be the "Final Block 2 Project Area Plan". The Final Block 2 Project Area Plan shall contain a landscaping plan, an elevation plan, a site plan for the Block 2 Project Area drawn to scale, the architectural specifications of the Project, a parking plan and a depiction of proposed development for the Block 2 Project Area. In the event the City is required to consent to applications for any Project Approvals, the City agrees to provide such consent, in accordance with the laws of the City, provided that neither the City nor the BDC shall bear any costs for any consent so provided. The City's consent to the Project Approvals shall not be read as an obligation or a guarantee of approval of the same. Notwithstanding the foregoing, the City shall not consent to any application for any Project Approval that fails to meet the TIF Design Standards. Developer shall apply for all Project Approvals as soon as possible, but in no event later than sixty (60) days after the later of (i) the Effective Date and (ii) the date of the receipt by Developer of the City Acquisition Notice, subject to the extension as set forth in this Agreement. All

Project Approvals shall be fully completed upon submission and completed to the best of the Developer's ability to satisfy Phase 2. In the event Developer, despite its best efforts and not seeking changes to the Block 2 Project Area Plan approved by the City and/or the BDC, does not obtain the Governmental Approvals, Developer may terminate this Agreement. The remaining unleased square footage in the Project, beyond the Pre-Leasing/Sale Requirement shall be valued at the eightieth (80<sup>th</sup>) percentile of submitted leases/sale contracts. Completion of Phase 2 shall expire no later than sixty (60) days after the later to occur of (i) the Effective Date and (ii) the date of the receipt by Developer of the City Acquisition Notice, which date may be extended as set forth herein or as mutually agreed to by the parties.

B. Phase 3: Acquisition/Developer Acquisition Contribution. Provided that all of the Block 2 Project Area has been acquired by the Developer or, to the extent not acquired, the remaining parcels thereof are subject to binding closing escrow instructions, with all Developer funds being expended and subject only to City funding, the City has the Incentive available and on deposit solely for the reimbursement of Developer for acquisition and other eligible costs of the Project and the Developer has sufficient proceeds available on deposit or through applicable financing ("Developer Acquisition Contribution"), the City shall fund the Incentive and convey the City Parcels to the Developer concurrently with the acquisition of such remaining parcels (if any) comprising the Block 2 Project Area ("Closing"). The cost of acquisition of the Block 2 Project Area, other than the Alley ROW, East Parking Lot and 2136 Wisconsin (which are being contributed as a part of the Redevelopment Incentive (as defined in Section 6.02 below), is anticipated to equal approximately \$4,102,000 (plus closing costs, fees and expenses), which amount shall be partially funded at the Closing from the Incentive funds of \$2,212,000. The Developer shall fund the remaining portion of the cost of acquisition of the Block 2 Project Area.

C. Phase 4: Covenant to Redevelop, Commence and Complete. For purposes herein, the term "Completion" shall mean and require that, subsequent to Developer's acquisition of the Block 2 Project Area, Developer shall construct, or cause the construction of, each aspect of the Project for which it is responsible in substantial accord with the Final Block 2 Project Area Plan at the sole cost and expense of the Developer, credited to Developer in the Pro Forma, and within the time periods specified in the Project Schedule, unless extended as provided in this Agreement, and in full compliance with all applicable laws, rules, regulations and ordinances, subject to (i) the issuance of permits, licenses and approvals for which timely application is made, and (ii) matters beyond the reasonable control of the Developer that materially affect the Completion of Developer's Obligations, including, without limitation, circumstances caused by tenant default and blackout periods, catastrophic weather conditions, proven material shortages which do not have like kind and quality replacements, local labor strikes, local terrorist threats or attacks, local acts of war and/or local civil unrest, acts of God and the like which shall provide the Developer a day for day extension of the applicable deliverable deadline equal to and not exceeding the period of the uncontrollable circumstance (collectively, the "Permitted Delays"). Developer shall achieve Completion of the Project minus tenant improvements as outlined in submitted leases within eighteen (18)

months after the Closing Date, unless extended as provided in this Agreement (“Developer Completion Date”). Developer shall notify the City within five (5) days of the Developer becoming aware that an extension due to a Permitted Delay is likely or forthcoming. All extensions must be agreed to and granted by the City in its reasonable discretion and in accordance with this Agreement.

4.05 Payment of Charges/City Payment. Developer shall pay when due, or if not known to be due, then within a reasonable time thereafter, all Charges (hereinafter defined) arising or incurred from and after the date hereof with respect to the Project. In the event, at any time or times after the Effective Date and prior to Completion, Developer shall fail to pay, bond or insure over the Charges, Developer shall so advise the City thereof in writing, and the City may, without waiving or releasing any obligation or liability of Developer under this Agreement, in its sole discretion, make such payment, or any part thereof, obtain a discharge, bond or insure over, or take any other action with respect thereto which the City deems reasonably advisable or permissible, including, without limitation, no action if not due during the period of any protest period properly invoked by Developer. All sums so paid by the City and any expenses, including reasonable attorneys’ fees, court costs, expenses and other charges relating thereto, shall be payable by Developer to the City within thirty (30) days after written request supported by invoices. As used herein the term “Charges” shall mean all national, federal, state, county, City, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances or non-governmental claims or liens upon and/or relating to the Project which affect any interest of the City in the Block 2 Project Area or Project, and which are not otherwise the obligation of the City.

4.06 Compliance With Laws. All portions of the Project to be constructed and completed by Developer or at the Developer’s direction shall be constructed and completed in accordance with the requirements of this Agreement and shall be in material conformity with all applicable laws, statutes, ordinances, rules, regulations, codes and executive orders. Developer shall be governed by and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and TIF Design Standards applicable to the Project as may be in effect from time to time. All improvements shall be constructed and completed in conformity with the TIF Design Standards.

4.07 Developer Meetings and Cooperation.

A. The Developer agrees to meet with and advise representatives of the City and the BDC as to the status of the Project, at times mutually agreeable to the parties, so long as any such meetings are conducted in accordance with all applicable laws of the State of Illinois and the ordinances of the City. In addition to and not a limitation upon the foregoing, the Developer agrees to respond within three (3) days to requests for information it receives from the City (which may be made telephonically, electronically or by those means specifically set forth in this Agreement).

B. The Developer hereby designates Timothy B. Hague as the representative of the Developer, with full power and authority to meet with the designated

representatives of the City and the BDC for the purpose of carrying out the provisions of this Agreement.

C. The Developer agrees to reasonably cooperate with the City in connection with the completion of the City Obligations, and, if requested by the City, Developer will contract for the construction and completion of the City Improvements and other City Obligations, as applicable, on customary terms and conditions at the City's sole cost and expense.

4.08 Restrictions/Additional Covenants. Developer agrees that with respect to the construction and operation of the Project, neither Developer nor any agents or employees of the Developer shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, disability or sexual orientation in the sale, lease or rental, or in the use or occupancy of the Block 2 Project Area or any improvements located or to be erected thereon, or any part thereof.

4.09 Indemnity. Except with respect to matters that arise out of the existing condition of the City Parcels or the willful misconduct or negligence of the City, its agents, contractors and/or employees, Developer hereby agrees to indemnify, protect, defend and hold the City harmless from and against any costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered and incurred by the City arising from or in connection with: (i) willful or negligent acts or omissions of the Developer, its agents, representatives, contractors and/or employees; or (ii) material misrepresentations or omissions in this Agreement; or (iii) the failure of Developer to cure or otherwise correct any material misrepresentations or omissions in this Agreement or any other agreement relating hereto; (iv) any violation that occurred during or after the time Developer owns and/or controls, as applicable, the Block 2 Project Area, to the extent resulting from the acts of Developer and/or Developer's agents, representatives, contractors or employees, of any applicable statute, law, code, rule or regulation for the protection of the environment ("Environmental Violation"), which occurs or is alleged to occur upon the Block 2 Project Area or in connection with the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of Environmental Violation; provided that to the extent that the City is strictly liable or alleged to be strictly liable in respect to the Block 2 Project Area under any such environmental statute as a result of the Environmental Violation, Developer's obligation to the City under this indemnity shall likewise be without regard to fault on the part of Developer, who will also indemnify the City with respect to any Environmental Violation which results in liability to the City. The indemnity in subsection (iv) shall not apply to any act or omission resulting in the Environmental Violation which arises from the City's own negligence. For purposes of protection and indemnity in this Section of this Agreement, City shall mean, the City, its Mayor, Clerk, Aldermen, the BDC, its Executive Director, and the experts, attorneys, agents, contractors and/or employees of the City and the BDC.

5. CITY REPRESENTATIONS AND WARRANTIES: The City hereby represents to and for the benefit of Developer, as follows:

5.01 Existence/Authority. The City is a municipal corporation under the laws of the State of Illinois with power and authority to enter into this Agreement and to consummate the

transactions contemplated hereby, including, without limitation the ability to provide the public project financing as set forth herein.

5.02 Conflict. The execution of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach of, or constitute a Default under, any agreement, contract, lease, mortgage, indenture, deed of trust or other instrument to which the City is a party.

5.03 Litigation/Proceedings. There are no actions, suits or proceedings pending, or, to the knowledge of the City, threatened against or affecting the City, at law or in equity, or before any governmental authority, which, if adversely determined, would impair the City's ability to perform its obligations under this Agreement.

5.04 City Action. All actions of the City required to be taken to authorize execution of this Agreement have been validly and duly taken in accordance with the law and the officers of the City signing this Agreement have been duly authorized to execute this Agreement on behalf of the City.

6. CITY OBLIGATIONS, COVENANTS AND AGREEMENTS: Subject to the terms and provisions of this Agreement, the City shall have the following obligations with respect to the Project:

6.01 Acquisition and Conveyance. The City currently owns good and marketable fee simple title to the Alley ROW, the East Parking Lot and 2136 Wisconsin (the "City Parcels"). The City shall provide written notification to Developer at such time as a the City is in a position to convey (or cause the conveyance of) good and marketable fee simple title to the City Parcels to the Developer ("City Acquisition Notice") and shall convey (or cause the conveyance of) the City Parcels to Developer as provided herein on or prior to that date which is thirty (30) days after satisfaction of Project Phases 1, 2 and any conditions precedent to such acquisition provided in Phase 3 of this Agreement (the "Closing Date"). In the event Project Phases 1, 2 and any conditions precedent to such acquisition provided in Phase 3 of this Agreement have not been materially satisfied and the City has fulfilled each of its obligations hereunder, including delivery of the City Acquisition Notice, and the City elects not to extend, then the City shall have the right to terminate this Agreement without further obligation or liability. In the event the City is unable to deliver the City Acquisition Notice and cannot convey the City Parcels to the Developer on the Closing Date, Developer shall have the right to terminate this Agreement with no recourse against the City.

The City shall provide the Developer with preliminary title reports for the City Parcels and any existing studies or other reports in its possession or control relating to the City Parcels on or prior to the later of (i) one hundred twenty (120) days after the Effective Date and thirty (30) days after delivery of the City Acquisition Notice.

A. Conditions and Agreement for Conveyance. The parties agree that the following shall be conditions and requirements relating to the conveyance and sale by the

City and acceptance and purchase by Developer of City Parcels:

(i) Physical Condition: The City is conveying the City Parcels portion of the Block 2 Project Area to the Developer and the Developer is accepting the same from the City in an “AS-IS, WHERE-IS; WITH ALL FAULTS” condition with the City providing the Developer no representations or warranties regarding the physical condition of the City Parcels except as specifically and explicitly set forth herein.

(ii) Escrow, Closing and Permitted Exceptions: The conveyance of the City Parcels shall be consummated through a “New York Style” deed and money escrow (“Deed and Money Escrow”) with Chicago Title and Trust Company (“Escrowee”), on the following terms and conditions and such additional terms and conditions as agreed to between the City and Developer in the instructions for the Deed and Money Escrow (“Escrow Instructions”).

(iii) For a period of ninety (90) days after the date upon which the City shall have sufficient right of entry upon the City Parcels, or such later date as mutually agreed to pursuant to the terms in this Agreement (the “Due Diligence Period”), Developer and its agents and representatives shall be entitled to conduct an inspection as to the property located within the City Parcels, which will include, but shall not be limited to, the rights to enter on the property to perform inspections and tests. If Developer, in its reasonable discretion, determines that the results of any inspection, test, or examination do not meet Developer’s criteria for the purchase, financing, redevelopment or operation of the City Parcels, or that such inspections and/or tests will extend beyond the Due Diligence Period, then Developer shall notify the City that it requests an extension of the Due Diligence Period in accordance with the terms of this Agreement. If the City refused to grant the extension, then Developer may terminate this Agreement with no recourse by dispatching written notice to the City, which notice shall be given not later than the last day of the Due Diligence Period. In the event Developer fails to so notify the City prior to the expiration of the Due Diligence Period, Developer’s right to terminate this Agreement pursuant to this section shall be waived and become null and void. The Developer may freely waive its rights under this section of this Agreement or shorten the Due Diligence Period in its sole and absolute discretion. Neither Developer, nor any of its agents or representatives, shall damage the City Parcels portion of the Block 2 Project Area or any portion thereof, except for soil borings and testing, which shall not be unduly burdensome to the City, any immaterial damage caused by environmental and other tests undertaken at Developer’s direction, all of which shall promptly be repaired by Developer at Developer’s sole cost and expense. Developer agrees to indemnify, defend, protect and hold harmless the City from any and all claims, demands, actions, lawsuits, damages and costs, including reasonable attorneys’ fees, arising out of any act or omission of Developer or its agents and/or representatives, in connection with Developer’s due diligence review. The foregoing obligation shall survive the Closing and any termination of this

Agreement. To the extent that Developer intends to enter, or have its agents or representatives enter, the City Parcels, Developer agrees to deliver evidence of liability insurance reasonably acceptable to the City and naming the City as an additional insured during the period of any inspection upon real estate owned by the City. Upon the City's receipt of the abovementioned certificate insurance, the Developer shall be permitted to enter the City Parcels when this Agreement is in full force and effect for the sole purpose of effectuating any of the inspections or testing requirements set forth herein, provided, that the insurance and indemnification provisions set forth herein shall be in full force and effect during Developer's entry onto and testing and inspection of the City Parcels.

B. Fee Simple Title. The City shall convey (or cause the conveyance of) good and marketable fee simple title to the City Parcels by recordable special warranty deed or other appropriate instrument mutually acceptable to the parties ("Deed"), free of leasehold, use, license, easement, possessory or ownership interests of such a nature so as to materially affect or disrupt the Developer's intended use of the City Parcels, subject to the following and reserving all public utility easements and other rights so listed on Schedule attached hereto and incorporated herein ("Permitted Exceptions"):

(i) Covenants, restrictions and easements of record reasonably acceptable to Developer and which, in the exclusive, but reasonable opinion of Developer, do not render the City Parcels, or any portion thereof, unsuitable for the purposes of constructing and operating the Project in accordance with the Final Block 2 Project Area Plan (if there are any objectionable conditions, then Developer shall notify the City in writing of the same, which shall be considered and treated hereunder as a "Defect" as provided below); and

(ii) General real estate taxes for the current or future years after the Closing Date; and

(iii) A deed restriction and covenant directing the title to the City Parcels to revert back to the City, as applicable, in the event the Developer fails to proceed with the Project or otherwise Defaults regarding its obligations under this Agreement during the period in which such restrictions are in existence ("Deed Restriction"), which Deed Restriction shall, notwithstanding any other provision hereof, terminate and extinguish at such time as the City shall issue a certificate of occupancy for ninety percent (90%) of the leasable square footage of the Project, and the City shall have the obligation, within thirty (30) days after such event (or other event terminating such Deed Restriction) to execute and deliver to Developer a release of the Deed Restriction in recordable form; and

(iv) A deed restriction providing no portion of the property shall be used for the following as defined by the City of Berwyn Code of Ordinances: (i) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation; or (ii) any type of "flea-market" sales; or (iii) any pool or billiard room; or (iv) any amusement arcade or game center; or (v) any massage parlor,

modeling studio, tanning salon or establishment where men or women are engaged in salacious activities or any type of establishment that would be considered a sexually oriented business by prevailing community standards; or (vi) any business engaged in the rental or sale of pornographic literature or video products; or (vii) barber or beauty shops (including nail salons, but excluding hair and beauty salons which are nationally accredited tenants or franchises); or (viii) tobacco shops; or (ix) pawn shops; or (x) video stores; (xi) or personal and business credit institutions, bond and mortgage companies, mortgage brokers, mortgage bankers, loan companies, loan agents and correspondents, loan brokers, securities and commodities brokers and dealers, insurance carriers, insurance agents and brokers; or (xii) currency exchanges, check cashing agencies, payday loan stores or such similar stores. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Developer shall not construct, market, own, lease or sell space to any use or permit the use or occupancy of any portion of the Project in any manner, whatsoever, which violates any law, statute, regulation, ordinance, order, covenant, restriction or decision of any court of competent jurisdiction, or is dangerous to life or property or creates a public nuisance (the "Use Restriction"):-

C. Title Insurance/Survey. The Developer shall contract for and obtain the following, at the sole cost and expense of the City:

(i) A commitment for an ALTA Owner's Policy of Title Insurance for the City Parcels ("Title Commitment"), issued by Greater Illinois Title Company and underwritten by Chicago Title and Trust Company ("Title Company"), which shall be dated down as of a date not more than thirty (30) days prior to the anticipated date of the delivery and recording of the Deed, with copies of all documents referenced in Schedule B to such Title Commitment. The Title Commitment shall commit to the issuance of a policy insuring fee simple ownership in the City Parcels as of the date of the recording of the Deed, with extended coverage over all general exceptions and with affirmative coverage over exclusions relating to creditors' rights, subject only to the Permitted Exceptions, and containing endorsements as shall be reasonably required by Developer ("Policy"). Notwithstanding the foregoing, the Developer shall be responsible for the costs of all endorsements, other than extended coverage. The Policy shall be in the amount of the aggregate cost of the City Parcels (notwithstanding that Developer may, at its sole cost and expense, include the City Parcels within its title insurance policy for the remainder of the Block 2 Project Area).

The City shall not impose any local transfer tax or fees on the Developer in connection with the acquisition by Developer of all or any portion of the Block 2 Project Area to the extent said transfer tax or fees would be waived pursuant to the City of Berwyn Code of Ordinances if the City were the purchaser of said portion of the Block 2 Project Area. Developer shall bear all costs and charges in connection with the closing escrow and such title insurance Policy and any endorsements, recordation of any security documents for any mortgage financing

it obtains and all costs associated with the establishment and operation of the New York Style Escrow and the cost of recording this Agreement.

(ii) A currently dated survey of the City Parcels, prepared and certified to Developer, the City, the Title Company, Developer's lender and such other parties as may be required by Developer by a registered Illinois land surveyor to the applicable standards promulgated by the American Land Title Association and the American College of Surveying and Mapping, 2005 (the "Survey").

(iii) In the event that any matter arises that is not a Permitted Exception due, in whole or in part, to the act or omission of the Developer, its contractors, materialmen, agents, successors or assigns otherwise or accepted by Developer, it shall be deemed a Defect and then Developer shall, in its reasonable discretion, have the right to (a) terminate this Agreement, (b) agree to extend the date of the acquisition of the City Parcels to permit the City additional time to remove or cause the Title Company to insure over such Defect, or (c) if agreed to by the Parties in writing, accept title to the applicable portion of the City Parcels as it then is, with the right to deduct from the amount of the Developer Acquisition Contribution in such reasonable amount sufficient to discharge the Defect, which may be removed by the payment of a definite and ascertainable sum of money at Closing (the Developer shall notify the City of its intent to exercise its right to deduct the aforesaid amount prior to the Closing).

D. Prorations. Real estate taxes then due and payable and all such other taxes, assessments, liens and charges of whatever nature which are then due and payable or which shall be due and payable at any time in the future and which affect the City Parcels and were incurred at or prior to Closing shall be paid in full and removed as a lien or charge against the City Parcels prior to delivery of the Deed. The City shall extend a credit to Developer as of the date of Closing for all then unpaid general real estate taxes up to and including the date of Closing, calculated on the basis of the last ascertainable tax bill(s) for the City Parcels. The credit shall be subject to re-proration at such time as the actual tax bill(s) is issued for the City Parcels, at which time, the City or Developer, as the case may be, shall pay the amount of the over payment or under payment, as applicable, within thirty (30) days after written demand from the other party. Notwithstanding the foregoing, nothing shall limit the City from seeking real estate tax relief on the properties subject to the re-proration agreement.

E. Closing Documents.

(i) The City shall deliver or cause to be delivered the following documents to the Escrowee at the time of the Closing:

- (a) the Deed;
- (b) an Affidavit of Title;

- (c) a standard form Bill of Sale conveying from the City to Developer title to any personal property, if any, free and clear of all encumbrances;
- (d) all documentation required by Section 1445 of the Internal Revenue Code of 1986, as amended from time to time, including without limitation, an affidavit from the City that it is not a “foreign person” as defined in such Code;
- (e) GAP undertaking; and
- (f) ALTA loan and extended coverage statement, along with utility letters and other items required by the Title Insurer to insure over each of the general exceptions, as contained in the Title Commitment.

(ii) Developer shall deliver to the Escrowee an ALTA loan and extended coverage statement, GAP undertaking and the TIF Incentive, in cleared funds via wire transfer.

(iii) The City and Developer shall jointly deposit with Escrowee City, State and County transfer tax declarations, a mutually agreed upon closing statement, the cancelled East Parking Lot Lease, and all other documents reasonably required to transfer the City Parcels.

F. Environmental Audit. Developer shall contract for an environmental audit of the Block 2 Project Area (the “Environmental Audit”) with a copy thereof delivered and certified to City, Developer and its financing source and any tenant (as indicated by Developer) by the firm preparing the Environmental Audit. Based upon the Environmental Audit and any subsequent audits or studies required to be conducted thereunder, Developer shall establish a budget and schedule for the completion of the Remediation Work. Budgeted costs shall be approved development costs to be included in the revised Pro Forma.

G. Block 2 Project Area Parking Lot Lease. Developer shall cause its affiliate to terminate the East Parking Lot Lease as a condition to the conveyance of the East Parking Lot to Developer, which shall occur on the Closing Date.

6.02 Redevelopment Incentives. In consideration of the undertaking and completing of the Developer Obligations, the City agrees to the following Redevelopment Incentives:

A. Conveyance and Acquisition Incentives. The City shall convey, without cost, the Alley ROW, the East Parking Lot and 2136 Wisconsin, vacate and convey any other easements and rights or way as shall be reasonably necessary to permit the construction, use and operation of the Project in accordance with the Final Block 2

Project Area Plan.

B. Reimbursement of Developer/TIF Incentive and TIF Eligible Expenses. As a condition precedent to Developer's obligation to acquire the Block 2 Project Area and complete Project Phases 3 and 4 above, the City hereby agrees to extend the Incentive, subject to the terms of this Agreement, to Developer and to pay directly or reimburse Developer for eligible costs, fees and expenses of the Project under the Act ("TIF Eligible Expenses") and other identified Project costs as identified on the approved Pro Forma. The Incentive shall be fully funded and available as of the Closing Date provided that Developer has acquired or is prepared to simultaneously close upon the acquisition of all of the Developer Parcels.

6.03 City's Assistance/Zoning and Project Approvals. The City hereby agrees to designate representatives to meet with the designated representatives of the Developer for the purpose of planning and defining the obligations to be undertaken for implementing the construction and completion of the Project and to obtain necessary Project Approvals. The City agrees to consent to the Developer filing an application for all required Project Approvals, including those prosecuted with the Illinois Department of Transportation, Cook County Highway Department, and applicable sanitary, sewerage, water and drainage districts or authorities; provided, however, all such applications shall be made in accordance with all applicable laws, codes and procedures and consistent with prior submitted documentation. The City will assist the Developer in securing and obtaining all necessary Project Approvals, and any other consents, permits, licenses, authorizations and easements reasonably necessary or required for the development and construction of the Project. The Developer shall make all necessary applications to secure land use modifications for the Developer's intended use of the Block 2 Project Area and the City agrees to consent to the same, provided they are consistent with the Block 2 Project Area Plan. As stated above, neither the City nor the BDC shall incur or be responsible for any costs or expenses for any Project Approvals so applied for pursuant to the terms of this Agreement, but such costs and expenses shall be included in the Pro Forma.

6.04 Certificate of Completion. After completion of the construction of the Project in accordance with this Agreement and the execution of leases representing not less than eighty percent (80%) occupancy for the Project, the City shall furnish Developer with a certificate of occupancy or similar appropriate instrument so certifying such Completion ("Certificate of Completion"). The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer, but shall not limit any of the Developer's Obligations not related to the construction of the Project, including, without limitation those related to the indemnification of the City by the Developer. The Certificate of Completion shall be in such form as will enable it to be recorded with the Cook County Recorder's Office. The City shall respond to a written request for a Certificate of Completion within thirty (30) days after the City's receipt thereof, either with the issuance of a Certificate of Completion or with a written statement indicating in adequate detail how Developer has failed to complete the construction in conformity with this Agreement, and what measures or acts will be necessary, in the reasonable opinion of the City, to take or perform in order to obtain the Certificate of Completion. If the City requires such additional measures or acts to assure compliance, a written request for a Certificate of Completion shall be resubmitted

by the Developer to the City upon compliance with the City's response, given as provided above.

6.05 Utility Connections. The City hereby agrees to permit the connection of all water lines, sanitary and storm sewer lines constructed or to be constructed for the Project located within the Block 2 Project Area or City utility lines existing or constructed at and around the perimeter of the Block 2 Project Area, as allowable development costs in the Pro Forma; provided that Developer complies with all requirements of general applicability promulgated by the City and such other applicable taxing body with appropriate jurisdiction for such connections.

6.06 Signs. The City agrees to permit Developer to construct, install and maintain signs in and around the Block 2 Project Area for itself, its lenders and contractors, as applicable provided that the same is completed and approved in accordance with all applicable federal, state and local laws regarding the same, including, without limitation the Codified Ordinances of Berwyn.

6.07 Indemnity. The City shall indemnify and hold harmless the Developer from any and all costs, expenses, cause of action, liabilities or judgments as may result from or arise solely out of the willful or negligent acts of the City, its aldermen, agents, contractors and employees. Without limiting the generality of the foregoing, the parties agree and acknowledge that the City's obligations pursuant to this Section 6.07 shall not extend to matters arising in whole or in part out of the willful or negligent acts of the Developer, its agents, contractors or employees.

6.08 Mortgagees. Subsequent to the Developer's full satisfaction of all aspects of Phase 3 of the Project, as reasonably determined by the City and the BDC, Developer may collaterally assign its rights and interests hereunder to and for the benefit of any lender from time to time providing financing for all or any portion of the Project, with the prior written consent of the City, which shall not be unreasonably withheld, as collateral security for the repayment of such financing. BDC and the City shall be permitted to review and approve all mortgage documents and require reasonable revisions to the same prior to Developer's execution thereof. Notwithstanding any of the provisions of this Agreement, the holder of any mortgage who obtains title to the Block 2 Project Area or any part thereof as a result of foreclosure proceedings, deed in lieu thereof, or otherwise as a result of a realization upon the interests of the Developer serving as collateral security for debt relating to the Project, shall in no way be obligated by the provisions of this Agreement to construct or complete all or any portion of the Project; provided, however, that such lender may elect to thereafter perform the covenants and agreements of the Developer hereunder, free of the Defaults of the Developer. In the event of an election to perform, such lender shall thereafter be subject to the covenants and agreements hereunder with respect to its performance hereunder. The Developer shall be prohibited from assigning its rights and interests hereunder to and for the benefit of any lender prior to its successful completion of Phase 3 of the Project as determined by the City in its reasonable discretion. The City shall be provided any and all documentation for mortgages and liens on property until the certification of completion is delivered by the City. It is the intent of the parties that the Deed Restriction, to the extent applicable, shall survive any foreclosure or similar proceedings.

7. INTENTIONALLY OMITTED.

8. PERFORMANCE/DEFAULT/TERMINATION:

8.01. Time of the Essence. Time is of the essence of this Agreement.

8.02 Failure to Perform/Default. Upon a failure of either party in the performance of their respective obligations hereunder (a “Default”), either of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained or may be awarded damages for failure of performance, or both. Before any failure of any party to this Agreement to perform its obligations hereunder shall be deemed to be a Default hereunder, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of such perceived failure and shall demand performance. No Default shall be deemed to have occurred hereunder if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

8.03 Delay. For the purposes of any of the provisions of this Agreement, neither the City nor Developer, as the case may be, nor any successor in interest, shall be considered in Default in its obligations under this Agreement in the event of any delay in the nature of a “Permitted Delay”. Provided, however, that the party seeking the benefit of the provisions of this Section 8.03 shall have, within ten (10) days after the beginning of any such Permitted Delay, advised the other party in writing of such delay and of the cause or causes thereof, and requested an extension for the period of the Permitted Delay.

8.04 No Waiver by Delay. Any delay by the City in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City and the Developer should still hope to otherwise resolve the problems created by any Default involved). No waiver in fact made by the City with respect to any specific Default by Developer should be considered or treated as a waiver of the rights of the City with respect to any other Defaults by Developer or with respect to the particular Default except to the extent specifically waived in writing. No waiver in fact made by the Developer with respect to any specific Default by the City should be considered or treated as a waiver of the rights of the Developer with respect to any other Defaults by the City or with respect to the particular Default except to the extent specifically waived in writing.

8.05 Defaults by Developer. The occurrence of any one of the following shall constitute a Default by the Developer under this Agreement:

A. Developer cannot avail itself of a cure regarding any payments made hereunder. A Default of any material term, obligation, covenant, condition or provision contained in this Agreement, which would materially and adversely impair the ability of the Developer to perform the Developer’s obligations hereunder, and the failure to cure such Default within thirty (30) days after the City’s written notice of such Default or in the time and manner as may otherwise be provided herein or therein as applicable;

provided, however, that if such Default is not capable of being cured within such thirty (30) day period, as determined by the City in its reasonable discretion, and Developer has commenced cure and the additional time for curing such Default will not create additional material adverse consequences, then the period within which to cure such Default shall be extended for a reasonable period necessary to effect such cure.

B. A representation or warranty of the Developer contained herein is not true and correct in material respects when made and which would have a material and adverse affect on the Project cannot be corrected within a period of thirty (30) days after written notice to the Developer by the City provided the City is not harmed by the inaccuracy, in which event the cure shall be immediate;

C. If the Developer: (1) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (2) is finally adjudicated a bankrupt; or (3) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (4) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (5) applies to a court for the appointment of a receiver for all or a substantial portion of its assets; or (6) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within ninety (90) days after his appointment or the Developer has not bonded against such receivership or appointment; or (7) has a petition described in (3) filed against the Developer and remains undismissed for a period of one hundred eighty (180) days.

Except as otherwise provided in this Agreement, upon an occurrence and continuation of a Default by the Developer, which is not cured within applicable cure periods as hereinabove set forth, the City shall, at its election, be relieved of any and all of its then unperformed obligations to Developer arising pursuant to this Agreement, and such obligations on the part of the City to Developer shall be immediately cancelled and without any force or effect, and the City may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation, undertaking, covenant or agreement of the Developer set forth in this Agreement. If Default occurs after land transfer from the City to Developer, the Developer shall have the right to either (i) pay the sum of Nineteen Thousand and No/100 U.S. Dollars (\$19,000.00) monthly, in advance of an anticipated Default ("Delay Penalty"), in which event the City shall not exercise any additional remedies against the Developer; or (ii) re-convey the Block 2 Project Area to the City ("Reconveyance Right"). The parties agree that the Delay Penalty is a reasonable and non-punitive sum and is a fair estimate of the decreased revenue to the City due to the late delivery of the Project to the City by Developer. If no election is made by Developer within ten (10) days after the City gives written notice, then the City shall have the right to an immediate reconveyance of the Block 2 Project Area ("Reversion"). In the event a party exercises its Reconveyance Right or Reversion, the City shall repay, if previously approved by the City, any existing mortgage debt on the Block 2 Project Area.

8.06 Defaults by City. In the event that the City is unable to perform its obligations

and duties under this Agreement at the time and in the manner herein prescribed, or if the City is in Default under this Agreement after expiration of its applicable sixty (60) day cure period, Developer shall be entitled to pursue any and all actions, whether at law or at equity, including, without limitation, the rights to put ownership and contract rights within the Block 2 Project Area to the City as set forth herein. Notwithstanding anything herein to the contrary, the City shall not be deemed in default of this Agreement for a failure to provide the Incentive where such failure is caused by lack of legislative approval for the issuance of debt and/or the inability to sell its debt instruments on terms deemed favorable by the City, in its sole discretion.

8.07 Termination. In the event that Phases 1, 2, or 3 of the Project have not been materially satisfied on or prior to the applicable dates for such satisfaction as set forth herein, subject to extensions as permitted in the Agreement, the City shall have the right to terminate this Agreement.

In the event of a termination resulting from the Default of the City or when Developer is not in Default, then Developer shall have the right to put and convey to the City within 180 days after such termination (i) all Developer owned portions of the Block 2 Project Area in "AS IS, WHERE IS" condition and without representation or warranty of any kind or nature whatsoever, and (ii) contracts for the acquisition and development of any portion of the Block 2 Project Area, and the City shall accept such conveyance and reimburse Developer for all of actual costs, fees and expenses associated with such contracts and the acquisition of the Block 2 Project Area, and upon such conveyance and reimbursement Developer shall turn over to the City all documents and materials in its possession relating to the Block 2 Project Area and the Project. The City shall indemnify and hold Developer harmless from and against all liability, claim, cost or damage, including reasonable attorneys' fees, in connection with any resulting defaults or breaches under any transferred agreements for the Block 2 Project Area.

The Developer acknowledges: (A) that it has an affirmative obligation to complete the Project in accordance with the Project Schedule and the mutually agreed upon Final Block 2 Project Area Plan; and (B) that the City, in its reasonable discretion, may terminate, extend, and/or seek delay penalties subject to the terms herein this Agreement, all of the foregoing being subject to the terms and provisions of this Agreement.

## 9. INSURANCE:

9.01 Construction. The Developer agrees that during such periods that the Developer is constructing improvements on the Block 2 Project Area, which includes constructing the City Improvements ("Developer Improvements"), the Developer will cause the same to be insured at no expense to the City, in a standard commercial construction policy, against loss or damage by fire, windstorm, hail, explosion, riot and civil commotion, damage from aircraft and vehicles and smoke damage, and such other risks as are from time to time included in "extended coverage" endorsements (including during construction thereof builder's risk insurance) in an amount and form so that the proceeds are sufficient to provide for actual replacement of the Developer Improvements. Said insurance policies of the Developer shall provide for waivers of subrogation. The Developer shall name the City and its Mayor, Clerk, Aldermen, the BDC, its Executive Director, and the experts, attorneys, agents, contractors and/or employees of the City

and the BDC as additional named insureds on any insurance policy procured pursuant to the terms of this Agreement.

9.02 Liability. In addition, the Developer shall at its own expense, maintain or cause to be maintained general public liability insurance against claims for personal injury or death and property damage occurring upon, in or about the Project, such insurance in each case to afford protection to the limit of not less than \$2,000,000 in respect of injury or death to one or more persons arising out of any one occurrence, and such insurance against property damage to afford protection to the limit of not less than \$1,000,000 in respect of any instances of property damage and umbrella coverage of not less than \$5,000,000. The Developer shall have the City named as an additional insured on its general public liability insurance policy and shall deliver or cause to be delivered to the City a current certificate of insurance in the required amounts, identifying the City as an additional insured on the face of said certificate. The Developer shall provide the City with notice and a new certificate of insurance immediately if any change in insurance or insurance coverage occurs during the term of this Agreement.

10. MISCELLANEOUS:

10.01 Term of Agreement/Recording/Covenants Running With Land. The term of this Agreement shall commence as of the Effective Date after approval by the City and shall terminate once all of the obligations of the parties hereto have been fully performed, or upon a Default of any material provision hereof by either party hereto, which is not cured in accordance herewith. The parties agree to execute and deliver the original of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records, and the parties hereto acknowledge that a memorandum of this Agreement, may be recorded with the Cook County Recorder to evidence the obligations and covenants contained herein, each of which shall, upon such recording, run with and bind the applicable portions of the Block 2 Project Area until such time as this Agreement has been terminated as provided above, or by written instrument executed by all parties hereto. Except to the extent expressly limited herein, either party hereto shall have the right to avail itself of any equitable or legal right or remedy to enforce the provisions hereof. Any recorded instrument hereunder shall be deemed released in the event the parties mutually terminate this Agreement, the Block 2 Project Area reverts back or is put to the City or the Developer is otherwise found in Default under the terms of this Agreement, including by its failure to abide by the Project Schedule, subject to extensions as permitted in the Agreement, in which event the parties hereto agree to and shall record a release with the Cook County Recorder of Deeds. A Memorandum of Agreement shall be released in the event of the City's termination of this Agreement or reversion of the Block 2 Project Area.

10.02 Amendment. This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties and by the adoption of an ordinance or resolution of the City approving said amendment, as provided by law and by the execution of said amendment by the parties or their successors in interest.

10.03 No Other Agreements. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof, and, together with the exhibits, represents the full integration of the agreement of

the parties. The Parties acknowledge and agree that some Exhibits will be supplemented and modified and agree to integrate such mutually acceptable modifications and amendments in good faith into this Agreement. The Parties agree to provide mutually acceptable documents as part of the Pro Forma. The Exhibits attached hereto shall be controlling documents for construction parameters.

10.04 Consent. Except as otherwise provided in this Agreement, whenever the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

10.05 Conflict of Interest/Limitation of Liability. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to Developer or any successor in interest in the event of any Default or breach by the City or for any amount which may become due to Developer or successor on any obligation under the terms of this Agreement.

10.06 Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

10.07 Limited Applicability of City's Approval; Police Power. Any approvals made by the City with regard to the Project are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by the City pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Project. Nothing herein waives the right of the City to exercise any police power function normally attributed to a municipality. All approvals hereunder are by the City and subject to the advice and consent of its consultants, contractors, accountants, advisors and attorneys. Consideration of or consent to a request of Developer does not mean approval but shall require the City's good faith consideration of the same.

10.08 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

10.09 Disclaimer. Nothing contained in this Agreement, or any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

10.10 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be in writing and shall be sufficiently given on (A) the third "Business Day" (defined as Monday through Friday, excluding Saturday, Sunday

and all nationally and Illinois recognized holidays) following the day on which the same shall have been mailed by registered or certified mail, postage and fees prepaid, return receipt requested, or (B) the date of delivery if sent by nationally recognized overnight courier, or (C) when received if received on a Business Day, otherwise on the day of receipt, if sent by direct messenger, facsimile or electronic mail, and in all cases addressed as follows:

If to City: CITY OF BERWYN  
6700 26<sup>th</sup> Street  
Berwyn, Illinois 60402  
Attention: Mayor Robert J. Lovero

With copies to: BERWYN DEVELOPMENT CORPORATION  
3322 S. Oak Park Avenue  
Berwyn, Illinois 60402  
Attention: Office of the Executive Director

DEL GALDO LAW GROUP LLC  
1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Attention: Michael Thomas Del Galdo  
James Michael Vasselli

If to Developer: BERWYN GATEWAY PARTNERS II LLC  
c/o Keystone Ventures LLC  
418 Clinton Place  
River Forest, Illinois 60305  
Attention: Mr. Timothy B. Hague

With a copy to: MELTZER, PURTILL & STELLE, LLC  
300 S. Wacker Drive  
Suite 3500  
Chicago, Illinois 60606  
Attention: William J. Mitchell

The parties, by notice given hereunder, may designate any further or different address to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

10.11 Governing Law; Limitation of Liability; Limitation of Funds Available. The provisions of this Agreement shall be governed by the laws of the State of Illinois. Nothing in this Agreement shall waive any governmental immunity protections available to the City or the BDC. Any and all payments to be made hereunder by the City shall not be general obligations of the City.

10.12 Paragraph; Headings. The paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms

and provisions of this Agreement.

10.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, when taken together, shall constitute a single agreement.

10.14 Broker's Fees. The Developer and the City each represent to the other that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Block 2 Project Area, and each agrees to hold the other harmless from such commissions or fees as are alleged to be due from the party making such representations.

10.15 Successors and Assignees; Assignment. The terms, conditions, covenants and restrictions of this Agreement shall extend and apply to and bind the successors and assignees of the City and the successors and assigns of Developer. Notwithstanding any other provisions of this Agreement, the Developer shall not be permitted to assign this Agreement (in whole or in part) without the express written consent of the City, which may be granted or withheld in its reasonable discretion.

10.16 Severability. If any provision of the Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein, and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

10.17 Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to, nor shall they be merged, by reason of any deed transferring title to any portion of the Block 2 Project Area from the City to the Developer or any successor in interest, and said deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

10.18 Reversion; Deed Restriction. The parties agree that the Block 2 Project Area shall revert to the City in the event the Developer Defaults after acquiring title to the same and prior to Completion. Such Default shall include, but not being limited to, the Developer failing to adhere to the Project Schedule, subject to extensions as permitted in the Agreement, and/or use its best efforts to diligently complete the Project. The parties shall, at or prior to the Closing, execute a mutually agreeable Deed Restriction in such form as set forth in Exhibit F. Minimally, the Deed Restriction shall contain terms that the Block 2 Project Area will revert to the City in the event the Developer fails to comply with the Project Schedule and diligently proceeds with the Completion of the Project. Upon reversion, the City shall be permitted to use its best efforts to market the Block 2 Project Area. The City shall use its reasonable discretion in determining if the Developer failed to comply with the terms of this Agreement. The Deed Restriction (and right of reversion contained therein) shall expire and be removed of record upon the City issuing certificates of occupancy for the use of any completed portion of the Block 2 Project Area. In the event the City exercises the revisionary rights set forth above, all Developer's improvements constructed shall be forfeited by the Developer to the City at no additional cost, expense or any

rights of offset to the Developer.

10.19 Initial Leasing and Tenant Occupancy. The City shall maintain reasonable tenant approval rights as detailed herein, and not inconsistent with the Leasing Plan, through 100% initial tenant occupancy. If initial tenant occupancy in the center is not 100% within six (6) months of Developer completing construction, subject to extensions as permitted in the Agreement, then City has the ability to place credit tenants similar to tenant standards detailed herein which are at net lease rates equal to eighty percent (80%) of lease rates applicable to current leases within the development subject to terms and conditions that do not violate any existing leases. The City shall have the right to review and reject all tenants/lessees for a period from the Effective Date to the date that is seventy-two (72) months after the Effective Date.

10.20 Audit Rights. The City shall maintain reasonable audit rights of the Developer's books and records. The Developer shall maintain all books and records relative to this Project through the issuance of a certificate of completion.

10.21 Days. All days, except where specifically set forth herein shall be read as calendar days. In the event that a deadline set forth herein falls on a Saturday, Sunday or an Illinois or nationally recognized holiday, the deadline shall be extended to the following Business Day.

[signature page to follow]

THIS AGREEMENT is made and delivered as of the date first above written.

DEVELOPER:

BERWYN GATEWAY PARTNERS II LLC, an  
Illinois limited liability company

By: [Signature],  
Its Manager

By: TIMOTHY B HAGUE  
Its: MANAGER

CITY:

CITY OF BERWYN, an Illinois municipal  
corporation

By: [Signature]  
Hon. Robert J. Lovero, Mayor

ATTEST:

By: [Signature]  
City Clerk



G-1

The City of Berwyn



Thomas J. Pavlik  
City Clerk

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
www.berwyn-il.gov

March 6, 2015

To: Mayor and Berwyn City Council Members

From: Tom Pavlik, City Clerk

Re: Updating and Codification of Ordinances

Ladies and Gentlemen:

Attached is an ordinance approving the “EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH”, to include Ordinance 14-28,14-30, 14-32 and 14-48. I respectfully request your concurrence on adopting the attached ordinance.

Sincerely,

Thomas J. Pavlik, CMC

ORDINANCE NO. \_\_

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, American Legal Publishing Corporation completed its most recent updating of the Codified Ordinances of the City; and

WHEREAS, various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating of the Codified Ordinances (September 30, 2014) have been included in the Codified Ordinances of the City;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERWYN, ILLINOIS:

SECTION 1. The editing, arrangement and numbering or renumbering of the following ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
14-28	10-14-2014	1048.03
14-30	10-28-2014	1458.01—1458.06, 1458.99
14-32	11-12-2014	Adopting Ordinance
14-48	12-23-2014	1048.02

SECTION 2. Pursuant to State law, three copies of the 2015 S-19 Supplement Pages for the Codified Ordinances have been filed for a period of thirty days prior to the adoption of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its adoption, approval, recording and publication as required by law.

**Berwyn - Adopting Ordinance**

PASSED AND APPROVED this \_\_\_ day of \_\_\_\_\_, 2015.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Published this \_\_\_ day of \_\_\_\_\_, 2015, in the City, Berwyn, Illinois.

\_\_\_\_\_  
City Clerk

G-2  
The City of Berwyn



Thomas J. Pavlik  
City Clerk

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-2675  
www.berwyn-il.gov

Date: March 6, 2015

To: Mayor and City Council

From: Tom Pavlik, City Clerk

Re: Approval of Closed COW Minutes of January 13, 2015 and January 27, 2015

Ladies and Gentleman;

I request your concurrence on approving the Closed Committee of the Whole Minutes of January 13, 2015 and January 27, 2015 as reviewed in Closed Session on February 24, 2015.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Pavlik", is written over the word "Sincerely,".

Thomas J. Pavlik, CMC

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675  
www.berwyn-il.gov

Honorable Mayor Robert J. Lovero and  
Members of the Berwyn City Council

March 6, 2015

Re: Minutes for the Parking and Traffic Committee Meeting of June 17, 2104

Ladies and Gentlemen:

A meeting of the Parking and Traffic Committee was called to order on June 17, 2014 at 4:30 pm. The meeting was held in the second floor conference room of City Hall. Aldermen Avila, Polashek and Paul were in attendance. Robert Schiller, Nicole Campbell, and Jeanette Rendon attended representing various city departments.

The committee was briefed by the staff regarding the roll out of new parking sticker program. The committee is interested in the results of program specifically the number of residents taking advantage of the Early Bird offer and the number of off street stickers purchased. Further discussion of the program and any plans for 2015 was tabled to a later date when more information could be compiled.

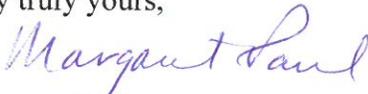
The committee agreed to table discussion regarding Ald. Polashek's proposal to reduce or eliminate parking sticker fees for Active Duty Military and Veterans to a later date after the cost impact of the current program could be determined.

The committee explored the possibility of eliminating Visitor Hang Tags for the 2015 parking sticker season. More information regarding the impact of eliminating the hang tags including: cost to produce v. paper parking pass booklets, the need for parking zone specific hang tags, etc. is needed so the committee tabled further discussion to a later date.

Alderman Avila handed out a letter he had received from a 7<sup>th</sup> Ward resident concerning lack of parking on the 1900 block of Clinton (copy attached). Committee members discussed the issue. Further discussion was tabled to a later date.

All further agenda items were tabled and the Chair called for a motion to adjourn. The meeting was concluded 6:00 pm. No date for the next meeting was set.

Very truly yours,

  
Margaret Paul

June 4, 2014

Rafael Gonzalez  
1933 Clinton Ave  
Berwyn Il. 60402

Mr. Rafael Avila  
Alderman -7<sup>th</sup> Ward  
City of Berwyn

Dear Mr. Avila:

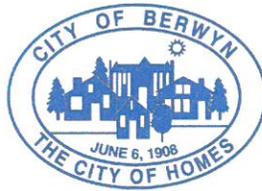
I am writing you concerning a parking situation that has been happening in the 19<sup>th</sup> block of Clinton for the past year. According to the new policy in place with Berwyn City Stickers, residents will pay less for those vehicles which are parked inside the garage overnight. While this may be a step in the right direction to avoid parking issues in the streets of Berwyn, it does not ease the parking issues of family home owners when tenants from other blocks park in the streets of mainly single family home blocks, such as ours.

Nearby tenants renting apartments buildings from Kenilworth to Oak Park Street are constantly parking overnight where I reside, making it impossible for family owners to find parking in their own block. If this can be resolved or perhaps lessened by using other resources such as parking permits with restricted hours for resident only in a specific block, it will be of great assistance to family owners who pay taxes to the city and deserve to have a parking spot available in the same block they reside.

In know that in the past you have assisted us with other concerns. I thank you in advance for any help you might be able to offer. If I can be of assistance to you in any way, please contact me at 708-829-3073.

Sincerely,

Rafael Gonzalez  
Berwyn Resident



**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675  
www.berwyn-il.gov

Hon. Mayor Robert J. Lovero  
Members of the Berwyn City Council

March 6, 2015

Re: Minutes for the Parking and Traffic Committee Meeting November 13, 2014

Ladies and Gentlemen:

A meeting of the Parking and Traffic Committee was called to order on November 13, 2014 at 5:30 p.m. in the 2<sup>nd</sup> floor conference room of City Hall. Members of the committee in attendance were Alderman Polashek, Alderman Avila, and Alderman Paul. City staff attending included Robert Schiller, Nicole Campbell, Division Commander Joseph Santangelo and Division Commander Gio Manfredini for the Berwyn Police Department. Guests included a number of residents whose names are listed on the attached sheet.

**Public Comment:**

The Chair took notice of the fact that most guests were at the meeting to be heard on the issue of agenda item #6 concerning traffic conditions on Oak Park Avenue. With that, the committee heard from residents on the issue.

**Agenda Item #3:** Paul withdrew her request for the committee to adopt committee rules with regard to Public Comment.

**Agenda Item #6:** The chair called item #6 on the agenda forward. The committee received information from the Traffic Engineer and the Berwyn Police Department on speed and traffic counts as well as accident numbers in the specific area. The committee reviewed pictures of the area. Discussion ensued. Further discussion of the issue was tabled to the next meeting.

**Agenda Item #5:** The chair called item #5 on the agenda forward. Alderman Polashek advised the committee concerning the issue. The Traffic Engineer provided the committee with a map identifying the areas of interest. The Public Works Director advised the committee regarding estimated costs to develop angled parking within the identified parkways. Discussion continued with the matter being tabled to a later date.

**Agenda Items #7 and #8:** Paul withdrew her request for committee consideration of the items she had placed on the agenda.

**Agenda Item #9:** Motion by Paul to strike the agenda item due to failure of the business owner to attend the meeting. Second by Avila. Those in favor of striking: Unanimous.

With all business of the committee concluded, the Chair ended the meeting.

Very truly yours,

  
Margaret Paul  
Chair, Parking and Traffic Committee



**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675  
www.berwyn-il.gov

Honorable Mayor Robert J. Lovero and  
Members of the Berwyn City Council

March 6, 2015

Re: Minutes for the Parking and Traffic Committee Meeting of March 5, 2015

Ladies and Gentlemen:

A meeting of the Parking and Traffic Committee was called to order on March 5, 2015 at 4:05 pm. The meeting was held in the second floor conference room of City Hall. Aldermen Avila, Polashek and Paul were in attendance. Robert Schiller, Nicole Campbell, and Margo Raimondi attended representing various city departments.

Ms. Campbell advised the committee on the status of her work regarding issues raised by Aldermen Polashek and Paul regarding specific streets in their respective wards. Additional information is required before the committee can make recommendations, if any. The two matters were tabled to the next meeting.

Ms. Campbell was given the floor and requested that the committee consider eliminating the plastic Visitor Hang Tags for the 2015 parking sticker season. The proposal is to discontinue the distribution of the plastic hang tag (one given free to each household). Instead, residents will be requested to purchase packages of paper daily visitor passes. Currently, the packages containing 15 daily passes are available for purchase at \$5.00 per package. City staff members advised the committee regarding their experience of enforcing the Visitor Parking ordinance and the abuse of the plastic hang tags frequently encountered. Discussion ensued.

**Motion by Paul and seconded by Avila: That the committee recommends to the full City Council that the City of Berwyn discontinue distribution of the free plastic visitor hang tag made available to each household due to abusive use and difficulty in enforcement. Voting Aye: 2 Voting Nay: 1 Passed.**

Alderman Paul distributed financial information provided by the Finance Director regarding revenue received for the sale of 2014 vehicle stickers. The floor was then turned over to Alderman Avila. Staff reported to the committee on residents' positive response to the Early Bird reduced vehicle sticker price and the two tiered garage/street sticker program. Alderman Avila suggested that the online Early Bird program be started two weeks earlier beginning May 1<sup>st</sup> rather than May 15<sup>th</sup>. Ms. Campbell reported that the suggested timeline would not work for the 2015 sticker season. The committee thanked the staff for their update.

Parking and Traffic Committee  
Meeting of March 5, 2015  
Minutes of Meeting, continued

The Chair recognized Alderman Polashek regarding his proposal for Reduced or Eliminated Parking Sticker Fees for Active Duty Military and all Veterans. The committee discussed the proposal and the current city policy of offering disabled veterans (DV), veterans who were interred in prisoner of war camps (XPOW), and retired veterans 1 free parking sticker. Discussion ensued and the committee determined that it did not have the authority to recommend the reduction of this source of city revenue and that this matter should be referred to the Business, Licensing and Taxation Committee for consideration.

**Motion by Polashek and seconded by Avila: That the Parking and Traffic Committee respectfully refers its recommendation that Berwyn residents who are currently actively serving our country, whether in active duty in the Armed Forces or in the Reserves and those residents who have received an Honorable Discharge from any branch of the Armed Forces be provided the same City benefit of 1 free City of Berwyn vehicle sticker as currently offered to residents identified as disabled veterans, an ex-prisoners of war or a retired veterans upon a resident's request and display of a proper form of military identification or DD214 or other such document verifying the resident's eligibility.**

**Aye: 3, Nay: 0**

Alderman Paul brought up the issue of the Depot District Streetscape Construction and its impact on parking in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Wards. The committee reviewed the hand out that was presented to the entire City Council. Staff advised the committee about the project. The committee questioned staff about the way the City will notify residents about the construction. The committee offered its suggestions about ways to reach residents about daily construction issues that would impact their commute through the Depot District area. The committee thanked the staff for the information.

The Chair called for a motion to adjourn with no date set for the committee's next meeting. Ayes: 3 Nays: 0 and the meeting was ended at 5:40 pm.

Respectfully submitted,



Margaret Paul,

Chair of the Parking and Traffic Committee

I-2

The City of Berwyn



Margaret Paul  
3<sup>rd</sup> Ward Alderman

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6403 Fax: (708) 788-2675  
www.berwyn-il.gov

March 6, 2015

Honorable Mayor Robert J. Lovero and  
Members of the Berwyn City Council

Re: Recommendation to Provide Free Vehicle Parking Sticker to Active Duty Military and Reservists  
as well as Honorably Discharged Member of the United States Armed Forces and Reserves

Ladies and Gentlemen:

A meeting of the Parking and Traffic Committee was held on March 5, 2015. It is the committee members' recommendation that:

Berwyn residents who are currently actively serving our country, whether in active duty in the Armed Forces or in the Reserves and those residents who have received an Honorable Discharge from any branch of the Armed Forces be provided the same City benefit of 1 free City of Berwyn vehicle sticker as currently offered to residents identified as disabled veterans, an ex-prisoners of war or a retired veterans upon a resident's request and display of a proper form of military identification or DD214 or other such document verifying the resident's eligibility.

Because this recommendation requires the reduction in revenue to the City of Berwyn, the Parking and Traffic Committee refers this matter to the Business, Licensing and Taxation Committee for consideration.

Very truly yours,

Margaret Paul, Chair  
Parking and Traffic Committee

J-1

The City of Berwyn



Rasheed Jones  
Finance Director

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 (708) 749-6468  
www.berwyn-il.gov

To: Mayor Robert J. Lovero and the City Council

From: Rasheed Jones 

Subject: 2015 Appropriation Ordinance

Date: March 4, 2015

Attached is the 2015 appropriation ordinance which includes the 2015 budget document. The budget document was also distributed at the February 24, 2015, Committee of the Whole meeting. We are requesting that you adopt the ordinance. An adopted ordinance must be filed with the County by March 31 of each year. Thank you.

**ORDINANCE NO. \_\_\_\_**

**THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF BERWYN,  
COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR 2015**

**WHEREAS**, the City of Berwyn, Cook County, Illinois (the “City”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Codified Ordinances of the City of Berwyn and Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-2-9) require the adoption of an ordinance within the first quarter of each fiscal year, to be termed the annual appropriation ordinance, appropriating such sums of money as are deemed necessary to defray all necessary expenses and liabilities of the municipality and which specifies the objects and purposes for which these appropriations are made and the amount appropriated for each object or purpose (the “Annual Appropriation Ordinance”); and

**WHEREAS**, as required by applicable law, notice of a public hearing on the proposed Annual Appropriation Ordinance was published in a newspaper published in the City at least ten (10) days before the time of the public hearing; and

**WHEREAS**, such public hearing was held on March 10, 2015, with all wishing to speak being heard; and

**WHEREAS**, in accordance with applicable law, City staff prepared a proposed Annual Appropriation Ordinance or a formally prepared appropriation or budget document upon which this Ordinance is based, which has been and is currently conveniently available for public inspection in the office of the City Clerk; and

**WHEREAS**, the Mayor and the City Council have reviewed the Annual Appropriation Ordinance for fiscal year 2015 and have determined that said appropriations are in the best interests of the City and its residents; and

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and the City Council of the City of Berwyn, County of Cook, State of Illinois, in the exercise of the City’s home rule powers, as follows:

**SECTION 1:** That the above recitals and legislative findings are incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2:** The following sums of money for each City fund, or as much thereof as may be authorized by law, be and are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for the fiscal year commencing January 1, 2015 and ending on December 31, 2015.

**SECTION 3:** All the appropriations herein made for any purpose shall be regarded only as a maximum amount to be expended under the respective appropriation funds, shall not be construed as a commitment, agreement, obligation or liability of the City, and each such appropriation being subject to further approval as to the actual expenditure thereof by the Mayor and City Council of the City.

**SECTION 4:** To the extent allowed by applicable law, any unexpended balance of the appropriations for the fiscal years prior hereto are hereby specifically re-appropriated for the same fund purposes for which they were originally made and may be expended in making up any insufficiency in any item or items provided in this Ordinance without supplemental appropriation.

**SECTION 5:** The sums as set forth in Exhibit A, attached hereto and incorporated herein, or so much thereof as may be authorized by law and needed or deemed necessary, are hereby appropriated to defray and pay all necessary expenses and liabilities of the City and such appropriations are hereby made for the objects and purposes as set forth in Exhibit A.

**SECTION 6:** The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form or in a newspaper of general circulation within the City within thirty (30) days after its adoption. The City Clerk is further authorized and directed to file a certified copy of this Ordinance with the Cook County Clerk within thirty (30) days of its adoption and the Chief Fiscal Officer of the City is authorized to certify to the Cook County Clerk that the Estimate of Revenues by Source, incorporated herein by reference, is a true statement of said revenues, which Estimate of Revenues by Source shall also be filed with the Cook County Clerk within said thirty (30) day period. The officers, employees and/or agents of the City shall take all actions necessary or reasonably required to carry out, give effect to and consummate the intent of this Ordinance and shall take all actions in conformity therewith. The officers, employees and/or agents of the City are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the terms and purpose of this Ordinance.

**SECTION 7:** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**SECTION 8:** All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 9:** Any non-preemptive state statute in conflict hereof with this Ordinance is hereby superseded to the full extent of such conflict pursuant to the exercise of the home rule powers of the City.

**SECTION 10:** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

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

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Chapman				
Boyajian				
Paul				
Fejt				
Santoy				
Polashek				
Avila				
Laureto				
(Mayor Lovero)				
<b>TOTAL</b>				

**APPROVED** this 10th day of March 2015.

\_\_\_\_\_  
Robert J. Lovero, Mayor

**ATTEST:**

\_\_\_\_\_  
Thomas J. Pavlik, City Clerk

## **EXHIBIT A**

Exhibit A can be accessed directly at:

[http://www.berwyn-il.gov/sites/all/files/pdfs/Clerk/2015\\_Proposed\\_Budget.pdf](http://www.berwyn-il.gov/sites/all/files/pdfs/Clerk/2015_Proposed_Budget.pdf)

J-2

The City of Berwyn



**Robert P. Schiller**  
Director of Public Works

**A Century of Progress with Pride**

March 6, 2015

To: Mayor Robert J. Lovero  
Members of the Berwyn City Council

Re: Request authorization to proceed with Request for Proposal for sewer and water maintenance.

Staff is requesting authorization from the City Council to proceed with the Request for Proposals for the Annual Sewer and Water Maintenance RFP. This proposal includes but not limited to; sewer repairs, manhole repair and replacement and miscellaneous on call water repairs..

This is budgeted for in the Utility Fund.

Respectfully,

Robert Schiller  
Director of Public Works

J-3

The City of Berwyn



**Robert P. Schiller**  
Director of Public Works

**A Century of Progress with Pride**

March 6, 2015

To: Mayor Robert J. Lovero  
Members of the Berwyn City Council

Re: Request approval of the 2015 Motor Fuel Tax maintenance resolution

Staff is requesting approval of the 2015 Motor Fuel Tax maintenance resolution as presented by Frank Novotny & Associates, consulting City Engineer for the City of Berwyn.

Respectfully,

Robert Schiller  
Director of Public Works

**CITY OF BERWYN  
COOK COUNTY, ILLINOIS**

***DRAFT***

**NOTICE TO CONTRACTORS  
SPECIAL PROVISIONS  
PROPOSAL**

**FOR**

**2015 WATER AND SEWER UTILITY MAINTENANCE**

**CITY OFFICIALS:**

**ROBERT J. LOVERO, MAYOR  
THOMAS J. PAVLIK, CITY CLERK**

**Prepared By:**

**FRANK NOVOTNY & ASSOCIATES, INC.  
825 MIDWAY DRIVE  
WILLOWBROOK, ILLINOIS 60527  
Phone: 630/887-8640 Fax: 630/887-0132**

**Project No. 15087**

**March 2015**

DRAFT PROPOSAL

**TABLE OF CONTENTS**

<u>DESCRIPTION</u>	<u>SECTION</u>
TABLE OF CONTENTS	A
NOTICE TO CONTRACTORS	B
SPECIAL PROVISIONS	C
PROPOSAL	D

<b>NOTICE TO CONTRACTORS</b>	<b>Owner:</b>	City of Berwyn
	<b>Township:</b>	Berwyn
	<b>County:</b>	Cook
	<b>Project No.</b>	15087

**I. TIME AND PLACE OF OPENING OF BIDS:**

Sealed Proposals for the improvement described herein will be received at the office of the **City Clerk, City of Berwyn, 6700 West 26<sup>th</sup> Street, Berwyn, Illinois, 60402**, until \_\_\_\_\_ P.M. on \_\_\_\_\_, 2015, and will be publicly opened and read at that time.

**II. DESCRIPTION OF WORK:**

The proposed work is officially known as:

**2015 WATER AND SEWER UTILITY MAINTENANCE**

and includes furnishing all labor, equipment, and materials necessary to maintain and repair water and sewer utilities on an on-call basis, as directed by the City of Berwyn.

**III. INSTRUCTIONS TO BIDDERS:**

- A. All work will be in conformance with the "Standard Specifications for Road and Bridge Construction", dated 2012, and the "Standard Specifications for Water and Sewer Main Construction in Illinois, dated 2014.
- B. Plans and Proposal forms may be obtained from the Project Engineer, **FRANK NOVOTNY & ASSOCIATES, INC., 825 Midway Drive, Willowbrook, Illinois, 60527, (630) 887-8640**, for a non-refundable fee of \$\_\_\_\_\_.

**Proposal forms are non-transferable.** Only those Proposals that have been obtained from, and with the approval of, Frank Novotny & Associates will be accepted at the bid opening.

**NOTICE TO CONTRACTORS, Cont'd.**

- C. Only qualified Contractors who can furnish satisfactory proof that they have performed work of similar nature as Contractors will be entitled to receive Plans and submit Proposals. In order to meet this requirement, at the request of the Engineer, bidders will be required to submit a "Statement of Experience" consisting of a list of previous projects of similar nature in order to receive Plans. The Owner reserves the right to issue Bid Documents only to those Contractors deemed qualified.
- D. All Proposals must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five percent (5%) of the total amount of the Bid, or as provided in the applicable sections of the "Standard Specifications".
- E. No Bid may be withdrawn after opening of Proposals without the consent of the Owner for a period of forty-five (45) days after the scheduled time of opening of Bids.
- F. The Contractor will be required to furnish a labor and material "Performance Bond" in the full amount of the Contract.
- G. The Contractor will be required to pay Prevailing Wages in accordance with all applicable laws.

**IV. AWARD CRITERIA AND REJECTION OF BIDS:**

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the City in the Proposal and Contract documents. The issuance of Plans and Proposal forms for bidding based upon a pre-qualification rating shall not be the sole determinant of responsibility. The City reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements, and to waive technicalities.

**BY ORDER OF:  
CITY OF BERWYN  
MAYOR AND CITY COUNCIL**

**Thomas J. Pavlik (s)**  
\_\_\_\_\_  
City Clerk

## SPECIAL PROVISION

The following Provisions, as marked with an "X", shall apply to this Proposal:

### PREQUALIFICATION OF BIDDERS

Prequalification of bidders in accordance with Article 102.01 of the "Standard Specifications" will be required of all bidders on this Proposal.

Therefore, before securing a Proposal form, the Contractor must submit evidence of prequalification by furnishing the Engineer with a current "Certificate of Eligibility" from the Illinois Department of Transportation for this kind of work.

### AFFIDAVIT

Bidder shall complete and submit with his Proposal an "Affidavit of Availability" (Form BC 57) listing all uncompleted Contracts, including subcontract work, all pending low bids not yet awarded or rejected, and equipment available.

### X WAIVER OF BIDDER PREQUALIFICATION

The provisions of Article 102.01 are not applicable to this Proposal.

### X "STATEMENT OF EXPERIENCE" REQUIREMENT

Bidders who have **not** previously demonstrated their ability to perform this type of work with the Engineer shall submit a "Statement of Experience" consisting of a list of previous projects of similar nature for evaluation by the Engineer in order to receive Plans. The Owner reserves the right to issue Bid documents only to those Contractors it deems qualified.

In addition, at the request of the Engineer, the low bidder must submit a complete list of **all** projects performed within the last 24 months. This list shall consist of the name of the Owner, the size, type, and nature of the project, the cost, a key contact person and their phone number. This list shall be reviewed and evaluated by the Engineer to serve as a basis for making a recommendation of award of a Contract to the Owner.

MAN.1

## SPECIAL PROVISION

### SUBMITTING BID DOCUMENTS

Some of the documents included in this booklet include the inscription "**Return With Bid**". It should be understood that this Provision supplements Section 102 of the "Standard Specifications", and gives the Contractor the option of submitting the entire "Specification Booklet" as his Proposal, or just certain forms marked "Return with Bid". If the Contractor elects to return only certain pages and not the entire book, he shall insure that all said marked pages are returned, including, but not limited to, the Cover Sheet, Bid Bond, Bidder's Affidavit, Proposal, all Certifications, and any Addenda.

Also, the Plans, Specifications, and other documents designated in the Proposal booklet will be considered part of the Proposal whether attached or not. Any Addenda officially issued shall be attached to the Cover Sheet of the Proposal booklet when the bid is submitted, with the content of the Addenda being incorporated into the unit prices submitted in the bid.

## SPECIAL PROVISION

### AWARD CRITERIA AND REJECTION OF BIDS

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the municipality in the Proposal and Contract documents. The issuance of Plans and Proposal forms for bidding based upon a pre-qualification rating shall not be the sole determinant of responsibility. The municipality reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements, and to waive technicalities.

MAN.1a

C-3

## SPECIAL PROVISION

### CONTRACTOR AND SUBCONTRACTOR, SUBSTANCE ABUSE PREVENTION POLICY

Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Act"), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter (sample format follows) certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is included in this document in Section "D" and must be completed by the Contractor and each Subcontractor to this Contract.

**Sample Cover Letter**

Date \_\_\_\_\_

**(Name and address of public body)**

Re: **Substance Abuse Prevention Program**

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **City of Berwyn** as follows:

**(complete either A or B below)**

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635 **[attach a copy of the program]**.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

## SPECIAL PROVISIONS

The "Standard Specifications for Water and Sewer Main Construction in Illinois", dated 2014, shall govern all construction associated with this project except that Division 1 of those Specifications dealing with the "General Requirements and Covenants" shall not apply. The "General Requirements and Covenants" that shall apply will be Section 100 of the latest edition of the "Standard Specifications for Road and Bridge Construction" as prepared by the State of Illinois, Department of Transportation. Portions of the latter Specifications may apply to certain items of construction and are indicated in various portions of the Special Provisions as applicable.

In addition, the "Standard Drawings" included in the "Standard Specifications for Water and Sewer Main Construction in Illinois" shall be considered as part of the Contract Plans included in the Contract Documents for this improvement.

The following special provisions supplement these Specifications, and in case of conflict, the special provisions shall take precedence and govern.

**DEFINITIONS:** The following list of definitions amends Section 101 of the "Standard Specifications for Road and Bridge Construction".

**Owner** - Shall mean the awarding authority of the agency who is to be a party of this Contract, i.e., Mayor and City Council, President and Board of Trustees, Board of Commissioners, or other governmental body as appropriate.

**Engineer** - Shall mean Frank Novotny & Associates, Inc., their officers, employees, and agents who is employed by the Owner to act as their professional representative on the project.

**Project** - Shall mean all work described and/or shown in the Plans and Specifications that are part of the Contract between the Contractor and the Owner.

**PREVAILING WAGE RATES:** This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. (the "Act"). The Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Contractors and Subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

MAN.4  
03/2014

The schedule of prevailing wage rates current as of the time of these Specifications is attached hereto and made a part hereof. Should a change in the schedule of prevailing wage rates occur during the term of any Contract and cause an increase in the cost of labor to any Contract, Subcontractor or sub-Subcontractor, such an increase shall not be the basis for any change order or change in the construction cost to Owner.

**PREFERENCE IN EMPLOYMENT:** No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected 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 Owner.

The Illinois Human Rights Act applies fully to this Contract and this Contract shall be performed in all respects in compliance with the Illinois Human Rights Act 775 ILCS 5/1-101, et seq., and the Illinois Public Works Employment discrimination Act 775 ILCS 10/0.01, et seq.

**LAWS TO BE OBSERVED:** The Contractor shall keep himself fully informed of all existing and future Federal, State, County, and Municipal laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or the conduct of the work or the rights, duties, powers or obligations of the Owner or of the Contractor or which otherwise affect the Contract, and of all orders or decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, Subcontractors and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all of its officers, agents, and employees, and the Engineer against any claim, loss, or liability arising or resulting from or based upon the violations of any such law, ordinance, regulation, order or decree, whether by himself or by his agents, Subcontractors or employees. If any discrepancy or inconsistency is discovered in the Plans, Contract Drawings, Contract Specifications or other Contract Documents for the work in relation to such laws, ordinance, regulation, orders, or decree, the Contractor shall forthwith report the same to the Engineer.

**REVIEW OF PROJECT SITE AND CONTRACT DOCUMENTS:** By preparing his bid on the Project, the Contractor acknowledges and agrees that the Contract Specifications and drawings are complete, and sufficient to enable the Contractor to determine the cost of the work and to enable him to construct the work, in accordance with all applicable laws and regulations governing the work, and otherwise to fulfill his obligations under and as provided in the Contract. The Contractor further acknowledges that he has visited and examined the site, including all physical and other conditions affecting the work and is fully familiar with all of the conditions affecting the same and has considered all these factors in preparing his bid.

In connection therewith, the Contractor specifically represents and warrants to Owner that he has, by careful examination, satisfied himself as to: (1) the nature, location, and

character of the project and the site, including, without limitation, the surface conditions of the site and all structures and obstructions thereon and thereunder, both natural and manmade, and surface water conditions of the site and the surrounding area, and subsurface conditions and subsurface water conditions (if a Soils Report is available for examination prior to the bid date); (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the work in the manner and within the cost and time frame required by the Contract. All work shall conform to the Contract, including the drawings and Specifications. No change therefrom shall be made without Owner's and Engineer's prior written approval.

**PROJECT ENGINEER:** The bidder is hereby advised that although the above-designated Standard Specifications shall govern the construction of this improvement, the Illinois Department of Transportation will not have jurisdiction over the construction. Jurisdiction for this improvement will be vested in the Owner and their duly authorized representative, Frank Novotny & Associates, Inc., 825 Midway Drive, Willowbrook, Illinois 60527, 630/887-8640.

The Engineer shall have the authority to review and periodically observe the Contractor's performance for compliance with the Plans and Specifications, make all interpretations in the Plans and Specifications, condemn or reject work that is found not to be in compliance, determine the amounts to be paid to the Contractor, and make minor changes in the work that he deems necessary and to be in the best interest of the Owner.

The Engineer is not responsible for advising the Contractor on various construction methods, means, techniques, sequences, procedures, or any safety precautions, and has no authority in giving the Contractor any instructions in this regard. The Engineer is not a project supervisor. All supervisory responsibilities are that of the Contractor.

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor's or Subcontractor's work performed on this project, and shall not be responsible for the Contractor's or Subcontractor's means, methods, techniques, sequences or procedures, timely performance, safety programs and/or precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under these Contract documents.

Additionally, the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner in connection with this project, or the failure of the Owner, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with these Contract documents.

**EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work including without

limitation building codes, the Americans with Disabilities Act, the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future Contracts of subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, or 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. During the performance of this Contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, 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 under utilization;
- (b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- (c) That, 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, natural origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service;
- (d) That it will 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 Department's 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 notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;

- (e) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations;
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations;
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contractor's obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply herewith. 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.

With respect to the two (2) types of subcontracts referred to under Paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part is utilized in the performance of any one or more Contracts; or,
- (b) under which any portion of the Contractor's obligations under any one or more Contracts, if performed, undertaken, or assumed.

**EXECUTION OF CONTRACT:** The Contract shall be executed by the successful bidder and returned together with the Contract Bond within fifteen (15) days after the Contract has been mailed to the bidder.

**FAILURE TO EXECUTE CONTRACT:** Failure of the successful bidder to execute the Contract and file acceptable Bonds within fifteen (15) days after the Contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the Proposal Guaranty, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under Contract, or otherwise, as the Owner may decide.

**NOTICE TO PROCEED:** Unless otherwise notified in writing by the Owner or the Engineer, the Contractor's "Notice to Proceed" with the work shall be the receipt of a fully executed copy of the Contract Document, after which the Contractor shall have ten (10) calendar days to mobilize and begin work in accordance with Article 108.03 of the Standard Specifications.

**CONTRACTOR PAYMENTS:** The Contractor will be paid from funds allocated for financing the project at monthly intervals in accordance with the provisions as outlined in the Standard Specifications. At the end of each calendar month, the Contractor shall submit to the Engineer a sworn statement of the value of work completed to date, a breakdown of amounts remaining to be completed, and partial Waivers of Lien from himself and all Subcontractors and material suppliers, and a sworn statement that those vendors are a complete list of all vendors that are employed on this Contract to complete the required work. All Waivers of Lien will be on the long form, a sample of which is attached hereto. The Owner will accept a single waiver from the General Contractor for the first payment, with full waiver submittals, as described above, for all subsequent payouts.

For partial payments, all Contractors and Subcontractors shall furnish certification that the work for which payment is requested has been performed and is in place, and to the best of their knowledge, information, and belief the quality of such work is in accordance with the Contract Specifications, subject to 1) any evaluation of such work as a functioning project upon substantial completion, 2) the results of any subsequent tests permitted by the Contract, and 3) any defects or deficiencies not readily apparent upon inspection of the work.

For final payment, the Contractor shall provide certification that the work has been performed in a satisfactory manner and in conformance with all requirements as stipulated in the Contract documents. Final payment will be issued after the entire project has been inspected and all outstanding items have been accepted by the Owner and the Engineer.

The Contractor shall receive final payment within thirty (30) to forty-five (45) days after issuance of the final payment authorization by the Engineer and receipt by the Owner of all required Contractor submissions in accordance with the Contract documents including, without limitation to an application for payment, together with a Contractor's sworn statement in a form acceptable to the Owner, final Waivers of Lien from the Contractor, all Subcontractors and material suppliers in a form acceptable to the Owner, and such other supporting documentation as the Owner may reasonably require to assure proper completion of the work free and clear of third party claims.

Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Owner that the Contractor and Subcontractors have paid all

wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act", and that all materials were taken from fully-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

**GUARANTEE OF WORK:** Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the Engineer, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

To insure compliance with this provision, the Contract Bond shall remain in effect for a period of one (1) year from the date of final acceptance, which shall be defined as the date of the final payment estimate.

The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the Contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

**EXISTING UTILITIES:** Existing public utilities, such as water mains, sewers, gas lines, street lights, telephone lines, electric power lines, cable television, etc., shall be protected against damage during the construction of this project. Whenever the location of an existing utility is known, the approximate location of said utility is indicated on the Plans. This information is given only for the convenience of the bidder and the Owner assumes no responsibility as to the accuracy of the information provided. The Contractor shall consider in his bid the location of all permanent and temporary utility appurtenances in their present or relocated positions, whether shown on the Plans or not, and no additional compensation will be allowed for delays, inconvenience, or special construction methods required in prosecuting the work due to the existence of said utilities.

The Contractor shall contact the Owners of all public and private utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the Contractor in connection with making arrangements shall be borne by the Contractor and considered incidental to the Contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

The adjustment of all facilities of Nicor, AT&T, ComEd, Cable Television, etc., shall be done by the respective utility company and, if a conflict is known, are indicated on the Plans as to be done **"BY OTHERS"**. All other utility adjustments to sewer, water, and other local facilities under the control of the Owner shall be performed under this Contract and will be paid for under the respective items in the Contract, unless otherwise indicated on the Plans or directed by the Engineer.

The Contractor shall contact **J.U.L.I.E. (1-800-892-0123)** at least 72 hours prior to commencement of work, for public utility locations. The Contractor shall also contact the Water Department of the Owner for location of their facilities, the Department of Public Works of the Owner for location of street lighting cable and sanitary sewers, and the Sanitary District, County, or local Water Commission for location of their facilities if not serviced by a municipal system. In areas on or adjacent to State or County highways, the Contractor shall notify the Electrical Department of the appropriate agency for location of traffic signal equipment. Any cost incurred for the locating of electric or traffic control facilities shall be borne by the Contractor, and no extra compensation shall be allowed.

**UTILITY REPAIR:** Whenever the Contractor or any Subcontractor damages an underground utility under the jurisdiction of the Owner or other Municipal agency, the Contractor shall proceed immediately to make the repairs or make arrangements for the repair of the damaged utility. The Contractor shall pay all costs associated with this work, utilizing the skills of a qualified repair Contractor of his own choosing or utilizing his own forces to make the necessary repairs. He shall furnish all labor, materials, and equipment necessary to restore any pipe-line, conduit, service line, etc. to their full and permanent service condition or cause them to be completed using outside Contractors.

All utilities shall be repaired immediately so that service is not interrupted any longer than necessary to any residences or businesses affected by this interruption. If a temporary repair is necessary, it shall be done immediately, and if subsequent permanent repairs are necessary, they shall be completed within one week's time (seven (7) days). The Engineer will be the sole authority in directing the Contractor as to the extent of work required to correct the damage to the standards expected by the Owner and as to what repairs need to be handled immediately, and what can be deferred for a week's time. Should the necessary permanent repairs not be done within the time frame stated above, the Owner reserves the right to make the necessary arrangements to have said repairs made by their own maintenance Contractor and back charge the Contractor for all costs related thereto. No additional compensation will be allowed for the repair of any underground utilities damaged by the Contractor due to accidental damage. Any damage done to other public or private utilities shall be reported to the respective utility immediately and the Contractor shall be totally liable for any and all costs for said damage.

**PUBLIC NOTIFICATION:** When directed by the Owner to notify the public that certain activities included in this project may adversely affect or remove access to their property, buildings, or surroundings, the Contractor will be required to distribute "NOTICES" door to door. This may be necessary when driveway access is altered or removed, water service is to be interrupted, or when any other situation arises that requires the public to be

notified. The Contractor shall furnish all necessary personnel to properly distribute said "NOTICES" as directed by the Owner or the Engineer in a time frame to be established by the Owner. All "NOTICES" shall be drafted by the Owner and/or Engineer and furnished to the Contractor for distribution. No "NOTICES" will be distributed that are not endorsed by the Owner or that are not on the Owner's letterhead. No additional compensation will be allowed for this effort.

**PROJECT SAFETY:** The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926), applicable provisions and regulations of the Occupational Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (Revised), and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of American as applicable. The Contractor, Engineer, and Owner shall each be responsible for his own respective agents and employees. Neither the Engineer nor Owner have the authority to stop work should the Contractor be in violation of State and Federal Safety Regulations. The Contractor is responsible for carrying out all safety and health regulations on the job site for his own respective agents and employees and to insure the safety of the general public.

The Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to properly and safely complete the work. The Contractor shall provide and erect barricades or other safeguards which are adequate to warn of danger at the site and to protect persons and property from injury resulting from the work and shall otherwise comply with the requirements of the Contract Documents regarding matters of safety.

**CONSTRUCTION LAYOUT MATERIALS:** Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his expense, a sufficient quantity of staking materials, including stakes, lath, paint, etc., to adequately stake out line and grade for the proposed improvements. These materials shall be furnished prior to the beginning of construction and the Contractor shall provide sufficient time for the Engineer to properly stake all various units of construction. All staking and marking will be done on offset lines on permanently paved surfaces or stakes at the Engineer's option within the public right-of-way, and it will be the Contractor's responsibility to transfer the grades to the actual line of construction. Failure to provide the necessary materials will result in a delay in starting the project, which will count against the time allowed to complete the project.

Once the stakes have been set, the Contractor shall exercise proper care for the preservation of these stakes to prevent unnecessary losses and additional cost for restaking. Negligence on the part of the Contractor for preserving these stakes serves as just cause for the Engineer to be compensated for the additional cost of resetting those stakes which are displaced. The Engineer will be compensated for his actual cost to reset said stakes, including all labor and materials furnished by the Engineer. All other provisions of the aforementioned section shall apply to this Contract.

**INSPECTION OF MATERIALS:** All hot-mix asphalt and concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA requirements.

The Contractor is to submit a QC plan for hot-mix asphalt and concrete materials to the Project Engineer for approval prior to construction operations commencing.

QC reports for hot-mix asphalt and concrete mixtures will be transmitted to the Project Engineer by the Contractor daily during production. The Project Engineer shall review and approve all QC reports prior to finalizing the project. A minimum of five percent (5%) of the contract amount will be withheld from the Engineer's Payment Estimate pending receipt of all QC documentation and approval by the Project Engineer.

Contractor's attention is directed to Section 406.07(c) of the Standard Specifications. Contractor will be required to cut cores from the completed pavement at the station or at locations determined by the Engineer. Nuclear Density Acceptance may be used in lieu of cores if both Quality Control and Quality Assurance have correlated nuclear gages.

**INCIDENTAL CONSTRUCTION:** Whenever the performance of work is indicated on the Plans or required in the Specifications and no provision is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. If such work is included on the Plans and not the Specifications, or vice versa, it shall be considered to be required in both and included in the work required under the Contract.

**WORKING DAYS:** The first sentence of the second paragraph of Section 108.04 of the Standard Specifications for Road and Bridge Construction shall be revised to define a working day as follows:

"A working day shall be defined as any calendar day between January 1 and December 31, inclusive, except Saturday, Sunday, and legal Holidays in Illinois."

This article is not intended to imply that working days will be charged during periods when weather conditions do not permit the construction of controlling items in the Contract. Weather conditions, or specific construction requirements as outlined in the Specifications, will govern over controlling items and in case of dispute or clarification, will be agreed upon in writing, prior to the time of actual construction.

**PROFESSIONAL LANDSCAPE REQUIREMENT:** The Contractor shall procure the services of a qualified, experienced, competent and professional landscaping Contractor for all landscape work included in the Contract Plans and Specifications. The Contractor shall be responsible for the proper performance by such landscape Contractor for the landscape work required by the Contract Plans and Specifications, and such work shall be included in the Contractor's Guaranty and Warranty as provided in the Special Provisions of the Contract Specifications.

**BIDDER CERTIFICATIONS REQUIREMENT:** All bidders submitting a Proposal for this Contract are required to complete the following certifications that are enclosed in this document following the Proposal. The certifications of the successful bidder shall be attached to and become part of the construction Contract between the Contractor and the Owner. NO BID MAY BE ACCEPTED WHICH DOES NOT INCLUDE THESE CERTIFICATIONS.

- a) The Contractor must certify that it is not barred from contracting with any unit of state or local government, as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of the Criminal Code of 1961, 720 ILCS 5/22E-1 through 5/33E-13.
- b) The Contractor must also execute certification pursuant to 65 ILCS 5/11-42.1-1, in which the Contractor certifies that it is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.
- c) The Contractor must execute a certification pursuant to 30 ILCS 580/1, et seq., ("Drug-Free Workplace Act") and require that all Subcontractors furnish Certifications of Compliance with this Act.
- d) The Contractor must execute a certification pursuant to 775 ILCS 5/2-105(A)(4) "Sexual Harassment Policy Certification."
- e) The Contractor must execute a certification ("Substance Abuse Prevention Program Certification) pursuant to P.A. 95-0635 of the Substance Abuse Prevention on Public Works Act, and require that all Subcontractors furnish Certifications of Compliance with this Act.

**USE OF MUNICIPAL WATER:** A portion of the "Standard Specifications" governing methods of construction on various items of work that may be included in this Contract may necessitate the use of a supply of domestic water.

If the Owner under this Contract is a Municipal Corporation having jurisdiction over a public water supply, the Contractor will make his own arrangements to secure a supply of water, but all fees shall be waived and there will be no charge for water used to comply with the requirements of the Specifications. A meter deposit may, however, be required and the Contractor will be responsible for any damages to the meter, or to the water system due to improper use of the facilities.

If the Owner under this Contract is a "private party" or corporation other than a Municipal Corporation or Illinois unit of local government, the Contractor shall make the same arrangements as outlined above for securing said supply of water. If the work site is located within a Municipality and a public water supply is available, he shall make the necessary arrangements with the proper officials to use that water supply, if possible,

secure a meter to quantify usage, and pay all costs including cost of water for those respective services.

No additional compensation will be allowed for compliance with this provision.

**TAXES:** If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project. Bids shall be calculated accordingly.

**COMPLETION AND FINAL PUNCHLIST:** After all work on this project is complete, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default.

**SAMPLE FORM OF CONTRACT**

**CONTRACT**

1. **THIS AGREEMENT**, made and concluded the \_\_\_\_ day of \_\_\_\_\_, 2015, between the \_\_\_\_\_ of \_\_\_\_\_ acting by and through the \_\_\_\_\_ known as the party of the first part, and \_\_\_\_\_ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Frank Novotny and Associates, Inc., and designated as \_\_\_\_\_ are all essential documents of this Contract, and are a part hereto.

4. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

**Party of the First Part**

ATTEST: \_\_\_\_\_ The \_\_\_\_\_  
\_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_ Clerk Title \_\_\_\_\_

(SEAL)

**Party of the Second Part**

(If a Corporation)  
Corporate  
Name \_\_\_\_\_

By \_\_\_\_\_  
President  
(If a Co-Partnership)

Secretary  
(Corporate Seal)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Partners doing Business under the name  
of \_\_\_\_\_

(If an Individual)

\_\_\_\_\_  
(SEAL)

**SAMPLE  
FINAL WAIVER OF LIEN**

STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF                )

Cty # \_\_\_\_\_  
Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

**WHEREAS** the undersigned has been employed by \_\_\_\_\_  
to furnish \_\_\_\_\_  
for the premises known as \_\_\_\_\_  
of which \_\_\_\_\_ is the Owner.

The undersigned, for and in consideration of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, and other good and valuable consideration, the receipt  
whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to lien, under the  
statutes of the State of Illinois, relating to mechanics liens, with respect to and on said above-described premises, and the  
improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other  
considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or  
machinery heretofore furnished, or which may be furnished at any time hereafter by the undersigned for the  
above-described premises.

Given under \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signature and Seal: \_\_\_\_\_

**NOTE:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,  
corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership  
name should be used, partner should sign and designate himself as partner.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS        )  
                                          ) SS  
COUNTY OF                )

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is \_\_\_\_\_  
\_\_\_\_\_ of the \_\_\_\_\_  
who is the Contractor of the \_\_\_\_\_ work on the building  
located at \_\_\_\_\_  
owned by \_\_\_\_\_

That the total amount of the Contract including extras is \$ \_\_\_\_\_ of which he has received payment of \$  
prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no  
claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who  
have furnished material or labor or both for said work and all parties having Contracts or Subcontracts for specific portions  
of said work or for material entering into the construction thereof and the amount due or to become due to each, and that  
the items mentioned include all labor and material required to complete said work according to Plans and Specifications.

	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	PAYMENT	BALANCE DUE
LABOR AND MATERIAL TO COMPLETE					

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
Signature \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

## SPECIAL PROVISION

### INSURANCE PROVISIONS

**Description:** This item shall consist of the Contractor's efforts to protect the Owner, the Engineer, and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein. All of the following provisions are included:

#### Hold Harmless Provisions

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers, its Engineer, Frank Novotny & Associates, Inc. and its agents and employees, and the Engineer's Consultants and their respective agents and employees, herein referred to as Indemnitees, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, or Frank Novotny & Associates, Inc. and its agents and employees, or their Subcontractors in any action, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts. Frank Novotny & Associates, Inc. is intended to be a third party beneficiary under this Contract.

Man.6(No OCP)  
08/2012

## SPECIAL PROVISION

### INSURANCE PROVISIONS, Cont'd.

The Contractor expressly understands and agrees that 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 Owner, its officials, agents, employees and Frank Novotny & Associates, Inc. and its agents and employees as herein provided.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself and/or the Engineer 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 Owner and the Engineer.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and the Engineer and their agents, employees, and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

### Insurance

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner and to the Engineer **before starting construction**, or within ten (10) days after the execution of the Contract by the Owner, whichever date is reached first. **If the Contractor fails to meet this time requirement for submitting the insurance to the Owner and to the Engineer, working days shall be assessed in accordance with Article 108.04 of the Standard Specifications, regardless of the fact that the Contractor may not commence with work due to his failure or inability to provide the necessary insurance as noted herein.** All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner and to the Engineer, and shall remain in effect throughout the life of the project.

## SPECIAL PROVISION

### INSURANCE PROVISIONS, Cont'd.

Please take note that all of the insurance noted below is required. For example, the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. must be named as additional insureds on a "primary, non-contributory basis" for Part 1 noted below, and all insurance noted under Parts 2, 3 and 4 below must be provided, unless specifically deleted for this project.

#### A. Minimum Limits of Insurance

Contractor and his Subcontractors shall maintain limits of no less than:

1. Contractors-  
Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER and FRANK NOVOTNY & ASSOCIATES, INC. shall be named as Additional Insureds on a Primary Non-Contributory basis. All coverage afforded the "Additional Insureds" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement. Also, any "XCU Exclusions" shall be deleted.  
  
The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits and coverage for the specific type of work being performed as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the OWNER and FRANK NOVOTNY & ASSOCIATES, INC.

**SPECIAL PROVISION**

**INSURANCE PROVISIONS, Cont'd.**

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

4. Umbrella Liability: Umbrella Liability Policy for not less than \$2,000,000.

**Insurance under Parts 5, 6 and 7 below will be required if indicated by an "X".**

- \_\_\_ 5. Installation Floater: Contractor shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage locations, and at the job site.
- \_\_\_ 6. Builder's Risk: Shall insure against "All Risk" of physical damage for losses including but not limited to: fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, smoke and water damage (flood and hydrostatic pressure not excluded), during the Contract time, on a completed value basis and in an amount not less than the Contract price totaled in the bid. The Policy will include "Theft of Building Materials" and "Soft Costs" coverages.
- \_\_\_ 7. Supplemental Insurance Coverage: Should the project require "supplemental" insurance coverage as deemed necessary by the Owner and/or Engineer, it shall be provided as outlined below:

<u>Type of Insurance</u>	<u>Limit Required</u>
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____

**Note: If "Contractor's Pollution Liability Insurance" is required as indicated above, both the OWNER and FRANK NOVOTNY & ASSOCIATES, INC. shall be named as "Additional Insureds" on a Primary Non-Contributory basis on that policy.**

## SPECIAL PROVISION

### INSURANCE PROVISIONS, Cont'd.

B. Contractor's Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be the sole responsibility of the Contractor.

C. Other Insurance Provisions

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

All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner and the Engineer. It shall be the Contractor's responsibility to insure that said Notice is delivered to both the Owner and the Engineer by Certified Mail, "Return Receipt Requested".

D. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best's rating of A-, VIII, or higher.

E. Verification of Coverage

1. Contractor's Insurance:

Contractor shall furnish the Owner and the Engineer with "**Certificates of Insurance**" evidencing coverage required by this Section. The **Certificates** for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The **Certificates** shall be on standard forms provided by the insurance company or agent and are to be received and approved by the Owner and Engineer **before any work commences**. The Owner reserves the right to request full certified copies of the insurance policies. No manuscript policies will be allowed. (SEE SAMPLE "CERTIFICATE OF INSURANCE" ENCLOSED HEREIN.)

2. It should also be noted that the Contractor is required to provide all the coverages specified herein, as well as assume the obligations of the conditions and requirements as stated herein. **The mere acceptance of the Insurance Certificates/Binders by the Owner or the Engineer shall not relieve the Contractor from any obligation for providing the protection required in these Specifications.**

## SPECIAL PROVISION

### INSURANCE PROVISIONS, Cont'd.

#### F. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate **Certificates** for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein, excluding the requirement for obtaining a separate "OCP Policy" as may be stated herein.

**Basis of Payment:** This work will not be paid for separately, but shall be considered incidental to the Contract. All insurance shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications. Failure to procure and maintain the required insurance coverage shall be considered a breach of Contract.

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 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).

PRODUCER  FULLY COMPLETED	CONTACT NAME: PHONE (A/C, No. Ext): <span style="float: right;">FAX (A/C, NO):</span> E-MAIL ADDRESS: INSURERS AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">Insurer A: Name of Insurance Company</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>Insurer B: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer C: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer D: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer E: Name of Insurance Company</td> <td></td> </tr> <tr> <td>Insurer F: Name of Insurance Company</td> <td></td> </tr> </table>	Insurer A: Name of Insurance Company	NAIC #	Insurer B: Name of Insurance Company		Insurer C: Name of Insurance Company		Insurer D: Name of Insurance Company		Insurer E: Name of Insurance Company		Insurer F: Name of Insurance Company	
Insurer A: Name of Insurance Company	NAIC #												
Insurer B: Name of Insurance Company													
Insurer C: Name of Insurance Company													
Insurer D: Name of Insurance Company													
Insurer E: Name of Insurance Company													
Insurer F: Name of Insurance Company													
INSURED  FULLY COMPLETED													

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY 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.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS All Units in Thousands
	<b>GENERAL LIABILITY CG0001</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			POLICY NUMBER	POLICY START DATE	POLICY END DATE	EACH OCCURRENCE \$ 1,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100 MED EXP (Any one person) \$ 10 PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 2,000 PRODUCT-COMP/OP AGG \$ 2,000
	<b>AUTOMOBILE LIABILITY CA0001</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> <input type="checkbox"/>			POLICY NUMBER	POLICY START DATE	POLICY END DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			POLICY NUMBER	POLICY START DATE	POLICY END DATE	EACH OCCURRENCE \$ 2,000 AGGREGATE \$ 2,000
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Other		N/A	POLICY NUMBER	POLICY START DATE	POLICY END DATE	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000 E.L. DISEASE- EA EMPLOYEE \$ 1,000 E.L. DISEASE-POLICY LIMIT \$ 1,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

OWNER: CITY OF BERWYN PROJECT DESCRIPTION: 2015 Water & Sewer Utility Maintenance, Berwyn, IL  
 "Certificate Holders" are "Additional Insureds" on a Primary Non-Contributory Basis with respect to the General Liability only.  
 "Waiver of Subrogation" is provided on the Workers' Compensation coverage in favor of the CERTIFICATE HOLDER(S). No endorsements or additional forms shall modify or limit the coverage provided to the "ADDITIONAL" INSURED(S).

<b>CERTIFICATE HOLDER</b> <input checked="" type="checkbox"/> Additional Insured, Insurer Letter:	<b>CANCELLATION</b>  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
OWNER (Including its officials, employees and volunteers) and <b>FRANK NOVOTNY &amp; ASSOCIATES, INC.</b> (Including its agents and employees)	

# Cook County Prevailing Wage for March 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER	BLD			45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON	ALL			43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER	BLD			35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.	BLD			39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100	0.700
ELECTRIC PWR EQMT OP	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN	ALL			35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN	ALL			46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN	ALL			44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	ALL			35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER	BLD			40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR	BLD			48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	ALL			43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER	ALL			38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST	BLD			44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS	ALL			31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON	BLD			41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I	ALL			28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II	ALL			33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER	BLD 1			47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 2			45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 3			43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 4			41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 5			50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 6			48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	BLD 7			50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT 1			52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 2			50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 3			45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 4			37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 5			53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 6			35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 1			45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 2			44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 3			42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 4			41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 5			40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 6			48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	HWY 7			46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER	ALL			43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER	ALL			40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL			43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	BLD			42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000	0.650
PLUMBER	BLD			46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	BLD			40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD			41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER	BLD			31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD			42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
S-> NOT IN EFFECT	ALL			37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD			37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON	BLD			40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON	BLD			42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR	HWY			32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E ALL 1			33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2			34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3			34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4			34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1			32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2			32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3			32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4			33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD			42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650

Legend: RG (Region) TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)C (Class)Base (Base Wage Rate)FRMAN (Foreman Rate)M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri. OSA (Overtime (OT) is required for every hour worked on Saturday)OSH (Overtime is required for every hour worked on Sunday and Holidays)H/W (Health & Welfare Insurance)Pensn (Pension)Vac (Vacation)Trng (Training)

## Explanations

### COOK COUNTY

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.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

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

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other

raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

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

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

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

#### 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; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; 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 Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (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 Placer; 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 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze 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, 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

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### 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.

#### TRAFFIC SAFETY

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

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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; Carryalls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

#### 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".

**\*SPECIAL PROVISION \***

**WATER AND SEWER UTILITY MAINTENANCE**

**Description:** This work shall consist of furnishing all labor, equipment and material necessary to maintain and repair water and sewer utilities on an on-call basis as directed by the City of Berwyn and as specified as follows:

**General Conditions:**

- 1) A list of non-emergency water main and sewer repair and maintenance work will be prepared periodically by the City of Berwyn and submitted to the Contractor for his review and coordination. This non-emergency repair and maintenance work will proceed within three weeks of submittal of this list to the Contractor. The City of Berwyn will make an effort to consolidate this work to avoid multiple mobilization operations by the Contractor.
- 2) Emergency water main and sewer repair work will be performed on an on-call basis as directed by the City of Berwyn. The Contractor shall respond within four (4) hours to an emergency repair call unless the City of Berwyn deems that the repair work can be delayed until the next day during normal working hours of 7:00 a.m. to 7:00 p.m.
- 3) A minimum of four (4) hours will be paid for all emergency repair work.
- 4) The Contractor shall be responsible for notifying JULIE for all repairs as required.
- 5) The Contractor will not be responsible for daily JULIE locates of the City of Berwyn's utilities.
- 6) A City of Berwyn representative will be responsible for the coordination and shutting down of water mains so that the necessary repairs can be made.
- 7) The City of Berwyn will provide the Contractor a secured yard area for storage of equipment and construction materials.
- 8) The City of Berwyn will keep an inventory of selected repair materials which will be available for the use by the Contractor for the directed repair work. The Contractor shall have standard repair materials available for routine emergency repairs.
- 9) The Contractor shall be licensed and bonded by the City of Berwyn before work is started.
- 10) The Contractor shall be competent in the repair and maintenance of fire hydrants made by multiple manufacturers.

**\*SPECIAL PROVISION \***

**WATER AND SEWER UTILITY MAINTENANCE (Continued)**

- 11) The Contractor shall have a licensed plumber on-site for performance of work as required by the Illinois Plumbing Code.
- 12) The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, and guiding traffic through right-of-way areas scheduled for maintenance. Placement and maintenance of all traffic control devices shall be as directed by the Owner and in accordance with the applicable parts of Sections 701 and 703 of the "Standard Specifications for Road and Bridge Construction" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", as applicable.
- 13) The City of Berwyn and the Contractor shall review and determine the appropriate number of workers and equipment furnished by the Contractor for the specific repair. Any workers or equipment deemed by the City of Berwyn to be excessive or unnecessary to complete the repair will not be paid for.
- 14) The Contract period will be from the time the contract is executed and the Contractor receives the "Notice to Proceed" until 12:00 Midnight, December 31, 2016.
- 15) The City of Berwyn shall also have the option of extending this Contract for a period of one (1) year, from 12:01 a.m. January 1, 2017 to 12:00 Midnight, December 31, 2017, under the same terms and conditions as the original contract. The City of Berwyn will notify the Contractor in writing sixty (60) days prior to the expiration of the Contract of its intention to exercise this option. The Contractor shall also have the right to reject the extension of the contract period. Such rejection shall be made in writing a minimum of thirty (30) days prior to the expiration of the Contract period.
- 16) All excavated and spoil material from the repair work is to be transported to the City of Berwyn's Public works facility. The City of Berwyn will then assume the responsibility of disposal of the material.
- 17) The Contractor shall be responsible for leaving the repair location in a safe manner. This will entail back filling and cold patching all repair locations in a manner that will allow the location to be opened to traffic upon completion of the repair.

**\*SPECIAL PROVISION \***

**WATER AND SEWER UTILITY MAINTENANCE (Continued)**

**Basis of Payment:** The maintenance and repair of water and sewer utilities will be on an on-call basis and paid for on a Force Account Basis, as directed by the City of Berwyn. For bidding purposes, estimated quantities have been inserted in the Proposal Section for both labor and equipment. These quantities are estimates only. The Contractor will be paid for actual labor and equipment used on the project.

- (1) **Labor.** For all labor, the Contractor will be paid the Contract unit price per hour for "Foreman", "Equipment Operator", "Laborer", "Truck Driver" and "Plumber." For all labor forces in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage paid for each and every hour that said labor is actually engaged in such work.

The Contractor shall include in the Contract unit price the actual costs paid to, or on behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

The Contractor shall pay all labor employed on the project no less than the prevailing wage rates as described on page C-6 of the contract.

Property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes shall be included in the Contract unit price per hour for "Foreman", "Equipment Operator", "Laborer", "Truck Driver" and "Plumber."

- (2) **Materials.** For materials accepted by the Owner and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost five percent will be added.
- (3) **Equipment.** For the equipment listed in the "Schedule of Prices" the Contractor will receive the hourly equipment rental rate for the actual number of hours the equipment is used on the work, computed as outlined herein, at the Contract unit price per hour for "Backhoe, 50-100 HP, 1-2CY", "Backhoe 100-140 HP, 1-2CY", "Backhoe 140-180 HP, 1-2CY", "Skid Steer Including Bucket", "Hydraulic Hammer on Skid Steer", "Six Wheel Dump Truck", "Pick Up Truck", "Material Truck", "Front End Loader, 100-150 HP, 2-3CY", "Air Compressor, Truck Tractor with Rear Dump Semi Trailer", Flat Bed Trailer, and Trench Box 8'x16'."

\*SPECIAL PROVISION \*

WATER AND SEWER UTILITY MAINTENANCE (Continued)

For any machinery or special equipment (other than small tools), the use of which has been authorized by the Owner, the Contractor shall be paid according to the latest revision of the "EQUIPMENT WATCH RENTAL RATE BLUE BOOK" as recognized by the Illinois Department of Transportation. The equipment should be of a type and size reasonably required to complete the extra work.

- (4) **Traffic Control and Protection.** The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning and guiding traffic through the area of construction. Placement and maintenance of all traffic control devices shall be as directed by the Owner and in accordance with the applicable parts of Sections 701, 1084 and 1106 of the "Standard Specifications for Road and Bridge Construction" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", as applicable.

Wherever work is done under this project, barricades **with Type A low intensity flashing lights** shall be placed to protect vehicular and pedestrian traffic. Barricade lights shall be in accordance with Section 1106 of Standard Specifications.

For all traffic control and protection devices that are utilized, the Contractor shall receive the actual cost of such devices delivered on the work, to which cost five percent (5%) will be added.

- (5) **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (6) **Statements.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges.

However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

**\*SPECIAL PROVISION \***

**WATER AND SEWER UTILITY MAINTENANCE (Continued)**

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

- a. Name, classification, date, daily hours, total hours, rate and extension for each labor force that is used on the project. Payrolls shall be submitted to substantiate actual wages paid, if so requested by the City of Berwyn.
  - b. Designation dates, daily hours, total hours, equipment rates and extension for each unit of machinery and equipment.
  - c. Quantities of materials, prices and extensions.
  - d. Transportation of materials.
- (7) **Work Performed by an Approved Subcontractor.** When extra work is performed by an approved Subcontractor, the Contractor shall receive as administrative costs an amount equal to five percent of the total approved costs of such work with the Minimum payment being \$100.00.
- (8) All statements of the cost of force account work shall be furnished to the Owner not later than 60 days after the date of final inspection according to Article 105.13. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the City of Berwyn is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time, regardless of the manner or method of delivery.

**PROPOSAL BID BOND**

**RETURN WITH BID**

**OWNER** City of Berwyn  
**PROJECT:** 2015 Water & Sewer Utility Maintenance  
**PROJECT NO.:** 15087

WE \_\_\_\_\_ as **PRINCIPAL**, and

\_\_\_\_\_ as **SURETY**, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the Proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

**WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH** that, the said **PRINCIPAL** is submitting a written proposal to the **OWNER** acting through its awarding authority for the construction of the work designated as the above section.

**THEREFORE**, if the Proposal is accepted and a contract awarded to the **PRINCIPAL** by the **OWNER** for the above-designated section and the **PRINCIPAL** shall within fifteen (15) days after award enter into a formal Contract, furnish Surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

**IN THE EVENT** the **OWNER** determines the **PRINCIPAL** has failed to enter into a formal Contract in compliance with any requirements set forth in the preceding paragraph, then the **OWNER** acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

**IN TESTIMONY WHEREOF**, the said **PRINCIPAL** and the said **SURETY** have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2015.

**PRINCIPAL**

\_\_\_\_\_  
(Company Name)  
BY: \_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
(Company Name)  
BY: \_\_\_\_\_  
(Signature & Title)

(If **PRINCIPAL** is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

**SURETY**

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_ who are each personally  
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2015.

**NOTICE**  
1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.  
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires \_\_\_\_\_

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

RETURN WITH BID

<b>PROPOSAL</b>	<b>Owner:</b>	<b>CITY OF BERWYN</b>
	<b>Township:</b>	<b>BERWYN</b>
	<b>County:</b>	<b>COOK</b>
	<b>Project No.</b>	<b>15087</b>

1. PROPOSAL OF: \_\_\_\_\_

(Name and Address of Bidder)

and includes furnishing all labor, equipment, and materials necessary to maintain and repair water and sewer utilities on an on-call basis, as directed by the City of Berwyn.

2. The Plans and Specifications for the proposed improvement are those prepared by **FRANK NOVOTNY & ASSOCIATES, INC., 825 Midway Drive, Willowbrook, Illinois 60527**, and which Plans and/or Specifications are designated as:

**2015 Water & Sewer Utility Maintenance**

3. The general requirements and covenants that will govern over this project are those prepared by the Illinois Department of Transportation, and included in the "Standard Specifications for Road and Bridge Construction", adopted and in effect on the date of invitation for Bids.

4. The undersigned agrees to complete the work by **December 31, 2016**, unless additional time is granted in accordance with the Specifications.

5. Accompanying this Proposal is either a Bid Bond or a Proposal guarantee check, complying with the Specifications, made payable to the **City Treasurer** of the **City of Berwyn**. The amount of the Bid Security is:

\_\_\_\_\_  
(In Writing)

\_\_\_\_\_  
(In Figures)

RETURN WITH BID

PROPOSAL, Cont'd.

6. If this Proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond, as required herein, it is hereby agreed that the amount of the cash, check, or Bid Bond shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner, because of the failure to execute said Contract and Contract Bond; otherwise, said check, cash, or Bid Bond shall be returned to the undersigned.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. A bid will be declared unacceptable if there are omissions or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.
13. The undersigned submits herewith his "Schedule of Prices", **on the forms included in this section**, covering the work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that, if not so done, his Proposal may be rejected as irregular.

RETURN WITH BID

**PROPOSAL, Cont'd.**

(For complete information covering these items, see Plans and Specifications)

SCHEDULE OF PRICES				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	<b><u>Labor</u></b>			
1	Foreman	500 Hour	\$ _____	\$ _____
2	Foreman (OT)	150 Hour	\$ _____	\$ _____
3	Equipment Operator	1000 Hour	\$ _____	\$ _____
4	Equipment Operator (OT)	300 Hour	\$ _____	\$ _____
5	Laborer	1500 Hour	\$ _____	\$ _____
6	Laborer (OT)	450 Hour	\$ _____	\$ _____
7	Truck Driver	500 Hour	\$ _____	\$ _____
8	Truck Driver (OT)	150 Hour	\$ _____	\$ _____
9	Plumber	250 Hour	\$ _____	\$ _____
10	Plumber (OT)	75 Hour	\$ _____	\$ _____
	<b><u>Equipment</u></b>			
11	Backhoe, 50-100 HP, 1-2CY	500 Hour	\$ _____	\$ _____
12	Backhoe, 100-140 HP, 1-2CY	500 Hour	\$ _____	\$ _____
13	Backhoe, 140-180 HP, 1-2CY	500 Hour	\$ _____	\$ _____
14	Skid Steer Including Bucket	500 Hour	\$ _____	\$ _____
15	Hydraulic Hammer on Skid Steer	500 Hour	\$ _____	\$ _____
16	Six Wheel Dump Truck	500 Hour	\$ _____	\$ _____
17	Pick Up Truck	500 Hour	\$ _____	\$ _____
18	Material Truck	500 Hour	\$ _____	\$ _____
19	Front End Loader, 100-150HP, 2-3CY	500 Hour	\$ _____	\$ _____
20	Air Compressor	500 Hour	\$ _____	\$ _____
21	Truck Tractor with Rear Dump Semi Trailer	500 Hour	\$ _____	\$ _____
22	Flat Bed Trailer	500 Hour	\$ _____	\$ _____
<b>SUB-TOTAL:</b>				\$ _____

RETURN WITH BID

**PROPOSAL, Cont'd.**

(For complete information covering these items, see Plans and Specifications)

SCHEDULE OF PRICES				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
	<b>SUB-TOTAL BROUGHT FORWARD.....</b>			\$ _____
23	Trench Box 8' x16'	500 Hour	\$ _____	\$ _____
<b>BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT :</b>				<b>\$ _____</b>

**RETURN WITH BID**

**(If an individual)**

Signature of Bidder \_\_\_\_\_  
Business Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

---

**(If a partnership)**

Firm Name \_\_\_\_\_  
Signed By \_\_\_\_\_  
Business Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Insert Names and Addresses  
Of All Partners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**(If a corporation)**

Corporate Name \_\_\_\_\_  
Signed By \_\_\_\_\_ **President**  
Business Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Insert Names of Officers:  
President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_  
**Secretary**

( S E A L )

RETURN WITH BID

**CERTIFICATE OF UNDERSTANDING**  
**REGARDING**  
**HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS**

OWNER: CITY OF BERWYN PROJECT NO.: 15087  
PROJECT DESCRIPTION: 2015 WATER & SEWER UTILITY MAINTENANCE

THIS IS TO CERTIFY THAT I, \_\_\_\_\_, President/Principal/Partner of \_\_\_\_\_ (hereinafter referred to as the "Contractor"), have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same.

I, FURTHER AGREE AND CERTIFY, that if awarded a Contract for the above named project, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner, the City of Berwyn, the Engineer, Frank Novotny & Associates, Inc., and any and all other entities so named in said "Insurance Requirements" section.

I, FURTHER UNDERSTAND, that all expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements.

FINALLY, I UNDERSTAND AND AGREE, that if said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner and/or Engineer relating to the subject project.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CONTRACTOR'S NAME:

\_\_\_\_\_  
ADDRESS \_\_\_\_\_

\_\_\_\_\_  
SIGNED BY: \_\_\_\_\_  
(President/Principal/Partner)

WITNESS:

BY: \_\_\_\_\_  
(SECRETARY/NOTARY)

\_\_\_\_\_  
(Typed/Printed Name)

(S E A L)

**RETURN WITH BID**

**CONTRACTOR'S BID RIGGING CERTIFICATION**

As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) \_\_\_\_\_

(Print Name of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership) (Sole Proprietorship)

as part of his/its bid on this Contract hereby certifies that the Contractor is not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

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

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

**CONTRACTOR'S TAX DELINQUENCY CERTIFICATION**

As required under 65 ILCS 5/11-42.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

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

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

STATE OF ILLINOIS    )  
COUNTY OF \_\_\_\_\_) - SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

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

\_\_\_\_\_  
(Notary Public)

(NOTARY SEAL)

RETURN WITH BID

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- A. Publishing a statement:
- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace.
  - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - 3) Notifying the employee that, as a condition of employment on such Contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug-free awareness program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
  - 2) the grantee's or Contractor's policy of maintaining a drug-free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) the penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction.

RETURN WITH BID

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION, Cont'd.**

- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties in 30 ILCS 580/6.

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

Contractor: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF ILLINOIS    )  
COUNTY OF \_\_\_\_\_) - SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that \_\_\_\_\_ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

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

\_\_\_\_\_  
(Notary Public)

(NOTARY SEAL)

RETURN WITH BID

**SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION**

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **City of Berwyn** as follows:

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

**(complete either A or B below)**

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

RETURN WITH BID

**CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION**

\_\_\_\_\_ ("Contractor"),  
having submitted a bid/proposal for *2015 WATER & SEWER UTILITY MAINTENANCE* to the  
CITY OF BERWYN hereby certifies that said Contractor has a written sexual harassment policy  
in place in full compliance with 775 ILCS 5/2-105(A)(4).

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

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

Title: \_\_\_\_\_

STATE OF ILLINOIS    )  
COUNTY OF \_\_\_\_\_) - SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby  
certify that \_\_\_\_\_ (Name of Signatory) appeared before me this  
day in person and, being first duly sworn on oath, acknowledged that he/she executed the  
foregoing certification as his/her free act and deed.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Notary Public)

**(NOTARY SEAL)**



K-1

**The City of Berwyn**



**Nona N. Chapman**  
1<sup>st</sup> Ward Alderman

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675  
www.berwyn-il.gov

March 6, 2015

Mayor Robert J. Lovero  
Members of the City Council  
City of Berwyn

SUBJECT: Payroll February 25, 2015

Ladies and Gentlemen:

The current payroll has been prepared for review by the finance department and is ready for approval at the March 10, 2015 meeting.

Payroll: February 25, 2015 in the amount of \$1,042,418.37

Respectfully Submitted,

A handwritten signature in cursive script that reads "Nona N. Chapman".

Nona N. Chapman  
Budget Committee Chairman

K-2

**The City of Berwyn**



**Nona N. Chapman**  
1<sup>st</sup> Ward Alderman

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 749-6401 Fax: (708) 788-2675  
www.berwyn-il.gov

March 6, 2015

Mayor Robert J. Lovero  
Members of the City Council  
City of Berwyn

SUBJECT: Payables March 10, 2015

Ladies and Gentlemen:

The current payables were prepared for review by the finance department and are ready for approval at the March 10, 2015 meeting.

Total Payables: March 10, 2015 in the amount of \$1,124,439.64

Respectfully Submitted,

*Nona N. Chapman*

Nona N. Chapman  
Budget Committee Chairman

# Payment Register

From Payment Date: 3/7/2014 - To Payment Date: 3/6/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
01 - General Cash									
Check									
30682	02/25/2015	Open			Accounts Payable	Konica Minolta Business Solutions	\$2,300.00		
30683	02/25/2015	Open			Accounts Payable	Marble & Granite Design, LLC	\$4,280.00		
30684	02/25/2015	Open			Accounts Payable	Menards	\$12,550.79		
30685	02/25/2015	Open			Accounts Payable	PHS Locksmith	\$105.00		
30686	02/25/2015	Open			Accounts Payable	Reserve Account	\$10,000.00		
30687	03/04/2015	Open			Accounts Payable	AC Advanced Cabinets Corporation	\$1,280.86		
30688	03/04/2015	Open			Accounts Payable	Ascot Systems	\$1,589.00		
30689	03/04/2015	Open			Accounts Payable	Suburban Law Enforcement	\$30.00		
30690	03/06/2015	Open			Accounts Payable	The Autobarn Limited	\$9,000.00		
30691	03/06/2015	Open			Accounts Payable	7 Brothers Upholstery	\$75.00		
30692	03/06/2015	Open			Accounts Payable	A & A Sprinkler Company, Inc.	\$500.00		
30693	03/06/2015	Open			Accounts Payable	A American Veterinary Hospital	\$360.00		
30694	03/06/2015	Open			Accounts Payable	ABC Automotive Electronics	\$309.30		
30695	03/06/2015	Open			Accounts Payable	ABC Commercial Maintenance Services, Inc.	\$16,536.65		
30696	03/06/2015	Open			Accounts Payable	Access Search Contract Services, LLC	\$1,712.50		
30697	03/06/2015	Open			Accounts Payable	AETNA	\$29,694.83		
30698	03/06/2015	Open			Accounts Payable	Air One Equipment, Inc.	\$47.00		
30699	03/06/2015	Open			Accounts Payable	Airgas North Central	\$217.44		
30700	03/06/2015	Open			Accounts Payable	Alliance Entertainment	\$787.90		
30701	03/06/2015	Open			Accounts Payable	American Legal Publishing Corporation	\$399.00		
30702	03/06/2015	Open			Accounts Payable	American Library Association - Atlanta	\$252.60		
30703	03/06/2015	Open			Accounts Payable	American Red Cross-Health & Safety Services	\$27.00		
30704	03/06/2015	Open			Accounts Payable	Aqua Chill of Chicago # 22	\$287.00		
30705	03/06/2015	Open			Accounts Payable	Ascot Systems	\$325.00		
30706	03/06/2015	Open			Accounts Payable	AT & T	\$5,128.25		
30707	03/06/2015	Open			Accounts Payable	AT & T	\$10,751.83		
30708	03/06/2015	Open			Accounts Payable	AT & T Long Distance	\$2,123.97		
30709	03/06/2015	Open			Accounts Payable	AT& T	\$7,886.11		
30710	03/06/2015	Open			Accounts Payable	AT& T	\$1,960.69		
30711	03/06/2015	Open			Accounts Payable	Atlas Bobcat, LLC	\$90.22		
30712	03/06/2015	Open			Accounts Payable	Avery's Services	\$725.00		
30713	03/06/2015	Open			Accounts Payable	AWESOME Pest Service	\$755.00		
30714	03/06/2015	Open			Accounts Payable	B. Davids Landscaping	\$1,170.00		
30715	03/06/2015	Open			Accounts Payable	Baker & Taylor Entertainment, Inc.	\$47.98		
30716	03/06/2015	Open			Accounts Payable	Barbara Bormann, HDC	\$125.00		
30717	03/06/2015	Open			Accounts Payable	Barge Terminal & Trucking	\$3,369.18		
30718	03/06/2015	Open			Accounts Payable	Bayscan Technologies	\$688.00		
30719	03/06/2015	Open			Accounts Payable	Berwyn Ace Hardware	\$159.66		
30720	03/06/2015	Open			Accounts Payable	Berwyn Western Plumbing & Heating	\$2,456.89		
30721	03/06/2015	Open			Accounts Payable	Berwyn's Violet Flower Shop	\$220.00		
30722	03/06/2015	Open			Accounts Payable	Bills & Son Clarence Ave Service Station, Inc.	\$43.00		
30723	03/06/2015	Open			Accounts Payable	Bus & Truck of Chicago, Inc.	\$150.00		
30724	03/06/2015	Open			Accounts Payable	Case Lots, Inc.	\$536.48		

# Payment Register

From Payment Date: 3/7/2014 - To Payment Date: 3/6/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
30726	03/06/2015	Open			Accounts Payable	CaseWare International, Inc.	\$360.00		
30727	03/06/2015	Open			Accounts Payable	Cassidy Tire	\$46.00		
30728	03/06/2015	Open			Accounts Payable	CDS Office Technologies	\$2,447.00		
30729	03/06/2015	Open			Accounts Payable	CDW Government, Inc.	\$1,046.68		
30730	03/06/2015	Open			Accounts Payable	Chicago Office Products Co.	\$1,675.01		
30731	03/06/2015	Open			Accounts Payable	Chicago Tribune	\$30.00		
30732	03/06/2015	Open			Accounts Payable	Chromate Industrial Corporation	\$691.00		
30733	03/06/2015	Open			Accounts Payable	Citadel	\$198.00		
30734	03/06/2015	Open			Accounts Payable	Comcast Cable	\$93.46		
30735	03/06/2015	Open			Accounts Payable	ComEd	\$1,966.37		
30736	03/06/2015	Open			Accounts Payable	ComEd	\$23,289.89		
30737	03/06/2015	Open			Accounts Payable	Communication Revolving Fund	\$498.55		
30738	03/06/2015	Open			Accounts Payable	Complete Temperature Systems, Inc.	\$606.00		
30739	03/06/2015	Open			Accounts Payable	Conserv.FS, Inc.	\$305.10		
30740	03/06/2015	Open			Accounts Payable	Constellation New Energy, Inc.	\$300.38		
30741	03/06/2015	Open			Accounts Payable	Constellation New Energy, Inc.	\$1,040.69		
30742	03/06/2015	Open			Accounts Payable	Constellation New Energy, Inc.	\$5,508.78		
30743	03/06/2015	Open			Accounts Payable	COTG	\$62.18		
30744	03/06/2015	Open			Accounts Payable	Crain's Chicago Business	\$35.00		
30745	03/06/2015	Open			Accounts Payable	Day & Robert, P.C.	\$1,295.00		
30746	03/06/2015	Open			Accounts Payable	Dearborn National Life Insurance Company	\$6,296.74		
30747	03/06/2015	Open			Accounts Payable	Dell Marketing, LP	\$6,932.85		
30748	03/06/2015	Open			Accounts Payable	Demco Educational Corporation	\$128.14		
30749	03/06/2015	Open			Accounts Payable	Denis O'Halloran	\$689.59		
30750	03/06/2015	Open			Accounts Payable	Diamond Graphics, Inc.	\$628.00		
30751	03/06/2015	Open			Accounts Payable	Donegal Excavating, Inc.	\$20,770.00		
30752	03/06/2015	Open			Accounts Payable	E & M Maintenance Group	\$465.00		
30753	03/06/2015	Open			Accounts Payable	eDot	\$5,414.00		
30754	03/06/2015	Open			Accounts Payable	Elite Document Solutions	\$382.77		
30755	03/06/2015	Open			Accounts Payable	Emergency Vehicle Technologies	\$549.90		
30756	03/06/2015	Open			Accounts Payable	Federal Express Corporation	\$213.00		
30757	03/06/2015	Open			Accounts Payable	Felco Vending, Inc.	\$541.60		
30758	03/06/2015	Open			Accounts Payable	Freeway Ford Truck Sales, Inc.	\$664.28		
30759	03/06/2015	Open			Accounts Payable	Fullmer Locksmith Service, Inc.	\$140.00		
30760	03/06/2015	Open			Accounts Payable	Gale / Cengage	\$179.17		
30761	03/06/2015	Open			Accounts Payable	Gary T. Copp	\$660.00		
30762	03/06/2015	Open			Accounts Payable	GECRB / AMAZON	\$624.15		
30763	03/06/2015	Open			Accounts Payable	Gem Business Forms, Inc.	\$3,293.30		
30764	03/06/2015	Open			Accounts Payable	Genesis Property Renewal, LLC	\$1,475.00		
30765	03/06/2015	Open			Accounts Payable	Green Earth Supply	\$1,349.38		
30766	03/06/2015	Open			Accounts Payable	GSBS Basketball	\$1,000.00		
30767	03/06/2015	Open			Accounts Payable	Hansen Door	\$429.88		
30768	03/06/2015	Open			Accounts Payable	Health Care Service Corporation	\$679,942.59		
30769	03/06/2015	Open			Accounts Payable	Hipskind	\$1,303.66		
30770	03/06/2015	Open			Accounts Payable	Illinois Association of Property & Evidence Mgrs.	\$125.00		
30771	03/06/2015	Open			Accounts Payable	Illinois Fire Chiefs Association	\$600.00		
30772	03/06/2015	Open			Accounts Payable	Illinois Fire Safety Alliance	\$105.00		
30773	03/06/2015	Open			Accounts Payable	Illinois Paper & Copier Company	\$1,728.58		

# Payment Register

From Payment Date: 3/7/2014 - To Payment Date: 3/6/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
30774	03/06/2015	Open			Accounts Payable	Illinois Workers' Compensation Commission	\$1,728.79		
30775	03/06/2015	Open			Accounts Payable	Infinity Communications Group	\$201.98		
30776	03/06/2015	Open			Accounts Payable	Ingram Library Services	\$2,539.38		
30777	03/06/2015	Open			Accounts Payable	Italian American Political Coalition	\$100.00		
30778	03/06/2015	Open			Accounts Payable	Jack's Rental, Inc.	\$537.61		
30779	03/06/2015	Open			Accounts Payable	JNC Consulting, Inc.	\$3,600.00		
30780	03/06/2015	Open			Accounts Payable	Joe Rizza Ford	\$29.35		
30781	03/06/2015	Open			Accounts Payable	John Tarullo	\$4,030.00		
30782	03/06/2015	Open			Accounts Payable	Kankakee Truck Equipment	\$5,071.00		
30783	03/06/2015	Open			Accounts Payable	Konica Minolta Business Solutions	\$716.39		
30784	03/06/2015	Open			Accounts Payable	L - K Fire Extinguisher Service	\$470.45		
30785	03/06/2015	Open			Accounts Payable	Lawndale News	\$197.70		
30786	03/06/2015	Open			Accounts Payable	Leahy-Wolf	\$2,000.88		
30787	03/06/2015	Open			Accounts Payable	Linton Company	\$717.02		
30788	03/06/2015	Open			Accounts Payable	Lyons Tree Service, Inc.	\$17,594.00		
30789	03/06/2015	Open			Accounts Payable	M. K. Sports	\$3,692.00		
30790	03/06/2015	Open			Accounts Payable	Marion Olea	\$26.00		
30791	03/06/2015	Open			Accounts Payable	Marissa Garcia	\$8.25		
30792	03/06/2015	Open			Accounts Payable	Martin-Aire Heating & Cooling, Inc.	\$806.00		
30793	03/06/2015	Open			Accounts Payable	McCann Industries, Inc.	\$1,301.69		
30794	03/06/2015	Open			Accounts Payable	Medical Reimbursement Services, Inc.	\$3,826.77		
30795	03/06/2015	Open			Accounts Payable	Menards	\$94.29		
30796	03/06/2015	Open			Accounts Payable	Menards	\$512.58		
30797	03/06/2015	Open			Accounts Payable	Menards	\$196.98		
30798	03/06/2015	Open			Accounts Payable	Metro Collision Service / Metro Garage, Inc.	\$25.00		
30799	03/06/2015	Open			Accounts Payable	Metropolitan Fire Chiefs Association of Illinois	\$160.00		
30800	03/06/2015	Open			Accounts Payable	Micro Marketing, LLC	\$101.20		
30801	03/06/2015	Open			Accounts Payable	Midwest Tape	\$571.71		
30802	03/06/2015	Open			Accounts Payable	Mike & Sons	\$5,049.50		
30803	03/06/2015	Open			Accounts Payable	Monroe Truck Equipment, Inc.	\$787.73		
30804	03/06/2015	Open			Accounts Payable	MIRA	\$20,377.25		
30805	03/06/2015	Open			Accounts Payable	Municipal Clerks of Illinois	\$60.00		
30806	03/06/2015	Open			Accounts Payable	Newegg Business	\$340.81		
30807	03/06/2015	Open			Accounts Payable	Nextel Communications	\$685.50		
30808	03/06/2015	Open			Accounts Payable	Nicor Gas	\$2,244.84		
30809	03/06/2015	Open			Accounts Payable	Northeast Multi-Regional Training, Inc.	\$75.00		
30810	03/06/2015	Open			Accounts Payable	OFFICE DEPOT	\$869.49		
30811	03/06/2015	Open			Accounts Payable	Oriental Trading Company	\$163.93		
30812	03/06/2015	Open			Accounts Payable	Otis Elevator Company	\$2,130.47		
30813	03/06/2015	Open			Accounts Payable	PACE Vanpool	\$400.00		
30814	03/06/2015	Open			Accounts Payable	Patten Industries, Inc.	\$3,650.00		
30815	03/06/2015	Open			Accounts Payable	Pittek O'Hare	\$744.18		
30816	03/06/2015	Open			Accounts Payable	Poetry	\$26.00		
30817	03/06/2015	Open			Accounts Payable	Professional Pest Control, Inc.	\$120.00		
30818	03/06/2015	Open			Accounts Payable	Public Engines, Inc.	\$3,588.00		

# Payment Register

From Payment Date: 3/7/2014 - To Payment Date: 3/6/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
30819	03/06/2015	Open			Accounts Payable	R.D.V. Electric, Inc.	\$425.00		
30820	03/06/2015	Open			Accounts Payable	Random House, Inc.	\$56.25		
30821	03/06/2015	Open			Accounts Payable	Ray O'Herron Company, Inc.	\$6,217.90		
30822	03/06/2015	Open			Accounts Payable	Research Technology International	\$312.35		
30823	03/06/2015	Open			Accounts Payable	Ricico Construction Corporation	\$8,768.38		
30824	03/06/2015	Open			Accounts Payable	Richard C. Dahms	\$1,185.00		
30825	03/06/2015	Open			Accounts Payable	Rocky Mountain Tracking, Inc.	\$779.40		
30826	03/06/2015	Open			Accounts Payable	Romeoville Fire Academy	\$325.00		
30827	03/06/2015	Open			Accounts Payable	Roscoe Company	\$928.92		
30828	03/06/2015	Open			Accounts Payable	Runnon Equipment Company	\$4,981.46		
30829	03/06/2015	Open			Accounts Payable	Rush Truck Centers of Illinois, Inc.	\$149.66		
30830	03/06/2015	Open			Accounts Payable	Saber-Tooth Computing	\$2,000.00		
30831	03/06/2015	Open			Accounts Payable	Sami's Club / Synchrony Bank	\$624.76		
30832	03/06/2015	Open			Accounts Payable	Scout Electric Supply	\$98.00		
30833	03/06/2015	Open			Accounts Payable	Sentimental Productions	\$120.00		
30834	03/06/2015	Open			Accounts Payable	Shenwin Williams Company	\$31.07		
30835	03/06/2015	Open			Accounts Payable	Showcases	\$47.20		
30836	03/06/2015	Open			Accounts Payable	Sirchie Finger Print Laboratories	\$106.90		
30837	03/06/2015	Open			Accounts Payable	Sprint	\$1,267.52		
30838	03/06/2015	Open			Accounts Payable	Standard Equipment Company	\$1,384.64		
30839	03/06/2015	Open			Accounts Payable	Stella's Baiting Cages & Restaurant	\$1,375.00		
30840	03/06/2015	Open			Accounts Payable	Suburban Laboratories, Inc.	\$355.00		
30841	03/06/2015	Open			Accounts Payable	SWAN	\$722.27		
30842	03/06/2015	Open			Accounts Payable	Tele-Tron Ace Hardware	\$184.50		
30843	03/06/2015	Open			Accounts Payable	The Depository Trust & Clearing Corporation	\$52.79		
30844	03/06/2015	Open			Accounts Payable		\$232.00		
30845	03/06/2015	Open			Accounts Payable	The Library Store	\$161.22		
30846	03/06/2015	Open			Accounts Payable	The Sign Edge	\$25.00		
30847	03/06/2015	Open			Accounts Payable	Thomas J. Pavlik	\$35.65		
30848	03/06/2015	Open			Accounts Payable	Thomson Reuters- West	\$30.00		
30849	03/06/2015	Open			Accounts Payable	Toy's 'R' Us	\$822.80		
30850	03/06/2015	Open			Accounts Payable	Traffic Control & Protection, Inc.	\$3,991.90		
30851	03/06/2015	Open			Accounts Payable	Treasurer, State of Illinois	\$692.80		
30852	03/06/2015	Open			Accounts Payable	Truckpro - Chicago	\$58.49		
30853	03/06/2015	Open			Accounts Payable	Truque Automotive	\$814.88		
30854	03/06/2015	Open			Accounts Payable	Uniqe Plumbing	\$61,219.83		
30855	03/06/2015	Open			Accounts Payable	Upstart, Inc.	\$1,272.60		
30856	03/06/2015	Open			Accounts Payable	US Gas	\$126.80		
30857	03/06/2015	Open			Accounts Payable	USIC Locating Services, Inc.	\$1,250.09		
30858	03/06/2015	Open			Accounts Payable	Van Meter & Associates, Inc.	\$1,040.00		
30859	03/06/2015	Open			Accounts Payable	Vanguard Security Co.	\$3,224.00		
30860	03/06/2015	Open			Accounts Payable	Verizon Wireless - LeHigh	\$226.78		
30861	03/06/2015	Open			Accounts Payable	Vermeer - Illinois, Inc.	\$1,413.74		
30862	03/06/2015	Open			Accounts Payable	Walgreens Company	\$606.47		
30863	03/06/2015	Open			Accounts Payable	West Central Municipal Conference	\$450.00		
30864	03/06/2015	Open			Accounts Payable	Dawn Trimmel	\$266.27		
30865	03/06/2015	Open			Accounts Payable	Donald Melka	\$50.00		
30866	03/06/2015	Open			Accounts Payable	Eduardo Rojo	\$1,475.00		
30867	03/06/2015	Open			Accounts Payable	Elizabeth Cambray	\$1,475.00		

# Payment Register

From Payment Date: 3/7/2014 - To Payment Date: 3/6/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
30868	03/06/2015	Open			Accounts Payable	Foud Alhounud Aligel	\$100.00	\$0.00	\$100.00
30869	03/06/2015	Open			Accounts Payable	Francisco Pita	\$3,300.00	\$0.00	\$3,300.00
30870	03/06/2015	Open			Accounts Payable	Glen Janacek	\$15.00	\$0.00	\$15.00
30871	03/06/2015	Open			Accounts Payable	Gloria Bueno	\$50.00	\$0.00	\$50.00
30872	03/06/2015	Open			Accounts Payable	Hampton Inn	\$636.69	\$0.00	\$636.69
30873	03/06/2015	Open			Accounts Payable	Hedaya Bataineh	\$50.00	\$0.00	\$50.00
30874	03/06/2015	Open			Accounts Payable	Jose Antonio Rojas	\$500.00	\$0.00	\$500.00
30875	03/06/2015	Open			Accounts Payable	Kestler Digital Printing Inc.	\$1,450.00	\$0.00	\$1,450.00
30876	03/06/2015	Open			Accounts Payable	Louis Del Fracco	\$15.00	\$0.00	\$15.00
30877	03/06/2015	Open			Accounts Payable	Marilyn Rodriguez	\$250.00	\$0.00	\$250.00
30878	03/06/2015	Open			Accounts Payable	Medieval Times Dinner & Tournament, Illinois	\$906.40	\$0.00	\$906.40
30879	03/06/2015	Open			Accounts Payable	Michael Perez	\$100.00	\$0.00	\$100.00
30880	03/06/2015	Open			Accounts Payable	Sarah Edwards	\$50.00	\$0.00	\$50.00
30881	03/06/2015	Open			Accounts Payable	Scott Cione	\$15.00	\$0.00	\$15.00
30882	03/06/2015	Open			Accounts Payable	Socorro Salazar	\$100.00	\$0.00	\$100.00
30883	03/06/2015	Open			Accounts Payable	Vince Stillo	\$15.00	\$0.00	\$15.00
30884	03/06/2015	Open			Accounts Payable	Yanire Coss	\$1,475.00	\$0.00	\$1,475.00
30885	03/06/2015	Open			Accounts Payable	Zelma Locke	\$201.71	\$0.00	\$201.71
Type Check Totals:							\$1,124,439.64		
01 - General Cash Totals							\$1,124,439.64		

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
All	Open	204	\$1,124,439.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total	204	\$1,124,439.64	\$0.00	
Checks	Open	204	\$1,124,439.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total	204	\$1,124,439.64	\$0.00	
All	Open	204	\$1,124,439.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total	204	\$1,124,439.64	\$0.00	

K-3  
Robert J. Lovero  
Mayor



Charles D. Lazzara  
Building Director

**A Century of Progress with Pride**

6700 West 26<sup>th</sup> Street Berwyn, Illinois 60402-0701 Telephone: (708) 788-2660 Fax: (708) 788-1427  
www.berwyn-il.gov

**March 4, 2015**

**Honorable Robert J. Lovero  
Mayor of the City of Berwyn  
Members of City Council**

**Re: Building and Local Improvement Permits**

**Gentlemen:**

**Attached is the financial report of Building and Local Improvement Permits issued by the City of Berwyn for the month of February 2015, along with a copy of Permit Statistics for this same period.**

**Respectfully,**

**Charles D. Lazzara  
Building Director**

# Report Of Building Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	Issued	Permit No.	Improvements	Cost Of Permit
Laura S. Royer 1444 S. Clinton Avenue	2/25/2015	Bldg-B	8118-1	\$0.00
Exodus I LLC 1446 S. Cuyler Avenue	2/26/2015	Bldg-B	8121-1	\$0.00
Exodus 1 LLC 6924 W. 29th Street	2/11/2015	Bldg-B	8128-2	\$0.00
Peters Insurance Agency, Inc 1933 S. Home Avenue	2/12/2015	Bldg-B	8131-1	\$0.00
Christian Carrera 2344 S. Clinton Avenue	2/27/2015	Bldg-B	8146-1	\$0.00
AR Funding 2215 S. Scoville Avenue	2/5/2015	Bldg-B	8149-1	\$0.00
AR Funding 2215 S. Scoville Avenue	2/6/2015	Bldg-B	8149-2	\$0.00
Martin Kuglia 1902 S. Home Avenue	2/11/2015	Bldg-B	8151-1	\$0.00
Lesny LLC 3327-29 S. Clinton Avenue	2/4/2015	Bldg-B	8153-0	\$50,000.00
PETER HIGHLAND LTD/PETER 2445 S. Scoville Avenue	2/9/2015	Bldg-B	8154-0	\$30,000.00
Juan & Maria Cadenas 2414 S. Harvey Avenue	2/12/2015	Gar-B	8155-0	\$600.00
SNL Realty LLC 2729 S. Kenilworth Avenue	2/17/2015	Bldg-B	8156-0	\$58,500.00
IH2 Properties LLC 1536 S. Euclid Avenue	2/17/2015	Bldg-B	8157-0	\$24,174.50
Kenneth Jakubowski 3822 S. Kenilworth Avenue	2/17/2015	Gar-B	8158-0	\$9,090.00
Helen Gravan 6300 W. Ogden Avenue	2/18/2015	Bldg-B	8159-0	\$8,000.00

# Report Of Building Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	Issued	Permit No.	Improvements	Permit	Cost Of
Andres Soto 3726 S. Wesley Avenue	2/19/2015	Bldg-B	8160-0	\$24,900.00	\$2,690.00
Nick DeGiorgio & Janet DeGiorgi 3613 S. Oak Park Avenue	2/20/2015	Gar-B	8161-0	\$13,000.00	\$355.00
Charles & Rosalba Burke 1801 S. Ridgeland Avenue	2/23/2015	Bldg-B	8162-0	\$24,000.00	\$850.00
Rhoades Brothers Inc. 3201 S. Scoville Avenue	2/24/2015	Bldg-B	8163-0	\$18,400.00	\$795.00
Berta Castrejon 2315 S. East Avenue	2/24/2015	Bldg-B	8164-0	\$9,000.00	\$650.00
Yan and Arp, LLC 2120 S. Wesley Avenue	2/27/2015	Bldg-B	8165-0	\$20,000.00	\$1,015.00
Martin Pena 1928 S. Highland Avenue	2/27/2015	Bldg-B	8166-0	\$23,000.00	\$1,355.00
Hawk Homes Illinois LLC 2241 S. Highland Avenue	2/13/2015	Bldg-R	7898-2	\$0.00	\$130.00
Christian Carrera 1215 S. Wenonah Avenue	2/17/2015	Bldg-R	7967-5	\$0.00	\$50.00
Christian Carrera 1215 S. Wenonah Avenue	2/18/2015	Bldg-R	7967-6	\$0.00	\$65.00

# Report Of Building Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Name and Address Between: 2/1/2015 And 2/28/2015

25 Building Permits Issued During Period

Issued	Permit No.	Improvements	Cost Of Permit
Totals . . . . .		<u>\$312,664.50</u>	<u>\$20,185.00</u>

# Permits Issued By The Building Department

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

<u>Building</u>	Permits Issued: 22	Cost of Improvements: \$289,974.50
<u>Dumpster</u>	Permits Issued: 2	Cost of Improvements: \$600.00
<u>Electrical</u>	Permits Issued: 18	Cost of Improvements: \$24,754.00
<u>Garage</u>	Permits Issued: 3	Cost of Improvements: \$22,690.00
<u>HVAC</u>	Permits Issued: 11	Cost of Improvements: \$43,804.00
<u>Local Improvement</u>	Permits Issued: 87	Cost of Improvements: \$1,354,430.34
<u>Plumbing</u>	Permits Issued: 16	Cost of Improvements: \$53,536.20
<u>POD</u>	Permits Issued: 1	Cost of Improvements: \$0.00
<u>Roofing</u>	Permits Issued: 6	Cost of Improvements: \$57,315.00
<u>Sign</u>	Permits Issued: 4	Cost of Improvements: \$12,020.00
<b>Total Permits: <u>170</u></b>		<b>Total Improvements: <u>\$1,859,124.04</u></b>

## Fees Collected

Building Permit	\$4,040.00
Building Final	\$5,580.00
Chimney Liner Inspection	\$50.00
Masonry Final Inspection	\$290.00
Local Improvement Permit	\$18,175.50
Electrical Fees	\$620.00

# Permits Issued By The Building Department

Wednesday, March 04, 2015

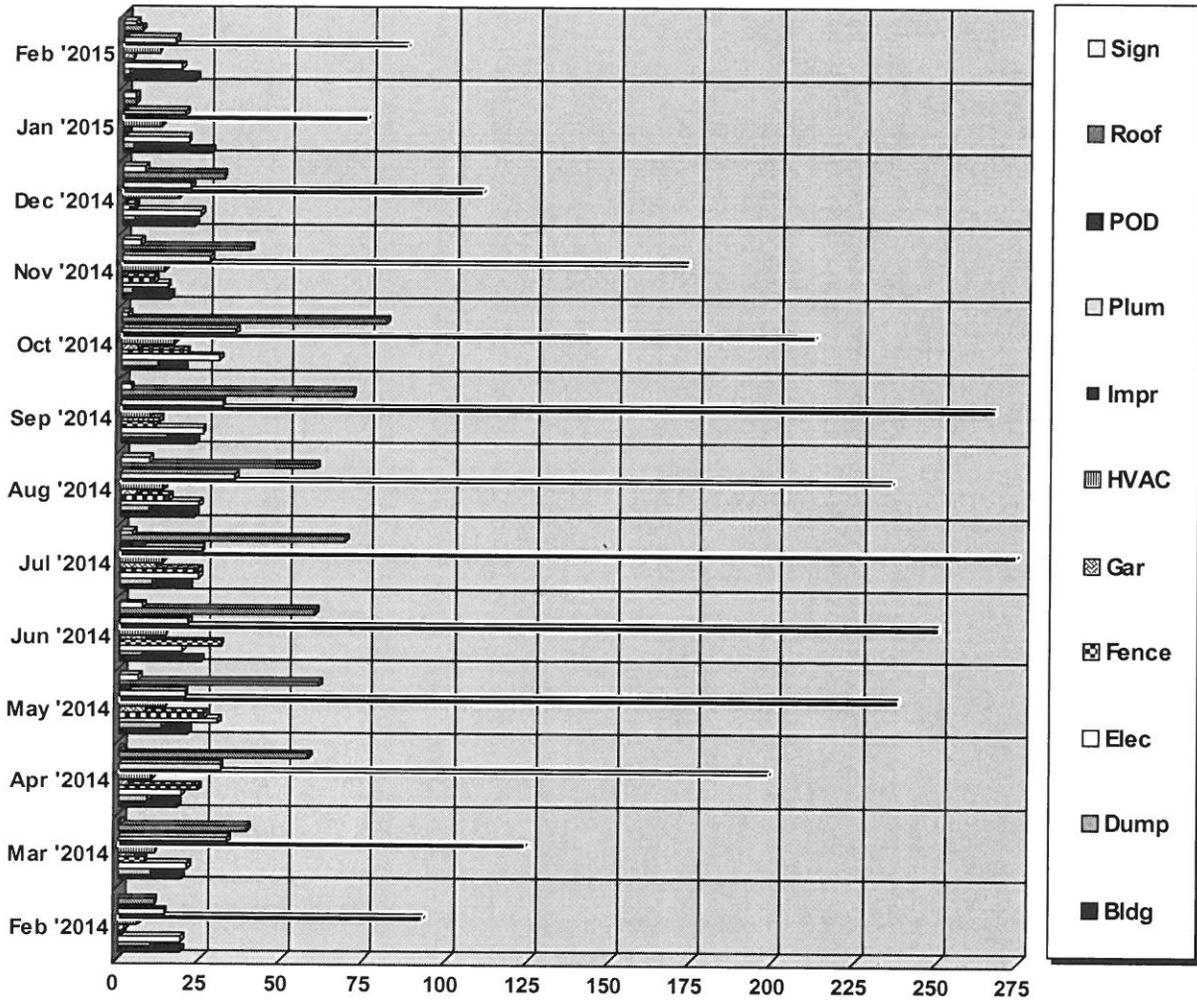
Between: 2/1/2015 And 2/28/2015

Electric (Underground)	\$200.00
Electrical Service	\$250.00
Electrical Inspection	\$7,596.00
Signs	\$415.00
Footing Inspection	\$50.00
Framing Inspection	\$3,120.00
Inspection	\$230.00
Plumbing Fees	\$880.00
Plumbing Inspection	\$6,250.00
Plumbing Inspection (Underground)	\$1,100.00
RPZ Test	\$350.00
Water Pressure Test Inspection	\$100.00
HVAC Permit	\$625.00
HVAC Inspection	\$6,905.00
Service Charge	\$1,492.00
Insulation/Fire Stopping Inspection	\$2,040.00
New Water Meter	\$525.00
Tap Fee	\$2,000.00
Demolition Fees	\$50.00
Dumpster	\$900.00
POD	\$50.00
Parkway Use	\$25.00
Parkway Inspection	\$50.00
Pre-Pour Inspection	\$300.00
Stack Test	\$1,000.00
Sidewalk Opening	\$75.00
Street Opening	\$225.00
Roof Covering Fees	\$872.50
Roof Final Inspection	\$600.00
Siding Final Inspection	\$150.00
Garage Permit	\$200.00
Gas Pressure	\$50.00
Fire Department	\$946.00
<b>Total Fees Collected . . . . .</b>	<b>\$68,377.00</b>

# Permits Issued

Wednesday, March 4, 2015 9:33 AM

For Period Beginning 2/1/2014 And Ending 2/28/2015



## Permit Detail

2015	February	Bldg	22		2014	December	Bldg	22	
2015	February	Dump	2		2014	December	Dump	4	
2015	February	Elec	18		2014	December	Elec	24	
2015	February	Gar	3		2014	December	Fence	4	
2015	February	HVAC	11		2014	December	HVAC	17	
2015	February	Impr	87		2014	December	Impr	110	
2015	February	Plum	16		2014	December	Plum	21	
2015	February	POD	1		2014	December	POD	3	
2015	February	Roof	6		2014	December	Roof	31	
2015	February	Sign	4		2014	December	Sign	7	
				170					243
2015	January	Bldg	27		2014	November	Bldg	15	
2015	January	Dump	3		2014	November	Dump	3	
2015	January	Elec	20		2014	November	Elec	14	
2015	January	Fence	1		2014	November	Fence	10	
2015	January	Gar	1		2014	November	Gar	1	
2015	January	HVAC	12		2014	November	HVAC	13	
2015	January	Impr	75		2014	November	Impr	173	
2015	January	Plum	19		2014	November	Plum	27	
2015	January	POD	1		2014	November	Roof	39	
2015	January	Roof	4		2014	November	Sign	6	
2015	January	Sign	4						301
				167					891

**Permit Detail**

2014	October	Bldg	19
2014	October	Dump	11
2014	October	Elec	30
2014	October	Fence	20
2014	October	Gar	5
2014	October	HVAC	16
2014	October	Impr	212
2014	October	Plum	35
2014	October	Roof	81
2014	October	Sign	2

431

2014	September	Bldg	23
2014	September	Dump	14
2014	September	Elec	25
2014	September	Fence	10
2014	September	Gar	12
2014	September	HVAC	9
2014	September	Impr	267
2014	September	Plum	31
2014	September	POD	4
2014	September	Roof	71
2014	September	Sign	3

469

2014	August	Bldg	23
2014	August	Dump	9
2014	August	Elec	24
2014	August	Fence	15
2014	August	Gar	5
2014	August	HVAC	13
2014	August	Impr	236
2014	August	Plum	35
2014	August	Roof	60
2014	August	Sign	9

429

2014	July	Bldg	21
2014	July	Dump	10
2014	July	Elec	24
2014	July	Fence	24
2014	July	Gar	11
2014	July	HVAC	13
2014	July	Impr	274
2014	July	Plum	25
2014	July	POD	7
2014	July	Roof	69
2014	July	Sign	4

482

2014	June	Bldg	25
2014	June	Dump	7
2014	June	Elec	19
2014	June	Fence	31
2014	June	Gar	8
2014	June	HVAC	14
2014	June	Impr	250
2014	June	Plum	21
2014	June	POD	2
2014	June	Roof	60
2014	June	Sign	7

444

2014	May	Bldg	21
2014	May	Dump	13
2014	May	Elec	30
2014	May	Fence	26
2014	May	Gar	8
2014	May	HVAC	14
2014	May	Impr	238
2014	May	Plum	20
2014	May	POD	3
2014	May	Roof	61
2014	May	Sign	6

440

2014	April	Bldg	18
2014	April	Dump	9
2014	April	Elec	19
2014	April	Fence	24
2014	April	Gar	3
2014	April	HVAC	10
2014	April	Impr	199
2014	April	Plum	31
2014	April	Roof	58
2014	April	Sign	1

372

2014	March	Bldg	19
2014	March	Dump	10
2014	March	Elec	21
2014	March	Fence	8
2014	March	Gar	5
2014	March	HVAC	11
2014	March	Impr	124
2014	March	Plum	33
2014	March	Roof	39
2014	March	Sign	1

271

2014	February	Bldg	19
2014	February	Dump	10
2014	February	Elec	19
2014	February	Fence	1
2014	February	Gar	2
2014	February	HVAC	6
2014	February	Impr	93
2014	February	Plum	14
2014	February	POD	2
2014	February	Roof	11

177

*Permit Detail*

**Total Permits Issued**      **4396**



# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Perry Marshall & Laura Marshal 3213 S. Wisconsin Avenue	16-31-110-004-000	R	2/4/2015 Elec-L	66938-0	\$1,500.00	\$140.00
			RUN NEW ELECTRIC FROM HOUSE TO GARAGE AND 2 NEW CIRCUITS IN GARAGE. JULIE # X0290891			
Yesinia Duarte 1910 S. Harvey Avenue	16-20-323-022-000	R	2/4/2015 Elec-L	66939-0	\$0.00	\$90.00
William J. Ryan And Sideeka 1405 S. Grove Avenue	16-19-123-040-000	R	2/4/2015 Elec-L	66940-0	\$0.00	\$50.00
			PRELIMINARY ELECTRICAL INSPECTION TO DETERMINE IF OWNER IF ABLE TO DO ELECTRICAL IN KITCHEN			
FNMA 3600 S. Wesley Avenue	16-31-401-040-000	R	2/4/2015 Impr-L	66941-0	\$6,769.50	\$230.00
			MOLD REMEDIATION(REMOVAL OF DRYWALL, CABINETRY, INSULATION AND TRIM).			
Richard Tevlin 1845 S. Ridgeland Avenue	16-20-308-018-000	R	2/4/2015 Roof-L	66942-0	\$39,500.00	\$687.50
			RELAY TILE ROOF, REPLACING UNDERLAYMENT AND REPLACING BROKEN TILE. REDUCE CHIMNEY, R/R GUTTERS. CALL FOR FINAL INSPECTION			
Elizabeth Gonzalez 2531 S. Cuyler Avenue	16-29-125-008-000	R	2/4/2015 HVAC-L	66943-0	\$3,110.00	\$115.00
AR Funding 2215 S. Scoville Avenue	16-30-205-009-000	R	2/5/2015 Bldg-B	8149-1	\$0.00	\$50.00
Michael Fields 2836 S. Lombard Avenue	16-29-319-034-000	R	2/5/2015 Impr-L	66944-0	\$7,550.00	\$495.00
			R/R FURNACE ---- CHIMNEY LINES EXISTS. ELECTRICAL REINSPECTION - ROUGH R/R SECTIONS OF CONCRETE AROUND SEWER CAP, INSTALL NEW FRONT AND REAR DOOR. INSTALL EGRESS WINDOWS WHERE NEEDED. REPAIR REAR DECK, CHIMNEY REPAIR, TUCKPOINT AS NEEDED. RETILE BATHROOM, R/R KITCHEN, PAINT AS NEEDED. BRING PLUMBING AND ELECTRIC UP TO CODE I			
BLTREVJ3 Chicago, LLC 2738 S. Ridgeland Avenue	16-30-411-052-000	R	2/5/2015 Impr-L	66945-0	\$27,144.00	\$1,055.00
			GENERAL REHAB OF PROPERTY. NEW GFCI IN BATHROOM AND KITCHEN, NEW SMOKE AND CO2 DETECTORS BRING ALL ELECTRIC TO CODE, BRING ALL PLUMBING TO CODE IN 1ST AND 2ND FLOOR KITCHEN AND BATHROOM AND IN LAUNDRY ROOM, UTILITY ROOM AND CRAWL SPACE. R/R FURNANCE, R/R			
Fortuna Investments LLC 3509 S. Harlem Avenue	16-31-300-010-000	R	2/5/2015 Impr-L	66946-0	\$7,500.00	\$305.00
			R/R ALL WINDOWS (APPRX 32-33) AND GUTTER AND DOWNSPOUTS R/R SIDING ON GARAGE AND T/O AND RESHINGLE GARAGE ROOF			
AR Funding 2215 S. Scoville Avenue	16-30-205-009-000	R	2/6/2015 Bldg-B	8149-2	\$0.00	\$50.00
Gary D. Cooney & Karen E. Co 6733 W. Cermak Road	16-30-200-008-000	C	2/6/2015 Impr-L	64391-1	\$0.00	\$50.00
Ivan Salva 1401 S. Elmwood Avenue	16-19-223-001-000	R	2/6/2015 Plum-L	66638-1	\$0.00	\$50.00
			RE-INSPECTION PLUMBING FINAL TO DECONVERT BASEMENT BATH			

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Chicago Title Land Trust Comp 2211 S. Oak Park Avenue	99-99-999-000-029		2/6/2015 Impr-L	66947-0	\$50.00	\$140.00
Rose Serdiuk	16-31-108-046-000	R	2/6/2015 Impr-L	66948-0	\$0.00	\$100.00
Gary Lilly	16-31-231-039-000	R	2/6/2015 Impr-L	66949-0	\$4,359.00	\$135.00
Michael & Jean Kennedy	16-19-131-027-000	R	2/6/2015 Impr-L	66950-0	\$2,385.00	\$55.00
Inez McGachey	16-31-228-040-000	R	2/6/2015 HVAC-L	66951-0	\$4,830.00	\$115.00
Christina V. Lopez & Sixto Lop	16-30-216-028-000	R	2/6/2015 Elec-L	66952-0	\$1,275.00	\$140.00
3 Mich Investments, Inc	16-29-300-011-000	R	2/6/2015 Impr-L	66953-0	\$30,000.00	\$1,390.00
Good Shepherd Lutheran Chur	99-99-999-000-026	R	2/6/2015 Impr-L	66954-0	\$6,413.00	\$365.00
Rumaneh & Oweisi, Inc.	16-29-124-035-000	C	2/6/2015 Sign-L	66955-0	\$1,200.00	\$170.00
Edgar Avila	16-19-322-020-000	R	2/6/2015 Impr-L	66956-0	\$3,000.00	\$195.00
John Bosanac	16-31-408-017-000	R	2/6/2015 Impr-L	66957-0	\$8,241.52	\$210.00

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Maria E. Ostrowski, Trustee 2124 S. Clarence Avenue	16-19-426-019-000	R	2/6/2015 Impr-L	66958-0	\$11,143.00	\$240.00
REPLACE 14 WINDOWS - NO SIZE CHANGES - 2 KITCHEN WINDOWS 1ST FLOOR, 2 KITCHEN WINDOWS ON 2ND FLOOR, 3 FRONT ROOM WINDOWS ON 1ST FLOOR, 5 LIVING ROOM WINDOWS ON THE 2ND FLOOR AND 2 WINDOWS IN 1ST FLOOR BEDROOM -WINDOWS TO EGRESS CODE.						
Joseph Klimek 3519 S. Elmwood Avenue	16-31-409-047-000	R	2/6/2015 Impr-L	66959-0	\$8,870.00	\$145.00
REPLACE 7 WINDOWS - 2 FAMILY ROOM AND 5 LIVING ROOM - ALL ON THE 1ST FLOOR AND NO SIZE CHANGES.						
Robert & Alexandria Spran- Ole 6733 W. Stanley Avenue	16-31-200-036-000	C	2/6/2015 Impr-L	66960-0	\$5,200.00	\$192.00
NEW FIRE ALARM SYSTEM ****CALL FOR INSPECTION						
Helen Gravan 6300 W. Ogden Avenue	16-32-131-009-000	C	2/6/2015 HVAC-L	66961-0	\$6,000.00	\$240.00
R/R A/C AND HEAT ROOFTOP UNIT ****CALL FOR FINAL INSPECTION						
Amanda Arevalo & David A. Pe 6915 W. 30th Place	16-30-323-028-000	R	2/6/2015 Impr-L	66962-0	\$9,349.00	\$250.00
INSTALL AN EXTERIOR SEWER FLOOD CONTROL SYSTEM W/SIMPLEX OUTLET IN VAULT ON DEDICATED 20AMP CIRCUIT. JULIE # X0370106						
Anthony A. Gianinini 1647 S. Oak Park Avenue	16-19-400-020-000	R	2/6/2015 Impr-L	66963-0	\$3,000.00	\$355.00
REMODEL THE KITCHEN AND BATHROOM IN UNIT #1E - REPAIR KITCHEN WASTE & VENT, REDO HOT & COLD WATER FOR KITCHEN SINK, REPLACE TOILET & LAVAROTY SINK, INSTALL DISHWASHER, INSTALL ELECTRIC WIRING IN KITCHEN & BATH, REPLACE SWITCHES, OUTLETS & LIGHT FIXTURES,						
Jerome Goldberg - Active Realt 6438-50 W. Cermak Road	16-19-430-019-000	C/R	2/6/2015 Plum-L	66964-0	\$9,000.00	\$195.00
SEWER LINE THAT RUNS ALONG WEST WALL IN BASEMENT						
Jerome Goldberg - Active Realt 6438-50 W. Cermak Road	16-19-430-019-000	C/R	2/6/2015 Impr-L	66965-0	\$30,730.00	\$1,005.00
REMOVE FALLING PLASTER CEILING AND REPLACE WITH DRYWALL IN LOWER SHOW ROOM OF THE STORE. DEMO EXISTING ELECTRIC IN BASEMENT REPIPE AND REWIRE LIGHTING-OUTLETS AND FIXTURES						
PETER HIGHLAND LTD/PETE 2445 S. Scoville Avenue	16-30-221-017-000	R	2/9/2015 Bldg-B	8154-0	\$30,000.00	\$930.00
COMPLETE REMODEL - REMODEL KITCHEN AND BATHROOM ON THE 1ST FLOOR, BOILERS TO FORCED AIR WITH DUCTWORK - ADD A/C UNIT - A/C UNIT MUST BE BEHIND THE HOUSE 3FT OFF THE LOT LINE, R/R HOT WATER HEATER, ADDING NEW BATHROOM ON THE 2ND FLOOR,						
Loreta Meistininkiene 3608 S. Euclid Avenue	16-31-400-034-000	R	2/9/2015 Plum-L	66922-1	\$0.00	\$50.00
PLUMBING REINSPECTION AND CORRECTIONS						

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address P.I.N. # Census Class Issued Permit # Improvements Cost Of Permit Cost Of

Name and Address	P.I.N. #	Census Class	Issued	Permit #	Improvements	Cost Of	Permit Cost Of
BLTREJV3 Chicago LLC 2224 S. Elmwood Avenue	16-30-206-029-000	R	2/9/2015 Impr-L	66966-0	GENERAL REHAB TO INCLUDE R/R BOILER, KITCHEN REMODEL, REMODEL 2 BATHROOMS, R/R DOORS, HANDRAILS TO CODE, FRAME OUT CLOSETS IN BASEMENTY 2 BEDROOMS, REFINISH FLOORS, PAINT AS NEEDED, R/R WINDOWS TO MEET EGRESS, PATCH DRYWALL AND ADD DRYWALL IN BASEMENT AND	\$17,140.00	\$725.00
Joyce Quijano Fire house 1832 S. Wesley Avenue	16-19-409-032-000	R	2/9/2015 Impr-L	66967-0	R/R LOW PRESSURE BOILER	\$5,525.00	\$200.00
6434 W. Windsor Avenue	99-99-999-000-008	C	2/9/2015 Impr-L	66968-0	REPLACE KITCHEN CABINETS -- R/R KITCHEN CABINETS, COUNTER TOP, SINK DISHWASHER, REPAIR DRYWALL IN KITCHEN, NEW FLOOR, ELECTRIC AS NEEDED, REPLACE OUTLETS, ADD WATER SUPPLY LINES TO REFRIGERATOR, PRIME AND PAINT KITCHEN WALLS AND CEILING, REMOVE EXHAUST	\$20,000.00	\$100.00
Bodhi Brand, LLC 6235 W. Roosevelt Road	16-20-102-006-000	C/R	2/9/2015 Elec-L	66969-0	INTERIOR ELECTRIC REWIRING FOR 3 UNIT AND COMMERCIAL SPACE	\$2,400.00	\$355.00
BLTREJY3 CHICAGO, LLC 3807 S. Wesley Avenue	16-31-422-036-000	R	2/10/2015 Plum-L	65843-3	FLUE INSPECTION	\$0.00	\$50.00
Demetrios Menos 3415 S. Harvey Avenue	16-32-133-055-000	R	2/10/2015 Elec-L	66462-1	MOVE RISER AWAY FROM DECK TO CODE.	\$800.00	\$100.00
Clyde Behrendt 3026 S. Wesley Avenue	16-30-416-030-000	R	2/10/2015 Plum-L	66928-1	CHLOROLY TEST.	\$0.00	\$50.00
JVS Leasing, Inc. 7109 W. Roosevelt Road	99-99-999-000-049		2/10/2015 Impr-L	66970-0	BUILD NEW CARRY OUT COUNTER, REHAB EXISTING BAS, ADDING NEW COUNTERTOPS, PAINTING, DRYWALL, BUILD NEW GAME ROOM AND WALL BEHIND COUNTER, RUNNING ELECTRICAL OUTLETS BEHIND BAR AND GAME ROOM, TILING BATHROOM FLOORS. CALL FIRE DEPT FOR INSPECTIONS 708-749-6	\$3,000.00	\$915.00
Peter Highland Realty Ltd 1505 S. Clinton Avenue	16-19-129-002-000	R	2/10/2015 Impr-L	66971-0	DECONVERT BASEMENT BATHROOM. CAPP ALL PIPES BACK TO SOURCE. R/R COUNTER TOPS IN 1ST FLOOR KITCHEN. INSTALL EGRESS WINDOWS WHERE NEEDED.	\$1,000.00	\$190.00
William J. Ryan And Sideeka 1405 S. Grove Avenue	16-19-123-040-000	R	2/10/2015 Impr-L	66972-0	R/R KITCHEN TO INCLUDE NEW COUNTER TOP, CABINETS AND SINK, NEW FLOORING AND NEW EXHAUST FAN BRING ELECTRIC IN KITCHEN TO CODE	\$3,600.00	\$320.00
Chicago Title Land Trust Comp 6739 W. Cermak Road	16-30-200-005-000	C	2/10/2015 Sign-L	66973-0	NEW AWNING FOR STATE FARM	\$2,500.00	\$280.00
Wells Fargo Bank, NA 3838 S. Grove Avenue	16-31-330-031-000	R	2/10/2015 Impr-L	66974-0	BRING ALL WINDOWS TO EGRESS CODE - PAINT BUILDING, REPLACE ALL FLOORING IN THE HOUSE - CARPET IN BASEMENT, VINYL FLOORING IN PATIO AND REFINISH HARDWOOD ON 1ST FLOOR, INSTALL HANDRAILS TO CODE, R/R APPLIANCES, CLEAN CABINETS, REMOVE LINERS, INSTALL SINK B	\$30,000.00	\$725.00

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address      P.I.N. #      Census Class      Permit Issued      Permit #      Cost Of Improvements      Cost Of Permit

Teresa Gable	2343 S. Cuyler Avenue	99-99-999-000-028	R	2/10/2015 Elec-L	66975-0	\$4,200.00	\$175.00
Jose L. Cabrera	2446 S. Kenilworth Avenue	16-30-110-027-000	R	2/10/2015 Impr-L	66976-0	\$13,000.00	\$150.00
Exodus 1 LLC	6924 W. 29th Street	16-30-317-010-000	R	2/11/2015 Bldg-B	8128-2	\$0.00	\$65.00
Martin Kugia	1902 S. Home Avenue	16-19-319-018-000	R	2/11/2015 Bldg-B	8151-1	\$0.00	\$50.00
Taos Corp.	1401 S. Harlem Avenue	16-19-116-001-000	C	2/11/2015 Impr-L	66977-0	\$5,000.00	\$225.00
Foreman Mgt.	6604-06 W. Windsor Avenue	16-31-218-005-000	C	2/11/2015 Plum-L	66978-0	\$5,000.00	\$235.00
Harris N.A. , Trust # 2897	6813-17 W. 21st Street	16-19-323-010-000	R	2/11/2015 Plum-L	66979-0	\$7,582.00	\$180.00
Harris N.A. , Trust # 2897	6813-17 W. 21st Street	16-19-323-010-000	R	2/11/2015 Plum-L	66980-0	\$8,000.00	\$280.00
Raul Campos	3200 S. Gunderson Avenue	16-31-213-020-000	R	2/11/2015 Impr-L	66981-0	\$2,150.00	\$55.00
Julian & Monica Lugo	2108 S. Elmwood Avenue	16-19-430-012-000	R	2/11/2015 Impr-L	66982-0	\$2,000.00	\$105.00
Exodus 1 LLC	1446 S. Cuyler Avenue	16-20-115-040-000	R	2/11/2015 Roof-L	66983-0	\$1,915.00	\$40.00
Mack Industries II LLC	2427 S. Oak Park Avenue	16-30-216-009-000	R	2/11/2015 Impr-L	66984-0	\$18,900.00	\$545.00

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of
Mack Industries II, Inc 2332 S. Cuyler Avenue	16-29-108-035-000	R	2/11/2015 Impr-L	66985-0	\$17,400.00	\$530.00
Mack Industries, LTD 1909 S. Highland Avenue	16-20-323-004-000	R	2/11/2015 Impr-L	66986-0	\$14,900.00	\$850.00
Mack Industries, LLC 6437 W. 26th Street	16-30-230-028-000	R	2/11/2015 Impr-L	66987-0	\$17,500.00	\$580.00
Primary Care Association L.T.D 6840 W. Windsor Avenue	16-31-126-003-000	C	2/11/2015 Impr-L	66988-0	\$16,500.00	\$1,315.00
6815 W. Roosevelt, LLC Coins & Wings Ltd 3729 S. Cuyler Avenue	16-19-107-002-000 16-32-317-052-000	C R	2/11/2015 Impr-L 2/11/2015 Impr-L	66989-0 66990-0	\$14,000.00 \$5,000.00	\$0.00 \$342.50
Peters Insurance Agency, Inc 1933 S. Home Avenue	16-19-320-013-000	R	2/12/2015 Bldg-B	8131-1	\$0.00	\$100.00
Juan & Maria Cadenas 2414 S. Harvey Avenue	16-29-118-024-000	R	2/12/2015 Gar-B	8155-0	\$600.00	\$25.00
Mack Industries, LTD Standard Holding, Inc. 1213 S. Clinton Avenue 1314 S. Wisconsin Avenue	16-19-105-011-000 16-19-030-025-000	R R	2/12/2015 Elec-L 2/12/2015 Impr-L	63465-2 66991-0	\$0.00 \$600.00	\$50.00 \$40.00
Cristobal Calvo 1829 S. Kenilworth Avenue	16-19-314-012-000	R	2/12/2015 HVAC-L	66992-0	\$3,590.00	\$205.00

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
City of Berwyn 1930 S. Grove Avenue	16-19-322-025-000	R	2/12/2015 Impr-L	66993-0	\$124,500.00	\$470.00
COMPLETE REMODEL. R/R KITCHEN CABINETS AND COUNTERTOPS, REPLACE FIXTURES IN BATHROOM ALL ELECTRIC UP TO CODE. ALL PLUMBING TO CODE, ALL HVAC TO CODE. CHECK FOR EGRESS WINDOWS. BASEMENT TO REMAIN OPEN UNFINISHED						
Ronald Longdon 1825 S. Maple Avenue	16-19-309-009-000	R	2/12/2015 Impr-L	66995-0	\$15,917.00	\$300.00
1 DOOR REPLACEMENT-NO SIZE CHANGES						
Araceli J. Castellano 3849 S. Wesley Avenue	16-31-422-028-000	R	2/12/2015 Impr-L	66996-0	\$450.00	\$90.00
REPLACE CABINETS - DECREASING THE AMOUNT OF CABINETS SPACE. R/R SINK AND INSTALL GRASABLE HANDRAILS TO THE BASEMENT TO CODE.						
Henrietta V. Hill Trust UAD 8/3/ 1537 S. Highland Avenue	16-20-125-015-000	R	2/12/2015 Impr-L	66997-0	\$4,150.00	\$150.00
ADD INSULATION TO EXISTING ATTIC.						
Michelle Myers 6550 W. 27th Street	16-30-410-079-000	C/R	2/13/2015 Plum-L	64381-1	\$0.00	\$50.00
CHLOROLOY INSEPTION FEE						
John B. Fiduccia 2825.5 S. Harlem Avenue	16-30-308-018-000	C	2/13/2015 Impr-L	66998-0	\$7,860.00	\$320.00
PERFORM REHEAT WORK ON OUTSIDE MAKE UP AIR						
355 Circle Partnership 1341 S. Oak Park Avenue	16-19-208-017-000	R	2/13/2015 HVAC-L	66999-0	\$7,000.00	\$315.00
Replace 1st and secon floor furnace and a/c units. Must be 3ft off of property line. 80% chimney liner 90% vented.						
Robert & Gail Lovero 1824 S. Wenonah Avenue	16-19-310-032-000	R	2/13/2015 Impr-L	67000-0	\$3,000.00	\$255.00
Framing electric and drywall Basement.						
Hawk Homes Illinois LLC 2241 S. Highland Avenue	16-29-102-023-000	R	2/13/2015 Bldg-R	7898-2	\$0.00	\$130.00
REINSPECTION OF HVAC FINAL AND BUILDING FINAL						
SNL Realty LLC 2729 S. Kenilworth Avenue	16-30-313-012-000	R	2/17/2015 Bldg-B	8156-0	\$58,500.00	\$3,120.00
REMODEL EXISTING INTERIOR TO INCLUDE EGRESS WINDOWS WHERE NEEDED, R/R KITCHEN IN 1ST FLOOR, R/R BATHROOM ON 1ST FLOOR ADDING 2ND BATHROOM ON 2ND FLOOR AND 1/2 BATHROOM IN BASEMENT, FINISH BASEMENT TO INCLUDE A RECREATION ROOM LAUNDRY ROOM AND MECHANICAL R						
IH2 Properties LLC 1536 S. Euclid Avenue	16-19-224-037-000	R	2/17/2015 Bldg-B	8157-0	\$24,174.50	\$1,035.00
INTERIOR REMODEL TO INCLUDE R/R KITCHEN, BRING BASEMENT TO UNFINISHED, ALL WINDOWS TO EGRESS CODE, REMODEL 2 EXISTING BATHROOMS, NEW DRYWALL THROUGH THE HOUSE, ALL PLUMBING AND ELECTRIC TO CODE, NEW DUCTWORK FOR NEW A/C UNIT, R/R FURNACE, DEMO EXISTING BO						
Kenneth Jakubowski 3822 S. Kenilworth Avenue	16-31-329-023-000	R	2/17/2015 Gar-B	8158-0	\$9,090.00	\$410.00
DEMO AND BUILD A NEW GARAGE - 18.61" X 20.32" X 12"(H) - REUSE THE EXISTING SLAB --- MUST INSTALL A FIRE WALL ON SOUTH SIDE OF GARAGE TO CODE.						
Pinnacle Real Estate Investme 3727 S. Ridgeland Avenue	16-32-316-009-000	R	2/17/2015 Impr-L	66218-3	\$0.00	\$65.00
ROUGH FRAMING RE-INSPECTION						
Priyana Investments, LLC 1614 S. Wenonah Avenue	16-19-302-024-000	R	2/17/2015 Elec-L	66745-1	\$0.00	\$50.00
ELECTRICAL REINSPECTION - ROUGH						
Solorzano & Garcia 2121 S. Cuyler Avenue	16-20-330-006-000	R	2/17/2015 Impr-L	67001-0	\$1,100.00	\$40.00
R/R 2 WINDOWS IN FRONT ROOM						
Carolina Bono 3516 S. Wisconsin Avenue	16-31-301-021-000	R	2/17/2015 Impr-L	67002-0	\$4,390.00	\$200.00
R/R BOILER						

(Building: Permit\_County\_All)

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Donald Kriz 3103 S. Wisconsin Avenue	16-31-102-029-000	R	2/17/2015 Impr-L	67003-0	\$1,000.00	\$40.00
CERMAK PLAZA ASSN - Thomas H. & Mary E. Rasmuss 7147 W. Cermak Road 6732 W. Riverside Drive	99-99-999-000-036 16-30-201-001-000	C R	2/17/2015 Impr-L 2/17/2015 Elec-L	67004-0 67005-0	\$2,500.00 \$0.00	\$255.00 \$50.00
Ahmad Rumaneh & Inab Owei 2346 S. Highland Avenue	16-29-109-038-000	R	2/17/2015 Impr-L	67006-0	\$5,000.00	\$665.00
Gabe & Linda Lopez 1522 S. Home Avenue	16-19-127-024-000	R	2/17/2015 Impr-L	67007-0	\$8,000.00	\$0.00
3306 Grove Partnership M & M Properties LLC, c/o Jov Vicente Escamilla 6638 W. Windsor Avenue 2640 S. East Avenue	16-31-126-020-000 16-31-217-003-000 16-30-403-034-000	C C/R R	2/17/2015 HVAC-L 2/17/2015 Impr-L 2/17/2015 Impr-L	67008-0 67009-0 67010-0	\$4,500.00 \$4,900.00 \$400.00	\$265.00 \$365.00 \$40.00
Christian Carrera Helen Gravan 1215 S. Wenonah Avenue 6300 W. Ogden Avenue	16-19-103-013-000 16-32-131-009-000	R C	2/17/2015 Bldg-R 2/18/2015 Bldg-B	7967-5 8159-0	\$0.00 \$8,000.00	\$50.00 \$1,080.00
Katruzia Investments, LLC-671 Helen Gravan 6719 W. Cermak Road 6300 W. Ogden Avenue	16-30-200-015-000 16-32-131-009-000	C/R C	2/18/2015 Impr-L 2/18/2015 Impr-L	67011-0 67012-0	\$6,200.00 \$5,880.00	\$430.00 \$300.00
Don Miller 1220 S. Cuyler Avenue	16-20-100-032-000	R	2/18/2015 Impr-L	67013-0	\$3,000.00	\$28.00
UGX Property and Building Sol 1425 S. Cuyler Avenue	16-20-116-011-000	R	2/18/2015 Impr-L	67014-0	\$35,000.00	\$892.50
Christian Carrera 1215 S. Wenonah Avenue	16-19-103-013-000	R	2/18/2015 Bldg-R	7967-6	\$0.00	\$65.00

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Andres Soto 3726 S. Wesley Avenue	16-31-416-030-000	R	2/19/2015 Bldg-B	8160-0	\$24,900.00	\$2,585.00
INCREASE WATER SERVICE TO 1" - COMPLETE INTERIOR REMODEL - REMODEL KITCHEN, REMODEL ALL 3 BATHROOM(BSMT, 1ST & 2ND FL), ADD WALK IN CLOSET TO MASTER BEDROOM ON THE 2ND FLOOR- REMOVE BEDROOM ON THE 1ST FLOOR AND IT INTO THE NEW KITCHEN LOCATION, TURN OLD K						
Boris Nitchoff 1444 S. East Avenue	16-19-219-040-000		2/19/2015 Dump-L	66869-1	\$300.00	\$100.00
DUMPSTER FOR CONSTRUCTION DEBRIS AND DUMPSTER FOR PREVIOUS WORK FEE ONLY						
3120 S. Oak Park LLC, 3118-20 S. Oak Park Avenue	16-31-107-027-000	C	2/19/2015 HVAC-L	67015-0	\$4,899.00	\$275.00
INSTALL AIR HANDLER WELECTRIC HEATING ELEMENTS AND DUCTWORK AND PROVIDE AND INSTALL 60AMP CONDUIT FEEDTO CEILING MOUNTED HEATER, INSTALL #6 COPPER WIRE AND INSTALL 60 AMP BREAKER IN MAIN PANEL.						
Yaron Cohen-Saban & Arielle 2313 S. Clinton Avenue	16-30-106-006-000	R	2/19/2015 Impr-L	67016-0	\$500.00	\$205.00
INTERIOR DEMO OF THE BASEMENT - REMOVING DRYWALL/PLASTER - NO STRUCTURAL DEMO--- AND PRELIMINARY PLUMBING AND HVAC INSPECTION TO DETERMINE IF THE OWNER CAN REMODEL THE BASEMENT AS OWNER. --- NO OTHER WORK ON THIS PERMIT.						
Nick DeGiorgio & Janet DeGior 3613 S. Oak Park Avenue	16-31-400-014-000	R	2/20/2015 Gar-B	8161-0	\$13,000.00	\$355.00
DEMO AND REBUILD GARAGE 22' X 20' X 12'3".						
Laddie Vetrovec 2715-17 S. Ridgeland Avenue	99-99-999-000-007	C	2/20/2015 Plum-L	66275-1	\$0.00	\$50.00
RPZ FEE						
Rhoades Brothers, Inc. 1800 S. Maple Avenue	16-19-308-023-000	R	2/20/2015 Impr-L	66602-1	\$900.00	\$65.00
ROUGH FRAMING IN BASEMENT						
Hector Garcia Trustee 6514 W. Windsor Avenue	16-31-213-004-000	R	2/20/2015 Roof-L	67017-0	\$3,700.00	\$125.00
T/O AND RESHINGLE HOUSE ROOF. CALL FOR INSPECTION						
Judy Director & June Copeland 1638 S. Maple Avenue	16-19-300-035-000	R	2/20/2015 Impr-L	67018-0	\$9,000.00	\$525.00
REMODEL KITCHEN - NEW CABINETS, COUNTERTOPS, CEILING TO JOIST, SINK, APPLIANCES, BASEBOARDS AND CASING, INSTALL CAN LIGHTS CIRCUIT FOR APPLIANCE, EXHAUST RANGE HOOD, INSTALL NEW 100 AMP 30 BREAKER ELECTRICAL SERVICE, PATCH AND PAINT WALLS IN STAIRWAY TO B						
Leonard J. Tufo 2331 S. Wesley Avenue	16-30-210-010-000	R	2/20/2015 HVAC-L	67019-0	\$4,825.00	\$140.00
R/R A/C UNIT - UNIT MUST BE BEHIND THE HOUSE AT LEAST 3FT OFF THE LOT LINE.						
Martina Martinez 6310-14 W. Cermak Road	16-20-330-024-000	C	2/20/2015 Plum-L	67020-0	\$1,100.00	\$190.00
BRAKE CONCRETE AND INSTALL ONE WASTE LINE AND INSTALL ONE TOILET AND ONE WATER LINE						
Michael Fields 2836 S. Lombard Avenue	16-29-319-034-000	R	2/20/2015 Roof-L	67021-0	\$4,000.00	\$125.00
TEAR OFF AND RESHINGLE THE HOUSE. - NO POWER VENTS AND ICE AND WATER SHIELD TO CODE.						

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address P.I.N. # Census Class Permit Issued Permit # Improvements Cost Of Permit

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Improvements	Cost Of Permit
Charles & Rosalba Burke 1801 S. Ridgeland Avenue	16-20-308-036-000	R	2/23/2015 Bldg-B	8162-0	\$24,000.00	\$915.00
					REMODEL THE BASEMENT - REMOVE OLD PANELING AND CEILING, FRAME, INSULATE AND DRYWALL BASEMENT FOR LAUNDRY AND FURNACE ROOM. BATHROOM AND FINISHED AREA & CLOSET - REMODEL THE BATHROOM - BATHROOM CURRENTLY HAS TOILET & SINK AND WILL BE ADDING A SHOWER. INSTA	
Laddie Vetrovec 2715-17 S. Ridgeland Avenue	99-99-999-000-007	C	2/23/2015 Impr-L	66275-2	\$0.00	\$140.00
					REINSPECTION FOR HVAC FINAL AND BUILDING FINAL AND PAYING FOR INSULATION FEE	
Primary Care Association L.T.D 6840 W. Windsor Avenue	16-31-126-003-000	C	2/23/2015 HVAC-L	66988-1	\$0.00	\$140.00
Dowling Management Compan 6337 W. Roosevelt Road	16-20-100-038-000	R	2/23/2015 Plum-L	67022-0	\$1,245.00	\$85.00
					R/R WATER HEATER FOR UNIT B1- MR KURT TYLER	
Estaban Perez 1946 S. Euclid Avenue	16-19-416-043-000	R	2/23/2015 Impr-L	67023-0	\$8,200.00	\$195.00
					INSTALLATION OF SOLAR PV ARRAY ON SOUTH FACE OF ROOF	
Christopher & Jennifer Stavrian 3111 S. Wisconsin Avenue	16-31-102-005-000	R	2/23/2015 Roof-L	67024-0	\$2,700.00	\$130.00
					T/O FRONT PORCH ROOF AND RESHINGLE. R/R GUTTERS AND DOWNSPOUTS-EXIT ONTO PRIVATE PROPERTY. CALL FOR FINAL INSPECTION	
Jose L. Tejada & Delia Tejada 1400 S. Kenilworth Avenue	16-19-121-019-000	C/R	2/23/2015 POD-L	67025-0	\$0.00	\$50.00
Paul Bosy 6238 W. 26th Street 205	16-29-302-038-101		2/23/2015 HVAC-L	67026-0	\$5,050.00	\$190.00
Miquel Linares 1807 S. Clinton Avenue	16-19-313-003-000	R	2/23/2015 Elec-L	67027-0	\$0.00	\$50.00
					PRELIMINARY ELECTRIC TO SEE IF OWNER CAN RUN ELECTRIC IN BASEMENT TO CREATE AN OFFICE	
Rhoades Brothers Inc. 3201 S. Scoville Avenue	16-31-213-010-000	R	2/24/2015 Bldg-B	8163-0	\$18,400.00	\$795.00
					DECONVERTING TO SINGLE FAMILY HOUSE. REMOVE AND CAP 2ND FLOOR KITCHEN - BRING ALL PLUMBING BACK TO THE SOURCE. REMODEL THE KITCHEN ON THE 1ST FLOOR. REMODEL THE BATHROOMS ON THE 1ST AND 2ND FLOOR. REPLACE ALL OUTLETS WITH 3 PRONG OUTLETS, INSTALL GFCI OUT	
Berta Castrejon 2315 S. East Avenue	16-30-212-005-000	R	2/24/2015 Bldg-B	8164-0	\$9,000.00	\$650.00
					REMODEL ATTIC - ADD BEDROOM, POWDER ROOM AND FAMILY ROOM - INSTALL EGRESS WINDOW IN ATTIC BEDROOM	
B. Necker 3514 S. Home Avenue	16-31-303-023-000	R	2/24/2015 Impr-L	67028-0	\$129,085.60	\$2,760.00
					FIRA DAMAGE REPAIRS. BRING ALL WINDOWS TO EGRESS CODE, NEW 100AMP PANEL, REHAB KITCHEN AND BATHROOMS. BRING ALL ELECTRIC AND PLUMBING TO CODE, NEW HOT WATER HEATER, FIXTURES, LAUNDRY TUB, T/O AND REHINGLE ROOF R/R FURNACE. DUCTWORK TO CODE.	
Martin Donahue 3820 S. Wenonah Avenue	16-31-326-022-000	R	2/24/2015 Impr-L	67029-0	\$1,900.00	\$40.00
					NEW PATIO DOOR SLIDING GLASS	

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
------------------	----------	--------------	---------------	----------	----------------------	----------------

Vanessa Rangel 3437 S. Cuyler Avenue	16-32-131-026-000	R	2/24/2015 Plum-L	67030-0	\$10,656.20	\$375.00
INSTALL 126 OF INTERIOR DARIN TILES, SUMP PUMP SYSTEM, 3FT 4" TRENCH DRAIN, 4 INTERIOR FOUNDATION CRACKS REPAIRS, SINGLE RECEPTACLE OUTLET WITH DEDICATED CIRCUIT FOR SUMP PUMP, CLEANOUT IN SEWER STACK TO ACCEPT SUMP DISCHARGE						
Michelle Pollard 2708 S. Cuyler Avenue	16-29-308-022-000	R	2/24/2015 Impr-L	67031-0	\$3,700.00	\$250.00
REMOVE DRYWALL ON THE CEILING ON THE 1ST FLOOR 2 BEDROOM AND KITCHEN AND ON THE 2ND FLOOR WEST BEDROOM & HALL- REDRYWALL CELING, TAPE, SAND & PAINT. PAINT AWNING UNDERSIDE ON 1ST FLOOR.						
Frank & Eida Radogno 3805 S. East Avenue	16-31-423-065-000	R	2/24/2015 Impr-L	67032-0	\$4,746.72	\$335.00
R/R KITCHEN TO INCLUDE NEW CABINETS, NEW SINK, UPGRADE ALL ELECTRIC TO KITCHEN WITH NEW OUTLETS, REPLACE EXISTING 100AMP PANEL IN BASEMENT FOR ADDITIONAL CIRCUITS BREAKERS. MAKE SURE TO OPEN WALL BEHIND KITCHEN SINK TO CHECK FOR VENTING						
Benwyn Town Square 6633.5 W. Roosevelt Road	00-00-000-000-002	C	2/24/2015 Sign-L	67033-0	\$5,600.00	\$205.00
NEW SIGN FOR METRO PCS-HOOK UP TO EXISTING ELECTRIC						
CERMAK PLAZA ASSN - 7147 W. Cermak Road	99-99-999-000-036	C	2/24/2015 Elec-L	67034-0	\$1,429.00	\$140.00
LOW VOLTAGE WORK INSTALLING 2 EAS CLASSIC STREET ANTENNAS ****CALL FOR INSPECTIONS						
Petronilo Arriaga 3645 S. Clinton Avenue	16-31-313-006-000	R	2/24/2015 Impr-L	67035-0	\$100.00	\$90.00
DEMO KITCHEN CABINETS - BATHROOM - CLEAN OUT DEBIS - OPEN WALLS FOR CONTRACTOR						
Adolfo & Martha Linares of Ber Laura S. Royer William A. Barg 6225-09 W. 26th Street 1444 S. Clinton Avenue 3630 S. Gunderson Avenue	16-29-126-037-000 16-19-120-036-000 16-31-412-029-000	C R R	2/24/2015 Impr-L 2/25/2015 Bldg-B 2/25/2015 Impr-L	67036-0 8118-1 67037-0	\$15,000.00 \$0.00 \$18,972.00	\$435.00 \$50.00 \$370.00
INSTALL FIRE ALARM SYSTEM ELECTRICAL FINAL REINSPECTION R/R ROOF ON GARAGE, FASCIA AND SOFFIT. NEW SIDING ON GARAGE AND 2 ENTRY DOORS-NO SIZE CHANGES. CALL FOR FINAL INSPECTION.						
PWC Real Estate Value Fund, 3137 S. Harvey Avenue	16-32-109-002-000		2/25/2015 Impr-L	67038-0	\$1,200.00	\$90.00
DEMO PERMIT ONLY FOR KITCHEN AND BASEMENT COMPLETE REMOVAL OF CABINETS, COUNTERS, FLOORS AND DRYWALL AS NEEDED. COMPLETE REMOVAL OF BASEMENT PANELING, FLOORING AND TOILET. NO ORDER WORK TO BE DONE ON THIS PERMIT.						
Federal National Mortgage Ass 1638 S. Clarence Avenue	16-19-402-020-000	R	2/25/2015 Elec-L	67039-0	\$5,000.00	\$125.00
REPLACE 2 GANG METER FITTING, RISER CONDUIT & WIRES, INSTALL GROUNDING MECHANISM AND REPLACE LOAD WIRES						

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address P.I.N. # Census Class Issued Permit # Cost Of Improvements Cost Of Permit

Name and Address	P.I.N. #	Census Class	Issued	Permit #	Cost Of Improvements	Cost Of Permit
Muriello 2327 S. Elmwood Avenue	16-30-215-009-000	R	2/25/2015 Impr-L	67040-0	\$2,200.00	\$205.00
Exodus I LLC 1446 S. Cuyler Avenue	16-20-115-040-000	R	2/26/2015 Bldg-B	8121-1	\$0.00	\$65.00
Clyde Behrendt 3026 S. Wesley Avenue	16-30-416-030-000	R	2/26/2015 Impr-L	66928-2	\$0.00	\$65.00
Yaron Cohen-Saban & Arielle 2313 S. Clinton Avenue	16-30-106-006-000	R	2/26/2015 HVAC-L	67016-1	\$0.00	\$65.00
Meg Iorfida 1342 S. Euclid Avenue	16-19-208-040-000	R	2/26/2015 Impr-L	67041-0	\$800.00	\$105.00
Leonila, Paulino, & Jaime Peral 2232 S. East Avenue	16-30-203-027-000	R	2/26/2015 Elec-L	67042-0	\$3,000.00	\$155.00
Genesis Property Renewal, LL 2615 S. Oak Park Avenue	16-30-400-008-000	R	2/26/2015 Impr-L	67043-0	\$1,050.00	\$40.00
Berwyn Currency Exchange 6348 W. Cermak Road	99-99-999-000-020	C	2/26/2015 Impr-L	67044-0	\$22,360.00	\$555.00
John & Kathleen Sommaro 6938 W. 30th Street	16-30-323-007-000	R	2/26/2015 Impr-L	67045-0	\$2,290.00	\$55.00
Robert J. Mulac, Jr. & Myrna M 3742 S. Highland Avenue	16-32-317-029-000	R	2/26/2015 Impr-L	67046-0	\$660.00	\$40.00
Rose Serdiuk 3252-58 S. Maple Avenue	16-31-108-046-000	R	2/26/2015 Impr-L	67047-0	\$450,000.00	\$10,460.00
Elizabeth Becerra / Francisco J 2223 S. Oak Park Avenue	16-30-200-022-000	C	2/26/2015 Impr-L	67048-0	\$11,000.00	\$375.00
Christian Carrera 2344 S. Clinton Avenue	16-30-105-036-000	R	2/27/2015 Bldg-B	8146-1	\$0.00	\$50.00
Yan and Arp, LLC 2120 S. Wesley Avenue	16-19-425-016-000	R	2/27/2015 Bldg-B	8165-0	\$20,000.00	\$1,015.00
Martin Pena 1928 S. Highland Avenue	16-20-322-027-000	R	2/27/2015 Bldg-B	8166-0	\$23,000.00	\$1,355.00
Frank Anzar 6242 W. 26th Street	16-29-302-004-000	R	2/27/2015 Impr-L	63607-1	\$0.00	\$140.00
Gladys Rosado 2612 S. Cuyler Avenue	16-29-300-025-000	R	2/27/2015 Elec-L	65695-1	\$0.00	\$50.00

# Report Of Building/Improvement Permits Issued By The City Of Berwyn

Wednesday, March 04, 2015

Between: 2/1/2015 And 2/28/2015

Name and Address	P.I.N. #	Census Class	Permit Issued	Permit #	Cost Of Improvements	Cost Of Permit
Natalia Cruz 6438 W. 27th Street	16-30-410-059-000	R	2/27/2015 Elec-L	66668-1	\$2,300.00	\$125.00
NEW ELECTRICAL SERVICE AND ELECTRICAL CIRCUIT IN BATHROOM FROM ORIGINAL PERMIT						
CERMAK PLAZA ASSN - 7147 W. Cermak Road	99-99-999-000-036	C	2/27/2015 Impr-L	66737-1	\$0.00	\$105.00
SERVICE CHARGE FOR REVISED PLANS AND FINAL PLUMBING REINSPECTION						
Jaime Alvarez 1442 S. Grove Avenue	16-19-122-033-000	R	2/27/2015 Impr-L	66798-1	\$0.00	\$50.00
ROUGH FRAMING RE-INSPECTION						
Bonnie Percy-Hill 3638 S. Maple Avenue	16-31-308-039-000	R	2/27/2015 Plum-L	67049-0	\$10,953.00	\$250.00
INSTALL EXTERIOR SEWER FLOOD CONTROL SYSTEM TO CODE.						
<b>Totals . . . . .</b>					<b>\$1,859,124.04</b>	<b>\$68,377.00</b>

170 Building and Local Improvement Permits Issued During Period

K-A



To The City of Berwyn Board,

March 3, 2015

We, (The Chicago International Christian Church) are requesting permission to fundraise on traffic corners in Berwyn. The purpose is to raise money for World Missions. A portion of the money will be used for planting a church in Manila, Philippines as well continual support to our current congregations in Sydney, Australia, Ivory Coast, Africa, and especially our ministries in the Chicagoland area . These plantings are a springboard for training college and singles in in the Chicago area to be a part of something greater and to have a vision to do great things for God. Our local Chicago youth and members within our churches are trained to be leaders in their communities by being more responsible and constructive citizens, developing strong moral character, and learning how to help build family and influence other youth to do the same.

The fundraising events would be an activity of the Chicago International Christian Church, established in 2006. We currently have a local congregation of 177 members who reside in Cook County and surrounding areas. We currently have 4 key members of good standing who reside in the City of Berwyn. Members of our congregation are actively committed to helping impact families in Berwyn and surrounding areas in a positive, caring way with the goal of inspiring them to also become a part of a vision to influence our communities and the world in great ways.

We are requesting the City of Berwyn to grant us permission for fund raising on the corners of **Cermak and Oak Park**, as well as **Ogden and Oak Park**. Would you please consider **March 21, 2014** from 9am to 6pm? We anticipate between 20-40 of our members ages 16 & up to participate in these fundraising events. We have included proof of liability insurance for all members of our congregation and registration with the Illinois Attorney General as a charitable organization. A non-profit 501 C # from the Internal Revenue Service or any further information is also available upon request. It may also be helpful to know that we have numerous previous experiences since 2011 performing these street intersection fundraisers in the Chicagoland area and follow diligent safety measures, including using bright safety vests, to keep both our fundraisers and drivers safe. One of our members; Chris Wooden, is a retired Chicago Police Officer with several years of experience as head of security, and teaches a class to those participating in the fundraiser about proper safety precautions.

Thank you for the previous opportunities to fundraise in Berwyn. I look forward to hearing from you.

Maria Franklin

Chicago International Christian Church/708.674.2643



# The Salvation Army

Founded in 1865 by William and Catherine Booth

DOING THE MOST GOOD<sup>SM</sup>

CITY OF BERWYN  
CLERK'S OFFICE

Metropolitan Division

André Cox  
General

February 12, 2015

MAR -2 A 11:36

Paul R. Seiler  
Territorial Commander

Mr. Thomas J. Pavlik  
City Clerk  
City of Berwyn  
6700 26th Street  
Berwyn, IL 60402

Charles H. Smith  
Lt. Colonel  
Divisional Commander

Dear Mr. Thomas J. Pavlik:

Each year, The Salvation Army depends on the generosity of the communities in which we serve to sustain our operations. We are grateful for the support we receive from the leaders of Chicagoland's many cities and villages.

Thanks to the cooperation and support we received in 2014, The Salvation Army was able to collect nearly \$15 million in Chicago and its surrounding 5-county area during our annual Red Kettle Campaign. These funds will help us continue to provide a wide range of programs and services to our communities.

It is with great appreciation that we now request your permission to conduct the following event in the public way (sidewalks, intersections, etc.):

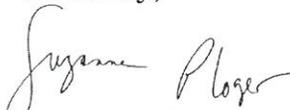
**DONUT DAY**  
**Friday and Saturday, May 29-30 and June 5-6**

We would also like to notify you of our intent to seek permission from private property owners to solicit funds in front of their establishments for our Red Kettle Campaign. (Kettles are not placed in the public way. Please note any additional requirements on the enclosed confirmation form).

**RED KETTLE CAMPAIGN**  
**November 6, 2015-December 24, 2015 (Monday thru Saturday)**

Enclosed is a confirmation form. Please take a few minutes to fill it out, specifying any requirements or notes you'd like us to acknowledge. Please be sure to keep a copy for your records. Fax and email transmittal information is on the form. For any additional information, please feel free to call or email Twyla Brookins: (773) 205-3257 or Twyla\_Brookins@usc.salvationarmy.org. We look forward to hearing from you soon.

Sincerely,

  
Suzanne Ploger

K-6



## ST. MARY OF CELLE

1428 S. Wesley Ave. • Berwyn, Illinois 60402-1287 • 708-788-0876 • FAX 708-788-0242  
smcrectory@sbcglobal.net • www.stmaryofcelle.org

February 23, 2015

Mr. Thomas J. Pavlik, City Clerk  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402

Dear Mr. Pavlik,

I am writing with a special request for Good Friday, April 3rd. As in previous years, St. Mary of Celle is having a Way of the Cross procession and would like permission to walk around the block in the streets that border parish property: 14th, 15th, Wesley and Euclid. The event would take place between 12:00 pm and 3:30 pm. It would also be helpful if the City would assist us with traffic control (to block cars from driving through) at all four corners.

Please let me know if you need any further information. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Rev. Hugo A. Morales".

Rev. Hugo Morales  
Pastor

K-7

## NORTH BERWYN PARK DISTRICT

March 6, 2015

The Honorable Robert J Lovero  
Mayor

City Council  
City of Berwyn  
6700 W 26<sup>th</sup> Street  
Berwyn IL 60402

SUBJECT: Easter Parade

The North Berwyn Park District appreciates the continued working relationship with the City of Berwyn. I believe our cooperative working relationship has improved the quality of life for our residents.

The park district annually offers Easter themed activities that are attended by over 1500 residents, this year's activities are scheduled for Saturday, April 4, 2015. The day starts with the NRPD Easter egg hunt at 10:00am, the Easter EGGstravaganza at 11:00am and our Easter basket delivery at 1:30pm.

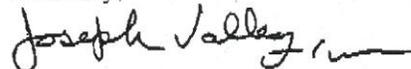
The park district would like to conduct our 2<sup>nd</sup> Easter parade this year starting at 16<sup>th</sup> and Wenonah that would proceed east to the North Berwyn community center at 16<sup>th</sup> and Wesley Avenue. The parade would begin at approximately 10:15am and would take approximately 30 minutes to walk to 16<sup>th</sup> Street and Wesley Avenue.

The parade participants would consist of families, children, local community organizations and of course the Easter Bunny. The district would also like to invite all the members of the city council to participate with our families in this special inaugural event.

The park district is requesting approval from the city of Berwyn for temporary closure of 16<sup>th</sup> street for the duration of the parade as well as the support from the Berwyn police and fire departments, respectively. The district would have our staff and barricades available for this day.

Please contact me if I can provide additional information.

Sincerely,



Joseph C Vallez  
Executive Director