

RESOLUTION NO. 20-2017

A RESOLUTION AUTHORIZING AND APPROVING THE PAYMENT OF AN INVOICE FOR THE REPAIR OF THE POLICE STATION ENTRANCE FOR THE VILLAGE OF STICKNEY

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the safety of individuals on Village property, including the Police Station (the "Station"); and

WHEREAS, in connection with the foregoing, the Village previously determined that it was and is in the best interests of the Village and its residents to undertake certain repairs to the Station entrance (the "Project"); and

WHEREAS, Schaefges Brothers, Inc. ("Schaefges") furnished labor and materials for the Project (the "Work"); and

WHEREAS, Frank Novotny and Associates, Inc. ("Novotny"), as the Village Engineer, has provided the Corporate Authorities with a certification that Schaefges has successfully completed or will complete the Work, and Schaefges has provided the Corporate Authorities with an invoice and a lien waiver for the Work, attached hereto and incorporated herein as Group Exhibit A (collectively, the "Invoice"); and

WHEREAS, the Corporate Authorities find that it is necessary and in the best interests of the Village and its residents to authorize the payment of the Invoice;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

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

SECTION 2: PURPOSE. The purpose of this Resolution is to approve and authorize the payment of the Invoice and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes the payment of the Invoice, authorizes the President or his designee to execute any related documentation, and ratifies any and all previous action taken to effectuate the intent of this Resolution. The Village

Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable, the same is hereby waived.

SECTION 4. HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5. SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution 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 6. SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

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GROUP EXHIBIT A

PASSED this 21st day of November, 2017.

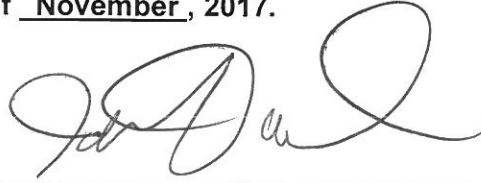
AYES: Trustees Hrejsa, Kapolnek, Milenkovic, Savopoulos, Torres and White

NAYS: none

ABSENT: none

ABSTENTION: none

APPROVED by me this 22nd day of November, 2017.

A handwritten signature in black ink, appearing to read 'Jeff Walik', written over a horizontal line.

Jeff Walik, President

ATTESTED AND FILED in my
office this 22nd day of
November, 2017.

A handwritten signature in black ink, appearing to read 'Audrey McAdams', written over a horizontal line.

Audrey McAdams, Village Clerk



CIVIL ENGINEERS
MUNICIPAL CONSULTANTS
SINCE 1948

November 6, 2017

Hon. President & Board of Trustees
Village of Stickney
6533 West Pershing Road
Stickney, IL 60402

Re: Police Department Entrance Repair
Application for Certificate for Payment No. 2

Mesdames and Gentlemen:

This letter is to certify that Schaeffges Brothers, Inc. has furnished labor and materials, for the above-captioned project, in accordance with the attached "Application for Certificate for Payment No. 2."

As of November 3rd, the Contractor has completed all construction work except for the hand railing and ADA door hardware and electrical work. This work is scheduled to be completed by the end of next week.

Therefore, we authorize the payment of **\$9,787.50** to **SCHAEFGES BROTHERS, INC., 851 Seton Court, Suite 2A, Wheeling, IL 60090** to be paid in accordance with the terms of their Contract. Also enclosed is a copy of the "Waiver of Lien" for the payment amount.

Sincerely,

Timothy P. Geary, P.E.

TPG

Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Encl.
Mr. Paul Nosek, Treasurer, w/Encl.
Schaeffges Brothers, Inc., w/Encl.
Lukasik + Associates Ltd., w/Encl.
Project File No. 14250

Application and Certificate for Payment

To Owner:	Village of Stickney 6533 Pershing Rd. Stickney, IL 60402	Project:	Stickney Police Dept. Entrance 6533 W. Pershing Rd. Stickney, IL 60402	Application No: 2	Period To: 10/30/2017
From Contractor:	Schaeffes Brothers, Inc. 851 Seton Ct. Ste 2A Wheeling, IL 60090	Via Architect:	Novotny Engineering 545 Plainfield Rd. Ste A Willowbrook, IL 60527	Contract For:	Police Dept Entrance Repair
				Contract Date:	8/17/2017
				Project No:	
				Application Date:	10/30/2017
				SBI Project No:	528
				Invoice No:	2696

CONTRACTOR'S APPLICATION FOR PAYMENT

- 1) Original Contract Sum.....\$144,100.00
- 2) Net change by Change Orders.....\$0.00
- 3) Contract Sum to Date.....\$144,100.00
- 4) Completed and Stored to Date.....\$114,500.00
- 5) Retainage:

a. 10 % of Completed Work	\$11,450.00
b. 10 % of Stored Material	\$0.00
Total Retainage (Lines 5a + 5b or Total in column I of Continuation Sheet)	\$11,450.00
- 6) Total Earned Less Retainage.....\$103,050.00
(Line 4 Less Line 5 Total)
- 7) Less Previous Certificates for Payment.....\$93,262.50
(Line 6 from prior Certificate)
- 8) Current Payment Due
- 9) Balance to Finish, Including Retainage.....\$41,050.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Schaeffes Brothers, Inc.

By: [Signature] Date: 10/31/17

State of: Illinois Kenneth Schaeffes, President

County of: Cook
Subscribed and sworn to before me this day of October 31, 2017

OFFICIAL SEAL
CHRISTINE FORSSANDER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/23/19

Notary Public: [Signature]
My Commission expires: 03/23/19

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 9,787.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

[Signature]

Date: 11.06.2017

By: [Signature]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet

Application No: 2
 Application Date: 10/30/2017
 Period To: 10/30/2017
 Architect's Project No: 2696
 Invoice No:

A Item No.	B Description Of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D Or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period				
10	Contd/ Misc/ O&P - SBI	29,572.83	17,625.00	4,875.00	0.00	22,500.00	7,072.83	2,250.00
12	Demolitions & Removals - SBI	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00	1,700.00
14	Excavation & Granular Fill - SBI	16,000.00	16,000.00	0.00	0.00	16,000.00	0.00	1,600.00
16	Concrete & Rebar - SBI	53,000.00	53,000.00	0.00	0.00	53,000.00	0.00	5,300.00
18	Painting - ARC Electro Refinishers	6,000.00	0.00	6,000.00	0.00	6,000.00	0.00	600.00
20	Electric - Evergreen Electric	3,600.00	0.00	0.00	0.00	0.00	3,600.00	0.00
22	Metal Fab - K Three Welding	18,927.17	0.00	0.00	0.00	0.00	18,927.17	0.00
GRAND TOTAL		144,100.00	103,625.00	10,875.00	0.00	114,500.00	29,600.00	11,450.00
							79%	

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

COUNTY OF COOK

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> SS
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WHEREAS the undersigned has been employed by
to furnish
for the premises known as
of which

Village of Stickney
Entrance Repairs
Stickney Police Department
Village of Stickney is the owner.

The undersigned, for and in consideration of

Nine Thousand Seven Hundred Eighty Seven and 50/100

\$9,787.50 Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the state of Illinois, relating to mechanic's liens,
with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,
fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises, INCLUDING EXTRAS.*

DATE

11/1/17

COMPANY NAME
ADDRESS

Schaeffges Brothers, Inc.
851 Seton Ct., Suite 2A
Wheeling, IL 60090

SIGNATURE AND TITLE

[Signature]
signature Kenneth Schaeffges

President
title

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

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> SS
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TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME)
DEPOSES AND SAYS THAT HE IS (POSITION)
OF (COMPANY)
WHO IS THE CONTRACTOR FOR THE
LOCATED AT
OWNED BY

Kenneth Schaeffges
President
Schaeffges Brothers, Inc.
Entrance Repairs
6533 W. Pershing Rd., Stickney, IL 60402
Village of Stickney

BEING DULY SWORN,

WORK ON THE BUILDING

That the total amount of the contract including Extras* is \$144,100.00 on which he or she has received payment of
\$93,262.50 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 sub contracts for specific portions of said work or for material
entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and
material required to complete said work according to plans & specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Schaeffges Brothers, Inc.	Gen Cond/Misc/O&P	29,572.83	15,862.50	4,387.50	9,322.83
Schaeffges Brothers, Inc.	Demolition & Removals	17,000.00	15,300.00	0.00	1,700.00
Schaeffges Brothers, Inc.	Excavation & Granular Fill	15,000.00	14,400.00	0.00	1,600.00
Schaeffges Brothers, Inc.	Concrete & Rebar	53,000.00	47,700.00	0.00	5,300.00
ARC Electro Refinishers	Painting	6,000.00	0.00	5,400.00	600.00
Evergreen Electric	Electric	3,600.00	0.00	0.00	3,600.00
K Three Welding	Metal Fab	18,927.17	0.00	0.00	18,927.17
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$ 144,100.00	\$ 93,262.50	\$ 9,787.50	\$ 41,050.00

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

Signed this

1st

day of

November, 2017

Signature:

Subscribed and sworn to before me this

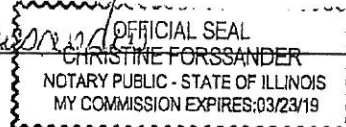
1st

day of

November, 2017

Notarized

[Signature]



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