



CITY COUNCIL AGENDA

Monday, May 2, 2022

Closed Session – 6:15 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PERSONNEL

PURCHASE OF PROPERTY

SALE OF PROPERTY

REGULAR SESSION

ROLL CALL

PRAAYER

PLEDGE OF ALLEGIANCE

PROCLAMATION

PUBLIC SERVICE RECOGNITION WEEK/PUBLIC WORKS WEEK

ASIAN PACIFIC AMERICAN HERITAGE MONTH

JEWISH AMERICAN HERITAGE MONTH

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-83-22:** Awarding the 2022-2024 Multi-Year Holiday Decorating Program Contract to Four Seasons Décor, Inc., McHenry, Illinois in the Three-Year Amount of \$239,810, with Additional Cost of \$29.50 per Light Strand. Budgeted Funds – Street Maintenance.
2. **RESOLUTION R-84-22:** Releasing the Maintenance Security for Lexington Pointe Planned Unit Development (PUD) at 783-841 Lee Street in the Amount of \$183,433.25
3. **RESOLUTION R-85-22:** Approving the Purchase of Fire Department Vehicle Maintenance Service from Legacy Fire Apparatus in an Amount Not-to-Exceed \$75,000. Budgeted Funds – Fire Department/Emergency Services/Repairs & Maintenance Equipment.
4. **RESOLUTION R-86-22:** Approving an Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless for the Installation of Underground Conduit and Power for a Small Wireless Facility on City Property
5. **RESOLUTION R-87-22:** Approving an Agreement with Health Inspection Professionals, Inc. for Health Inspection Services in an Amount Not-to-Exceed \$63,650 for the Term of May 1, 2022 through December 31, 2022 with the Option for a Two-Year Renewal. Budgeted Funds – Community & Economic Development/Building & Code Enforcement/Contractual Services/Professional Services.
6. **RESOLUTION R-88-22:** Awarding the 2022 Contractual Asphalt Milling and Resurfacing Repairs Contract to Chicagoland Paving Contractors, Inc., Lake Zurich, Illinois in the Amount of \$142,906.80. Budgeted Funds – Street Maintenance.
7. **RESOLUTION R-89-22:** Awarding the 2022 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement Contract – MFT-22-00000-06-GM to Superior Road Striping, Inc., Melrose Park, Illinois in the Amount of \$64,644.41. Budgeted Funds – Motor Fuel Tax/Other Services.
8. **RESOLUTION R-90-22:** Approving an Agreement with GovTempsUSA, LLC for Temporary Staffing of Permit and Code Assistant Positions in the Community & Economic Development Department in the Amount of \$85,000
9. Minutes/Regular Meeting – April 18, 2022
10. **RESOLUTION R-92-22:** Approving an Agreement with Low Bidder John Neri Construction Co., Addison, Illinois for the 2022 Capital Improvement Program Street and Utility Improvements in the Amount of \$4,120,230.50. Budgeted Funds – Capital Projects and Water.
11. **FIRST READING – ORDINANCE M-17-22:** Redistricting the Wards of the City by Adopting and Approving a New Ward Map and Amending Chapter 11 of Title 1 of the Des Plaines City Code

APPOINTMENTS & RE-APPOINTMENTS (for consideration only; no action required)

APPOINTMENTS:

POLICE PENSION BOARD

Don Smith – Term to Expire 5/01/2024

RE-APPOINTMENTS:

BOARD OF FIRE & POLICE COMMISSIONERS

D. MICHAEL ALBRECHT – Term to Expire 4/30/2024

UNFINISHED BUSINESS

1. Discussion of Metropolitan Square Plaza *Revised* Redesign Options (The Lakota Group) (*previously deferred from 1/18/22 City Council Meeting to the 2/7/22 City Council Meeting*)

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$2,930,772.07 – **RESOLUTION R-91-22**
2. **LEGAL & LICENSING** – Alderman Carla Brookman, Chair
 - a. Consideration of a Seventh Amendment to the City Manager’s Employment Contract – **RESOLUTION R-93-22**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

ORDINANCES ON THE AGENDA FOR FIRST READING APPROVAL MAY ALSO, AT THE COUNCIL’S DISCRETION, BE ADOPTED FOR FINAL PASSAGE AT THE SAME MEETING.

City of Des Plaines, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the ADA Coordinator at 391-5486 to allow the City to make reasonable accommodations for these persons.



OFFICE OF THE MAYOR

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5301
desplaines.org

MEMORANDUM

Date: April 20, 2022
To: Aldermen
From: Andrew Goczkowski, Mayor AG..
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the May 2, 2022 City Council Meeting, we will be issuing a Proclamation declaring the week of May 1 – 7, 2022 as Public Service Recognition Week.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and*

WHEREAS, *public employees take not only jobs, but oaths; and*

WHEREAS, *many public servants, including military personnel, police officers, firefighters, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and*

WHEREAS, *public servants include teachers, doctors, nurses and safety inspectors . . . laborers, computer technicians and social workers . . . and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and*

WHEREAS, *without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.*

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim the week of May 1-7, 2022, as

PUBLIC SERVICE RECOGNITION WEEK

in the City of Des Plaines and commend all City employees for delivering quality public service. During this week, we celebrate and thank our public servants who exemplify dedication to the common good.

Citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

Dated this 2nd day of May, 2022

Andrew Goczowski, Mayor



OFFICE OF THE MAYOR

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5301
desplaines.org

MEMORANDUM

Date: April 20, 2022
To: Aldermen
From: Andrew Goczkowski, Mayor *AG..*
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the May 2, 2022 City Council Meeting, we will be issuing a Proclamation declaring the month of May as Asian Pacific American Heritage Month.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, Des Plaines is home to more than 9,000 citizens who trace their roots to Asia and the Pacific Islands; and

WHEREAS, the month of May was chosen as Asian Pacific American Heritage Month to commemorate the immigration of the first Japanese citizen, Nakahama Manjiro, to the United States on May 7, 1843, but also the anniversary of the May 10, 1869 completion of the first Transcontinental Railroad, built with the back-breaking labor of nearly 20,000 Chinese immigrants; and

WHEREAS, Asian Pacific American Heritage Month is observed nationwide throughout the month of May in recognition of the positive influence and numerous contributions of our Asian American Pacific Islander communities to our city, state and our country; and

WHEREAS, we celebrate the achievements and contributions of Asian Americans and Pacific Islanders that enrich our history, society and culture, and are an integral part of our nation's identity; and

WHEREAS, this Asian Pacific American Heritage Month, the City of Des Plaines supports our Asian American and Pacific Islander communities and ensures that Des Plaines is an equitable and welcoming place for all;

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim the month of May, 2022, as

ASIAN PACIFIC AMERICAN HERITAGE MONTH

Dated this 2nd day of May, 2022

Andrew Goczowski, Mayor



OFFICE OF THE MAYOR

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5301
desplaines.org

MEMORANDUM

Date: April 20, 2022
To: Aldermen
From: Andrew Goczkowski, Mayor AG..
Cc: Michael G. Bartholomew, City Manager
Subject: Proclamation

At the beginning of the May 2, 2022 City Council Meeting, we will be issuing a Proclamation declaring the month of May as Jewish American Heritage Month.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, Jewish American Heritage Month honors Jewish Americans who have helped weave the fabric of American history, culture and society; and

WHEREAS, the United States always has been a nation built on the contributions of immigrants, and Jewish Americans have contributed significantly to all areas of American life, including science and medicine, academia and the arts, sports and entertainment, business and labor, government, and military service; and

WHEREAS, the Jewish American story is an essential chapter of the American narrative. It is one of refuge from persecution; of commitment to service, faith, democracy, and peace; and of tireless work to achieve success; and

WHEREAS, the proud heritage of Jewish Americans is a reminder of the gift of religious freedom and the importance of a strong commitment to community and faith; and

WHEREAS, this Jewish American Heritage Month, the City of Des Plaines recognizes our local Jewish communities and strives to be an equitable and welcoming place for all;

Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim the month of May, 2022, as

JEWISH AMERICAN HERITAGE MONTH

Dated this 2nd day of May, 2022

Andrew Goczowski, Mayor



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: April 20, 2022

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Award Bid – 2022-2024 Multi-Year Holiday Decorating Program

Issue: The approved City budget includes funding for the installation and maintenance of downtown Holiday Decorations.

Analysis: The City has holiday decorations installed yearly by an outside vendor. The specifications for the bid required the bidders to provide pricing on the items listed below:

- Removal of all existing lighting currently in trees and the installation of new lighting of trees in the Downtown, Metropolitan Square, and Des Plaines River Road using the following colors: Red, Blue, Green, Purple, and White in an alternating fashion on each consecutive tree.
- Installation, maintenance and removal of garland and bows on 210 light poles.
- Installation and maintenance of the holiday tree and associated decorating in Metropolitan Square.
- The installation of decorative light lines at the downtown train station and Metropolitan Square Garage.
- Provide unit pricing on replacement light strands in years two and three of the contract.

Two bids for this service were opened on March 31, 2022 with the three-year bid tabulation listed below:

Contractor	2022	2023	2024	Total	Additional Light Strands
Four Seasons Décor, Inc	\$189,970	\$24,920	\$24,920	\$239,810	\$29.50
B&B Holiday Decorating	\$212,560	\$23,520	\$23,520	\$259,600	\$33.00

Four Seasons Décor, Inc. submitted the lowest bid for this contract and has previously completed similar work for the City with favorable results.

Recommendation: We recommend award of the 2022-2024 Multi-Year Holiday Decorating Program contract to Four Seasons Décor, Inc., 1510 Morgan Trail, McHenry, IL, 60051, in the three-year amount of \$239,810, with additional cost of \$29.50 per light strand. Source of funding for this contract will be the Street Maintenance Miscellaneous Contractual Services account (100-50-530-0000.6195).

Attachments:

Resolution R-83-22

Exhibit A - Contract

CITY OF DES PLAINES

RESOLUTION R - 83 - 22

A RESOLUTION APPROVING A CONTRACT WITH FOUR SEASONS DÉCOR, INC. FOR THE 2022-2024 MULTI-YEAR HOLIDAY DECORATING PROGRAM.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds in the Streets Maintenance Miscellaneous Contractual Services Fund for use by the Department of Public Works and Engineering during the 2022 fiscal year for the City's Multi-Year Holiday Decorating Program ("**Program**") to provide for the installation, maintenance, and removal of holiday decorations in various locations within the City during the 2022-2024 holiday seasons ("**Work**"); and

WHEREAS, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code and the City's purchasing policy, the City solicited bids for the procurement of the Work during the term of the Program; and

WHEREAS, the City received two bids, which were opened on March 31, 2022; and

WHEREAS, Four Seasons Décor, Inc. ("**Contractor**") submitted the lowest responsible bid; and

WHEREAS, the City desires to enter into a contract ("**Contract**") with Contractor for the performance of the Work pursuant to the Program in the not-to-exceed amount of: (i) \$189,970 for Work scheduled in 2022; (ii) \$24,920 for Work scheduled in 2023; (iii) \$24,920 for Work scheduled in 2024; and (iv) \$29.50 per unit for additional light strands; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Contract with Contractor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF CONTRACT. The City Council hereby approves the Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Contract.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Bid Award to Four Seasons Décor for the 2022-2024 Holiday Decorating Program

CITY OF DES PLAINES

CONTRACT FOR

2022-2024 Multi-Year Holiday Decorating Program

Full Name of Bidder FOUR SEASONS DECOR INC. ("Bidder")
Principal Office Address 1510 MORGAN TRAIL
Local Office Address (SAME AS ABOVE)
Contact Person JOHN J. ZACCAGNINI Telephone Number 312.607.6829

TO: City of Des Plaines ("Owner")
1420 Miner Street
Des Plaines, Illinois 60016
Attention: City Clerk; Room 602

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Holiday Decorating Program per attached specifications within the City of Des Plaines (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the

greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and

profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work,

See the schedule of prices in Attachment A.

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work for the following years: set up 2022, 2023, and 2024 and removal 2023, 2024, and 2025.

If the Work is not completed by Bidder in full compliance with and as required by or pursuant to this Contract and before the Completion Date, then Owner may invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 1,500

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, on a yearly basis from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.
Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. If this Contract is accepted, Bidder proposes and agrees that as part of Bidder's warranty obligations under this Contract, shall provide, perform, and complete all post-installation service, maintenance, and inspection Work as specified in Attachment A, and associated Work. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any 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 and certified payrolls.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience minimum of 10 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program." performing Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

By submitting this Contract proposal in response to this Invitation to Bid, Bidder hereby represents, warrants, and certifies that:

- ☐ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☐ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☐ Bidders has provided a list of client references; Minimum of 5 municipal references.
- ☐ Bidder has fully completed the entire Contract form including the Schedule of Prices in Attachment A.
- ☐ Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders (see *Preparation of Contract Proposals* section on Instructions to Bidder page)
- ☐ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. _____ [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☐ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: MARCH 30, 2022

Bidder's Status: ☒ ILLINOIS Corporation () _____ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: FOUR SEASONS DECOR INC.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____

(corporate seal)
(if corporation)

Printed Name: _____

Title/Position: _____

Bidder's Business Address: _____

Bidder's Business Telephone: _____

1510 MORGAN TRAIL
MCHENRY IL 60051

EMAIL
Facsimile:

JOHNZACC@SBCGLOBAL.NET

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
JOHN J ZACCAGNINI	PRESIDENT	1510 MORGAN TRAIL
		MCHENRY IL 60051

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of _____, 20__.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

CITY OF DES PLAINES

Signature: _____

Printed name: Michael G. Bartholomew

Title: City Manager

#12787998_v1

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

_____ as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____,

organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois, as the obligee (hereinafter called the "Owner"), in the full and just sum of \$25,000 _____ for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated _____, 20____, with the Owner titled Contractual Snow Removal (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor's obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for Contractual Snow Plowing; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise specifically provided in the Contract; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract, all of which is herein referred to as the "Work," whether or not any parts of the Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed on _____, 20__.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

By: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

By: _____

#23203960_v1

ATTACHMENT A

LED HOLIDAY LIGHTING AND DECORATION DETAIL

Downtown Trees--Bid includes Year 1 removal of existing lighting (not to be salvaged), purchase, installation, and maintenance, on downtown trees located on:

- Lee Street (between Dempster and Metropolitan Way)
- Miner Street (Between River Rd. and Graceland Ave.)
- Ellinwood St. (Between Graceland Ave. and River Rd.)
- Des Plaines Metra Station.
- River Rd. (Between Miner and Perry St.)

Lights will be maintained in years 2 and 3. Bid includes price per installed set using the following colors: Red, Blue, Green, Purple, and Pure White in an alternating fashion for each consecutive tree. Necessary wiring to light up two-hundred and nine (209) trees in “wrapped” fashion that defines the branches and twelve (12) bushes in the Library Plaza. Contractor to field verify tree locations and sizes prior to submitting bid. Light sets must be:

- Strands which are commercial single molded 50ct with 6" spacing (25' long strands)
- 5mm – Wide Angle LED's
- Spacing 6" on center
- Fully rectified
- Long life,
- Internal-fused,
- UL-approved outdoor LED light sets.

Samples of each color to be submitted for approval prior to installation. Contractor must supply all code compliant electrical wiring and extension cords necessary to light all trees described. The City of Des Plaines will supply 120-volt electrical power at ground outlets or festoons where possible. Some trees may require wiring from a more distant power source-field verify. Contractor shall provide all necessary light sets, labor, equipment, and materials for installation. Light sets to remain on trees at the end of season.

Metropolitan Square Trees--Bid includes Year 1 removal of existing lighting (not to be salvaged), purchase, installation, and maintenance, on sidewalk trees in the Metropolitan Market shopping area, near Market Place and Metropolitan Way. Lights will be maintained in years 2 and 3. Bid includes price per installed set using the following colors: Red, Blue, Green, Purple, and Pure White in an alternating fashion for each consecutive tree. Necessary wiring to light up forty-two (42) trees in a “wrapped” fashion that defines the branches. Contractor to field verify tree locations and sizes prior to submitting bid. Light sets must be:

- Strands which are commercial single molded 50ct with 6" spacing (25' long strands)
- 5mm – Wide Angle LED's
- Spacing 6" on center
- Fully rectified
- Long life,
- Internal-fused,
- UL-approved outdoor LED light sets.

Samples of each color to be submitted for approval prior to installation. Contractor must supply all code compliant electrical wiring and extension cords necessary to light all trees described. The City of Des Plaines will supply 120-volt electrical power at ground outlets or festoons where possible. Some trees may require wiring from a

more distant power source-field verify. Contractor to provide all necessary light sets, labor, equipment, and materials for installation. Light sets to remain on trees at the end of season.

Lighting density guidelines for Downtown and Metropolitan Square Trees:

Tree Trunk Diameter	Crown Spread	Minimum # of 50-light Strands
2.5"	5'	10
5"	12'	20
7.5"	20'	30
10"	24'	40
12.5"	35'	55
15"	50'	80

Downtown Trees

Diameter	Number of Trees	Minimum # of 50 Strand Lights	Total # of 50 Strand Lights	Year 1 Vendor Cost for Removal/Purchase/Installation
2.5"	93	10	930	26,970.00
5"	68	20	1,360	39,440.00
7.5"	20	30	600	17,400.00
10"	12	40	480	13,920.00
12.5"	6	55	330	9,570.00
15"	10	80	800	23,200.00
12 Bushes at Library	12	20	240	6,960.00

Metropolitan Square Trees

Diameter	Number of Trees	Minimum # of 50 Strand Lights	Total # of 50 Strand Lights	Year 1 Vendor Cost for Removal/Purchase/Installation
2.5"	4	10	40	1,160.00
5"	12	20	240	6,960.00
7.5"	18	30	540	15,660.00
10"	8	40	320	9,280.00
12.5"	0	55	0	—
15"	0	80	0	—

Pedestrian Light Pole Garland and Lighting--Bid includes decorating 210 light poles:

- Installation, maintenance, and removal on downtown pedestrian light poles, including those in Metropolitan Square, Miner St, Ellinwood St., Lee St., River Rd, and around Library Plaza using City supplied garland.
- The yearly purchase of 2-18" diameter at bow red disposable (not plastic) bows per pole. Samples to be

submitted for approval prior to installation.

- The installation and removal of City owned garland on the Metropolitan Square sign on Miner St.

Metropolitan Square Christmas Tree—Bid includes pricing to set up and take down of a Dekra-Lite Collection 30 foot pre-lit Sequoia Tree and associated tree decorations. The City of Des Plaines will supply 120-volt electrical power at ground distribution panel outlet and palletized sandbags for anchoring. Contractor to provide all necessary equipment and materials for installation.

Train Station & Metropolitan Square Parking Deck Light Lines--Bid includes purchase, installation, maintenance, and removal of approx. 1000 feet of lighting along the Metra train station roof and platform overhang edges and the installation and removal of a light line along the top deck of the Metropolitan Square Parking Garage. Price to include all mounting hardware. Contractor to provide all necessary equipment and materials for installation. City to provide electrical supply.

SCHEDULING

A pre-decorating meeting will be conducted with the awarded contractor no later than September 1, of each contractual year to finalize locations of trees, light poles, and facilities to be decorated. The lighting and decorations shall be installed no later than November 1st of each year of the contract and removed between January 4th and January 13th of each year; weather dependent. The successful bidder must also be available for a mid-season walk-through to review installation with Public Works. Proposed maintenance to include replacement of bulbs/wiring as needed.

GENERAL CONDITIONS

1. The existing lighting must remain in operation 100 percent of the time. At no time shall the street lighting be inoperable or allowed to be placed out of service.
2. Before submitting a Bid, Bidders shall carefully examine the site, fully inform themselves as to all existing conditions, and shall include in the Bid a sum to cover the cost of all such items affecting the work.
3. No Bidder to whom a Contract is awarded shall be allowed extra compensation on account of any matter or thing which Bidder could have made himself/herself aware of prior to Bidding.
4. All cutting, patching and repair for damage resulting from the work is to be the responsibility of the Contractor.
5. All rubbish resulting from work by this Contractor is to be removed from site and legally disposed of. Temporary storage of materials is to be in areas designated by the Owner.
6. Grounds must be protected against damage that might result from this work. Any damage caused by the Contractor shall be his responsibility and shall be repaired at his expense.

Total Base Bid shall include all costs for installation, maintenance, and removal of holiday decorating program:

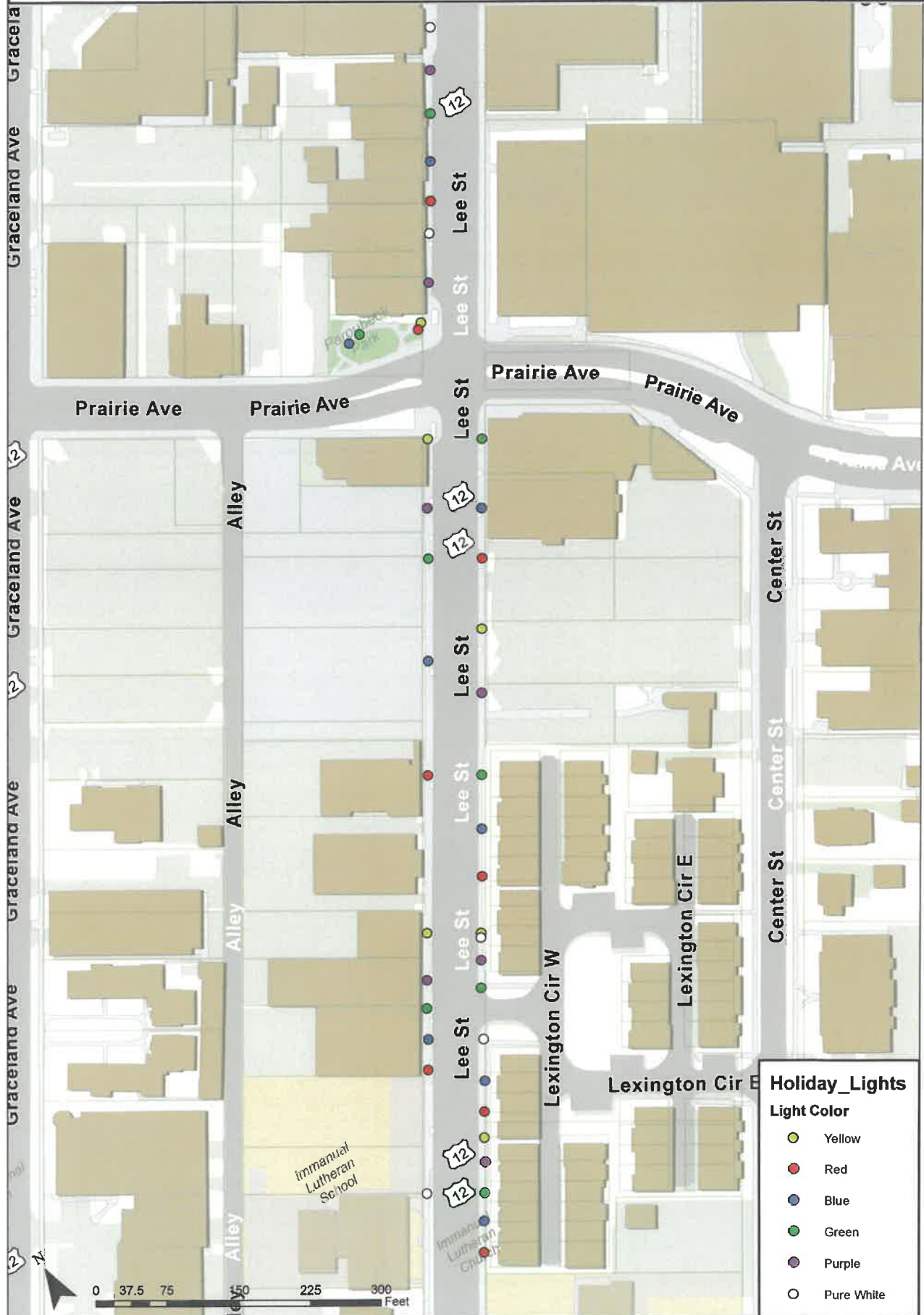
Schedule of Prices

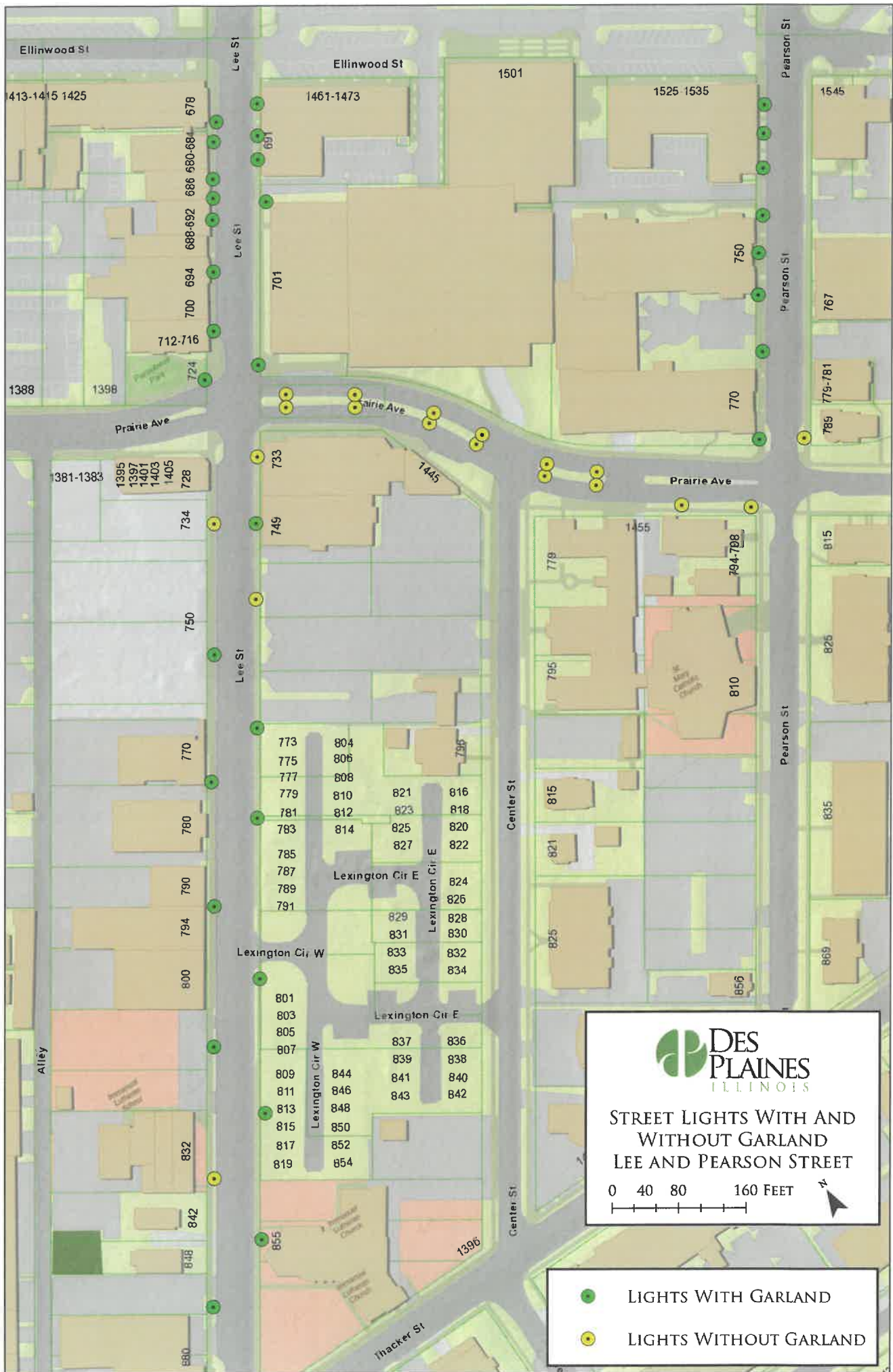
	2022-23 Year 1	2023-24 Year 2	2024-25 Year 3
Downtown Trees	\$ 137,460. ⁰⁰	\$ 4,420. ⁰⁰	\$ 4,420. ⁰⁰
Metropolitan Square Trees	\$ 33,060. ⁰⁰	\$ 1,050. ⁰⁰	\$ 1,050. ⁰⁰
Metropolitan Square Christmas Tree	\$ 4,400. ⁰⁰	\$ 4,400. ⁰⁰	\$ 4,400. ⁰⁰
Train Station/Metropolitan Square Light Lines	\$ 3,500. ⁰⁰	\$ 3,500. ⁰⁰	\$ 3,500. ⁰⁰
Pedestrian Light Pole Garland/Lighting	\$ 11,550. ⁰⁰	\$ 11,550. ⁰⁰	\$ 11,550. ⁰⁰
TOTAL CONTRACT COST	\$ 189,970.⁰⁰	\$ 24,920.⁰⁰	\$ 24,920.⁰⁰

Three Year Total Price \$ 239,810.⁰⁰

ALTERNATE PRICING

ITEM	Quantity	Price Per Unit	Extended Total
38"x18" Streetlight Banner removal and replacement	120	\$ 20. ⁰⁰	\$ 2400. ⁰⁰
50"x24" Streetlight Banner removal and replacement	162	\$ 20. ⁰⁰	\$ 3240. ⁰⁰
72" x 24" Streetlight Banner removal and replacement	20	\$ 20. ⁰⁰	\$ 400. ⁰⁰
Installation and removal of 3'x8.5' Silhouette Tree Pole Mount Decorations supplied by City	54	\$ 65. ⁰⁰	\$ 3510. ⁰⁰
Installation and removal of 5.5' Half Snowflake Pole Mount Decorations supplied by City	46	\$ 65. ⁰⁰	\$ 2990. ⁰⁰
ADDITIONAL PER UNIT PRICING			
Additional installed (Red) LED light strand replacement per light strand	Per unit installed	\$ 29. ⁵⁰	
Additional installed (Blue) LED light strand replacement per light strand	Per unit installed	\$ 29. ⁵⁰	
Additional installed (Green) LED light strand replacement per light strand	Per unit installed	\$ 29. ⁵⁰	
Additional installed (Purple) LED light strand replacement per light strand	Per unit installed	\$ 29. ⁵⁰	
Additional installed (Pure White) LED light strand replacement per light strand	Per unit installed	\$ 29. ⁵⁰	







COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

MEMORANDUM

Date: April 21, 2022
To: Michael G. Bartholomew, City Manager
From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*
Subject: 783-841 Lee Street – Release of the Maintenance Security for Public Improvements

Issue: John Agenlian, Vice President of Land Development with Lexington Homes, LLC (“Developer”), has submitted a formal request for the release of the 18-month maintenance security (a surety bond) that ensures maintenance and repair of the required public improvements associated with the project.

Analysis: On August 15, 2016, the City Council adopted Ordinance Z-17-16 granting final approval for the Lexington Pointe Planned Unit Development at 783-841 Lee Street. In April 2017, Lexington Homes posted a subdivision improvement security in the form of a bond in the amount of \$1,834,332.50, which equaled 125% of the estimate to complete the public improvements. On September 7, 2020 and with the recommendation of the Public Works and Engineering Department, the City Council via Resolution R-150-20 accepted the public improvements and released the performance security. However, the developer was required to post a 10% maintenance security, or \$183,433.25, to be held by the City for 18 months, pursuant to Section 13-2-8 of the Subdivision Regulations (City Code). The developer did so in the form of a surety bond.

The 18-month period has expired, and the developer has requested formal release of the security. Public Works and Engineering has reviewed this request, inspected the development and improvements, and concurs that the maintenance security may be released.

Recommendation: Staff recommends approval of R-84-22, authorizing the release of the maintenance security in the amount of \$183,433.25.

Attachments:

Attachment 1: Public Works and Engineering Department Memo

Resolution

R-84-22



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
desplaines.org

MEMORANDUM

Date: April 12, 2022
To: John Carlisle, Director of Community and Economic Development
From: John La Berg, P.E., Civil Engineer
Cc: Jon Duddles, P.E., Assistant Director of Public Works and Engineering
Subject: 783-841 Lee St. Lexington Pointe Maintenance Bond

Per your request, Public Works and Engineering has inspected the above for the 18-month maintenance warranty, and found no issues that would prohibit the release of the bond back to the developer.

JL/jl

CITY OF DES PLAINES

RESOLUTION R - 84 - 22

**A RESOLUTION RELEASING THE MAINTENANCE
SECURITY FOR LEXINGTON POINTE PLANNED UNIT
DEVELOPMENT (783-841 LEE STREET).**

WHEREAS, on August 15, 2016, the City Council adopted Ordinance No. Z-17-16, approving the final plat for the Lexington Pointe Planned Unit Development ("**PUD**"), which PUD consists of the property commonly known as 783-841 Lee Street in the City ("**Subject Property**"); and

WHEREAS, in connection with the approval of the PUD, John Agenlian of Lexington Homes, LLC ("**Developer**") agreed to construct certain public improvements, including, without limitation, sanitary sewer, water main, storm sewer, catch basins, paving, grading and erosion control, lighting, landscaping, and other miscellaneous public improvements (collectively, the "**Public Improvements**"), and posted a performance bond in the amount of \$1,834,332.50 to secure the completion of the Public Improvements ("**Performance Security**"); and

WHEREAS, on September 8, 2020, the City Council approved Resolution R-150-20 accepting the Public Improvements and releasing the Performance Security but requiring the developer to post security for the maintenance and repair of the Public Improvements, in the amount of \$183,433.25, or 10% of the Performance Security, for which the Developer posted a Maintenance Bond on September 21, 2020, with Great American Insurance Company as Surety ("**Maintenance Security**") for a period of 18 months as required by Section 13-2-8 of the City Code; and

WHEREAS, the 18-month period has ended and the Developer has submitted a request to release the Maintenance Security; and

WHEREAS, the Department of Public Works and Engineering has determined that all of the Public Improvements have been properly maintained and recommends release of the Maintenance Security; and

WHEREAS, pursuant to Section 13-2-8 of the City Code, the City Council has determined that it is in the best interest of the City to release the Maintenance Security in accordance with the provisions of this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows;

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this resolution as findings of the City Council.

SECTION 2: LEGAL DESCRIPTION. The Subject Property is legally described as

follows:

PARCEL 1

THAT PART OF LOT 8 IN BLOCK 9 IN PARSON AND LEE'S ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PARTS OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY OR MOST NORTHERLY CORNER OF SAID LOT 8; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE THEREOF, A DISTANCE OF 162.00 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 8, A DISTANCE OF 5.00 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 4.375 FEET (4 FEET 4.5 INCHES) MORE OR LESS TO A LINE 11 0.5 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ALONG THE SAID LAST PARALLEL LINE. A DISTANCE OF 1.17 FEET (1 FOOT 2 INCHES); THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 22 .5 FEET TO A LINE 133.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ALONG THE SAID LAST PARALLEL LINE, A DISTANCE OF 109.875 FEET (109 FEET 10.5 INCHES), MORE OR LESS TO THE SOUTHWESTERLY LINE OF SAID LOT 8; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 134.5 FEET, MORE OR LESS TO THE SOUTHWESTERLY CORNER OF SAID LOT 8; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE THEREOF, A DISTANCE OF 116.00 FEET TO THE POINT OF BEGINNING;

ALSO, PARCEL 1A LOTS 1 AND 2 IN MOEHLING'S RESUBDIVISION, BEING A RESUBDIVISION OF THE NORTHWESTERLY 149.00 FEET OF LOT 6 AND ALL OF LOT 7 IN BLOCK 9 IN PARSON AND LEE'S ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PARTS OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1971 AS DOCUMENT 21404624, BEING SITUATED IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF LOT 8 IN BLOCK 9 IN PARSON AND LEE'S ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PARTS OF SECTIONS 17

AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY OR MOST NORTHERLY CORNER OF SAID LOT 8; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE THEREOF, A DISTANCE OF 162.00 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 8, A DISTANCE OF 5.00 FEET; THENCE NORTHWESTERLY, PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 4.375 FEET (4 FEET 4.5 INCHES) MORE OR LESS TO A LINE 110.50 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ALONG THE SAID LAST PARALLEL LINE, A DISTANCE OF 1.17 FEET (1 FOOT 2 INCHES); THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 22.5 FEET TO A LINE 133.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ALONG THE SAID LAST PARALLEL LINE. A DISTANCE OF 51.83 FEET TO A POINT ON A LINE THAT IS 58.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 8; THENCE SOUTHEASTERLY ALONG THE SAID LAST PARALLEL LINE, A DISTANCE OF 133.00 FEET TO THE SOUTH EASTERLY LINE OF SAID LOT 8; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE. A DISTANCE OF 58.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 8; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 106.13 FEET TO THE PLACE OF BEGINNING; TOGETHER WITH A STRIP OF LAND LYING SOUTHEASTERLY OF SAID LOT 8 AND NORTHWESTERLY OF THE NORTHWESTERLY LINE OF CENTER STREET AND SOUTHWESTERLY OF NORTHEASTERLY LINE, EXTENDED SOUTHEASTERLY OF LOT 8 AND NORTHEASTERLY OF THE SOUTHEASTERLY EXTENSION OF A LINE THAT IS 58.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 8, BEING SITUATED IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

PARCEL 3

THAT PART OF LOT 8 IN BLOCK 9 IN PARSON AND LEE'S ADDITION TO DES PLAINES, IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 8; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE THEREOF, A DISTANCE OF 58.00 FEET; THENCE NORTHWESTERLY

ALONG A LINE PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE 133.00 FEET; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT, A DISTANCE OF 58.00 FEET TO THE SOUTHWESTERLY LINE THEREOF; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE THEREOF. A DISTANCE OF 133.00 FEET TO THE PLACE OF BEGINNING; TOGETHER WITH A STRIP OF LAND, LYING SOUTHEASTERLY OF SAID LOT 8 AND NORTHWESTERLY OF THE NORTHWESTERLY LINE OF CENTER STREET AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE. EXTENDED SOUTH EASTERLY OF LOT 8 AND SOUTHWESTERLY OF THE SOUTHEASTERLY EXTENSION OF A LINE, THAT IS 58.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 8, BEING SITUATED IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

PARCEL 4

LOT 16 (EXCEPT THE SOUTH 9.00 FEET THEREOF MEASURED ON NORTHWESTERLY AND SOUTHEASTERLY LINES) IN BLOCK 9 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION OF PARTS OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH. RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND, LYING SOUTHEASTERLY OF SAID LOT 16 AND NORTHWESTERLY OF THE NORTHWESTERLY LINE OF CENTER STREET AND SOUTHWESTERLY OF THE NORTHEASTERLY LINE. EXTENDED SOUTHEASTERLY OF LOT 16 AND NORTHEASTERLY OF THE SOUTHEASTERLY EXTENSION OF A LINE THAT IS 9.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 16, BEING SITUATED IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

PARCEL 5

LOT 15 (EXCEPT THE NORTHWESTERLY 5.00 FEET THEREOF) AND THE SOUTH 9.00 FEET (EXCEPT THE NORTHWESTERLY 5.00 FEET THEREOF) OF LOT 16 IN BLOCK 9 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION OF PARTS OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING SOUTHEASTERLY OF SAID LOTS 15 AND 16 AND NORTHWESTERLY OF THE NORTHWESTERLY LINE OF CENTER STREET AND NORTHEASTERLY OF THE SOUTHWESTERLY LINE, EXTENDED SOUTHEASTERLY OF SAID LOT 15 AND SOUTHWESTERLY OF THE SOUTHEASTERLY EXTENSION OF A LINE, THAT IS 9.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 16 BEING SITUATED IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

PARCEL 6

LOT 14 (EXCEPT THE NORTHWESTERLY 5.00 FEET) IN BLOCK 9 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION OF PARTS OF SECTIONS 17 AND 20 TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND, LYING SOUTHEASTERLY OF SAID LOT 14 AND NORTHWESTERLY OF THE NORTHWESTERLY LINE OF CENTER STREET AND BETWEEN THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID LOT 14 EXTENDED SOUTHEASTERLY TO THE NORTHWESTERLY LINE OF CENTER STREET, BEING SITUATED IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

PARCEL 7

LOTS 9, 10, 11 , 12 AND 13 AND THE NORTHWESTERLY 5.00 FEET OF LOTS 14 AND 15 AND THE NORTHWESTERLY 5.00 FEET OF THE SOUTHWESTERLY 9.00 FEET OF LOT 16 ALL IN BLOCK 9 IN PARSON AND LEE'S ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PARTS OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND, LYING SOUTHEASTERLY OF SAID LOT 13 AND NORTHWESTERLY OF THE NORTHWESTERLY LINE OF CENTER STREET AND BETWEEN THE NORTHEASTERLY AND SOUTHWESTERLY LINES OF SAID LOT 13, EXTENDED SOUTHEASTERLY TO THE NORTHWESTERLY LINE OF CENTER STREET; ALSO,

PARCEL 7A

LOTS 1 AND 2 IN MOEHLING'S RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF PART OF LOTS 146 AND 147 IN THE ORIGINAL TOWN OF RAND. NOW THE CITY OF DES PLAINES IN THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 1981 AS DOCUMENT 26039347, BEING SITUATED IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

PINS: 09-20-200-011-0000, 09-20-200-012-0000, 09-20-200-013-0000,
 09-20-200-023-0000, 09-20-200-037-0000, 09-20-200-038-0000,
 09-20-200-039-0000, 09-20-200-040-0000, 09-20-200-043-0000,
 09-20-200-044-0000, 09-20-200-045-0000, 09-20-200-047-0000

Commonly known as 783-841 Lee Street, Des Plaines, Illinois.

SECTION 3: RELEASE OF MAINTENANCE SECURITY. In accordance with Section 13-2-8 of the City Code, the City Council hereby authorizes the release of the Maintenance Security.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Release of Maintenance Security for Lexington Pointe 783-841 Lee Street



FIRE DEPARTMENT

405 S. River Rd
Des Plaines, IL 60016
P: 847.391.5333
desplaines.org

MEMORANDUM

Date: April 14, 2022

To: Michael Bartholomew, City Manager

From: Daniel Anderson, Fire Chief *DA*

Sam Foster, Deputy of Administration/Support/EMA *SF*

Subject: Purchase of Fire Department Fleet Maintenance Services

Issue:

During the 2022 Budget Preparation process the Fire Department fleet maintenance and repair processes were reviewed. Fire Department staff was tasked to work with Public Works staff and a vendor to assess the fleet, preventive maintenance processes, and perform certain preventive maintenance services.

Analysis:

Fire and Public Works staff met to discuss existing processes and agreed to have several units from the fire department evaluated by a vendor who specializes in and is certified to perform maintenance of fire apparatus.

Fire Department staff received information from three vendors who specialized in fire department fleet maintenance. The vendors reviewed were MacQueen Emergency in Aurora, Fire Service Inc. in Naperville, and Legacy Fire Apparatus in Shorewood. Each of the vendors had similar pricing structures, were capable of performing field service and repairs, were located within the Chicago metro area within reasonable distances from Des Plaines, had certified Emergency Vehicle Technicians (“EVT”), offered pickup and delivery service, and performed fleet services for municipalities or fire districts.

After reviewing each vendor, Legacy Fire Apparatus was chosen to perform the initial assessment and preventive maintenance of several pieces of apparatus based on their price structure, availability and pickup/drop off service. Legacy initially performed inspections and preventive maintenance on two pieces of fire apparatus and an ambulance. Upon inspection of the two fire apparatus, there were some immediate repairs that needed to be completed. Legacy provided pricing and timeline for the repairs which were authorized and completed in short time.

Based on the level of services capable of being performed in one location, such as leaf spring suspension replacement, and a significant reduction in apparatus out of service time, additional pieces of apparatus were sent for evaluation and preventive maintenance.

Staff has determined the level of service and capabilities provided along with the significant reduction in out of service time and acceptable costs, continued use of Legacy Fire Apparatus would be appropriate.

A purchase order of in the amount of \$19,500 was previously requested and approved. Staff is requesting an authorization for an additional \$55,500 to continue with the fleet maintenance and significant known repairs throughout the balance of the year for a total amount not to exceed \$75,000. The funding would be through the General Fund 100-70-710-6310.

Recommendation:

Staff recommends City Council authorize an additional \$55,500 to the original purchase order and the continued use of Legacy Fire Apparatus to perform known repairs and preventive maintenance services in an amount not to exceed \$75,000.

Attachments:

Resolution R – 85 – 22

CITY OF DES PLAINES

RESOLUTION R - 85 - 22

**A RESOLUTION AUTHORIZING THE PROCUREMENT
OF FLEET MAINTENANCE SERVICES FOR FIRE
DEPARTMENT FLEET VEHICLES FROM LEGACY FIRE
APPARATUS.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Fire Department has identified the need to procure certain maintenance services for the Fire Department's fleet of trucks and apparatus, including the assessment of the fleet, development of preventative maintenance processes, and performance of certain preventative maintenance services (collectively, the "**Services**"); and

WHEREAS, City staff obtained pricing schedules for the Services from three qualified Vendors who specialize in performing the Services on fire apparatus and staff determined Legacy Fire Apparatus of Shorewood, Illinois ("**Vendor**") has the best overall service structure for the Fire Department's needs; and

WHEREAS, the Vendor has previously performed vehicle maintenance services for the City to the City's satisfaction; and

WHEREAS, the City previously authorized the expenditure of \$19,500 for the Services from the Vendor administratively; and

WHEREAS, City desires to procure additional Services from the Vendor during the 2022 fiscal year in not to exceed amount of \$55,500, for a total expenditure for the Services in the amount of \$75,000; and

WHEREAS, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements and procure the Services from the Vendor in accordance with the Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the purchase of the Service is hereby waived.

SECTION 3: APPROVAL OF PURCHASE. The City Council hereby approves the purchase of the Service from the Vendor in a total not-to-exceed amount of \$75,000.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments necessary to complete the purchase of the Equipment from the Vendor in a total not-to-exceed amount of \$75,000.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Res Approving Purchase for FD Fleet Maintenance Service 2022



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
desplaines.org

MEMORANDUM

Date: April 20, 2022

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering

Subject: Proposed License Agreement for the Proposed Wireless Facility Project at 691 Lee Street

Issue: Chicago SMSA Limited Partnership d/b/a Verizon Wireless is requesting a License Agreement that includes a utility easement behind 691 Lee Street in order to construct a small cell facility at the northeast corner of Lee Street and Ellinwood Street.

Analysis: The purpose of the License Agreement is for the construction of a proposed wireless facility at the northeast corner of Lee Street and Ellinwood Street in accordance with the Small Wireless Facilities Deployment Act and Section 9-5-13 of the City Code. The deployment of small wireless facilities is of vital interest to the State due to the positive impact of wireless technology.

The proposed 8'-wide easement would begin at the north entrance of the Des Plaines Library Garage and extend northerly along the west side of the Des Plaines Library a distance of 137.87' to the Ellinwood Street right-of-way. Verizon Wireless has provided an appraisal for the subjected easement property (Attachment 1) and will compensate the City for the 1,103 square foot easement based on the appraised value of \$16,545.

Recommendation: We recommend approval of the License Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless and compensation from the company in the amount of \$16,545.

Attachments:

Attachment 1 – Easement Land Value Appraisal
Resolution R-86-22
Exhibit A

GREAT REALTY ADVISORS

City of Des Plaines
Des Plaines, Cook County, Illinois

And

Verizon Wireless

March 15, 2021

Re: Land Value Appraisal of the 1,103 square feet easement for the wireless facility project
at 691 Lee Street, Des Plaines, IL 60016

In accordance with your request, we have prepared this appraisal report format for the above referenced property. The purpose of this appraisal is to estimate the market value of the subject property as of March 15, 2021. The intended use of this appraisal is to estimate the value of the subject property for contract/lease purposes. This appraisal adheres to the Uniform Act Section 24.103 Criteria for Appraisals as well as USPAP (Uniform Standards of Professional Appraisal Practice).

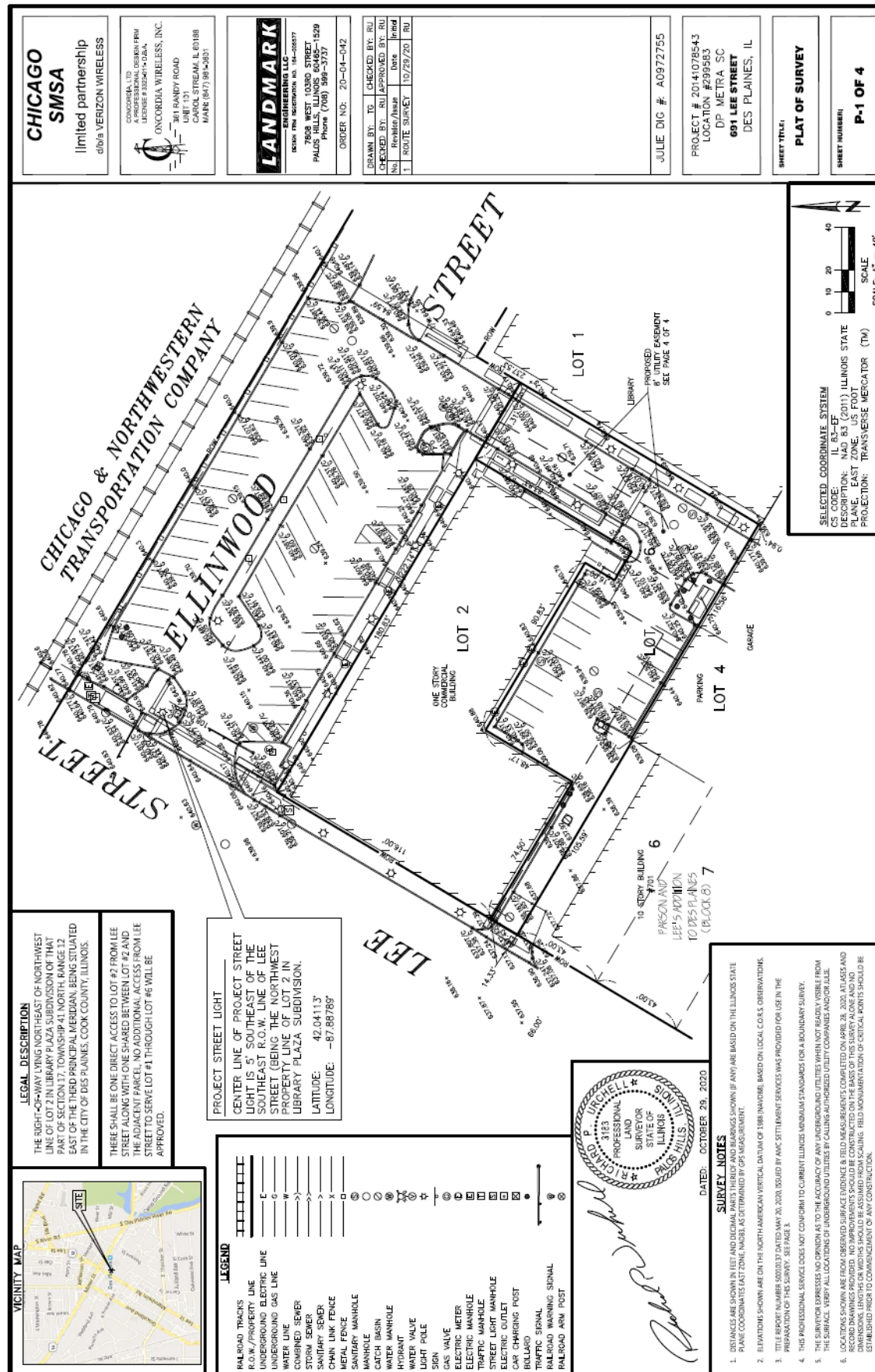
The subject property is **located** parallel to Lee Street, southwest of Miner Street and northwest of Prairie Avenue in the Central Business District of Des Plaines, Cook County, Illinois. The city of Des Plaines is a northwest suburb of Chicago, surrounded by Mount Prospect to the west, Park Ridge to the south, Morton Grove and Glenview to the east, and Prospect Heights and Northbrook to the north. The subject property is located one mile west of I-294 (Tri-State Tollway) and three miles north of Interstate 90 (Northwest Tollway). The subject is located 21 miles northwest of the Chicago "Loop".

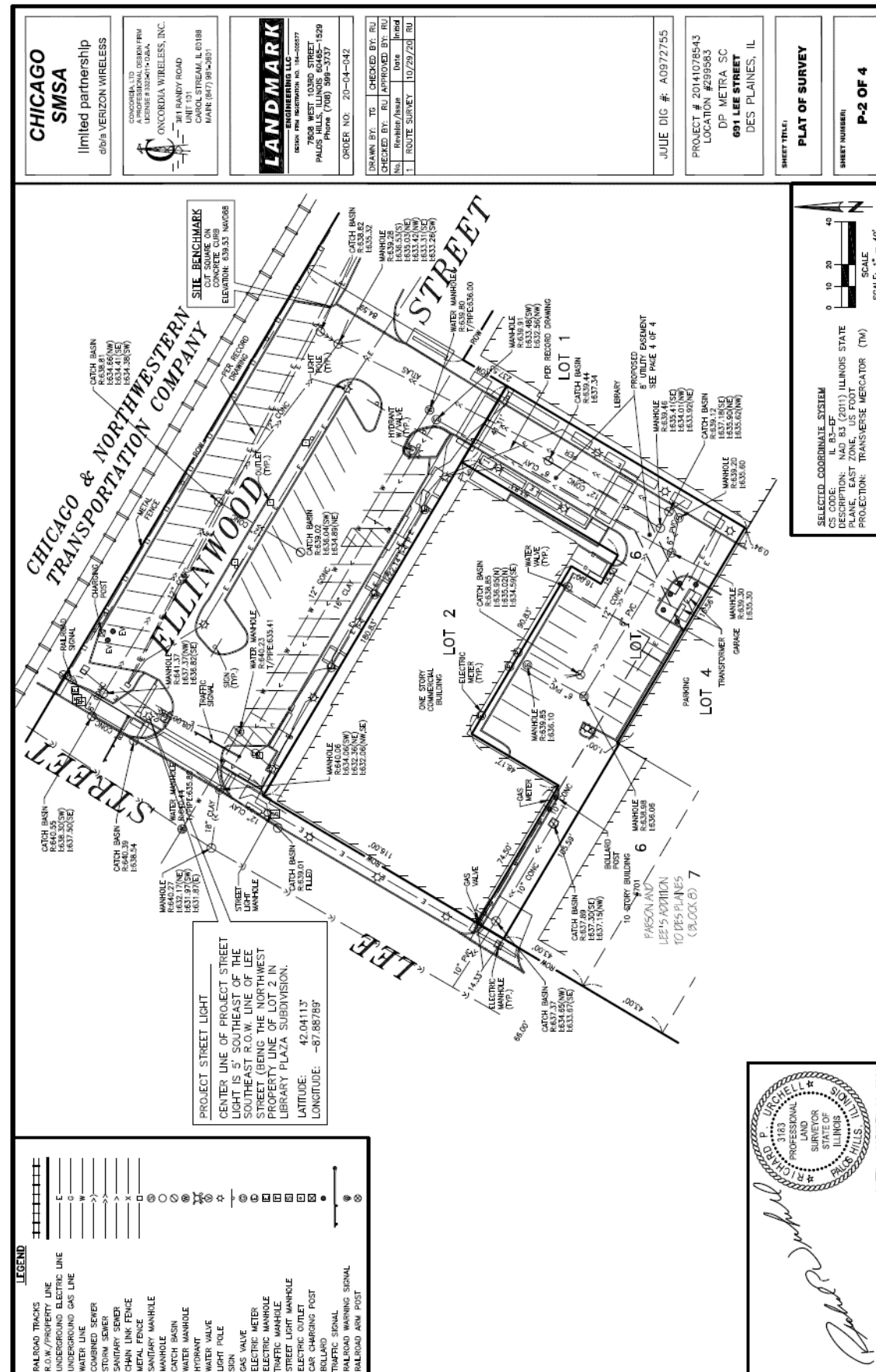
The parent, larger **site** which covers the subject easement is property identification number 09-17-419-037-0000. This larger site is an irregularly shaped site measuring 12,850 SF which wraps around the building located along Lee Street which is the Library Plaza Retail Center. The subject site is owned by the City of Des Plaines and is utilized for loading and deliveries to the retail center tenants and utilized as an access road to the City of Des Plaines Municipal Parking (garage and surface lot). The proposed easement will run parallel to Lee Street behind the Library Plaza Retail Center in generally a southwest to northeast direction. The easement is 8 feet wide and approximately 137.875 feet in length. According to plans provided, the total size of the easement equates to **1,103 SF**.

The proposed location of the subject easement is located in an area zoned C-5 Central Business.

The purpose of the subject easement is to provide underground utilities for a proposed wireless facility project. The site diagrams are attached on the following pages.

401 N. Michigan Ave., Suite 1200, Chicago, IL 60611 (312) 64-GREAT (312) 644-7328 FAX (312) 644-7360
3009 35th Street, Suite 300, Oak Brook, IL 60523 (630) 323-9000 FAX (630) 323-9026
e-mail: knitter@greatrealty.com





[illegible]

Scope of the Appraisal

The scope of this appraisal report included the physical inspection of the subject property and the collection and analysis of pertinent data, analyses of highest and best use and the application of the appropriate valuation method(s), the Cost Approach, the Sales Comparison Approach, and/or the Income Capitalization Approach.

Market data compiled for this report include a variety of data including comparable sales and listings. These data are the result of research specific to the Des Plaines market area and other similar markets pertinent to the subject. The data were verified by buyers, sellers, brokers, managers, government officials or other sources regarded as knowledgeable and reliable. Information and data such as zoning, real estate taxes, assessments, building sizes and encumbrances were obtained from governmental sources.

Specifically, improved sales were obtained by researching our files and various transactions that are recorded in the Northwest Suburban Markets. In most cases, sales information was verified by parties to the transaction, or by brokers involved in the transaction. Where this type of verification is not available, data recorded in the county records and in published sources were utilized. Emphasis was placed on transactions for which direct verification was available.

Specific estimates concerning the value per square foot and obsolescence estimate reflect the judgment of the appraisers based on our interpretation of the available market data. The reasoning behind these estimates is illustrated throughout the appraisal. The subject is a special use property and the Sales Comparison Approach has been considered the major determinant of value.

Definition of Market Value

Market Value is defined as “The most probable price which a property should bring in a competitive and open market under all condition’s requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition of value conforms to FIRREA guidelines. (Per Interagency Guidelines dated December 2010).

Exposure Period

Exposure Period considers the marketing efforts, which are assumed to have occurred before the date of value. The value conclusion, as set forth in this appraisal, is based on a projected exposure period for the property of approximately nine months from the date of value. We have estimated the exposure period for the subject based on current and projected industrial market conditions, the estimated market value of the property stated herein, and upon the listing periods of recently properties in the market.

Date of Value

This appraisal report with its analyses, conclusions and final expressions of value are specifically applicable to the date of value, March 15, 2021.

Subject History

The subject site is owned by the City of Des Plaines. The subject site supplements parking and loading for tenants doing business in the Des Plaines Central Business District. The subject is not listed for sale, not under contract and there have been no transfers of the subject in the last three years.

Zoning

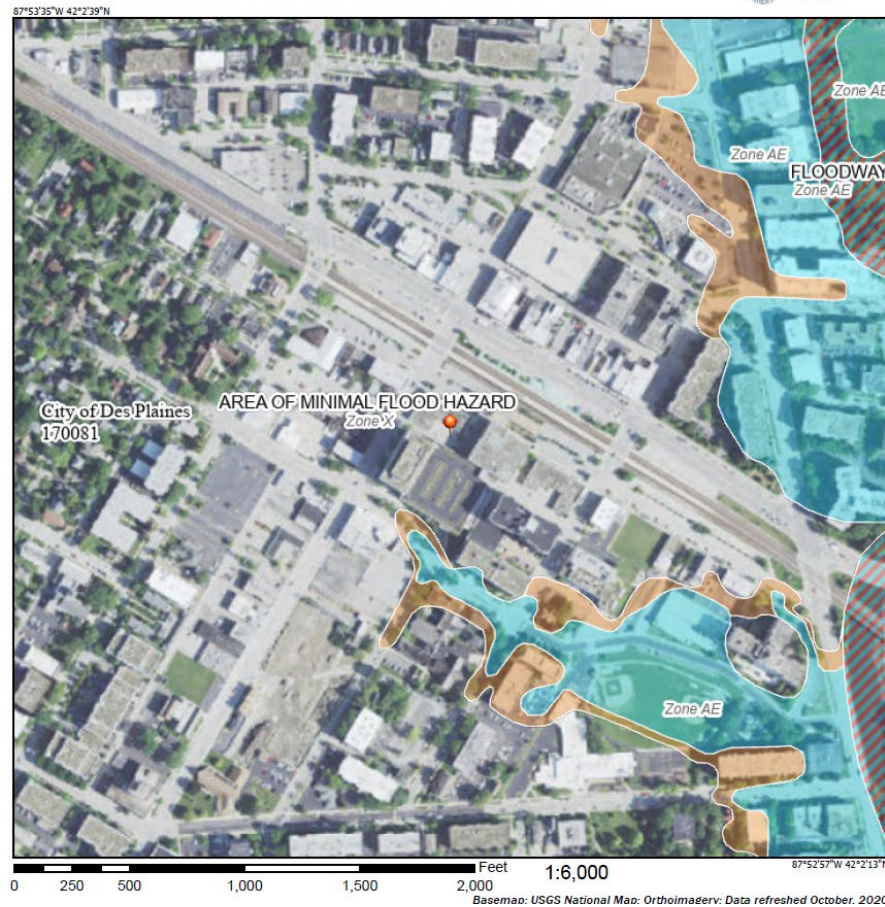
According to the City of Des Plaines the proposed location of the subject easement is located in an area zoned C-5 Central Business.

Flood Plain:

Flooding in the City of Des Plaines is a well-documented concern for residents. According to FEMA map panel # 17031C0217J, effective on 08/19/2008, the subject is situated in an area designated Zone "X" which is defined as an area of low flood risk. The flood map appears on the following page.

Flood Map

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone A, V, A99
- With BFE or Depth Zone AE, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depths less than one foot or with drainage areas of less than one square mile Zone X
- Future conditions 1% Annual chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes, Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- NO SCREEN: Area of Minimal Flood Hazard Zone X
- Effective LOMRS
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

- channel, culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

Map Description: The map displays the Mississippi River Gulf Outlet (MRGO) area, showing various flood hazard zones (A, AE, AH, VE, AR, X, D, X, D) and structural features (channel, culvert, storm sewer, levee, dike, floodwall). The map includes a north arrow and a scale bar (0 to 10 miles). The map is divided into map panels, with a legend indicating digital data availability and unmapped areas.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/14/2021 at 9:38 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Appraisal and Valuation Approach

In determining this value estimate, the three most widely used and accepted methods of evaluation were considered: the Cost, Income Capitalization and the Sales Comparison Approaches.

The Sales Comparison Approach will be utilized exclusively to determine the value of the subject (vacant land) “as is”. The Sales Comparison Approach is dependent on a direct comparative technique of the sale or offering of similar properties. Since no two properties are ever identical, it is necessary to analyze and determine the degree of comparability between the subject and the sale properties for differences. The primary unit of comparison utilized in the valuation of the subject property was the price per square foot gross land area. There were several comparable sales in the subject area and emphasis has been given to this approach due to the correlation in estimating the units of comparison, the reliability of the data, the consistency and amount of information available.

“As is” Land Valuation-Sales Comparison Approach

The market value of the subject land is estimated, via the Sales Comparison Approach. This approach is based upon the assumption that a prudent buyer would not pay more for a property than it would cost to acquire a comparable substitute property. Additionally, this approach involves direct comparison of the property being appraised to other similar type properties that have sold or are currently offered for sale. Since no two properties are ever identical, adjustments for differences in quality, location, size, and market appeal are often necessary.

The reliability of this technique is dependent upon the availability of comparable sales data, the verification of the sales data, the degree of comparability of each sale with the subject properties, the date of sale in relation to the date of the appraisal, taking into account market changes during the interim, and consideration of any atypical conditions affecting the price or terms of the sale.

The price a typical purchaser pays is usually the result of an extensive shopping process in which available alternatives are compared. The property purchased typically represents the best available balance between the buyer's specifications and the purchase price. Hence, carefully verified and analyzed data will generally provide good evidence of value if it represents typical actions and reactions of buyers and sellers active in the market.

The “As is” Land Valuation-Sales Comparison Approach will provide the basis which the annual value (rent) of the easement can be determined.

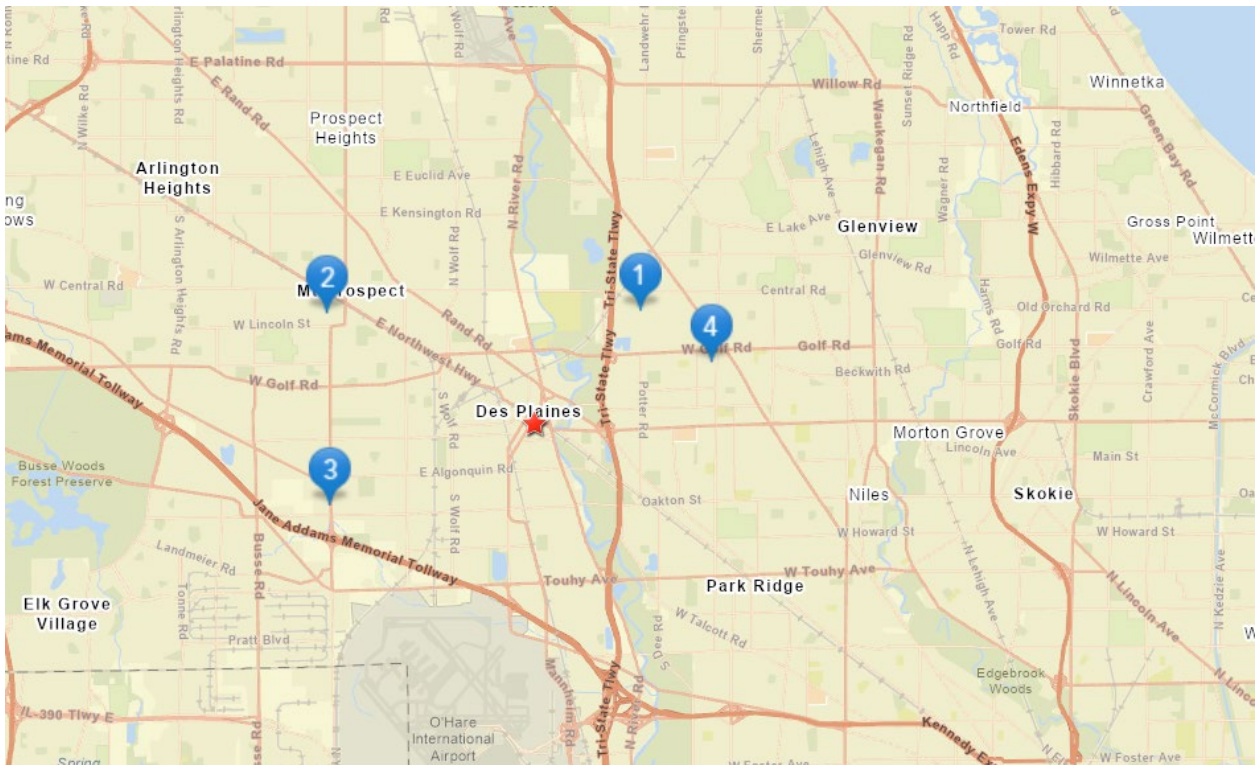
Land Sales Comparable No. 1	
Location	10335 Dearlove Rd. Glenview, IL 60025
Date of Sale	10/07/2020
Sale Price	\$300,000
Seller	Bessie A. Christodouloupoulos
Buyer	Not available
Terms	All cash
Size	33,411 SF
Zoning	Commercial-Redevelopment
Topography	Level
Utilities	To the edge of the site
Frontage	102 ft. on Dearlove Rd.
Structures	Small residence
Price per Square Foot	\$8.98/SF
This comparable is the recent sale of a land site located in Glenview, IL just east of the rail tracks. This site is slated for redevelopment although the plans are not yet revealed. This sale was verified by the listing broker Jim Tsevis, Eprus Group Inc.	

Land Sales Comparable No. 2	
Location	19 N. Elmhurst Ave. Mt. Prospect, IL
Date of Sale	01/13/2020
Sale Price	\$599,000
Seller	Park Ter Mt Prospect LLC
Buyer	Colleen Ogara
Terms	All cash
Size	42,000 SF
Zoning	Residential
Topography	Level
Utilities	To the edge of the site
Frontage	200 ft. N. Elmhurst
Structures	None
Price per Square Foot	\$14.26/SF
This comparable is the recent sale of a vacant site being redeveloped into 12 attached single-family homes. This site is just north of the UP-Northwest Line Rail Tracks. This sale we verified with Cook County Document #2004446011.	

Land Sales Comparable No. 3	
Location	1798 S. Elmhurst Rd. Mount Prospect, IL
Date of Sale	08/12/2019
Sale Price	\$900,000
Seller	Bradford Allen Realty Services
Buyer	Patel, Nitin
Terms	All Cash
Size	38,999 SF
Zoning	Commercial/Retail
Topography	Level
Utilities	All to site
Frontage	S. Elmhurst Rd. and Algonquin
Structures	Gas Station redevelopment
Price per Square Foot	\$23.08/SF
This comparable is the sale of redevelopment site located along the northwest corner of S. Elmhurst Rd. and Algonquin Road in Mount Prospect. This sale was confirmed with Cook County Document# 1922808038	

Land Sales Comparable No. 4	
Location	9800 N Milwaukee Ave Des Plaines, IL
Date of Sale	06/03/2019
Sale Price	\$1,250,000
Seller	GB Property Management
Buyer	Core Realty group LLC
Terms	All cash
Size	47,045 SF
Zoning	Retail
Topography	Level
Utilities	All to site
Frontage	388 ft. N. Milwaukee Ave.
Structures	Vacant, graded
Price per Square Foot	\$26.57/SF
This comparable is the slightly older sale of a highly visible site located on the southside of North Milwaukee Avenue in Des Plaines, Illinois. The site was the location of an older retail center that is being redeveloped. This sale was verified with Cook County Document #1915417091.	

Comparable Sales Map



Land Sales Summary/Adjustment Grid

	Subject	Comparable #1	Comparable #2	Comparable #3	Comparable#4
Property	691 Lee Street Des Plaines, IL	10335 Dearlove Glenview, IL	19 N. Elmhurst Mount Prospect, IL	1798 S. Elmhurst Mount Prospect, IL	9800 N Milwaukee Des Plaines, IL
Sale Date	<u>Date of Value</u> 03/15/2021	10/07/2020	01/13/2020	08/12/2019	06/03/2019
Land Size	1,103 SF	33,411 SF	42,000 SF	38,999 SF	47,045 SF
Zoning	Commercial	Commercial	Residential	Commercial	Commercial
Shape	Irregular	Regular	Regular	Regular	Irregular
Orientation	Interior	Interior	Interior	Corner	Corner
Selling Price	<u>Estimated</u>	\$300,000	\$599,000	\$900,000	\$1,250,000
Selling Price \$/SF		\$8.98/SF	\$14.26/SF	\$23.08/SF	\$26.57/SF
Property Rights Conveyed		=	=	=	=
Financing Terms		=	=	=	=
Conditions of Sale		=	=	=	=
Market Conditions		=	=	=	=
Adjusted Selling Price \$/SF		\$8.98/SF	\$14.26/SF	\$23.08/SF	\$26.57/SF
Zoning		=	=	=	=
Location		=	=	=	=
Size		++	++	++	++
Shape		--	--	--	=
Accessibility		=	=	=	=
Structures		=	=	=	=
Frontage		--	--	--	--
Orientation		=	=	--	--
Site Improvements		=	=	=	=
Net % Adjustment		(10%)	(10%)	(20%)	(10%)
Total Adj. Selling Price \$/SF		\$8.08/SF	\$12.83/SF	\$18.46/SF	\$23.91/SF

+ Comparable is inferior to the subject warranting an increase to the comparable's unadjusted price/SF.

- Comparable is superior to the subject warranting a decrease to the comparable's unadjusted price/SF.

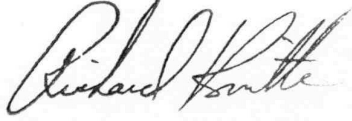
= Comparable is similar to the subject warranting no adjustment to the comparable's price/SF.

Each +/- represents a 5% adjustment

We have concluded an estimated land value at \$15/SF. This valuation takes into consideration that subject's location, zoning, and shape.

Estimated \$/SF	x	Subject Site Size	=	Estimated Market Land Value
\$15/SF	x	1,103 SF		\$16,545

Respectfully Submitted,



Richard I. Knitter, MAI, CPM
Principal
IL State Certified Appraiser # 553-000586
knitter@greatrealty.com



Sherman T. Baker
Appraiser
IL State Associate Appraiser # 557-003773
sherman@greatrealty.com

Highest and Best Use

Highest and best use as defined in The Appraisal of Real Estate, Eleventh Edition, page 297 is as follows:

"...the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

In determining the highest and best use of the subject property, careful consideration was given to the economic, legal and social factors that motivate investors to develop, own, buy and sell, manage, and lease real estate.

In estimating the highest and best use of a vacant parcel of land there are essentially four stages of analysis:

1. **Legally Permissible Use** - What uses are permitted by zoning and deed restrictions on the site in question?
2. **Physically Possible Use** - What uses of the site in question are physically possible?
3. **Financially Feasible Use** - Which possible and permissible uses will produce a net return to the owner of the site?
4. **Maximally Productive Use** - Among the feasible uses, which will produce the highest net return or highest present worth of the site in question?

Based on the information researched for this report and in consideration of the four tests noted above, as vacant for development, the highest and best use as vacant would be for commercial development, at such a time where credit tenants can be secured, financing can be obtained and the market has time to recover from the global pandemic.

Assumptions and Limiting Conditions

This appraisal report has been prepared and is subject to, the following assumptions and limiting conditions:

- The value reported is only applicable to the purpose, function, date, and terms stated in this report and shall not be used for any other purpose.
- Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute.
- The appraisers have assumed that the readers of this report are well versed in real estate and are sophisticated and knowledgeable business individuals.
- No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there are neither encroachments nor encumbrances unless noted in the report.
- Responsible ownership and competent property management are assumed.
- The information furnished by others is believed to be reliable, but no warranty is given for its accuracy. It is assumed that all information known to the client and relative to the valuation has been accurately furnished and that there are no undisclosed leases, agreements, liens, or other information affecting the valuation of the property.
- It is assumed that the property is in full compliance with all applicable federal, state, and local regulations and laws unless the lack of compliance is stated, described and considered in the appraisal report.
- The appraisers shall not be required to give testimony as a witness or to appear in any capacity in any legal or administrative hearing or procedure, or to have any continued service responsibility unless compensated, by the client of this report, in advance, according to their fee schedule then in effect.
- The appraisers are not engineers, no warranties are made by references to physical property characteristics in terms of quality, condition, cost, suitability, soil conditions, flood risk, obsolescence, etc., and no liability is assumed for any engineering related issues.

Assumptions and Limiting Conditions - Continued

- Possession of this report or a copy thereof does not imply right of publication, nor use for any purpose by any other than our client, their participants, and their direct clients, without the written consent of Great Realty Advisors, Inc.
- The liability of Great Realty Advisors, Inc. is limited to our client, their participants and their direct clients. This appraisal was prepared specifically for the client to whom this appraisal was addressed. Third parties, who desire use of an appraisal of the subject property, should contact Great Realty Advisors, Inc., 401 N. Michigan Avenue, Suite 1200, Chicago, Illinois 60611, (312) 64-GREAT or 3009 35th Street, Suite 300, Oak Brook, Illinois 60523 (630) 323-9000.
- Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such material on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
- Cash flow projections are forecasts of estimated future operating characteristics and are predicated on the information and assumptions contained within the appraisal report. The achievement of the financial projections will be affected by fluctuating economic conditions and is dependent upon other future occurrences that cannot be assured. Actual results may well vary from the projections contained herein. The appraisers do not warrant that these forecasts will occur. Projections may be affected by circumstances beyond the current realm of knowledge or control of the appraisers. The appraisers are not trying to forecast the future but rather are attempting to replicate techniques utilized by market participants for properties similar to the subject.
- The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine if it is in conformity with the various detailed requirements of the ADA. It is possible that a detailed analysis of the requirements for the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we do not have direct evidence relating to this issue and are not experts in this field, we have not considered possible lack of compliance with the requirements of the ADA in estimating the value of the property.

Signed Certification

We, Richard Knitter and Sherman Baker certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- That all market data pertaining to the final value estimate has been accumulated from various sources and where possible, personally examined and verified as to details, motivation and validity.
- That we have prepared and reviewed the analyses, conclusions and opinions concerning real estate contained in this report and fully concur with the final value estimate herein expressed.
- I, Richard Knitter, have made a personal inspection of the property that is the subject of this report. I, Sherman Baker, have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the persons signing this report.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Richard Knitter has completed the requirements of the continuing education program of the Appraisal Institute.

Respectfully Submitted,



Richard I. Knitter, MAI, CPM
Principal
IL State Certified Appraiser # 553-000586
knitter@greatrealty.com



Sherman T. Baker
Appraiser
IL State Associate Appraiser # 557-003773
sherman@greatrealty.com

Qualifications of Richard Knitter, MAI, CPM, FRICS, R/W-AC

Education:	Master of Business Administration University of Southern California Los Angeles, CA Bachelor of Science, Finance-Real Estate University of Illinois Champaign-Urbana, IL
Professional Affiliations:	MAI - Member of the Appraisal Institute Designation CPM - Certified Property Manager of the Institute of Real Estate Management FRICS- Fellow of the Royal Institute of Chartered Surveyors R/W-AC International Right of Way Association Chicago Real Estate Council – Past President Appraisal Institute - Admissions Committee, Young Advisory Council Appointment, Demonstration Report Grader, National Research Committee, Ethics and Counseling, and local Chapter Board of Directors International Council of Shopping Centers Licensed Real Estate Managing Broker Urban Land Institute – Chicago Executive District Board American Real Estate Society – past Fellow, author, speaker University of IL Real Estate Alumni Forum - Past President NICAR – Past board member Appraisal Standards Board Member of the Appraisal Foundation
Experience:	Expert witness and valuation consulting experience on a variety of assignments for retail, office, industrial, mixed-use, and special-use projects. State Certified Real Estate Appraiser in: Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Ohio, and Wisconsin
Articles Published And Presentations Made	"What Clients Want From Appraisal Reports" Five Nation-wide Annual Surveys of Appraisal Clients Presented research at multiple American Real Estate Society Meetings; Teach online university courses since 2000 Presented seminars at the National IREM and National Appraisal Institute Conferences Selected to make presentations at the annual Chicago Market Update Meetings Selected to make presentation at national CMBS meeting in Atlanta and Chicago Appraisal issue presentations to banks Have provided expert witness testimony in an array of cases involving real estate valuation issues concerning environmental contamination, financial, market, tenancy, and other real estate valuation issues.

Qualifications of Sherman T. Baker

Education:	Bachelor of Business Administration, Finance Eastern Michigan University Ypsilanti, MI
Appraisal Education:	Courses completed include: IL I Uniform Standards of Professional Appraisal Practice IL II Principals and Fundamental Concepts of Real Estate Appraisal IL III Application and Methods of Real Estate Appraisal IL 300 GR Real Estate Finance Statistics and Valuation Modeling IL 405G General Appraiser Report Writing & Case Studies IL 403G Income Capitalization Approach Part I IL 404G Income Capitalization Approach Part II IL N400G General Market Analysis and Highest & Best Use IL 401G General Appraiser Sales Comparison Approach IL 402G General Appraiser Site Valuation & Cost Approach IL 550 Advanced Applications United States Department of Housing and Urban Development MAP Valuation Technical Training
Appraisal Experience:	IL State Certified Appraiser #553-002238
Additional Experience:	Controller/Accounting Manager/Secretary Treasurer for various private retail entities for over 10 years.

CITY OF DES PLAINES

RESOLUTION R - 86 - 22

**A RESOLUTION APPROVING AN AGREEMENT FOR
INSTALLATION OF UNDERGROUND CONDUIT AND
POWER FOR A SMALL WIRELESS FACILITY ON CITY
PROPERTY.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City owns a parcel of land south and east of 691 Lee Street, Des Plaines, Illinois ("*City Property*"); and

WHEREAS, an easement on the City Property was appraised at \$16,545; and

WHEREAS, Chicago SMSA Limited Partnership d/b/a Verizon Wireless ("*Verizon*"), desires to install and maintain underground electrical power and associated conduit ("*Equipment*") within City Property for a small wireless facility ("*SWF*"); and

WHEREAS, the City Staff has prepared an agreement titled "*Agreement for Installation of Underground Conduit and Power Service for SWF*" ("*Underground Conduit Agreement*") that would allow Verizon to install and maintain the Equipment within the City Property; and

WHEREAS, pursuant to the Underground Conduit Agreement, the City will grant the easement to Verizon to allow the installation and maintenance of the Equipment, and Verizon will pay \$16,545 to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Underground Conduit Agreement with Verizon;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF UNDERGROUND CONDUIT AGREEMENT. The City Council hereby approves the Underground Conduit Agreement with Verizon in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE UNDERGROUND CONDUIT AGREEMENT WITH VERIZON. The City Council hereby authorizes and directs the City

Manager to execute, and the City Clerk to seal, on behalf of the City, the final Underground Conduit Agreement with Verizon.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving a License Agreement with Verizon for Small Wireless Facilities

CITY OF DES PLAINES

AGREEMENT FOR INSTALLATION OF UNDERGROUND CONDUIT AND POWER SERVICE FOR SWF

This Agreement, dated _____, 2022, is made by and between the City Of Des Plaines, an Illinois home rule municipality (the “City”), and Chicago SMSA Limited Partnership D/B/A Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“Verizon”).

In consideration of the terms set forth in this Agreement and pursuant to the City’s home rule powers, the City and Verizon agree as follows:

1. Background

A. The City is the owner of real estate south and east of 691 Lee Street, Des Plaines, Illinois, which real estate is legally described in Exhibit A to this Agreement (the “*Subject Property*”).

B. The Des Plaines Public Library and Public Library parking deck structure (the “*Library Garage*”) are located adjacent to the Subject Property.

C. Verizon seeks to install electrical power service line and associated conduit (“*Electrical Line*”). The Electrical Line will be underground along the north entrance to the Library Garage within the Subject Property. The purpose of the Electrical Line is to serve a small wireless facility (the “*SWF*”). The SWF is located within the Subject Property in City right-of-way south and east of 691 Lee Street.

D. The City has agreed to issue Verizon a permit for the installation of the Electrical Line subject to the terms of this Agreement.

2. Issuance of License

The City approves a permit for Verizon for the Facility, which includes installing, maintaining, repairing, and removing Electrical Line within the Subject Property in accordance with the requirements, standards, and other terms of this Agreement (the “*Permit*”). The Permit applies only to the Electrical Line and only in approved locations. The Permit does not authorize any installation, construction, or activity within the Subject Property except as provided in this Agreement.

3. Plans, Other Documents

Prior to any preparation work within the Subject Property or any work related to the Electrical Line, Verizon must provide to the City plans, specifications, a map, and any other document requested by the City (“*Key Documents*”). Notwithstanding the foregoing, the City agrees that Verizon may install the Electrical Line and ancillary support items in the manner and approximate locations as detailed in the site plans attached as Exhibit B.

4. Compensation for City Costs

Verizon will compensate the City for its time and other incurred costs related to the Permit, the Electrical Line, and other elements of this Agreement, in the amount of \$16,545.00, prior to commencement of any work on the Electrical Line.

5. Hold Harmless; Indemnification

Verizon agrees to, and must, hold the City harmless from each and every claim, cause of action, suit, damages, or demand that arises from an installation or any other work or activity performed by Verizon within the Subject Property. Verizon must indemnify and defend the City against all claims, demands, causes of action, suits, losses, and damages (collectively "*Claims*") that arise out of any act or omission of Verizon or any of its agents, servants, employees, or contractors related in any way to the Subject Property, unless caused by the gross negligence or willful misconduct of the City. In addition, Verizon must indemnify and defend the City against any Claims of any third party related to the use of Verizon's facilities or ancillary facilities or equipment.

6. Facility Construction Standards

A. The Electrical Line must be installed in accordance with all applicable City codes, ordinances, and specifications, the Key Documents, and all applicable laws and regulations. All of the work must be done at Verizon's cost and expense, in a good and workmanlike manner.

B. Verizon must not block, or in any other way restrict, access to or from the Subject Property and the Library Garage and must not cause interference or interruption of any City operations on the Subject Property. Verizon must not store any material, machines, or other items on the Subject Property.

7. Restoration

Immediately after the Electrical Line is installed, Verizon, at its own cost and expense, must remove all debris from the Subject Property and must restore, or cause to be restored, the Subject Property to a condition at least as good as before work on the installation was started, to the satisfaction of the City. In the event Verizon fails to cause the Subject Property to be restored, the City will have the right to fully restore the Subject Property. In such an event, Verizon must reimburse the City for all costs and expenses incurred by the City for work performed by the City. The reimbursement must be paid within 30 days of receiving an invoice from the City for the costs and expenses.

8. Alterations; Additional Facilities

A. If Verizon must relocate or reinstall the Electrical Line, then Verizon must provide to the City, prior to undertaking any relocation work on the Electrical Line, the Key Documents applicable to the relocation. The City will promptly review the Key Documents and provide to Verizon the City's determination as to the relocation or reinstallation. Verizon must pay all costs and expenses of the relocation or reinstallation incurred by Verizon and by the City.

B. The Permit is solely for the installation of the Electrical Line. If Verizon seeks to install other fiber optic cable to service another small wireless facility, then Verizon must provide the City all Key Documents for that other installation as set forth in Section 3 of this Agreement

and Verizon must comply with all other applicable standards in this Agreement, including without limitation securing a permit from the City for the additional installation.

C. At any time the City determines that an improvement, maintenance, construction, or any other activity is required on the Subject Property (a "*City Project*") is required, and the City Project requires relocation or other change to the Electrical Line, the City will make a reasonable attempt to provide an alternative location within the Subject Property and Verizon will bear the sole cost and expense to alter or relocate the Electrical Line as required by the City. Prior to work on a Project, the City must provide notice to Verizon not less than 120 days prior to the commencement of the work.

9. Verizon Responsibilities

In addition to all other provisions of this Agreement, the Electrical Line must be installed in a manner that does not interfere with efficient use of the Subject Property, or the use of the Library Garage, or any other business operations or activities being conducted by the City, the City's tenants or permittees on the Subject Property and so as not to prevent or unreasonably interfere with use and enjoyment of the Subject Property by the City, its employees, agents or permittees for the purpose(s) to which the Subject Property is now, or may hereafter be committed by the City. Nothing may be done or caused to be done by Verizon that will impair the usefulness or safety of the Subject Property.

10. Insurance

Not later than 10 days after the Verizon signs this Agreement, Verizon must provide to the City evidence reasonably satisfactory to the City of general liability insurance coverage with limits of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate. Verizon must include the City as an additional insured as its interest may appear under this Agreement. Verizon shall provide the City a certificate of insurance and a copy of the blanket of additional insured endorsement as evidence of the status as an additional insured. No Permit will be issued to Verizon until the certificate and endorsement are provided to the City.

11 Term; Termination

A. This Agreement is for a term of 15 years (the "*Term*"). If Verizon is not in default of any substantive provision of this Agreement then the Term and the Permit will be extended for an additional 15 years. A 15-extension will automatically continue to occur at the end of each 15-year period so long as Verizon is not default of any substantive provision of this Agreement, as reasonably determined by the City.

B. The City may terminate this Agreement on 30-days notice to Verizon in the event of a default of, or noncompliance with, a substantive provision of this Agreement as stated in the notice. In the event that the noncompliance cannot reasonably be cured within the 30-day period, the City will postpone the termination so long as Verizon actively, diligently, continuously, and fully cures the default or noncompliance. Verizon may terminate this Agreement at any time upon 30-days notice to City.

12. Transfer of Agreement, Permit

Verizon may transfer this Agreement and the Permit to (i) any entity in which Verizon directly or indirectly holds an equity or similar interest or any entity directly or indirectly under common control with Verizon. (ii) any entity which directly or indirectly holds an equity or similar

interest in Verizon. or (iii) any entity directly or indirectly under common control with the Verizon. Verizon may assign this Agreement to any entity which acquires all or substantially all of Verizon's assets in the market defined by the FCC in which the Subject Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of the City. Verizon must give the City notice of any transfer not less than 60 days prior to the transfer.

13. Notice

All notices and other communications must be in writing. A communication will be deemed to have been delivered if (a) sent by certified or registered mail, return receipt requested, with proper postage prepaid or (b) hand delivered to the addresses or addresses shown below or (c) by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice). A communication will be considered delivered to recipient on the second business day after deposit in the U.S. Mail or on the day of delivery if hand delivered.

Notices to the City:

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60018
Attn: Michael Bartholomew, City Manager

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attn: Peter Friedman

Notices to Verizon:

Chicago SMSA Limited Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

14. Amendment

This Agreement may be amended only by the written agreement of the City and the Grantee.

15. Exhibits

Exhibit A and B to this Agreement are attached to and incorporated into this Agreement.

16. Entire Agreement

This Agreement and its attachment constitutes the entire agreement between Verizon and the City.

17. Interpretation

This Agreement must be construed without regard to who drafted the various provisions of this Agreement. In addition, each provision of this Agreement must be construed as though the City and Verizon participated equally in the drafting of this Agreement. Any rule or

construction that a document is to be construed against the drafting party thus is not applicable to this Agreement.

18. No Third-Party Beneficiaries

This Agreement has been written carefully and specifically so that there is, and there cannot be construed to be, any valid claim as a third-party beneficiary under this Agreement by any person.

19. Governing Law

This Agreement is governed only by the internal laws, but not the conflicts of laws rules, of the State of Illinois.

IN WITNESS WHEREOF, the City and Verizon have caused this instrument to be executed on the date written on the first paragraph of this Agreement.

City Of Des Plaines

Attest:

Michael Bartholomew, City Manager

By: _____

Chicago SMSA Limited Partnership D/B/A Verizon Wireless

By: Cellco Partnership, its general partner

By: _____

Attest:

By: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2022 by Michael _____, the City Manager of the City Of Des Plaines an Illinois municipality, and by _____, the City Clerk of City Of Des Plaines.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2022 by _____, _____ of Celco Partnership, general partner of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, and _____, Secretary of said corporation, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the corporation for and in behalf of said corporation, and that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the corporation, for the uses and purposes herein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A

Legal Description of the Subject Property (Proposed Utility Easement)

THAT PART OF LOT 6 IN LIBRARY PLAZA SUBDIVISION OF THAT PART OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE PRINCIPAL MERIDIAN, BEING SITUATED IN THE CITY OF DES PLAINES, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1999, AS DOCUMENT NUMBER 99784926, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 6; THENCE SOUTH 59°15'50" EAST, ALONG THE NORTHWEST LINE OF SAID LOT 6, 12.59 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°15'50" EAST ALONG SAID NORTHWEST LINE, 8.00 FEET; THENCE SOUTH 29°48'07" WEST 88.14 FEET; THENCE SOUTH 64°34'53" WEST 49.46 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWEST LINE OF SAID LOT THAT IS 46.83 FEET NORTHWEST OF THE MOST SOUTHERLY CORNER OF SAID LOT AS MEASURED ALONG SAID SOUTHWEST LINE; THENCE NORTH 59°15'50" WEST, ALONG SAID SOUTHWEST LINE; 9.63 FEET; THENCE NORTH 64°34'53" EAST 52.31 FEET; THENCE NORTH 29°48'07" EAST 85.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 1,103 SQUARE FEET, MORE OR LESS, THEREIN.

City Owned Property South and East of 691 Lee Street, Des Plaines, Illinois.

NOTE:

- GC TO PAINT ALL NEW EQUIPMENT & CABLING UNIFORMLY TO MATCH POLE COLOR & SURROUNDING ENVIRONS (PAINT: BLACK, COLOR (SW 6691) OR APPROVED EQUIVALENT)
- GC TO USE RF ALLOWABLE PAINT (NO METALLIC/LEAD-BASED PAINT ALLOWED) TO PAINT LAA/CBRS UNITS
- GC TO APPLY 3M FILM TO ANTENNAS: HYDROPHOBIC MMW, ANTENNA WRAP, IN CUSTOM COLOR TO MATCH KRYLON FUSION (COLOR SW 6691 "BLACK")

CHICAGO SMSA

limited partnership
d/b/a VERIZON WIRELESS

IMPORTANT NOTES:

- LESSEE GC TO CONTACT CITY OF DES PLAINES AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION (CONTACT: ERIK SANCHEZ AT 847-391-5616).
- LESSEE GC TO COORDINATE RETURN OF EXISTING CITY LIGHT POLE WITH CITY OF DES PLAINES (CONTACT: ERIK SANCHEZ AT 847-391-5616).

Project Number

20151232386

Location Number

299583

Site Name

DP METRA SC

Site Address

691 LEE ST
DES PLAINES, IL 60016

SCOPE OF WORK

- 3'x3' CONCRETE PAD W/ FUTURE EQUIPMENT CABINET
 - FUTURE LESSEE CANISTER ANTENNA
 - NEW LESSEE ERICSSON RADIOS W/INTEGRATED ANTENNAS
 - FUTURE DUAL RADIO SUPPORT UNITS (W/LAA/CBRS ANTENNAS)
- MOUNTED ON NEW 35'-6" HIGH REPLACEMENT LIGHT POLE
POWER: UNDERGROUND
FIBER: UNDERGROUND

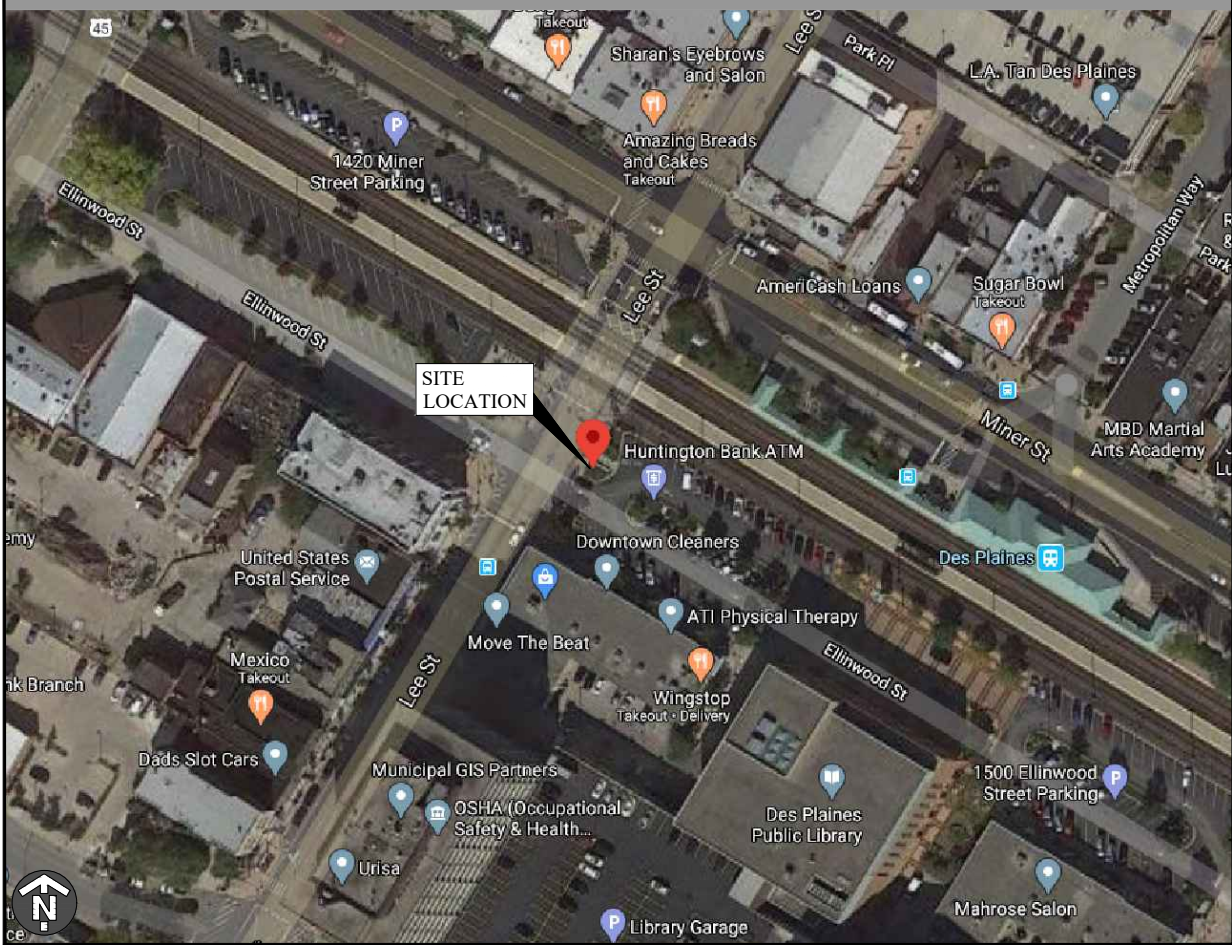
DRIVING DIRECTIONS

DRIVING DIRECTIONS FROM 1515 WOODFIELD RD, SCHAUMBURG

- HEAD NORTH 0.2 MI
- CONTINUE ONTO PLAZA DR 0.5 MI
- TURN RIGHT ONTO IL-58 E/E GOLF RDPASS BY BOSTON MARKET (ON THE RIGHT IN 5.3 MI) 14 MIN (6.8 MI)
- TURN RIGHT ONTO S WOLF RD 0.8 MI
- TURN LEFT ONTO E PRAIRIE AVE 1.1 MI
- TURN LEFT ONTO LEE ST 28 S (433 FT)
- TURN RIGHT ONTO ELLINWOOD ST 26 FT

DESTINATION WILL BE ON THE LEFT
TOTAL TRAVEL ESTIMATE: 9.4 MI, 22 MINS

AERIAL MAP



SHEET INDEX

NO.	SHEET DESCRIPTION
T-1	TITLE SHEET
SP-1	GENERAL NOTES
SP-2	GENERAL NOTES AND SPECIFICATIONS
P-1	PLAT OF SURVEY
P-2	PLAT OF SURVEY
P-3	PLAT OF SURVEY
P-4	PLAT OF SURVEY
LP-1	MAPS & EXHIBIT PHOTOS
A-0	SITE PLAN
A-1	TRAFFIC CONTROL PLAN
A-2	PROPOSED POLE WITH EQUIPMENT ELEVATION
A-3	SCHEMATIC DIAGRAM
A-3A	FIBER DROP CABLE DETAILS
A-3B	FIBER CONNECTION DETAILS
A-3C	RFDS SHEETS
A-3D	RFDS SHEETS
A-3E	RFDS SHEETS
A-4A	EQUIPMENT SPECIFICATIONS
A-4B	EQUIPMENT SPECIFICATIONS
A-4C	EQUIPMENT SPECIFICATIONS
A-4D	EQUIPMENT SPECIFICATIONS
A-4E	EQUIPMENT SPECIFICATIONS
A-4F	EQUIPMENT SPECIFICATIONS
A-4G	EQUIPMENT SPECIFICATIONS
A-5	EQUIPMENT MOUNTING DETAILS
E-1	ELECTRICAL DIAGRAM & DETAILS
E-1A	UTILITY DETAILS
E-1B	POWER SOURCE (MMP)
G-1	GROUNDING DETAILS
	NEW POLE DRAWINGS (BY OTHERS)



Know what's below.
Call before you dig.
CALL J.U.L.I.E. FOR
UNDERGROUND UTILITIES
PRIOR TO DIGGING
811 OR 1-800-242-8511

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS AT THE PROJECT SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GC SHALL CONTACT THE A&E FIRM PRIOR TO BIDWALK AND CONSTRUCTION START TO CONFIRM THAT DRAWINGS ARE THE MOST RECENT SET.

CHICAGO SMSA

limited partnership
d/b/a VERIZON WIRELESS

CONCORDIA, LTD.
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.
CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: AM	CHECKED BY: GMS
CHECKED BY: RH	APPROVED BY: GMS

No.	Revision/Issue	Date	Initial
1	PRELIMINARY CD's	03/09/20	AM
2	RFDS REVISION	04/09/20	SK/AAS
3	FINAL	12/07/20	RE/AAS
4	PERMIT SUBMITTAL	12/14/20	PS

APPROVALS

REDLINED _____
CONST. _____
RF _____
SITE ACQ. _____
FIELD OPS _____
NET OPS _____
LANDLORD _____

PROJECT #: 20151232386
LOCATION #: 299583
DP METRA SC
691 LEE STREET
DES PLAINES, IL 60016

SHEET TITLE:

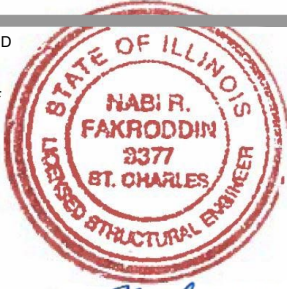
TITLE SHEET

SHEET NUMBER:

T-1

PROFESSIONAL LICENSURE

I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF THE GOVERNING LOCAL BUILDING CODE.



LICENSED STRUCTURAL ENGINEER - STATE OF ILLINOIS - LICENSE # 081-3377

EXPIRES: 11/30/22

SIGNED: 12/14/20

PROJECT INFORMATION

APPLICANT:	CHICAGO SMSA LIMITED PARTNERSHIP d.b.a. VERIZON WIRELESS 1515 WOODFIELD ROAD SUITE 1000 SCHAUMBURG, IL 60173	LATITUDE:	N 42° 02' 28.06" (NAD 83) N 42.041128 (NAD 83)	PROJECT MANAGER	VERIZON WIRELESS PHYLLIS SWAIN	1. INTERNATIONAL BUILDING CODE 2015 2. NATIONAL ELECTRIC CODE (IEEC) 3. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE 4. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION 5. TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL TOWER AND ANTENNA SUPPORTING STRUCTURES 6. TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS 7. ANSI C2 2007 (NESC 2007)
SITE ACQUISITION:	CONCORDIA WIRELESS, INC. 361 RANDY ROAD UNIT 101 CAROL STREAM, IL 60188	LONGITUDE:	W 87° 53' 16.40" (NAD 83) W 87.887889 (NAD 83)	CONTACT:	1515 WOODFIELD ROAD SUITE 1000 SCHAUMBURG, IL 60173 PHONE: (847) 619-5060	
CONTACT:	MARISA GREEN PHONE: (847) 981-0801	GROUND ELEV:	641.41' AMSL (NAVD 88)	ENGINEERING & SURVEYING CONTACT:	CONCORDIA WIRELESS, INC. GM SADAT, PE PHONE: (847) 981-0801 FAX: (847) 981-0803	
POLE OWNER:	CITY OF DES PLAINES	SITE TYPE:	LIGHT POLE	CONTACT:	PATRYK STELMASZAK PHONE: (847) 981-0801	
		JURISDICTION:	CITY OF DES PLAINES			
		COUNTY:	COOK			
		R.O.W.:	CITY OF DES PLAINES			
		UTILITIES:	COMED (ACC#: 06871-66258)			
		POWER:	MCI METRO ATS			
		FIBER:				

EXHIBIT B - Site Plan of Proposed Verizon Electrical Line Installation

	NEW ANTENNA		GROUT OR PLASTER
	EXISTING ANTENNA		(E) BRICK
	GROUND ROD		(E) MASONRY
	GROUND BUS BAR		CONCRETE
	MECHANICAL GRND. CONN.		EARTH
	CAD WELD		GRAVEL
	GROUND ACCESS WELL		PLYWOOD
	ELECTRIC BOX		SAND
	TELEPHONE BOX		WOOD CONT.
	LIGHT POLE		WOOD BLOCKING
	FND. MONUMENT		STEEL
	SPOT ELEVATION		CENTERLINE
	SET POINT		PROPERTY/LEASE LINE
	REVISION		MATCH LINE
	GROUND REFERENCE		WORK POINT
	DETAIL REFERENCE		GROUND CONDUCTOR
	ELEVATION REFERENCE		BELOW GRADE TELEPHONE CONDUIT
			BELOW GRADE ELECTRICAL CONDUIT
			COAXIAL CABLE
			OVERHEAD ELECTRIC/TELEPHONE CONDUCTORS
			CHAIN LINK FENCING

ABV.	ABOVE	ICGB.	ISOLATED COPPER GROUND BUS
ADDL.	ADDITIONAL	IN.(")	INCH(ES)
A.F.F.	ABOVE FINISHED FLOOR	INT.	INTERIOR
A.F.G.	ABOVE FINISHED GRADE	LB.(#)	POUND(S)
ALUM.	ALUMINUM	L.F.	LINEAR FEET (FOOT)
ALT.	ALTERNATE	L.	LONG(ITUINAL)
ANT.	ANTENNA	MAS.	MASONRY
APPRX.	APPROXIMATE(LY)	MAX.	MAXIMUM
ARCH.	ARCHITECT(URAL)	MDCMC	METRICOM DESIGNATED
AWG.	AMERICAN WIRE GAUGE		CONSTRUCTION MANAGEMENT
BLDG.	BUILDING		& CONTRACTING
BLK.	BLOCK	MECH.	MECHANICAL
BLKG.	BLOCKING	MFR.	MANUFACTURER
BM.	BEAM	MIN.	MINIMUM
BTGW.	BARE TINNED COPPER WIRE	MISC.	MISCELLANEOUS
B.O.F.	BOTTOM OF FOOTING	MTL.	METAL
BUJ	BACK-UP CABINET	(N)	NEW
CAB.	CABINET	NO.(#)	NUMBER
CANT.	CANTILEVER(ED)	N.T.S.	NOT TO SCALE
C.I.P.	CAST IN PLACE	O.C.	ON CENTER
CLG.	CEILING	OPNG.	OPENING
CLR.	CLEAR	PCS	PERSONAL COMMUNICATION SERVICES
COL.	COLUMN	PLY.	PLYWOOD
CONC.	CONCRETE	PRC.	PRIMARY RADIO CABINET
CONN.	CONNECTION(OR)	P.S.F.	POUNDS PER SQUARE FOOT
CONST.	CONSTRUCTION	P.S.I.	POUNDS PER SQUARE INCH
CONT.	CONTINUOUS	P.T.	PRESSURE TREATED
DBL.	DOUBLE	PWR.	POWER (CABINET)
DEPT.	DEPARTMENT	QTY.	QUANTITY
DIA.	DIAMETER	RAD.(R)	RADIUS
DIAG.	DIAGONAL	REF.	REFERENCE
DIM.	DIMENSION	REINF.	REINFORCEMENT(ING)
DWG.	DRAWING(S)	REQD.	REQUIRED
DWL.	DOWEL(S)	RGS.	RIGID GALVANIZED STEEL
EA.	EACH	SCH.	SCHEDULE
EL.	ELEVATION	SHT.	SHEET
ELEC.	ELECTRICAL	SIM.	SIMILAR
ELEV.	ELEVATOR	SPEC.	SPECIFICATION(S)
ENT.	ELECTRICAL METALLIC TUBING	SG.	SQUARE
ENG.	ENGINEER	S.S.	STAINLESS STEEL
EQ.	EQUAL	STD.	STANDARD
EXP.	EXPANSION	STL.	STEEL
EXIST.(E)	EXISTING	STRUC.	STRUCTURAL
EXT.	EXTERIOR	TEMP.	TEMPORARY
FAB.	FABRICATION(OR)	THK.	THICK(NESS)
F.F.	FINISH FLOOR	T.O.A.	TOP OF ANTENNA
F.G.	FINISH GRADE	T.O.C.	TOP OF CURB
FIN.	FINISH(ED)	T.O.F.	TOP OF FOUNDATION
FLR.	FLOOR	T.O.P.	TOP OF PLATE (PARAPET)
FDN.	FOUNDATION	T.O.S.	TOP OF STEEL
F.O.C.	FACE OF CONCRETE	T.O.W.	TOP OF WALL
F.O.M.	FACE OF MASONRY	TYP.	TYPICAL
F.O.S.	FACE OF STUD	U.G.	UNDER GROUND
F.O.W.	FACE OF WALL	U.L.	UNDERWRITERS LABORATORY
F.S.	FINISH SURFACE	U.N.O.	UNLESS NOTED OTHERWISE
FT.(')	FOOT(FEET)	V.I.F.	VERIFY IN FIELD
FTG.	FOOTING	W	WIDE(WIDTH)
G.	GROWTH (CABINET)	W/	WITH
GA.	GAUGE	WAP.	WIRED ACCESSED POINT
GI.	GALVANIZE(D)	WCS	WIRELESS COMMUNICATION SERVICE
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER	WT.	WEIGHT
GPS.	GLOBAL POSITIONING SYSTEM	℄	CENTERLINE
GND.	GROUND	℄	PLATE
HGR.	HANGER		
HT.	HEIGHT		

1 PROJECT SYMBOLS
SCALE: NTS

2 PROJECT ABBREVIATIONS
SCALE: NTS

1. REPRESENTATIVES OF THE OWNER MUST BE NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

2. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.

3. DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS.

4. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.

5. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.

6. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AND INSTRUCTION. AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL J.U.L.I.E. AT 1-(800)-892-0123 FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION.

7. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.

8. THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.

9. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS.

10. ALL EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.

11. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.

12. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.

13. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.

14. ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.

15. THE GRADES WITHIN THE FENCED-IN AREA ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 90% OF STANDARD PROCTOR COVERING THE AREA WITH 6 MIL. VISQUENE (1" OVERLAP AT SEAMS) FOR WEED SUPPRESSION, THEN ACHIEVING FINISH GRADE BY ADDING 6" OF 3/4" CRUSHED STONE-NO FINES.

16. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SO THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE.

17. ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED.

18. GC TO HIRE JULIE PUBLIC & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.

19. THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES; GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION

3 GENERAL NOTES
SCALE: NTS

CHICAGO
SMSA
limited partnership
d/b/a VERIZON WIRELESS

CONCORDIA, LTD.
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.
ONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM,IL 60188
MAIN: (847) 981-0801

DRAWN BY: AM
CHECKED BY: RH
CHECKED BY: GMS
APPROVED BY: GMS

PROJECT #: 20151232386
LOCATION #: 299583
DP METRA SC
691 LEE STREET
DES PLAINES, IL 60016

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
SP-1

EXHIBIT B - Site Plan of Proposed Verizon Electrical Line Installation

<div>GENERAL NOTES:</div> <div><div>1. CONTRACTOR TO FURNISH AND INSTALL THE FOLLOWING:</div><div>THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE COMPLETE INSTALLATION OF THE SITE INCLUDING, BUT NOT LIMITED TO, SUCH MATERIALS AS FENCING, STRUCTURAL STEEL SUPPORTING SUB-FRAME FOR PLATFORM, ROOFING LABOR AND MATERIALS, GROUNDING RINGS, GROUNDING WIRES, COPPER-CLAD OR XIT CHEMICAL GROUND ROD(S), BUSS BARS, TRANSFORMERS AND DISCONNECT SWITCHES WHERE APPLICABLE, TEMPORARY ELECTRICAL POWER, CONDUIT, LANDSCAPING COMPOUND STONE, CRANES, CORE DRILLING, SLEEPERS AND RUBBER MATTING, REBAR, CONCRETE CAISSONS, PADS AND/OR AUGER MOUNTS, MISCELLANEOUS FASTENERS, CABLE TRAYS, NON-STANDARD ANTENNA FRAMES AND ALL OTHER MATERIAL AND LABOR REQUIRED TO COMPLETE THE JOB ACCORDING TO THE DRAWINGS AND SPECIFICATIONS.</div><div>IT IS THE POSITION OF VERIZON WIRELESS TO APPLY FOR PERMITTING AND CONTRACTOR RESPONSIBLE FOR PICKUP AND PAYMENT OF REQUIRED PERMITS.</div></div> <div><div>2. VERIZON WIRELESS FURNISHED EQUIPMENT SHALL BE PICKED-UP AT THE VERIZON WIRELESS WAREHOUSE, NO LATER THAN 48HR AFTER BEING NOTIFIED INSURED, STORED, , UNCRATED, PROTECTED AND INSTALLED BY THE</div><div>CONTRACTOR WITH ALL APPURTENCES REQUIRED TO PLACE THE EQUIPMENT IN OPERATION, READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING UP.</div></div> <div><div>3. ALL EQUIPMENT FURNISHED AND WORK PERFORMED UNDER THE CONTRACT DOCUMENTS SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS NOTED OTHERWISE. ANY FAILURE OF EQUIPMENT OR WORK DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.</div></div> <div><div>4. ALL WORK, MATERIAL, AND EQUIPMENT SHALL COMPLY WITH ALL REQUIREMENTS OF THE LATEST EDITIONS AND INTERIM AMENDMENTS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL ELECTRICAL SAFETY CODE, OSHA, AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES. ALL ELECTRICAL EQUIPMENT PROVIDED UNDER THIS CONTRACT SHALL BE NEW (EXCEPT WHERE OTHERWISE NOTED) AND SHALL COMPLY WITH THE REQUIREMENTS OF THE UNDERWRITERS' LABORATORIES (U.L.) AND BEAR THE U.L. LABEL.</div></div> <div><div>5. VERIZON WIRELESS OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY EQUIPMENT OR MATERIALS WHICH, IN HIS OPINION ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO THE OWNER OR HIS ARCHITECT/ENGINEER.</div></div> <div><div>6. THE CONTRACTOR SHALL SUPPORT, BRACE AND SECURE EXISTING STRUCTURE AS REQUIRED. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROTECTION OF ANY EXISTING STRUCTURES DURING CONSTRUCTION. FIELD VERIFY ALL EXISTING DIMENSIONS WHICH AFFECT THE NEW CONSTRUCTION.</div></div> <div><div>7. THE CONTRACTOR SHALL NOT ALLOW OR CAUSE ANY OF THE WORK TO BE COVERED UP OR ENCLOSED UNTIL IT HAS BEEN INSPECTED BY THE GOVERNING AUTHORITIES. ANY WORK THAT IS ENCLOSED OR COVERED UP BEFORE SUCH INSPECTION AND TEST SHALL BE UNCOVERED AT THE CONTRACTOR'S EXPENSE; AFTER IT HAS BEEN INSPECTED, THE CONTRACTOR SHALL RESTORE THE WORK TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.</div></div> <div><div>8. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER (VERIZON WIRELESS) ASSUME NO RESPONSIBILITY WHATEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL SAID UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING AFFECTED UTILITIES.</div></div>		<div>GENERAL NOTES (CONT'D):</div> <div><div>9. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE PROJECT MANAGER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE.</div></div> <div><div>10. CONTRACTORS SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, DEBRIS, WEEDS, BRUSH, OR ANY OTHER DEPOSITS REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE BY THE CONTRACTOR.</div></div> <div><div>11. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE CONTRACTOR WITH LOCAL GAS, ELECTRIC, TELEPHONE, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.</div></div> <div><div>12. DURING CONSTRUCTION, THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN THE UTILITIES OF THE BUILDING/SITE WITHOUT INTERRUPTION. SHOULD IT BE NECESSARY TO INTERRUPT ANY SERVICE OR UTILITY, THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM THE BUILDING/PROPERTY OWNER FOR SUCH INTERRUPTION, AT LEAST 72 HOURS IN ADVANCE. ANY INTERRUPTION SHALL BE MADE WITH A MINIMUM AMOUNT OF INCONVENIENCE TO THE BUILDING/PROPERTY OWNER AND ANY SUCH SHUTDOWN TIME SHALL BE COORDINATED WITH THE BUILDING/PROPERTY OWNER.</div></div> <div><div>13. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION.</div></div> <div><div>14. CONTRACTOR SHALL SUBMIT AT THE END OF THE PROJECT A COMPLETE SET OF AS BUILT DRAWINGS TO VERIZON WIRELESS'S PROJECT ENGINEER.</div></div> <div><div>15. GC WILL NOT START THE CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE PROJECT MANAGER.</div></div> <div><div>DIVISION 2 - SITE WORK:</div><div><div>1. THE CONTRACTOR SHALL CALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE PROJECT MANAGER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT LIMITED TO:</div><div><div>A. FALL PROTECTION</div><div>B. CONFINED SPACE</div><div>C. ELECTRICAL SAFETY</div><div>D. TRENCHING AND EXCAVATION</div></div></div><div><div>2. REMOVE FROM SITE/OWNER'S PROPERTY ALL WASTE MATERIALS, UNUSED EXCAVATED MATERIAL INCLUDING MATERIAL CLASSIFIED UNSATISFACTORY, CONTAMINATED OR DANGEROUS TRASH AND DEBRIS, AND DISPOSE OF IN A LEGAL MANNER.</div></div><div><div>3. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING.</div></div><div><div>4. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE BUILDING OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH</div></div><div><div>5. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, AS REQUIRED DURING CONSTRUCTION.</div></div><div><div>6. CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND CONSTRUCTION STAKING. CONTRACTOR SHALL ESTABLISH GRADE AND LINE STAKES PRIOR TO CONSTRUCTION.</div></div><div><div>7. CONCORDIA DOES NOT GUARANTEE OR WARRANT THAT THE AFOREMENTIONED EASEMENTS ARE SUFFICIENT FOR CONSTRUCTION TRAFFIC. GC SHALL CONSULT WITH A VERIZON REPRESENTATIVE AND LANDLORD WITH EXACT LOGISTICS TO FACILITATE CONSTRUCTABILITY OF THE SITE AND DELIVERY OF CRITICAL MATERIALS SUCH AS THE TOWER, STEEL, CONCRETE AND CRANES TO THE PROPOSED LEASE AREA. GC SHALL RESTORE SITE TO ORIGINAL CONDITIONS AND REPLACE ANY AND ALL DISTURBED TREES OR LANDSCAPING.</div></div><div><div>8. CONCORDIA IS NOT RESPONSIBLE FOR THE MAINTENANCE AND/OR OPERATIONAL FEASIBILITY.</div></div><div><div>9. SCOPE OF WORK FOR THESE PLANS DOES NOT INVOLVE VALUE ENGINEERING AS WELL AS MAINTAINABILITY OPERATIONS OF THE SITE, ACCESS OR UTILITIES.</div></div></div>	<div>DIVISION 3 - CONCRETE:</div> <div><div>1. MINIMUM ALLOWABLE CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI AT 28 DAYS WHEN TESTED IN ACCORDANCE WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS METHODS STANDARDS ASTM C172, ASTM C31 AND ASTM C39 UNLESS OTHERWISE NOTED.</div></div> <div><div>2. CONCRETE FOR ALL FOUNDATIONS: 540 LBS PER CUBIC YARD OF CONCRETE MINIMUM CEMENT CONTENT FOR 1-INCH MAXIMUM SIZE AGGREGATE, SLUMP RANGE 3 INCHES TO 5 INCHES, TOTAL AIR CONTENT 4 PERCENT TO 7 PERCENT BY VOLUME. AIR ENTRAINING ADMIXTURE REQUIRED TO CONTROL TOTAL AIR CONTENT, WATER REDUCING ADMIXTURE PERMITTED TO OBTAIN SLUMP OVER 3-INCHES.</div></div> <div><div>3. ALL CONCRETE CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI 318) BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND (ACI 301) STANDARD SPECIFICATION FOR STRUCTURAL CONCRETE.</div></div> <div><div>4. REBARS SHALL BE ASTM A-615 DEFORMED TYPE WITH MINIMUM YIELD STRENGTH OF 60,000 PSI (40,000 PSI GRADE MAY BE USED FOR TIES & STIRRUPS).</div><div><div>WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.</div></div><div><div>5. DETAILING SHALL BE IN ACCORDANCE WITH MANUAL OF STANDARD PRACTICE OF DETAILING REINFORCED CONCRETE STRUCTURES (ACI STD-315 LATEST EDITION).</div></div><div><div>6. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4", UNLESS OTHERWISE NOTED.</div></div><div><div>7. REINFORCING STEEL SHALL BE ACCURATELY PLACED AND ADEQUATELY SECURED IN POSITION. LOCATION OF REINFORCEMENT SHALL BE INDICATED ON THE DRAWINGS. THE FOLLOWING MINIMUM COVER (INCHES) FOR REINFORCEMENT SHALL BE PROVIDED, EXCEPT AS NOTED ON DRAWINGS.</div><div><div>MINIMUM COVER (INCHES)</div><div>CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH ... 3"</div><div>EXPOSED TO EARTH OR WEATHER:</div><div>#6 THROUGH #18 ... 2"</div><div>#5 BAR AND SMALLER ... 1-1/2"</div></div><div><div>8. TESTS</div><div>CONCRETE MATERIALS AND OPERATIONS SHALL BE TESTED AND INSPECTED BY THE ENGINEER AS THE WORK PROGRESSES. FAILURE TO DETECT ANY DEFECTIVE WORK OR MATERIAL SHALL NOT IN ANY WAY PREVENT LATER REJECTION WHEN SUCH DEFECT IS DISCOVERED NOR SHALL IT OBLIGATE THE ENGINEER FOR FINAL ACCEPTANCE.</div><div><div>A. FIVE CONCRETE TEST CYLINDERS SHALL BE TAKEN OF THE TOWER PIER FOUNDATION. TWO SHALL BE TESTED @ THREE DAYS, TWO @ TWENTY-EIGHT DAYS. THE FIFTH CYLINDER SHALL BE KEPT SEPARATELY, IF REQUIRED TO BE USED IN THE FUTURE.</div></div><div><div>B. ONE ADDITIONAL TEST CYLINDER SHALL BE TAKEN DURING COLD WEATHER AND CURED ON SITE UNDER SAME CONDITIONS AS CONCRETE IT REPRESENTS.</div></div><div><div>C. ONE SLUMP TEST SHALL BE TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.</div></div><div><div>9. PLACING CONCRETE</div><div><div>A. THE ENGINEER SHALL BE NOTIFIED NOT LESS THAT 24 HOURS IN ADVANCE OF CONCRETE PLACEMENT, UNLESS INSPECTION IS WAIVED IN EACH CASE, PLACING OF CONCRETE SHALL BE PERFORMED ONLY IN THE PRESENCE OF THE ENGINEER. CONCRETE SHALL NOT BE PLACED UNTIL ALL FORMWORK, EMBEDDED PARTS, STEEL REINFORCEMENT, FOUNDATION SURFACES AND JOINTS INVOLVED IN THE PLACING HAVE BEEN APPROVED, AND UNTIL FACILITIES ACCEPTABLE TO THE VERIZON WIRELESS REPRESENTATIVE HAVE BEEN PROVIDED AND MADE READY FOR ACCOMPLISHMENT OF THE WORK AS SPECIFIED. CONCRETE MAY NOT BE ORDERED FOR PLACEMENT UNTIL ALL ITEMS HAVE BEEN APPROVED AND VERIZON WIRELESS HAS PERFORMED A FINAL INSPECTION AND GIVEN APPROVAL TO START PLACEMENT IN WRITING.</div></div><div><div>B. PLACEMENT OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301.</div></div><div><div>10. PROTECTION</div><div><div>A. IMMEDIATELY AFTER PLACEMENT, THE CONTRACTOR SHALL PROTECT THE CONCRETE FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY. FINISHED WORK SHALL BE PROTECTED.</div></div><div><div>B. CONCRETE SHALL BE MAINTAINED WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.</div></div><div><div>C. ALL CONCRETE SHALL BE WATER CURED BY CONTINUOUS (NOT PERIODIC) FINE MIST SPRAYING OR SPRINKLING ALL EXPOSED SURFACES. WATER SHALL BE CLEAN AND FREE FROM ACID, ALKALI, SALTS, OIL SEDIMENT, AND ORGANIC MATTER. SUCCESSFUL CURING SHALL BE OBTAINED BY USE OF AN AMPLE WATER SUPPLY UNDER PRESSURE IN PIPES, WITH ALL NECESSARY APPLIANCES OF SPRINKLERS, AND SPRAYING DEVICES.</div></div></div></div></div></div></div>	<div>DIVISION 5 - STRUCTURAL STEEL:</div> <div><div>1. DETAIL, FABRICATE AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH THE LATEST AISC MANUAL OF STEEL CONSTRUCTION (ASD), AWS D1.1, AND THE BASIC BUILDING CODE. STRUCTURAL STEEL SHALL BE AS FOLLOWS:</div><div><div>A. ASTM A36, GRADE 36; ROLLED STEEL, RODS, PLATES, U-BOLTS AND ANCHOR BOLTS.</div><div>B. ASTM A325 BOLTS, BEARING TYPE</div><div>C. ALL STEEL SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123.</div></div></div> <div><div>2. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE REQUIRED DURING CONSTRUCTION UNTIL ALL CONNECTIONS ARE COMPLETE.</div></div> <div><div>3. ANY FIELD CHANGES OR SUBSTITUTIONS SHALL HAVE PRIOR APPROVAL FROM THE ENGINEER, AND VERIZON PROJECT MANAGER IN WRITING</div></div> <div><div>4. TIGHTEN HIGH STRENGTH BOLTS TO A SNUG TIGHT CONDITION WHERE ALL PLIES IN A JOINT ARE IN FIRM CONTACT BY EITHER</div><div><div>A. A FEW IMPACTS OF A IMPACT WRENCH</div><div>B. THE FULL EFFORT OF A PERSON USING A SPUD WRENCH.</div></div></div> <div><div>5. WELDING</div><div><div>A. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS. CERTIFICATION DOCUMENTS SHALL BE MADE AVAILABLE FOR ENGINEER'S AND/OR OWNER'S REVIEW IF REQUESTED.</div><div>B. WELDING ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING SHALL CONFORM TO ASTM A-233, E70 SERIES. BARE ELECTRODES AND GRANULAR FLUX USED IN THE SUBMERGED ARC PROCESS SHALL CONFORM TO AISC SPECIFICATIONS.</div><div>C. FIELD WELDING SHALL BE DONE AS PER AWS D1.1 REQUIREMENTS VISUAL INSPECTION IS ACCEPTABLE.</div></div></div> <div><div>6. PROTECTION</div><div><div>A. UPON COMPLETION OF ERECTION INSPECT ALL GALVANIZED STEEL AND PAINT ANY FIELD CUTS, WELDS, OR GALVANIZED BREAKS WITH ZINC BASED PAINT. COLOR TO MATCH THE GALVANIZING PROCESS.</div></div></div> <div><div>DIVISION 13 - SPECIAL CONSTRUCTION</div><div><div>ANTENNA INSTALLATION</div><div><div>WORK INCLUDED:</div><div><div>A. ANTENNAS AND COAXIAL CABLES ARE FURNISHED BY VERIZON WIRELESS UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS. ERECTION SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL AND PROPERTY.</div></div><div><div>B. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND VERIZON WIRELESS SPECIFICATIONS.</div></div><div><div>C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.</div></div><div><div>D. INSTALL FURNISHED GALVANIZED STEEL OR ALUMINUM WAVEGUIDE AND PROVIDE PRINTOUT OF THAT TEST.</div></div><div><div>E. CONTRACTOR SHALL PROVIDE FOUR (4) SETS OF SWEEP TESTS USING ANRITZU- PACKARD 8713B RF SCALAR NETWORK ANALYZER. SUBMIT FREQUENCY DOMAIN REFLECTOMETER(FDR) TESTS RESULTS TO THE PROJECT MANAGER. SWEEP TESTS SHALL BE AS PER ATTACHED RFS "MINIMUM FIELD TESTING RECOMMENDED FOR ANTENNA AND HELIAX COAXIAL CABLE SYSTEMS" DATED 10/5/93. TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING SERVICE AND BE BOUND AND SUBMITTED WITHIN ONE WEEK OF WORK COMPLETION.</div></div><div><div>INSTALL COAXIAL CABLES AND TERMINATING BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.</div></div><div><div>F.</div></div><div><div>G. ANTENNA AND COAXIAL CABLE GROUNDING:</div><div><div>1. ALL EXTERIOR #6 GREEN GROUND WIRE "DAISY CHAIN" CONNECTIONS ARE TO BE WEATHER SEALED WITH RFS CONNECTOR/SPLICE WEATHERPROOFING KIT #221213 OR EQUAL.</div><div>2. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS).</div></div></div></div></div></div>
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CHICAGO

SMSA

limited partnership

d/b/a VERIZON WIRELESS

CONCORDIA, LTD.
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011-D.B.A.

CONCORDIA WIRELESS, INC.

361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: AM	CHECKED BY: GMS
CHECKED BY: RH	APPROVED BY: GMS

PROJECT #: 20151232386
LOCATION #: 299583
DP METRA SC
691 LEE STREET
DES PLAINES, IL 60016

SHEET TITLE:
GENERAL NOTES
& SPECIFICATIONS

SHEET NUMBER:
SP-2

EXHIBIT B - Site Plan of Proposed Verizon Electrical Line Installation



LEGAL DESCRIPTION

THE RIGHT-OF-WAY LYING NORTHEAST OF NORTHWEST LINE OF LOT 2 IN LIBRARY PLAZA SUBDIVISION OF THAT PART OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS.

THERE SHALL BE ONE DIRECT ACCESS TO LOT #2 FROM LEE STREET ALONG WITH ONE SHARED BETWEEN LOT #2 AND THE ADJACENT PARCEL, NO ADDITIONAL ACCESS FROM LEE STREET TO SERVE LOT #1 THROUGH LOT #6 WILL BE APPROVED.

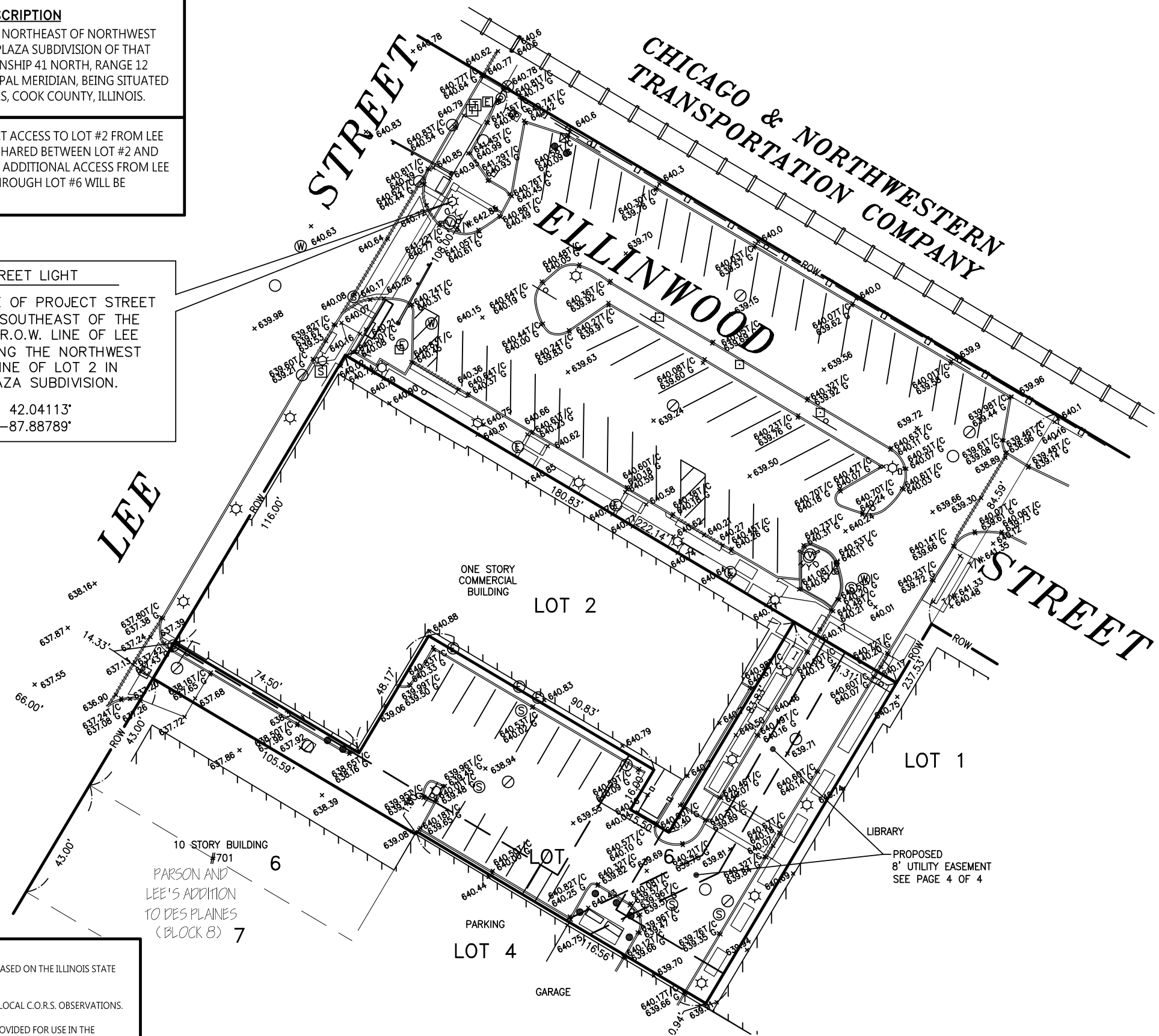
LEGEND

RAILROAD TRACKS	=====
R.O.W./PROPERTY LINE	=====
UNDERGROUND ELECTRIC LINE	—E—
UNDERGROUND GAS LINE	—G—
WATER LINE	—W—
COMBINED SEWER	—>—
STORM SEWER	—>>—
SANITARY SEWER	—>—
CHAIN LINK FENCE	—X—
METAL FENCE	—□—
SANITARY MANHOLE	⊙
MANHOLE	⊙
CATCH BASIN	⊙
WATER MANHOLE	⊙
HYDRANT	⊙
WATER VALVE	⊙
LIGHT POLE	⊙
SIGN	⊙
GAS VALVE	⊙
ELECTRIC METER	⊙
ELECTRIC MANHOLE	⊙
TRAFFIC MANHOLE	⊙
STREET LIGHT MANHOLE	⊙
ELECTRIC OUTLET	⊙
CAR CHARGING POST	⊙
BOLLARD	⊙
TRAFFIC SIGNAL	⊙
RAILROAD WARNING SIGNAL	⊙
RAILROAD ARM POST	⊙

PROJECT STREET LIGHT

CENTER LINE OF PROJECT STREET LIGHT IS 5' SOUTHEAST OF THE SOUTHEAST R.O.W. LINE OF LEE STREET (BEING THE NORTHWEST PROPERTY LINE OF LOT 2 IN LIBRARY PLAZA SUBDIVISION.

LATITUDE: 42.04113°
LONGITUDE: -87.88789°



Richard P. Urchell

3183
PROFESSIONAL
LAND
SURVEYOR
STATE OF
ILLINOIS
PALOS HILLS, ILLINOIS

DATED: OCTOBER 29, 2020

- SURVEY NOTES**
- DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND BEARINGS SHOWN (IF ANY) ARE BASED ON THE ILLINOIS STATE PLANE COORDINATES EAST ZONE, NAD83, AS DETERMINED BY GPS MEASUREMENT.
 - ELEVATIONS SHOWN ARE ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON LOCAL C.O.R.S. OBSERVATIONS.
 - TITLE REPORT NUMBER 50010137 DATED MAY 20, 2020, ISSUED BY AMC SETTLEMENT SERVICES WAS PROVIDED FOR USE IN THE PREPARATION OF THIS SURVEY. SEE PAGE 3.
 - THIS PROFESSIONAL SERVICE DOES NOT CONFORM TO CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 - THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE. VERIFY ALL LOCATIONS OF UNDERGROUND UTILITIES BY CALLING AUTHORIZED UTILITY COMPANIES AND/OR JULIE.
 - LOCATIONS SHOWN ARE FROM OBSERVED SURFACE EVIDENCE & FIELD MEASUREMENTS COMPLETED ON APRIL 28, 2020, ATLASES AND RECORD DRAWINGS PROVIDED. NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS SURVEY ALONE AND NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM SCALING. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.

SELECTED COORDINATE SYSTEM

CS CODE: IL 83-EF
DESCRIPTION: NAD 83 (2011) ILLINOIS STATE PLANE, EAST ZONE, US FOOT
PROJECTION: TRANSVERSE MERCATOR (TM)

SCALE
SCALE: 1" = 40'

CHICAGO SMSA

limited partnership
d/b/a VERIZON WIRELESS

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LANDMARK

ENGINEERING LLC
DESIGN FIRM REGISTRATION NO. 184-005577

7808 WEST 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737

ORDER NO: 20-04-042

DRAWN BY: TG	CHECKED BY: RU
CHECKED BY: RU	APPROVED BY: RU
No. Revision/Issue	Date Initial
1 ROUTE SURVEY	10/29/20 RU

JULIE DIG #: A0972755

PROJECT # 20141078543
LOCATION #299583
DP METRA SC
691 LEE STREET
DES PLAINES, IL

SHEET TITLE:

PLAT OF SURVEY

SHEET NUMBER:

P-1 OF 4

EXHIBIT B - Site Plan of Proposed Verizon Electrical Line Installation

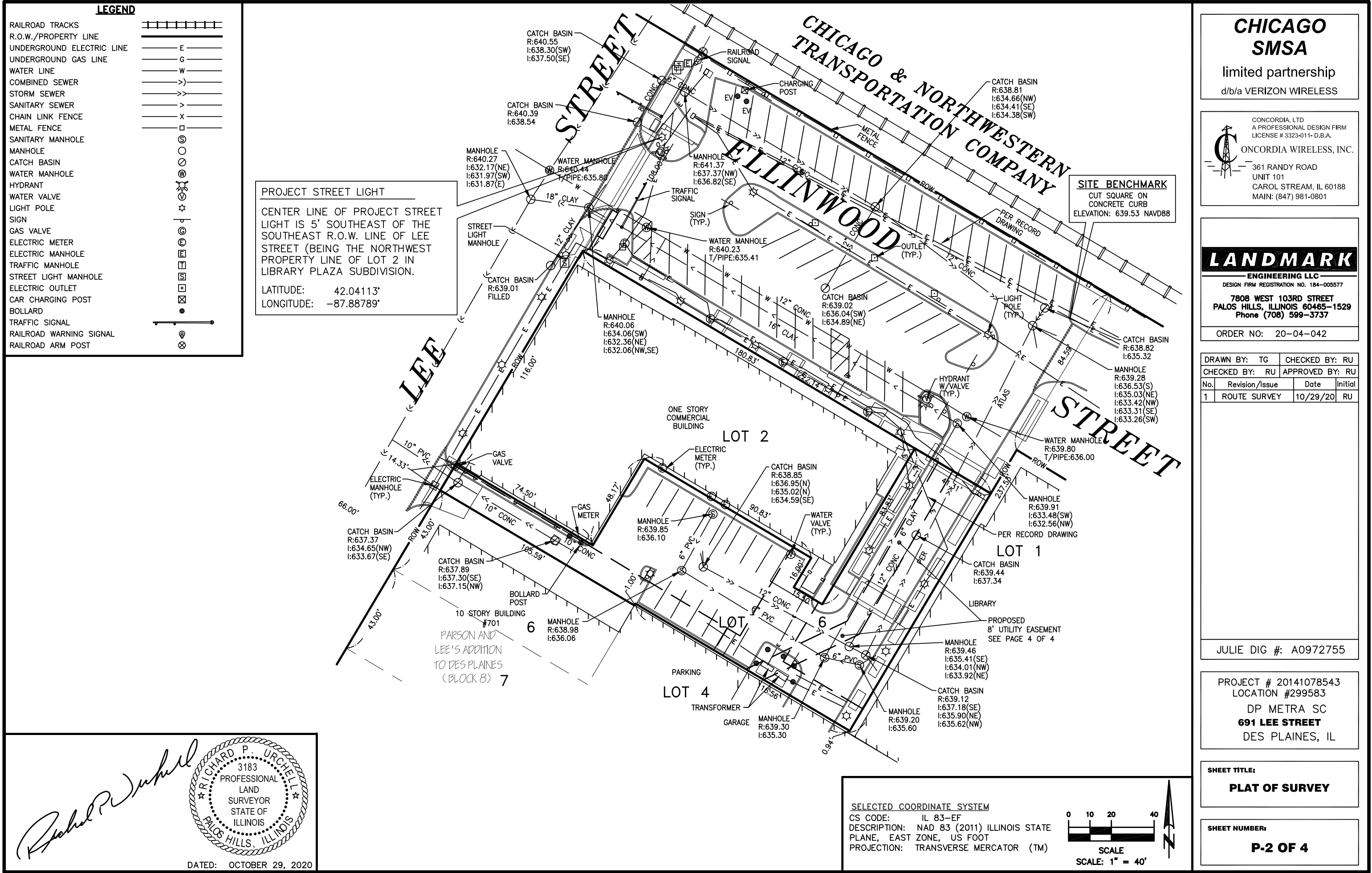


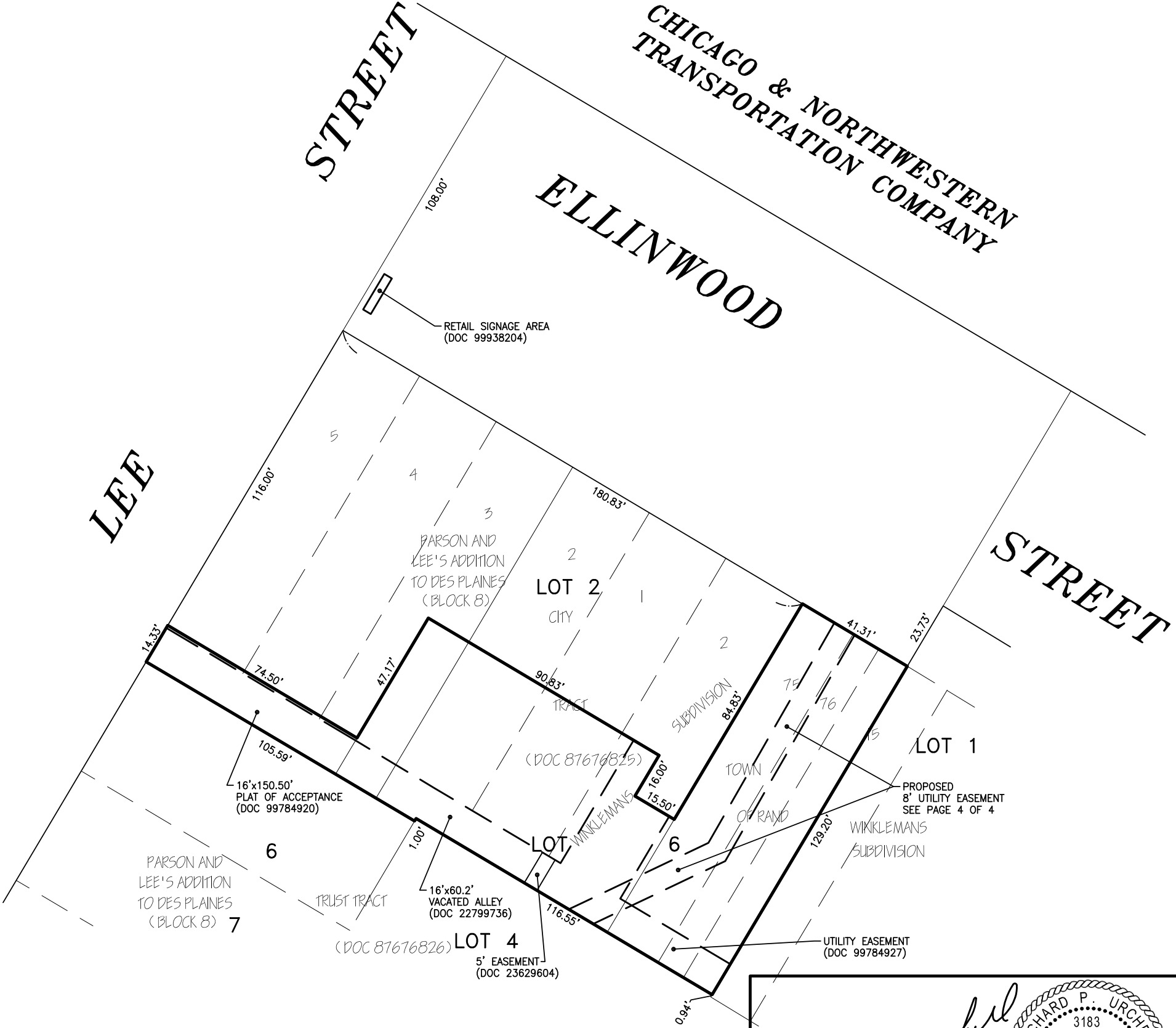
EXHIBIT B - Site Plan of Proposed Verizon Electrical Line Installation

SUBJECT PROPERTY

LOT 6 IN LIBRARY PLAZA SUBDIVISION OF THAT PART OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN THE CITY OF DES PLAINES, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17,1999, AS DOCUMENT NUMBER 99784926, IN COOK COUNTY, ILLINOIS.

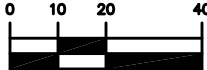
SURVEY NOTES

1. REPORT OF TITLE NUMBER 50010137, DATED MAY20, 2020, ISSUED BY AMC SETTLEMENT SERVICES WAS PROVIDED FOR USE IN THE PREPARATION OF THIS SITE SURVEY. SUBJECT PROPERTY LEGAL DESCRIPTION SHOWN HEREON IS FROM THE PLAT OF LIBRARY PLAZA SUBDIVISION RECORDED AUGUST 17,1999, AS DOCUMENT NUMBER 99784926, AND REFERENCED IN EXHIBIT A TO ITEM 5 IN SCHEDULE A OF SAID REPORT. SCHEDULE B SECTION II-EXCEPTIONS-OTHERS FROM SAID REPORT REFERENCES THE FOLLOWING:
- ITEM 8. SUBJECT TO ORDER NO. 12451-A BY VILLAGE OF DES PLAINES TO WIDEN ROAD ALONG RAILROAD TRACKS RECORDED 11/24/1928, (NO DOCUMENT NO.), COOK COUNTY RECORDS. (COPY CURRENTLY UNAVAILABLE DUE TO COUNTY CLOSING).
- ITEM 9. SUBJECT TO ORDINANCE NO. M 26-74 VACATING PUBLIC ALLEY BY CITY OF DES PLAINES RECORDED 6/17/1974(NO DOCUMENT NO.), COOK COUNTY RECORDS. (COPY CURRENTLY UNAVAILABLE DUE TO COUNTY CLOSING)
- ITEM 10. SUBJECT TO PLAT OF VACATION BY CITY OF DES PLAINES RECORDED 7/31/1974, DOC # 22799736, COOK COUNTY RECORDS, IS SHOWN ON PAGE 3.
- ITEM 11. SUBJECT TO EASEMENT FROM PEARL N. SPIEGLER, WALTER W. SPIEGLER, MABEL SPIEGLER AND LOUIS C. SPIEGLER TO FIRST NATIONAL BANK OF DES PLAINES, TRUST NO. 51661328 AND FIRST NATIONAL BANK OF DES PLAINES, TRUST NO. 312 RECORDED 9/9/1976, DOC # 23629604, COOK COUNTY RECORDS, IS SHOWN ON PAGE 3.
- ITEM 12. SUBJECT TO LIS PENDENS FOR CONDEMNATION BY CITY OF DES PLAINES RECORDED 9/17/1985, DOC # 85193451, COOK COUNTY RECORDS PERTAINS TO UNDERLYING LOTS IN LIBRARY PLAZA SUBDIVISION (NOTHING TO PLAT).
- ITEM 13. SUBJECT TO LIS PENDENS FOR CONDEMNATION BY CITY OF DES PLAINES RECORDED 1/10/1986, DOC # 86013691, COOK COUNTY RECORDS PERTAINS TO UNDERLYING LOTS IN LIBRARY PLAZA SUBDIVISION (NOTHING TO PLAT).
- ITEM 14. SUBJECT TO EASEMENT AGREEMENT BETWEEN FIRST NATIONAL BANK OF DES PLAINES AS TRUSTEE UNDER NO. 51441306, BOULEVARD BANK, N.A. TRUSTEE UNDER TRUST NO. 8362 AND CITY OF DES PLAINES RECORDED 12/28/1987, DOC # 87676826, COOK COUNTY RECORDS. SAID AGREEMENT APPEARS TO BE BLANKET IN NATURE BETWEEN PARTS OF CITY TRACT AND TRUST TRACTS SHOWN ON PAGE 3. EXHIBIT B TO SAID DOCUMENT IS ILLEGIBLE AS PROVIDED. FOR DETAILS SEE SAID DOCUMENT.
- ITEM 15. SUBJECT TO ORDINANCE M-21-85 AUTHORIZING THE CONDEMNATION OF PROPERTY IN THE CITY OF DES PLAINES (ELLINWOOD PROPERTIES) RECORDED 12/28/1987, DOC # 87676830, COOK COUNTY RECORDS, WHICH AFFECTS THE SUBJECT PROPERTY.
- ITEM 16. SUBJECT TO PLAT OF ACCEPTANCE TO THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, ORDINANCE NO. M-30-99 RECORDED 8/17/1999, DOC # 99784920, COOK COUNTY RECORDS IS SHOWN HEREON AND VACATED PER DOCUMENT NUMBER 99784921.
- ITEM 17. SUBJECT TO PLAT OF VACATION RECORDED 8/17/1999, DOC # 99784921, COOK COUNTY RECORDS WHICH VACATES LOTS, STREETS AND ALLEYS LYING WITHIN LIBRARY PLAZA SUBDIVISION DOC 99784926.
- ITEM 18. SUBJECT TO 1998 EASEMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES, ILLINOIS AND 701 LEE L.L.C. RECORDED 8/17/1999, DOC # 99784925, COOK COUNTY RECORDS APPEARS TO BE BLANKET IN NATURE WITHIN THE 10 STORY BUILDING AND THE PARKING STRUCTURE TO THE SOUTH.
- ITEM 19. SUBJECT TO PLAT OF LIBRARY PLAZA SUBDIVISION RECORDED 8/17/1999, DOC # 99784926, COOK COUNTY RECORDS. INFORMATION FROM SAID PLAT IS SHOWN HEREON. SEE ACCESS NOTE ON PAGE 1
- ITEM 20. SUBJECT TO PLAT OF EASEMENT LIBRARY PLAZA SUBDIVISION RECORDED 8/17/1999, DOC # 99784927, COOK COUNTY RECORDS AND IS SHOWN HEREON.
- ITEM 21. SUBJECT TO CLERK'S CERTIFICATE FOR ORDINANCE APPROVING LIBRARY PLAZA PLANNED UNIT DEVELOPMENT RECORDED 8/17/1999, DOC # 99784928, COOK COUNTY RECORDS. NO PLAT ACCOMPANIED SAID CERTIFICATE AS PROVIDED, BUT THE PLAT OF LIBRARY PLAZA SUBDIVISION (DOCUMENT #99784926) IS REFERENCED THEREIN.
- ITEM 22. SUBJECT TO INGRESS, EGRESS AND PARKING EASEMENT AGREEMENT OVER LOT 6BETWEEN THE CITY OF DES PLAINES AND PLAINES TOWN CENTER, LLC, RECORDED 10/4/1999, DOC # 9938202, COOK COUNTY RECORDS IS BLANKET IN NATURE AND PROVIDES FOR 16 VEHICLES.
- ITEM 23. SUBJECT TO INGRESS, EGRESS AND PARKING EASEMENT AGREEMENT OVER LOT 7 BETWEEN THE CITY OF DES PLAINES AND PLAINES TOWN CENTER, LLC, RECORDED 10/4/1999, DOC # 9938203, COOK COUNTY RECORDS IS BLANKET IN NATURE AND PROVIDES FOR 15 VEHICLES.
- ITEM 24. SUBJECT TO RETAIL SIGN LICENSE AGREEMENT BETWEEN THE CITY OF DES PLAINES AND PLAINES TOWN CENTER, LLC RECORDED 10/4/1999, DOC # 99938204, COOK COUNTY RECORDS, WHICH IS SHOWN HEREON.
- ITEM 25. SUBJECT TO RETAIL SIGN LICENSE AGREEMENT BETWEEN THE CITY OF DES PLAINES AND PLAINES TOWN CENTER, LLC RECORDED 10/4/1999, DOC # 99938205, COOK COUNTY RECORDS, SAID EASEMENT APPEARS TO BE AT THE CORNER OF PEARSON STREET AND ELLI2WOOD STREET.
- ITEM 26. SUBJECT TO PLAT OF PARSON AND LEE'S ADDITION TO DES PLAINES RECORDED 4/29/1983, DOC # 98703, COOK COUNTY RECORDS SAID PLAT IS ILLEGIBLE AS PROVIDED. LOTS IN SAID SUBDIVISION ARE SHOWN HEREON PER OTHER PLATS PROVIDED WITH SAID REPORT.



SELECTED COORDINATE SYSTEM

CS CODE: IL 83-EF
DESCRIPTION: NAD 83 (2011) ILLINOIS STATE PLANE, EAST ZONE, US FOOT
PROJECTION: TRANSVERSE MERCATOR (TM)



SCALE
SCALE: 1" = 40'

Richard P. Urcell



DATED: OCTOBER 29, 2020

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d/b/a VERIZON WIRELESS



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361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

LANDMARK

ENGINEERING LLC

DESIGN FIRM REGISTRATION NO. 184-005577

7808 WEST 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737

ORDER NO: 20-04-042

DRAWN BY:	TG	CHECKED BY:	RU
CHECKED BY:	RU	APPROVED BY:	RU
No.	Revision/Issue	Date	Initial
1	ROUTE SURVEY	10/29/20	RU

JULIE DIG #: A0972755

PROJECT # 20141078543
LOCATION #299583
DP METRA SC
691 LEE STREET
DES PLAINES, IL

SHEET TITLE:

PLAT OF SURVEY

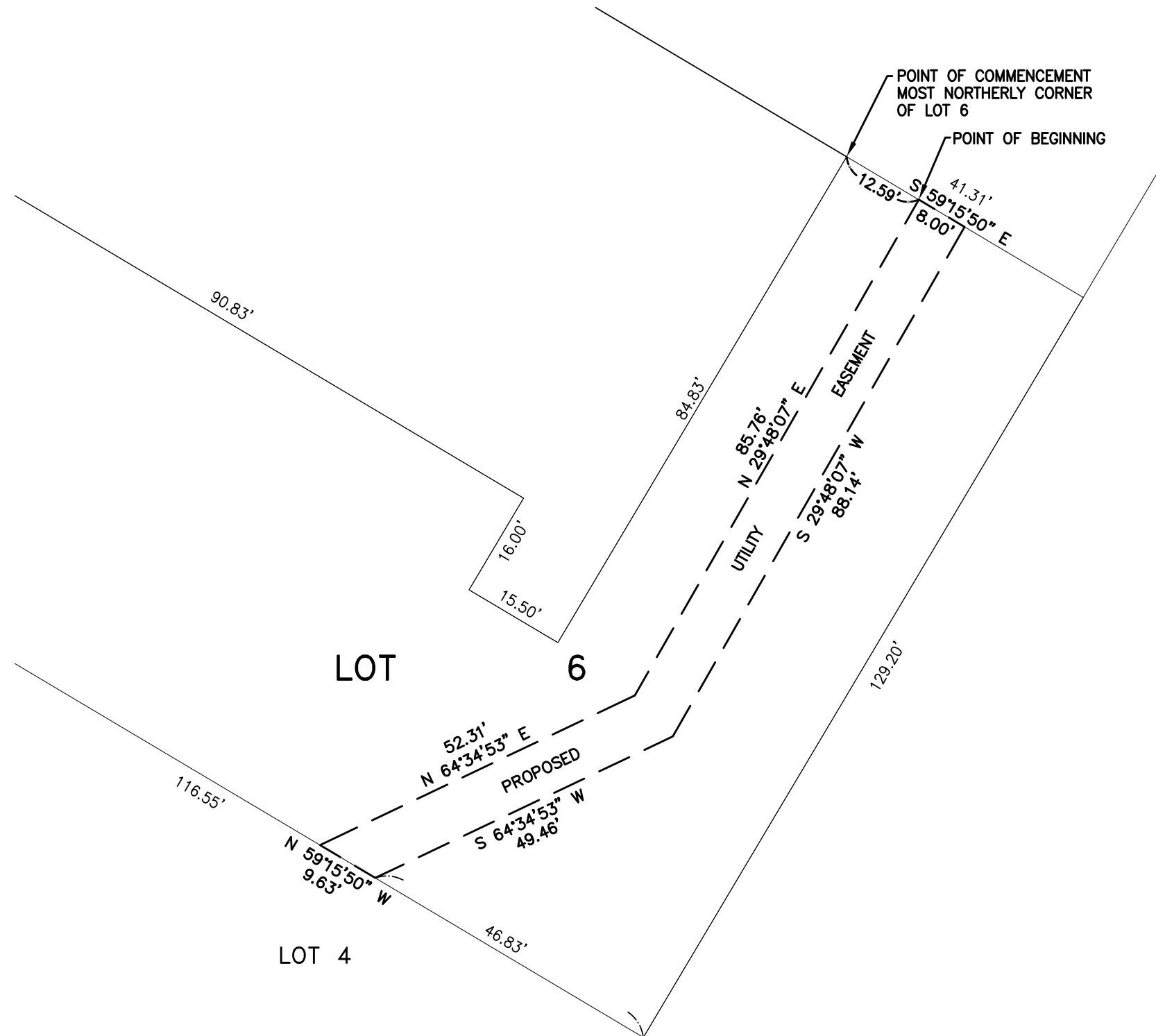
SHEET NUMBER:

P-3 OF 4

EXHIBIT B - Site Plan of Proposed Verizon Electrical Line Installation

PROPOSED UTILITY EASEMENT
LEGAL DESCRIPTION

THAT PART OF LOT 6 IN LIBRARY PLAZA SUBDIVISION OF THAT PART OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN THE CITY OF DES PLAINES, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1999, AS DOCUMENT NUMBER 99784926, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 6; THENCE SOUTH 59°15'50" EAST, ALONG THE NORTHWEST LINE OF SAID LOT 6, 12.59 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 59°15'50" EAST ALONG SAID NORTHWEST LINE, 8.00 FEET; THENCE SOUTH 29°48'07" WEST 88.14 FEET; THENCE SOUTH 64°34'53" WEST 49.46 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWEST LINE OF SAID LOT THAT IS 46.83 FEET NORTHWEST OF THE MOST SOUTHERLY CORNER OF SAID LOT AS MEASURED ALONG SAID SOUTHWEST LINE; THENCE NORTH 59°15'50" WEST, ALONG SAID SOUTHWEST LINE, 9.63 FEET; THENCE NORTH 64°34'53" EAST 52.31 FEET; THENCE NORTH 29°48'07" EAST 85.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, A CONTAINING 1,103 SQUARE FEET, MORE OR LESS, THEREIN. .



SELECTED COORDINATE SYSTEM

CS CODE: IL 83-EF
DESCRIPTION: NAD 83 (2011) ILLINOIS STATE
PLANE, EAST ZONE, US FOOT
PROJECTION: TRANSVERSE MERCATOR (TM)



SCALE
SCALE: 1" = 40'

Richard P. Whittle



DATED: OCTOBER 29, 2020

**CHICAGO
SMSA**

limited partnership

d/b/a VERIZON WIRELESS



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MAIN: (847) 981-0801

LANDMARK

— ENGINEERING LLC —

DESIGN FIRM REGISTRATION NO. 184-005577

**7808 WEST 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737**

ORDER NO: 20-04-042

DRAWN BY: TG		CHECKED BY: RU	
CHECKED BY: RU		APPROVED BY: RU	
No.	Revision/Issue	Date	Initial
1	ROUTE SURVEY	10/29/20	RU

JULIE DIG #: A0972755

PROJECT # 20141078543
LOCATION #299583
DP METRA SC
691 LEE STREET
DES PLAINES, IL

SHEET TITLE:

PLAT OF SURVEY

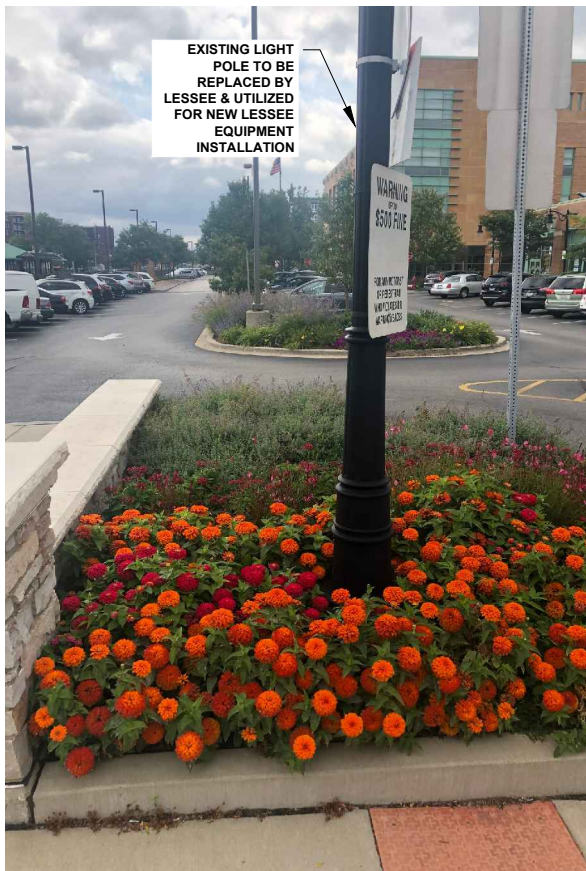
SHEET NUMBER:

P-4 OF 4

EXHIBIT B - Site Plan of Proposed Verizon Electrical Line Installation



1 AERIAL MAP
SCALE: N.T.S.



2 COOK COUNTY GIS MAP
SCALE: N.T.S.

3 EXHIBIT PHOTOS OF EXISTING LIGHT POLE
SCALE: N.T.S.

**CHICAGO
SMSA**
limited partnership
d/b/a VERIZON WIRELESS

CONCORDIA LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.
CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: AM
CHECKED BY: RH
CHECKED BY: GMS
APPROVED BY: GMS


























PROJECT #: 20151232386
LOCATION #: 299583
DP METRA SC
691 LEE STREET
DES PLAINES, IL 60016

SHEET TITLE:
**MAPS & EXHIBIT
PHOTOS**

SHEET NUMBER:
LP-1

EXHIBIT B - Site Plan of Proposed Verizon Electrical Line Installation

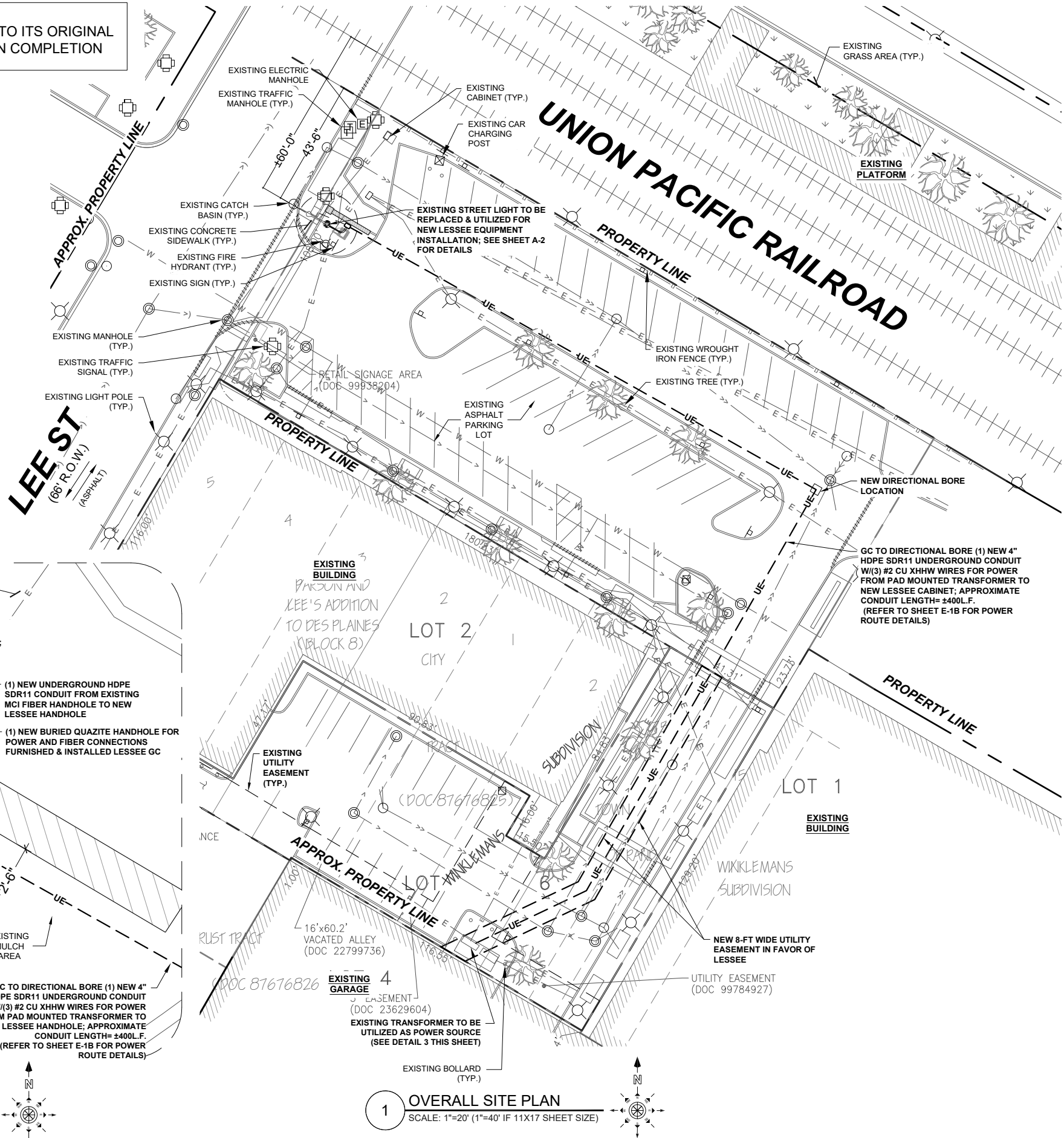
LEGEND & SYMBOLS

- | | |
|---|---------------------------------|
|  | UTILITY POLE |
|  | SIGN |
|  | TELCO PEDESTAL |
|  | FIRE HYDRANT |
|  | LIGHT STANDARD |
|  | INLET |
|  | CATCH BASIN |
|  | MANHOLE |
|  | TRAFFIC SIGNAL |
|  | BUFFALO BOX |
|  | VALVE BOX |
|  | HANDICAPPED PARKING SPACE |
|  | TREE |
|  | CHAIN LINK FENCE |
|  | OVERHEAD WIRES |
|  | OVERHEAD ELECTRIC WIRES |
|  | OVERHEAD FIBER OPTIC WIRES |
|  | LOT LINE |
|  | PROPERTY LINE |
|  | CENTER LINE |
|  | UNDERGROUND GAS |
|  | UNDERGROUND COMMUNICATION WIRES |
|  | UNDERGROUND ELECTRIC WIRES |
|  | UNDERGROUND FIBER OPTIC WIRES |
|  | UNDERGROUND TELCO WIRES |


NOTE: GC TO RESTORE THE SITE TO ITS ORIGINAL
CONDITION AFTER CONSTRUCTION COMPLETION

IMPORTANT NOTES:

1. GC TO HIRE PUBLIC JULIE & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF. THESE PLANS FOR ANY BELOW GRADE UTILITIES.
2. THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES; GC IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION
3. GC TO POTHOLE TEST-WINDOWS AT ALL UTILITY CROSSINGS TO VERIFY THERE IS A 2-FOOT VERTICAL SEPARATION BETWEEN THE PROPOSED CONDUIT AND EXISTING UTILITIES. SEPARATION MUST BE APPROVED BY THE CITY OF DES PLAINES.
4. ALL EXCAVATIONS SHALL BE FILLED TO GRADE AND MADE AS AESTHETICALLY PLEASING AS POSSIBLE DURING WINTER MONTHS. THE DISTURBED AREAS SHALL BE MONITORED THROUGHOUT THE WINTER. EARTHEN FILL IS TO BE ADDED TO MAINTAIN GRADE IN PARKWAYS AND ASPHALT ADDED TO PAVED AREAS WHENEVER SETTING HAS OCCURRED.
5. ALL TRENCHING WITHIN TWO-FEET OF ANY PAVED SURFACE SHALL BE FILLED WITH COMPACTED TRENCH BACKFILL.
6. PLEASE REFER TO PLAT OF SURVEY FOR RIM/INVERT/TOP OF PIPE ELEVATION FOR UNDERGROUND SEWER/WATER LINES
7. LESSEE GC TO CONTACT CITY OF DES PLAINES AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION
(CONTACT: ERIK SANCHEZ AT 847-391-5616).
8. LESSEE GC TO COORDINATE RETURN OF EXISTING CITY LIGHT POLE WITH CITY OF DES PLAINES
(CONTACT: ERIK SANCHEZ AT 847-391-5616).



**CHICAGO
SMSA**
limited partnership
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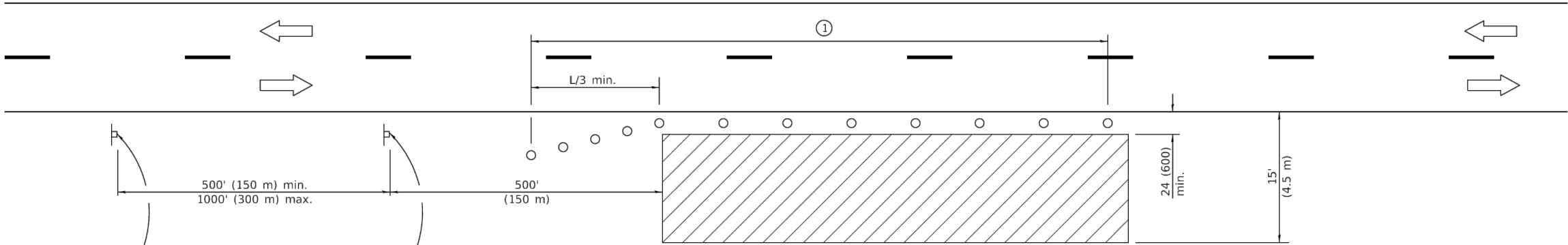
DRAWN BY: AM	CHECKED BY: GMS
CHECKED BY: RH	APPROVED BY: GMS

PROJECT #: 20151232386
LOCATION #: 299583
DP METRA SC
691 LEE STREET
DES PLAINES, IL 60016

SHEET TITLE:

SITE PLAN

SHEET NUMBER:
A-0



For contract construction projects



W20-I103(0)-48



W21-1(0)-48

For maintenance and utility projects



W20-1(0)-48

TYPICAL APPLICATIONS

- Utility operations
- Culvert extensions
- Side slope changes
- Guardrail installation and maintenance
- Delineator installation
- Landscaping operations
- Shoulder repair
- Sign installation and maintenance

SYMBOLS



Work area



Sign



Cone, drum or barricade

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 50' (15 m) centers through the remainder of the work area.

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24' (600 mm) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE

STANDARD 701006-05

CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

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PROJECT #: 20151232386
LOCATION #: 299583
DP METRA SC
691 LEE STREET
DES PLAINES, IL 60016

SHEET TITLE:
TRAFFIC CONTROL PLAN

SHEET NUMBER:
A-1

Illinois Department of Transportation

PASSED January 1, 2014
ENGINEER OF SAFETY ENGINEERING

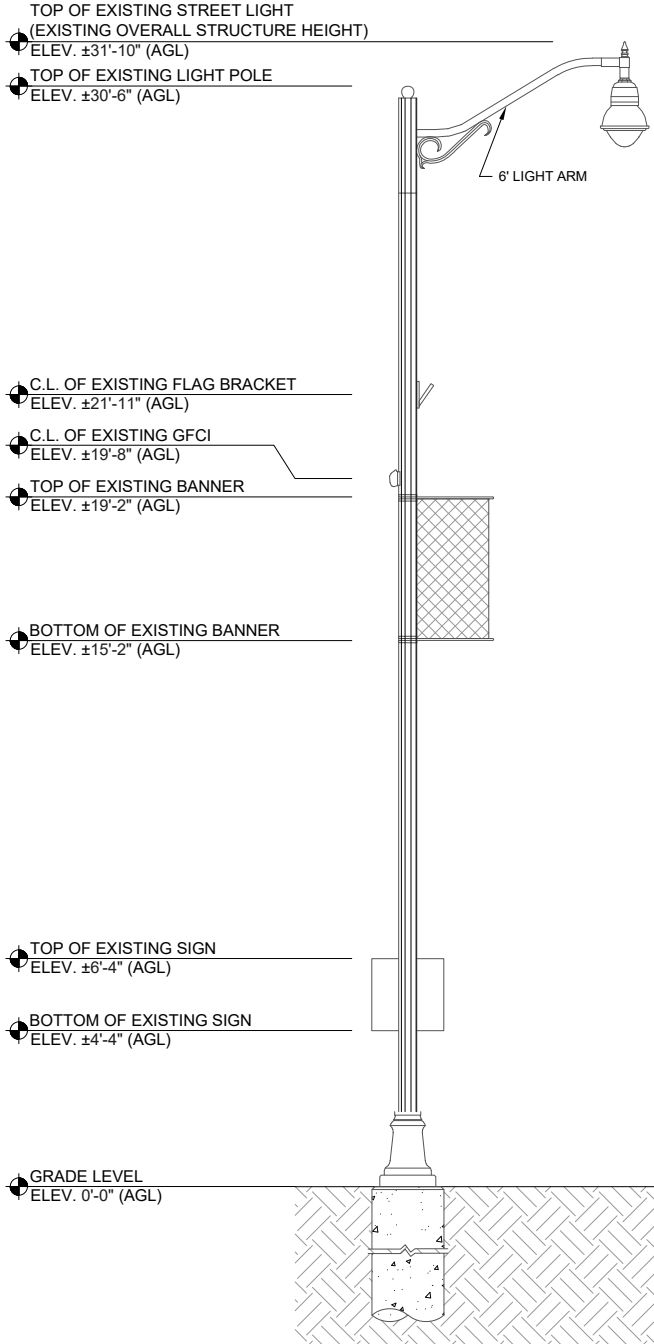
APPROVED January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

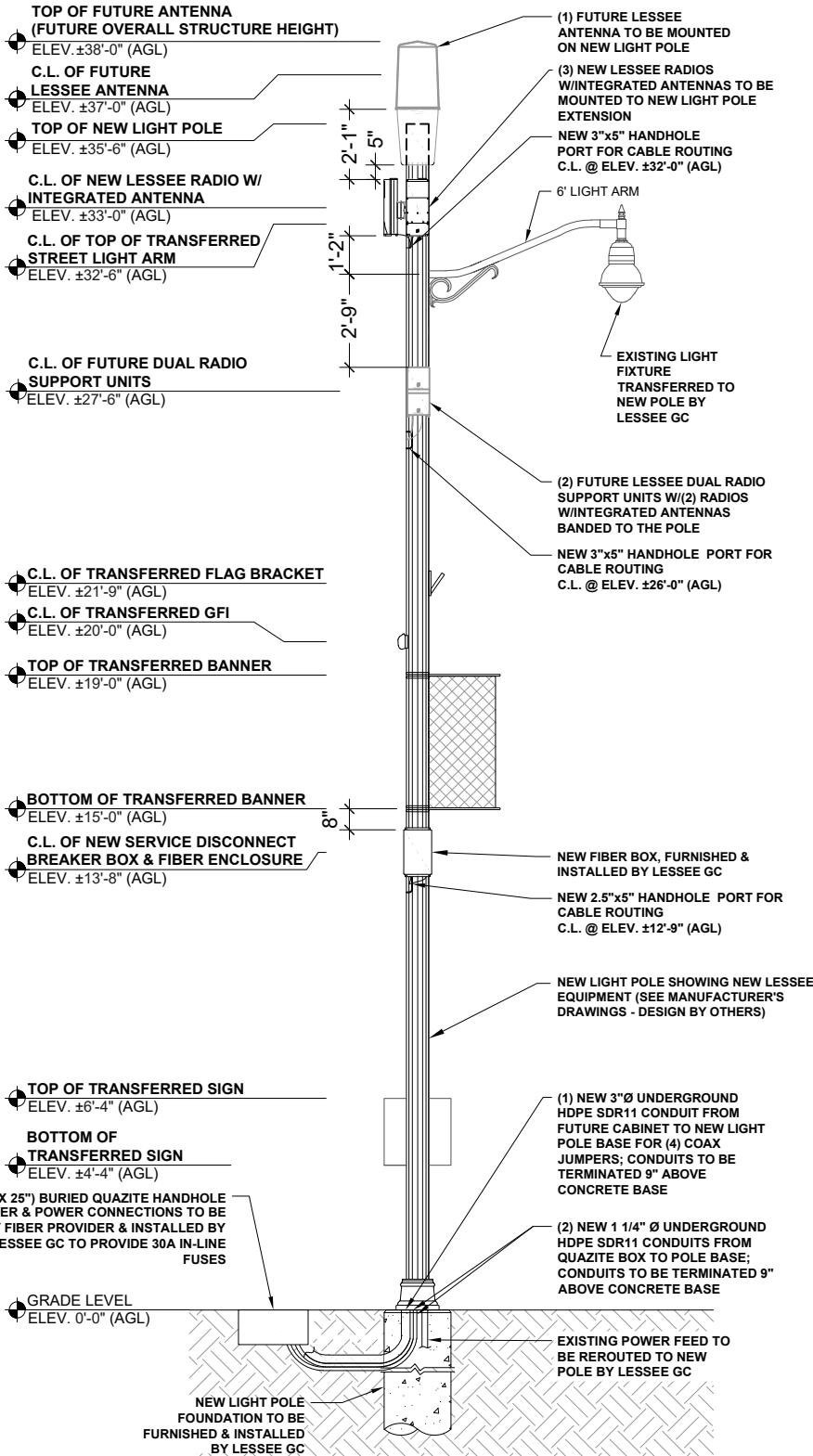
EXHIBIT B - Site Plan of Proposed Verizon Electrical Line Installation

NOTE:

- GC TO PAINT ALL NEW EQUIPMENT & CABLING UNIFORMLY TO MATCH POLE COLOR & SURROUNDING ENVIRONS (PAINT: BLACK, COLOR (SW 6691) OR APPROVED EQUIVALENT)
- GC TO USE RF ALLOWABLE PAINT (NO METALLIC/LEAD-BASED PAINT ALLOWED) TO PAINT LAA/CBRS UNITS
- GC TO APPLY 3M FILM TO ANTENNAS: HYDROPHOBIC MMW, ANTENNA WRAP, IN CUSTOM COLOR TO MATCH KRYLON FUSION (COLOR SW 6691 "BLACK")



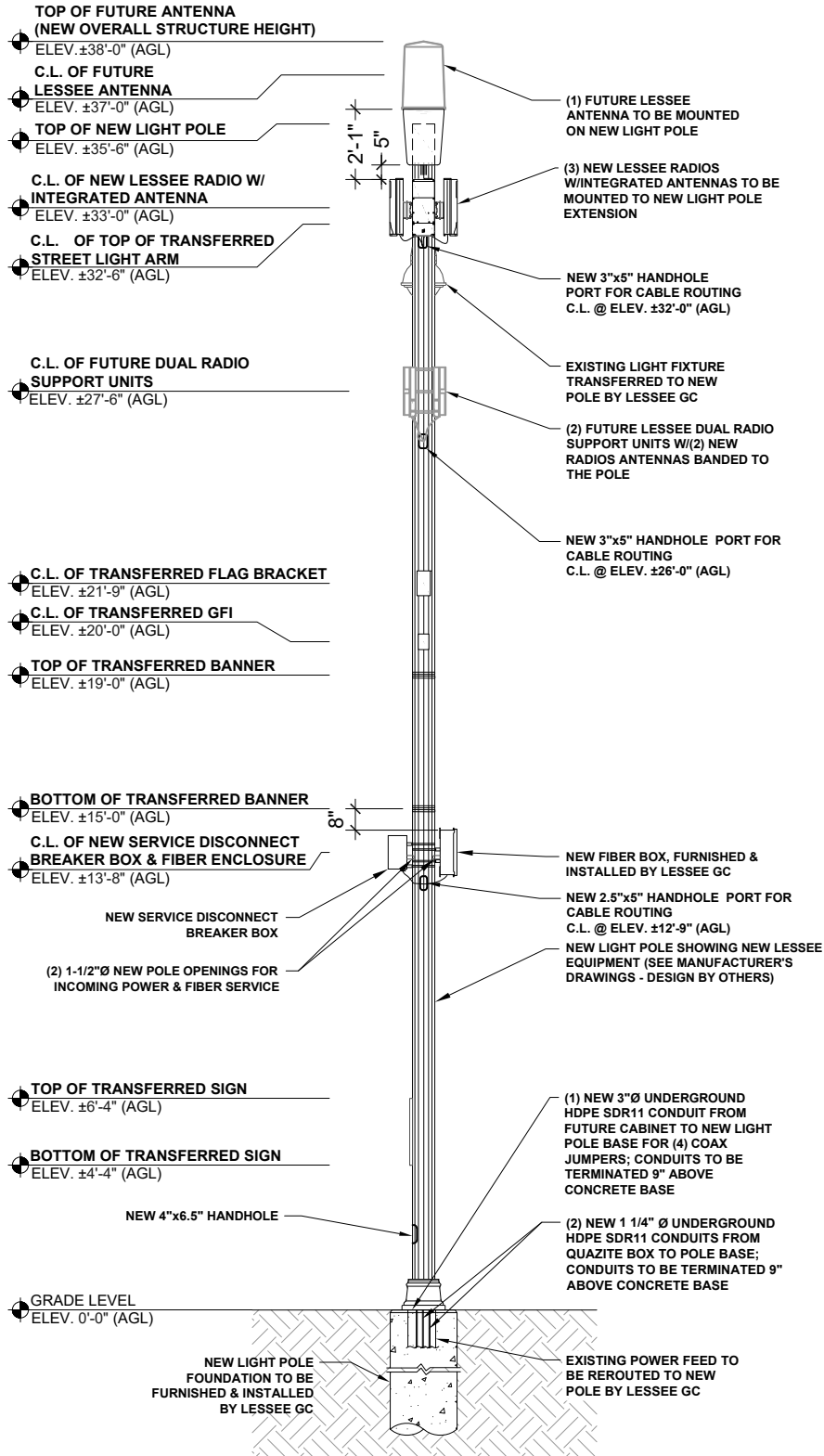
1 EXISTING POLE ELEVATION - NORTHEAST
SCALE: 3/8"=1'-0" (3/8"=2'-0" IF 11X17 SHEET SIZE)



2 PROPOSED POLE ELEVATION - NORTHEAST
SCALE: 3/8"=1'-0" (3/8"=2'-0" IF 11X17 SHEET SIZE)

NOTES:

- GC TO TERMINATE ALL UNUSED PORTS WITH LOADS OF RETURN LOSS>32dB
- GROUNDING NOT SHOWN FOR CLARITY; SEE SHEET G-1 FOR DETAILS



3 PROPOSED POLE ELEVATION - SOUTHEAST
SCALE: 3/8"=1'-0" (3/8"=2'-0" IF 11X17 SHEET SIZE)

SPECIAL NOTES:

- STRUCTURAL/ DESIGN & ANALYSIS SHALL BE APPROVED BY POLE OWNER AND MANUFACTURER (DESIGN BY OTHERS)
- CONTRACTOR TO THOROUGHLY REVIEW THE POLE STRUCTURAL ANALYSIS FOR INFORMATION PERTAINING TO POLE, MOUNTING TYPES, ANTENNA HEIGHTS, AND CABLE ROUTING, ANY OTHER DISCREPANCIES BETWEEN THE DRAWINGS, STRUCTURAL ANALYSIS, AND POLE PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.

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DRAWN BY: AM	CHECKED BY: GMS
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PROJECT #: 20151232386
LOCATION #: 299583
DP METRA SC
691 LEE STREET
DES PLAINES, IL 60016

SHEET TITLE:
**PROPOSED POLE W/
EQUIPMENT ELEVATION**

SHEET NUMBER:
A-2



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

MEMORANDUM

Date: April 14, 2022

To: Michael G. Bartholomew, City Manager

From: Ryan Johnson, Assistant Director of Community and Economic Development ^{RJ.}

Cc: John T. Carlisle, AICP, Director of Community & Economic Development

Subject: Health Inspection Professionals, Inc. – Professional Service Agreement

Issue: In February, the Community and Economic Development Department (CED) issued a Request for Qualifications (RFQ) to retain a third-party health inspection service firm for a long-term, multi-year contract. The City currently utilizes the services of TPI Building Code Consultants, Inc. on a temporary basis for health inspections and health plan reviews.

Analysis: The City conducts approximately 650 regular food preparation safety inspections, 20 kitchen plan reviews, and fields approximately ten foodborne illness complaints per year. The City's health inspection services RFQ on February 11, 2022 was made public on the City's website and was published in a local newspaper. Three responses were received to the RFQ in time for the March 4, 2022 deadline. Staff reviewed the responses, conducted interviews with each firm, and contacted references. Staff subsequently determined that Health Inspection Professionals, Inc. offered an approach that would best suit the needs of City, with competitive hourly rates, flexibility for special event inspections, and effective methods for guiding local establishments towards compliance with applicable health codes.

City staff is requesting a professional service agreement with Health Inspection Professionals, Inc. at an hourly rate of \$65.00 for inspections and plan reviews, and \$40.00 per hour for Administrative Duties, in an amount not to exceed \$95,000 annually, which would be prorated to \$63,650 for eight months of service in 2022. This amount has been budgeted under Professional Services for 2022.

Recommendation: We recommend approval of the professional services agreement with Health Inspection Professionals, Inc. in an amount not to exceed \$63,650, for the term of May 3, 2022 through December 31, 2022, with the option for a two-year renewal upon completion of the initial term, at an annual not-to-exceed amount of \$95,000.

Attachment:

Attachment 1: Resolution R-87-22

CITY OF DES PLAINES

RESOLUTION R - 87 - 22

**A RESOLUTION APPROVING AN AGREEMENT WITH
HEALTH INSPECTION PROFESSIONALS, INC. FOR HEALTH
INSPECTION SERVICES.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Community and Economic Development Department requested proposals for the procurement of health inspection services as such services are needed by the City on an as-needed basis (collectively, "**Services**"); and

WHEREAS, the City has determined that the proposal submitted by Health Inspection Professionals, Inc. ("**Vendor**") is the most appropriate for the provision of the Services to the City; and

WHEREAS, the City desires to enter into a one-year agreement with Vendor for the provision of the Services in the not-to-exceed amount of \$95,000 ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Vendor for the Services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The Agreement with Vendor for the Services in an amount not to exceed \$95,000.00 is hereby approved in substantially the form attached as *Exhibit A*, and in a final form approved by the General Counsel.

SECTION 3: EXECUTION. The City Council hereby authorizes and directs the City Manager and City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from Vendor; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

**CITY OF DES PLAINES
PROFESSIONAL SERVICES AGREEMENT
FOR HEALTH PLAN REVIEW AND INSPECTION SERVICES**

THIS AGREEMENT is dated as of the ____ day of _____, 2022 (**"Agreement"**) and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (**"City"**) and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project identified below:

Health Inspection Professionals, Inc. (**"Consultant"**)
411 East Central Ave.
Lombard, IL 60148
Telephone: (224) 257-0774
Email: healthinspectpros@gmail.com

B. Project Description. Rendering of health plan reviews and health inspection services including, without limitation, commercial kitchen and food processing areas; plumbing; restaurant exhaust hoods; special events; temporary food permits; foodborne illness complaints; miscellaneous food service complaints; routine follow up inspections; building permit health inspections; health and food-related service inquiries (collectively, **"Services"**).

C. Representations of Consultant. The Consultant has submitted to the City a Scope of Services that further describes the services to be provided by the Consultant, a copy of which is attached as Exhibit A to this Agreement (**"Scope of Services"**). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of profession affordable al practice by recognized consulting firms providing services of a similar nature.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed **\$95,000 annually**, at the unit prices outlined in Scope of Services, including reimbursable expenses as identified in the Scope of Work, unless amended pursuant to Subsection 8A of this Agreement. The first year of this Agreement shall be prorated for eight (8) months of Service at a total amount that shall not exceed **\$63,650**.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement; Time of Performance.** The Consultant shall commence the Services on May 3, 2022 upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (the “**Commencement Date**”). The Consultant shall diligently and continuously prosecute the Services until December 31, 2022 (“**Time of Performance**”). The City and the Consultant may choose to renew this Agreement for a subsequent two-year term, extending Services from January 1, 2023 until December 31, 2024.

D. **Reporting.** The Consultant shall regularly report to the City Manager, or his designee, regarding the progress of the Services during the term of this Agreement. The City Manager’s designee shall be the person identified in Section 8.D to receive notice, unless the City Manager otherwise designates in writing.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount billed for the Proposal and paid by the City during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the City.

B. **Invoices and Payment.** The Consultant shall be paid as provided in Exhibit A. The Consultant shall submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in the Scope of Services. The City shall pay to the Consultant the amount billed in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City or its authorized representative to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. **Claim in Addition to Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the City, the Consultant shall provide written notice to the City of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A, or otherwise provided by the Consultant, shall be primarily responsible for carrying out the Services on behalf of the Consultant. Consultant shall notify the City as soon as practicable following resignation or termination of Key Project Personnel. No new Key Project Personnel shall be reassigned or added without the City's prior written approval.

B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term "***Confidential Information***" shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of

said information to the Consultant under this Agreement (***“Time of Disclosure”***); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care for Services. The Consultant represents and certifies that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the City or the Consultant, indemnify, save harmless, and defend the City, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications pursuant to Subsection 6.A of this Agreement (but not the performance or failure of a contractor not retained by Consultant), whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the City.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the City Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the City. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at

all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

D. No Personal Liability. No elected or appointed official, or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (ii) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent is interested in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Patriot Act Compliance. The Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a

Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred or reasonable expenses that Consultant is legally obligated to pay, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit A.

G. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the City Manager determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion shall not constitute a waiver of any rights or claims which the City may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the City by the Consultant.

H. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

I. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by City.** The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by City.** The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

J. **No Additional Obligation.** The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

K. **City Council Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the City Council. The City shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the City Council.

L. **Mutual Cooperation.** The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other consultants engaged by the City.

M. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior written approval from the City Manager.

N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

O. **City Data.** The City has developed various types of data and information, such as digital map information through Geographic Information Systems Technology and through Auto CAD and other methods (collectively "***City Data***") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the City Data, subject to the following conditions:

1. **Limited Access to City Data.** The City Data provided by the City shall be limited to the scope of the Work that the Consultant is to provide for the City;

2. **Purpose of City Data.** The Consultant shall limit its use of the City Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to City Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the City.** The City Data constitutes proprietary materials and trade secrets of the City and, shall remain the property of the City;

b. **Consent of City Required.** The Consultant will not provide or make available the City Data in any form to anyone without the prior written consent of the City Manager;

c. **Supply to City.** At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the City Data;

d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the City Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the City Data for any purpose whatsoever; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the City Data has been discontinued.

P. **Non-Solicitation of Employees.** In consideration of the mutual promises contained in this Agreement, including the understanding that the Consultant will be providing the City with consultants specially-trained by the Consultant and who will utilize the Consultant's confidential information and trade secrets, and in recognition that the services to be rendered to the City by the Consultant are of a special and unique character, the City covenants, warrants and agrees that during the period of time that any individual employee of the Consultant provides consultation to the City and for a period of one (1) year following the last day in which any such employee provides such consulting services for the City, the City shall not, either directly or indirectly, without the prior written consent of the Consultant, solicit, induce or otherwise offer employment to, or engage in discussions regarding employment with, any such Consultant employee, or assist any third party with respect to any of these actions, unless that Consultant employee has been separated from his or her employment or other relationship with the Consultant for a period of six (6) consecutive months.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60018
Attention: Michael Bartholomew, City Manager
E-mail: mbartholomew@desplaines.org

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfriedman.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Health Inspection Professionals, Inc.
411 East Central Ave.
Lombard, IL 60148
Attention: Lynn Hoette
Telephone: (224) 257-0774
Email: healthinspectpros@gmail.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Proposal and the Services.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

L. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

M. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

N. Exhibits. Exhibits A and B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

O. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

P. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2022.

ATTEST:

CITY OF DES PLAINES

By: _____
City Clerk

By: _____
City Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

HEALTH INSPECTION
PROFESSIONALS, INC

Municipal Sanitarian Services



411 East Central Ave.

Lombard, IL 60148

Phone: 224-257-0774

E-Mail: HEALTHINSPECTPROS@GMAIL.COM

Web: HEALTHINSPECTIONPROFESSIONALS.COM

Health Inspections

When transitioning health inspections for a municipality, we review current operations to determine whether any improvements can be made. For example, reviewing current business license and fees to reduce or eliminate costs of services incurred by municipality. Also, a review of current codes, federal, state and local environmental and public health laws, to ensure implementation of a compliant program.

Routine Inspections

An annual inspection schedule to meet and/or exceed the number of required routine inspections is created at the beginning of the year. In general, high-risk Level 1 facilities receive three annual inspections, mid-level risk level 2 facilities receive two inspections, and low risk level 3 facilities receive one. Follow up inspections vary depending on the reason for the follow up.

The average inspection times vary depending on the size and type of facility. The time required and frequency for follow-up inspections also varies depending on the reason for the follow-up.

Emergencies, Complaints, Temporary Events

Response to food-borne illness emergencies ensues within the municipality's required timeframe. Our inspectors conduct investigations of food handling practices, food handlers, and other potentially harm-causing factors. Results are made available for epidemiologists, environmental health, and other public health officials for ongoing risk mitigation.

Complaints receive a response within the municipality's required timeframe as well, and the establishment and/or incident is fully investigated.

Reviews for permits and inspections for temporary food providers at events such as carnivals and festivals are conducted as needed.

Performing Inspections

We perform inspections in accordance with all applicable codes, mandates, and regulations to maintain public health and safety. Our process includes:

- Following municipality's approved checklist
- Perform all measurement procedures, as required
- Issue written notices of code violations
- Conduct follow-up inspections
- Utilize an educational approach to our inspections which result in positive interactions with food establishments

Health Plan Reviews, Licensing, and Other Duties

In addition to the services described above, our inspectors conduct plan reviews, occupancy inspections, and consultations for food-related businesses and establishments. Plan reviews are performed within an agreed upon time frame. Other duties include:

- Review and approve forms
- Review of business licenses and fees
- Perform plan review and inspections for new, remodel and change of ownership for food establishments
- Answer routine questions and provide general information
- Return phone calls within 24 hours

Key Staff

Lynn Hoette

- A Licensed Environmental Health Practitioner, Ms. Hoette's career in Illinois at the DuPage County Health Department began in 2004. She currently performs Sanitarian services for several municipalities, including the villages of Wilmette, Northbrook, and Glencoe. Her work for these municipalities includes routine food establishment inspections, follow-up inspections, complaint resolution, review and inspection for temporary food events, plan review of new food establishments / existing remodel / changes of ownership, investigate foodborne illness, consultation with potential new facility owners, and providing general information and answering questions. Ms. Hoette is the President of Health Inspection Professionals.

Leonard Morelli

- Beginning in 2010, Mr. Morelli performed food safety inspections throughout the Midwest. During that time he conducted food safety audits for clients, teaching and coaching them to create safer and healthier environments. In 2018 he joined Health Inspection Professionals and performs health inspection duties that include routine food establishment inspections, follow-up inspections, complaint resolution, reviews and inspection for temporary food events, investigate foodborne illness, providing food safety training, and providing general information and answering question. He will be taking the LEHP exam when the IDPH resumes reviewing applications.

Ramesh Patel

- Mr. Patel has worked in food sanitation for more than four decades. The first half of his career focused on quality control and sanitation in the food manufacturing industry in Illinois. In the early 2000s, his work shifted to the public health sector and he currently performs health inspection duties for municipalities in Illinois for Health Inspection Professionals. His duties include routine food establishment inspections, follow-up inspections, complaint resolution, review and inspection for temporary food events, investigate foodborne illness,

providing food safety training, and providing general information and answering questions

Tim Schwarz

- Mr. Schwarz is a Licensed Environmental Health Practitioner. Mr. Schwarz began his career at the DuPage County Health Department and has been a Sanitarian for 20 years. He works part-time at Health Inspection Professionals, Inc.

ATTACHMENT B

FEE PER SERVICE TYPE FORM

Company Name: Health Inspection Professionals, Inc
Address: 411 E. Central
City, State, Zip Code: Lombard, IL 60148

HEALTH INSPECTION SERVICES

Per the specifications herein

FEE PER SERVICE TYPE

The proposed pricing shall include all-inclusive fees as identified on this Fee Per Service Type Form. Please list all customary costs and expenses to be included in the services. Costs and expenses that are not identified on this form will be considered included in, and not additional to, the stated cost.

Service Type	Service Availability Hours	Cost Per Service Type*
Routine Food Service Operations Inspections	as many as needed	\$65. ⁰⁰
Health Plan Reviews		
Building Permit Health Inspections		
Business License Health Inspections		
Miscellaneous Health Inspections**		
After Hours and Emergency Service		
Property Maintenance Inspections		
Administrative Duties		\$40. ⁰⁰

*indicate whether this an hourly or fixed rate.

**i.e. conducting field inspections associated with plan review, investigating complaints, performing follow-up inspections.

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: City of Des Plaines, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

F. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured

Policy or Policies



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: April 20, 2022

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Bid Award – 2022 Contractual Asphalt Milling and Resurfacing Repairs

Issue: The 2022 City budget includes funding in the Street Maintenance Miscellaneous Contractual Services Fund account for asphalt street patching repairs. Six bids were received and opened on April 14, 2022.

Analysis: The Public Works and Engineering Department annually conducts an evaluation of local road conditions and determines the roads most suitable for asphalt patching repair maintenance. The bid scope requires vendors to provide unit price for 2” (2-inch) asphalt milling and resurfacing of approximately 7,145 square yards of deteriorated asphalt roadway. The bid summary is listed below:

Company	Total Bid	Additional Location Cost per Square Yard
Chicagoland Paving	\$142,906.80	\$20.00
Schroeder Asphalt Services, Inc.	\$148,111.74	\$20.00
J.A. Johnson Paving Co.	\$159,341.08	\$22.30
Builders Paving, LLC	\$191,245.46	\$15.69
Brothers Asphalt Paving, Inc.	\$250,090.05	\$35.00
Metromex Contractors, Inc.	\$257,231.88	\$36.00

Of the six bids received, Chicagoland Paving provided the lowest bid and they have successfully completed similar patching projects for the City with favorable results.

Recommendation: We recommend award of the 2022 Contractual Asphalt Milling and Resurfacing Repairs contract to Chicagoland Paving Contractors, Inc., 225 Telser Road, Lake Zurich,

IL 60047, in the amount of \$142,906.80. Source of funding for this contract will be the Street Maintenance Fund account (100-50-530-0000.6195).

Attachments:

Resolution R-88-22

Exhibit A – Contract

CITY OF DES PLAINES

RESOLUTION R - 88 - 22

A RESOLUTION APPROVING AN AGREEMENT WITH CHICAGOLAND PAVING CONTRACTORS, INC. FOR CONTRACTURAL ASPHALT MILLING AND RESURFACING REPAIRS.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds in the Street Maintenance Fund for use by the Public Works and Engineering Department during the 2022 fiscal year for asphalt milling and resurfacing repairs of approximately 7,145 square yards of deteriorated asphalt roadway ("**Work**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the of the City of Des Plaines City Code and the City's purchasing policy, the City solicited bids for the procurement of the Work; and

WHEREAS, the City received six bids, which were opened on April 14, 2022; and

WHEREAS, Chicagoland Paving Contractors, Inc. ("**Vendor**") submitted the lowest responsible bid for the Work in an amount not to exceed \$142,906.80 plus additional locations as needed for a cost of \$20.00 per square yard; and

WHEREAS, the City desires to enter into an agreement with Vendor for the Work at the price proposed ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Vendor for the Work;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP - Resolution Approving Agreement with Chicagoland Paving for Contractual Asphalt Milling and Resurfacing Repairs

CITY OF DES PLAINES

CONTRACT FOR

2022 Contractual Asphalt Milling and Resurfacing Repairs

Full Name of Bidder **Chicagoland Paving Contractors Inc.** _____ ("Bidder")
Principal Office Address **225 Telser Road** _____
Local Office Address **Lake Zurich, IL 60047** _____
Contact Person **Bill Bowes** _____ Phone Number **847 550 9681**

1. **Work Proposal**

A. **Contract and Work.** If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 2022 Contractual Asphalt Milling and Resurfacing Repairs located at various locations throughout the City as listed in Attachment B (the "Work Site");
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Bidder by this Contract; and
6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto in Attachment A and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are

specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. **Responsibility for Damage or Loss.** If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. **Inspection/Testing/Rejection.** Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. **Schedule of Prices.** For providing, performing, and completing all Work, the total Base Bid Contract Price of:

\$ 142,906.80

B. **Basis for Determining Prices.** It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim

{00119453.2}

any additional compensation by reason of the payment of any such tax is hereby waived and released; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.]

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after

Owner's acceptance of the Contract provided Bidder shall have furnished to Owner insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than August 1, 2022 (the "Completion Date").

4. Financial Assurance

A. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis. Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors

{00119453.2}

- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's

obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any 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 and certified payrolls.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience **minimum of 10 years**, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in **Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and**

registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program."

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of

money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

By submitting this Contract proposal in response to this Invitation to Bid, Bidder hereby represents, warrants, and certifies that:

- ☒ Bidder has carefully examined and read the ITB and all related documents in their entirety.
- ☒ The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- ☒ Bidders has provided a list of client references with a minimum of **(4) four municipal** references.
- ☒ Bidder has fully completed the entire Contract form, including the Total Contract Price on page 2 of the contract and completed the entire bid pricing in Attachment A.
- ☒ Bidder has submitted a certified check or bid bond, in amount equal to at least 5 percent of the Total Contract Price.
- ☒ Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. 1, 2 **[BIDDERS MUST INSERT ALL ADDENDA NUMBERS]**, has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- ☒ Bidder meets all conditions of Ordinance M-7-20: RESPONSIBLE BIDDER FOR CERTAIN CONSTRUCTION CONTRACTS which is included in Attachment C. Include documents with bid submission.
- ☒ Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: 4/17, 2022

Bidder's Status: () IL Corporation () ☒ Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Chicago Land Paving Contractors

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: William R. Bowes Date: 4/17/22

(corporate seal)
(if corporation)

Printed Name:

William R. Bowes

Title/Position:

V.P.

Bidder's Business Address:

225 Telser Rd

Lake Zurich IL 60047

Bidder's Business Telephone:

8475009681

Facsimile: _____

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
<u>William R. Bowes</u>	<u>V.P.</u>	<u>20547 Plumwood,</u>
		<u>Kildeer IL 60047</u>
<u>Kevin Meertz</u>	<u>Pres.</u>	<u>225 Telser, Lake Zurich</u>

IL 60047

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of _____, 20____.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

CITY OF DES PLAINES

Signature: _____

Printed name: Michael G. Bartholomew

Title: City Manager

Attachment A

Bid for Asphalt Milling and Resurfacing

- Work will be consistent with that specified in Section 1030 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
- Pricing to include all mobilization, equipment, products, items, materials, merchandise, supplies, or other items necessary for the completion of 2" (2-inch) asphalt milling and resurfacing per estimated quantities which shall include: Prior notification to residents and businesses affected by grinding 5 days prior to commencing work, all traffic control devices, machines, water trucks, labor, and disposal of grindings. Preparation is to include mechanical sweeping of milled roadway and application of primer coat.

SCHEDULE OF PRICING BASE BID

Location #	Street	Limits	Quantity (SY)	Cost
1	Eastview Drive	Jarvis Ave to Touhy Ave	110.78	2,215.60
2	Douglas Ave	Jarvis Ave to Howard St	111.33 11.33	2,226.60
3	4th Avenue	Golf Road to S. Golf Cul-de-sac	86.67	1,733.40
4	Campbell Ave	Center St to West Dead-End	189.78	3,795.60
5	Henry Ave	Center St to West Dead-End	165.00	3,300-
6	Van Buren Ave	Center St to River Road	260.67	5,213.40
7	Maple St	Wicke Ave to Lincoln Ave	74.56	1,491.20
8	Riverview Ave	Illinois St to Chestnut St	46.22	924.40
9	Riverview Ave	White St and River Road	65.00	1,300-
10	Miami Lane	Denver Dr to Pennsylvania Ave	297.33	5,946.60
11	Millers Road	Elmhurst Rd to Mt Prospect Rd	920.22	18,404.40

Location #	Street	Limits	Quantity (SY)	
12	Florian Drive	Marshall Dr to Hewitt Dr	123.44	2,468.80
13	Longford Dr	Wolf Rd to Middleton Ln	53.44	1,068.80
14	Ingram Pl	King Ln to W. Walnut Ave	65.78	1,315.60
15	Arnold Ct	King In to Kinkaid Ct	176.67	3,533.40
16	6th Avenue	Prairie Ave to Greenview Ave	29.56	591.20
17	Woodlawn Ave	4th Avenue to 2nd Avenue	133.33	2,666.60
18	2nd Avenue	Walter Ave to Hollywood Ave	823.78	16,475.60
19	Walter Ave	2nd Avenue to 3rd Avenue	677.11	13,542.20
20	6th Avenue	Golf Road to Seegers Road	522.67	10,453.40
21	Pinehurst Dr	Amherst Ave to Princeton St	86.67	1,733.40
22	Terrace Lane	Mt Prospect Road to Manor Ct	217.33	4,346.60
23	Manor Court	Terrace Ln to Kathleen Drive	57.78	1,155.60
24	Prarie Ave	Potter Road to Lyman Ave	924.44	18,488.80
25	Webster Ave	Jarvis Ave to Touhy Ave	89.78	1,795.60
26	Therese Terrace	Timothy Ln to Madelyn Drive	42.67	853.40
27	Madelyn Drive	Timothy Ln to Therese Terrace	493.33	9,866.60
28	Eisenhower Drive	Laura Lane to Cul-De-Sac	300.00	6,000
		Extended Total	7,145.33	142,906.80

ALTERNATE PRICING

Public Works Facility	Quantity (SY)	Cost
Site 1-(ewaste)	1,687.78	25,316.70
Site 2	6,666.67	100,000.05
Site 3	551.11	8,266.65

Additional locations as needed for a cost of \$ 20 per square yard.

ADDENDUM NO. 1

**CITY OF DES PLAINES
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT
2022 Contractual Asphalt Milling and Resurfacing Repairs**

March 24, 2022

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for the 2022 Contractual Asphalt Milling and Resurfacing Repairs by the City of Des Plaines, Illinois ("**Request**").

The information given in this Addendum shall be taken into account by each prospective bidder in the preparation of its Contract Proposal. Receipt of this Addendum shall be acknowledged on page 1 of the bidder's Contract Proposal and a copy of this Addendum shall be included in the bidder's Contract Proposal.

I. Attachment A

**SCHEDULE OF PRICING BASE BID
Location #2**

Location #	Street	Limits	Quantity (SY)	Cost
2	Douglas Ave	Jarvis Ave to Howard St	41.33 <u>111.33</u>	

All other provisions of the Bid Package remain unchanged, including the date and time to submit Contract Proposals.
Bid Opening 10:00 A.M. April 14, 2022

SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND ATTACH TO THE FRONT OF YOUR BID PROPOSAL.

COMPANY NAME Chicago Land Paving

SIGNATURE W R Bann

DATE 3/24/22

Street Project List

Village of Bellwood

Adams Street & Linden Ave. Resurfacing (CDBG)
Contract Amount: \$150,000.00
Chuck Hodges
Hancock Engineering
708-865-0300

Lake Zurich CUSD 95

New May Whitney Elementary School
Midlothian/Church Off-Site Roadway Improvements
Contract Amount: \$3,550,473.70
Peter Lind
Gewalt Engineering Associates
847-478-9700

Village of Downers Grove

Forest North Parking Lot Improvements
& Burlington Ave.
Contract Amount: \$555,000.00
Nate Hawk
Village of Downers Grove
630-434-5467

Village of Winthrop Harbor

2021 Street Improvements
Contract Amount: \$359,000.00
Stephen Wegner
Baxter Woodman
815-444-3353

Village of Golf

2020 Capital Improvements Project
Contract Amount: \$237,000.00
Brian Wesolowski
Gewalt Engineer Associates
847-478-9700

Village of Indian Head Park

2021 Road Repair
Contract Amount: \$343,999.55
Kevin Vandewoestyne
Thomas Engineering Group
847-815-9500

Village of Forest Park

14th Street Resurfacing (CDBG)
Contract Amount: \$170,000.00
James Amelio
Christopher B. Burke Engineering, Ltd.
847-652-1343

Grant Township Highway Department

2021 Roadway (Cam Aqua & Tanneron)
Contract Amount: \$277,200.00
Carissa Smith / Kim Kiesgen
Gewalt-Hamilton Associates
847-478-9700

Patching References

Village of Algonquin

2021 Asphalt Patching
Contract Amount: \$183,599.75
Scott Goad
Village of Algonquin
847-658-2700

Village of LaGrange Park

2020 MFT Patching Project
Contract Amount: 124,840.00
Mark Volk
Hancock Engineering
708-865-0300

Forest Preserve District of Kane County

Fox River Trail & Culvert Repair
Contract Amount: \$244,948.50
Jenny Estes
Forest Preserve District of Kane County
847-464-0822

Village of Mount Prospect

MPI Patching
Contract Amount: \$75,000.00
Scott Moe
Village of Mt. Prospect
847-870-5640

Village of Lindenhurst

Pavement Patching Contract Extension
Contract Amount: \$100,000.00
Charles Hernandez
Village of Lindenhurst
847-356-1765 ext. 201

Fremont Township Highway Department

2021 HMA Patching Work
Contract Amount: \$50,000.00
Dan Strahan
Gewalt Hamilton Associates
847-478-9700

630-232-1279


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Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Chicagoland Paving Contractors Inc

225 Telser Rd

Lake Zurich, IL 60047-1582

OWNER:*(Name, legal status and address)*

City of Des Plaines

1420 Miner St

Des Plaines, IL 60016-4484

SURETY:*(Name, legal status and principal place of business)*

West Bend Mutual Insurance Company

1900 South 18th Avenue

West Bend, WI 53095

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

2022 Contractual Asphalt Milling & Resurfacing Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

Exhibit A

(1496601206)

Signed and sealed this 14 day of April, 2022



(Witness)


(Witness)

Chicagoland Paving Contractors Inc

(Contractor as Principal)

(Seal)


(Title) William R. Bowas

V.P.

West Bend Mutual Insurance Company

(Surety)

(Seal)


(Title) PAUL F PRAXMARER, Attorney-In-Fact

Init.

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User Notes:

Exhibit A

(1496601206)

Page 18 of 20



THE SILVER LINING®

Bond No. 2516967

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 14th day of April, 2022.



Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

ACKNOWLEDGMENT OF CORPORATE SURETY

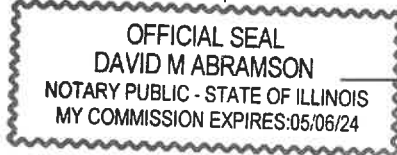
STATE OF Illinois)

ss

County of McHenry)

On this 14th day of April, 20 22, before me appeared Paul F. Praxmarer to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



David M Abramson

Notary Public

May 6, 20 24 County of McHenry, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: April 20, 2022

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Bid Award - 2022 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement—MFT 22-00000-06-GM

Issue: The approved 2022 budget includes funding for pavement markings. Three bids for this service were received on April 14, 2022.

Analysis: The Public Works and Engineering Department contracts thermoplastic street lane marking and raised reflective pavement marker replacement/repair each year based on a citywide survey of existing markings. This project consists of removing and remarking centerlines, crosswalks, stop bars, and parking lane lines. The bid specifications require vendors to provide unit prices for over 68,000 feet of various sizes of pavement marking lines and replacement/repair of 38 raised reflectors. A bid summary is listed below:

Company	Total Contract Price
Superior Road Striping, Inc.	\$64,644.41
Precision Pavement Markings, Inc.	\$102,207.51
Marking Specialists Corporation	\$139,705.05

Recommendation: We recommend award of the 2022 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement – MFT-22-00000-06-GM to Superior Road Striping, Inc., 1980 N. Hawthorne Avenue, Melrose Park, IL, in the amount of \$64,644.41. Funding for this project will be from Motor Fuel Tax, Other Services account (230-00-000-0000.6165).

Attachments:

Resolution R-89-22
Exhibit A – Contract

CITY OF DES PLAINES

RESOLUTION R - 89 - 22

**A RESOLUTION APPROVING AN AGREEMENT WITH
SUPERIOR ROAD STRIPING, INC. FOR THE 2022
THERMOPLASTIC/EPOXY PAVEMENT MARKINGS AND
RAISED REFLECTOR PAVEMENT MARKER
REPLACEMENT PROJECT, MFT-22-00000-06-GM.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds in the Motor Fuel Tax Fund for use by the Department of Public Works and Engineering during the 2022 fiscal year for the 2022 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement Project, MFT-22-00000-06-GM, which includes removing and remarking centerlines, crosswalks, stop bars, and parking lane lines throughout the City ("**Work**"); and

WHEREAS, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code, the City issued an invitation for bids for the performance of the Work; and

WHEREAS, the City received three bids, which were opened on April 14, 2022; and

WHEREAS, Superior Road Striping, Inc. ("**Contractor**") submitted the lowest responsible bid in the amount of \$64,644.41; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of the Work in the not-to-exceed amount of \$64,644.41 ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Contractor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Contract.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Superior Road Striping for Thermoplastic Lane Markings and Reflectors 2022



Contractor's Name

Superior Road Striping, Inc.

Contractor's Address

1980 N. Hawthorne Ave.

City

Melrose Park

State

IL

Zip Code

60160

STATE OF ILLINOIS

Local Public Agency

City of Des Plaines

County

Cook

Section Number

22-00000-06-GM

Street Name/Road Name

Various Locations

Type of Funds

MFT

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

MAYOR

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Des Plaines	Various Locations	Cook	22-00000-06-GM

- THIS AGREEMENT, made and concluded the 2nd day of May, 2022 between the City of Des Plaines, known as the party of the first part, and Superior Road Striping, Inc., its successor, and assigns, known as the party of the second part.
- 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 this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all 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 contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00000-06-GM in City of Des Plaines, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Des Plaines
Local Public Agency Type Name of Local Public Agency

Clerk	Date

(SEAL)

Party of the First Part	Date
By:	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Attest: Secretary	Date

Partner	Date

(SEAL)

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part	Date

CITY OF DES PLAINES

CONTRACT FOR

2022 Thermoplastic/Epoxy Pavement Markings and Raised Reflective Pavement Marker Replacement and Raised Reflective Marker Reflector Replacement MFT 22-00000-06-GM

Full Name of Bidder Superior Road Striping, Inc. ("Bidder")
Principal Office Address 1980 N. Hawthorne Avenue
Local Office Address _____
Contact Person Joan Yario Telephone Number 630-860-5213

TO: City of Des Plaines ("Owner")
1420 Miner Street
Des Plaines, Illinois 60016
Attention: _____

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 2022 Thermoplastic/Epoxy Pavement Markings and Raised Reflective Pavement Marker Replacement and Raised Reflective Marker Reflector Replacement MFT 22-00000-06-GM within the City of Des Plaines designated areas;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and

construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the

TOTAL CONTRACT PRICE (in numbers):

\$ 64,644.41

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and

5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than July 31, 2022

Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with one (1) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.
Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract..

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified

classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any 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 and certified payrolls.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program." performing Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Thermo 2022		Andy 847-571-5853										
LOCATION		4"	6"	12"	24"	SYBM. SQ. FT.	GRIND SQ. FT.					
Oakton:Locust to Lee	Parking Lanes and Center Lines	9000										
Thacker: Wolf to First	Parking Lanes and Skips	7000										
Craig and Patton	3 Stop Bars 1 Crosswalk			48		36						
Craig and Stillwell	1 Crosswalk			46								
Stillwell and Sunset	3 Stop Bars 2 Crosswalks			124		46						
Sunset and Scott	2 Stop Bars 2 Crosswalks			128		32						
Craig and Halsey	1 Crosswalk			48								
Craig and Nimitz	1 Crosswalk			48								
Nimitz and Scott	2 Ladders 1 Crosswalk Grind stop bars			142	75		24					
Pratt and Scott	4 Stop Bars 4 Crosswalks			280		69						
Pratt and Craig	4 Stop Bars 4 Crosswalks			280		69						
Rusty and Parkwood	2 Stop Bars 1 Crosswalk			64		32						
Rusty and Laura	4 Crosswalks			208								
Scott and Morse	2 Stop Bars 2 Crosswalks			184		24						
Pratt and Greco	1 Crosswalk			60								
Maple and Morse	4 Stop Bars 2 Cross 2 Ladder			120	150	58						
Maple: Touhy to Pratt	Parking Lane			2500								
Maple and Estes	1 Stop Bar 1 Cross 1 Ladder			132	75	12						
Maple and Krowka	1 Stop Bar 1 Ladder				75	13						
Maple and Greenleaf	2 Crosswalks 1 Ladder			132	75							
Maple and Lunt	2 Crosswalks 1 Ladder			132	75							
Greco and Touhy	1 Stop Bar					22						
Touhy and Frontage	1 Stop Bar					14						
Frontage and Sherwin	1 Stop Bar 1 Crosswalk			110		15						
Frontage and Birchwood	1 Stop Bar 1 Crosswalk			110		15						
Frontage: Birchwood to Mannheim	All											
Maple and Birchwood	1 Stop Bar 2 Crosswalks			110		15						
Maple: Howard to Sherwin	Yellow Skip both sides of wall	780										
Maple and Sherwin	5 Stop Bars					60						
Maple and Fargo	2 Crosswalks			160								
Maple and Welwyn	1 Crosswalk			66								
Cedar and Fargo	2 Stop Bars 4 Crosswalks			174		30						
Chase and Magnolia	2 Stop Bars 4 Crosswalks			184		23						
Touhy and Cedar	1 Stop Bar 1 Crosswalk			80		20						
Howard:Maple to White	Parking Lane	1400										
Howard and White	2 Stop Bars 2 Crosswalks			118		30						
Maple and Stockton	2 Stop Bars 4 Crosswalks			228		26						
Prospect and Orchard	2 Stop Bars 4 Crosswalks			204		26						
Prospect and Maple	2 Crosswalks			112								
Everett and Birch	2 Stop Bars 4 Crosswalks			220		25						

Riverview and Locust	2 Stop Bars 4 Crosswalks			220			25	
Everett and Locust	2 Stop Bars 4 Crosswalks			220			25	
Everett and Maple	4 Stop Bars 4 Crosswalks			248			62	
Everett and Sycamore	2 Stop Bars 4 Crosswalks			248			30	
Everett and Orchard	4 Stop Bars 4 Crosswalks			248			62	
Prospect and Illinois	2 Stop Bars 2 Cross 2 Ladder			112		156	28	
Prospect, Mannheim, Circle	All incl. RR and Mannheim			166		320	85	61
Chestnut and Circle	1 Stop Bar 1 Crosswalk			48			13	
Chestnut and Riverview	3 Stop Bars 1 Crosswalk			60			45	
Pearson and Thacker	1 Stop Bar 2 Ladder					184	12	
Thacker: Cora to Lee	Yellow Skips	400						
Thacker and Center	4 Stop Bars 4 Ladders					430	377	
Thacker and Lee	All	32		86		366	88	
Ashland and White	1 Stop Bar 2 Ladder			100			71	
Ashland and Cora	1 Stop Bar 3 Cross 1 Ladder			154			45	
Walnut and White	3 Stop Bars 4 Crosswalks			156			30	
Walnut and Cora	3 Stop Bars 2 Cross 2 Ladder			92		65	40	
Henry and Cora	3 Stop Bars 2 Cross 2 Ladder			92		65	45	
Campbell and Cora	1 Stop Bar 2 Cross 2 Ladder			92		65	45	
Lyman and Ballard	1 Stop Bar 1 Crosswalk			60			11	
Hawthorne and Hawthorne	3 Stop Bars						26	
Grove and Hills	3 Stop Bars 1 Crosswalk			38			34	
Graceland: Rand to NW Hwy	Yellow Skips and Solids	920						
Graceland and Perry	All			184		66	65	
Western and Brown	1 Stop Bar 1 Crosswalk			80			18	
Willow and Laurel	3 Stop Bars 2 Crosswalks			110			40	
Laurel and Harding	2 Stop Bars 4 Crosswalks Hashouts			700			21	
Brown and Alles	2 Stop Bars 3 Crosswalks			200			33	
Brown and Lee	1 Stop Bar 1 Crosswalk			46			12	
Willow and Alles	1 Stop Bar 3 Crosswalks			200			20	
Alles and Harding	2 Stop Bars 4 Crosswalks			240			42	
Wolf and Kylemore	1 Stop Bar 1 Crosswalk			120			24	
Central and Marcella	1 Stop Bar 1 Crosswalk			64			15	
Rand and Albany	1 Stop Bar						16	
Wisconsin and Vassar	3 Crosswalks			144				
Harvard and Vassar	4 Stop Bars 4 Crosswalks			184			46	
Mt Prospect and Harvard	1 Stop Bar 1 Crosswalk			46			12	
Mt Prospect and Cranbrook	1 Stop Bar 1 Crosswalk			48			12	
Princeton and Radcliffe	3 Stop Bars 3 Ladders					120	38	
Princeton and Amhurst	4 Stop Bars 4 Crosswalks			224			48	
Princeton and Wolf	2 Stop Bars 2 Crosswalks			118			32	
Stone and Wolf	2 Stop Bars 2 Crosswalks			118			32	
Stone and Stratford	2 Stop Bars 4 Crosswalks			192			28	

Stone and Ardmore	2 Stop Bars 4 Crosswalks		192			28	
Amhurst and Pinehurst	3 Stop Bars 1 Crosswalk		52			35	
Drake and Village	3 Stop Bars 2 Crosswalks		88			22	
Cambridge and NW Hwy	1 Stop Bar 1 Crosswalk		72			14	
Cornell and State	1 Stop Bar 2 Crosswalks		168			15	
Stratford and State	1 Stop Bar 2 Cross Park Lane		375			11	
Drake and Cornell	4 Stop Bars 4 Crosswalks		320			54	
Drake and Ardmore	2 Stop Bars 4 Crosswalks		300			20	
Drake and Stratford	2 Stop Bars 2 Ladders			120		20	
Drake and Eighth	2 Continentals			144			
Drake and Wolf	2 Stop Bar 2 Cross 1 Cont		72	140		28	
Golf and Third	1 Stop Bar 1 Crosswalks		64			15	
Golf and Second	1 Stop Bar					14	
Golf and Fourth	1 Stop Bar					18	
Seegers and Fourth	1 Stop Bar					14	
Yale and Broadway	1 Stop Bar					14	
Morgan O'Brien and Marina	3 Stop Bars 1 Crosswalk		104			40	
Warrington and Westgate	1 Crosswalk		70				
Westgate and Fletcher	1 Ladder			75			
Warrington and Cumberland Pkwy	3 Stop Bars 1 Crosswalk		60			37	
Cumberland Pkwy and Meyer	1 Crosswalk		64				
Meyer and Davis	1 Crosswalk		64				
Davis and Warrington	1 Crosswalk		64				
Warrington and Columbia	3 Stop Bars					34	
Washington and Cumberland Pkwy	1 Stop Bar 1 Crosswalk		56			14	
Warrington and High Lines	1 Ladder			75			
Kenilworth and High Lines	1 Ladder			75			
Totals		19532	14195	2991	2912	61	24

**ATTACHMENT B
SPECIFICATIONS**

PAVEMENT MARKING

SECTION 780. PAVEMENT STRIPING

780.01 Description. This work shall consist of furnishing and applying pavement marking.

780.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Thermoplastic Pavement Markings	1095.01
(b) Paint Pavement Markings	1095.02
(c) Preformed Plastic Pavement Markings	1095.03
(d) Epoxy Pavement Marking	1095.04
(e) Preformed Thermoplastic Pavement Marking	1095.05
(f) Glass Beads for Pavement Markings	1095.07
(g) Polyurea Pavement Marking	1095.08

780.03 Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Thermoplastic Truck-Mounted (Note 1)	1105.01(a)
(b) Thermoplastic Hand-Operated (Note 1)	1105.01(b)
(c) Epoxy	1105.02
(d) Polyurea	1105.03

Note 1. A mechanical beader approved by the Engineer shall be used.

CONSTRUCTION REQUIREMENTS

780.04 General. Thermoplastic, epoxy, and polyurea pavement markings shall only be applied by Contractors on the list of approved Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

Pavement marking on freeways shall be placed with truck-mounted equipment. Markings on roads other than freeways may be placed with either truck-mounted or hand-operated equipment.

Before applying the pavement marking material, the pavement shall be clean, dry, and free of debris or any other material that would reduce the adhesion of the markings on the pavement.

The edge of a center line or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 ft (3 m) line 1 in. (25 mm) or less.

Pavement marking words and symbols shall conform closely to the dimensions and spacing specified in the MUTCD and the plans. Deviations from the required dimensions and spacing or other departures from reasonable standards of professionalism will be cause for rejection by the Engineer.

The words and symbols shall be as specified in Table 1 in Article 780.12.

780.05 Thermoplastic. Prior to applying the thermoplastic pavement markings, the existing pavement markings shall be removed according to Section 783. The area removed shall be no wider than the width of the existing pavement markings. The new thermoplastic pavement markings shall be applied over the location where the pavement markings were removed.

The Contractor shall notify the Engineer 72 hours prior to the placement of the thermoplastic markings. At the time of this notification, the Contractor shall indicate the manufacturer and lot numbers of thermoplastic and glass beads he/she intends to use.

The compound shall be installed in a molten state at a minimum temperature of 400 °F (205 °C) and maximum temperature of 475 °F (245 °C). Scorching or discoloration of material will be cause for rejection by the Engineer. The machinery

shall be constructed so all mixing and conveying parts, up to and including the shaping-die, maintain the material in a molten state.

Thermoplastic shall be applied only when the pavement temperature is 55 °F (13 °C) or greater and no later than November 1 or earlier than April 15. If the thermoplastic markings cannot be placed according to these specifications and the road is to be opened to traffic between November 1 and April 15 and no adequate pavement markings are in place, the Contractor shall, at the direction of the Engineer, place temporary pavement markings according to Section 703. The Contractor shall remove the temporary pavement markings and place the thermoplastic pavement markings on or after April 15 or as agreed upon by the Engineer.

A binder sealer shall be applied on all hot-mix asphalt (HMA) pavements over 60 days old and on all portland cement concrete pavement surfaces where the new thermoplastic material is to be installed. The binder sealer material shall be applied as recommended by the manufacturer of the thermoplastic and in sufficient quantities to entirely cover the surface on which the thermoplastic is to be laid.

The thermoplastic material shall be applied at a thickness of not less than 100 mils (2.50 mm) but no greater than 110 mils (2.75 mm). Finished lines shall be within 1/4 in. (6 mm) of the width specified in the plans.

Thermoplastic markings shall be placed with drop on glass beads according to Article 1095.01, uniformly applied to assure adequate nighttime reflectivity. It shall be the Contractor's responsibility to use a compatible combination of thermoplastic material and beads to preclude the surface beads from sinking deeply into the thermoplastic.

The thickness of the markings will be measured above the pavement surface at random points as selected by the Engineer, to determine conformance.

- (a) If the measurements show less than 100 mils (2.50 mm), the Engineer will "chip" the edges of the markings at random points and measure the thickness of the chips to determine if the overall thickness of the markings is at least 100 mils (2.50 mm). When either the overall thickness or the thickness above the pavement surface is substantially in conformance with the thickness requirements, payment will be made at 100 percent of the contract unit prices involved.
- (b) If the thickness at a given location is less than 100 mils (2.50 mm), additional measurements will be taken on each side of the location by the Engineer to determine the extent of the deficient portion of the marking. If the average thickness of the deficient portion is less than 100 mils (2.50 mm) but more than 60 mils (1.50 mm), an adjusted unit price of 50 percent of the contract unit price involved will be used in computing payment for the area which is deficient.
- (c) If the measurements show the average thickness to be less than 60 mils (1.50 mm), the Contractor shall remove the surface of the deficient portions of the markings sufficiently to reduce the average thickness to approximately 50 mils (1.25 mm) or less. The Contractor shall then apply additional

thermoplastic material and beads to bring the thickness of the markings to at least 100 mils (2.50 mm) and the reflectivity to the minimum required values.

780.06 Paint. Prior to application of the paint pavement marking, the Contractor shall make certain the pavement surface is dry and free of dirt or grease and, if necessary, clean the surface to the satisfaction of the Engineer.

Paint shall not be applied at air temperatures below 50 °F (10 °C), unless approved by the Engineer.

The paint shall be applied at a minimum thickness of 16 mils (406 µm) and beads shall be applied to all painted surfaces at the minimum rate of 6.0 lb/gal (720 g/L) of paint used.

780.07 Preformed Plastic. The markings shall be capable of being applied on either new HMA surfaces by being inlaid into the surface, or on new and existing portland cement concrete and HMA surfaces, by means of a pressure-sensitive, precoated adhesive, or liquid contact cement which shall be applied at the time of installation.

The pavement shall be cleaned as recommended by the manufacturer.

Cleaning operations shall not begin until a minimum of 30 days after the placement of new portland cement concrete pavement.

The cleaning operation shall remove all visible evidence of curing compound on the peaks and valleys of textured concrete surfaces, remove all loose and flaking material, and round any sharp edges and irregularities.

When recommended by the manufacturer, a primer sealer shall be applied on all pavement surfaces where new preformed plastic pavement marking material is to be applied. The primer sealer shall be recommended by the manufacturer of the preformed plastic pavement material and shall be compatible with the material being used. The primer sealer shall be applied in sufficient quantities to entirely cover the pavement surface where the plastic material is to be placed. The Contractor shall not install the preformed plastic pavement markings until the primer sealer dries according to the manufacturer's recommendations.

The markings placed on the pavement shall be rolled and compacted onto the pavement with a roller or tamper cart approved by the manufacturer. This roller shall be loaded with or weigh at least 200 lb (90 kg). The Contractor shall tamp and roll the material sufficiently to prevent easy removal or peeling. Care shall be taken to cut the material in and around pavement joints or cracks and roll the material into the cracks of joints.

- (a) **Type B - Inlaid Application.** On freshly placed HMA, the inlaid markings shall be applied before final compaction and when the pavement temperature has cooled to approximately 150 °F (65 °C) and when, in the opinion of the Engineer, the pavement is acceptable for vehicular traffic.

The markings shall be applied at a minimum thickness of 60 mils (1.5 mm).

The markings shall be placed on the pavement by means of a mechanical applicator or by a hand method and embedded into the pavement surface with a static compaction roller with minimum water on the roller.

The initial rolling of the markings shall be in the same direction as the application to minimize buckling in front of the roller. The roller shall not be allowed to turn on the markings.

The markings shall be embedded to a depth of approximately 0.04 in. (1.0 mm).

- (b) Type B or C - Standard Application. The material shall be applied only when the air temperature is 60 °F (15 °C) or above and rising and the pavement temperature is 70 °F (21 °C) or greater. However, standard application of preformed plastic pavement markings will not be allowed after October 15.

When the preformed plastic markings cannot be placed according to these specifications and the road is to be opened to traffic after October 15 with no adequate pavement markings in place, the Contractor shall place preformed tape for lane lines. All other pavement markings shall be placed according to Article 703.05. The Contractor shall then place the preformed pavement markings on or as soon after April 15 as the requirements of these specifications can be met

780.08 Preformed Thermoplastic. The pavement markings shall be capable of being applied on either HMA or portland cement concrete surfaces by using a propane blowtorch.

A primer sealer recommended by the manufacturer of the preformed pavement marking material shall be applied on portland cement concrete surfaces prior to application of the preformed thermoplastic pavement marking material. The primer sealer material shall be applied in sufficient quantities to entirely cover the pavement surface where the pavement marking material is to be placed.

The pavement temperature and the ambient air temperature shall be at or above 32 °F (0 °C) at the time of installation of the pavement markings.

780.09 Epoxy. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New portland cement concrete pavements shall be blast-cleaned to remove all latents.

Markings shall be applied to the cleaned surface on the same calendar day. If this cannot be accomplished, the surface area shall be recleaned prior to applying the markings. No markings shall be placed until the Engineer approves the cleaning.

Widths, lengths, and shapes of the cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be placed or removed.

The cleaning operation shall be a continuous moving process with minimum interruption to any traffic.

The material shall be applied to the cleaned road surface at 20 mils \pm 1 mil (0.51 mm \pm 0.03 mm) in thickness, before the glass beads are applied. Glass beads shall be uniformly applied by means of a double drop pressurized bead applicator system. The system shall apply both the first drop glass beads and the second drop glass beads at a rate of 10 lb/gal (1.2 kg/L). Epoxy pavement marking shall be applied only when the air and surface temperatures are a minimum of 35 °F (2 °C) and rising. Where epoxy markings cannot be placed according to these specifications and the road is open to traffic with no adequate pavement markings in place, the Contractor shall place temporary pavement markings according to Article 703.05.

Lane lines shall be applied within four calendar days after removal of any existing lane lines.

The Contractor shall provide the Engineer an accurate temperature measuring device(s) which shall be capable of measuring the pavement temperature prior to the application of the material, the material temperature at the gun tip, and the material temperature prior to mixing.

The Contractor may use preformed plastic pavement marking or thermoplastic pavement marking, meeting the applicable requirements of Sections 1095 and 780, for diagonal lines, stop bars, and letters and symbols in lieu of epoxy at no additional cost to the Department.

780.10 Polyurea. There are two types of reflective media for polyurea pavement marking. Polyurea Pavement Marking Type I uses glass beads as a reflective media. Polyurea Pavement Marking, Type II uses a combination of composite reflective elements and glass beads as a reflective media.

The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New portland cement concrete pavements shall be air-blast-cleaned to remove all latents.

Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. No markings shall be applied until the Engineer approves the cleaning.

Widths, lengths, and shapes of the cleaned surface shall be sufficient size to include the full area of the specified pavement marking to be placed.

The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that he/she can be present during the operation. At the time of notification, the Contractor shall provide the Engineer the manufacturer and lot numbers of polyurea and reflective media that will be used.

The pavement markings shall be applied to the cleaned road surface, during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 15 mils (0.4 mm) according to the manufacturer's installation

instructions. On new HMA surfaces the pavement markings shall be applied at a minimum uniform wet thickness of 20 mils (0.5 mm). The application of and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature and the ambient temperature shall be above 40 °F (4 °C) and rising. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and set periods. The Engineer will determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

Using the application equipment, the pavement markings shall be applied in the following manner as a simultaneous operation.

- (a) The surface shall be air-blasted to remove any dirt and residue.
- (b) The resin shall be mixed and heated according to the manufacturer's recommendations and sprayed onto the pavement surface.

The edge of the centerline or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm.) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 ft (3 m) line not to exceed 1 in. (25 mm).

780.11 Inspection. The epoxy, thermoplastic, preformed thermoplastic, preformed plastic Type B or C, and polyurea pavement markings will be inspected following installation, but no later than October 15 for preformed plastic markings, November 1 for thermoplastic and preformed thermoplastic markings, and December 15 for epoxy and polyurea markings. In addition, they will be inspected following a winter performance period that extends 180 days from November 1.

Within 15 calendar days after the end of the winter performance period, a final performance inspection will be made. Final acceptance requirements are as follows.

- (a) Lane lines: 90 percent intact by area of each individual dashed line segment.
- (b) Crosswalks, stop lines, arrows, and words: 90 percent intact by area of each individual line, symbol, or letter.
- (c) Center lines, edge lines, gore markings, and channelizing lines: 90 percent intact by area measured over any 10 ft (3 m) length of any individual line regardless of width.
- (d) Entire project: measured in its entirety according to (a), (b), and (c) above, the entire project shall be 95 percent intact.

Upon completion of the final performance inspection, or after satisfactory completion of any necessary correction, the Engineer will notify the Contractor, in writing, of the date of such final performance inspection and release him/her from further performance responsibility.

If this inspection discloses any work, in whole or in part, which does not meet the inspection requirements, the Contractor shall, within 30 calendar days, completely repair or replace such work to the satisfaction of the Engineer.

This performance inspection and performance acceptance of the epoxy, thermoplastic, preformed thermoplastic, preformed plastic Type B and C pavement, and polyurea markings shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party "performance" bond naming the Department as obligee in the full amount of all pavement marking quantities listed in the contract, multiplied by the contract unit price. The bond shall be executed prior to acceptance and final payment of the non-pavement marking items and shall be in full force and effect until final performance inspection and performance acceptance of the epoxy, thermoplastic, preformed thermoplastic, preformed plastic, and polyurea pavement markings. Execution of the third party bond shall be the option of the Contractor.

780.12 Method of Measurement. This work will be measured for payment as follows.

- (a) **Contract Quantities.** The requirements for the use of contract quantities shall be according to Article 202.07(a).
- (b) **Measured Quantities.** Lines will be measured for payment in place in feet (meters). Double yellow lines will be measured as two separate lines.

Words and symbols shall conform to the sizes and dimensions specified in the Illinois Manual on Uniform Traffic Control Devices and Standard 780001 and will be measured based on the total areas indicated in Table 1 or as specified in the plans.

Removal of existing pavement markings will be measured for payment according to Article 783.05.

780.13 Basis of Payment. This work will be paid for at the contract unit prices per foot (meter) of applied line width, as specified, for THERMOPLASTIC PAVEMENT MARKING - LINE; PAINT PAVEMENT MARKING - LINE; EPOXY PAVEMENT MARKING - LINE; PREFORMED PLASTIC PAVEMENT MARKING - LINE - TYPE B, C, or B - INLAID; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LINE, POLYUREA PAVEMENT MARKING TYPE I - LINE, POLYUREA PAVEMENT MARKING TYPE II - LINE; and/or per square foot (square meter) for THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS; PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS; EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS; PREFORMED PLASTIC PAVEMENT MARKING - TYPE B, C, or B - INLAID - LETTERS AND SYMBOLS; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS.

When the Contractor has the option of applying Permanent Pavement Marking it shall be Thermoplastic, Preformed Plastic (Type B, C, or B - Inlaid), Epoxy, or Preformed Thermoplastic Pavement Markings. It will be paid for at the contract unit price per foot (meter) of applied line for PERMANENT PAVEMENT MARKING - LINE 4 (100), 5 (125), 6 (150), 8 (200), 12 (300), 16 (400), or 24 in. (600 mm) and per

Art. 780.13

Pavement Striping

square foot (square meter) for PERMANENT PAVEMENT MARKING - LETTERS AND SYMBOLS.

Temporary pavement markings placed in lieu of permanent will be paid for according to Article 703.07.

Removal of existing pavement markings will be paid for according to Article 783.06.

*TABLE 1

LETTERS
sq ft (sq m)

Size	A	B	C	D	E	F	G	H	I
6 ft (1.8 m)	3.1 (0.28)	4.0 (0.37)	2.7 (0.25)	3.4 (0.31)	3.3 (0.31)	2.6 (0.24)	3.3 (0.31)	3.4 (0.31)	1.5 (0.14)
8 ft (2.4 m)	5.5 (0.51)	7.1 (0.66)	4.8 (0.45)	6.1 (0.57)	5.9 (0.55)	4.7 (0.44)	5.8 (0.54)	6.0 (0.56)	2.6 (0.24)

Size	J	K	L	M	N	O	P	Q	R
6 ft (1.8 m)	2.1 (0.2)	3.1 (0.28)	2.2 (0.20)	4.2 (0.39)	4.0 (0.37)	3.4 (0.31)	3.0 (0.28)	3.6 (0.33)	3.6 (0.33)
8 ft (2.4 m)	3.7 (0.34)	5.7 (0.53)	3.8 (0.45)	7.4 (0.69)	7.1 (0.65)	6.0 (0.56)	5.3 (0.49)	6.3 (0.59)	6.3 (0.59)

Size	S	T	U	V	W	X	Y	Z
6 ft (1.8 m)	3.2 (0.30)	2.2 (0.20)	3.2 (0.30)	2.7 (0.25)	4.2 (0.39)	2.7 (0.25)	2.2 (0.20)	2.9 (0.26)
8 ft (2.4 m)	5.7 (0.53)	3.8 (0.35)	5.6 (0.52)	4.8 (0.45)	7.3 (0.68)	4.8 (0.45)	3.9 (0.36)	5.1 (0.47)

NUMBERS
sq ft (sq m)

Size	1	2	3	4	5
6 ft (1.8 m)	1.5 (0.14)	3.3 (0.31)	3.3 (0.31)	2.9 (0.26)	3.5 (0.33)
8 ft (2.4 m)	2.6 (0.24)	5.8 (0.54)	5.8 (0.54)	5.1 (0.47)	6.1 (0.57)

Size	6	7	8	9	0
6 ft (1.8 m)	3.5 (0.33)	2.2 (0.20)	3.8 (0.35)	3.5 (0.33)	3.4 (0.31)
8 ft (2.4 m)	6.2 (0.58)	3.8 (0.35)	6.7 (0.62)	6.2 (0.58)	6.0 (0.56)

SYMBOLS

Symbol	Large Size sq ft (sq m)	Small Size sq ft (sq m)
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and Through	26.0 (2.42)	14.7 (1.37)
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	--
Wrong Way Arrow	24.3 (2.26)	--
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	--
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)	--
Handicapped Symbol	4.6 (0.43)	--

*Table applies to all types of pavement marking materials.

SECTION 781. RAISED REFLECTIVE PAVEMENT MARKERS

781.01 Description. This work shall consist of placing permanent and/or temporary raised reflective pavement markers or replacing the reflective element in a raised reflective pavement marker.

781.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Raised Reflective Pavement Markers	1096.01
(b) Temporary Raised Reflective Pavement Markers	1096.02

CONSTRUCTION REQUIREMENTS

781.03 General. The reflector may be attached to the casting prior to or after the placement of the markers. The depression in the web shall be clean and dry. The reflector shall be laminated to an elastomeric pad and adhesively attached to the casting. The protective paper or plastic film covering the adhesive pad shall be removed immediately prior to placing the reflector on the casting. Once the film covering is removed, extreme care shall be taken to avoid contamination of the exposed pad surface. An adhesive meeting the marker manufacturer's specifications shall be used. The adhesive shall be placed either on the reflector or on the web in sufficient quantity so as to ensure complete coverage of the contact area with no voids present and with a slight excess after the reflector is pressed in place.

- (a) **Permanent.** It shall be the Contractor's responsibility to determine the location of any traffic control devices installed in the pavement before beginning work, and shall conduct work to avoid damage to these devices. Any damage to these devices caused by the Contractor's operation shall be repaired.

The pavement shall be cut to match the bottom contour of the marker using a concrete saw fitted with 18 and 20 in. (450 and 500 mm) diameter blades. Diamond blades shall be used on portland cement concrete pavement. The cut shall be clean and completely dry prior to pouring the epoxy. After the cut is cleaned, the configuration shall be checked using a pavement marker. The marker shall fit easily within the cut with the leveling tabs resting on the pavement. If any force is required to place or remove the marker or if the leveling tabs do not rest on the pavement surface, the cut shall be enlarged as necessary. Installations on crowned pavements, super elevations, or ramps shall be cut deeper than those on level pavements if necessary to get proper marker fit. A rapid setting (hard in one hour) epoxy meeting the requirements of AASHTO M 237 shall be poured into the cut to within 3/8 in. (9 mm) of the pavement surface. The installed height for the reflective pavement markers shall be approximately 0.3 in. (7.5 mm) above the road surface.

The marker shall then be placed into the epoxy-filled cut. The leveling tabs shall rest on the pavement surface and the marker tips shall be slightly below the pavement surface when properly installed. There shall be no epoxy on the reflective lens. The epoxy, when properly mixed, shall be hard cured in 30-45 minutes. If after one hour, a screwdriver or other appointed instrument can be pushed into the epoxy, the marker and the uncured epoxy shall be removed, and the marker shall be cleaned and the unit reinstalled.

The pavement surface temperature and the ambient air temperature shall be at or above 50 °F (10 °C) at the time of installation of the marker for the epoxy adhesive to properly cure.

Unless directed by the Engineer, raised reflective pavement markers shall not be laid directly over a longitudinal crack or joint. The edge of a raised reflective pavement marker shall be offset, toward traffic, a minimum distance of 2 in. (50 mm) from the edge of pavement, a longitudinal crack or joint, or a solid lane line. Raised reflective pavement markers shall be centered in the gap between dashed line segments and the finished line of the markers shall be straight. The lateral deviation on any 10 ft (3 m) line shall not exceed 1 in. (25 mm). Raised reflective pavement markers through tangents of reverse curves which are less than 500 ft (150 m) in length shall be installed at the lesser of the two curve spacings.

The reflectors may be attached to the castings either prior to or after the placement of the markers. The depression in the web shall be clean and dry. The reflector shall be placed on the casting with sufficient pressure to firmly seat it in place, minimum load of 100 lb (45 kg). Adhesive material shall not be permitted on the reflective surface of the prismatic reflector.

- (b) Temporary. The pavement surface which the marker shall be bonded to, shall be free of dirt, curing compound, grease, oil, moisture, or any other material which would adversely affect the bond of the adhesive.

The markers shall be placed firmly on the pavement and pressed into place by slowly passing over them with a truck wheel. The pass shall not displace

the markers. In lieu of an adhesive pad, an adhesive meeting the marker manufacturer's specifications may be used. The adhesive shall be placed either on the reflector or on the web in sufficient quantity so as to ensure complete coverage of the contact area with no voids present and with a slight excess after the reflector is pressed in place.

All markers shall be monodirectional. Markers placed to the left of traffic shall be amber and markers placed to the right of traffic shall be crystal.

- (c) Replacement. All remaining portions of the existing reflector, and all traces of adhesive, rust, dirt, etc., shall be removed from the marker reflector area by sandblasting or other methods approved by the Engineer.

The Contractor shall be responsible for verifying the model numbers of castings as shown on the plans and shall be responsible for installing the proper replacement reflector in each casting.

The Contractor shall make certain the casting surface is dry and free of dirt and rust prior to placing the reflector on the casting.

The reflector shall be placed on the casting with sufficient pressure to firmly seat it in place, minimum load of 100 lb (45 kg). Adhesive material shall not be permitted on the reflective surface of the prismatic reflector. The pavement surface temperature and the ambient air temperature shall be at or above 50 °F (10 °C) at the time of application of the prismatic reflector.

781.04 Inspection of Raised Reflective Pavement Markers. The permanent raised reflective pavement marker and/or replacement reflector will be inspected following installation, but no later than November 30. In addition, they will be inspected following a winter performance period that will extend 180 days from November 30.

Within 15 calendar days after the end of the winter performance period, a final performance inspection will be made. If this inspection discloses any work which is not visibly intact and serviceable, the Contractor shall, within 30 calendar days, completely repair or replace such work to the satisfaction of the Engineer.

Measured in its entirety, the work shall be 97 percent intact.

Upon completion of the final performance inspection or after satisfactory completion of any necessary corrections, the Engineer shall notify the Contractor in writing of the date of such final performance inspection and release him/her from further performance responsibility.

This delay in performance inspection and performance acceptance of the raised reflective pavement markers shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party "performance" bond naming the Department as obligee in the full amount of all raised reflective pavement marker quantities listed in the contract, multiplied by the contract unit price. The bond shall be executed prior to acceptance and final payment of the nonraised reflective pavement marker items and shall be in full force and effect until final performance inspection and performance acceptance of the

Art. 781.04 Raised Reflective Pavement Markers

raised reflective pavement markers. Execution of the third party bond shall be the option of the prime Contractor.

781.05 Basis of Payment. This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER, RAISED REFLECTIVE PAVEMENT MARKER (BRIDGE), TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER, or REPLACEMENT REFLECTOR.

SECTION 782. PRISMATIC REFLECTORS

782.01 Description. This work shall consist of furnishing and installing prismatic reflectors on concrete barriers, bridge parapet walls, and mountable or barrier curbs.

782.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Prismatic Barrier Reflectors	1097
(b) Prismatic Curb Reflectors	1097

CONSTRUCTION REQUIREMENTS

782.03 General. The surface of the barrier, bridge parapet wall or curb to which the reflector shall be applied shall be free of dirt, curing compound, moisture, paint, or any other material which would adversely affect the bond of the adhesive. Cleaning of the surface shall be to the satisfaction of the Engineer.

An adhesive meeting the reflector manufacturer's specifications shall be placed either on the surface or the bottom of the reflector in sufficient quantity to ensure complete coverage of the contact area with no voids present and with a slight excess after the reflector is pressed firmly in place.

The installed height of the prismatic curb reflectors shall be a maximum of 3/4 in. (19 mm) above the mounting surface. The unit shall have one reflective surface that is placed approximately perpendicular to the mounting surface.

782.04 Basis of Payment. This work will be paid for at the contract unit price per each for MONODIRECTIONAL or BIDIRECTIONAL, PRISMATIC BARRIER REFLECTOR, and PRISMATIC CURB REFLECTOR. Where bidirectional units (two reflective surfaces) are specified, the Contractor may, at no extra cost to the Department, furnish two separate monodirectional units (single reflective surface) and mount them back to back.

ATTACHMENT C

**PERFORMANCE BOND
LABOR AND MATERIALS BOND**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] _____

as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____

organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois, as the obligee (hereinafter called the "Owner"), in the full and just sum of *[insert full contract price here in numerals only:]* \$_____ for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated _____, 20____, with the Owner titled *[insert contract title here]* (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor's obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for *[insert general description of the Work here:]* _____;

(2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise specifically provided in the Contract; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract, all of which is herein referred to as the "Work," whether or not any parts of the Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished

facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed on _____, 20__.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

By: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

By: _____

#23203960_v1

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] _____

as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____

organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto the City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016, as the obligee (hereinafter called the "Owner"), for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of *[insert full contract price here in numerals only]* \$ _____, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, 20__, with Owner titled "_____" (the "Contract"), by and pursuant to which Contractor has the obligation to construct and install certain improvements for the development of _____ (the "Property"), the terms and conditions of which Contract are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform and complete at the Property and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction, installation, and completion of the *[Insert description of Property improvements and structural improvements]* _____

required in the Contract; (2) to procure and furnish all permits, licenses, and other governmental approvals, and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) to do all other things required of Contractor by the Contract; and (5) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may

sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this ____ day of _____ 20 ____.

CONTRACTOR

Attest:

By: _____
Name: _____
Title: _____
Telephone: _____

By: _____
Name: _____
Title: _____

SURETY

Attest:

By: _____
Name: _____
Title: _____
Telephone: _____

By: _____
Name: _____
Title: _____



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

MEMORANDUM

Date: April 21, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*

Cc: Becky Madison, Director of Human Resources

Subject: GovTempsUSA, LLC Contract for Temporary Permit and Code Assistants

Issue: The Community and Economic Development (CED) Department is looking to bring on temporary, short-term staff through GovTempsUSA.

Analysis: CED has multiple vacant positions, notably in the Building and Code Enforcement Division. Given the timing of a key staff departure (April 2022) and high volume of activity in the construction season, which will extend into Fall 2022, there is an immediate need for staffing. Concurrent with ongoing recruiting, hiring, and training of new employees, the department asks for resources toward temporary staffing to ensure service delivery to customers, specifically in administrative, customer-facing “front line” staff roles.

In the past the City has entered into agreements with GovTempsUSA, LLC. If approved by the Council, GovTemps will provide up to two Permit and Code Assistants, who would work up to full-time, in person, beginning as soon as possible and running through the end of the year if necessary. Key responsibilities would be, for example, responding to customer inquiries; inputting building permit applications and plans into the system; providing status updates to customers as asked; assisting contractors and businesses with registration; processing and issuing certain types of permits; and supporting the Code Enforcement team with the seasonal grass/weeds program.

The City is beginning active recruitment and will add permanent capacity as soon as possible, but regardless, temporary staffing is necessary to bridge gaps and provide baseline responsiveness and service at this time.

Recommendation: I recommend the City Council approve Resolution R-90-22, approving an agreement with GovTempsUSA, LLC through December 31, 2022, in a total amount not to exceed \$85,000.

Resolution:
R-90-22

Exhibit:
Exhibit A: Employee Leasing Agreement

CITY OF DES PLAINES

RESOLUTION R - 90 - 22

**A RESOLUTION APPROVING AN AGREEMENT WITH
GOVTEMPSUSA, LLC FOR TEMPORARY STAFFING
SERVICES.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has determined that it is necessary to hire up to two temporary permit and City Code assistants for the Community and Economic Development Department to manage the volume of routine permit applications and code enforcement complaints during the active construction season in the City ("**Services**"); and

WHEREAS, the City desires to enter into an agreement with GovTempsUSA, LLC ("**Consultant**") for the provision of the Services in an amount not to exceed \$85,000; and

WHEREAS, in accordance with Section 1-10-2.A of the City Code of the City of Des Plaines and the City purchasing policy, the City has determined that procurement of the Services does not require competitive bidding because the Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the First Amendment to the Agreement with the Consultant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement with the Consultant in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from Consultant; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with GovTempUSA LLC for Temporary Staffing Services

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by and between **GOVTEMPSSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **CITY OF DES PLAINES**, an Illinois home rule municipality (the "Municipality"). GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemps remove or reassign the Worksite Employee, and such request shall not be unreasonably withheld, denied or refused by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps's own account in accordance with federal and Illinois law and GovTemps's standard payroll practices. GovTemps shall withhold from such

wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement. The Municipality shall not have any obligation to provide any employee benefits or offer participation in any employee benefit plan to any Worksite Employee.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws, and to the Municipality on the Municipality's reasonable request.

Section 2.05. Other Obligations of GovTemps. GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly and exclusively, by the Municipality's supervisory and managerial employees.

Section 2.07. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

- (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with reasonable health and safety directives from GovTemps internal and external loss control specialists, GovTemps workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule. GovTemps and its insurance carriers shall have the right to

inspect the Municipality's premises to ensure that the Worksite Employee is not exposed to an unsafe work place. In no way shall GovTemps's rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemps under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemps and the Municipality in accordance with Section 1.01; provided, GovTemps shall not unreasonably refuse to provide such written agreement;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. The Municipality shall have no obligation to make available a light duty or modified work assignment for any Worksite Employee; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Municipality shall provide GovTemps with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective

Date”). The period during which the Worksite Employee works at the Municipality is defined as the (“Term”). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the (“Termination Date”).

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within twenty (20) days, the notice shall be of no further effect. If such failure is not remedied within the twenty (20) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within twenty (20) days, the notice shall be of no further effect. If such breach is not remedied within the twenty (20) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period. GovTemps’s unreasonable failure to remove a Worksite Employee upon request of the Municipality shall constitute a material breach of GovTemps’s obligations under this Agreement.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Arrangement. At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a permanent employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTemps within thirty (30) days of the permanent employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTemp within thirty (30) days of the permanent employment date.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemps legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemps, nor shall the Municipality hire Worksite Employee as an employee. . If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Municipality, then this Section 6.01 will not apply.

Section 6.02.

Section 6.03. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss

of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemps may be entitled.

Section 6.04. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employee that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not

control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8 ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemps:	GOVTEMPSSUSA, LLC 630 Dundee Road, Suite 225 Northbrook, IL 60062 Attention: Michael J. Earl E-Mail: mearl@govhrusa.com
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If to the Municipality:	City of Des Plaines 1420 Miner Street Des Plaines, IL 60018 Attention: Becky Madison E-Mail: bmadison@desplaines.org
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Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. No Third Party Beneficiary. This Agreement is for the benefit of GovTemps and the Municipality only and no other person or entity shall have any rights under this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than GovTemps and the Municipality any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.13. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party, unless disclosure is required by law. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSSUSA, LLC,
an Illinois limited liability company

By _____
Name: _____
Title: _____

Effective Date: TBD

MUNICIPALITY

By _____
Name: Michael Bartholomew
Title: City Manager

EXHIBIT A
Worksite Employee and Base Compensation

*[TO BE FILLED OUT BY THE PARTIES ONCE INDIVIDUALS ARE SELECTED AND
APPROVED BY THE CITY]*

WORKSITE EMPLOYEE: _____

POSITION/ASSIGNMENT: _____

POSITION TERM: [insert start date] to [insert end date]; provided, however, that the City may terminate the term for convenience upon 14 days' notice to GovTempsUSA.

BASE COMPENSATION: \$_____ per hour. Hours are expected to _____ per week and shall not exceed _____ in total. Worksite employee shall be paid for hours worked only.

Hours should be reported via email to payroll@GovTempssusa.com on the Monday after the prior work week. The City will be invoiced every other week for hours worked.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By: _____

By: _____

Date: _____

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the last date of the Parties' signatures above.

EXHIBIT B
Summary of Benefits

Not applicable.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, APRIL 18, 2022

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, April 18, 2022.

ROLL CALL

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Brookman, Chester, Smith. Absent: Zadrozny, Ebrahimi. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Carlisle, Fire Chief Anderson, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by Alderman Brookman.

PROCLAMATION

Mayor Goczkowski read an amended proclamation declaring April 24, 2022 as a Day of Remembrance in Des Plaines in honor of the millions of victims of the Armenian, Greek, and Assyrian Genocides.

PUBLIC COMMENT

Resident Caryssa Buchholz stated concern about the development of the downtown area, and expressed her objection to a possible new development at Graceland Ave and Webford Ave.

Resident Maral Abrahamian thanked the Mayor and the City of Des Plaines for acknowledging the Armenian, Greek, and Assyrian Genocides.

ALDERMAN ANNOUNCEMENTS

Alderman Oskerka stated he will be having a ward meeting at Prairie Lakes tomorrow in Meeting Room 1 from 6:30 p.m. to 8:30 p.m.

Alderman Chester mentioned Maryville is hosting a fundraiser on Saturday, April 23, 2022 from 11:00 a.m. to 3:00 p.m. to “Stuff the Bus” with supplies from the Maryville Crisis Nursery’s Wish List.

MAYORAL ANNOUNCEMENTS

Mayor Goczkowski gave condolences to Alderman Ebrahimi who recently lost his mother.

On May 3, 2021, a Declaration of Civil Emergency for the City of Des Plaines related to the COVID-19 emergency was authorized. The Declaration provided that: (1) the City may enter into contracts for the emergency purchase of goods and services; (2) the City Manager may implement emergency staffing protocols pursuant to the City’s respective collective bargaining agreements; and (3) directed City officials and employees to cooperate with other government agencies.

In accordance with Illinois statutes, the Mayor’s Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the next adjournment of the next special or City Council meeting. This extension of the Declaration includes the Supplemental Order dated January 3, 2022.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

Moved by Brookman, seconded by Oskerka, to extend the May 3, 2021 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council including the Supplement Order dated January 3, 2022.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Ebrahimi

Motion declared carried.

CONSENT AGENDA

Moved by Oskerka, seconded by Moylan, to establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Ebrahimi

Motion declared carried.

Moved by Brookman, seconded by Oskerka, to Approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
Brookman, Chester, Smith,

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Ebrahimi

Motion declared carried.

Minutes were approved; Ordinance M-16-22 was approved; Ordinance M-15-22, M-10-22 were adopted; Resolutions R-75-22, R-76-22, R-77-22, R-79-22, R-82-22 were adopted.

APPROVE & AUTH/ SALE AGRMT/ 600 E ALGONQUIN RD **Consent Agenda**

Moved by Brookman, seconded by Oskerka to Approve First Reading of Ordinance M-16-22, AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF THE PROPERTY LOCATED AT 600 E ALGONQUIN ROAD, DES PLAINES, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

Ordinance M-16-22

City Manager Bartholomew requested the City Council Advance Ordinance M-16-22 to Second Reading.

Advanced to Second Reading by Brookman, seconded by Lysakowski, to Adopt the Ordinance M-16-22, AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF THE PROPERTY LOCATED AT 600 E ALGONQUIN ROAD, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Ebrahimi

Motion declared carried.

APPROVE AGRMT/ TELECOM SVCS/ WOW BUS SVCS **Consent Agenda**

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-75-22, A RESOLUTION APPROVING AGREEMENTS WITH WOW BUSINESS SERVICES, LLC FOR TELECOMMUNICATION SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-75-22

AUTH TER/ LIC
AGRMT/ JUICE &
BERRY

Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-76-22, A RESOLUTION AUTHORIZING THE TERMINATION OF A LICENSE AGREEMENT WITH JUICE AND BERRY, LLC FOR THE OPERATION OF A CONCESSION IN THE DOWNTOWN TRAIN STATION. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-76-22

APPROVE LIC
AGRMT/ DT TRN
STA/ BREW LNGE

Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-77-22, A RESOLUTION APPROVING A LICENSE AGREEMENT WITH BREW LOUNGE, LLC FOR THE OPERATION OF A CONCESSION IN THE DOWNTOWN TRAIN STATION. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-77-22

APPROVE AGRMT/
LAKE OPEKA
PUMP STA/ JOHN
NERI CONSTR CO

Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-79-22, A RESOLUTION APPROVING AN AGREEMENT WITH JOHN NERI CONSTRUCTION CO., INC FOR THE LAKE OPEKA STORM WATER PUMP STATION PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-79-22

SECOND READING/
ORDINANCE
M-15-22

Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Ordinance M-15-22, AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 2 OF TITLE 5 OF THE DES PLAINES CITY CODE REGARDING WASTE COLLECTION. Motion declared carried as approved unanimously under Consent Agenda.

SECOND READING/
ORDINANCE
M-10-22

Consent Agenda

Moved by Brookman, seconded by Oskerka to Approve Ordinance M-10-22, AN ORDINANCE AMENDING SECTION 8-1-11 OF THE CITY OF DES PLAINES CITY CODE REGARDING THE REMOVAL OF SNOW AND ICE FROM PUBLIC RIGHTS OF WAY. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
MINUTES

Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve the Minutes of the City Council meeting of April 4, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE AGRMT/
SW IMP/
SWALLOW
CONSTR

Consent Agenda

Moved by Brookman, seconded by Oskerka, to Approve Resolution R-82-22, A RESOLUTION APPROVING AN AGREEMENT WITH SWALLOW CONSTRUCTION CORPORATION FOR THE 2022 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A, STORMWATER IMPROVEMENTS. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-82-22

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Moylan, Vice-Chair

WARRANT
REGISTER

Resolution
R-80-22

Alderman Moylan presented the Warrant Register.

Moved by Moylan, seconded by Chester, to Approve the Warrant Register of April 18, 2022 in the Amount of \$2,495,384.96 and Approve Resolution R-80-22.

Upon roll call, the vote was:

AYES: 6 - Lysakowski, Moylan, Oskerka,
Brookman, Chester, Smith

NAYS: 0 - None

ABSENT: 2 - Zadrozny, Ebrahimi

Motion declared carried.

COMMUNITY SERVICES- Alderman Lysakowski, Vice-Chair

CONSIDER
AUTHORIZING
THE
DISBURSEMENT OF
SOCIAL SERVICES
FUNDS TO THIRTY-
THREE SOCIAL
SERVICE
AGENCIES
Resolution
R-81-22

Director of Human Resources Madison reviewed a memorandum dated April 18, 2022.

As part of the FY2022 Budget, City Council allocated \$160,000.00 for disbursement to social service agencies that provide services to Des Plaines residents in need. The Health and Human Services Division (HHS) has solicited and evaluated grant requests from social service agencies that serve the Des Plaines community.

Staff recommended funding thirty-three (33) community partner agencies at an amount not-to-exceed \$160,000.00.

Moved by Lysakowski, seconded by Chester, to Approve, as Amended, Resolution R-81-22, A RESOLUTION AUTHORIZING THE DISBURSEMENT OF SOCIAL SERVICES FUNDS TO THIRTY-THREE SOCIAL SERVICE AGENCIES.

Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Brookman
Chester, Smith

NAYS: 0 - None

ABSTAIN 1 - Oskerka

ABSENT: 2 - Zadrozny, Ebrahimi

Motion declared carried.

Alderman Oskerka stated he abstained from voting since he sits on the board of one of the social services, and he volunteers for some of the other agencies.

ADJOURNMENT

Moved by Chester, seconded by Oskerka, to adjourn the meeting. The meeting adjourned at 7:23 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2022

Andrew Goczkowski, MAYOR



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
2022

MEMORANDUM

Date: April 20, 2022

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering *TPO*

Subject: 2022 Capital Improvement Program (CIP) Street & Utility Improvements,
Contract MFT 22-00226-00-RS Bid Award

Issue: Bids for the 2022 CIP Street & Utility Improvements, Contract MFT 22-00226-00-RS, were opened on Wednesday, April 20, 2022.

Analysis: The scope of work includes street reconstruction, street rehabilitation, resurfacing, and utility work at the following locations:

LOCATION	LIMITS	ACTIVITY	COMMENCING
Andy Ln	Eisenhower Dr to dead end	Rehabilitation, 8" Water Main	May 2022
Columbia Avenue	Wolf Rd to west dead end	Reconstruction, 8" Water Main	May 2022
Harding Avenue	Wolf Rd to west dead end	Reconstruction, 8" Water Main	May 2022
Howard Avenue	Maple St to Des Plaines River Road	Rehabilitation, 12" Water Main	May 2022
Millers Road	400 block of Millers to south end	Rehabilitation, 8" Water Main	May 2022
Paula Lane	Morse Av to dead end	Reconstruction, 8" Water Main	May 2022
Prospect Avenue	White St to east dead end	Resurface	May 2022
Washington Street	Wolf Rd to west dead end	Reconstruction, 8" Water Main	May 2022
Wille Road	Marshall Dr to Mount Prospect Rd	Resurface	May 2022

Following are the bid results:

BIDDER'S NAME	BID AMOUNT
John Neri Construction Co.	\$4,120,230.50
Martam Construction Inc.	\$4,672,890.50
Cerniglia	\$4,981,011.00
Pan- Oceanic Engineering Inc.	\$5,455,484.28

The Engineer's Estimate was \$3,740,218.25.

Recommendation: References supplied by the low bidder, John Neri Construction Co., are favorable. We recommend award of the 2022 CIP Street and Utility Improvements, Contract MFT 22-00-00226-00-RS, project to John Neri Construction Co., 770 Factory Road, Addison, IL 60101 in the amount of \$4,120,230.50. Funding source will be MFT Fund (Rebuild Illinois Bond), Capital Project Fund and Water Fund.

Attachments:

Attachment 1 - Bid Tabulation

Resolution R-92-22

Exhibit A - Contract

County: Cook				Date: 4/20/2022		Name of Bidder: John Neri Construction		Martam Construction Inc.		Cerniglia Construction		Pan-Oceanic Engineering	
Local Agency: Des Plaines				Time: 10:00 AM									
Section: MFT-22-00226-00-RS													
Estimate: \$3,740,218.25						Address of Bidder: 770 Factory Rd, Addison, IL		1200 Gasket Dr, Elgin, IL		3421 Lake Street, Melrose Park, IL		6436 W. Higgins Ave, Chicago, IL	
Attended By: Jon Duddles													
						Terms:							
						Approved Engineer's Estimate							
Item #	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	EXPLORATION TRENCH	FOOT	795	\$10.00	\$7,950.00	\$0.10	\$79.50	\$30.00	\$23,850.00	\$25.00	\$19,875.00	\$88.00	\$69,960.00
2	INLET FILTERS	EACH	42	\$125.00	\$5,250.00	\$5.00	\$210.00	\$180.00	\$7,560.00	\$220.00	\$9,240.00	\$139.70	\$5,867.40
3	TREE REMOVAL (6 TO 15 INCH-DIAMETER)	IN-DIA	15	\$30.00	\$450.00	\$30.00	\$450.00	\$70.00	\$1,050.00	\$20.00	\$300.00	\$18.90	\$283.50
4	TREE REMOVAL (OVER 15 INCH-DIAMETER)	IN-DIA	115	\$55.00	\$6,325.00	\$35.00	\$4,025.00	\$90.00	\$10,350.00	\$40.00	\$4,600.00	\$36.75	\$4,226.25
5	TREE TRUNK PROTECTION	EACH	67	\$100.00	\$6,700.00	\$120.00	\$8,040.00	\$180.00	\$12,060.00	\$200.00	\$13,400.00	\$189.00	\$12,663.00
6	TREE ROOT PRUNING	EACH	39	\$110.00	\$4,290.00	\$5.00	\$195.00	\$150.00	\$5,850.00	\$125.00	\$4,875.00	\$115.50	\$4,504.50
7	M.H., C.B., V.V., TO BE REMOVED	EACH	7	\$350.00	\$2,450.00	\$425.00	\$2,975.00	\$600.00	\$4,200.00	\$1,000.00	\$7,000.00	\$550.00	\$3,850.00
8	ABANDON EXISTING VALVE AND VAULT	EACH	14	\$350.00	\$4,900.00	\$450.00	\$6,300.00	\$600.00	\$8,400.00	\$1,600.00	\$22,400.00	\$385.00	\$5,390.00
9	C.B., TY-C, 2' DIA., CURB FRAME & HIGH FLOW GRATE	EACH	11	\$1,750.00	\$19,250.00	\$1,950.00	\$21,450.00	\$2,600.00	\$28,600.00	\$4,100.00	\$45,100.00	\$2,341.80	\$25,759.80
10	M.H.,C.B.,V.V. TO BE ADJUSTED, NEW FRAME & LID	EACH	51	\$650.00	\$33,150.00	\$700.00	\$35,700.00	\$850.00	\$43,350.00	\$900.00	\$45,900.00	\$1,269.17	\$64,727.67
11	M.H.,C.B.,V.V. TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	3	\$1,500.00	\$4,500.00	\$1,350.00	\$4,050.00	\$1,650.00	\$4,950.00	\$2,000.00	\$6,000.00	\$1,650.00	\$4,950.00
12	STORM MANHOLE, TY-A, 4' DIA, ROUND FRAME & CLOSED LID	EACH	1	\$4,000.00	\$4,000.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$9,500.00	\$9,500.00	\$5,752.12	\$5,752.12
13	STORM MANHOLE, TY-A, 8' DIA, ROUND FRAME & CLOSED LID	EACH	2	\$12,500.00	\$25,000.00	\$2,500.00	\$5,000.00	\$12,800.00	\$25,600.00	\$32,000.00	\$64,000.00	\$43,021.55	\$86,043.10
14	SAN. M.H. TO BE ADJUSTED, NEW FRAME & LID	EACH	14	\$750.00	\$10,500.00	\$1,450.00	\$20,300.00	\$950.00	\$13,300.00	\$900.00	\$12,600.00	\$1,706.69	\$23,893.66
15	SAN. M.H. TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	2	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00	\$1,750.00	\$3,500.00	\$2,000.00	\$4,000.00	\$1,650.00	\$3,300.00
16	FIRE HYDRANT REMOVAL	EACH	10	\$500.00	\$5,000.00	\$750.00	\$7,500.00	\$900.00	\$9,000.00	\$2,000.00	\$20,000.00	\$1,100.00	\$11,000.00
17	FIRE HYDRANT AND AUXILIARY VALVE	EACH	12	\$6,000.00	\$72,000.00	\$8,400.00	\$100,800.00	\$7,600.00	\$91,200.00	\$13,200.00	\$158,400.00	\$9,794.91	\$117,538.92
18	WATER MAIN, 6 INCH DUCTILE IRON PIPE , CL 52	FOOT	101	\$115.00	\$11,615.00	\$165.00	\$16,665.00	\$152.00	\$15,352.00	\$56.00	\$5,656.00	\$380.63	\$38,443.63
19	WATER MAIN, 8 INCH DUCTILE IRON PIPE , CL 52	FOOT	3,131	\$130.00	\$407,030.00	\$185.00	\$579,235.00	\$156.00	\$488,436.00	\$124.00	\$388,244.00	\$162.05	\$507,378.55
20	WATER MAIN, 10 INCH DUCTILE IRON PIPE , CL 53	FOOT	80	\$140.00	\$11,200.00	\$210.00	\$16,800.00	\$166.00	\$13,280.00	\$210.00	\$16,800.00	\$419.86	\$33,588.80
21	WATER MAIN, 12 INCH DUCTILE IRON PIPE , CL 52	FOOT	1,456	\$145.00	\$211,120.00	\$205.00	\$298,480.00	\$188.00	\$273,728.00	\$200.00	\$291,200.00	\$205.00	\$298,480.00
22	WATER MAIN, 8 INCH PVC C-900, DIR DRILL	FOOT	520	\$145.00	\$75,400.00	\$180.00	\$93,600.00	\$187.00	\$97,240.00	\$190.00	\$98,800.00	\$459.25	\$238,810.00
23	PUBLIC WATER SERVICE LINE, 1 INCH	FOOT	221	\$17.50	\$3,867.50	\$0.10	\$22.10	\$45.00	\$9,945.00	\$17.00	\$3,757.00	\$147.66	\$32,632.86
24	PRIVATE WATER SERVICE LINE, 1 INCH	FOOT	940	\$20.00	\$18,800.00	\$0.10	\$94.00	\$45.00	\$42,300.00	\$23.00	\$21,620.00	\$165.25	\$155,335.00
25	PUBLIC WATER SERVICE LINE, 1 1/2 INCH	FOOT	2,635	\$20.00	\$52,700.00	\$0.10	\$263.50	\$55.00	\$144,925.00	\$34.00	\$89,590.00	\$107.46	\$283,157.10
26	PUBLIC WATER SERVICE LINE, 2 INCH	FOOT	32	\$25.00	\$800.00	\$75.00	\$2,400.00	\$66.00	\$2,112.00	\$60.00	\$1,920.00	\$118.85	\$3,803.20
27	WATER SERVICE SADDLE, 1 1/2 INCH	EACH	84	\$450.00	\$37,800.00	\$800.00	\$67,200.00	\$250.00	\$21,000.00	\$320.00	\$26,880.00	\$338.55	\$28,438.20
28	WATER SERVICE SADDLE, 2 INCH	EACH	1	\$500.00	\$500.00	\$300.00	\$300.00	\$300.00	\$300.00	\$350.00	\$350.00	\$355.32	\$355.32
29	CORPORATION STOP, 1 1/2 INCH	EACH	84	\$800.00	\$67,200.00	\$1,200.00	\$100,800.00	\$2,800.00	\$235,200.00	\$900.00	\$75,600.00	\$1,957.53	\$164,432.52
30	CORPORATION STOP, 2 INCH	EACH	1	\$950.00	\$950.00	\$750.00	\$750.00	\$3,000.00	\$3,000.00	\$910.00	\$910.00	\$2,669.17	\$2,669.17
31	CURB STOP, 1 1/2 INCH	EACH	84	\$800.00	\$67,200.00	\$1,150.00	\$96,600.00	\$500.00	\$42,000.00	\$1,100.00	\$92,400.00	\$1,303.58	\$109,500.72
32	CURB STOP, 2 INCH	EACH	1	\$950.00	\$950.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,250.00	\$1,250.00	\$2,364.07	\$2,364.07
33	CURB BOX, 1 1/2 INCH	EACH	84	\$250.00	\$21,000.00	\$300.00	\$25,200.00	\$200.00	\$16,800.00	\$150.00	\$12,600.00	\$72.60	\$6,098.40
34	CURB BOX, 2 INCH	EACH	1	\$300.00	\$300.00	\$100.00	\$100.00	\$200.00	\$200.00	\$200.00	\$200.00	\$72.60	\$72.60
35	PRIVATE WATER SERVICE FOUNDATION CONNECTION	EACH	24	\$1,000.00	\$24,000.00	\$50.00	\$1,200.00	\$1,200.00	\$28,800.00	\$8,000.00	\$192,000.00	\$1,147.20	\$27,532.80
36	PRIVATE WATER SERVICE METER CONNNECTION	EACH	24	\$1,500.00	\$36,000.00	\$50.00	\$1,200.00	\$1,200.00	\$28,800.00	\$4,000.00	\$96,000.00	\$3,072.69	\$73,744.56
37	GATE VALVE, 8 INCH, 48 INCH DIA VAULT, ROUND FRAME, CLOSED LID	EACH	14	\$5,000.00	\$70,000.00	\$5,800.00	\$81,200.00	\$6,200.00	\$86,800.00	\$9,000.00	\$126,000.00	\$6,303.90	\$88,254.60
38	GATE VALVE, 12 INCH, 60 INCH DIA VAULT, ROUND FRAME, CLOSED LID	EACH	5	\$8,500.00	\$42,500.00	\$7,750.00	\$38,750.00	\$8,800.00	\$44,000.00	\$18,000.00	\$90,000.00	\$7,288.77	\$36,443.85
39	WATER MAIN FITTINGS, RESTRAINED JOINT	POUND	9,355	\$1.25	\$11,693.75	\$0.01	\$93.55	\$8.00	\$74,840.00	\$5.40	\$50,517.00	\$7.70	\$72,033.50
40	PIPE REMOVAL, ALL SIZES AND TYPES	FOOT	520	\$15.00	\$7,800.00	\$5.00	\$2,600.00	\$10.00	\$5,200.00	\$20.00	\$10,400.00	\$33.00	\$17,160.00
41	STORM SEWER, DUCTILE IRON PIPE, 12 INCH, CL 52	FOOT	480	\$105.00	\$50,400.00	\$190.00	\$91,200.00	\$122.00	\$58,560.00	\$93.00	\$44,640.00	\$188.98	\$90,710.40
42	STORM SEWER, WQP, 15 INCH	FOOT	86	\$120.00	\$10,320.00	\$5.00	\$430.00	\$155.00	\$13,330.00	\$130.00	\$11,180.00	\$201.49	\$17,328.14
43	STORM SEWER, WQP, 27 INCH	FOOT	20	\$200.00	\$4,000.00	\$5.00	\$100.00	\$288.00	\$5,760.00	\$600.00	\$12,000.00	\$668.69	\$13,373.80
44	STORM SEWER, WQP, 33 INCH	FOOT	17	\$250.00	\$4,250.00	\$5.00	\$85.00	\$366.00	\$6,222.00	\$1,000.00	\$17,000.00	\$633.08	\$10,762.36
45	SANITARY SEWER REPAIR, REMOVE AND REPLACE, 8" PVC, SDR 26	FOOT	21	\$300.00	\$6,300.00	\$190.00	\$3,990.00	\$495.00	\$10,395.00	\$250.00	\$5,250.00	\$202.72	\$4,257.12
46	SANITARY SEWER REPAIR, REMOVE AND REPLACE, 12" PVC, SDR 26	FOOT	9	\$600.00	\$5,400.00	\$250.00	\$2,250.00	\$788.00	\$7,092.00	\$410.00	\$3,690.00	\$269.61	\$2,426.49
47	SANITARY SEWER WYE FITTINGS, PVC, ALL SIZES	EACH	3	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$950.00	\$2,850.00	\$750.00	\$2,250.00	\$369.23	\$1,107.69
48	SANITARY SEWER LATERAL REPAIR, REMOVE & REPLACE, 6 INCH PVC, TRENCH BACKFILL	FOOT	150	\$60.00	\$9,000.00	\$80.00	\$12,000.00	\$165.00	\$24,750.00	\$23.00	\$3,450.00	\$185.69	\$27,853.50
49	SIDEWALK REMOVAL	CU.YD.	7,525	\$25.00	\$188,125.00	\$0.01	\$75.25	\$27.00	\$203,175.00	\$36.00	\$270,900.00	\$5.50	\$41,387.50
50	P.C.C. SIDEWALK	SQ. FT.	16,750	\$2.00	\$33,500.00	\$2.00	\$33,500.00	\$1.00	\$16,750.00	\$2.00	\$33,500.00	\$2.20	\$36,850.00
51													

62 TEMPORARY AGGREGATE, CA-6
63 PAVEMENT PATCHING, 6 INCH
64 PAVEMENT REMOVAL MILLING, VARIABLE DEPTH 1 - 3 INCH
65 PAVEMENT REMOVAL MILLING, 6 INCH
66 PAVEMENT REMOVAL, 14 INCHES
67 EARTH EXCAVATION
68 EARTH EXCAVATION (WIDENING)
69 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION
70 GRANULAR EMBANKMENT
71 POROUS GRANULAR EMBANKMENT
72 PREPARATION OF BASE
73 AGGREGATE BASE COURSE, TYPE B, 8 INCH
74 TEMPORARY PAVEMENT PATCH
75 DRIVEWAY HMA SURFACE COURSE REMOVAL AND REPLACEMENT
76 HOT MIX ASPHALT BINDER COURSE, IL-19, N50, 2 INCH
77 HOT MIX ASPHALT BINDER COURSE, IL-19, N50, 4 INCH
78 LEVELING BINDER (HAND METHOD), N50
79 LEVELING BINDER (MACHINE METHOD), N50, 1 INCH
80 BITUMINOUS MATERIALS (PRIME COAT)
81 AGGREGATE (PRIME COAT)
82 HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2 INCH
83 HMA BIKE PATH, 6 INCH
84 GRADING AND SHAPING PARKWAYS
85 TOPSOIL PLACEMENT, 4 INCH AND SODDING
86 THERMOPLASTIC PVMT. MARKING LINE, 4 INCH
87 THERMOPLASTIC PVMT. MARKING LINE, 6 INCH
88 THERMOPLASTIC PVMT. MARKING LINE, 12 INCH
89 THERMOPLASTIC PVMT. MARKING LINE, 24 INCH
90 THERMOPLASTIC PVMT. MARKING LINE, LETTERS & SYMBOLS
91 REMOVE SIGN PANEL ASSEMBLY
92 TELESCOPING STEEL SIGN SUPPORT
93 SIGN PANEL, TYPE 1
94 PORTABLE TOILETS
95 CONTRACTOR'S FURNISHED CONSTRUCTION LAYOUT
96 TRAFFIC CONTROL AND PROTECTION
97 ITEMS AS DIRECTED BY THE ENGINEER - LEAD WATER SERVICES

TON	445		\$15.00	\$6,675.00	\$0.01	\$4.45	\$30.00	\$13,350.00	\$21.00	\$9,345.00	\$33.00	\$14,685.00
SQ. YD.	160		\$80.00	\$12,800.00	\$95.00	\$15,200.00	\$108.00	\$17,280.00	\$130.00	\$20,800.00	\$96.60	\$15,456.00
SQ. YD.	11,728		\$3.75	\$43,980.00	\$4.10	\$48,084.80	\$4.00	\$46,912.00	\$2.60	\$30,492.80	\$4.20	\$49,257.60
SQ. YD.	8,697		\$10.00	\$86,970.00	\$4.75	\$41,310.75	\$4.50	\$39,136.50	\$7.00	\$60,879.00	\$9.45	\$82,186.65
SQ. YD.	3,247		\$19.00	\$61,693.00	\$18.00	\$58,446.00	\$21.00	\$68,187.00	\$38.00	\$123,386.00	\$20.90	\$67,862.30
CU.YD.	2,065		\$42.00	\$86,730.00	\$43.00	\$88,795.00	\$45.00	\$92,925.00	\$55.00	\$113,575.00	\$37.39	\$77,210.35
CU.YD.	82		\$42.00	\$3,444.00	\$43.00	\$3,526.00	\$65.00	\$5,330.00	\$55.00	\$4,510.00	\$44.64	\$3,660.48
SQ. YD.	3,343		\$2.00	\$6,686.00	\$2.00	\$6,686.00	\$2.00	\$6,686.00	\$4.00	\$13,372.00	\$2.20	\$7,354.60
CU.YD.	1,060		\$40.00	\$42,400.00	\$0.01	\$10.60	\$48.00	\$50,880.00	\$51.00	\$54,060.00	\$38.50	\$40,810.00
CU.YD.	300		\$40.00	\$12,000.00	\$45.00	\$13,500.00	\$48.00	\$14,400.00	\$63.00	\$18,900.00	\$38.50	\$11,550.00
SQ. YD.	19,418		\$1.50	\$29,127.00	\$2.00	\$38,836.00	\$1.60	\$31,068.80	\$3.40	\$66,021.20	\$1.21	\$23,495.78
SQ. YD.	2,974		\$10.00	\$29,740.00	\$9.75	\$28,996.50	\$9.00	\$26,766.00	\$29.00	\$86,246.00	\$9.83	\$29,234.42
TON	65		\$70.00	\$4,550.00	\$120.00	\$7,800.00	\$155.00	\$10,075.00	\$69.00	\$4,485.00	\$165.00	\$10,725.00
SQ. YD.	168		\$65.00	\$10,920.00	\$76.00	\$12,768.00	\$72.00	\$12,096.00	\$81.00	\$13,608.00	\$50.40	\$8,467.20
TON	1,270		\$80.00	\$101,600.00	\$85.00	\$107,950.00	\$85.00	\$107,950.00	\$91.50	\$116,205.00	\$84.00	\$106,680.00
TON	2,715		\$80.00	\$217,200.00	\$88.00	\$238,920.00	\$91.00	\$247,065.00	\$91.50	\$248,422.50	\$87.15	\$236,612.25
TON	307		\$90.00	\$27,630.00	\$1.00	\$307.00	\$160.00	\$49,120.00	\$154.00	\$47,278.00	\$192.15	\$58,990.05
TON	60		\$80.00	\$4,800.00	\$110.00	\$6,600.00	\$105.00	\$6,300.00	\$100.00	\$6,000.00	\$131.25	\$7,875.00
GAL.	2,430		\$5.00	\$12,150.00	\$4.50	\$10,935.00	\$4.50	\$10,935.00	\$3.40	\$8,262.00	\$0.01	\$24.30
TON	38		\$20.00	\$760.00	\$1.00	\$38.00	\$1.00	\$38.00	\$55.00	\$2,090.00	\$1.05	\$39.90
TON	2,760		\$90.00	\$248,400.00	\$96.00	\$264,960.00	\$101.00	\$278,760.00	\$97.50	\$269,100.00	\$94.50	\$260,820.00
SQ. YD.	20		\$75.00	\$1,500.00	\$210.00	\$4,200.00	\$230.00	\$4,600.00	\$200.00	\$4,000.00	\$100.80	\$2,016.00
SQ. YD.	7,320		\$5.00	\$36,600.00	\$7.50	\$54,900.00	\$15.00	\$109,800.00	\$6.90	\$50,508.00	\$11.00	\$80,520.00
SQ. YD.	7,820		\$15.00	\$117,300.00	\$16.00	\$125,120.00	\$15.00	\$117,300.00	\$13.65	\$106,743.00	\$5.50	\$43,010.00
FOOT	13,200		\$2.00	\$26,400.00	\$1.20	\$15,840.00	\$1.10	\$14,520.00	\$1.10	\$14,520.00	\$1.31	\$17,292.00
FOOT	1,344		\$3.00	\$4,032.00	\$2.00	\$2,688.00	\$1.80	\$2,419.20	\$1.70	\$2,284.80	\$2.05	\$2,755.20
FOOT	810		\$6.00	\$4,860.00	\$3.50	\$2,835.00	\$3.50	\$2,835.00	\$3.30	\$2,673.00	\$5.20	\$4,212.00
FOOT	300		\$12.00	\$3,600.00	\$7.00	\$2,100.00	\$7.00	\$2,100.00	\$7.00	\$2,100.00	\$7.93	\$2,379.00
SQ. FT.	146		\$10.00	\$1,460.00	\$4.00	\$584.00	\$4.00	\$584.00	\$4.00	\$584.00	\$7.93	\$1,157.78
EACH	45		\$50.00	\$2,250.00	\$35.00	\$1,575.00	\$35.00	\$1,575.00	\$36.00	\$1,620.00	\$31.50	\$1,417.50
FOOT	685		\$20.00	\$13,700.00	\$16.00	\$10,960.00	\$14.00	\$9,590.00	\$19.00	\$13,015.00	\$16.28	\$11,151.80
SQ. FT.	225		\$30.00	\$6,750.00	\$35.00	\$7,875.00	\$35.00	\$7,875.00	\$34.00	\$7,650.00	\$37.80	\$8,505.00
EA. CAL. MO.	10		\$300.00	\$3,000.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00	\$190.00	\$1,900.00	\$472.50	\$4,725.00
LUMP SUM	1		\$30,000.00	\$30,000.00	\$24,500.00	\$24,500.00	\$22,000.00	\$22,000.00	\$70,000.00	\$70,000.00	\$20,370.00	\$20,370.00
LUMP SUM	1		\$75,000.00	\$75,000.00	\$295,978.00	\$295,978.00	\$177,000.00	\$177,000.00	\$64,000.00	\$64,000.00	\$348,348.00	\$348,348.00
DOL	100,000		\$1.00	\$100,000.00	\$1.00	\$100,000.00	\$1.00	\$100,000.00	\$1.00	\$100,000.00	\$1.00	\$100,000.00
				\$3,740,218.25								

Total Bid:	As Read:	\$4,120,230.50	\$4,672,890.50	\$4,981,011.00	\$5,455,484.28
	As Calculated:	\$4,120,230.50	\$4,672,890.50	\$4,981,011.00	\$5,455,484.28

CITY OF DES PLAINES

RESOLUTION R - 92 - 22

**A RESOLUTION APPROVING AN AGREEMENT WITH
JOHN NERI CONSTRUCTION CO. FOR THE 2022
CAPITAL IMPROVEMENT PROGRAM STREET AND
UTILITY IMPROVEMENTS, MFT-22-00-00226-00-RS.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds in the Motor Fuel Tax Fund (Rebuild Illinois Bond) and Water Fund for use by the Department of Public Works and Engineering during the 2022 fiscal year for the 2022 Capital Improvement Program Contract MFT 22-00-00226-00-RS - Street and Utility Improvements, which includes street reconstruction, street rehabilitation and utility work at various locations throughout the City ("**Work**"); and

WHEREAS, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code, the City issued an invitation for bids for the performance of the Work; and

WHEREAS, the City received four bids, which were opened on April 20, 2022; and

WHEREAS, John Neri Construction Co. ("**Contractor**") submitted the lowest responsible bid in the amount of \$4,120,230.50; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of the Work in the not-to-exceed amount of \$4,120,230.50 ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Contractor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, final Agreement only after receipt by the City Clerk of at least one executed copy of the

Agreement from Contractor; provided, however, that if the City Clerk does not receive one executed copy of the Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



Contractor's Name

John Neri Construction Co. Inc.

Contractor's Address

770 Factory Road

City

Addison

State

IL

Zip Code

60101

STATE OF ILLINOIS

Local Public Agency

City of Des Plaines

County

Cook

Section Number

22-00226-00-RS

Street Name/Road Name

Various locations

Type of Funds

Motor Fuel Tax

☐ CONTRACT BOND (when required)**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Department of Transportation☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Des Plaines	Various locations	Cook	22-00226-00-RS

- THIS AGREEMENT, made and concluded the _____ day of _____ between the City _____ of Des Plaines _____, known as the party of the first part, and John Neri Construction Co. Inc. _____, its successor, and assigns, known as the party of the second part.
- 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 this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all 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 contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00226-00-RS in City of Des Plaines _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ City _____ of Des Plaines _____

Clerk	Date

(SEAL)

Party of the First Part	Date
By: _____	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By: _____	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By: _____

(If a Partnership)

Partner	Date

Attest: Secretary	Date

Partner	Date

(SEAL)

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part	Date

STATE OF ILLINOIS)
) SS
COUNTY OF __COOK__)

CONTRACTOR’S CERTIFICATION

Nicholas Neri, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot Act*”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20__.

John Neri Construction Co. Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)

CITY OF DES PLAINES



**CONTRACT FOR THE CONSTRUCTION
OF 2022 CIP – CONTRACT MFT 22-00226-00-RS**

Prepared By

CITY OF DES PLAINES
PUBLIC WORKS AND ENGINEERING DEPARTMENT
1420 MINER STREET/NORTHWEST HIGHWAY
DES PLAINES, ILLINOIS 60016

CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2022 CIP – CONTRACT MFT 22-00226-00-RS

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Contractor's Certification

Attachment 1:	Schedule of Prices
Attachment 2:	Supplemental Schedule of Contract Terms
Attachment 3:	Specifications
Attachment 4:	List of Drawings
Attachment 5:	Special Project Requirements

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2022 CIP – CONTRACT MFT 22-00226-00-RS**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“Owner”), and ***John Neri Construction Co. Inc., 770 Factory Road, Addison, IL 60101***, an ***Incorporation*** (“Contractor”), make this Contract as of May 9, 2022, and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment 2, in accordance with the specifications attached hereto as Attachment 3, the drawings identified in the list attached hereto as Attachment 4, and the Special Project Requirements attached hereto as Attachment 5.
2. Permits. Except as otherwise provided in Attachment 2, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and

expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment 2 and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment 2. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide three complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment 4, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment 2 or the drawings identified in Attachment 4.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours.

Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work

performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor’s duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor’s provision, performance, or completion of the Work.

1.15 Owner’s Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or

pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened

by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment 2 or Attachment 5 to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment 2 or Attachment 5 requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment 2. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment 2.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment 2, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set

forth in Attachment 2 (the “*Contract Price*”), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment 2 (“*Progress Payments*”).

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner (“*Pay Request*”). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor’s certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor’s certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner’s obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection (“*Notice of Completion*”). Contractor’s Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“*Punch List Work*”).

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction,

interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or

recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment 2, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS****7.1 Binding Effect**

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: City Manager

with a copy to:
Elrod Friedman, LLP
325 North La Salle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter Friedman

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

John Neri Construction Co. Inc.
770 Factory Road, Addison, IL 60101

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works

Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit to the Illinois Department of Labor certified payrolls on a monthly basis, in accordance with Section 5 of the Act, and furnish a copy of the receipt to the City of Des Plaines. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the City and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances,

devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

CITY OF DES PLAINES

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

John Neri Construction Co. Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR’S CERTIFICATION

[contractor’s executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot Act*”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20____.

John Neri Construction Co. Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20____.

My Commission expires: _____

Notary Public

(SEAL)



JOHN NERI CONSTRUCTION Co., INC

770 W. FACTORY RD

ADDISON

14

60101

CITY OF DES PLAINES

Cook

22-00226-00-RS

Various

Combination Letter	Section Included in Combinations	Total

Item Number	Items	Unit	Quantity	Unit Price	Total
	Please use attached				
	spreadsheet BLR 12201a				
Bidder's Total Proposal					4,120,230.50

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

**2022 CIP - CONTRACT MFT 22-00226-00-RS - STREET AND UTILITY IMPROVEMENTS
SCHEDULE OF PRICES**

ITEM #	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
1	EXPLORATION TRENCH	FOOT	795	\$ 0.10	\$ 79.50
2	INLET FILTERS	EACH	42	\$ 5.00	\$ 210.00
3	TREE REMOVAL (6 TO 15 INCH-DIAMETER)	IN-DIA	15	\$ 30.00	\$ 450.00
4	TREE REMOVAL (OVER 15 INCH-DIAMETER)	IN-DIA	115	\$ 35.00	\$ 4,025.00
5	TREE TRUNK PROTECTION	EACH	67	\$ 120.00	\$ 8,040.00
6	TREE ROOT PRUNING	EACH	39	\$ 5.00	\$ 195.00
7	M.H., C.B., V.V., TO BE REMOVED	EACH	7	\$ 425.00	\$ 2,975.00
8	ABANDON EXISTING VALVE AND VAULT	EACH	14	\$ 450.00	\$ 6,300.00
9	C.B., TY-C, 2' DIA., CURB FRAME & HIGH FLOW GRATE	EACH	11	\$ 1,950.00	\$ 21,450.00
10	M.H., C.B., V.V. TO BE ADJUSTED, NEW FRAME & LID	EACH	51	\$ 700.00	\$ 35,700.00
11	M.H., C.B., V.V. TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	3	\$ 1,350.00	\$ 4,050.00
12	STORM MANHOLE, TY-A, 4' DIA, ROUND FRAME & CLOSED LID	EACH	1	\$ 4,600.00	\$ 4,600.00
13	STORM MANHOLE, TY-A, 8' DIA, ROUND FRAME & CLOSED LID	EACH	2	\$ 2,500.00	\$ 5,000.00
14	SAN. M.H. TO BE ADJUSTED, NEW FRAME & LID	EACH	14	\$ 1,450.00	\$ 20,300.00
15	SAN. M.H. TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	2	\$ 1,750.00	\$ 3,500.00
16	FIRE HYDRANT REMOVAL	EACH	10	\$ 750.00	\$ 7,500.00
17	FIRE HYDRANT AND AUXILIARY VALVE	EACH	12	\$ 8,400.00	\$ 100,800.00
18	WATER MAIN, 6 INCH DUCTILE IRON PIPE , CL 52	FOOT	101	\$ 165.00	\$ 16,665.00
19	WATER MAIN, 8 INCH DUCTILE IRON PIPE , CL 52	FOOT	3,131	\$ 185.00	\$ 579,235.00
20	WATER MAIN, 10 INCH DUCTILE IRON PIPE , CL 53	FOOT	80	\$ 210.00	\$ 16,800.00
21	WATER MAIN, 12 INCH DUCTILE IRON PIPE , CL 52	FOOT	1,456	\$ 205.00	\$ 298,480.00
22	WATER MAIN, 8 INCH PVC C-900, DIR DRILL	FOOT	520	\$ 180.00	\$ 93,600.00
23	PUBLIC WATER SERVICE LINE, 1 INCH	FOOT	221	\$ 0.10	\$ 22.10
24	PRIVATE WATER SERVICE LINE, 1 INCH	FOOT	940	\$ 0.10	\$ 94.00
25	PUBLIC WATER SERVICE LINE, 1 1/2 INCH	FOOT	2,635	\$ 0.10	\$ 263.50
26	PUBLIC WATER SERVICE LINE, 2 INCH	FOOT	32	\$ 75.00	\$ 2,400.00
27	WATER SERVICE SADDLE, 1 1/2 INCH	EACH	84	\$ 800.00	\$ 67,200.00
28	WATER SERVICE SADDLE, 2 INCH	EACH	1	\$ 300.00	\$ 300.00
29	CORPORATION STOP, 1 1/2 INCH	EACH	84	\$ 1,200.00	\$ 100,800.00
30	CORPORATION STOP, 2 INCH	EACH	1	\$ 750.00	\$ 750.00
31	CURB STOP, 1 1/2 INCH	EACH	84	\$ 1,150.00	\$ 96,600.00
32	CURB STOP, 2 INCH	EACH	1	\$ 1,000.00	\$ 1,000.00
33	CURB BOX, 1 1/2 INCH	EACH	84	\$ 300.00	\$ 25,200.00
34	CURB BOX, 2 INCH	EACH	1	\$ 100.00	\$ 100.00
35	PRIVATE WATER SERVICE FOUNDATION CONNECTION	EACH	24	\$ 50.00	\$ 1,200.00
36	PRIVATE WATER SERVICE METER CONNECTION	EACH	24	\$ 50.00	\$ 1,200.00
37	GATE VALVE, 8 INCH, 48 INCH DIA VAULT, ROUND FRAME, CLOSED LID	EACH	14	\$ 5,800.00	\$ 81,200.00
38	GATE VALVE, 12 INCH, 60 INCH DIA VAULT, ROUND FRAME, CLOSED LID	EACH	5	\$ 7,750.00	\$ 38,750.00
39	WATER MAIN FITTINGS, RESTRAINED JOINT	POUND	9,355	\$ 0.01	\$ 93.55
40	PIPE REMOVAL, ALL SIZES AND TYPES	FOOT	520	\$ 5.00	\$ 2,600.00
41	STORM SEWER, DUCTILE IRON PIPE, 12 INCH, CL 52	FOOT	480	\$ 190.00	\$ 91,200.00
42	STORM SEWER, WQP, 15 INCH	FOOT	86	\$ 5.00	\$ 430.00
43	STORM SEWER, WQP, 27 INCH	FOOT	20	\$ 5.00	\$ 100.00
44	STORM SEWER, WQP, 33 INCH	FOOT	17	\$ 5.00	\$ 85.00
45	SANITARY SEWER REPAIR, REMOVE AND REPLACE, 8" PVC, SDR 26	FOOT	21	\$ 190.00	\$ 3,990.00
46	SANITARY SEWER REPAIR, REMOVE AND REPLACE, 12" PVC, SDR 26	FOOT	9	\$ 250.00	\$ 2,250.00
47	SANITARY SEWER WYE FITTINGS, PVC, ALL SIZES	EACH	3	\$ 500.00	\$ 1,500.00
48	SANITARY SEWER LATERAL REPAIR, REMOVE & REPLACE, 6 INCH PVC	FOOT	150	\$ 80.00	\$ 12,000.00
49	TRENCH BACKFILL	CU.YD.	7,525	\$ 0.01	\$ 75.25
50	SIDEWALK REMOVAL	SQ. FT.	16,750	\$ 2.00	\$ 33,500.00
51	P.C.C. SIDEWALK	SQ. FT.	27,825	\$ 8.50	\$ 236,512.50
52	DETECTABLE WARNINGS	SQ. FT.	362	\$ 35.00	\$ 12,670.00
53	REINFORCEMENT BARS, EPOXY COATED	FOOT	2,580	\$ 3.00	\$ 7,740.00
54	CURB KEYWAY	FOOT	2,096	\$ 5.00	\$ 10,480.00
55	DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 6 INCH	SQ. YD.	1,802	\$ 88.00	\$ 158,576.00
56	DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 8 INCH	SQ. YD.	120	\$ 98.00	\$ 11,760.00
57	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON	SQ. YD.	25	\$ 100.00	\$ 2,500.00
58	COMB. CONCRETE CURB AND GUTTER REMOVAL	FOOT	5,300	\$ 5.00	\$ 26,500.00
59	COMB. CONCRETE CURB AND GUTTER REPLACEMENT	FOOT	7,530	\$ 26.50	\$ 199,545.00

**2022 CIP - CONTRACT MFT 22-00226-00-RS - STREET AND UTILITY IMPROVEMENTS
SCHEDULE OF PRICES**

ITEM #	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
60	CONCRETE BASE COURSE, 6 INCH	SQ. YD.	145	\$ 88.00	\$ 12,760.00
61	CONCRETE PAVEMENT PATCH, 9 INCH	SQ. YD.	10	\$ 150.00	\$ 1,500.00
62	TEMPORARY AGGREGATE, CA-6	TON	445	\$ 0.01	\$ 4.45
63	PAVEMENT PATCHING, 6 INCH	SQ. YD.	160	\$ 95.00	\$ 15,200.00
64	PAVEMENT REMOVAL MILLING, VARIABLE DEPTH 1 - 3 INCH	SQ. YD.	11,728	\$ 4.10	\$ 48,084.80
65	PAVEMENT REMOVAL MILLING, 6 INCH	SQ. YD.	8,697	\$ 4.75	\$ 41,310.75
66	PAVEMENT REMOVAL, 14 INCHES	SQ. YD.	3,247	\$ 18.00	\$ 58,446.00
67	EARTH EXCAVATION	CU.YD.	2,065	\$ 43.00	\$ 88,795.00
68	EARTH EXCAVATION (WIDENING)	CU.YD.	82	\$ 43.00	\$ 3,526.00
69	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ. YD.	3,343	\$ 2.00	\$ 6,686.00
70	GRANULAR EMBANKMENT	CU.YD.	1,060	\$ 0.01	\$ 10.60
71	POROUS GRANULAR EMBANKMENT	CU.YD.	300	\$ 45.00	\$ 13,500.00
72	PREPARATION OF BASE	SQ. YD.	19,418	\$ 2.00	\$ 38,836.00
73	AGGREGATE BASE COURSE, TYPE B, 8 INCH	SQ. YD.	2,974	\$ 9.75	\$ 28,996.50
74	TEMPORARY PAVEMENT PATCH	TON	65	\$ 120.00	\$ 7,800.00
75	DRIVEWAY HMA SURFACE COURSE REMOVAL AND REPLACEMENT	SQ. YD.	168	\$ 76.00	\$ 12,768.00
76	HOT MIX ASPHALT BINDER COURSE, IL-19, N50, 2 INCH	TON	1,270	\$ 85.00	\$ 107,950.00
77	HOT MIX ASPHALT BINDER COURSE, IL-19, N50, 4 INCH	TON	2,715	\$ 88.00	\$ 238,920.00
78	LEVELING BINDER (HAND METHOD), N50	TON	307	\$ 1.00	\$ 307.00
79	LEVELING BINDER (MACHINE METHOD), N50, 1 INCH	TON	60	\$ 110.00	\$ 6,600.00
80	BITUMINOUS MATERIALS (PRIME COAT)	GAL.	2,430	\$ 4.50	\$ 10,935.00
81	AGGREGATE (PRIME COAT)	TON	38	\$ 1.00	\$ 38.00
82	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2 INCH	TON	2,760	\$ 96.00	\$ 264,960.00
83	HMA BIKE PATH, 6 INCH	SQ. YD.	20	\$ 210.00	\$ 4,200.00
84	GRADING AND SHAPING PARKWAYS	SQ. YD.	7,320	\$ 7.50	\$ 54,900.00
85	TOPSOIL PLACEMENT, 4 INCH AND SODDING	SQ. YD.	7,820	\$ 16.00	\$ 125,120.00
86	THERMOPLASTIC PVMT. MARKING LINE, 4 INCH	FOOT	13,200	\$ 1.20	\$ 15,840.00
87	THERMOPLASTIC PVMT. MARKING LINE, 6 INCH	FOOT	1,344	\$ 2.00	\$ 2,688.00
88	THERMOPLASTIC PVMT. MARKING LINE, 12 INCH	FOOT	810	\$ 3.50	\$ 2,835.00
89	THERMOPLASTIC PVMT. MARKING LINE, 24 INCH	FOOT	300	\$ 7.00	\$ 2,100.00
90	THERMOPLASTIC PVMT. MARKING LINE, LETTERS & SYMBOLS	SQ. FT.	146	\$ 4.00	\$ 584.00
91	REMOVE SIGN PANEL ASSEMBLY	EACH	45	\$ 35.00	\$ 1,575.00
92	TELESCOPING STEEL SIGN SUPPORT	FOOT	685	\$ 16.00	\$ 10,960.00
93	SIGN PANEL, TYPE 1	SQ. FT.	225	\$ 35.00	\$ 7,875.00
94	PORTABLE TOILETS	EA. CAL. MO	10	\$ 200.00	\$ 2,000.00
95	CONTRACTOR'S FURNISHED CONSTRUCTION LAYOUT	LUMP SUM	1	\$ 24,500.00	\$ 24,500.00
96	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	\$ 295,978.00	\$ 295,978.00
97	ITEMS AS DIRECTED BY THE ENGINEER - LEAD WATER SERVICES	DOL	100,000	\$ 1.00	\$ 100,000.00
				TOTAL BID	\$ 4,120,230.50



OFFICE of the GENERAL COUNSEL

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: April 25, 2022

To: Mayor Goczkowski and City Council
Michael G. Bartholomew, City Manager

From: Peter Friedman and Brooke Lenneman, City Attorneys

Subject: Ward Redistricting - Approval of New Ward Boundary Map and Amendments to the City Code

Issue: In order to redistrict the ward boundaries as required by law, the City must approve a new ward map and amend the City Code. The proposed new ward map, attached as Exhibit A, and proposed City Code amendments are on the May 2, 2022 agenda for first reading.

Analysis: Based on the 2020 Census, the population of the City increased from 58,364 to 60,267. The increase in population as well as the shift of population within the existing wards of the City resulted in wards ranging in population from 6,626 residents in the third ward to 8,446 residents in the seventh ward. In order to comply with constitutional requirements, the City is required to adjust the boundaries of the City's eight wards so that the wards are as nearly equal in population and as compact and contiguous as practicable.

The 60,267-total population of the City divided by eight wards results in an average of 7,533 residents per ward. The proposed ward map was prepared trying to bring each ward population as close to the 7,533 population average as practicable while maintaining current ward boundaries to the extent possible, using major roads or railroads as dividing lines, and respecting neighborhoods, and precinct lines, to the extent possible. One precinct (48) that was split in the 2010 map is recombined in the proposed map. The other existing split precincts remain split. The proposed ward map splits three additional precincts as follows: Precinct 26 is split between the second and third wards, Precinct 13 is split between the first and second wards, and Precinct 53 is split between the fifth and sixth wards.

The number of new housing developments and condos in the first and seventh wards meant that their populations were significantly above the 7,533 average. On the other hand, the population of the third and fifth wards were significantly below the 7,533 average. In order to even out the populations of the wards, the ward boundaries have been shifted as shown on

Exhibit B to this Memorandum. The existing population disparities and the resulting differences, after the map revisions, are detailed in the chart shown on Exhibit B. For statistical comparison, 1 percent of the 7,533 average is 76 residents. 4 percent from the average is 302 residents.

The proposed ward map has three of the wards below a 2 percent margin from the population average and all of the wards below a 4 percent margin from the population average.

Recommendation: Staff recommends that the City Council review and adopt the proposed ward map and amend the City Code as set forth in Ordinance M-17-22.

Attachments: Ordinance M-17-22

Exhibit A: Proposed Ward Map

Exhibit B: Ward Map Illustrating Boundary and Population Changes

CITY OF DES PLAINES

ORDINANCE M - 17 - 22

AN ORDINANCE REDISTRICTING THE WARDS OF THE CITY BY ADOPTING AND APPROVING A NEW WARD MAP AND AMENDING CHAPTER 11 OF TITLE 1 OF THE DES PLAINES CITY CODE.

WHEREAS, the City 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, Chapter 11 of Title 1 of the City Code of the City of Des Plaines, as amended (*“City Code”*), establishes eight election wards and their respective boundaries; and

WHEREAS, according to the 2010 census, the population of the City was 58,364; and

WHEREAS, according to the 2020 census, the population of the City is now 60,267; and

WHEREAS, the increase in population combined with shifting populations within the existing wards of the City necessitates the redistricting of the ward boundaries so that the wards are as nearly equal in population, and are as compact and contiguous, as practicable; and

WHEREAS, the City desires to redistrict the boundaries of the Wards by approving and adopting a new ward map (*“Ward Map”*); and

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Ward Map and amend the City Code as set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2. APPROVAL AND ADOPTION OF WARD MAP. The Ward Map attached to and made a part of this Ordinance as *Exhibit A* is approved and adopted.

SECTION 3. AMENDMENTS TO SECTION 1-11-1. Section 1-11-1, titled “Election Wards,” of Chapter 11, titled “City Elections,” of Title 1, titled “Administration,” of the City Code is repealed in its entirety and replaced as follows:

“1-11-1: ELECTION WARDS:

A. Wards. For the purpose of all elections and referenda held in the city of Des Plaines, the city shall be and is hereby divided into eight wards with the locations and boundaries shown on the ward map entitled “City of Des Plaines Ward Map”, which Map was adopted and approved by the City Council pursuant to Ordinance No. M-17-22, and which Map is, by reference, incorporated as part of this code.

B. Maintenance and Availability of Official Ward Map: The official copy of the City of Des Plaines Ward Map shall be maintained by the City Clerk and shall be made available for public inspection during city business hours at the Office of the City Clerk and shall also be published on the City’s website.”

SECTION 4. AMENDMENTS TO SECTION 1-11-2. Section 1-11-2, titled “Interpretation of Ward Boundaries,” of Chapter 11, titled “City Elections,” of Title 1, titled “Administration,” of the City Code is amended to read as follows:

“1-11-2: INTERPRETATION OF WARD BOUNDARIES:

A. Any part of the city that has not been ~~described as~~ included in one of the wards on the City of Des Plaines Ward Map described in this chapter is included within the ward that: 1) is contiguous to the part; and 2) contains the least population of all wards contiguous to the part according to the 2020~~10~~ decennial census.

B. If any uncertainty exists with respect to the intended boundaries of the wards shown on the City of Des Plaines Ward Map described in this chapter, the following rules will apply:

- 1. The ward boundaries are the centerlines of highways, streets, alleys, waterways, railroads, and other rights of way unless otherwise indicated. When the designation of a boundary line on the Ward Map coincides with the location of any right of way, the centerline of the right of way will be construed to be the boundary of the ward;**
- 2. When a ward boundary does not coincide with the location of the centerline of any right of way but does coincide with a lot line, such lot line shall be construed to be the boundary of the ward.”**

~~—B. If any part of the city is described in this chapter as being in more than one ward, the part is included within the ward that: 1) is one of the wards in which that~~

~~part is listed in this chapter; 2) is contiguous to that part; and 3) contains the least population according to the 2010 decennial census.~~

~~—C. If any part of the city: 1) is described in this chapter as being in one ward; and 2) is entirely surrounded by another ward; the part shall be incorporated into the ward that surrounds the part.~~

~~—D. If any part of the city: 1) is described in this chapter as being in one ward; and 2) is not contiguous to another part of the ward; the part included with the contiguous ward that contains the least population according to the 2010 decennial census.”~~

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2022

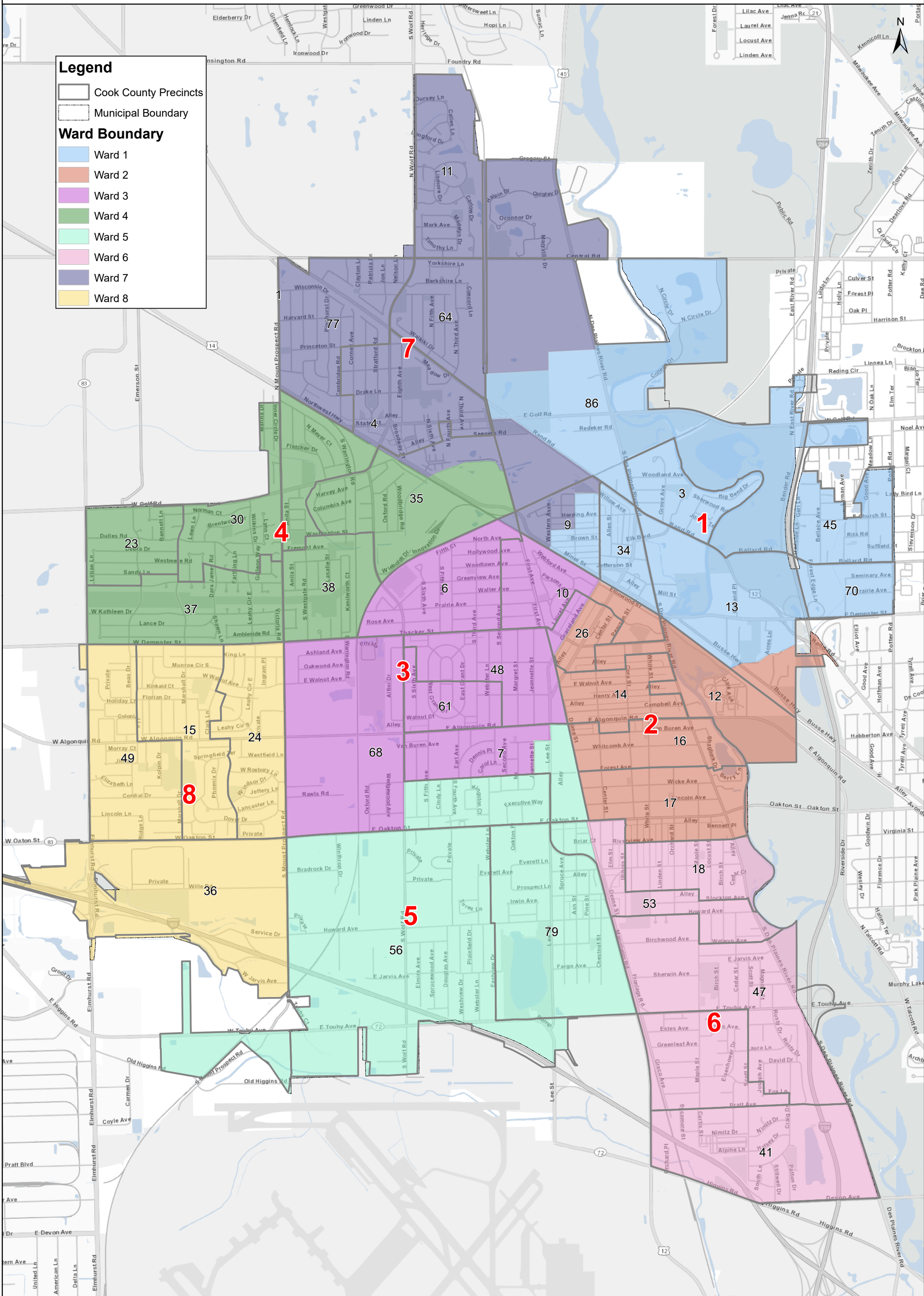
Approved as to form:

CITY CLERK

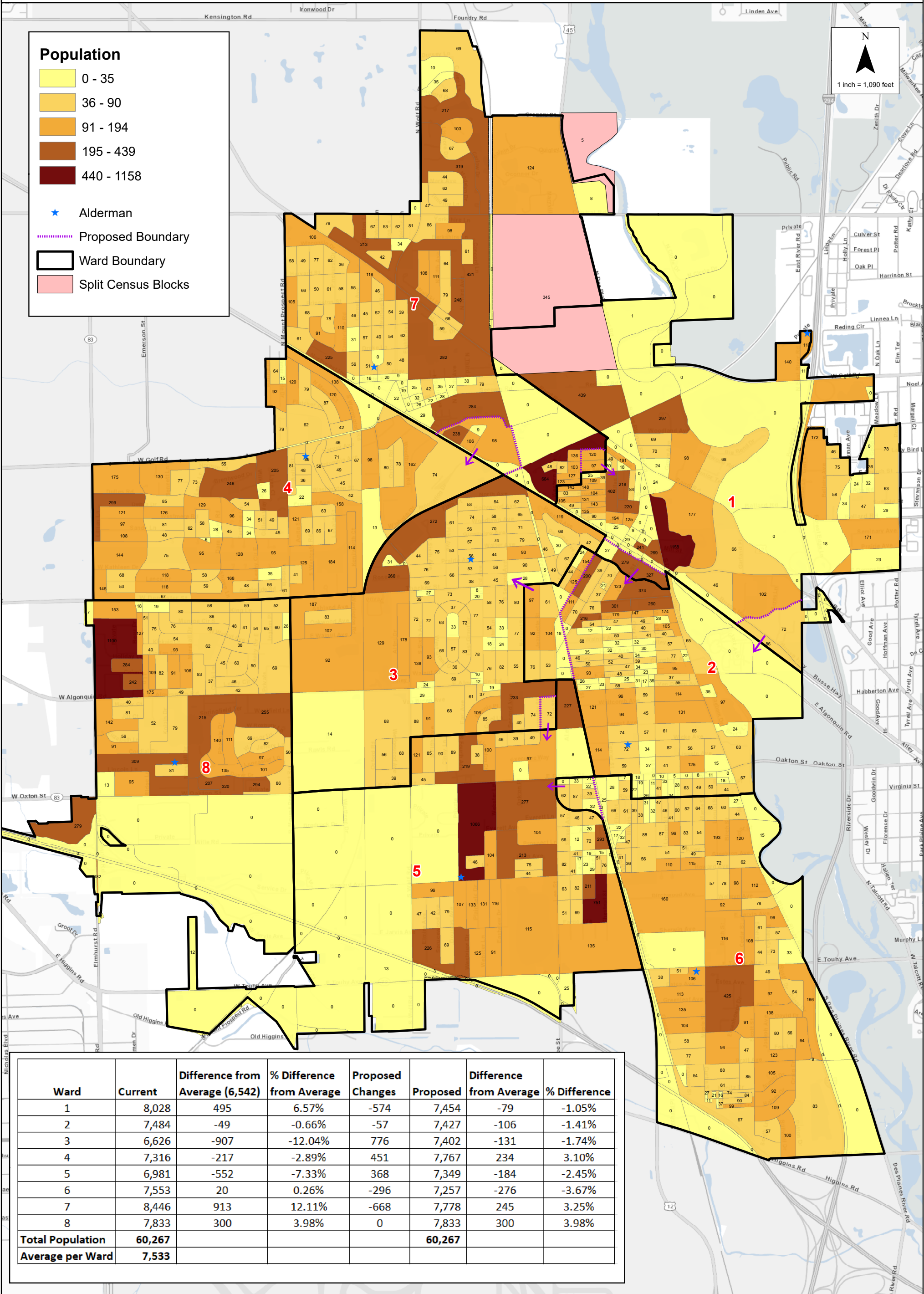
Peter M. Friedman, General Counsel

City of Des Plaines

Proposed Ward and Precinct Map



Proposed Ward Redistricting Boundaries (2020 Census Data)



DONALD A. SMITH

April 25, 2022

VIA E-MAIL

Honorable Andrew Goczkowski
City of Des Plaines Mayor
1420 Miner Street
Des Plaines, IL 60016

RE: Des Plaines Police Pension Board

Dear Mr. Mayor:

I understand from Dorothy Wisniewski there is an open position on the City of Des Plaines Police Pension Board. I would be honored to be considered to fill that position if you would like to appoint me. I know that you are familiar with my background, but if there is any additional information that you require, please let me know. I look forward to being able to serve. I hope that you and your family are doing well.

Thank you.

Very truly yours,



Donald A. Smith

DAS/dbd

cc City Manager Mike Bartholomew/via e-mail
Asst. City Manager, Dorothy Wisniewski/via e-mail

R:\office\don\des plaines police.001.docx

Honorable Mayor Andrew Goczkowski
1420 Miner St Des Plaines IL 60016

April 20, 2022

Mr. Mayor;

I have been pleased to have been member of the Des Plaines Board of Fire and Police Commission for over ten years. My term has expired and would greatly appreciate your consideration for reappointment to this distinguished Commission. It has been a rewarding experience fulfilling the responsibilities of the Board. The staff of the city working with the commission has been extremely efficient. This has enabled the Board to ensure the Commission completes all tasks in providing the best candidates for the Fire and Police Departments to serve the City of Des Plaines.

Again, I would appreciate your consideration for reappoint to the Board of Fire and Police Commission.

Respectfully,



D Michael Albrecht



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

MEMORANDUM

Date: April 21, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development

Subject: Metropolitan Square Plaza Redesign: Revised Concept (The Lakota Group)

Issue: At the February 7, 2022 City Council meeting, consultant The Lakota Group presented options for a redesign of the Metropolitan Square plaza area, drawing from scenarios presented to the Council in 2016. The Mayor and Council provided feedback, which the consultant documented in the meeting. They have also received subsequent feedback from the Mayor, Council, and public, compiled by staff. They now return to present a revised concept.

Analysis: Based on input received on and since February 7, The Lakota Group is submitting a revised Metropolitan Square concept for the Council's consideration. The revised concept, with plan views, renderings, and cost estimates is attached. The key components are summarized here:

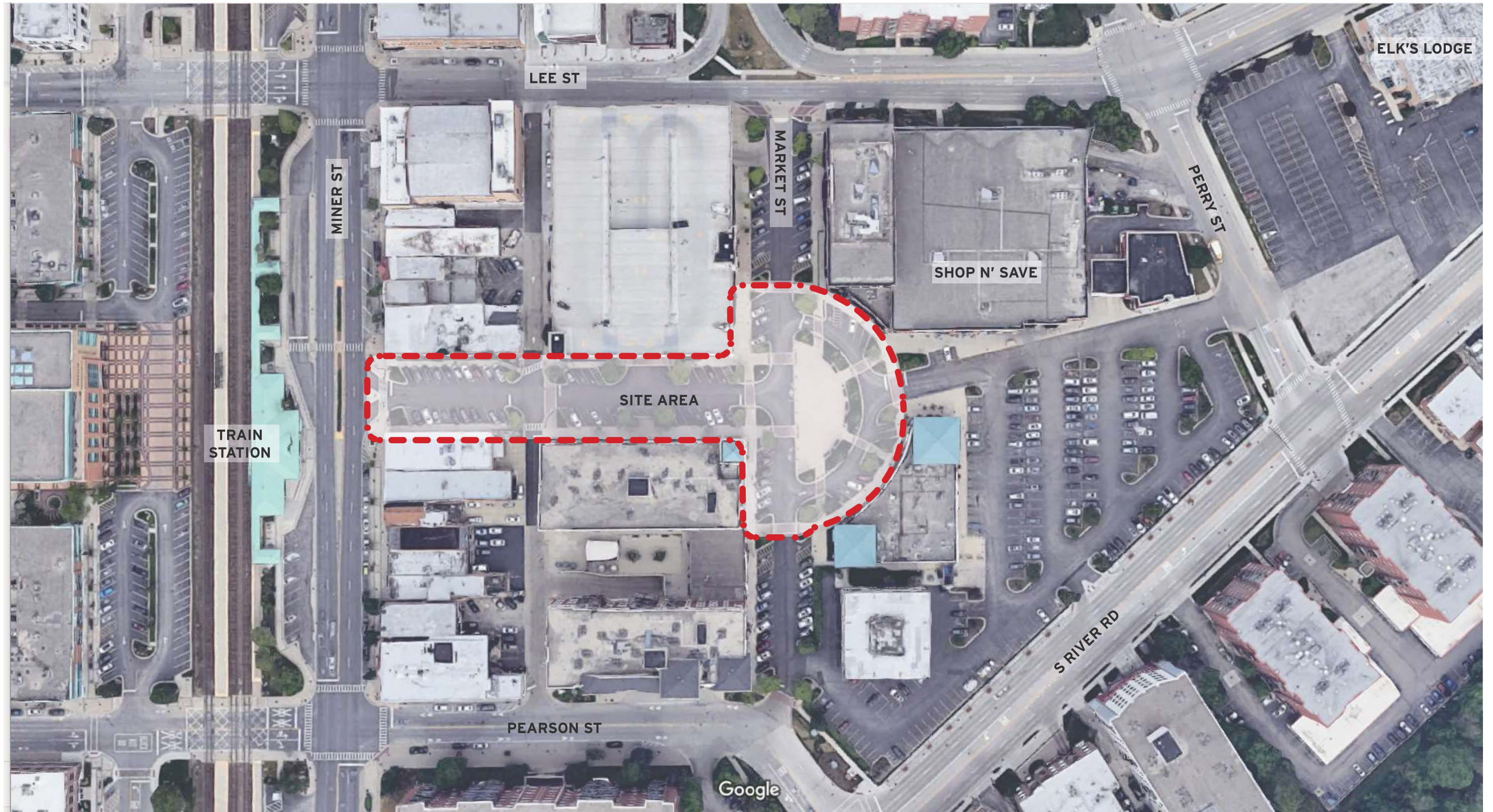
- The "eyebrow" traffic lane and parking spaces, which border various storefronts, are removed.
- A turf lawn is shown in the center of the plaza, contemplated for multiple purposes such as seating and viewing for performances.
- A performance and gathering pavilion structure is oriented toward the lawn. On the rear of the structure is a decorative wall with a sign to serve as a gateway to the plaza.
- Tables and seats are interspersed to accommodate outdoor eating, with clusters near the storefronts.
- Additional plantings and man-made shade elements are proposed.
- An interactive water feature and play area (mounds for children to climb on) are shown.
- The reconfiguration of parking from angle (45-degree) to parallel (0-degree) in the block of Metropolitan Way between Miner and the alley is retained, with widened sidewalks and street trees. *(There was mixed opinion about this from the Council at the February 7 meeting, but it is nonetheless included for consideration at this time.)*

Presentation: The Lakota Group, will present to explain the revised design and answer questions.

City Council Action: Staff is seeking direction and consensus from the Council as to whether the concept, as presented by Lakota or with specific modifications, should be implemented. If so, the next phase of implementation would likely require Council approval of funding to produce more detailed engineering-level drawings.

Attachments

Attachment 1: Revised Deliverable: Metropolitan Square Redesign Concept with Cost Estimates





METROPOLITAN SQUARE

OVERALL PLAN

DES PLAINES, ILLINOIS

Attachment 1

SCALE: 1"=80'
0 40' 80' 160' NORTH

APRIL 19, 2022

THE
LAKOTA
GROUP.

LEGEND

- A SYNTHETIC TURF LAWN**
• 85'x40' synthetic ice rink delineated in white

B WALL WITH SIGN

C PAVILION OR PERGOLA
• Relocated band stand delineated in white

D CURBED PLANTING AREAS

E INTERACTIVE WATER FEATURE

F COLORFUL SHADE ELEMENT
- G OVERHEAD FESTIVAL LIGHTING**

H REMOVABLE BOLLARDS

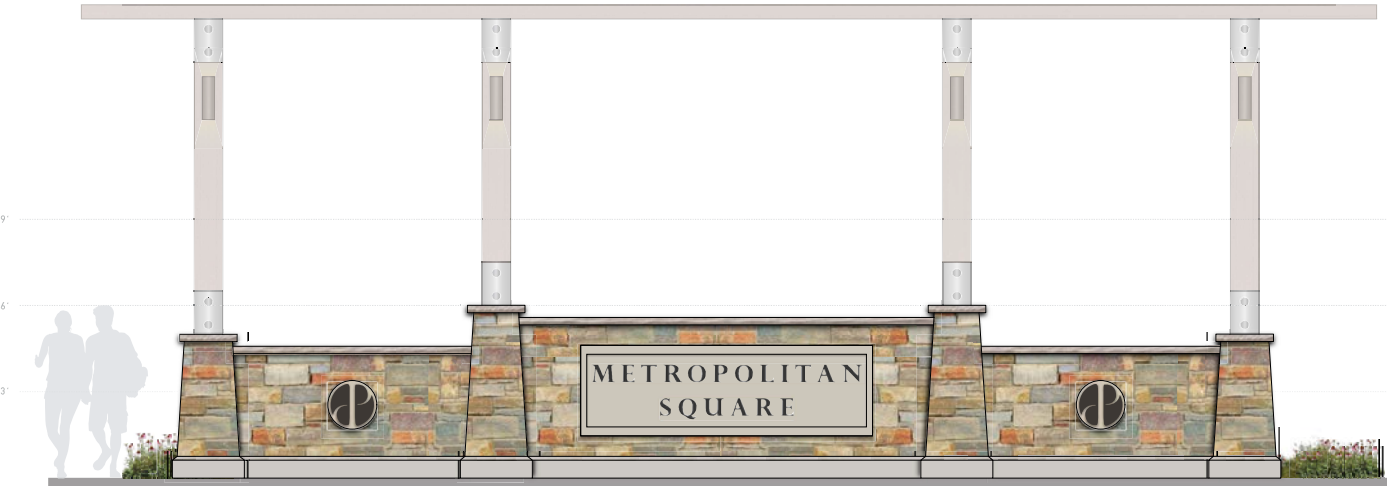
I SEATWALL OR TIERED SEATING

J ROUND SEATING ELEMENTS

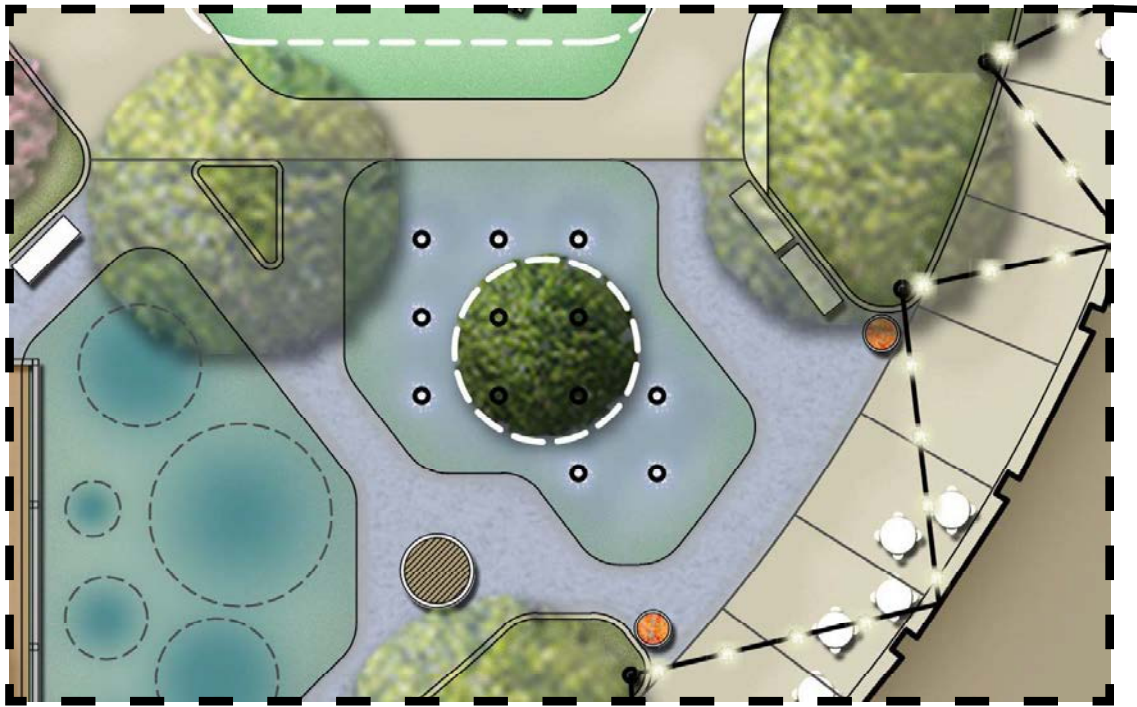
K SPECIAL PAVING

L MOUNDED PLAY AREA

M MOVABLE PLANTERS



FEATURE WALL AND COLUMNS WITH OVERHEAD STRUCTURE



VILLAGE CHRISTMAS TREE LOCATION

METROPOLITAN SQUARE

METROPOLITAN SQUARE CONCEPT PLAN

DES PLAINES, ILLINOIS

Attachment 1



SCALE: 1"=50'
0 25' 50' 100' NORTH

APRIL 19, 2022

THE
LAKOTA
GROUP.



MASONRY TO MATCH ADJACENT STREETSCAPE



CAST IN PLACE CONCRETE SEAT WALLS



INTERACTIVE WATER FEATURE



MOVABLE PLANTERS



SHADE STRUCTURE ON RAISED PLATFORM



SHADE SAILS ON WIRE TENSION SYSTEM



OVERHEAD FESTIVAL LIGHTING



REMOVABLE BOLLARDS



CAFE TABLES



SYNTHETIC TURF WITH SEATING ELEMENTS



ROUND SEATING ELEMENTS



BENCHES



SCULPTURAL CHILDREN'S PLAY AREA

METROPOLITAN SQUARE

METROPOLITAN SQUARE CHARACTER IMAGES

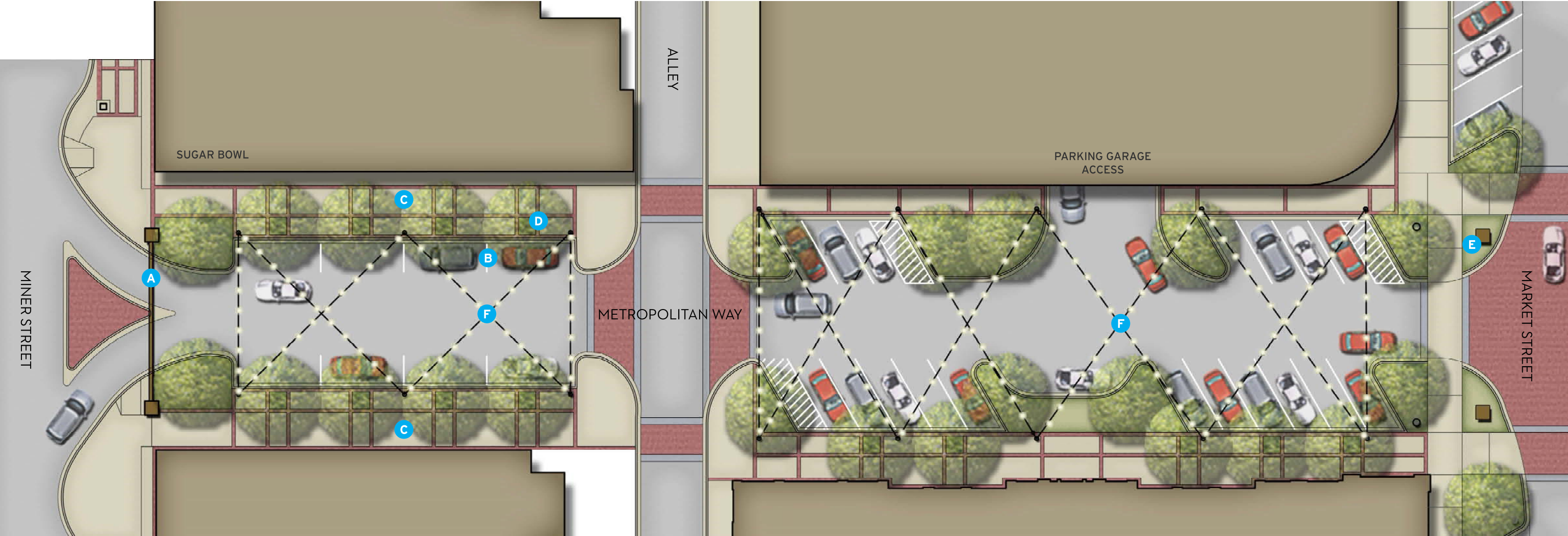
DES PLAINES, ILLINOIS

Attachment 1

APRIL 19, 2022

THE
LAKOTA
GROUP.

Page 5 of 7



LEGEND

- A** EXISTING ARCH & SIGNAGE
- B** RECONFIGURED PARKING SPACES
- C** WIDENED SIDEWALKS WITH CAFE TABLES
- D** TREES IN GRATES
- E** MASONRY PIER/VERTICAL ELEMENT
- F** CATENARY LIGHTS



WIDENED SIDEWALK WITH OUTDOOR DINING AND TREES IN GRATES



MASONRY PIER/VERTICAL ELEMENT WITH LIGHTING



CATENARY LIGHTS

METROPOLITAN SQUARE

METROPOLITAN WAY CONCEPT PLAN

DES PLAINES, ILLINOIS

Attachment 1

SCALE: 1"=50'
0 25' 50' 100' NORTH

APRIL 19, 2022

THE
LAKOTA
GROUP.

Potential Costs

Metropolitan Square Concepts

TOTAL	\$4,700,000 - \$4,900,000
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Metropolitan Way

TOTAL	\$1,550,000 - \$1,950,000	



FINANCE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: April 20, 2022
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-91-22, May 2, 2022 Warrant Register

A handwritten signature in blue ink, appearing to be 'D.W.', is located to the right of the 'To' and 'From' lines.

Recommendation: I recommend that the City Council approve the May 2, 2022 Warrant Register Resolution R-91-22.

Warrant Register.....\$2,930,772.07

Estimated General Fund Balance

Balance as of 02/28/2022: \$26,425,087

Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-91-22

Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.

May 2, 2022

City of Des Plaines

Warrant Register 05/02/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
1	4210	Personal Property Replacement Tax	4999 Des Plaines Public Library	1st Qtr 2022	PPRT Allocation 1st Qtr 2022	23,247.00
Total 00 - Non Departmental						23,247.00

Elected Office						
Division: 110 - Legislative						
2	6000	Professional Services	8452 Anderson Legislative Consulting LTD	04-2022	Lobbyist Services - April 2021 - R-130-21	5,420.00
3	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3592	Lobbyist Services - March 2022 - R-131-21	5,000.00
Total 110 - Legislative						10,420.00

Division: 120 - City Clerk						
4	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001336527	Shredding Services 03/04-04/01/2022	92.96
5	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041022	Water Delivered 03/31/2022	8.00
Total 120 - City Clerk						100.96

Total 10 - Elected Office					10,520.96
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City Administration						
Division: 210 - City Manager						
6	6005	Legal Fees	8133 Elrod Friedman LLP	7933	3-22 Non-Retainer Matters	4,879.50
7	6005	Legal Fees	8133 Elrod Friedman LLP	7937	3-22 Non-Retainer Matters	3,013.00
8	6005	Legal Fees	8133 Elrod Friedman LLP	7945	3-22 Non-Retainer Litigation	598.50
9	6005	Legal Fees	8133 Elrod Friedman LLP	MAR 2022 RET	March 2022 Retainer	18,500.00
10	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-07	Administrative Hearings April 5 and April 7, 2022	470.00
11	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	15181	Labor & Employment Legal Fees March 2022	7,925.00
12	7000	Office Supplies	1644 Warehouse Direct Inc	5209959-0	Copy Paper and Folder Organizers	106.74
13	7000	Office Supplies	1644 Warehouse Direct Inc	5209959-1	1 Box of Coffee Stirrers	3.63
14	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041022	Water Delivered 03/31/2022	70.90
Total 210 - City Manager						35,567.27

Division: 230 - Information Technology						
15	6300	R&M Software	5068 IT Savvy LLC	01336734	VMWare License Renewal 03/30/2022-03/29/2023	3,419.24
16	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009005607-0	Server Maint Contract 05/01- 05/31/2022	64.00

City of Des Plaines

Warrant Register 05/02/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
17	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041022	Water Delivered 03/31/2022	52.92
18	7320	Equipment < \$5,000	1026 CDW LLC	T982660	6 Tripp Patch Cables	184.81
19	7320	Equipment < \$5,000	1026 CDW LLC	V113827	10 Sierra Power Adapters	197.40
20	7320	Equipment < \$5,000	1026 CDW LLC	V123380	5 Tripp Patch Cables	161.10
21	7320	Equipment < \$5,000	1026 CDW LLC	V195153	5 Tripp Fiber Cables	190.75
22	7320	Equipment < \$5,000	1026 CDW LLC	V594559	5 Tripp Patch Cables	220.40
Total 230 - Information Technology						4,490.62

Division: 240 - Media Services						
23	6305	R&M Equipment	1032 Comcast	22111	Cost to Run Cable to New Control Room 03/30/2022	1,233.73
Total 240 - Media Services						1,233.73

Division: 250 - Human Resources						
24	5340	Pre-Employment Testing	1267 Northwest Community Hospital	26573	3 Pre-Employment Tests 02/03/2022 - 02/24/2022	390.00
25	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	347348	9 Pre-Employment Background Screenings 2/28 - 3/23/2022	534.23
26	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3490	Jr. Accounting Specialist Job Ad 3/30-4/22/2022	50.00
27	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001336527	Shredding Services 03/04-04/01/2022	92.96
28	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041022	Water Delivered 03/31/2022	2.00
Total 250 - Human Resources						1,069.19

Total 20 - City Administration						42,360.81
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Department: 30 - Finance						
29	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001336527	Shredding Services 03/04-04/01/2022	92.96
30	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041022	Water Delivered 03/31/2022	87.39
31	7500	Postage & Parcel	1041 Federal Express	7-699-86500	Delivery Service 03/17/2022	16.32
Total 30 - Finance						196.67

Community Development						
Division: 410 - Building & Code Enforcement						
32	6000	Professional Services	3337 HR Green Inc	150264	Plan Review & Inspections 01/01/22 - 01/31/22	1,985.00
33	6000	Professional Services	3337 HR Green Inc	150960	Plan Review & Inspections 02/01/22 - 02/28/22	2,384.00
34	6000	Professional Services	8304 TPI Building Code Consultants Inc	202201	Plan Review & Inspections (Health) January 2022	1,870.00
35	6000	Professional Services	8304 TPI Building Code Consultants Inc	202202	Plan Review & Inspections (Health) February 2022	3,555.00
36	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP72268	99 Elevator Inspections 02/01/22 - 03/31/22	1,272.00

City of Des Plaines

Warrant Register 05/02/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
37	6005	Legal Fees	8133 Elrod Friedman LLP	7926	3-22 Non-Retainer Matters	160.00
38	6005	Legal Fees	8133 Elrod Friedman LLP	7934	3-22 Non-Retainer Matters	114.00
39	6005	Legal Fees	8133 Elrod Friedman LLP	7935	3-22 Non-Retainer Matters	11,568.50
40	6005	Legal Fees	8133 Elrod Friedman LLP	7936	3-22 Non-Retainer Matters	171.00
41	6025	Administrative Services	7961 BridgePay Network Solutions LLC	9729	Utility Web & Business License Transaction Fee for March 2022	2.20
42	6100	Publication of Notices	1050 Journal & Topics Newspapers	187595	Legal Notice Tall Grass & Weeds Published 4/6/22	190.41
43	7000	Office Supplies	1644 Warehouse Direct Inc	5207410-0	6 Cases of Paper	296.75
44	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041022	Water Delivered 03/31/2022	110.37
45	7200	Other Supplies	1644 Warehouse Direct Inc	5205176-0	6 Packs of Cups	37.14
46	7200	Other Supplies	1644 Warehouse Direct Inc	C5203470-0	Retuned 1 Case Foam Cups	(66.63)
47	7500	Postage & Parcel	1041 Federal Express	7-707-83705	Express Shipping Charge 03/22/2022	19.46
Total 410 - Building & Code Enforcement						23,669.20

Division: 420 - Planning & Zoning						
48	6000	Professional Services	2436 Haeger Engineering LLC	88935	Land Title Survey Services for 1670 Prospect 03/22-04/04/2022	1,750.00
49	6005	Legal Fees	8133 Elrod Friedman LLP	7925	3-22 Non-Retainer Matters	160.00
50	6005	Legal Fees	8133 Elrod Friedman LLP	7932	3-22 Non-Retainer Matters	171.00
Total 420 - Planning & Zoning						2,081.00

Total 40 - Community Development						25,750.20
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Public Works & Engineering						
Division: 100 - Administration						
51	6300	R&M Software	6646 Tracker Software Corporation	303-014	PubWorks Annual Support & Maintenance - 05/01/22-04/30/2023	11,095.26
52	7000	Office Supplies	1644 Warehouse Direct Inc	5210531-0	1 Box of Manilla Folders	6.57
Total 100 - Administration						11,101.83

Division: 520 - Geographic Information Systems						
53	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6066	R-26-22 Geographic Information System Support 3/01 - 3/31/2022	17,853.83
Total 520 - Geographic Information Systems						17,853.83

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 530 - Street Maintenance						
54	6175	Tree Plantings	5364 Conserv FS Inc	65134681	300 Tree Gator Bags - Tree Planting - 04/07/2022	4,545.00
55	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	220416	TIF 1 Landscape Maintenance - 03/31/2022	2,403.33
56	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	221129	Spring Cleanup - City Owned Greenspace - 03/31/2022, R-27-21	3,899.65
57	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS439278	Street Sweeping & Pervious Alley Vacuum - 03/31/2022, R-188-21	17,792.55
58	6325	R&M Street Lights	1044 H&H Electric Co	38666	Streetlight Repairs - Various Locations - 02/14/2022, R-29-22	4,004.82
59	6325	R&M Street Lights	1044 H&H Electric Co	38778	Traffic Signal Repair - Casino Entrance - 02/21/2022	736.14
60	6325	R&M Street Lights	1044 H&H Electric Co	38779	Traffic Signal Repair - Casino Entrance - 02/22/2022	613.46
61	6325	R&M Street Lights	1044 H&H Electric Co	38780	Streetlight Repair - 8th Ave & Golf Rd - 02/24 & 03/02/2022	1,324.00
62	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	96100	Tarp Strap, Nut Drivers, Socket Holder, Joint Pliers	104.53
63	7035	Supplies - Equipment R&M	1057 Menard Incorporated	96477	USB Port - Message Board	3.99
64	7050	Supplies - Streetscape	1516 Arthur Clesen Inc	367642	2 - 50 Lb Bags Grass Seed - Parkway Restorations - 04/28/2022	400.00
65	7050	Supplies - Streetscape	1057 Menard Incorporated	96436	Concrete for Mailbox Repair on Seminary Avenue	6.99
66	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10425499	3.0 Cu Yds Top Soil - Snow Plow Damage - 03/30/2022	96.00
67	7055	Supplies - Street R&M	1702 Diamond Paint & Home Center LLC	220000010427	Graffiti Paint - Golf Rd Overpass	49.95
68	7055	Supplies - Street R&M	8547 Healy Asphalt Company LLC	30689	2.36 Tons Asphalt - Potholes - 03/28/2022	339.84
69	7055	Supplies - Street R&M	1174 3M Company	9415904352	3 Rolls Reflective Sheeting - Sign Fabrication	1,763.25
70	7055	Supplies - Street R&M	1057 Menard Incorporated	96047	2 Rolls Stretch Wrap - Electronics Recycling	41.98
71	7055	Supplies - Street R&M	1057 Menard Incorporated	96502	Paint Brush, Paint, Primer - Graffiti Removal	275.86
Total 530 - Street Maintenance						38,401.34

Division: 535 - Facilities & Grounds Maintenance						
72	6115	Licensing/Titles	3874 Serpe, Dave	Reimb 04/01/2022	CDL License - Facilities Foreman - Exp 06/30/2022	30.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
73	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	30114	Custodial Services - 7 Buildings - April 2022	8,240.00
74	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	04-2048	Exterior Pest Control - City Hall - 04/01/2022	80.00
75	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	04-2049	Interior Pest Control - City Hall & Police Station - 04/01/2022	193.00
76	6195	Miscellaneous Contractual Services	8424 Fink Safe & Lock Company	30781	Reset Combo on Mosler Vault Door - Service Call 04/12/2022	188.00
77	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4115031042	Mat Service - Metra Train Station - 03/30/2022	35.00
78	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4115720342	Mat Service - Metra Train Station - 04/06/2022	35.00
79	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4115720365	Mat Service - Police Station - 04/06/2022	122.24
80	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902401927	Drain Maintenance Program 04/08/2022-City Hall & Police Station	112.55
81	6195	Miscellaneous Contractual Services	1311 Hill/Ahern Fire Protection LLC	9464	Sprinkler Inspections - City Hall, Metro, Library-11/01-11/03/21	1,022.50
82	6195	Miscellaneous Contractual Services	1311 Hill/Ahern Fire Protection LLC	9465	Sprinkler Inspections - PW & Fire Station #63 - 11/01/2021	1,015.00
83	6195	Miscellaneous Contractual Services	1311 Hill/Ahern Fire Protection LLC	9466	Sprinkler Inspections - Police Station & History - 11/01/2021	500.00
84	6315	R&M Buildings & Structures	5982 Mr Duct Inc	00074344	Duct Cleaning - Fire Station #62 - 03/31/2022	695.00
85	6315	R&M Buildings & Structures	5982 Mr Duct Inc	00074353	Duct Cleaning - Fire Station #63 - 03/31/2022	1,235.00
86	6315	R&M Buildings & Structures	1025 Bedco Inc	097597	Unit Heater Service Call - Fire Station #63 - 12/07/2021	115.00
87	6315	R&M Buildings & Structures	1025 Bedco Inc	097674	Preventative Maintenance - PW Gun Range - 02/03/2022	120.00
88	6315	R&M Buildings & Structures	1025 Bedco Inc	097744	Mechanical Service Contract - 03/11/2022	637.50
89	6315	R&M Buildings & Structures	1025 Bedco Inc	097744	Mechanical Service Contract - 03/11/2022	637.50
90	6315	R&M Buildings & Structures	1025 Bedco Inc	097769	3-Ton HVAC Split Sys Install PW Crew Leader Office - 03/10/2022	8,427.75
91	6315	R&M Buildings & Structures	1025 Bedco Inc	097777	Service Call - Food Pantry - 03/31/2022	180.00
92	6315	R&M Buildings & Structures	1025 Bedco Inc	097778	Preventative Maintenance - PW Gun Range - 04/04/2022	404.55

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
93	6315	R&M Buildings & Structures	1025 Bedco Inc	097791	Mechanical Service Contract - 04/07/2022	637.50
94	6315	R&M Buildings & Structures	1025 Bedco Inc	097791	Mechanical Service Contract - 04/07/2022	637.50
95	6315	R&M Buildings & Structures	8575 Olsen Tuckpointing Company	21342	Install Two Masonry Openings - PW - 04/07/2022	7,550.00
96	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-55486-W1G9	April 2022 Elevator Inspections	1,400.00
97	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-56167-B4M7	5-Year Annual Elevator Testing - City Hall - 04/01/2022	4,825.00
98	7000	Office Supplies	1644 Warehouse Direct Inc	5209978-0	Note Pads - PW	10.27
99	7025	Supplies - Custodial	1029 Cintas Corporation	4115030986	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	143.87
100	7025	Supplies - Custodial	1029 Cintas Corporation	4115720356	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	254.45
101	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6452852	Saw Blades - City Hall	32.80
102	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	95688	Hole Saw & Utility Blades	30.97
103	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0431107	Cover Base Adhesive, Sanding Discs, Etc. - Police Station	58.07
104	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0452911	Self Leveling Sealant - Fire Station #62	11.28
105	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0452915	Concrete Grinding Wheel - Fire Station #62	61.57
106	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	1030-1	Black Door Paint - City Hall	61.31
107	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1089581	6 Keys Cut - Fire Station #61	147.60
108	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1895	4 Washers - Fire Station #62	3.00
109	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1912	Wood Screws - Library	8.63
110	7045	Supplies - Building R&M	2480 Just Faucets	200836	Faucet Parts - Fire Station #62	25.15
111	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2022386	Wood & Screws - Library	30.02
112	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2022417	Nitrile Gloves & Exit Sign - City Hall	77.44
113	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2807424	Mixing Valve	182.66
114	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3054469	Dummy Knobs, Tool Strap, & Wood Filler - PW	25.40
115	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3452895	Cabinet Handles & Gloves - PW	31.11
116	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4021121	Wall Base, Wall Base Adhesive, Caulk Gun, Nozzles - City Hall	226.08

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
117	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5020943	Shims & Corner Brace - PW Crew Leader Office	18.24
118	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6452922	Epoxy, Epoxy Clear Coat, Gloves - Fire Station #62	140.86
119	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	7175-3	25 Gals Paint - City Hall	195.90
120	7045	Supplies - Building R&M	1043 WW Grainger Inc	9267398643	Plumbing Parts - Police Station Women's Washroom	168.32
121	7045	Supplies - Building R&M	1057 Menard Incorporated	95451	Joint Tape, Sand, & Pail - City Hall	42.48
122	7045	Supplies - Building R&M	1057 Menard Incorporated	95456	5 Lights - Fire Station #61	111.86
123	7045	Supplies - Building R&M	1057 Menard Incorporated	95583	Drop Cloth, Sealer, Pail, Frog Tape, & Tape - City Hall	119.68
124	7045	Supplies - Building R&M	1057 Menard Incorporated	95589	Door Stop - Police Station	10.99
125	7045	Supplies - Building R&M	1057 Menard Incorporated	95750	Shims, Wood Zinc, Tapcon, Connector, Etc. - PW Crew Leader Office	106.04
126	7045	Supplies - Building R&M	1057 Menard Incorporated	95937	5 Metal Corner Beads & Concrete Screw Anchors	34.65
127	7045	Supplies - Building R&M	1057 Menard Incorporated	96278	Wall Base Adhesive for New Crew Leader Room	19.88
128	7045	Supplies - Building R&M	1057 Menard Incorporated	96374	Thermostat, Joint Compound, & Corner Bead - Police Station	34.07
129	7045	Supplies - Building R&M	1057 Menard Incorporated	96382	Concrete & Concrete Bonding - Fire Station #62	26.77
130	7045	Supplies - Building R&M	1057 Menard Incorporated	96449	Pipe Insulation & Pipe Tape - PW	31.76
131	7045	Supplies - Building R&M	1057 Menard Incorporated	96487	LED Lights - Metra Train Station	54.98
132	7045	Supplies - Building R&M	1057 Menard Incorporated	96494	Returned LED Lights - Metra Train Station	(54.98)
133	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/055793	Screw Connector & Bushings - City Hall	2.80
134	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/055797	17 Circuit Breakers & 5 Handle Ties - City Hall 2nd Floor	440.81
135	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/055929	Battery for EM Light at History Center	21.45
136	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/055985	Dimmer Switch - City Hall Finance	75.00
137	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/056016	Offset CVR - PW Crew Leader Office	5.63
138	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/056196	T-Bar Hanger & Exit Sign - City Hall Chambers	38.08

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
139	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/056197	8 Circuit Breakers & Handle Tie - PW Crew Leaders Office	197.32
Total 535 - Facilities & Grounds Maintenance						42,339.86

Division: 540 - Vehicle Maintenance						
140	6135	Rentals	1029 Cintas Corporation	4115004860	Mechanic's Uniform Rental - 03/30/2022	172.88
141	6135	Rentals	1029 Cintas Corporation	4115695657	Mechanic's Uniform Rental - 04/06/2022	172.88
142	6195	Miscellaneous Contractual Services	8584 James Drive Safety Lane LLC	4533	Vehicle Inspection March 2022	125.80
143	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	30752	Fuel Nozzle Repair & Purchase - PW 5PW3 - 03/29/2022	529.75
144	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	30753	Fuel Nozzle Repair & Purchase - PW 5PW3 - 04/07/2022	946.50
145	6305	R&M Equipment	1088 Atlas Bobcat LLC	722501	Vehicle Repair & Maintenance - PW 5011 - 02/09/2022	1,904.86
146	6305	R&M Equipment	1346 Lorchem Technologies Inc	75671	Pressure Washer Repair - PW 5PW1 - 03/22/2022	1,671.37
147	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	22221	Four Wheel Alignment 04/04/2022 - Police 6081	130.00
148	7000	Office Supplies	1644 Warehouse Direct Inc	5208684-0	Batteries, Pens, Tape, Pads, Mailing Pads & Copy Paper - PW	109.20
149	7000	Office Supplies	1644 Warehouse Direct Inc	C5208684-0	Returned Note Pads - PW	(9.11)
150	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	823206	Air Couplers - PW Equipment	80.76
151	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	823531	Returned Fuel Nozzle - PW 5PW3	(87.57)
152	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9261125695	Fuel Nozzle - PW 5PW3	88.81
153	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9263369630	Returned Fuel Nozzle - PW 5PW3	(88.81)
154	7035	Supplies - Equipment R&M	1103 Casey Equipment Co	P05218	8 Spraying Nozzles - PW 5106	151.04
155	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_249224	Air Dump Valves & Brass Fittings - Fire 7707	340.38
156	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_250746	Air Valve & Fittings - Fire 7707	287.20
157	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0266168	Brake Pads, Rotors, & Filters - Police Stock	1,119.80
158	7040	Supplies - Vehicle R&M	1045 Havey Communications	11477	6 COAX Connectors - Fire 7522	40.20
159	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133533987	Windshield Washer Solvent & Motor Oil - Police Stock	876.09

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
160	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	23726	4 License Plate Lights & 2 Door Latches - Fire 7707	396.01
161	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280132072	2 Steer Tires - Fire 7801	1,490.00
162	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1285987	2 Control Arms - Police 6081	225.58
163	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1285989	Control Arm - Police 6089	112.79
164	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	524756P	Insulator & Shield - Police 6099	217.34
165	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	524991P	Housing, Insulator, Bracket - Police 6029, Police Stock	510.36
166	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	525323P	Water Pump, Gaskets, Seals, & Bolts - Police 6073	319.40
167	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	525324P	Bolts - Police 6073	4.00
168	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	525503P	Alternator, Belt, & Tensioner - Police 6075	474.33
169	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	823652	Front Caliper - Police 6075	6.33
170	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	823753	2 Air Filters - PW Stock	70.57
171	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	823754	Diesel Exhaust Fluid - PW Stock	227.10
172	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	823800	Returned Brake Caliper Housing - Police 6075	(6.33)
173	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P15432	3 Toe Links - Fire 7801	649.83
174	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P15492	Cab Jack Pump - Fire 7801	988.36
175	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P15493	Torsion Bar Kits - Fire 7801	785.95
176	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101062724:01	Filters & Air Bag - Fire 7703	230.51
177	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101062724:02	Air Bag - Fire 7703	167.93
178	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101062724:03	3 Rocker Switches - Fire 7703	86.67
179	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101062836:01	4 Retaining Cables & Air Tank - PW 5091	342.63
180	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101066436:01	Exhaust Parts - PW 5099	600.94
181	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101066815:01	Coolant Tube Assembly - PW 5092	183.84
182	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101066815:02	6 Dump Valves - Fire Stock	153.18
183	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101066823:01	Coolant Tube Assembly - PW Stock	183.84
184	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101066990:01	Coolant Line - Fire 7607	90.73

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
185	7120	Gasoline	8331 Avalon Petroleum Company Inc	580472	5,002 Gals Gasoline - 03/30/2022	13,151.80
186	7120	Gasoline	7349 Wex Inc	79937330	Fuel Purchases - March 2022	2,462.85
187	7130	Diesel	8331 Avalon Petroleum Company Inc	029573	2,000 Gals Bio Diesel Fuel - 03/30/2022, R-163-20	5,445.00
188	7130	Diesel	7349 Wex Inc	79937330	Fuel Purchases - March 2022	976.67
Total 540 - Vehicle Maintenance						39,110.24

Total 50 - Public Works & Engineering	148,807.10
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Police Department						
Division: 100 - Administration						
189	5310	Membership Dues	1522 IL Association of Chiefs of Police	10645	Membership Dues Jan-Dec 2022 (Chief)	265.00
Total 100 - Administration						265.00

Division: 610 - Uniformed Patrol						
190	5325	Training	1261 Northeast Multiregional Training	301181	Vortex II Vehicle Ops and Rescue 3/29-3/30/2022 (1 Ofc)	425.00
191	7300	Uniforms	1489 JG Uniforms Inc	96783	Uniforms- Ballistic Vest Cover-New Officer	177.00
192	7300	Uniforms	1489 JG Uniforms Inc	96785	Uniforms- Ballistic Vest Cover-New Officer	177.00
Total 610 - Uniformed Patrol						779.00

Division: 620 - Criminal Investigation						
193	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	03248886	Investigations Database 2/26-3/25/2022	293.32
194	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20220331	Investigations Database 3/1-3/31/2022	287.95
195	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	846175615	Investigations Database 3/1-3/31/2022	333.87
196	7300	Uniforms	5705 Artistic Engraving	18469	Detective Star (1)	116.67
Total 620 - Criminal Investigation						1,031.81

Division: 630 - Support Services						
197	5325	Training	1510 Northwest Police Academy	1016042	Safe-T Act Training Conf. 1 Sgt, 1 Ofc. 4/7/2022	50.00
198	6000	Professional Services	8389 Clarity One Solutions	022022	Multiple Citizen Complaint Investigation February 2022	6,500.00
199	6000	Professional Services	5975 Aero Removals Trisons Inc	21568-ACR	Removal and Transport of 2 Deceased March 2022	950.00
200	6110	Printing Services	1233 Press Tech Inc	49245	1 Box of Business Cards 3/31/2022	25.00
201	6110	Printing Services	1142 Copyset Printing Company	60113	Police Notice Stickers (500) 11/19/2021	140.00
202	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	3/1/2022	February 2022 Towing Services (2)	80.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
203	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	110273	Battery Booster Rental 2nd Quarter 2022	84.00
204	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001336527	Shredding Services 03/04-04/01/2022	464.92
205	6300	R&M Software	6695 Finalcover LLC	CS1601094	Video Redaction Software Maint 03/22/2022-03/22/2023	2,586.00
206	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-21171	Service Agreement Reattach Rubber Ballistic Tile 3/31/2022	375.00
207	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-22016-3	2022 Service Agreement for Range Cleaning and Maintenance March	635.91
208	7000	Office Supplies	1644 Warehouse Direct Inc	5209932-0	Mesh Desk-Top Shelf	25.28
209	7000	Office Supplies	1644 Warehouse Direct Inc	5215544-0	Pens, Markers, Note Pads	59.18
210	7015	Supplies - Police Range	2883 Law Enforcement Targets Inc	0535816-IN	Skill Builder Targets (1 Case)	386.27
211	7200	Other Supplies	4177 Uline Inc	147211332	1 Carton of Prisoner Property Bags	82.60
212	7310	Publications	1683 Thomson Reuters	846200928	2021 Criminal Law and Procedure Books (2)	414.00
Total 630 - Support Services						12,858.16

Total 60 - Police Department	14,933.97
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Fire Department						
Division: 100 - Administration						
213	7300	Uniforms	3212 On Time Embroidery Inc	99827	Tactical Fleece - Deputy Chief	124.00
Total 100 - Administration						124.00

Division: 710 - Emergency Services						
214	5325	Training	8609 Dive Right In Scuba	177617	Underwater Extrication Training -1 Engr, 1 Para 11/2-11/3/2021	700.00
215	5325	Training	1252 NIPSTA	35276096	Rope Rescue-03/07/22-03/10/22 - Lieutenant	1,100.00
216	5325	Training	1252 NIPSTA	35948620	Instructor II - 05/16/22-05/20/22 - Paramedic	500.00
217	5325	Training	1252 NIPSTA	36127204	Confined Space Technician-10/03/22-10/06/22 - Paramedic	1,100.00
218	5345	Post-Employment Testing	1267 Northwest Community Hospital	CR MR 01/05/2022	Taking Credit for Individual Double Billed on Inv 26401 & 26025	(344.00)
219	6035	Dispatch Services	5973 Emergency Twenty Four Inc	47692	Elevator Alarm Dispatch - March 2022	2,129.00
220	6305	R&M Equipment	1676 Bill's Power Equipment Repair	0072296	Snowblower Repair and Parts 04/08/22 - Station 62	285.73

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
221	6305	R&M Equipment	1148 WS Darley & Co	17457816 Battle Fogger Repair 02/21/22	186.34
222	6305	R&M Equipment	1148 WS Darley & Co	17457817 Battle Fogger Repair 02/21/22	233.09
223	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1893 1 Pack Screws, 10 Fasteners - Station 62	29.89
224	7200	Other Supplies	3297 Bound Tree Medical LLC	84463184 1 Soft Stretcher	222.99
225	7200	Other Supplies	1571 Welding Industrial Supply	R02857097 16 Cylinders, 1 Balloon Filler - March 2022	177.99
226	7300	Uniforms	3212 On Time Embroidery Inc	90895 4 T-Shirts - Engineer	36.00
227	7300	Uniforms	3212 On Time Embroidery Inc	92033 3 T-Shirts - Paramedic	33.00
228	7300	Uniforms	3212 On Time Embroidery Inc	98604 Tactical Fleece - Paramedic	119.00
229	7300	Uniforms	3212 On Time Embroidery Inc	99124 Baseball Cap, 2 Polos, Job Shirt, 5 T-Shirts, Etc. - Lieutenant	303.00
230	7300	Uniforms	3212 On Time Embroidery Inc	99248 4 Station Cargo Pants, 5 T- Shirts - Paramedic	331.00
231	7300	Uniforms	3212 On Time Embroidery Inc	99819 3 T-Shirts, 2 Trousers, Leather Belt - Paramedic	214.00
232	7300	Uniforms	3212 On Time Embroidery Inc	99820 Tactical Fleece - Paramedic	119.00
233	7300	Uniforms	3212 On Time Embroidery Inc	99821 Alterations- Battalion Chief	54.00
234	7300	Uniforms	3212 On Time Embroidery Inc	99822 8 T-Shirts - Paramedic	100.00
235	7300	Uniforms	3212 On Time Embroidery Inc	99823 2 Name Patches for Responder Jacket - Battalion Chief	28.00
236	7300	Uniforms	3212 On Time Embroidery Inc	99824 4 T-Shirts, Leather Belt, Pocketed Shorts - Paramedic	94.00
237	7300	Uniforms	3212 On Time Embroidery Inc	99825 1/4 Zip Job Shirt - Battalion Chief	72.00
238	7300	Uniforms	3212 On Time Embroidery Inc	99826 2 S/S Polos - Paramedic	108.00
239	7300	Uniforms	3212 On Time Embroidery Inc	99829 1/4 Zip Job Shirt - Paramedic	78.00
240	7320	Equipment < \$5,000	8616 Conway Shield Inc	0489871 12 Gold Leaf Shields-Div. Chief, Dep. Chief, Chief, Batt. Chief	1,285.00
241	7320	Equipment < \$5,000	1148 WS Darley & Co	17460808 1 Pair Dex-Pro Gloves	114.26
242	7320	Equipment < \$5,000	1080 Air One Equipment Inc	179449 2 White, 2 Red, 3 Black Cairns Helmets	2,110.00
243	7320	Equipment < \$5,000	1080 Air One Equipment Inc	179572 5 Multi Carry Straps with Snap Hooks	256.00
Total 710 - Emergency Services					11,775.29

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 720 - Fire Prevention					
244	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041022 Water Delivered 03/31/2022	33.43
245	7300	Uniforms	3212 On Time Embroidery Inc	99828 2 S/S Polos - Inspector	96.00
Total 720 - Fire Prevention					129.43

Total 70 - Fire Department	12,028.72
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Department: 75 - Fire & Police Commission					
246	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	7944 3-22 Non-Retainer Matters	3,540.50
Total 75 - Fire & Police Commission					3,540.50

Department: 90 - Overhead					
247	6015	Communication Services	8536 Peerless Network Inc	510991 Communications Services 04/15-05/14/2022	35,221.40
248	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	254636 Collections for Services March 2022 - Ambulance Fees	10,847.18
249	6140	Leases	3827 Pitney Bowes Inc	3105446251 Mailing Machine Lease 03/30-06/29/2022	1,032.72
Total 90 - Overhead					47,101.30

Total 100 - General Fund	328,487.23
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Fund: 207 - TIF #7 Mannheim/Higgins South					
250	6000	Professional Services	1332 Kane McKenna & Associates	18476 Research Analysis TIF 7 02/18/22 - 02/21/22	437.50
Total 207 - TIF #7 Mannheim/Higgins South					437.50

Fund: 208 - TIF #8 Oakton					
251	6000	Professional Services	8133 Elrod Friedman LLP	7930 3-22 Non-Retainer Matters	161.00
Total 208 - TIF #8 Oakton					161.00

Fund: 230 - Motor Fuel Tax Fund					
252	6000	Professional Services	7904 O'Brien & Associates Inc	113176 CIP Geotechnical Pavement Investigation Svcs March 2022	12,900.00
253	7160	Ice Control	6461 Compass Minerals America Inc	980805 Bulk Rock Salt - 03/29/2022	4,659.17
Total 230 - Motor Fuel Tax Fund					17,559.17

Fund: 240 - CDBG Fund					
254	6560	Subsidy - Shared Housing & Homeless Prevention	1169 Center of Concern	0408DP2Q Homeless Prevention & Housing Counseling B-21 1/1/22 - 3/31/22	2,229.75

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
255	6563	Subsidy - Senior Housing and Supportive Services	1169 Center of Concern	0408225	Senior Housing & Support Services B21 01/01/22 - 03/31/22
Total 240 - CDBG Fund					3,903.25

Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
256	6000	Professional Services	1123 Christopher B Burke Engineering LTD	173490	R-157-21 Engineering Svcs for Area #4 Flood Imp. Proj 2/27-3/26/22
257	6000	Professional Services	1123 Christopher B Burke Engineering LTD	173491	R-184-21 Task Order 7 Professional Engineering Svcs 2/27-3/26/22
258	6000	Professional Services	1562 Wisconsin Central LTD	91623681	R-132-21 Rand Rd Sidepath - ITEP Construction 1/03 - 3/07/2022
259	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	190477-0L60001	Legal Fees-Ballard Rd Sidepath-2520 Ballard Rd 12/01 -12/29-2021
260	6005	Legal Fees	8169 Burke, Warren, MacKay & Serritella PC	255604-0M70009	Legal Fees-Rand Rd Sidepath-1507 Rand Rd 11/29-12/03/2021
261	6005	Legal Fees	8133 Elrod Friedman LLP	7921	3-22 Non-Retainer IEMA & FEMA Review Phase 5
Total 2520 - Capital Grants					178,045.14

Total 250 - Grant Projects Fund					178,045.14
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Fund: 260 - Asset Seizure Fund					
262	2484	Seized/Pending Forfeit	1320 IL State Police	21-26491	Forfeiture Award
Program: 2620 - DEA					
263	7015	Supplies - Police Range	5197 Kieslers Police Supply Inc	IN187098	TRT Marksmen Ammunition 14 Cases .308 Win.
264	7300	Uniforms	1164 Uniform Den East Inc	79359	TRT Uniform Blouse - Training Officer
Total 2620 - DEA					2,405.02

Program: 2640 - Forfeit					
265	6115	Licensing/Titles	1744 IL Secretary of State	1901583B-2023	Squad #17 License Plate Renewal 2023
Total 2640 - Forfeit					151.00

Total 260 - Asset Seizure Fund					10,489.02
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Fund: 420 - IT Replacement Fund					
266	6140	Leases	5109 Konica Minolta Premier Finance	5019457554	Konica Minolta Lease 04/21-05/20/2022

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
267	8005	Computer Hardware	1322 Insight Public Sector	1100918195	2 Ubiquiti Switches for 1st Floor	2,879.90
Total 420 - IT Replacement Fund						10,184.08

Fund: 430 - Facilities Replacement Fund						
268	6315	R&M Buildings & Structures	1025 Bedco Inc	097768	Leak Check on Second Floor AC Units at City Hall 03/21/2022	2,367.10
269	6315	R&M Buildings & Structures	1187 Scharm Floor Covering	15875	Installation of VCT Tile in Media Room on 2nd Floor 03/31/2022	1,185.00
270	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9554	Electrical Repairs City Hall 2nd Floor 3/21-22-3/25/22	2,016.00
271	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9555	3/28/22 Electrical Repair 2nd Floor AC Unit	946.00
272	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1089207	Door Handles for 2nd Floor Doors	147.40
273	7045	Supplies - Building R&M	5698 Doors Done Right Inc	12188-2	Door and Window Kit for 2nd Floor Remodel	925.00
274	7045	Supplies - Building R&M	1666 Des Plaines Glass Company	12247	Glass for Sidelights on Offices on 2nd Floor Remodel	160.00
275	7045	Supplies - Building R&M	5698 Doors Done Right Inc	12288	2 Door and Window Kit for 2nd Floor Remodel	2,300.00
276	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15873	VCT Tile for 2nd Floor Remodel	2,113.28
277	7045	Supplies - Building R&M	1187 Scharm Floor Covering	15874	VCT and Adhesive, Copper Strips for 2nd Floor Remodel	1,609.28
278	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1623162	Door Stops for 2nd Floor Remodel City Hall	14.19
279	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	1907	Thermostat Wire for 2nd Floor City Hall	4.45
280	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6023209	Hinges, Shims for 2nd Floor City Hall	74.68
281	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7024779	Casing for Around Windows on 2nd Floor	8.56
282	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9022840	Shims, 2 x 6 x 8 ' Studs	48.40
283	7045	Supplies - Building R&M	1057 Menard Incorporated	95601	Sand, Bottled Water, Safety Glasses, Adhesive, Etc. - City Hall	59.53
284	7045	Supplies - Building R&M	1057 Menard Incorporated	96296	Wire Molding for 2nd Floor	8.99
285	7045	Supplies - Building R&M	1057 Menard Incorporated	96480	Studs, Tapcons, Drywall for 2nd Floor Remodel	115.06
286	7045	Supplies - Building R&M	1057 Menard Incorporated	96603	Painting Supplies for 2nd Floor City Hall	33.66
287	7045	Supplies - Building R&M	1057 Menard Incorporated	96620	Switch Plate and 2x6 Studs	15.40
Total 430 - Facilities Replacement Fund						14,151.98

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
288	6140	Leases	1562 Wisconsin Central LTD	9500236603	Lease Water Easement 5/1/22 - 4/30/23 Doc. 3554W	475.51
289	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	201025	IEPA Testing - 03/01- 03/24/2022	853.80
290	6195	Miscellaneous Contractual Services	8584 James Drive Safety Lane LLC	4533	Vehicle Inspection March 2022	94.35
291	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9511	TO#9 Fiber Dish - EMA, PW, Howard - 11/06-11/20/2021, R-174-21	12,523.00
292	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	1788	Cord & Fasteners	19.95
293	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	1939	Adhesive	8.09
294	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	96284	Grinder Cut Blades for Water Dept	3.27
295	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027293622	Fuel Tank Brackets - PW 9031	840.00
296	7045	Supplies - Building R&M	1057 Menard Incorporated	96288	Trim & Starter Strip	30.28
297	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10425492	3 Cu Yds Top Soil & 25 Lbs Grass Seed - 03/30/2022	183.00
298	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10425513	1.5 Cu Yds Top Soil - 03/30/2022	48.00
299	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	257304-000	Hydrant Repair Parts	208.20
300	7070	Supplies - Water System Maintenance	4093 White Cap LP	50018100318	2 Sidewalk Handicap Tiles	412.54
301	7070	Supplies - Water System Maintenance	1072 Prairie Material	890428014	1.5 Cu Yds Concrete - Sidewalk Repairs - 04/01/2022	187.88
302	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Q603485	4 Repair Clamps	1,249.10
303	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	04062022	Wholesale Water Purchase - March 2022 - R-183-14	344,618.25
304	7120	Gasoline	8331 Avalon Petroleum Company Inc	580472	5,002 Gals Gasoline - 03/30/2022	2,546.18
305	7130	Diesel	8331 Avalon Petroleum Company Inc	029573	2,000 Gals Bio Diesel Fuel - 03/30/2022, R-163-20	611.34
Total 550 - Water Systems						364,912.74

Division: 560 - Sewer Systems						
306	6015	Communication Services	8536 Peerless Network Inc	510991	Communications Services 04/15-05/14/2022	198.63
307	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	194357	Weather Forecasting - April 2022	150.00
308	6195	Miscellaneous Contractual Services	8584 James Drive Safety Lane LLC	4533	Vehicle Inspection March 2022	94.35

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
309	6195	Miscellaneous Contractual Services	1562 Wisconsin Central LTD	9500236599	Storm Sewer Agent - 5/1/22 - 4/30/23 Doc. 2998-W	490.94
310	6310	R&M Vehicles	1202 Standard Equipment Co	W07732	Vactor Repairs - PW 8020 - 12/30/2021	3,759.46
311	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_248927	Flex Pipe - PW 8021	88.85
312	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027103093	Turbo S-Pipe - PW 8021	355.00
313	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027126127	Clamps, Flex Tube, Pipe Tail - PW 8021	532.38
314	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3027292231	Air Cleaner Hose - PW 8021	155.00
315	7075	Supplies - Sewer System Maintenance	8598 Ray Schramer & Company	161558	5 Manhole Adjustment Rings & Adhesive	446.85
316	7075	Supplies - Sewer System Maintenance	1162 Vollmar Clay Products Inc	186690	Offset Cone - Sewer Repair	230.00
317	7075	Supplies - Sewer System Maintenance	5214 State Industrial Products	902388626	Primezyme - City Hall	293.88
318	7075	Supplies - Sewer System Maintenance	2053 USA Bluebook	934681	ATC Alternating Relay - Columbia Lift Station	106.90
319	7075	Supplies - Sewer System Maintenance	2053 USA Bluebook	939731	Replacement Floats - Lift Stations	778.80
320	7075	Supplies - Sewer System Maintenance	1564 EJ Equipment Inc	P35625	Vactor Replacement Hose	2,224.00
321	7120	Gasoline	8331 Avalon Petroleum Company Inc	580472	5,002 Gals Gasoline - 03/30/2022	1,693.98
322	7130	Diesel	8331 Avalon Petroleum Company Inc	029573	2,000 Gals Bio Diesel Fuel - 03/30/2022, R-163-20	2,094.86
323	7200	Other Supplies	8244 Des Plaines Ace Hardware	1901	Staple Gun Staples	5.39
Total 560 - Sewer Systems						13,699.27

Division: 580 - CIP - Water/Sewer						
324	6000	Professional Services	3337 HR Green Inc	151072	Task Order #7 - Maple Street - 01/22-02/18/2022	1,852.50
325	6000	Professional Services	2506 Trotter & Associates Inc	19682	TO19 Con Phase Svcs Water Sys Sep- 01/31-02/27/2022, R-48-22	527.50
326	6000	Professional Services	1647 RJN Group Inc	35460703	TO#7 2021 MWRD Annual Report - 02/27-04/01/2022, R-18-20	2,082.50
327	6000	Professional Services	4022 M E Simpson Co Inc	38359	TO#2 Leak Detection - 02/08-02/24/2022, R-213-21	11,618.75
328	8100	Improvements	5995 Wunderlich-Malec Services Inc	19610	TO#8 Water Tower Replace PLC Howard - 02/11-04/11/2022, R-121-20	15,500.00
Total 580 - CIP - Water/Sewer						31,581.25

Total 00 - Non Departmental					410,193.26
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City of Des Plaines

Warrant Register 05/02/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
Department: 30 - Finance						
329	6025	Administrative Services	7615 Sebis Direct Inc	37671	Utility Bill Rendering Services - Drop Date 03/15/2022	1,454.05
330	6025	Administrative Services	7961 BridgePay Network Solutions LLC	9729	Utility Web & Business License Transaction Fee for March 2022	257.30
Total 30 - Finance						1,711.35

Total 500 - Water/Sewer Fund	411,904.61
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Fund: 510 - City Owned Parking Fund						
331	6015	Communication Services	8536 Peerless Network Inc	510991	Communications Services 04/15-05/14/2022	353.82
332	6015	Communication Services	8536 Peerless Network Inc	510991	Communications Services 04/15-05/14/2022	1,284.59
333	6025	Administrative Services	7960 Passport Labs Inc	INV-1029576	Mobile Pay Parking Transaction Fees March 2022	7.77
334	6320	R&M Parking Lots	4583 Argon Electric Company, Inc	9553	Library Parking Deck Dish Installation-Task Order #6 04/04/2022	12,918.00
335	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-54305-D4X8	Monthly Elevator Inspections-March 2022	1,400.00
Total 510 - City Owned Parking Fund						15,964.18

Fund: 520 - Metra Leased Parking Fund						
336	6025	Administrative Services	7960 Passport Labs Inc	INV-1029576	Mobile Pay Parking Transaction Fees March 2022	222.74
337	7540	Land Lease	1165 Union Pacific Railroad Company	March 2022	Parking Fees for March 2022	1,052.25
Total 520 - Metra Leased Parking Fund						1,274.99

Fund: 600 - Risk Management Fund						
338	6000	Professional Services	8580 Ready Rebound LLC	2202	Consulting-Orthopedic Patient Navigator Contract April 2022	905.74
339	6005	Legal Fees	8133 Elrod Friedman LLP	7939	3-22 Non-Retainer PSEBA Proceedings	6,783.50
340	6005	Legal Fees	8133 Elrod Friedman LLP	7940	3-22 Non-Retainer PSEBA Proceedings	423.50
Total 600 - Risk Management Fund						8,112.74

Fund: 610 - Health Benefits Fund						
341	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001504791-IN	Commuter, FSA and COBRA Monthly Admin Fees March 2022	741.25
Total 610 - Health Benefits Fund						741.25

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 700 - Escrow Fund					
342	2221	Taste of Des Plaines	6045 Double D Booking	32389 Entertainment Mgmt for Taste of Des Plaines 06/17-06/18/2022	9,250.00
343	2226	Special Events - July 4th	7396 Associated Attractions Enterprises Inc	16882 Floats for 4th of July Parade 07/04/2022-50% Deposit	1,000.00
344	2460	Refundable Bonds	8615 Lomeli, Victor	Refund 03/29/22 Refundable Bond for Permit 2019-01100028	5,000.00
345	2460	Refundable Bonds	1169 Center of Concern	Refund 04/06/22 Refundable Bond for Blarney Bash 5k Event 03/12/22	500.00
346	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	187596 Public Notice PZB Meeting 4/26/22- Published 04/06/22	86.55
347	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	187596 Public Notice PZB Meeting 4/26/22- Published 04/06/22	86.55
348	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	187596 Public Notice PZB Meeting 4/26/22- Published 04/06/22	86.55
349	2493	Escrow - CED Development	8133 Elrod Friedman LLP	7927 3-22 Reimb Redevelopment	16,400.00
350	2493	Escrow - CED Development	8133 Elrod Friedman LLP	7928 3-22 Reimb Redevelopment	126.00
Total 700 - Escrow Fund					32,535.65
Grand Total					1,033,951.79

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Public Works & Engineering					
Division: 540 - Vehicle Maintenance					
351	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	601000027315 Vehicle Diagnostic System March 2022	1,424.75
Total 540 - Vehicle Maintenance					1,424.75
Total 50 - Public Works & Engineering					1,462.74
Police Department					
Division: 630 - Support Services					
352	6015	Communication Services	1032 Comcast	04/06/22 x7069 Internet/Cable Service 04/10-05/09/2022	89.95
353	6015	Communication Services	1009 AT&T	847R18054603-22 Communications Services 03/28-04/27/2022	63.68
354	6035	Dispatch Services	4996 Wheeling, Village of	DISP000022 Emergency Dispatch Services 2021 (Yr 2 of 5) Final 2021 R-196-19	385,813.32
Total 630 - Support Services					385,966.95
Total 60 - Police Department					385,966.95
Total 100 - General Fund					387,391.70
Fund: 260 - Asset Seizure Fund					
355	2484	Seized/Pending Forfeit	8617 Perez, Giovanni	21-26491 Forfeiture Award	6,500.00
Total 260 - Asset Seizure Fund					6,500.00
Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 550 - Water Systems					
356	6195	Miscellaneous Contractual Services	1033 ComEd	NC220091 Power Upgrade @ Howard Water Tower, Task Order #1794657301-Approximate Completion 05/18/2022	17,107.76
Total 550 - Water Systems					17,107.76
Total 00 - Non Departmental					17,107.76
Department: 30 - Finance					
357	6025	Administrative Services	7615 Sebis Direct Inc	37132 Utility Bill Rendering Services - Drop Dates 02/15/2022	1,339.28
Total 30 - Finance					1,339.28
Total 500 - Water/Sewer Fund					18,447.04
Grand Total					412,338.74

City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Elected Office					
Division: 110 - Legislative					
358	7310	Publications	1050 Journal & Topics Newspapers	PC - 34092 March 2022 Online Newspaper Subscription - Mayor's Office	5.99
Total 110 - Legislative					5.99
Total 10 - Elected Office					5.99
City Administration					
Division: 210 - City Manager					
359	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 34151 Zoom Subscription 3/26/22 - 4/25/22 - City Manager	14.99
Total 210 - City Manager					14.99
Division: 230 - Information Technology					
360	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 34209 Cityofdesplaines.Net Domain Registration 3/1/22 - 3/1/23	85.96
361	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 34214 Monthly Secure Express Renewal 3/7/22 - 4/6/22	7.99
362	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 34230 dpcitynet.org Private Registration Renewal 3/24/22 - 3/24/23	15.99
363	7005	Printer Supplies	4348 Amazon.Com	PC - 34217 HP 935 Color Cartridges for City Use	132.27
364	7005	Printer Supplies	4348 Amazon.Com	PC - 34224 DYMO Printer Replacement Tapes for IT Department	18.49
365	7200	Other Supplies	4348 Amazon.Com	PC - 34219 Heavyweight Disposable Forks, Knives, and Spoons for IT Dept	94.76
366	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34210 Logitech Wireless Keyboard / Mouse Combo for City Use	279.90
367	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34212 Dual Bay Docking Station Clone Duplicator for IT Department	149.99
368	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34213 Inland 512GB Solid State Drive for City Use	52.98
369	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34215 Crucial RAM 32GB Memory Kit for IT Department	178.50
370	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34216 Tripp Lite 24 Port Blank Patch Panel for IT Department	55.70
371	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34218 RJ45 Pass Through Connector for City Use	23.98
372	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34220 Tripp Lite 24 Port Blank Patch Panel for Media Department	83.55
373	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34221 iPad Case for Public Works	34.18
374	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34222 Leviton QuickPort CAT 6 Connectors for Media Department	480.00
375	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34223 130W AC Dell Power Adapter for City Use	56.98
376	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34225 Wired Keyboard / Mouse Combo for City Use	199.90
377	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34226 HID Blank Cards for IT Department	58.39
378	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34227 Cisco ATA for IT Department	157.04

City of Des Plaines

Warrant Register 05/02/2022

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
379	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34228	iPhone Chargers for City Use	125.25
380	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34229	Dell USB Charger for City Use	26.78
381	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34231	Arch 16GB Memory for City Use	64.64
382	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34232	Tripp Lite Duplex Fiber Patch Cable for Media Department	149.24
383	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34233	Cordless Electric Air Duster for IT Department	79.99
384	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34234	4K Display Port to HDMI Cable Adapter for City Use	45.05
Total 230 - Information Technology						2,657.50

Division: 240 - Media Services						
385	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 34107	Zoom Subscription - Media Services 03/30/2022-03/29/2023	149.08
386	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 34101	Supplies for Youth Commission - Buttonmaker for all Future Events	195.25
387	6535	Subsidy - Youth Commission	4444 Misc Vendor for Procurement Card	PC - 34106	Refreshments for Youth Advisory Board Meeting 03/28/2022	58.50
388	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 34146	3 Frames for 5th Floor	711.00
389	7310	Publications	1456 Chicago Tribune	PC - 34148	Online Newspaper Subscription - Elected Office 03/16-04/12/2022	15.96
390	7310	Publications	1456 Chicago Tribune	PC - 34149	Online Newspaper Subscription - Media Services 03/18-04/14/2022	15.96
391	7310	Publications	1456 Chicago Tribune	PC - 34150	Online Newspaper Subscription - City Manager 03/17-04/13/2022	15.96
392	7550	Miscellaneous Expenses	1076 Sam's Club Direct	PC - 34100	Refund of Sales Tax Charged for Sam's Club Photos	(4.30)
393	7550	Miscellaneous Expenses	4633 Walgreen Co	PC - 34104	8X10 Print from Mayor's Address to Business 03/17/2022	3.99
Total 240 - Media Services						1,161.40

Division: 250 - Human Resources						
394	5310	Membership Dues	3248 Society For Human Resource Management	PC - 34130	Membership Dues - Director of Human Resources 4/1/22-3/31/22	229.00
395	6100	Publication of Notices	1521 Public Relations Society of America	PC - 34131	Job Ad - Director of Media Services 3/17/22 - 4/14/22	50.00
396	7550	Miscellaneous Expenses	8603 Yeti	PC - 34129	360 Yeti Custom Tumblers for Public Service Recognition	11,340.00
Total 250 - Human Resources						11,619.00

Division: 260 - Health & Human Services						
397	6530	Subsidy - Community Outreach	1037 Des Plaines Enterprises Inc	PC - 34128	25 McDonald's Gift Cards for Social Services	262.95
Total 260 - Health & Human Services						262.95

Total 20 - City Administration						15,715.84
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Department: 30 - Finance						
398	7000	Office Supplies	4348 Amazon.Com	PC - 34236	Thermal Paper Rolls and Paper Plates	47.89
399	7000	Office Supplies	4348 Amazon.Com	PC - 34238	1 Box of 2-Ply Cashier Rolls	75.42
400	7000	Office Supplies	4348 Amazon.Com	PC - 34241	1 Desk Pad 19 x 24	44.05
401	7200	Other Supplies	4348 Amazon.Com	PC - 34237	2 Boxes of K-Cups	50.36

City of Des Plaines

Warrant Register 05/02/2022

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
402	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 34239	1 Flip-5 Wall Mounted Coat Rack	30.00
Total 30 - Finance						247.72

Community Development						
Division: 410 - Building & Code Enforcement						
403	5310	Membership Dues	1447 International Code Council Inc	PC - 34160	ICC Certificate Renewal- Code Enforcement Ofcr 3/1/22-3/1/25	121.00
404	5325	Training	1214 Suburban Building Officials Conference	PC - 34153	2022 SBOC Training for Combination Elec Insp on 03/02/2022	125.00
405	5325	Training	1214 Suburban Building Officials Conference	PC - 34154	2022 SBOC Training for Building Inspector on 03/02/2022	125.00
406	5325	Training	1214 Suburban Building Officials Conference	PC - 34155	2022 SBOC Training for Building Inspector on 03/02/2022	125.00
407	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 34156	2022 Qrtly Training for 3 Code Enforcement Inspectors - 4/27/22	150.00
408	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 34157	Uniform Shirts and Jackets - CED Department	1,285.89
Total 410 - Building & Code Enforcement						1,931.89

Division: 420 - Planning & Zoning						
409	5325	Training	2489 American Planning Association	PC - 34158	Virtual Training - APA Tech Studies for Planner on 03/25/2022	24.48
410	5325	Training	7034 American Planning Association - Illinois Chapter	PC - 34159	APA One Path Assessment Certificate 03/16-03/22/2022 - Planner	255.00
Total 420 - Planning & Zoning						279.48

Total 40 - Community Development						2,211.37
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Public Works & Engineering						
Division: 100 - Administration						
411	5310	Membership Dues	1753 American Public Works Association - APWA	PC - 34089	APWA Membership Renewals - Dir, Asst Dir, Supts and Foremen 06/01/2022-05/31/2023	1,850.00
412	5320	Conferences	5081 Marriott	PC - 34115	IAFSM Conference 03/08-03/09/2022-Asst Dir ENG	153.44
Total 100 - Administration						2,003.44

Division: 510 - Engineering						
413	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 34189	IAFSM Conference 03/08-03/09/2022-Dir PW/ENG	166.88
414	7310	Publications	1563 American Water Works Assoc (AWWA)	PC - 34188	American Water Works Updated Manual	125.00
Total 510 - Engineering						291.88

Division: 530 - Street Maintenance						
415	7020	Supplies - Safety	4348 Amazon.Com	PC - 34249	Noise Protection Ear Muffs	71.34
Total 530 - Street Maintenance						71.34

Division: 535 - Facilities & Grounds Maintenance						
416	6135	Rentals	1047 Home Depot Credit Svcs	PC - 34246	Insulator Machine Rental 03/22/2022	250.00

City of Des Plaines

Warrant Register 05/02/2022

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
417	6135	Rentals	1047 Home Depot Credit Svcs	PC - 34247 Rental Return - Insulator Machine 03/22/2022	(250.00)
418	6315	R&M Buildings & Structures	7689 Ambius	PC - 34097 Monthly Bill for Plant Maintenance Feb 2022	365.94
419	6315	R&M Buildings & Structures	7689 Ambius	PC - 34102 Monthly Bill for Plant Maintenance March 2022	563.72
420	6315	R&M Buildings & Structures	7689 Ambius	PC - 34103 Installation of Plant Wall in City Hall Lobby 02/22-02/28/2022	377.98
421	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 34088 Patch Cables and Connectors for Doors and Cameras	212.40
422	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 34091 Return of Leviton PSV	(44.99)
423	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 34127 Dishwasher Repair Parts - Fire Station 62	32.98
424	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 34242 Zipwall Heads - City Hall	167.92
425	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 34243 Sink - PW	203.99
426	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 34244 Magnet Door Stops - PW	29.98
427	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 34245 Switch - Police Dept	29.99
428	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 34248 Water Valve - 6th Floor City Hall	134.69
429	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 34250 Duplicate Pymt-Water Valve-6th Floor City Hall-Credited on 4/1/22	134.69
430	8010	Furniture & Fixtures	1604 BOS Business Office Systems Inc	PC - 34147 1 Table for City Council Chambers	598.31
Total 535 - Facilities & Grounds Maintenance					2,807.60

Division: 540 - Vehicle Maintenance					
431	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 34087 Dash Cams, Phone Case and Alarm Sensors	627.31
432	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 34112 Electric Stair Step for Vehicle	581.74
433	7040	Supplies - Vehicle R&M	5877 Utilimaster Corporation	PC - 34113 Control Module	307.72
434	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 34114 Magnetic Sensor	12.78
435	7300	Uniforms	4348 Amazon.Com	PC - 34108 Uniform - Vehicle Foreman	26.99
436	7300	Uniforms	4348 Amazon.Com	PC - 34109 Uniform - Vehicle Foreman	23.91
437	7300	Uniforms	4348 Amazon.Com	PC - 34110 Uniform - Vehicle Foreman	63.18
438	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34162 3 Keyboards	53.97
439	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34165 Keyboard and Mouse	42.24
440	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34174 Keyboard Covers and Screen Cleaner	70.68
441	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 34111 2 Chairs - PW	218.94
Total 540 - Vehicle Maintenance					2,029.46

Total 50 - Public Works & Engineering					7,203.72
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City of Des Plaines

Warrant Register 05/02/2022

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Police Department						
Division: 610 - Uniformed Patrol						
442	5325	Training	5775 Defensive Edge Training & Consulting Inc	PC - 34120	2 Day Shotgun Armorer Course 8/4-8/5/2022 (Officer)	450.00
443	7120	Gasoline	7913 7-Eleven Inc	PC - 34178	Fuel for Squad 86-3/29/2022, WEX Card Malfunction	49.50
444	7200	Other Supplies	2509 Lynn Peavey Co	PC - 34093	1 Pack of Narcotics NIK Test Kits	41.50
445	7200	Other Supplies	1142 Copyset Printing Company	PC - 34094	Photo ID Cards	144.00
446	7200	Other Supplies	2509 Lynn Peavey Co	PC - 34095	Photo Rulers, Fume Kit, Evidence Bags and Boxes	318.03
447	7200	Other Supplies	4177 Uline Inc	PC - 34096	AA Lithium Batteries	172.52
448	7200	Other Supplies	4348 Amazon.Com	PC - 34206	AC Charger for 12 Volt Battery Jump Starter	14.78
Total 610 - Uniformed Patrol						1,190.33

Division: 630 - Support Services						
449	7000	Office Supplies	4348 Amazon.Com	PC - 34202	Clipboards, Bankers Box, Paper Plates, and Cardstock.	203.02
450	7000	Office Supplies	4348 Amazon.Com	PC - 34203	Cardstock	33.78
451	7015	Supplies - Police Range	6851 Axon Enterprise Inc	PC - 34121	DPM Battery Pack (5)	266.05
452	7200	Other Supplies	4348 Amazon.Com	PC - 34122	Batteries and Plastic Forks	86.97
453	7200	Other Supplies	4348 Amazon.Com	PC - 34123	Paper Plates	45.09
454	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 34124	3 Standard Cut Keys	9.15
455	7200	Other Supplies	4348 Amazon.Com	PC - 34125	Paper Plates, Arrow Stickers, Mailing Labels, Etc.	303.34
456	7200	Other Supplies	4348 Amazon.Com	PC - 34204	Paper Cups	113.40
457	7200	Other Supplies	4348 Amazon.Com	PC - 34207	Hole Punch and Extension Cord	22.73
458	7300	Uniforms	4444 Misc Vendor for Procurement Card	PC - 34119	Promotional Apparel Samples	110.00
Total 630 - Support Services						1,193.53

Total 60 - Police Department					2,383.86
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Fire Department						
Division: 100 - Administration						
459	5320	Conferences	4634 Delta Airlines Inc	PC - 34132	ImageTrend Conf Flight 07/19/22 and 07/22/22-Deputy Chief	247.20
460	5320	Conferences	4634 Delta Airlines Inc	PC - 34133	ImageTrend Conf Flight 07/19/22 and 07/22/22-Battalion Chief	247.20
461	5320	Conferences	8334 ImageTrend Inc.	PC - 34134	ImageTrend Conference 07/20-07/22/22- Battalion Chief	699.00
462	5320	Conferences	8334 ImageTrend Inc.	PC - 34135	ImageTrend Conference 07/20-07/22/22- Deputy Chief	699.00
463	7000	Office Supplies	4348 Amazon.Com	PC - 34240	1 Carton of Bankers File Storage Boxes - 20 Pack	122.63
464	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 34136	Office Chair Caster Wheels - Deputy Chief	21.89
Total 100 - Administration						2,036.92

City of Des Plaines

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 710 - Emergency Services					
465	5325	Training	5391 Emery & Associates Inc	PC - 34199 Midwest HazMat Virtual Training 05/06-06/06/22-Lieutenant	100.00
466	5325	Training	1291 Elevated Safety LLC	PC - 34200 Sprat Levels Training 06/13 - 06/17/2022 - Paramedic	1,395.00
467	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 34179 Paramedic License Renewal 03/31/2022-03/31/2026 - Paramedic	41.00
468	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 34180 Paramedic License Renewal 03/31/2022-03/31/2026 - Paramedic	41.00
469	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 34181 6 IDPH 2022 Annual Ambulance Inspection Fees-03/15/2022	153.38
470	7000	Office Supplies	4348 Amazon.Com	PC - 34185 Credit for Returned File Folder-Item was not Ordered	(8.89)
471	7025	Supplies - Custodial	8019 Ferguson Facilities	PC - 34138 9 Bottles of Joy Liquid	86.22
472	7200	Other Supplies	4348 Amazon.Com	PC - 34139 King Size Permanent Marker, 2 Packs Gorilla Tape	30.95
473	7200	Other Supplies	1571 Welding Industrial Supply	PC - 34142 6 Oxygen Cylinders	146.24
474	7200	Other Supplies	4348 Amazon.Com	PC - 34195 Combination Wrench Set	68.60
475	7200	Other Supplies	4348 Amazon.Com	PC - 34196 Quick Release Magnet Combo Kit	79.95
476	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 34197 4 Incident Safety Officer Books	326.85
477	7200	Other Supplies	1047 Home Depot Credit Svcs	PC - 34201 Screws and Joist Hangers	29.22
478	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34137 Needle Nose Pliers, 8 Saw Blades, 6 Oscillating Tool Blades	238.51
479	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 34141 16 SCBA Facemask Stickers-1 D/C, 5 Lieutenants, 10 Paramedics	168.00
480	7320	Equipment < \$5,000	6854 Dinges Fire Company	PC - 34143 6 Retractable Lanyards, Bullard and LDX for Imager Repair	1,172.22
481	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34144 2 Television Mounts- Station 62 and 63	52.63
482	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34190 Ten 2-Piece Hazmat Name Tags	69.90
483	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 34191 2 Ring Removal Tools-Squad and Tower	296.54
484	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34192 Red Plastic Creeper - Station 61	73.51
485	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34193 2 Lasko Air Circulating Fans - Station 61	54.40
486	7550	Miscellaneous Expenses	2337 Shop & Save Market	PC - 34198 Credit for Tax Charged	(2.31)
487	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 34194 3 Executive Office Chairs - Station 62	406.71
Total 710 - Emergency Services					5,019.63

Division: 720 - Fire Prevention					
488	5325	Training	4208 Illinois Automatic Fire Alarm Association	PC - 34152 Fire Alarm Code Tech Summit-4/27/22 -Div Chief and Fire Insp	160.00

City of Des Plaines

Warrant Register 05/02/2022

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
489	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34140	3 SanDisk Memory Cards, 5 Inch Wire Keychain Cable	71.84
Total 720 - Fire Prevention						231.84

Total 70 - Fire Department						7,288.39
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Department: 75 - Fire & Police Commission						
490	7550	Miscellaneous Expenses	4745 Buona Beef Rosemont	PC - 34205	Refund for Tax Charge BFPC Meeting Lunch 2/17/2022	(7.72)
Total 75 - Fire & Police Commission						(7.72)

Total 100 - General Fund						35,049.17
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Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
491	7300	Uniforms	1493 Galls Inc	PC - 34126	TRT Uniform Pants for Officer	54.91
Total 2620 - DEA						54.91

Program: 2640 - Forfeit						
492	6115	Licensing/Titles	1744 IL Secretary of State	PC - 34208	Squad #2 Vehicle Registration for 2022 Lic# BY64246	154.40
493	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 34145	Food for K9 Jager 3/12/2022	163.78
Total 2640 - Forfeit						318.18

Total 260 - Asset Seizure Fund						373.09
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Fund: 400 - Capital Projects Fund						
494	6300	R&M Software	5403 Siber Roboform Goodsync	PC - 34116	RoboForm Everywhere Software 04/03/2022-04/03/2025	64.44
Total 400 - Capital Projects Fund						64.44

Fund: 420 - IT Replacement Fund						
495	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 34211	Ubiquiti 24 Port Switch for City Use	699.00
496	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 34235	Optical Transport for Ubiquiti Devices for City Use	66.69
Total 420 - IT Replacement Fund						765.69

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
497	5320	Conferences	4416 Comfort Inns	PC - 34090	IEPA Mandatory Water Training-Asst Dir-Hotel 3/23-3/24/2022	96.90
498	5320	Conferences	4416 Comfort Inns	PC - 34169	IEPA Mandatory Training - Utilities Supt - 3/21-/3/24/2022	290.70
499	5320	Conferences	4416 Comfort Inns	PC - 34170	IEPA Mandatory Water Training - Water Operator - 3/21-3/24/2022	290.70
500	5320	Conferences	4416 Comfort Inns	PC - 34171	IEPA Mandatory Water Training - Water Foreman - 3/22-3/24/2022	193.80
501	5320	Conferences	4416 Comfort Inns	PC - 34172	IEPA Mandatory Water Training-Director of PW/ENG-3/22-3/24/2022	193.80
502	5320	Conferences	4416 Comfort Inns	PC - 34173	IEPA Mandatory Water Training - Water Operator - 3/21-3/24/2022	290.70

City of Des Plaines

Warrant Register 05/02/2022

JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
503	7070	Supplies - Water System Maintenance	8586 Flight Light Incorporated	PC - 34167	Replacement Lights - Top of Water Towers	1,881.39
504	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34177	One iPad Adaptor	15.98
Total 550 - Water Systems						3,253.97

Division: 560 - Sewer Systems						
505	5325	Training	7306 NASSCO Inc	PC - 34161	NASSCO Recertification 03/22/2022- Acting Foreman	375.00
506	5325	Training	7306 NASSCO Inc	PC - 34164	NASSCO Certification 03/07/2022- Maintenance Operator	1,075.00
507	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 34176	2 Flashlights	69.94
508	7075	Supplies - Sewer System Maintenance	4348 Amazon.Com	PC - 34168	Light Bulbs - Lift Stations	12.78
509	7300	Uniforms	4348 Amazon.Com	PC - 34166	Uniform - Foreman	49.99
510	7300	Uniforms	4348 Amazon.Com	PC - 34175	Uniform - Sewer Foreman	36.15
511	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 34163	Soldering Iron	48.99
Total 560 - Sewer Systems						1,667.85

Total 500 - Water/Sewer Fund						4,921.82
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Fund: 700 - Escrow Fund						
512	2221	Taste of Des Plaines	6928 Fun Express LLC	PC - 34105	Taste of Des Plaines Giveaways 06/17-06/18/2022	436.05
513	2221	Taste of Des Plaines	8595 Alpha-Lit Chicago LLC	PC - 34117	Event Decor for Taste of Des Plaines 06/17-06/18/2022	450.00
514	2221	Taste of Des Plaines	5500 4imprint Inc	PC - 34118	Taste of Des Plaines Giveaways 06/17-06/18/2022	578.05
515	2226	Special Events - July 4th	4348 Amazon.Com	PC - 34098	Games to be Used at City Events/Fireworks	189.99
516	2226	Special Events - July 4th	4348 Amazon.Com	PC - 34099	Games to be Used at City Events/Fireworks	86.54
Total 700 - Escrow Fund						1,740.63

Grand Total						42,914.84
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City of Des Plaines

Warrant Register 05/02/2022

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,033,951.79	**	5/2/2022
Manual Checks	\$ 412,338.74	**	4/15/2022
Payroll	\$ 1,265,125.52		4/22/2022
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 42,914.84	**	4/25/2022
Chicago Water Bill ACH	\$ 50,064.54		4/29/2022
Postage Meter Direct Debits	\$ 13,000.00		4/19/2022
Utility Billing Refunds	\$ -		
Debt Interest Payment	\$ -		
Property Purchase			
IMRF Payments	\$ 113,376.64		4/7/2022
Employee Medical Trust			
Total Cash Disbursements:	<u>\$ 2,930,772.07</u>		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Second Day of May 2022

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



CITY MANAGER'S OFFICE

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5488
desplaines.org

MEMORANDUM

Date: April 21, 2022
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Seventh Amendment to the City Manager Employment Agreement

Attached is a resolution and seventh amendment to the City Manager Employment Agreement.

Attachments:
Resolution R-93-22
Exhibit A – Seventh Amendment to City Manager Employment Agreement

CITY OF DES PLAINES

RESOLUTION R - 93- 22

**A RESOLUTION APPROVING A SEVENTH AMENDMENT
TO THE CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DES PLAINES AND MICHAEL
G. BARTHOLOMEW.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City and Michael G. Bartholomew entered into a City Manager Employment Agreement dated as of April 16, 2012, as amended by the First Amendment to the Agreement on November 4, 2013, the Second Amendment to the Agreement on July 20, 2015, the Third Amendment to the Agreement on April 2, 2018, the Fourth Amendment to the Agreement on April 21, 2019, and the Fifth Amendment to the agreement on September 8, 2020, and the Sixth Amendment to the agreement on April 19, 2021, (collectively, "*Agreement*"), pursuant to which the City agreed to employ Mr. Bartholomew, and Mr. Bartholomew agreed to be employed by the City, to perform the duties of City Manager of the City of Des Plaines; and

WHEREAS, the City and Mr. Bartholomew desire to enter into a Seventh Amendment to the City Manager Employment Agreement to amend the Agreement regarding Mr. Bartholomew's annual base salary ("*Seventh Amendment*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Seventh Amendment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF SEVENTH AMENDMENT. The City Council hereby approves the Seventh Amendment in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE SEVENTH AMENDMENT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Seventh Amendment.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2022.

APPROVED this ____ day of _____, 2022.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

**SEVENTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF DES PLAINES AND MICHAEL G. BARTHOLOMEW**

THIS SEVENTH AMENDMENT is made and entered into as of the 2nd day of May, 2022, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**Employer**"), and Michael G. Bartholomew ("**Employee**"). In consideration of the recitals and mutual covenants and agreements set forth in this Seventh Amendment, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The Employer and the Employee entered into the "City Manager Employment Agreement" dated as of April 16, 2012, as amended by the First Amendment to the Agreement on November 4, 2013, the Second Amendment to the Agreement on July 20, 2015, the Third Amendment to the Agreement on April 2, 2018, the Fourth Amendment to the Agreement on April 21, 2019, the Fifth Amendment to the Agreement on September 8, 2020, and the Sixth Amendment to the Agreement on April 19, 2021 (collectively, "**Agreement**"). Pursuant to the Agreement, the Employer agreed to employ the Employee, and the Employee agreed to be employed by the Employer, to perform the duties of City Manager of the City of Des Plaines.

B. Section 3 of the Agreement sets forth the annual base salary that the Employer agreed to pay the Employee in exchange for the performance by the Employee of the duties of City Manager of the City of Des Plaines. Under the Agreement, the annual base salary is currently \$256,272.

C. Section 1.2 of the Agreement provides that the Agreement may be modified in writing by mutual agreement of the parties, and Section 3.3 of the Agreement provides that the Employer can increase the compensation of the Employee based on the results of a performance evaluation process set forth in Section 12 of the Agreement.

D. Pursuant to Section 1.2, Section 3.3, and Section 12 of the Agreement, the Employer and the Employee desire to further amend the Agreement to increase the Employee's annual base salary.

E. The parties therefore hereby amend the Agreement as follows.

Section 2. Seventh Amendment to the Agreement.

Section 3.1 of the Agreement is hereby amended to read as follows:

"Section 3: Compensation

1. Base Salary: Employer agrees to pay Employee an annual base salary of \$_____, payable in installments at the same time that the other management employees of the Employer are paid."

Section 3. Effect; Effective Date.

All terms, conditions and provisions of the Agreement that are not expressly amended or modified by this Seventh Amendment shall remain unchanged and in full force and effect as if fully set forth herein. To the extent that the terms and provisions of this Seventh Amendment conflict with the Agreement, the terms and provisions of this Seventh

Amendment shall control. The effective date of this Seventh Amendment shall be April 21, 2022.

IN WITNESS WHEREOF, the parties have caused this Seventh Amendment to be executed by their duly authorized representatives as of the date and year first written above.

ATTEST:

CITY OF DES PLAINES

By: _____
Jessica Mastalski, City Clerk

By: _____
Andrew Goczkowski, Mayor

Date: _____

Date: _____

WITNESS:

MICHAEL G. BARTHOLOMEW

By: _____
Jessica Mastalski, City Clerk

Date: _____

Date: _____