



CITY COUNCIL AGENDA

Monday, May 20, 2024

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

BIANNUAL REVIEW OF CLOSED SESSION MINUTES

COLLECTIVE BARGAINING

PENDING LITIGATION

PROBABLE & IMMINENT LITIGATION

SALE OR LEASE OF PROPERTY

ACQUISITION OF PROPERTY

REGULAR SESSION

ROLL CALL

PRAAYER

PLEDGE OF ALLEGIANCE

PROCLAMATION

BIKE MONTH

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. Approve New Ownership for an Existing Class G Liquor License (Banquet Hall – On Site Consumption Only) for AMZ Manzos Inc., d/b/a Manzos Banquets & Catering, 1571 Elmhurst Road.
2. **FIRST READING – ORDINANCE M-9-24:** Amending Title 7 of the City Code Regarding Residential Parking and Restricted Resident Parking Districts.
3. **RESOLUTION R-100-24:** Approving the 2024-2025 Annual Membership Renewal to the Northwest Municipal Conference (NWMC) in the Amount of \$25,528.00. Budgeted Funds – Elected Office/Legislative/Membership Dues.
4. **RESOLUTION R-101-24:** Accepting the Rock Salt Renewal Bid through Lake County Department of Transportation from Morton Salt, Inc., Chicago, Illinois at a Cost of \$89.48 per ton delivered. Budgeted Funds – MFT/Commodities Ice Control.
5. **RESOLUTION R-102-24:** Awarding Bid for the 2024 Thermo-Epoxy-Reflector Program to Superior Road Striping, Bartlett, Illinois in the Not-to-Exceed Amount of \$130,177.35. Budgeted Funds – Motor Fuel Tax Fund/Other Services.
6. **RESOLUTION R-103-24:** Waiving the Bidding Process and Approving the Quote for 1177 Walnut Avenue Demolition Services to MBR Wrecking & Construction, Inc., in the amount of \$48,600. Budgeted Funds – TIF 8/Miscellaneous Contractual Services.
7. **RESOLUTION R-104-24:** Approving an Agreement with Martam Construction, Inc. for the 2024 Capital Improvement Program - Concrete Improvements in the Not-to-Exceed Amount of \$2,393,703.00. Budgeted Funds – Motor Fuel Tax Fund.
8. **RESOLUTION R-105-24:** Approving an Agreement with Schroeder Asphalt Services, Inc. for the 2024 Capital Improvement Program - Street Improvements in the Not-to-Exceed Amount of \$2,712,771.89. Budgeted Funds – Motor Fuel Tax Fund/Capital Projects Fund/Community Development Block Grant Fund.
9. **RESOLUTION R-106-24:** Approving an Agreement with Dimeo Brothers, Inc. for the 2024 Capital Improvement Program – Contract A, Water Main Improvements in the Not-to-Exceed Amount of \$7,724,981.00. Budgeted Funds – Capital Projects Fund/Water/Sewer CIP Fund.
10. **RESOLUTION R-46-24:** Approving an Agreement with the Regional Transportation Authority (RTA) for the Installation and Maintenance of Interagency Signage Within the City.
11. Minutes/Regular Meeting – May 6, 2024
12. Minutes/Closed Session – April 15, 2024 (*postponed from 5/6/24 City Council Agenda to 5/20/24 City Council Agenda*)

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. FINANCE & ADMINISTRATION – Alderman Dick Sayad, Chair
 - a. Warrant Register in the Amount of \$3,800,023.75 – **RESOLUTION R- 108-24**

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.



MEMORANDUM

Date: May 6, 2024
To: Aldermen
From: Andrew Goczkowski, Mayor *AG..*
Cc: Dorothy Wisniewski, City Manager
Subject: Proclamation

At the beginning of the May 20, 2024 City Council Meeting, we will be issuing a Proclamation recognizing Bike Month.

OFFICE OF THE MAYOR

CITY OF

DES PLAINES, ILLINOIS

WHEREAS, *established in 1956, May is recognized as Bike Month, a time to recognize the benefits of bicycling and expand public awareness; and*

WHEREAS, *Des Plaines' dedication to road sharing and trails attracts bicyclists each year, providing economic health, transportation, tourism, and scenic benefits for the city; and*

WHEREAS, *creating a bicycle friendly community has been shown to improve the health, well-being, and quality of life of residents, to boost community spirit, improve traffic safety, and to contribute to the growing economy of the community; and*

WHEREAS, *the City of Des Plaines encourages its residents to take time outdoors and to try cycling for work, fitness, and fun.*

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

BIKE MONTH

Dated this 20th day of May, 2024.

Andrew Goczkowski, Mayor



MEMORANDUM

Date: May 3, 2024
To: Honorable Aldermen
From: Andrew Goczkowski, Local Liquor Commissioner
Cc: Vickie Baumann, Permit Technician, Registration & License Division
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

Attached please find a Liquor License request for the following applicant:

New Business: AMZ Manzos Inc dba Manzos Banquets & Catering
Address: 1571 Elmhurst Rd
Class: Class G – Banquet Hall (on-site consumption only)
Request: No new increase
Previous Business: MPStach LLC dba Manzo's Banquets

The complete application packet is on file in the Community and Economic Development Department. The required posting has been completed and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting scheduled for Monday, May 20, 2024.

A handwritten signature in blue ink, appearing to read 'Andrew Goczkowski'.

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachment 1: Application Packet



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: AMZ MANZOS INC
Address: 1571 Elmhurst Rd, Des Plaines, IL 60018 Zip: 60018
Mailing Address: 24723 W CHAMPION DR Dept:
City: PLAINFIELD St: IL Zip: 60585
Email: ganesh.kmu@gmail.com Phone#: 815-793-7773
Day/Hours of Operations: Monday: closed Tuesday: 11 am - 7 pm Wednesday: 11 am - 7 pm
Thursday: 11 am - 7 pm Friday: 11 am - 6 pm Saturday: 11 am - 6 pm Sunday: 1 pm - 4 pm

CLASSIFICATION

- A TAVERN-seats 250 or less
A1 TAVERN - seats 251 - 500
A2 TAVERN - seats 501 +
AB TAVERN & BULK SALES - seats 250 or less
AB-1 TAVERN & BULK SALES - seats 251 - 500
B BULK SALES - retail only
B-1 BULK SALES -alcohol not primary retail
C CLUB
E RESTAURANT DINING ROOM - over 50
F RESTAURANT - beer only
G BANQUET HALL
H-1 RESTAURANT - beer & wine only
H-2 BULK SALES - beer & wine only
I RELIGIOUS SOCIETY
J SPECIAL 4:00AM - must have class A
K GOVERNMENTAL FACILITY
L WINE ONLY
M GAS STATION - retail only
N CASINO
P COFFEE SHOP

OWNERSHIP INFORMATION (list President, Vice-President, Secretary and all Officers owning 5% or more of stock)

Title: President % of Stock: 49%
Name: Ganesh Subramanian
Title: Director % of Stock: 51%
Name: Menaga Rajukannan

Has either the President, Vice-President, Secretary or any officer ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony under Federal, State, County or Municipal law, statute or ordinance? [X] NO [] YES - Attach documentation identifying the charge, finding, court branch and docket #

ADDITIONAL INFORMATION

Does the applicant own the property or premises of the business? NO YES

If NO, please provide name/address of the property owner and expiration date of the executed lease:

AMZ MANZOS LLC , 24723 W CHAMPION DR, PLAINFIELD, IL 60585 . Expiration date of lease -06/15/49

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business? NO YES

If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the corporation or business obtained a liquor license for another location? NO YES

If YES, please provide name, location and disposition/status of each:

The Seville banquet , 700 S BARRINGTON ROAD, STREAMWOOD, IL 60107. ACTIVE - EXP DATE 12/31/2024

Has any officer, owner or stockholder of the corporation or business had a liquor license revoked for another location? NO YES

If YES, please provide name, location and reason for revocation of each:

AFFIDAVIT

The undersigned swears and affirms that I have read and understand the Liquor code of the City of Des Plaines and that the corporation and/or business name on this application and its employees will not violate any of the municipal codes, IL State Statutes or governmental laws, in conduct of the place of business described herein. The statements contained in the application are true and correct to the best of my knowledge.

PCW INITIALS

Either an owner, manager or bartender with alcohol awareness training, whom has been fingerprinted and background checked with the Des Plaines Police Department and has been placed on file with the Local Liquor Commissioner will be on duty at all times during the sale and serving of alcohol on the premises.

PCW INITIALS

I acknowledge that any changes to the information on file during the time frame of the current liquor license period must be immediately reported to the Local Liquor Commissioner. Failure to comply may result in immediate suspension of the Liquor License, additional fines up to \$10,000 for each violation, revocation of the Liquor License and/or denial to renew for a Liquor License for the next time frame period.

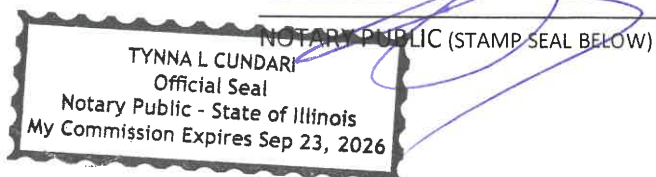
PCW INITIALS

P.K. Manj...
Signature of Owner

MENAGA RAJUKANNAN & GANESH SUBRAMANIAN
Print Name

SUBSCRIBED and SWORN to before me this

24 day of APRIL, 2024.



FORM **BCA 2.10**
ARTICLES OF INCORPORATION
 Business Corporation Act

Filing Fee: \$150

File #: 74594689

Approved By: MAP

FILED
FEB 21 2024
Alexi Giannoulis
Secretary of State

1. Corporate Name: AMZ MANZOS INC.

2. Initial Registered Agent: SACHIN GANDHI
First Name Middle Initial Last Name

Initial Registered Office: 1775 LEGACY CIR
Number Street Suite No.

NAPERVILLE IL 60563-4626 DU PAGE
City ZIP Code County

3. Purposes for which the Corporation is Organized:
 The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated FEBRUARY 21, 2024
Month & Day Year

SACHIN GANDHI
Name

1775 LEGACY CIRCLE
Street

NAPERVILLE IL 60563
City/Town State ZIP Code

This document was generated electronically at www.ilsos.gov

Form **BCA-4.15/4.20**

Illinois
Application to Adopt an
Assumed Corporate Name
Business Corporation Act

FILE # 74594689

Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-9520
www.ilsos.gov

Filing Fee: 30.00
Approved: MAP

FILED
May 01, 2024
Alexi Giannoulis
Secretary of State

1. Corporate Name: AMZ MANZOS INC.

2. State of Incorporation: ILLINOIS

3. Date Incorporated/Qualified: 02/21/2024

4. Corporation intends to adopt and to use the assumed corporate name of:

MANZO'S BANQUETS & CATERING

5. The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until 02/01/2025, the first day of the corporation's anniversary month in the next year evenly divisible by five.

6. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Date: May 01, 2024

Exact Name of the Corporation:

AMZ MANZOS INC.

GANESH SUBRAMANIAN

Authorized Officer's Name

PRESIDENT

Title



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 30, 2024
To: Dorothy Wisniewski, City Manager
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*
Subject: Patton Drive between Craig Drive and Devon Avenue – Residential Parking Only

Issue: Section 7-3-9.B.1 of the City Code requires amendment to add Patton Drive, from Craig Drive to Devon Avenue for Residential Parking Only. This section of roadway has been posted on the street according to the above restriction since 2008 without an ordinance for enforcement.

Analysis: The following street is recommended to be added to Section 7-3-9.B.1, Resident Parking Only, Twenty-Four Hours Daily, of the City Code:

- Patton Drive, from Craig Drive to Devon Avenue

Recommendation: We recommend the above street be added to the City Code for resident parking only enforcement.

Attachment:
Ordinance M-9-24

CITY OF DES PLAINES

ORDINANCE M - 9 - 24

AN ORDINANCE AMENDING SECTION 7-3-9 OF THE CITY CODE REGARDING RESIDENTIAL PARKING AND RESTRICTED RESIDENT PARKING DISTRICTS.

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 3 of Title 7 of the City of Des Plaines City Code, as amended ("*City Code*"), regulates parking restrictions throughout the City; and

WHEREAS, the City desires to amend Section 7-3-9 of the City Code to add Patton Drive, from Craig Drive to Devon Avenue, to the list of designated resident-only parking areas ("*Amendments*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to adopt the Amendments 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: RESIDENTIAL PARKING ONLY. Section 9, titled "Residential Parking Only," of Chapter 3, titled "Stopping Standing and Parking," of Title 7, titled "Motor Vehicles and Traffic" of the City Code is hereby amended to read as follows:

"7-3-9: RESIDENTIAL PARKING ONLY:

* * *

B. Twenty-Four Hours Daily:

1. Including Saturdays, Sundays, Holidays: The following areas are designated as "residential parking only" areas, 24 hours daily, including Saturdays, Sundays and holidays, and when signs are erected giving notice thereof, parking shall be restricted to service of delivery vehicles whose operators are doing business with residents of the designated areas and vehicles owned by residents of the designated areas:

Bennett Place	From Locust Street east to alley, north side of street.
Cedar Street	From Jarvis Avenue to Touhy Avenue.
Chase Avenue	From Scott Street to Des Plaines River Road.

Cordial Drive	Both sides from Marshall Drive to 600 feet west thereof.
Dover Drive	South side from west property line of 255 Dover Drive to west property line of 93 Dover Drive.
Hickory Street	From Chase Avenue to Touhy Avenue.
Jarvis Avenue	From Cedar Street to Magnolia Street.
Magnolia Street	From Jarvis Avenue to Touhy Avenue.
Marshall Drive	Both sides from Courtesy Lane north to Mount Prospect park district property.
<u>Patton Drive</u>	<u>From Craig Drive to Devon Avenue</u>
Pennsylvania Avenue	Both sides from Oakton Street north to Dover Drive.
Scott Street	From Jarvis Avenue to Touhy Avenue

* * *

SECTION 3. 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 _____, 2024.

APPROVED this _____ day of _____, 2024.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2024.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



MEMORANDUM

Date: May 1, 2024
To: Aldermen
From: Andrew Goczkowski, Mayor AG.
Subject: Annual Member Dues to the Northwest Municipal Conference

Issue: An invoice for annual membership dues to the Northwest Municipal Conference has been received for the 2024-2025 fiscal year.

Analysis: The City of Des Plaines is presently a member of the Northwest Municipal Conference. An invoice was recently received in the amount of \$25,528.00, which is based on our population and United States Census data. The amount of the dues has been included in the 2024 Budget under Elected Office.

Recommendation: That the City of Des Plaines continue as a member of the Northwest Municipal Conference and remit annual dues of \$25,528.00 for the 2024-2025 fiscal year.

Attachments:
Attachment 1 – Invoice
Resolution R-100-24

Northwest Municipal Conference

1600 East Golf Road
 Suite 0700
 Des Plaines, IL 60016

INVOICE

Invoice Number: 11065
 Invoice Date: May 1, 2024
 Page: 1

Voice: (847) 296-9200
 Fax: (847) 296-9207

Bill To:
CITY OF DES PLAINES ATTN: DOROTHY WISNIEWSKI 1420 MINER STREET DES PLAINES, IL 60016

Ship to:
CITY OF DES PLAINES ATTN: DOROTHY WISNIEWSKI 1420 MINER STREET DES PLAINES, IL 60016

Customer ID	Customer PO	Payment Terms	
DES PLAINES		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		5/31/24

Quantity	Item	Description	Unit Price	Amount
		FY '24-25 Northwest Municipal Conference Membership Dues		25,528.00
Subtotal				25,528.00
Sales Tax				
Total Invoice Amount				25,528.00
Payment/Credit Applied				
TOTAL				25,528.00

Check/Credit Memo No:

CITY OF DES PLAINES

RESOLUTION R - 100 - 24

A RESOLUTION AUTHORIZING THE CITY OF DES PLAINES TO RENEW ITS MEMBERSHIP IN THE NORTHWEST MUNICIPAL CONFERENCE.

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, encourages cooperation between governmental entities and agencies; and

WHEREAS, the City is a member of the Northwest Municipal Conference ("**NWMC**"), a regional association of over 40 municipalities that works to strengthen communities and enhance intergovernmental relationships in the north and northwest suburbs of Chicago through the provision of numerous programs and services, such as a joint purchasing program, legislative services, and transportation planning services; and

WHEREAS, the City appropriated \$26,250 in the Elected Office, Membership Dues Fund for membership in the NWMC during the 2024 fiscal year; and

WHEREAS, membership dues in the NWMC are based on figures from the United States Census for a total of \$25,528 for the 2024-2025 membership year ("**Membership Dues**"); and

WHEREAS, the City desires to: (i) renew its membership in the NWMC; and (ii) pay to the NWMC the Membership Dues of \$25,528; and

WHEREAS, the City Council has determined that it is in the best interest of the City to renew its NWMC membership and to pay the Membership Dues to the NWMC;

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 hereby incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF MEMBERSHIP RENEWAL. The City Council hereby approves the renewal of its membership in the NWMC.

SECTION 3: AUTHORIZATION OF RENEWAL AND PAYMENT. The City Manager and City Clerk are hereby authorized and directed to execute and attest all necessary documents approved by the General Counsel to renew the City's membership in the NWMC, and the City Manager is authorized to pay to the NWMC the Membership Dues in the not-to-exceed amount of \$25,528.

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

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



PUBLIC WORKS AND ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 9, 2024
To: Dorothy Wisniewski, City Manager
From: Jason Ostrowski, Superintendent
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works
Subject: 2024 - 2025 Rock Salt Renewal Year Purchase – Lake County Department of Transportation

Issue: Each year, the City of Des Plaines purchases rock salt for snow and ice control for the upcoming winter season.

Analysis: The Public Works and Engineering Department requested to be included in the Lake County Department of Transportation (LCDOT) rock salt renewal bidding process for a portion of the City’s annual rock salt purchase. The LCDOT bidding procedure meets the requirements to utilize Motor Fuel Tax (MFT) funds.

Des Plaines typically uses approximately 4,000 to 6,000 tons during a winter season dependent upon weather conditions. In accordance with LCDOT bidding guidelines, staff responded to the LCDOT rock salt survey in February 2024 requesting the purchase of 1,000 tons of AASHTO specification M143 road salt. The low bidder was Morton Salt Company in the amount of \$89.48 per ton which is a 2% increase in cost from the previous year. Historic data for rock salt purchase is detailed in the chart below:

Table with 4 columns: Year, Tons Purchased, Cost Per Ton, Total. Rows for years 2008 through 2012.

Year	Tons Purchased	Cost Per Ton	Total
2013	3,650	\$52.74	\$192,501.00
2014	6,000	\$75.79	\$454,740.00
2015	6,850	\$75.79	\$519,169.82
2016	4,632	\$60.61	\$280,745.52
2017	4,432	\$42.46	\$188,182.72
2018	4,708	\$43.48	\$204,703.84
2019	5,941	\$58.13	\$345,350.33
2020	4,190	\$63.94	\$267,908.60
2021	6,831	\$46.39	\$316,913.35
2022	4,154	\$47.33	\$196,608.82
2023*	LCDOT-1,618.51 CMS-1,013.08	\$83.55 \$80.49	\$135,226.51 \$81,542.81
2024*	LCDOT-495.43 CMS-2018.08	\$87.73 \$76.47	\$43,464.07 \$154,322.57

*The City is required to purchase 1000 tons in 2024 to meet minimum purchase amounts per the CMS contract.

*The City is required to purchase 1100 tons in 2024 to meet the minimum purchase amounts per the LCDOT contract.

The LCDOT bid of 1,000 tons will be supplemented by 4,000 tons through the CMS contract which is scheduled with a tentative bid opening date in June 2024, to meet the annual allotment of 5,000 tons.

Recommendation: We recommend accepting the rock salt bid award through the Lake County DOT, to Morton Salt, Inc., 444 W. Lake Street, Suite 3000, Chicago, IL 60606 at a cost of \$89.48 per ton delivered. Source of funding will be budgeted MFT Funds, Commodities, Ice Control (230-00-000-7160).

The funding amounts for these items are the 2024 account balance of \$283,552 and the 2025 proposed budget amount of \$400,000. Rock salt purchases typically expend funds from two budget years as purchases are made during October to December of the current year and January to March of the following year.

Attachments:

- Attachment 1 – Bid Tabulation
- Attachment 2 – Approval of Award, BLR 12330
- Resolution R-101-24



Project: 2025 PATROL I MAINTENANCE - ROCK SALT

Description: FURNISH AND DELIVER ROCK SALT

Section: 25-00000-05-GM

CPMS Pin: B-01604

Let Date: 4/16/2024

Summary of Bids Received

Bidder	Address	City, State, Zip	Bond/Check
Salt Xchange Inc.	P.O. Box 95	Eola, IL 60519	Bid Bond
Compass Minerals America, Inc.	9900 W. 109th Street, Suite 100	Overland Park, KS 66210	Bid Bond
Morton Salt, Inc.	444 w. Lake Street, Suite 2900	Chicago, IL 60606	Bid Bond

THE LOW BIDS FOR EACH AGENCY, (80%-120%, 120% - 150% & EARLY DELIVERY) ARE HIGHLIGHTED Early Delivery unit price is for delivery between July 15, 2024 and November 1, 2024; 80% - 120% unit price & 120% - 150% unit price are for delivery after November 1, 2024.						
UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.	
Lake County						
1	Lake County Division of Transportation	TONS	14,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.21 \$ 95.21 \$ 85.21 \$ 84.90 \$ 94.90 \$ 84.90
2	Lake County Forest Preserve District	TONS	250	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.55 \$ 94.55 \$ 84.55 \$ 84.23 \$ 94.23 \$ 84.23
Lake County Townships						
3	Antioch Township	TONS	2,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 83.56 \$ 93.56 \$ 83.56 \$ 83.25 \$ 93.25 \$ 83.25
4	Avon Township	TONS	400	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51 \$ 85.19 \$ 95.19 \$ 85.19
5	Ela Township	TONS	750	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.61 \$ 95.61 \$ 85.61 \$ 85.29 \$ 95.29 \$ 85.29

UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Exchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.		
Lake County Townships (continued)							
6	Fremont Township	TONS	400	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.58 \$ 95.58 \$ 85.58 \$ 85.19 \$ 95.19 \$ 85.19 \$ 84.23 \$ 94.23 \$ 84.23 \$ 85.21 \$ 95.21 \$ 85.21 \$ 88.77 \$ 98.77 \$ 88.77 \$ 91.23 \$ 101.23 \$ 91.23	\$ 85.26 \$ 95.26 \$ 85.26 \$ 85.19 \$ 95.19 \$ 85.19 \$ 84.23 \$ 94.23 \$ 84.23 \$ 84.90 \$ 94.90 \$ 84.90 \$ 86.71 \$ 96.71 \$ 86.71 \$ 90.00 \$ 100.00 \$ 90.00
7	Grant Township	TONS	1,300	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid		
8	Lake Villa Township	TONS	1,200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid		
9	Libertyville Township Road District	TONS	700	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid		
10	Newport Township	TONS	200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid		
11	Vernon Township	TONS	200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid		

UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Exchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.		
Lake County Communities							
12	Warren Township	TONS	3,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.36 \$ 94.36 \$ 84.36	\$ 84.05 \$ 94.05 \$ 84.05
13	Wauconda Township	TONS	700	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.38 \$ 96.38 \$ 86.38	\$ 86.05 \$ 96.05 \$ 86.05
14	Village of Antioch	TONS	900	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 83.56 \$ 93.56 \$ 83.56	\$ 83.25 \$ 93.25 \$ 83.25
15	Village of Barrington	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 92.95 \$ 102.95 \$ 92.95	\$ 90.79 \$ 100.79 \$ 90.79
16	Village of Beach Park	TONS	450	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 83.42 \$ 93.42 \$ 83.42	\$ 83.11 \$ 93.11 \$ 83.11
17	Village of Buffalo Grove	TONS	1,750	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.78 \$ 94.78 \$ 84.78	\$ 84.47 \$ 94.47 \$ 84.47

UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Exchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.		
Lake County Communities (continued)							
18	Village of Deerfield	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.42 \$ 94.42 \$ 84.42	\$ 84.11 \$ 94.11 \$ 84.11
19	Village of Grayslake	TONS	2,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.30 \$ 95.30 \$ 85.30	\$ 84.98 \$ 94.98 \$ 84.98
20	Village of Gurnee	TONS	2,500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.36 \$ 94.36 \$ 84.36	\$ 84.05 \$ 94.05 \$ 84.05
21	Village of Hainesville	TONS	150	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 89.99 \$ 99.99 \$ 89.99	\$ 87.90 \$ 97.90 \$ 87.90
22	City of Highland Park	TONS	1,500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.42 \$ 94.42 \$ 84.42	\$ 84.11 \$ 94.11 \$ 84.11
23	City of Highwood	TONS	1,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.42 \$ 94.42 \$ 84.42	\$ 84.11 \$ 94.11 \$ 84.11

UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Exchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.		
Lake County Communities (continued)							
24	Village of Island Lake	TONS	600	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.80 \$ 96.80 \$ 86.80	\$ 86.47 \$ 96.47 \$ 86.47
25	Village of Kildeer	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.62 \$ 95.62 \$ 85.62	\$ 85.31 \$ 95.31 \$ 85.31
26	City of Lake Forest	TONS	1,600	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.78 \$ 94.78 \$ 84.78	\$ 84.47 \$ 94.47 \$ 84.47
27	Village of Lake Villa	TONS	550	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.55 \$ 94.55 \$ 84.55	\$ 84.23 \$ 94.23 \$ 84.23
28	Village of Libertyville	TONS	2,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.21 \$ 95.21 \$ 85.21	\$ 84.90 \$ 94.90 \$ 84.90
29	Village of Lincolnshire	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.78 \$ 94.78 \$ 84.78	\$ 84.47 \$ 94.47 \$ 84.47

UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Exchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.		
Lake County Communities (continued)							
30	Village of Lindenhurst	TONS	650	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.55 \$ 94.55 \$ 84.55	\$ 84.23 \$ 94.23 \$ 84.23
31	Village of Long Grove	TONS	1,400	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.38 \$ 96.38 \$ 86.38	\$ 86.05 \$ 96.05 \$ 86.05
32	Village of Mettawa	TONS	150	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.78 \$ 94.78 \$ 84.78	\$ 82.81 \$ 92.81 \$ 82.81
33	Village of Mundelein	TONS	800	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.58 \$ 95.58 \$ 85.58	\$ 85.26 \$ 95.26 \$ 85.26
34	City of North Chicago	TONS	1,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.21 \$ 95.21 \$ 85.21	\$ 83.23 \$ 93.23 \$ 83.23
35	City of Park City	TONS	150	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.29 \$ 95.29 \$ 85.29	\$ 84.97 \$ 94.97 \$ 84.97

UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Exchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.		
Lake County Communities (continued)							
36	Village of Round Lake	TONS	1,100	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51	\$ 85.19 \$ 95.19 \$ 85.19
37	Village of Round Lake Beach	TONS	700	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51	\$ 85.19 \$ 95.19 \$ 85.19
38	Village of Round Lake Heights	TONS	200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 89.99 \$ 99.99 \$ 89.99	\$ 87.90 \$ 97.90 \$ 87.90
39	Village of Vernon Hills	TONS	1,400	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.21 \$ 95.21 \$ 85.21	\$ 84.90 \$ 94.90 \$ 84.90
40	Village of Wadsworth	TONS	300	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 83.03 \$ 93.03 \$ 83.03	\$ 82.72 \$ 92.72 \$ 82.72
41	Village of Wauconda	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.38 \$ 96.38 \$ 86.38	\$ 86.05 \$ 96.05 \$ 86.05

UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Exchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.		
Cook County Communities							
42	City of Des Plaines	TONS	1,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 89.82 \$ 99.82 \$ 89.82	\$ 89.48 \$ 99.48 \$ 89.48
43	Village of Glencoe	TONS	700	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51	\$ 85.19 \$ 95.19 \$ 85.19
44	Village of Glenview	TONS	2,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 83.71 \$ 93.71 \$ 83.71	\$ 83.40 \$ 93.40 \$ 83.40
45	Village of Kenilworth	TONS	300	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.47 \$ 95.47 \$ 85.47	\$ 85.14 \$ 95.14 \$ 85.14
46	Village of Winnetka	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.51 \$ 95.51 \$ 85.51	\$ 85.19 \$ 95.19 \$ 85.19
McHenry County Townships							
47	Algonquin Township	TONS	1,200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 94.41 \$ 104.41 \$ 94.41	\$ 92.22 \$ 102.22 \$ 92.22

UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Exchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.		
McHenry County Townships (continued)							
48	Grafton Township Road District	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.28 \$ 95.28 \$ 85.28	\$ 84.97 \$ 94.97 \$ 84.97
49	McHenry Township Road District	TONS	2,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 93.26 \$ 93.26 \$ 93.26	\$ 91.09 \$ 101.09 \$ 91.09
McHenry County Communities							
50	Village of Algonquin	TONS	2,200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 92.05 \$ 102.05 \$ 92.05	\$ 90.81 \$ 100.81 \$ 90.81
51	Village of Cary	TONS	1,500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.81 \$ 96.81 \$ 86.81	\$ 86.48 \$ 96.48 \$ 86.48
52	City of Crystal Lake	TONS	4,900	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 93.48 \$ 103.48 \$ 93.48	\$ 91.31 \$ 101.31 \$ 91.31
53	Village of Fox River Grove	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.39 \$ 96.39 \$ 86.39	\$ 86.07 \$ 96.07 \$ 86.07

UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Exchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.	
McHenry County Communities (continued)						
54	Village of Hebron	TONS	300	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 84.45 \$ 94.45 \$ 84.45 \$ 91.09 \$ 101.09 \$ 91.09 \$ 92.28 \$ 102.28 \$ 92.28 \$ 90.58 \$ 100.58 \$ 90.58 \$ 89.57 \$ 99.57 \$ 89.57 \$ 92.77 \$ 102.77 \$ 92.77
55	Village of Johnsburg	TONS	1,350	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 93.26 \$ 103.26 \$ 93.26 \$ 91.09 \$ 101.09 \$ 91.09 \$ 92.28 \$ 102.28 \$ 92.28 \$ 90.58 \$ 100.58 \$ 90.58 \$ 89.57 \$ 99.57 \$ 89.57 \$ 92.77 \$ 102.77 \$ 92.77
56	City of McHenry	TONS	1,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 94.48 \$ 104.48 \$ 94.48 \$ 92.28 \$ 102.28 \$ 92.28 \$ 90.58 \$ 100.58 \$ 90.58 \$ 89.57 \$ 99.57 \$ 89.57 \$ 92.77 \$ 102.77 \$ 92.77
57	Village of Richmond	TONS	150	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 92.74 \$ 102.74 \$ 92.74 \$ 90.58 \$ 100.58 \$ 90.58 \$ 89.57 \$ 99.57 \$ 89.57 \$ 92.77 \$ 102.77 \$ 92.77
58	Village of Spring Grove	TONS	450	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 90.79 \$ 100.79 \$ 90.79 \$ 89.57 \$ 99.57 \$ 89.57 \$ 92.77 \$ 102.77 \$ 92.77
59	Village of Wonder Lake	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 94.98 \$ 104.98 \$ 94.98 \$ 92.77 \$ 102.77 \$ 92.77

UNIT OF GOVERNMENT	UNITS	QUANTITY	Salt Exchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.		
McHenry County Communities (continued)							
60	City of Woodstock	TONS	1,800	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 88.93 \$ 98.93 \$ 88.93	\$ 87.72 \$ 97.72 \$ 87.72
61	Village of Lakewood	TONS	950	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.45 \$ 96.45 \$ 86.45	\$ 86.13 \$ 96.13 \$ 86.13
McHenry County DOT							
62	Cary Park District	TONS	22	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 92.45 \$ 102.45 \$ 92.45	\$ 91.20 \$ 101.20 \$ 91.20
McHenry County DOT ENHANCED SALT							
63	McHenry County DOT	TONS	5,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$ 104.25 \$ 114.25 \$ 104.25	\$ 115.05 \$ 125.05 \$ 115.05	\$ 115.16 \$ 125.16 \$ 115.16



**Acceptance of Proposal to Furnish
Materials and Approval of Award**

Local Public Agency	County	Street Name/Road Name	Section Number
City of Des Plaines	Cook	1111 Joseph Schwab Road	25-00000-05-GM

Bidder's Name			
Morton Salt, Inc.			
Bidder's Address	City	State	Zip Code
444 W. Lake Street, Suite 3000	Chicago	IL	60606

In accordance with your proposal submitted on 04/16/24, a copy of which is in our files, you have been awarded the contract for furnishing the following materials required in the maintenance of the above designated project. Materials shall be inspected in accordance with current Departmental policies.

Date of Submittal
Construction or Maintenance

Item	Unit of Measure	Quantity	Unit Price	Amount
Rock Salt	Tons	1,000		\$0.00
Early Delivery Unit Price	Ton		\$89.4800	\$0.00
80%-120% Regular Delivery	Ton		\$89.4800	\$0.00
120%-150% Regular Delivery	Ton		\$99.4800	\$0.00
Total				\$0.00

Terms
Unit prices will remain the same through 11/1/25

Shipping Instructions
Note: THIS ACCEPTANCE IS NOT AN ORDER. A PURCHASE ORDER WILL BE PROVIDED AND ORDERS WILL BE PLACED ON AN AS NEEDED BASIS. Deliver to Des Plaines Public Works, 1111 Joseph J. Schwab Road, Des Plaines, IL. 60016

For Municipal Projects
Municipal Official Signature & Date

For County And Road District Project
Highway Commissioner Signature & Date

County Engineer/Superintendent of Highways Signature & Date

Illinois Department of Transportation
Concurrence in Approval of Award

Regional Engineer Signature & Date

CITY OF DES PLAINES

RESOLUTION R - 101 - 24

A RESOLUTION AUTHORIZING THE PROCUREMENT OF ROCK SALT FROM MORTON SALT, INC.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the City has appropriated funds in the Motor Fuel Tax Fund for use by the Public Works and Engineering Department for the procurement of bulk rock salt for snow and ice control operations; and

WHEREAS, the Public Works and Engineering Department requested to be included in the Lake County Department of Transportation ("**LCDOT**") rock salt renewal bidding process for a portion of the annual rock salt purchase;

WHEREAS, LCDOT's bidding procedures satisfy the requirements necessary to use Motor Fuel Tax funds and the City's competitive bidding requirements; and

WHEREAS, in accordance with LCDOT bidding guidelines, staff responded to the LCDOT rock salt renewal survey in February 2024 requesting the purchase of 1,000 tons of AASHTO specification M143 road salt; and

WHEREAS, LCDOT sought bids for the award of AASHTO specification M143 road salt, and Morton Salt, Inc. ("**Vendor**") submitted the low bid price of \$89.48 per ton delivered to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase rock salt from Vendor in the amount of \$89.48 per ton;

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 PURCHASE. The City Council hereby approves the purchase by the City of rock salt from Vendor through LCDOT in the amount of \$89.48 per ton.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents and make such payments, on behalf of the City, as are necessary to complete the purchase of rock salt from Vendor through LCDOT in the amount of \$89.48 per ton.

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 _____, 2024.

APPROVED this ___ day of _____, 2024.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Rock Salt thru LCDOT from Morton Salt



PUBLIC WORKS AND ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 9, 2024
To: Dorothy Wisniewski, City Manager
From: Jason Ostrowski, Superintendent
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works
Subject: Bid Award - 2024 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement—MFT 24-00000-06-GM

Issue: The approved 2024 budget includes funding for pavement markings. Two bids for this service were received on April 25, 2024.

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 81,328 feet of various sizes of pavement marking lines and replacement/repair of 198 raised reflectors. A bid summary is listed below:

Table with 2 columns: Company, Total Contract Price. Rows include Superior Road Striping (\$130,177.35), Precision Pavement Markings (\$135,324.80), and Maintenance Coatings (\$323,971.00).

Recommendation: We recommend award of the 2024 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement – MFT-24-00000-06-GM contract to Superior Road Striping, in the amount of \$130,177.35. Funding for this project will be from Motor Fuel Tax, Other Services account (230-00-000-0000.6165).

Attachments:
Resolution R-102-24
Exhibit A – Contract

CITY OF DES PLAINES

RESOLUTION R - 102 - 24

A RESOLUTION APPROVING AN AGREEMENT WITH SUPERIOR ROAD STRIPING INC. FOR THE 2024 THERMOPLASTIC/EPOXY PAVEMENT MARKINGS AND RAISED REFLECTOR PAVEMENT MARKER REPLACEMENT PROJECT, MFT-24-00000-06-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 2024 fiscal year for the 2024 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement Project, MFT-24-00000-06-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 25, 2024; and

WHEREAS, Superior Road Striping Inc. ("**Contractor**") submitted the lowest responsible bid in the amount of \$130,177.35; 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 \$130,177.35 ("**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 Agreement is hereby approved 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 Mayor and the City Clerk are hereby authorized and directed 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 _____, 2024.

APPROVED this ____ day of _____, 2024.

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 2024 Thermoplastic Epoxy Markings



Contractor's Name

Superior Road Striping, Inc.

Contractor's Address

225 Miles Parkway

City

Bartlett

State

IL

ZIP Code

60103

STATE OF ILLINOIS

Local Public Agency

City of Des Plaines

County

Cook

Section Number

24-00000-05-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

Signature and Date boxes for Highway Commissioner

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Signature and Date boxes for County Engineer/Superintendent of Highways

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Signature and Date boxes for Municipal Project

Official Title

MAYOR

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

Signature and Date boxes for Department of Transportation

Local Public Agency	Local Street/Road Name	County	Section Number
City of Des Plaines	Various Locations	Cook	24-00000-05-GM

1. THIS AGREEMENT, made and concluded the _____ day of _____ 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.

2. 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.

3. 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 24-00000-05-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.

4. 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:	

(If a Limited Liability Corporation)

LLC Name

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

(If a Partnership)

Partner	Date

Partner	Date

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

(If an individual)

Party of the Second Part	Date

Attest: Secretary

	Date

(SEAL)



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 9, 2024

To: Dorothy Wisniewski, City Manager

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

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

Subject: Approve Expenditure – 1177 Walnut Avenue Demolition

Issue: The City recently purchased the property located at 1177 Walnut Avenue (which includes address ranges of 1173 to 1177 Walnut Avenue and 1068 to 1084 Lee Street). Due to the current condition of the building expedient demolition is warranted.

Analysis: This project consists of securing a Cook County Demolition Permit, the demolition of the building structure, asphalt removal, sign removal, grading of the property, and application of seed/straw on the entire lot. Once the demolition is completed, the parcel will remain open space with adjacent sidewalks on Walnut Avenue and Lee Steet to remain and repaired as needed. Staff has reached out to three vendors to provide pricing for this demolition service with pricing listed below:

Vendor	Demolition Cost
MBR Wrecking & Construction, Inc.	\$48,600
John Neri Construction Co., Inc.	\$72,300
KLF Enterprises	\$82,000

The environmental Phase I study, asbestos testing for any required abatement, HVAC condensing unit evacuation, and scheduling of utility disconnects are currently in the process of being completed. Once these items are completed the demolition process can begin.

Recommendation: We recommend the City Council waive the bidding process and approve the quote for 1177 Walnut Avenue Demolition Services to MBR Wrecking & Construction, Inc., in the amount of \$48,600. This expenditure will be funded from the TIF 8 Fund – Miscellaneous Contractual Services account: (208-00-000-0000.6195).

Attachments:
Attachment 1 - MBR Wrecking & Construction Inc. Proposal
Resolution R-103-24

PROPOSAL-CONTRACT

MBR WRECKING & CONSTRUCTION INC.

7366 N. LINCOLN AVE. #204

LINCOLNWOOD, IL. 60712

888.585.DEMO (3366)

DATE: 4/8/2024

PROPOSAL #2698

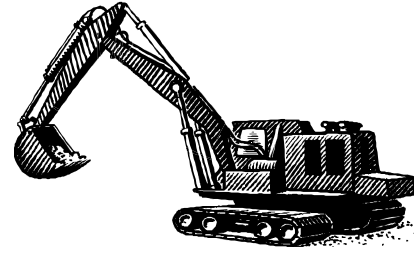
LOCATION(S):

1068-1084 LEE ST.--1173 WALNUT AVE.

DES PLAINES, IL. 60016

PROPOSAL IS VALID FOR 30 DAYS

SUBMITTED TO: CITY OF DES PLAINES



PROPOSAL DOES NOT INCLUDE:

**WATER BILLS, RETENTION PLAN, DEGRADATION FEE, DEMO TAX
REMOVING: TIRES, HAZARDOUS MATERIAL, POOLS,
UNDERGROUND TANKS, AUTOMOBILES, CANOPY/SCAFFOLDING
ASPHALT/CONCRETE (UNLESS STATED OTHERWISE)
REPAIRS DUE TO CONVENTIONAL WORK METHOD.**

DESCRIPTION	PRICE	QUANTITY	TOTAL
MBR WRECKING INC. PROPOSES THE FOLLOWING: ACQUIRE THE COOK COUNTY ENVIRONMENTAL PERMITS: INSTALL TEMPORARY FENCING AS NEEDED: MOBILIZE WITH EQUIPMENT ON SITE: DEMOLISH THE COMMERCIAL BUILDINGS ON SITE: REMOVE THE CONCRETE SLABS/FOOTINGS BENEATH THE BUILDING: REMOVE THE ASPHALT PARKING LOT SURROUNDING THE BUILDING: BACKFILL THE AREA & GRADE TO LEVEL: APPLY STRAW & SEED TO THE ENTIRE LOT:			
			\$48,600

1. PERFORMANCE & PAYMENT: THE CONTRACTOR SHALL PERFORM THE CONTRACT WORK IN COMPLIANCE WITH THIS CONTRACT AND WITH ALL APPLICABLE LAWS AND LEGAL REQUIREMENTS, AND IN THE MANNER AND TO THE STANDARD TO BE EXPECTED OF A REASONABLY COMPETENT CONTRACTOR. THE OWNER/REPRESENTATIVE SHALL PAY THE CONTRACTOR FINAL INSTALLMENT TO BE PAID UPON COMPLETION OF THE WORK.

ALL SCRAP AND/OR SALVAGE MATERIAL (BRICK,METAL,ETC.) SHALL BECOME THE PROPERTY OF MBR WRECKING INC.

2. VARIATIONS: THIS CONTRACT MAY BE VARIED BY CHANGES TO THE CONTRACT WORK (INCLUDING ADDITIONS, OMISSIONS OR REPLACEMENTS) WHEN:

A. THE PARTY REQUIRING THE VARIATION GIVES THE OTHER PARTY A WRITTEN NOTICE DESCRIBING THE VARIATION

B. THE CONTRACTOR PROVIDES A WRITTEN ESTIMATE OF THE VALUE OF THE VARIATION AND WHEN THE PAYMENT OR CREDIT IS TO BE MADE; AND

C. THE VARIATION NOTICE IS SIGNED BY OWNER/REPRESENTATIVE AND THE CONTRACTOR.

3. WORKPLACE HEALTH AND SAFETY: THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE FEDERAL AND STATE HEALTH AND SAFETY RULES AND REGULATIONS

APPROVALS: THE CONTRACTOR SHALL OBTAIN ALL PERMITS, PERMISSIONS, CONSENTS OR APPROVALS REQUIRED IN CONNECTION WITH THE CONTRACT WORK.

5. ACCESS: THE OWNER SHALL GIVE THE CONTRACTOR REASONABLE ACCESS AS NECESSARY TO ENABLE PERFORMANCE OF THIS CONTRACT.

6. CARE OF THE WORK: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE OF THE CONTRACT WORK UNTIL COMPLETION AND SHALL PROMPTLY MAKE GOOD ANY LOSS OR DAMAGE TO THE CONTRACT WORK CAUSED BY AN ACT, NEGLIGENCE OR DEFAULT OF THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES, AGENTS OR SUB-CONTRACTORS.

7. DISPOSAL FEES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND INCLUDE IN THE TOTAL PRICE, ANY DISPOSAL FEES ASSOCIATED WITH THE REMOVAL AND DISPOSAL OF BUILDING MATERIAL.

DISPUTE RESOLUTION: ANY DISPUTE BETWEEN THE OWNER/REPRESENTATIVE AND THE CONTRACTOR ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT MAY BE REFERRED TO THE AMERICAN ARBITRATION ASSOCIATION OR AN APPROPRIATE COURT OR (BY MUTUAL CONSENT) A MEDIATION SERVICE.

OWNER/REPRESENTATIVE

MBR WRECKING INC.

CITY OF DES PLAINES: GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Order of goods or services to which they are attached, except as specifically provided otherwise in the Order.

TAX EXEMPTION:

The City of Des Plaines is tax exempt, ID # E9998-1610-04.

ACCEPTANCE OF ORDER:

The Order is the City's offer to purchase the described goods and/or services from Vendor. The City's placement of the Order is expressly conditioned on Vendor's acceptance of all terms and conditions stated herein.

AMENDMENTS:

These terms and conditions may be amended only in writing and signed by the City's authorized agent.

UNIFORM COMMERCIAL CODE:

All applicable portions of the Illinois Uniform Commercial Code govern orders with the City.

DELIVERY; TIME OF ESSENCE; CANCELLATION BY CITY:

All prices include shipping and delivery to the City unless specified otherwise. Time is of the essence on all matters related to the purchase. If deliveries are not completed at the time agreed, the City may cancel the purchase or purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor must advise the City in writing of the earliest possible shipping date.

RISK OF LOSS:

Vendor bears all risk of loss, injury, or destruction of goods ordered herein until acceptance by the City. No loss, injury, or destruction will release Vendor from any obligations hereunder.

INSPECTION:

Goods must be properly packaged. Damaged goods will not be accepted. If damage is not readily apparent at the time of delivery, the goods will be returned and must be replaced at no cost to the City. Notwithstanding any conflicting provision, the City has the right to inspect goods for at least 14 days after delivery.

PATENTS AND COPYRIGHTS:

If any good or service delivered to the City is protected by any patent or copyright, Vendor must indemnify and save harmless the City from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person or entity on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

NON-WAIVER OF RIGHTS:

No failure of the City to exercise any power given to it hereunder or to insist upon strict compliance by Vendor with its obligations hereunder, and no custom or practice of the City at variance with the terms hereof, and no payment made constitutes a waiver of the City's right to demand exact compliance with the terms hereof.

MATERIAL SAFETY DATA SHEETS:

Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communication Standard, must be provided by Vendor to the City at the time of purchase.

COMPLIANCE WITH LAWS:

Vendor, in fulfilling the order, must comply with all applicable provisions of the federal, State, and local laws, regulations, rules, and orders.

LAWS GOVERNING:

The Order is governed by and construed according to the laws of the State of Illinois. Venue for any action related to the order will be in the Circuit Court of Cook County, Illinois.

PAYMENT; PAYMENT TERMS:

All invoices must be addressed to Accounts Payable, City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois, 60016, as indicated on the front of the Order. Each invoice must include Vendor's name and telephone number, quantities, item descriptions, and units of measure. The City's payment will be: 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 invoice.


WARRANTY:

Vendor warrants that all goods furnished hereunder will conform in all respects to the terms of the Order, including all drawings, specifications, and standards, and will be free of defects in materials, workmanship, and design. Vendor warrants the goods are suitable for and will perform in accordance with their intended purposes.

COMPLIANCE WITH LAWS:

Vendor must comply with all applicable laws, including without limitation the Illinois Human Rights Act and the Public Works Employment Discrimination Act.

It is an unlawful employment practice for the Vendor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Vendor must comply with all applicable civil rights laws.

ACCEPTED BY 
TITLE Manager
DATE 5-1-2024

CITY OF DES PLAINES

RESOLUTION R - 103 - 24

A RESOLUTION APPROVING THE EXPENDITURE OF FUNDS FOR DEMOLITION SERVICES AT 1177 WALNUT AVENUE.

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 TIF 8 Fund for use by the Public Works and Engineering Department during the 2024 fiscal year for the demolition of the building on the property commonly known as 1177 Walnut Avenue, Des Plaines, Illinois ("***Demolition Services***"); and

WHEREAS, currently, neither the State of Illinois nor the Northwest Municipal Conference have joint purchasing contracts or pricing for demolition services; and

WHEREAS, MBR Wrecking & Construction, Inc. ("***Vendor***") submitted a quote to perform the Demolition Services in the not-to-exceed amount of \$48,600; and

WHEREAS, the City desires to procure the Demolition Services from the Vendor in the total not-to-exceed amount of \$48,600; and

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

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 procurement of the Demolition Services is hereby waived.

SECTION 3: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the City of the Demolition Services from Vendor in the total not-to-exceed amount of \$48,600.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal such documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, as are necessary

to complete the purchase of the Demolition Services from Vendor in a total not-to-exceed amount of \$48,600.

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 _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Waive Bid Approve Demolition Funds



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 29, 2024
 To: Dorothy Wisniewski, City Manager
 From: Becka Shipp, P.E., Assistant Director of Engineering *BS*
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*
 Subject: Bid Award - 2024 Capital Improvement Program (CIP) Concrete Improvements
 MFT 24-00000-01-GM

Issue: Bids for the 2024 CIP Concrete Improvements, MFT 24-00000-01-GM were opened on April 22, 2024.

Analysis: The scope of work primarily includes removal and replacement of uneven or cracked sidewalk, deteriorated or settled curb and gutter, alley reconstruction, and landscape restoration at various locations throughout the City. The project also includes the removal of existing alley pavement and constructing pervious concrete pavement at the following locations:

LOCATION	LIMITS	ACTIVITY
Laurel/Graceland	Marion to Dempster	Alley Reconstruction
Oakton/Riverview	Linden to Orchard	Alley Reconstruction
Oakton/Riverview	White to Cora	Alley Reconstruction
Walnut/Oakwood	Center to Cora	Alley Reconstruction

Following are the bid results:

BIDDER	BID AMOUNT
Everlast Blacktop	\$2,128,831.60
Martam Construction, Inc.	\$2,393,703.00

The Engineer’s Estimate was \$1.8 million.

After evaluation, staff has deemed the proposal from the apparent low bidder, Everlast Blacktop, to be unqualified. The contractor’s past projects were much smaller in scope compared to this project and their total financial rating on their Certificate of Eligibility is less than 50% of the total estimated value of the project. Several of the contractor’s bid proposal documents were incomplete when submitted as well. The second lowest bidder, Martam Construction, Inc., has been awarded for this work in the past and references supplied by them are favorable.

The City has been awarded \$150,000.00 in Department of Commerce and Economic Opportunity (DCEO) grant funding which will be used towards this project. A Grant Agreement will be placed on a future consent

agenda to approve use of these funds.

Recommendation: References supplied by the low bidder, Martam Construction, Inc., are favorable. We recommend award of the 2024 CIP Concrete Improvements, MFT 24-00000-01-GM project to Martam Construction, Inc., 1200 Gasket Drive, Elgin, Illinois 60120 in the amount of \$2,393,703.00. Source of funding is budgeted Motor Fuel Tax funds, Capital Projects funds, and Grant Projects funds.

Attachments:

Attachment 1 - Bid Tabulation

Resolution R-104-24

Exhibit A - Contract

County: Cook
 Local Agency: Des Plaines
 Section: 2024 CIP - CONCRETE PROGRAM 2024
 Estimate: \$1.80 M

Date: 4/22/2024
 Time: 10:00AM

Name of Bidder:	Everlast Blacktop	Martam Construction
Address of Bidder:	29W700 Lake Street Elgin, IL 60120	1200 Gasket Drive Elgin, IL 60120

Attended By:	Becka Shipp, P.E.	Terms:					
		Approved Engineer's Estimate					

Item No.	Unit	Quantity	Unit Price	Unit Price	Total	Unit Price	Total	
1	TREE ROOT PRUNING	EACH	50	\$115.00	\$200.00	\$10,000.00	\$200.00	\$10,000.00
2	TREE REMOVAL (6 TO 15 INCH-DIA.)	IN.-DIA.	50	\$66.00	\$28.00	\$1,400.00	\$45.00	\$2,250.00
3	TREE REMOVAL (OVER 15 INCH-DIA.)	IN.-DIA.	150	\$66.00	\$29.00	\$4,350.00	\$54.00	\$8,100.00
4	EXPLORATION TRENCH	L.F.	40	\$65.00	\$30.00	\$1,200.00	\$120.00	\$4,800.00
5	INLET FILTER	EACH	24	\$218.00	\$100.00	\$2,400.00	\$300.00	\$7,200.00
6	WASHED CA-07 GRANULAR EMBANKMENT	C.Y.	24	\$50.00	\$60.00	\$1,440.00	\$98.00	\$2,352.00
7	EARTH EXCAVATION	C.Y.	760	\$98.00	\$42.00	\$31,920.00	\$89.00	\$67,640.00
8	PAVEMENT REMOVAL 8"	S.Y.	1324	\$35.00	\$18.00	\$23,832.00	\$34.00	\$45,016.00
9	SIDEWALK REMOVAL	S.F.	24120	\$3.00	\$1.68	\$40,521.60	\$4.00	\$96,480.00
10	PCC SIDEWALK	S.F.	44070	\$12.50	\$11.00	\$484,770.00	\$15.00	\$661,050.00
11	DETECTABLE WARNINGS	S.F.	460	\$41.50	\$39.00	\$17,940.00	\$54.00	\$24,840.00
12	COMB. CURB AND GUTTER, REMOVAL AND REPLACEMENT, VARIOUS TYPES	L.F.	2800	\$54.00	\$52.00	\$145,600.00	\$71.00	\$198,800.00
13	CONCRETE RIBBON, PCC PAVEMENT, 8" - VARIOUS WIDTHS	L.F.	1717	\$47.00	\$57.00	\$97,869.00	\$57.00	\$97,869.00
14	PCC PAVEMENT, 8"	S.Y.	18	\$118.00	\$162.00	\$2,916.00	\$586.00	\$10,548.00
15	PERVIOUS CONCRETE PAVEMENT, 8"	S.Y.	70	\$165.00	\$400.00	\$28,000.00	\$382.00	\$26,740.00
16	DRIVEWAY PAVEMENT REMOVAL AND 6" P.C.C. REPL.	S.Y.	1513	\$105.00	\$131.00	\$198,203.00	\$127.00	\$192,151.00
17	CONCRETE CURB AND GUTTER, B-6 12	L.F.	590	\$47.00	\$39.00	\$23,010.00	\$57.00	\$33,630.00
18	DRIVEWAY PAVEMENT REMOVAL AND 8" P.C.C. REPL.	S.Y.	100	\$105.00	\$169.00	\$16,900.00	\$165.00	\$16,500.00
19	HMA DRIVEWAY SURFACE COURSE, REMOVAL & REPL.	S.Y.	243	\$87.00	\$52.00	\$12,636.00	\$79.00	\$19,197.00
20	PAVEMENT PATCHING	S.Y.	763	\$88.00	\$64.00	\$48,832.00	\$127.00	\$96,901.00
21	REMOVE AND RESET BRICK PAVERS	S.Y.	52	\$120.00	\$175.00	\$9,100.00	\$288.00	\$14,976.00
22	3-1/8" PERMEABLE BRICK PAVERS	S.Y.	826	\$85.00	\$118.00	\$97,468.00	\$118.00	\$97,468.00
23	REMOVE & SALVAGE BRICK PAVERS	S.Y.	24	\$50.00	\$60.00	\$1,440.00	\$81.00	\$1,944.00
24	MH, CB, VV TO BE ADJUSTED, NEW FRAME & LID	EACH	22	\$975.00	\$690.00	\$15,180.00	\$950.00	\$20,900.00
25	MH, CB, VV TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	6	\$1,150.00	\$2,600.00	\$15,600.00	\$1,650.00	\$9,900.00
26	CURB BOXES TO BE ADJUSTED	EACH	30	\$25.00	\$90.00	\$27,000.00	\$1,150.00	\$34,500.00
27	CB, TY-C, 2'-DIA, CURB FRAME AND GRATE	EACH	6	\$3,370.00	\$4,100.00	\$24,600.00	\$3,600.00	\$21,600.00
28	METAL FLARED END SECTION	EACH	3	\$950.00	\$900.00	\$2,700.00	\$800.00	\$2,400.00
29	REINFORCEMENT BARS, EPOXY COATED	L.F.	730	\$4.00	\$3.00	\$2,190.00	\$3.00	\$2,190.00
30	STORM SEWER, PERFORATED UNDERDRAIN, PVC 6"	LF	738	\$60.00	\$62.00	\$45,756.00	\$81.00	\$59,778.00
31	10" PVC STORM SEWER	LF	109	\$85.00	\$169.00	\$18,421.00	\$145.00	\$15,805.00
32	TRENCH BACKFILL	C.Y.	65	\$50.25	\$68.00	\$4,420.00	\$121.00	\$7,865.00
33	PIPE REMOVAL, ALL SIZES AND TYPES	EACH	11	\$12.00	\$300.00	\$3,300.00	\$30.00	\$330.00
34	TELESCOPING STEEL SIGN SUPPORT	L.F.	42	\$30.00	\$24.00	\$1,008.00	\$20.00	\$840.00
35	SIGN PANEL, TYPE 1	S.F.	6	\$50.00	\$36.00	\$216.00	\$50.00	\$300.00
36	TOPSOIL PLACEMENT, 4" AND SEEDING	L.F.	19843	\$4.00	\$6.00	\$119,058.00	\$6.00	\$119,058.00
37	TOPSOIL PLACEMENT 4" & SEEDING WITH STRAW BLANKET	S.Y.	575	\$16.00	\$9.00	\$5,175.00	\$18.00	\$10,350.00
38	GRADING AND SHAPING PARKWAYS	SY	475	\$15.00	\$13.00	\$6,175.00	\$22.00	\$10,450.00
39	GRADING AND SHAPING DITCHES	LF	2150	\$15.00	\$18.00	\$38,700.00	\$15.00	\$32,250.00
40	THERMOPLASTIC PVMT, MARKING LINE, 6"	L.F.	75	\$12.00	\$3.00	\$225.00	\$8.00	\$600.00
41	THERMOPLASTIC PVMT MARKING - LINE, 24"	L.F.	200	\$60.00	\$9.00	\$1,800.00	\$24.00	\$4,800.00
42	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	LF	135	\$25.00	\$26.00	\$3,510.00	\$26.00	\$3,510.00
43	MODIFIED URETHANE PAVEMENT MARKING - LETTERS & SYMBOLS	SF	35	\$7.50	\$70.00	\$2,450.00	\$15.00	\$525.00
44	PORTABLE TOILET	Ea/CAL MO	4	\$250.00	\$400.00	\$1,600.00	\$350.00	\$1,400.00
45	CONTRACTOR FURNISHED CONSTRUCTION LAYOUT	L.S.	1	\$10,000.00	\$18,000.00	\$18,000.00	\$22,300.00	\$22,300.00
46	TRAFFIC CONTROL AND PROTECTION	L.S.	1	\$95,000.00	\$470,000.00	\$470,000.00	\$275,600.00	\$275,600.00

ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER							
AUP 1	POROUS GRANULAR EMBANKMENT	C.Y.		\$50.00	\$60.00		\$95.00
AUP 2	NEW TY B CURB	L.F.		\$60.00	\$70.00		\$83.00
AUP 3	INTEGRAL CURB REMOVAL & REPLACEMENT	L.F.		\$200.00	\$70.00		\$92.00
AUP 4	TEMPORARY PAVEMENT PATCH	TON		\$46.00	\$250.00		\$280.00
AUP 5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.		\$63.00	\$65.00		\$81.00
AUP 6	HANDHOLE TO BE ADJUSTED	EACH		\$1,250.00	\$9,000.00		\$3,500.00
Total Bid:				As Read:	\$2,128,831.60		\$2,393,703.00
				As Calculated	\$2,128,831.60		\$2,393,703.00

CITY OF DES PLAINES

RESOLUTION R - 104 - 24

A RESOLUTION APPROVING AN AGREEMENT WITH MARTAM CONSTRUCTION, INC. FOR THE 2024 CAPITAL IMPROVEMENT PROGRAM CONCRETE IMPROVEMENTS, MFT-24-00000-01-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 2024 fiscal year for the 2024 Capital Improvement Program Concrete Improvements, which includes the removal and replacement of uneven sidewalk, deteriorated or settled curb and gutters, landscape restoration at various locations throughout the City, and alley reconstruction at one location in the City (collectively, the "*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 two bids, which were opened on April 22, 2024; and

WHEREAS, Martam Construction, Inc. ("*Contractor*") submitted the lowest responsible bid in the amount of \$2,393,703.00; 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 \$2,393,703.00 ("*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 Agreement is hereby approved 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 Manager or the Mayor and the City Clerk are hereby authorized 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 6: 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 _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



Local Public Agency Formal Contract

Contractor's Name
Martam Construction, Inc.

Contractor's Address
1200 Gasket Drive
City
Elgin
State
IL
Zip Code
60120

STATE OF ILLINOIS
Local Public Agency
CITY OF DES PLAINES
County
Cook
Section Number
24-00000-01-GM

Street Name/Road Name
VARIOUS
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 Signature & 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	Cook	24-00000-01-GM

1. THIS AGREEMENT, made and concluded the 20th day of May, 2024 between the City of Des Plaines, known as the party of the first part, and Martam Construction, Inc., its successor, and assigns, known as the party of the second part.

2. 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.

3. 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 24-00000-01-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.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Des Plaines

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

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

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)

RETURN WITH BID



**Illinois Department
of Transportation**

Attachment 1

SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

Contractor's Name

Martam Construction, Inc.

Contractor's Address

1200 Gasket Dr.

City

Elgin

State

Illinois

Zip Code

60120

Local Public Agency

City of Des Plaines

County

Cook

Section Number

24-00000-01-GM

Route(s) (Street/Road Name)

Various

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	QTY	Unit Price	Total
1	TREE ROOT PRUNING	EACH	50	\$ 200.00	\$10,000.00
2	TREE REMOVAL (6 TO 15 INCH-DIA.)	IN.-DIA.	50	\$ 45.00	\$2,250.00
3	TREE REMOVAL (OVER 15 INCH-DIA.)	IN.-DIA.	150	\$ 54.00	\$8,100.00
4	EXPLORATION TRENCH	L.F.	40	\$ 120.00	\$4,800.00
5	INLET FILTER	EACH	24	\$ 300.00	\$7,200.00
6	WASHED CA-07 GRANULAR EMBANKMENT	C.Y.	24	\$ 98.00	\$2,352.00
7	EARTH EXCAVATION	C.Y.	760	\$ 89.00	\$67,640.00
8	PAVEMENT REMOVAL 8"	S.Y.	1324	\$ 34.00	\$45,016.00
9	SIDEWALK REMOVAL	S.F.	24120	\$ 4.00	\$96,480.00
10	PCC SIDEWALK	S.F.	44070	\$ 15.00	\$661,050.00
11	DETECTABLE WARNINGS	S.F.	460	\$ 54.00	\$24,840.00
12	COMB. CURB AND GUTTER, REMOVAL AND REPLACEMENT, VARIOUS TYPES	L.F.	2800	\$ 71.00	\$198,800.00
13	CONCRETE RIBBON, PCC PAVEMENT, 8" - VARIOUS WIDTHS	L.F.	1717	\$ 57.00	\$97,869.00
14	PCC PAVEMENT, 8"	S.Y.	18	\$ 586.00	\$10,548.00
15	PERVIOUS CONCRETE PAVEMENT, 8"	S.Y.	70	\$ 382.00	\$26,740.00
16	DRIVEWAY PAVEMENT REMOVAL AND 6" P.C.C. REPL.	S.Y.	1513	\$ 127.00	\$192,151.00
17	CONCRETE CURB AND GUTTER, B-6.12	L.F.	590	\$ 57.00	\$33,630.00
18	DRIVEWAY PAVEMENT REMOVAL AND 8" P.C.C. REPL.	SY	100	\$ 165.00	\$16,500.00
19	HMA DRIVEWAY SURFACE COURSE, REMOVAL & REPL.	S.Y.	243	\$ 79.00	\$19,197.00
20	PAVEMENT PATCHING	S.Y.	763	\$ 127.00	\$96,901.00
21	REMOVE AND RESET BRICK PAVERS	S.Y.	52	\$ 288.00	\$14,976.00
22	3-1/8" PERMEABLE BRICK PAVERS	S.Y.	826	\$ 118.00	\$97,468.00

RETURN WITH BID

Item No.	Items	Unit	QTY	Unit Price	Total
23	REMOVE & SALVAGE BRICK PAVERS	SY	24	\$ 81.00	\$1,944.00
24	MH, CB, VV TO BE ADJUSTED, NEW FRAME & LID	EACH	22	\$ 950.00	\$20,900.00
25	MH, CB, VV TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	6	\$ 1,650.00	\$9,900.00
26	CURB BOXES TO BE ADJUSTED	EACH	30	\$ 1,150.00	\$34,500.00
27	CB, TY-C, 2'-DIA, CURB FRAME AND GRATE	EACH	6	\$ 3,600.00	\$21,600.00
28	METAL FLARED END SECTION	EACH	3	\$ 800.00	\$2,400.00
29	REINFORCEMENT BARS, EPOXY COATED	L.F.	730	\$ 3.00	\$2,190.00
30	STORM SEWER, PERFORATED UNDERDRAIN, PVC 6"	LF	738	\$ 81.00	\$59,778.00
31	10" PVC STORM SEWER	LF	109	\$ 145.00	\$15,805.00
32	TRENCH BACKFILL	C.Y.	65	\$ 121.00	\$7,865.00
33	PIPE REMOVAL, ALL SIZES AND TYPES	EACH	11	\$ 30.00	\$330.00
34	TELESCOPING STEEL SIGN SUPPORT	L.F.	42	\$ 20.00	\$840.00
35	SIGN PANEL, TYPE 1	S.F.	6	\$ 50.00	\$300.00
36	TOPSOIL PLACEMENT, 4" AND SEEDING	L.F.	19843	\$ 6.00	\$119,058.00
37	TOPSOIL PLACEMENT 4" & SEEDING WITH STRAW BLANKET	S.Y.	575	\$ 18.00	\$10,350.00
38	GRADING AND SHAPING PARKWAYS	SY	475	\$ 22.00	\$10,450.00
39	GRADING AND SHAPING DITCHES	LF	2150	\$ 15.00	\$32,250.00
40	THERMOPLASTIC PVMT. MARKING LINE, 6"	L.F.	75	\$ 8.00	\$600.00
41	THERMOPLASTIC PVMT MARKING - LINE, 24"	L.F.	200	\$ 24.00	\$4,800.00
42	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	LF	135	\$ 26.00	\$3,510.00
43	MODIFIED URETHANE PAVEMENT MARKING - LETTERS & SYMBOLS	SF	35	\$ 15.00	\$525.00
44	PORTABLE TOILET	Ea/CAL MO	4	\$ 350.00	\$1,400.00
45	CONTRACTOR FURNISHED CONSTRUCTION LAYOUT	L.S.	1	\$ 22,300.00	\$22,300.00
46	TRAFFIC CONTROL AND PROTECTION	L.S.	1	\$ 275,600.00	\$275,600.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER				INCLUDE UNIT PRICE ONLY	
AUP 1	POROUS GRANULAR EMBANKMENT	C.Y.		\$ 95.00	
AUP 2	NEW TY B CURB	L.F.		\$ 83.00	
AUP 3	INTEGRAL CURB REMOVAL & REPLACEMENT	L.F.		\$ 92.00	
AUP 4	TEMPORARY PAVEMENT PATCH	TON		\$ 280.00	
AUP 5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.		\$ 81.00	
AUP 6	HANDHOLE TO BE ADJUSTED	EACH		\$ 3,500.00	
Bidder's Total Proposal					\$2,393,703.00

CITY OF DES PLAINES



**CONTRACT FOR THE CONSTRUCTION OF
2024 Concrete Program 24-00000-01-GM**

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
2024 Concrete Program 24-00000-01-GM

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	The Work	1
	1.1 Performance of the Work	1
	1.2 Commencement and Completion Dates	2
	1.3 Required Submittals	2
	1.4 Review and Interpretation of Contract Provisions	3
	1.5 Conditions at the Work Site; Record Drawings	3
	1.6 Technical Ability to Perform.....	4
	1.7 Financial Ability to Perform.....	4
	1.8 Time.....	4
	1.9 Safety at the Work Site.....	5
	1.10 Cleanliness of the Work Site and Environs	5
	1.11 Damage to the Work, the Work Site, and Other Property	5
	1.12 Subcontractors and Suppliers	6
	1.13 Simultaneous Work By Others.....	6
	1.14 Occupancy Prior to Final Payment.....	6
	1.15 Owner’s Right to Terminate or Suspend Work for Convenience	6
ARTICLE II	Changes and Delays.....	7
	2.1 Changes	7
	2.2 Delays.....	7
ARTICLE III	Contractor’s Responsibility for Defective Work.....	8
	3.1 Inspection; Testing; Correction of Defects.....	8
	3.2 Warranty of Work.....	8
	3.3 Owner’s Right to Correct	9
ARTICLE IV	Financial Assurances.....	9
	4.1 Bonds.....	9
	4.2 Insurance.....	9
	4.3 Indemnification.....	10
ARTICLE V	Payment.....	10
	5.1 Contract Price	10
	5.2 Taxes and Benefits	10

5.3	Progress Payments	10
5.4	Final Acceptance and Final Payment	11
5.5	Liens	11
5.6	Deductions	12
ARTICLE VI	Disputes And Remedies.....	13
6.1	Dispute Resolution Procedure	13
6.2	Contractor’s Remedies	13
6.3	Owner’s Remedies.....	13
6.4	Owner’s Special Remedy for Delay	15
6.5	Terminations and Suspensions Deemed for Convenience	15
ARTICLE VII	Legal Relationships And Requirements	15
7.1	Binding Effect	15
7.2	Relationship of the Parties.....	15
7.3	No Collusion/Prohibited Interests	15
7.4	Assignment	16
7.5	Confidential Information	16
7.6	No Waiver	16
7.7	No Third Party Beneficiaries.....	17
7.8	Notices	17
7.9	Governing Laws	17
7.10	Changes in Laws.....	18
7.11	Compliance with Laws	18
7.12	Compliance with Patents	19
7.13	Time.....	19
7.14	Severability.....	19
7.15	Entire Agreement.....	20
7.16	Amendments.....	20

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
2024 Concrete Program 24-00000-01-GM

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 *Martam Construction, Inc.* a *Corporation* (“*Contractor*”), make this Contract as of May 20, 2024, 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 Contract 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 have 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 it 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:

Martam Construction, Inc.
1200 Gasket Drive, Elgin, IL 60120

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, and each subcontractor, 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.; 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, 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 Wages, Certified Payroll Required. 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"). Contractor and each subcontractor must pay the prevailing wage as determined by the Illinois Department for each trade or craft. If the Illinois Department of Labor revises the prevailing wages to be paid, the revised rates will apply to this Contract. Contractor and each subcontractor must comply with all of the provisions of the Act , including filing certified payrolls on a monthly basis with the Illinois Department of Labor, in accordance with Section 5 of the Act. Contract and each subcontract must furnish a copy of the payrolls to the Owner. 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 they know to be false is a Class B misdemeanor. 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 Owner 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. Qualified. Bidder has the requisite experience, 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 set forth in Section 1-10-2.B of the City Code, including, without limitation, that Bidder and all of Bidder's subcontractors actively participate, and have actively participated for at least 12 months before the bid opening date, in an apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

E. 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: _____

Martam Construction, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

Robert Kutrovatz, 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__.

Martam Construction, 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
 2024 Concrete Program 24-00000-01-GM**

ATTACHMENT 2

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Project Description

The scope of work includes removal and replacement of sidewalk, curb and gutter, driveway aprons, construction of new sidewalk, alley reconstruction using pervious brick pavers, alley repairs in pervious concrete, landscape restoration with seeding and other miscellaneous items at various locations in Des Plaines.

2. Work Site:

The Work shall be performed at the following Work Site:

Sidewalk and curb replacement will be done at various locations within the City of Des Plaines.. New ADA sidewalk ramp and handicap parking will be constructed in front of 1488 E. Northwest Hwy, sidewalk, and curb ramp installation on Douglas Av (Howard-Jarlath) as well as sidewalk improvements to be constructed in front of 624-654 W. Algonquin Rd and 700-720 W. Algonquin Rd.

The Alley improvements are at the following locations:

ALLEY BETWEEN STREETS	LIMITS
LAUREL/GRACELAND	MARION to DEMPSTER
OAKTON/RIVERVIEW	LINDEN to ORCHARD
OAKTON/RIVERVIEW	WHITE to CORA
WALNUT/OAKWOOD	CENTER to CORA

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:



[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]

Illinois Department of Transportation Highway Permit

No Exceptions

4. Commencement Date:

the date of execution of the Contract by Owner.

_____ 10 _____ days after execution of the Contract by Owner.

[Click here to enter a date.](#)

5. Completion Date:

Starting and Substantial Completion Dates:

The following starting and substantial completion dates apply to this contract as designated by street:

_____ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Thursday, October 31, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Completion includes the approved and acceptable construction of all pay items: including concrete correction (punch) list items, all hot-mix asphalt items including surface courses and all landscape restoration work, including topsoil and sod placement.

All locations shall be completed between June 3, 2024 and October 31, 2024. The following locations have specific scheduling requirements:

Alleys Reconstruction and Repairs

June 03, 2024 – July 05, 2024

Algonquin and Douglas Sidewalks

July 08, 2024- September 13,2024

Days and Hours of Work. Workdays for this Contract are Monday through Friday between the hours of **7AM to 6PM**. No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Saturdays, Sundays or the following specified days unless otherwise approved by the Project Manager.

Monday, May 27, 2024	Memorial Day Holiday
Thursday, Jul 4, 2024	Independence Day Holiday
Monday, Sep 2, 2024	Holiday Labor Day Holiday
Monday, Oct 14, 2024	Columbus Day Holiday
Monday Nov 11, 2024	Veterans Day Holiday

In the event, the Contractor works on Saturday, Sunday, or holiday, during which time the Engineer and/or Inspector(s) are required to be present, the City of Des Plaines shall pay the cost for such overtime engineering services and shall deduct such cost from payments due the Contractor. Overtime engineering services shall be charged at the Engineer’s standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector’s standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering service, the Contractor shall reimburse the City of Des Plaines in the amount necessary to cover such costs. The Project Manager shall approve necessary personnel and time for engineering services.

Progress Schedule. The Contractor shall submit, for approval by the Engineer, a Progress Schedule, which complies with the requirements of these specifications, and Completion Dates. The Progress Schedule shall include an Estimate of Time and/or Performance Rate for each controlling pay item. Once a Progress Schedule is approved, there shall be no deviation without the written approval of the Engineer.

If the Contractor falls 10 or more working days behind the Approved Progress Schedule, they shall provide the Engineer with a revised Progress Schedule that complies with the requirements of the Contract for the Engineer's review.

TIME IS OF THE ESSENCE ON THIS CONTRACT AND LIQUIDATED DAMAGES WILL BE ASSESSED FOR EACH DAY THAT THE WORK REMAINS INCOMPLETE PAST THE STATED COMPLETION DATE.

6. Insurance Coverage:

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

- (1) Worker’s Compensation: Statutory;
- (2) Employer’s Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must 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 \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

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

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.



- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so 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 that loss.

G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.

H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:
Comprehensive General Liability, Comprehensive Motor Vehicle Liability, and Umbrella Policy.

The Additional Insured endorsement must identify Owner as follows:

The City of Des Plaines and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
---------------------------	---------------------------

7. Contract Price:

SCHEDULE OF PRICES



UNIT PRICE CONTRACT

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment 1, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**COMPLETE SCHEDULE OF PRICES
SEE ATTACHMENT 1 (BLR12201)**

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ _____

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.

8. Progress Payments:

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

- B. Value of Work. The Value of the Work will be determined as follows:
- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.
- Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner’s determination of the value of the Work completed.
- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment 1 to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner’s estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.
- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

\$ per IDOT SSRB

No Charge

10. **Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's City Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment 5 for any special project requirements.

CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
2024 Concrete Program 24-00000-01-GM

ATTACHMENT 3

SPECIFICATIONS

INDEX OF SPECIAL PROVISIONS

The following Index is provided for the Bidder's convenience only. Bidders are advised to thoroughly read each Special Provision and familiarize themselves with their content.

<u>PAGE</u>	<u>DESCRIPTION</u>
1	CONTRACTOR SAFETY RESPONSIBILITY
1	COOPERATION BY CONTRACTOR
2	DIRT ON PAVEMENT
2	OBSTRUCTION OF STREETS AND RIGHTS OF WAY
2	TESTING OF MATERIALS
3	EXPLORATION TRENCH
4	PAVEMENT REMOVAL, 8"
4	SIDEWALK REMOVAL
4	PORTLAND CEMENT CONCRETE SIDEWALK
4	DETECTABLE WARNINGS
5	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
7	CONCRETE RIBBON, PCC PAVEMENT
8	PERVIOUS CONCRETE PAVEMENT, 8 INCH
10	DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT IN PORTLAND CEMENT CONCRETE
11	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE REMOVAL AND REPLACEMENT
12	PAVEMENT PATCHING
13	REMOVE AND RESET BRICK PAVERS
14	3-1/8" PERMEABLE BRICK PAVERS
15	REMOVE AND SALVAGE BRICK PAVERS
15	MANHOLE, CATCH BASIN, VALVE VAULT ADJUSTMENT AND RECONSTRUCTION
17	DES PLAINES UTILITY STRUCTURE FRAMES, LIDS AND GRATES
18	ADJUST EXISTING CURB BOX
18	STORM MANHOLE AND CATCH BASIN CONSTRUCTION
19	REINFORCEMENT BARS, EPOXY COATED
20	PVC STORM SEWER

21	TRENCH BACKFILL
21	PIPE REMOVAL, ALL TYPES AND SIZES
22	TELESCOPING STEEL SIGN SUPPORT
22	SIGN PANEL, TYPE 1
23	RELOCATE EXISTING SIGN PANEL ASSEMBLY
24	RECTANGULAR RAPID FLASHING BEACON SYSTEM
27	TOPSOIL PLACEMENT 4 INCHES AND SEEDING
27	TOPSOIL PLACEMENT 4 INCHES AND SEEDING WITH STRAW BLANKET
28	GRADING AND SHAPING PARKWAYS AND DITCHES
29	PORTABLE TOILETS
29	TRAFFIC CONTROL AND PROTECTION

OTHER ATTACHMENTS:

BLR 11310 - SPECIAL PROVISIONS

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

BDE SPECIAL PROVISIONS

LOCAL ROADS SPECIAL PROVISIONS

IDOT HIGHWAY STANDARDS

NO PARKING SIGN

SOIL BORING AND PAVEMENT CORES REPORT

STORM WATER POLLUTION PREVENTION PLAN

CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
2024 Concrete Program 24-00000-01-GM

ATTACHMENT 4

LIST OF DRAWINGS

INDEX OF SHEETS	
Sheet No.	Description
1	COVER SHEET
2	LEGEND
3	SUMMARY OF QTYS
4	TYPICAL SECTIONS (ALLEYS)
5	OAKWOOD ALLEY REPAIR
6-7	DES PLAINES THEATRE ADA RAMP
8	1809 MORSE ADA SIDEWALK AND APRON
9-15	DOUGLAS AV
16-22	624-654 ALGONQUIN RD
23	700-720 ALGONQUIN RD
24-25	TYPICAL DETAILS
26	EROSION AND SEDIMENT CONTROL DETAILS

CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
2024 Concrete Program 24-00000-01-GM

ATTACHMENT 5

SPECIAL PROJECT REQUIREMENTS

PRE-CONSTRUCTION MEETING

Prior to commencing any construction operations, there shall be a Pre-Construction Meeting conducted at the Public Works and Engineering Office, Des Plaines Civic Center, 1420 Miner Street, Room 504. The Engineer will set the date and time of the Pre-Construction Meeting after execution of the Contract by both parties. The Contractor's full time Superintendent must attend the Pre-Construction meeting.

The following shall be submitted for review at the Pre-Construction meeting:

Progress Schedule (submit 3 working days prior) for review

Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number

Name and 24-hour emergency telephone number of the person in the direct employ of the Contractor who is responsible for administrating the Traffic Control on the Contract.

List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their subcontract agreements.

List of Material Suppliers and phone numbers

Mix Designs for concrete and hot-mix asphalt items to be incorporated in the Contract

All Subcontractors are required to either attend the Pre-Construction meeting or attend a Field Pre-Construction meeting with the Resident Engineer and the Contractor's Superintendent prior to the beginning of any sub-let work.

CLAIMS

The Contractor agrees to save and hold harmless the Owner and the Engineer from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of the use of the streets or sidewalks, or resulting from the excavations, openings,

obstructions, or defects that may be made or left in the streets or sidewalks by the Contractor or their several agents, or any other person engaged in the performance of this Contract.

The Contractor shall save the Owner and the Engineer harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals or processes used by them or about said work.

PROCEDURE FOR RESOLVING PROPERTY DAMAGE CLAIMS

The General Contractor agrees to adhere to the following procedure to resolve all property damage claims that are related to the performance of all Work on this Contract. It is the responsibility of the General Contractor to require that all Subcontractors and Material Suppliers follow this claim procedure. The City reserves the right to withhold one and one half times the estimated cost of the damages from sums due the General Contractor until all claims related to performance of their Work are resolved as herein provided.

Upon receipt of a claim against the General Contractor for property damage allegedly caused or related to the performance of their Work under this Contract, the General Contractor shall, within 5 working days of receipt of such claim:

Acknowledge the claim, in writing, to the property owner.

Furnish the Engineer with written acknowledgement of receipt of the claim, including a copy of the claim and all information related to it.

If the claim is not settled (or the General Contractor does not agree to settle the claim) within 5 days, the General Contractor shall:

Forward the claim to the General Contractor's Insurance Carrier.

Furnish the Engineer with a copy of the Insurance Carrier's written acknowledgement of receipt of the claim

The General Contractor shall either settle or deny the claim within 60 calendar days from initial receipt of the claim, the General Contractor shall:

Notify the Engineer, in writing, of claims that have been settled or denied, including the terms of the settlement or the reason for the denial.

Notify the property owner if there is a decision to deny their claim and shall include in the Notice of Denial the name and address of the person authorized to accept service of process on behalf of the General Contractor.

When a claim is allowed in any amount, within 30 days of the award, pay to the property

owner the amount of the award.

If the Contractor does not make payment to the property owner within the 30 day period, the Owner shall be authorized to make the payment in the amount of the award on behalf of the General Contractor and deduct the amount of the payment from the amount due the General Contractor on the next payment due the Contractor under this Contract.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
2022

MEMORANDUM

Date: April 29, 2024

To: Dorothy Wisniewski, City Manager

From: Becka Shipp, P.E., Assistant Director of Engineering *BS*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*

Subject: 2024 Capital Improvement Program (CIP) Street Improvements,
Contract MFT 24-00229-00-RS Bid Award

Issue: Bids for the 2024 CIP Street Improvements, Contract MFT 24-00229-00-RS, were opened on April 22, 2024.

Analysis: The scope of work includes street patching and resurfacing, miscellaneous curb, sidewalk, and driveway apron repairs, ADA sidewalk repairs, pavement striping, and miscellaneous landscaping restoration at the following locations:

LOCATION	LIMITS	ACTIVITY	COMMENCING
Arlington Ave	(Webford to Parsons)	Resurfacing	May 2024
Concord Ct	(Third to Concord)	Resurfacing	May 2024
Concord Ln	(Concord to Berkshire)	Resurfacing	May 2024
Earl Ave	(Algonquin to Forest)	Resurfacing	May 2024
Elizabeth Ln	(Joyce to Kolpin)	Resurfacing	May 2024
Geri Ln	(Ottawa to north end)	Resurfacing	May 2024
Graceland Ave	(Rand to Jefferson)	Resurfacing	May 2024
Howard Ave	(Lee to Plainfield)	Resurfacing	May 2024
Ida St	(Jefferson to Perry)	Resurfacing	May 2024
Josephine Ct	(Mt Prospect to south end)	Resurfacing	May 2024
Lechner Ln	(Bellaire to Lyman)	Resurfacing	May 2024
Margret St	(Van Buren to Forest)	Resurfacing	May 2024
Olvia Ave	(Second to Margret)	Resurfacing	May 2024
Ottawa St	(Bellaire to Geri)	Resurfacing	May 2024
Pearson St	(Prairie to Ellinwood)	Resurfacing	May 2024
Regency Dr	(Berkshire to Yorkshire)	Resurfacing	May 2024
Riverview Ave	(Chestnut to Linden)	Resurfacing	May 2024
Scott St	(Pratt to Sunset)	Resurfacing	May 2024
Second Ave	(Thacker to Prairie)	Resurfacing	May 2024

Third Ave	(Yorkshire to south end)	Resurfacing	May 2024
Winthrop Dr	(Oakton to south end)	Resurfacing	May 2024
Woodlawn Ave	(CNRR to Fourth)	Resurfacing	May 2024
Yorkshire Ln	(Regency to Third)	Resurfacing	May 2024
Western Ave	(Harding to Miner)	Reconstruction	May 2024
Dulles Water Plant Parking Lot		Resurfacing	May 2024

Following are the bid results:

BIDDER'S NAME	BID AMOUNT
Schroeder Asphalt Services, Inc.	\$2,712,771.89
Builders Paving LLC	\$2,847,808.00
Brothers Asphalt Paving, Inc.	\$3,002,628.05
J.A. Johnson Paving Co.	\$3,255,756.00

The Engineer's Estimate was \$4 million. References supplied by the lowest bidder, Schroeder Asphalt Services, Inc., are favorable.

Recommendation: We recommend award of the 2024 CIP Street Improvements, Contract MFT 24-00229-00-RS, project to the lowest bidder, Schroeder Asphalt Services, Inc., PO Box 831, Huntley, IL 60142 in the amount of \$2,712,771.89. Funding sources will be the MFT Fund, Capital Projects Fund, and Community Development Block Grant Fund.

Attachments:

- Attachment 1 - Bid Tabulation
- Resolution R-105-24
- Exhibit A - Contract

CITY OF DES PLAINES

RESOLUTION R - 105 - 24

A RESOLUTION APPROVING AN AGREEMENT WITH SCHROEDER ASPHALT SERVICES, INC. FOR THE 2024 CAPITAL IMPROVEMENT PROGRAM STREET IMPROVEMENTS, MFT 24-00229-00-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 and Capital Projects Fund for use by the Department of Public Works and Engineering during the 2024 fiscal year for the 2024 Capital Improvement Program Street Improvements, which includes street patching and resurfacing, miscellaneous curb, sidewalk, and driveway apron repairs, ADA sidewalk repairs, pavement striping, and miscellaneous landscaping restoration 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 22, 2024; and

WHEREAS, Schroeder Asphalt Services, Inc. ("*Contractor*") submitted the lowest responsible bid in the amount of \$2,712,771.89; 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 \$2,712,771.89 ("*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 Agreement is hereby approved 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 Manager or the Mayor and the City Clerk are hereby authorized 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 _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



Local Public Agency Formal Contract

Contractor's Name

Schroeder Asphalt Services, Inc.

Contractor's Address

PO Box 831

City

Huntley

State

IL

Zip Code

60142

STATE OF ILLINOIS

Local Public Agency

CITY OF DES PLAINES

County

Cook

Section Number

24-00229-00-RS

Street Name/Road Name

VARIOUS

Type of Funds

MOTOR FUEL TAX

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

[Official Title Box]

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date Box]

Local Public Agency	Local Street/Road Name	County	Section Number
CITY OF DES PLAINES	VARIOUS	Cook	24-00229-00-RS

1. THIS AGREEMENT, made and concluded the 20th day of May, 2024 between the City of Des Plaines, known as the party of the first part, and Schroeder Asphalt Services, Inc., its successor, and assigns, known as the party of the second part.

2. 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.

3. 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 24-00229-00-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.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Des Plaines

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

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

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



ATTACHMENT 1
SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

Contractor's Name
Schroeder Asphalt Services, Inc.

Contractor's Address
P.O. Box 831 City **Huntley** State **Illinois** Zip Code **60142**

Local Public Agency
City of Des Plaines County **Cook** Section Number **24-00229-00-RS**

Route(s) (Street/Road Name)
Various

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	QTY	Unit Price	Total
1	TREE ROOT PRUNING	EACH	15	\$155.00	\$2,325.00
2	AGGREGATE BASE COURSE 8", TYPE B	SQ. YD.	2470	\$11.95	\$29,516.50
3	AGGREGATE BASE COURSE, 10", TYPE B	SQ. YD.	1233	\$14.95	\$18,433.35
4	INLET FILTERS	EACH	426	\$180.00	\$76,680.00
5	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ. YD.	2470	\$1.50	\$3,705.00
6	BOLLARD REMOVAL	EACH	4	\$125.00	\$500.00
7	PAVEMENT REMOVAL, 14"	SQ. YD.	4306	\$13.00	\$55,978.00
8	PIPE REMOVAL, ALL SIZES AND TYPES	FOOT	55	\$15.00	\$825.00
9	SIDEWALK REMOVAL	SQ. FT.	14235	\$1.50	\$21,352.50
10	P.C.C. SIDEWALK	SQ. FT.	14435	\$11.00	\$158,785.00
11	DETECTABLE WARNINGS	SQ. FT.	1758	\$33.00	\$58,014.00
12	COMB. CONCRETE CURB AND GUTTER REMOVAL	FOOT	950	\$5.75	\$5,462.50
13	COMB. CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, VARIOUS TYPES	FOOT	4859	\$46.50	\$225,943.50
14	COMB CONC CURB & GUTTER B-6.12	FOOT	950	\$33.00	\$31,350.00
15	CURB KEYWAY	FOOT	300	\$55.00	\$16,500.00
16	DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 6 INCH	SQ. YD.	365	\$110.00	\$40,150.00
17	DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 8 INCH	SQ. YD.	94	\$131.00	\$12,314.00
18	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON	SQYD	15	\$135.00	\$2,025.00
19	P.C.C. PAVEMENT, 8"	SQ. YD.	36	\$160.00	\$5,760.00
20	PAVEMENT REMOVAL MILLING, VARIABLE DEPTH, 1 - 3 INCH	SQ. YD.	78749	\$2.25	\$177,185.25
21	PAVEMENT PATCHING, 2 INCH	SQ. YD.	17949	\$19.50	\$350,005.50
22	HMA BINDER COURSE, IL-19.0, N50, 3 INCH	TON	210	\$90.00	\$18,900.00
23	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 1 1/2 INCH	TON	105	\$94.00	\$9,870.00
24	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2 INCH	TON	9100	\$91.00	\$828,100.00
25	HMA BINDER COURSE, IL-19.0, N50, 4 INCH	TON	554	\$90.00	\$49,860.00
26	BITUMINOUS MATERIALS (TACK COAT)	POUND	80677	\$0.01	\$806.77
27	AGGREGATE (PRIME COAT)	TON	48	\$1.00	\$48.00
28	LONGITUDINAL JOINT SEALANT, MULTIPLE MOBILIZATIONS	FOOT	11902	\$5.47	\$65,103.94
29	TEMPORARY PAVEMENT PATCH	TON	40	\$140.00	\$5,600.00
30	TOPSOIL PLACEMENT, 4 INCH AND SEEDING	LF	7104	\$2.10	\$14,918.40
31	TOPSOIL PLACEMENT 4" & SEEDING WITH STRAW BLANKET	SQ. YD.	845	\$10.00	\$8,450.00
32	GRADING AND SHAPING PARKWAYS	SQ. YD.	385	\$10.00	\$3,850.00

RETURN WITH BID

ADDENDUM 1

Item No.	Items	Unit	QTY	Unit Price	Total
33	SILT FENCE	FOOT	578	\$4.50	\$2,601.00
34	RAISED PAVEMENT MARKER REFLECTOR REMOVAL	EACH	8	\$12.00	\$96.00
35	RAISED PAVEMENT MARKER REFLECTOR REPLACEMENT	EACH	8	\$18.00	\$144.00
36	M.H.,C.B.,V.V. TO BE RECONSTRUCTED, W/ NEW FRAME & LID	EACH	10	\$2,700.00	\$27,000.00
37	M.H.,C.B.,V.V. TO BE ADJUSTED, W/ NEW FRAME & LID	EACH	97	\$1,350.00	\$130,950.00
38	SAN. M.H. TO BE ADJUSTED, W/ NEW FRAME & LID	EACH	3	\$2,200.00	\$6,600.00
39	CB, TY-C, 2'-DIA, CURB FRAME AND GRATE	EACH	4	\$2,500.00	\$10,000.00
40	CB, TY-A, 4'-DIA, CURB FRAME AND GRATE	EACH	4	\$4,100.00	\$16,400.00
41	REPAIR AND SEAL STRUCTURE	EACH	18	\$850.00	\$15,300.00
42	MH, CB, VV TO BE REMOVED	EACH	9	\$400.00	\$3,600.00
43	ADJUST VALVE OR UTILITY BOX	EACH	3	\$450.00	\$1,350.00
44	STORM SEWER, 8" WQP	EACH	30	\$180.00	\$5,400.00
45	STORM SEWER, 12" WQP	FOOT	60	\$220.00	\$13,200.00
46	TRENCH BACKFILL	CU. YD.	55	\$45.00	\$2,475.00
47	THERMOPLASTIC PVMT. MARKING LINE, 4 INCH	FOOT	6261	\$0.98	\$6,135.78
48	THERMOPLASTIC PVMT. MARKING LINE, 6 INCH	FOOT	4508	\$1.40	\$6,311.20
49	THERMOPLASTIC PVMT. MARKING LINE, 12 INCH	FOOT	1407	\$3.30	\$4,643.10
50	THERMOPLASTIC PVMT. MARKING LINE, 24 INCH	FOOT	739	\$6.60	\$4,877.40
51	THERMOPLASTIC PVMT. MARKING LINE, LETTERS & SYMBOLS	SQ. FT.	577	\$6.60	\$3,808.20
52	CHAIN LINK FENCE REMOVAL (INCL. POSTS AND CONCRETE AT BASE)	FOOT	380	\$9.25	\$3,515.00
53	10-FT HIGH CHAIN LINK FENCE	FOOT	360	\$64.25	\$23,130.00
54	NON-BLOCKED STEEL PLATE BEAM GUARDRAIL	FOOT	286	\$38.00	\$10,868.00
55	BOLLARD	EACH	4	\$600.00	\$2,400.00
56	PAINT EXISTING BOLLARD	EACH	2	\$150.00	\$300.00
57	24FT WIDE x 8FT HIGH CANTILEVER GATE CHAIN LINK FENCE SLIDE GATE COMPLETE INSTALLATION	LS	1	\$22,300.00	\$22,300.00
58	DETECTOR LOOPS	EACH	6	\$1,100.00	\$6,600.00
59	CLEAN CONSTRUCTION OR DEMOLITION DEBIS (CCDD) TESTING & CERT.	LS	1	\$1,500.00	\$1,500.00
60	PRE_CAST CONCRETE STRUCTURE ABOVE EXISTING GRATE WITH CONCRETE BOTTOM	EACH	1	\$7,500.00	\$7,500.00
61	RAIL ROAD FLAGGER	CAL. DAY	3	\$1,500.00	\$4,500.00
62	RAILROAD PROTECTION LIABILITY INSURANCE	LS	1	\$2,800.00	\$2,800.00
63	FURNISH HMA BINDER COURSE, IL-19.0, N50	TON	50	\$85.00	\$4,250.00
64	PAVEMENT PATCHING, VARIABLE DEPTH	SY	83	\$100.00	\$8,300.00
65	PORTABLE TOILETS	EA. CAL. MO.	13	\$200.00	\$2,600.00
66	CONSTRUCTION LAYOUT	LS	1	\$5,000.00	\$5,000.00
67	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	\$48,000.00	\$48,000.00

ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER		INCLUDE UNIT PRICE ONLY	
AUP 1	GRANULAR EMBANKMENT	CU. YD.	\$52.00
AUP 2	LEVELING BINDER (MACHINE METHOD), N50, 1 INCH	SQ. YD.	\$7.50
AUP 3	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU. YD.	\$50.00
Bidder's Total Proposal			\$2,712,771.89

CITY OF DES PLAINES



**CONTRACT FOR THE CONSTRUCTION
OF CONTRACT 24-00229-00-RS
STREET IMPROVEMENTS**

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 CONTRACT 24-00229-00-RS**

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	The Work	1
	1.1 Performance of the Work	1
	1.2 Commencement and Completion Dates	2
	1.3 Required Submittals	2
	1.4 Review and Interpretation of Contract Provisions	3
	1.5 Conditions at the Work Site; Record Drawings	3
	1.6 Technical Ability to Perform.....	4
	1.7 Financial Ability to Perform.....	4
	1.8 Time.....	4
	1.9 Safety at the Work Site.....	5
	1.10 Cleanliness of the Work Site and Environs	5
	1.11 Damage to the Work, the Work Site, and Other Property	5
	1.12 Subcontractors and Suppliers	6
	1.13 Simultaneous Work By Others.....	6
	1.14 Occupancy Prior to Final Payment.....	6
	1.15 Owner’s Right to Terminate or Suspend Work for Convenience	6
ARTICLE II	Changes and Delays.....	7
	2.1 Changes	7
	2.2 Delays	7
ARTICLE III	Contractor’s Responsibility for Defective Work.....	8
	3.1 Inspection; Testing; Correction of Defects.....	8
	3.2 Warranty of Work.....	8
	3.3 Owner’s Right to Correct	9
ARTICLE IV	Financial Assurances.....	9
	4.1 Bonds	9
	4.2 Insurance.....	9
	4.3 Indemnification.....	10
ARTICLE V	Payment.....	10
	5.1 Contract Price	10
	5.2 Taxes and Benefits	10
	5.3 Progress Payments.....	10

5.4	Final Acceptance and Final Payment	11
5.5	Liens	11
5.6	Deductions	12
ARTICLE VI	Disputes And Remedies.....	13
6.1	Dispute Resolution Procedure	13
6.2	Contractor’s Remedies	13
6.3	Owner’s Remedies.....	13
6.4	Owner’s Special Remedy for Delay	15
6.5	Terminations and Suspensions Deemed for Convenience	15
ARTICLE VII	Legal Relationships And Requirements	15
7.1	Binding Effect	15
7.2	Relationship of the Parties.....	15
7.3	No Collusion/Prohibited Interests	15
7.4	Assignment	16
7.5	Confidential Information	16
7.6	No Waiver	16
7.7	No Third Party Beneficiaries.....	17
7.8	Notices	17
7.9	Governing Laws	17
7.10	Changes in Laws.....	18
7.11	Compliance with Laws	18
7.12	Compliance with Patents	19
7.13	Time.....	19
7.14	Severability.....	19
7.15	Entire Agreement.....	20
7.16	Amendments.....	20

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 CONTRACT 24-00229-00-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 *Schroeder Asphalt Services, Inc.* a *Corporation* (“*Contractor*”), make this Contract as of May 20, 2024, 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:

Schroeder Asphalt Services, Inc.
PO Box 831, Huntley, IL 60142

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: _____

Schroeder Asphalt Services, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

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__.

Schroeder Asphalt Services, 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 CONTRACT 24-00229-00-RS**

ATTACHMENT 2

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

CONTRACT 24-00229-00-RS - STREET IMPROVEMENTS

The project includes street resurfacing, reconstruction, patching and miscellaneous curb, sidewalk, and driveway apron repairs, ADA sidewalk repairs, pavement striping, parking lot improvements, landscaping restoration and other various improvements in the city of Des Plaines.

2. Work Site:

Resurfacing:

Street	Limits	Limits	Funding
ARLINGTON AV	WEBFORD AV	PARSONS AV	MFT
CONCORD CT	THIRD AV	CONCORD LN	MFT
CONCORD LN	CONCORD CT	BERKSHIRE LN	MFT
EARL AV*	ALGONQUIN RD	FOREST AV	MFT/CDBG Eligible*
ELIZABETH LN	JOYCE DR	KOLPIN DR	CPF
GERI LN*	OTTAWA ST	NORTH END	CPF/CDBG Eligible*
GRACELAND AV	RAND RD	JEFFERSON ST	MFT
HOWARD AV	LEE ST	PLAINFIELD DR	CPF
IDA ST*	JEFFERSON ST	PERRY ST	CPF/CDBG Eligible*
JOSEPHINE CT	MT PROSPECT RD	SOUTH END	MFT
LECHNER LN	BELLAIRE AV	LYMAN AV	MFT
MARGRET ST	VAN BUREN AV	FOREST AV	MFT
OLIVIA AV	SECOND AV	MARGRET ST	MFT
OTTAWA ST*	BELLAIRE AV	GERI LN	CPF/CDBG Eligible*
PEARSON ST	PRAIRIE AV	ELLINWOOD ST	MFT
REGENCY DR	BERKSHIRE LN	YORKSHIRE LN	MFT
RIVERVIEW AV	CHESTNUT ST	LINDEN ST	CPF
SCOTT ST	PRATT AV	SUNSET DR	CPF
SECOND AV	THACKER ST	PRAIRIE AV	MFT

Resurfacing Contd.

Street	Limits	Limits	Funding
THIRD AV	YORKSHIRE LN	SOUTH END	MFT
WINTHROP DR*	OAKTON ST	SOUTH END	CPF/CDBG Eligible*
WOODLAWN AV*	CNRR	FOURTH AV	CPF/CDBG Eligible*
YORKSHIRE LN	REGENCY DR	THIRD AV	MFT

***Must comply with CDBG guidelines (CDBG guidelines can be found in Attachment 5)**

Reconstruction:

Street	Limits	Limits	Funding
WESTERN AV	HARDING AV	MINER ST	CPF

Parking Lot Resurfacing:

DULLES WATER PLANT PARKING LOT (WATER)

Various Other Locations:

2" HMA PAVEMENT PATCHING (CPF)

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:

[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]

No Exceptions

4. Commencement Date:

the date of execution of the Contract by Owner.

_____ 10 _____ days after execution of the Contract by Owner.

Click here to enter a date.

5. Completion Date:

Starting and Substantial Completion Dates:

The following starting and substantial completion dates apply to this contract as designated by street:

_____ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Thursday, October 31, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Completion includes the approved and acceptable construction of all pay items: including concrete correction (punch) list items, all hot-mix asphalt items including surface courses and all landscape restoration work, including topsoil and sod placement.

All locations shall be completed between June 3, 2024 and October 31, 2024. The following locations have specific scheduling requirements:

Elizabeth Ln
June 06, 2024 – July 05, 2024

Pearson St
July 08, 2024- July 18, 2024
(Coordinate with Union Pacific Railroad Closure)

Days and Hours of Work. Workdays for this Contract are Monday through Friday between the hours of **7AM to 6PM**. No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Saturdays, Sundays or the following specified days unless otherwise approved by the Project Manager.

Monday	May 27, 2024	Memorial Day
Thursday	July 4, 2024	Independence Day
Monday	September 2, 2024	Labor Day
Monday	October 14, 2024	Columbus Day
Monday	November 11, 2024	Veteran’s Day
Thursday	November 28, 2024	Thanksgiving Day
Friday	November 29, 2024	Day After Thanksgiving Day

In the event, the Contractor works on Saturday, Sunday, or holiday, during which time the Engineer and/or Inspector(s) are required to be present, the City of Des Plaines shall pay the cost for such overtime engineering services and shall deduct such cost from payments due the Contractor. Overtime engineering services shall be charged at the Engineer’s standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector’s standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering service, the Contractor shall reimburse the City of Des Plaines in the amount necessary to cover

such costs. The Project Manager shall approve necessary personnel and time for engineering services.

Progress Schedule. The Contractor shall submit, for approval by the Engineer, a Progress Schedule, which complies with the requirements of these specifications, and Completion Dates. The Progress Schedule shall include an Estimate of Time and/or Performance Rate for each controlling pay item. Once a Progress Schedule is approved, there shall be no deviation without the written approval of the Engineer.

If the Contractor falls 10 or more working days behind the Approved Progress Schedule, they shall provide the Engineer with a revised Progress Schedule that complies with the requirements of the Contract for the Engineer's review.

TIME IS OF THE ESSENCE ON THIS CONTRACT AND LIQUIDATED DAMAGES WILL BE ASSESSED FOR EACH DAY THAT THE WORK REMAINS INCOMPLETE PAST THE STATED COMPLETION DATE.

6. Insurance Coverage:

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

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must 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 \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

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

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations

- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

- F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so 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 that loss.

G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.

H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

Comprehensive General Liability, Comprehensive Motor Vehicle Liability, and Umbrella Policy.

The Additional Insured endorsement must identify Owner as follows:

The City of Des Plaines and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
Union Pacific Railroad Co. 1400 Douglas ST STOP 1690 Omaha, NE 68179-1690	<u>Railroad Protection Liability</u> \$5,000,000 Combined Single Limit \$10,000,000 Aggregate Limit

7. **Contract Price:**

SCHEDULE OF PRICES

UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**COMPLETE SCHEDULE OF PRICES
SEE ATTACHMENT 1 (BLR 12201)**

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ _____

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.

8. Progress Payments:

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend

Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner’s determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment 1 to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner’s estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. Per Diem Administrative Charge:

\$ per IDOT SSRB

No Charge

10. Standard Specifications:

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

- "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's City Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment 5 for any special project requirements.

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF CONTRACT 24-00229-00-RS**

ATTACHMENT 3

SPECIFICATIONS

INDEX OF SPECIAL PROVISIONS

The following Index is provided for the Bidder's convenience only. Bidders are advised to thoroughly read each Special Provision and familiarize themselves with their content.

<u>PAGE</u>	<u>DESCRIPTION</u>
1	CONTRACTOR SAFETY RESPONSIBILITY
1	COOPERATION BY CONTRACTOR
2	DIRT ON PAVEMENT
2	OBSTRUCTION OF STREETS AND RIGHTS OF WAY
2	TESTING OF MATERIALS
4	AGGREGATE BASE COURSE, TYPE B
4	PAVEMENT REMOVAL, 14"
4	PIPE REMOVAL, ALL TYPES AND SIZES
5	SIDEWALK REMOVAL
5	PORTLAND CEMENT CONCRETE SIDEWALK
5	DETECTABLE WARNINGS
6	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
8	DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT IN PORTLAND CEMENT CONCRETE
9	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON
10	PAVEMENT REMOVAL MILLING, VARIABLE DEPTH
11	PAVEMENT PATCHING
12	TEMPORARY PAVEMENT PATCH
13	TOPSOIL PLACEMENT 4 INCHES AND SEEDING
14	TOPSOIL PLACEMENT 4 INCHES AND SEEDING WITH STRAW BLANKET
15	GRADING AND SHAPING PARKWAYS AND DITCHES
15	MANHOLE, CATCH BASIN, VALVE VAULT ADJUSTMENT AND RECONSTRUCTION
17	DES PLAINES UTILITY STRUCTURE FRAMES, LIDS AND GRATES
18	STORM MANHOLE AND CATCH BASIN CONSTRUCTION
19	REPAIR AND SEAL STRUCTURE, SPECIAL
20	STORM SEWER, WATER QUALITY PIPE

21	BOLLARD
22	CANTILEVER GATE CHAIN LINK FENCE SLIDE GATE COMPLETE INSTALLATION
23	DETECTOR LOOP
23	CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) TESTING AND CERTIFICATION
24	PRE-CAST CONCRETE STRUCTURE ABOVE EXISTING GRATE WITH CONCRETE BOTTOM
24	PORTABLE TOILETS
25	TRAFFIC CONTROL AND PROTECTION

OTHER ATTACHMENTS:

- BLR 11310 - SPECIAL PROVISIONS
- INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS
- BDE SPECIAL PROVISIONS
- LOCAL ROADS SPECIAL PROVISIONS
- IDOT HIGHWAY STANDARDS
- NO PARKING SIGNS
- SOIL BORING AND PAVEMENT CORES REPORT
- STORM WATER POLLUTION PREVENTION PLAN

- SEE ATTACHMENT 5 FOR CDBG REQUIREMENTS**
- CDBG - FEDERAL LABOR STANDARDS PROVISIONS
- CDBG – PERSONNEL & PARTICIPANT CONDITIONS
- CDBG – FEDERAL MINIMUM WAGE DETERMINATION

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION
 OF CONTRACT 24-00229-00-RS**

ATTACHMENT 4

LIST OF DRAWINGS

INDEX OF SHEETS:	
Sheet No.	Description:
1	COVER SHEET
2	LEGEND, ABBREVIATIONS, GENERAL NOTES
3	SCHEDULE OF QUANTITIES, GENERAL NOTES
4-5	TYPICAL SECTIONS
6	JOSEPHINE CT, ELIZABETH LN
7	GERI LN, OTTOWA ST, LECHNER LN
8	REGENCY DR, YORKSHIRE LN, THIRD AV, CONCORD CT, CONCORD LN
9	GRACELAND AV, IDA ST
10	EARL AV, MARGRET ST, OLIVIA AV
11	PEARSON ST, HOWARD AV
12	ARLINGTON AV, WOODLAWN AV
13	RIVERVIEW AV, SCOTT ST
14	SECOND AV, WINTHROP DR
15-17	WESTERN AV
18-28	DULLES WATER PLANT SITE MAINTENANCE
29-30	TYPICAL DETAILS
31	EROSION AND SEDIMENT CONTROL DETAILS

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF CONTRACT 24-00229-00-RS**

ATTACHMENT 5

SPECIAL PROJECT REQUIREMENTS

PRE-CONSTRUCTION MEETING

Prior to commencing any construction operations, there shall be a Pre-Construction Meeting conducted at the Public Works and Engineering Office, Des Plaines Civic Center, 1420 Miner Street, Room 504. The Engineer will set the date and time of the Pre-Construction Meeting after execution of the Contract by both parties. The Contractor's full time Superintendent must attend the Pre-Construction meeting.

The following shall be submitted for review at the Pre-Construction meeting:

Progress Schedule (submit 3 working days prior) for review

Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number

Name and 24-hour emergency telephone number of the person in the direct employ of the Contractor who is responsible for administrating the Traffic Control on the Contract.

List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their subcontract agreements.

List of Material Suppliers and phone numbers

Mix Designs for concrete and hot-mix asphalt items to be incorporated in the Contract

All Subcontractors are required to either attend the Pre-Construction meeting or attend a Field Pre-Construction meeting with the Resident Engineer and the Contractor's Superintendent prior to the beginning of any sub-let work.

CLAIMS

The Contractor agrees to save and hold harmless the Owner and the Engineer from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of the use of the streets or sidewalks, or resulting from the excavations, openings,

obstructions, or defects that may be made or left in the streets or sidewalks by the Contractor or their several agents, or any other person engaged in the performance of this Contract.

The Contractor shall save the Owner and the Engineer harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals or processes used by them or about said work.

PROCEDURE FOR RESOLVING PROPERTY DAMAGE CLAIMS

The General Contractor agrees to adhere to the following procedure to resolve all property damage claims that are related to the performance of all Work on this Contract. It is the responsibility of the General Contractor to require that all Subcontractors and Material Suppliers follow this claim procedure. The City reserves the right to withhold one and one half times the estimated cost of the damages from sums due the General Contractor until all claims related to performance of their Work are resolved as herein provided.

Upon receipt of a claim against the General Contractor for property damage allegedly caused or related to the performance of their Work under this Contract, the General Contractor shall, within 5 working days of receipt of such claim:

Acknowledge the claim, in writing, to the property owner.

Furnish the Engineer with written acknowledgement of receipt of the claim, including a copy of the claim and all information related to it.

If the claim is not settled (or the General Contractor does not agree to settle the claim) within 5 days, the General Contractor shall:

Forward the claim to the General Contractor's Insurance Carrier.

Furnish the Engineer with a copy of the Insurance Carrier's written acknowledgement of receipt of the claim

The General Contractor shall either settle or deny the claim within 60 calendar days from initial receipt of the claim, the General Contractor shall:

Notify the Engineer, in writing, of claims that have been settled or denied, including the terms of the settlement or the reason for the denial.

Notify the property owner if there is a decision to deny their claim and shall include in the Notice of Denial the name and address of the person authorized to accept service of process on behalf of the General Contractor.

When a claim is allowed in any amount, within 30 days of the award, pay to the property owner the amount of the award.

If the Contractor does not make payment to the property owner within the 30 day period, the Owner shall be authorized to make the payment in the amount of the award on behalf of the General Contractor and deduct the amount of the payment from the amount due the General Contractor on the next payment due the Contractor under this Contract.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LOCATIONS

Street	Limits	Limits
EARL AV*	ALGONQUIN RD	FOREST AV
GERI LN*	OTTAWA ST	NORTH END
IDA ST*	JEFFERSON ST	PERRY ST
OTTAWA ST*	BELLAIRE AV	GERI LN
WINTHROP DR*	OAKTON ST	SOUTH END
WOODLAWN AV*	CNRR	FOURTH AV

Must comply with CDBG guidelines



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 30, 2024

To: Dorothy Wisniewski, City Manager

From: Becka Shipp, P.E., Assistant Director of Engineering *BS*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*

Subject: Bid Award - 2024 Capital Improvement Program (CIP) Contract A - Water Main Improvements

Issue: Bids for the 2024 CIP Water Main Improvements, Contract A were opened on April 30, 2024.

Analysis: The scope of work includes installation of new water main and water services (replacing lead and galvanized services to the meter), pavement or pavement and base replacement, replacement of deteriorated curb and gutter, replacement of deteriorated and uneven sidewalk, and miscellaneous landscaping restoration at the following locations:

LOCATION	LIMITS	ACTIVITY
Ambleside Rd	Lance Dr to Victoria Rd	Water Main, Reconstruction
Ashland Ave	Cora St to Lee St	Water Main, Rehabilitation
Berry Ln	River Rd to North End	Water Main, Rehabilitation
Chestnut St	Prospect Ave to Howard Ave	Water Main, Rehabilitation
Howard Ave	Chestnut St to Mannheim Rd	Water Main, Rehabilitation
Marshall Dr	Florian Dr to Algonquin Rd	Water Main
Marshall Dr	Dempster St to Algonquin Rd	Reconstruction

Following are the bid results:

BIDDER	BID AMOUNT
DiMeo Brothers, Inc.	\$7,724,981.00
Berger Contractors, Inc.	\$7,759,265.96
Mauro Sewer Construction	\$7,858,975.60

John Neri Construction	\$8,208,314.65
Martam Construction Inc.	\$8,693,362.40
Swallow Construction Corp.	\$9,050,050.72
Acqua Contractors	\$10,150,000.00

The Engineer's Estimate was \$6.5 million.

Due to material shortages, current inflation rate, and the spread of the bids being within 1.2% of the average of the bids, the amounts are determined to be within reason, and we recommend that the low bid be accepted although it exceeds the engineer's estimate.

Recommendation: References supplied by DiMeo Brothers, Inc. are favorable. We recommend award of the 2024 CIP Contract A – Water Main Improvements project to DiMeo Brothers, Inc., 720 Richard Lane, Elk Grove Village, IL 60007 in the amount of \$7,724,981.00. Funding sources would be the Capital Projects Fund and Water/Sewer CIP Fund.

Attachments:

- Attachment 1 - Bid Tabulation
- Resolution R-106-24
- Exhibit A - Contract

CITY OF DES PLAINES

RESOLUTION R - 106 - 24

A RESOLUTION APPROVING AN AGREEMENT WITH DIMEO BROTHERS, INC. FOR THE 2024 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A, WATER MAIN IMPROVEMENTS.

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 Capital Projects Fund and Water/Sewer Capital Improvement Projects (CIP) Fund for use by the Department of Public Works and Engineering during the 2024 fiscal year for the 2024 Capital Improvement Program - Contract A, Water Main Improvements, which includes installation of new water main and water services, pavement or pavement and base replacement, replacement of deteriorated curb and gutter, replacement of deteriorated and uneven sidewalk, and miscellaneous landscaping restoration at certain locations (collectively, "*Work*"); and

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

WHEREAS, the City received seven bids, which were opened on April 30, 2024; and

WHEREAS, DiMeo Brothers, Inc. ("*Contractor*") submitted the lowest responsible bid in the not-to-exceed amount of \$7,724,981.00; and

WHEREAS, the City desires to enter into a contract with Contractor for the performance of the Work in the not-to-exceed amount of \$7,724,981.00 ("*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 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, 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 _____, 2024.

APPROVED this ___ day of _____, 2024.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

CITY OF DES PLAINES



**CONTRACT FOR THE CONSTRUCTION OF
2024 CIP CONTRACT A – WATER MAIN IMPROVEMENTS**

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
 2024 CIP CONTRACT A – WATER MAIN IMPROVEMENTS**

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	The Work	1
	1.1 Performance of the Work	1
	1.2 Commencement and Completion Dates	2
	1.3 Required Submittals	2
	1.4 Review and Interpretation of Contract Provisions	3
	1.5 Conditions at the Work Site; Record Drawings	3
	1.6 Technical Ability to Perform.....	4
	1.7 Financial Ability to Perform.....	4
	1.8 Time.....	4
	1.9 Safety at the Work Site.....	5
	1.10 Cleanliness of the Work Site and Environs	5
	1.11 Damage to the Work, the Work Site, and Other Property	5
	1.12 Subcontractors and Suppliers	6
	1.13 Simultaneous Work By Others.....	6
	1.14 Occupancy Prior to Final Payment.....	6
	1.15 Owner’s Right to Terminate or Suspend Work for Convenience	6
ARTICLE II	Changes and Delays	7
	2.1 Changes	7
	2.2 Delays.....	7
ARTICLE III	Contractor’s Responsibility for Defective Work	8
	3.1 Inspection; Testing; Correction of Defects.....	8
	3.2 Warranty of Work.....	8
	3.3 Owner’s Right to Correct	9
ARTICLE IV	Financial Assurances	9
	4.1 Bonds.....	9
	4.2 Insurance.....	9
	4.3 Indemnification.....	10
ARTICLE V	Payment	10
	5.1 Contract Price	10
	5.2 Taxes and Benefits	10

5.3	Progress Payments	10
5.4	Final Acceptance and Final Payment	11
5.5	Liens	11
5.6	Deductions	12
ARTICLE VI	Disputes And Remedies.....	13
6.1	Dispute Resolution Procedure	13
6.2	Contractor’s Remedies	13
6.3	Owner’s Remedies.....	13
6.4	Owner’s Special Remedy for Delay	15
6.5	Terminations and Suspensions Deemed for Convenience	15
ARTICLE VII	Legal Relationships And Requirements	15
7.1	Binding Effect	15
7.2	Relationship of the Parties.....	15
7.3	No Collusion/Prohibited Interests	15
7.4	Assignment	16
7.5	Confidential Information	16
7.6	No Waiver	16
7.7	No Third Party Beneficiaries.....	17
7.8	Notices	17
7.9	Governing Laws	17
7.10	Changes in Laws.....	18
7.11	Compliance with Laws	18
7.12	Compliance with Patents	19
7.13	Time.....	19
7.14	Severability.....	19
7.15	Entire Agreement.....	20
7.16	Amendments.....	20

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
2024 CIP CONTRACT A – WATER MAIN IMPROVEMENTS

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 *DiMeo Brothers, Inc., 720 Richard Lane, Elk Grove Village, IL 60007* a *Corporation* (“*Contractor*”), make this Contract as of May 20, 2024, 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:

DiMeo Brothers, Inc.
720 Richard Lane, Elk Grove Village, IL 60007

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, and each subcontractor, 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.; 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, 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 Wages, Certified Payroll Required. 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"). Contractor and each subcontractor must pay the prevailing wage as determined by the Illinois Department for each trade or craft. If the Illinois Department of Labor revises the prevailing wages to be paid, the revised rates will apply to this Contract. Contractor and each subcontractor must comply with all of the provisions of the Act , including filing certified payrolls on a monthly basis with the Illinois Department of Labor, in accordance with Section 5 of the Act. Contract and each subcontract must furnish a copy of the payrolls to the Owner. 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 they know to be false is a Class B misdemeanor. 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 Owner 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. Qualified. Bidder has the requisite experience, 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 set forth in Section 1-10-2.B of the City Code, including, without limitation, that Bidder and all of Bidder's subcontractors actively participate, and have actively participated for at least 12 months before the bid opening date, in an apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

E. 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: _____

DiMeo Brothers, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

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__.

DiMeo Brothers, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)

**2024 CIP - CONTRACT A - WATER MAIN IMPROVEMENTS
SCHEDULE OF PRICES**

ITEM #	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
1	EXPLORATION TRENCH	FOOT	375	10.00	\$ 3,750.00
2	INLET FILTERS	EACH	63	140.00	\$ 8,820.00
3	TREE REMOVAL (OVER 15 INCH-DIAMETER)	IN-DIA	68	60.00	\$ 4,080.00
4	TREE TRUNK PROTECTION	EACH	137	150.00	\$ 20,550.00
5	M.H., C.B., V.V., TO BE REMOVED	EACH	47	450.00	\$ 21,150.00
6	ABANDON EXISTING VALVE AND VAULT	EACH	20	400.00	\$ 8,000.00
7	C.B., TY-C, 2' DIA., CURB FRAME & HIGH FLOW GRATE	EACH	20	3,500.00	\$ 70,000.00
8	C.B., TY-C, 4' DIA., CURB FRAME & HIGH FLOW GRATE	EACH	21	5,500.00	\$ 115,500.00
9	M.H.,C.B.,V.V. TO BE ADJUSTED, NEW FRAME & LID	EACH	28	1,100.00	\$ 30,800.00
10	M.H.,C.B.,V.V. TO BE ADJUSTED, SPECIAL, NEW FRAME & LID	EACH	4	1,600.00	\$ 6,400.00
11	M.H.,C.B.,V.V. TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	8	2,400.00	\$ 19,200.00
12	STORM MANHOLE, TY-A, 4' DIA, ROUND FRAME & CLOSED LID	EACH	2	5,250.00	\$ 10,500.00
13	SANITARY MANHOLE, TY-A, 4' DIA, ROUND FRAME & CLOSED LID	EACH	1	9,000.00	\$ 9,000.00
14	SAN. M.H. TO BE ADJUSTED, NEW FRAME & LID	EACH	14	1,250.00	\$ 17,500.00
15	SAN. M.H. TO BE ADJUSTED, SPECIAL, NEW FRAME & LID	EACH	11	1,750.00	\$ 19,250.00
16	SAN. M.H. TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	2	2,500.00	\$ 5,000.00
17	FIRE HYDRANT REMOVAL	EACH	21	500.00	\$ 10,500.00
18	FIRE HYDRANT AND AUXILIARY VALVE	EACH	28	10,000.00	\$ 280,000.00
19	WATER MAIN, 4 INCH DUCTILE IRON PIPE , CL 52	FOOT	10	165.00	\$ 1,650.00
20	WATER MAIN, 6 INCH DUCTILE IRON PIPE , CL 52	FOOT	57	145.00	\$ 8,265.00
21	WATER MAIN, 8 INCH DUCTILE IRON PIPE , CL 52	FOOT	4,070	200.00	\$ 814,000.00
22	WATER MAIN, 10 INCH DUCTILE IRON PIPE , CL 52	FOOT	1,419	220.00	\$ 312,180.00
23	WATER MAIN, 12 INCH DUCTILE IRON PIPE , CL 52	FOOT	217	240.00	\$ 52,080.00
24	WATER MAIN, 8 INCH PVC C-900	FOOT	44	200.00	\$ 8,800.00
25	WATER MAIN, 8 INCH PVC C-900, DIR DRILL	FOOT	257	225.00	\$ 57,825.00
26	PUBLIC WATER SERVICE LINE, 1 INCH	FOOT	188	50.00	\$ 9,400.00
27	PRIVATE WATER SERVICE LINE, 1 INCH	FOOT	250	50.00	\$ 12,500.00
28	PUBLIC WATER SERVICE LINE, 1 1/2 INCH	FOOT	3,589	55.00	\$ 197,395.00
29	PUBLIC WATER SERVICE LINE, 2 INCH	FOOT	392	95.00	\$ 37,240.00
30	WATER SERVICE SADDLE, 1 1/2 INCH	EACH	120	500.00	\$ 60,000.00
31	WATER SERVICE SADDLE, 2 INCH	EACH	11	500.00	\$ 5,500.00
32	CORPORATION STOP, 1 1/2 INCH	EACH	120	1,500.00	\$ 180,000.00
33	CORPORATION STOP, 2 INCH	EACH	11	2,000.00	\$ 22,000.00
34	CURB STOP, 1 1/2 INCH	EACH	120	1,200.00	\$ 144,000.00
35	CURB STOP, 2 INCH	EACH	11	1,450.00	\$ 15,950.00
36	CURB BOX, 1 1/2 INCH	EACH	120	300.00	\$ 36,000.00
37	CURB BOX, 2 INCH	EACH	11	400.00	\$ 4,400.00
38	PRIVATE WATER SERVICE FOUNDATION CONNECTION	EACH	10	3,500.00	\$ 35,000.00
39	PRIVATE WATER SERVICE METER CONNNECTION	EACH	10	3,500.00	\$ 35,000.00
40	GATE VALVE, 6 INCH, 48 INCH DIA VAULT, ROUND FRAME, CLOSED LID	EACH	3	7,000.00	\$ 21,000.00
41	GATE VALVE, 8 INCH, 48 INCH DIA VAULT, ROUND FRAME, CLOSED LID	EACH	14	7,500.00	\$ 105,000.00
42	GATE VALVE, 10 INCH, 60 INCH DIA VAULT, ROUND FRAME, CLOSED LID	EACH	5	9,000.00	\$ 45,000.00
43	GATE VALVE, 12 INCH, 60 INCH DIA VAULT, ROUND FRAME, CLOSED LID	EACH	5	10,000.00	\$ 50,000.00
44	PRESSURE CONNECTION, 12 INCH	EACH	1	12,000.00	\$ 12,000.00
45	WATER MAIN FITTINGS, RESTRAINED JOINT	POUND	13,450	1.00	\$ 13,450.00
46	PIPE REMOVAL, ALL SIZES AND TYPES	FOOT	1,155	9.00	\$ 10,395.00
47	STORM SEWER, DUCTILE IRON PIPE, 12 INCH, CL 52	FOOT	927	180.00	\$ 166,860.00
48	STORM SEWER, DUCTILE IRON PIPE, 24 INCH, CL 52	FOOT	62	450.00	\$ 27,900.00
49	STORM SEWER, PVC C-900, 15 INCH	FOOT	36	200.00	\$ 7,200.00
50	STORM SEWER, RCP, 18 INCH	FOOT	13	175.00	\$ 2,275.00
51	STORM SEWER, RCP, 24 INCH	FOOT	35	200.00	\$ 7,000.00
52	STORM SEWER TRAP	EACH	3	1,250.00	\$ 3,750.00
53	STORM SEWER REPAIR, REMOVE AND REPLACE, 12" DIP, CL 52	FOOT	24	200.00	\$ 4,800.00
54	SANITARY SEWER, 8" PVC, C-900	FOOT	42	200.00	\$ 8,400.00
55	SANITARY SEWER, 12" PVC, SDR 26	FOOT	55	250.00	\$ 13,750.00
56	SANITARY SEWER, 12" PVC, C-900	FOOT	20	400.00	\$ 8,000.00
57	SANITARY SEWER, 15" PVC, C-900	FOOT	21	450.00	\$ 9,450.00
58	SANITARY SEWER REPAIR, REMOVE AND REPLACE, 8" PVC, SDR 26	FOOT	290	200.00	\$ 58,000.00
59	SANITARY SEWER REPAIR, REMOVE AND REPLACE, 12" PVC, SDR 26	FOOT	91	230.00	\$ 20,930.00

**2024 CIP - CONTRACT A - WATER MAIN IMPROVEMENTS
SCHEDULE OF PRICES**

ITEM #	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
60	SANITARY SEWER WYE FITTINGS, PVC, ALL SIZES	EACH	24	1,500.00	\$ 36,000.00
61	SANITARY SEWER LATERAL REPAIR, REMOVE & REPLACE, 6 INCH PV	FOOT	215	140.00	\$ 30,100.00
62	TRENCH BACKFILL	CU.YD.	9,425	25.00	\$ 235,625.00
63	SIDEWALK REMOVAL	SQ. FT.	29,500	2.00	\$ 59,000.00
64	P.C.C. SIDEWALK	SQ. FT.	30,500	11.00	\$ 335,500.00
65	DETECTABLE WARNINGS	SQ. FT.	840	35.00	\$ 29,400.00
66	REINFORCEMENT BARS, EPOXY COATED	FOOT	3,060	3.00	\$ 9,180.00
67	DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 6 INCH	SQ. YD.	3,936	93.00	\$ 366,048.00
68	DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 8 INCH	SQ. YD.	505	108.00	\$ 54,540.00
69	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON	SQ. YD.	165	50.00	\$ 8,250.00
70	COMB. CONCRETE CURB AND GUTTER REMOVAL	FOOT	13,434	4.00	\$ 53,736.00
71	COMB. CONCRETE CURB AND GUTTER REPLACEMENT	FOOT	13,579	32.00	\$ 434,528.00
72	CONCRETE BASE COURSE, 6 INCH	SQ. YD.	330	80.00	\$ 26,400.00
73	CONCRETE PAVEMENT PATCH, 9 INCH	SQ. YD.	31	115.00	\$ 3,565.00
74	TEMPORARY AGGREGATE, CA-6	TON	570	14.00	\$ 7,980.00
75	PAVEMENT PATCHING, 6 INCH	SQ. YD.	200	50.00	\$ 10,000.00
76	PAVEMENT REMOVAL MILLING, 6 INCH	SQ. YD.	12,074	7.50	\$ 90,555.00
77	PAVEMENT REMOVAL, 14 INCHES	SQ. YD.	14,836	20.00	\$ 296,720.00
78	EARTH EXCAVATION	CU.YD.	3,961	45.00	\$ 178,245.00
79	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ. YD.	15,854	3.00	\$ 47,562.00
80	GRANULAR EMBANKMENT	CU.YD.	2,300	50.00	\$ 115,000.00
81	POROUS GRANULAR EMBANKMENT	CU.YD.	500	25.00	\$ 12,500.00
82	PREPARATION OF BASE	SQ. YD.	12,074	2.00	\$ 24,148.00
83	AGGREGATE BASE COURSE, TYPE B, 8 INCH	SQ. YD.	10,195	14.00	\$ 142,730.00
84	TEMPORARY PAVEMENT PATCH	TON	85	117.00	\$ 9,945.00
85	DRIVEWAY HMA SURFACE COURSE REMOVAL AND REPLACEMENT	SQ. YD.	135	72.00	\$ 9,720.00
86	HOT MIX ASPHALT BINDER COURSE, IL-19, N50, 4 INCH	TON	6,160	84.00	\$ 517,440.00
87	LEVELING BINDER (HAND METHOD), N50	TON	465	110.00	\$ 51,150.00
88	BITUMINOUS MATERIALS (PRIME COAT)	GAL.	1,885	6.00	\$ 11,310.00
89	AGGREGATE (PRIME COAT)	TON	26	2.00	\$ 52.00
90	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2 INCH	TON	3,080	90.00	\$ 277,200.00
91	GRADING AND SHAPING PARKWAYS	SQ. YD.	20,900	10.00	\$ 209,000.00
92	TOPSOIL PLACEMENT, 4 INCH AND SODDING	SQ. YD.	20,900	17.00	\$ 355,300.00
93	THERMOPLASTIC PVMT. MARKING LINE, 4 INCH	FOOT	110	2.00	\$ 220.00
94	THERMOPLASTIC PVMT. MARKING LINE, 6 INCH	FOOT	1,896	3.00	\$ 5,688.00
95	THERMOPLASTIC PVMT. MARKING LINE, 12 INCH	FOOT	258	6.00	\$ 1,548.00
96	THERMOPLASTIC PVMT. MARKING LINE, 24 INCH	FOOT	312	8.00	\$ 2,496.00
97	REMOVE SIGN PANEL ASSEMBLY	EACH	46	100.00	\$ 4,600.00
98	TELESCOPING STEEL SIGN SUPPORT	FOOT	675	16.00	\$ 10,800.00
99	SIGN PANEL, TYPE 1	SQ. FT.	239	45.00	\$ 10,755.00
100	PORTABLE TOILETS	EA. CAL. MO.	11	100.00	\$ 1,100.00
101	CONTRACTOR'S FURNISHED CONSTRUCTION LAYOUT	LUMP SUM	1	50,000.00	\$ 50,000.00
102	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	185,000.00	\$ 185,000.00
103	ITEMS AS DIRECTED BY THE ENGINEER - LEAD WATER SERVICES	DOL	100,000	1.00	\$ 100,000.00
TOTAL BID					\$ 7,724,981.00

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
2024 CIP CONTRACT A – WATER MAIN IMPROVEMENTS**

ATTACHMENT 2

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Project Description

The project scope includes installation of new water main and service connections, abandonment or removal of old water main pipe, repair and replacement of storm catch basins, replacement of various existing storm and sanitary sewers, street rehabilitation or reconstruction, curb and gutter replacement, driveway apron replacement, miscellaneous sidewalk repairs, regrading of parkways, and miscellaneous landscaping restoration.

2. Work Site:

**Ambleside Rd (Lance Dr to Victoria Rd)
Ashland Av (Cora St to Lee St)
Berry Ln (River Rd to North End)
Chestnut St (Prospect Av to Howard Av)
Howard Av (Chestnut St to Mannheim Rd)
Marshall Dr (Dempster St to Algonquin Rd)**

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:



[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]

IEPA – Public Water Supplies Construction Permit

MWRD – Notification and Request For Inspection (NRI) Sewer Replacement Permit

MWRD – Watershed Management Ordinance (WMO) Permit



No Exceptions

4. Commencement Date:

the date of execution of the Contract by Owner.

_____ days after execution of the Contract by Owner.

Monday, June 03, 2024

5. Completion Date:

Starting and Substantial Completion Dates:

The following starting and substantial completion dates apply to this contract as designated by street:

_____ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Friday, November 22, 2024, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Completion includes the approved and acceptable construction of all pay items: including concrete correction (punch) list items, all hot-mix asphalt items including surface courses and all landscape restoration work, including topsoil and sod placement.

STREET	LIMIT	START DATE	SUBSTANTIAL COMPLETION DATE
Ambleside Rd	Lance Dr to Victoria Rd	6/3/2024	8/30/2024
Marshall Dr	Dempster St to Algonquin Rd	6/17/2024	8/30/2024
Berry Ln	River Rd to North End	6/24/2024	9/20/2024
Ashland Av	Cora St to Lee St	7/8/2024	10/11/2024
Chestnut St	Prospect Av to Howard Av	7/22/2024	11/22/2024
Howard Av	Chestnut St to Mannheim Rd	7/22/2024	11/22/2024

Days and Hours of Work. Workdays for this Contract are Monday through Friday between the hours of 7AM to 6PM. No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Saturdays, Sundays or the following specified days unless otherwise approved by the Project Manager.

Monday, May 27, 2024

Thursday, July 04, 2024

Monday, September 02, 2024

Monday, October 14, 2024,

Monday, November 11, 2024

Memorial Day Holiday

Independence Day Holiday

Labor Day Holiday

Columbus Day Holiday

Veterans Day Holiday

In the event, the Contractor works on Saturday, Sunday, or holiday, during which time the Engineer and/or Inspector(s) are required to be present, the City of Des Plaines shall pay the cost for such overtime engineering services and shall deduct such cost from payments due the Contractor. Overtime engineering services shall be charged at the Engineer’s standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector’s standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering service, the Contractor shall reimburse the City of Des Plaines in the amount necessary to cover such costs. The Project Manager shall approve necessary personnel and time for engineering services.

Progress Schedule. The Contractor shall submit, for approval by the Engineer, a Progress Schedule, which complies with the requirements of these specifications, and Completion Dates. The Progress Schedule shall include an Estimate of Time and/or Performance Rate for each controlling pay item. Once a Progress Schedule is approved, there shall be no deviation without the written approval of the Engineer.

If the Contractor falls 10 or more working days behind the Approved Progress Schedule, they shall provide the Engineer with a revised Progress Schedule that complies with the requirements of the Contract for the Engineer's review.

TIME IS OF THE ESSENCE ON THIS CONTRACT AND LIQUIDATED DAMAGES WILL BE ASSESSED FOR EACH DAY THAT THE WORK REMAINS INCOMPLETE PAST THE STATED COMPLETION DATE.

6. Insurance Coverage:

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

(1) Worker’s Compensation: Statutory;

- (2) Employer’s Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must 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 \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

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

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.



- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire

extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so 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 that loss.

G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$ _____.

H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:
Comprehensive General Liability, Comprehensive Motor Vehicle Liability, and Umbrella Policy.

The Additional Insured endorsement must identify Owner as follows:

The City of Des Plaines and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

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

<u>Additional Insured</u>	<u>Policy or Policies</u>
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7. **Contract Price:**

SCHEDULE OF PRICES

- UNIT PRICE CONTRACT**

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**COMPLETE SCHEDULE OF PRICES
SEE ATTACHMENT 1**

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ _____

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.

8. **Progress Payments:**

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

- B. Value of Work. The Value of the Work will be determined as follows:
- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner’s determination of the value of the Work completed.
 - (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment 1 to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner’s estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.
- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. Per Diem Administrative Charge:

\$ per IDOT SSRB

No Charge

10. Standard Specifications:

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner’s City Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment 5 for special project requirements.

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION OF
 2024 CIP CONTRACT A – WATER MAIN IMPROVEMENTS**

ATTACHMENT 3

SPECIFICATIONS

INDEX OF SPECIAL PROVISIONS

The following Index is provided for the Bidder's convenience only. Bidders are advised to thoroughly read each Special Provision and familiarize themselves with their content.

<u>PAGE</u>	<u>DESCRIPTION</u>
1	SPECIAL PROVISIONS
1	CONTRACTOR SAFETY RESPONSIBILITY
1	COOPERATION BY CONTRACTOR
2	DIRT ON PAVEMENT
2	OBSTRUCTION OF STREETS AND RIGHTS OF WAY
2	TESTING OF MATERIALS
4	RECORD DRAWING SURVEY POINT FILE
4	EXPLORATION TRENCH
5	TEMPORARY AGGREGATE, CA-6
6	TRENCH BACKFILL
6	WATER MAIN CHLORINATION AND TESTING
7	WATER MAIN CONNECTIONS AND SHUT DOWNS
8	DUCTILE IRON PIPE WATER MAIN, CLASS 52
9	WATER MAIN, C-900 PVC
11	WATER MAIN RESTRAINED JOINT FITTINGS
12	GATE VALVE, VAULT, FRAME AND CLOSED LID
12	FIRE HYDRANT AND AUXILIARY VALVE
14	PUBLIC WATER SERVICE LINE
18	WATER SERVICE SADDLES
19	CORPORATION STOP
21	CURB STOP
22	CURB BOX
23	CASING PIPE, WATER SERVICE
23	PRIVATE WATER SERVICE LINE
28	PRIVATE WATER SERVICE FOUNDATION CONNECTION

30	PRIVATE WATER SERVICE METER CONNECTION
32	ABANDON EXISTING VALVE AND VAULT
32	FIRE HYDRANT REMOVAL
33	ADJUSTING WATER SERVICE LINES
34	CURB BOXES TO BE ADJUSTED
34	SANITARY MANHOLE ADJUSTMENT AND RECONSTRUCTION
35	SANITARY MANHOLE, TYPE A, NEW FRAME, CLOSED LID
36	SANITARY SEWER MAIN AND LATERAL REPAIR
38	PIPE REMOVAL, ALL TYPES AND SIZES
38	DES PLAINES UTILITY STRUCTURE FRAMES, LIDS AND GRATES
40	MANHOLE, CATCH BASIN, VALVE VAULT ADJUSTMENT AND RECONSTRUCTION
41	STORM MANHOLE AND CATCH BASIN CONSTRUCTION
43	PVC STORM SEWER
44	STORM SEWER, DUCTILE IRON PIPE
45	COMBINATION CONCRETE CURB AND GUTTER
45	REMOVAL AND REPLACEMENT
46	SIDEWALK REMOVAL
46	PORTLAND CEMENT CONCRETE SIDEWALK
46	DETECTABLE WARNINGS
47	REINFORCEMENT BARS, EPOXY COATED
47	TEMPORARY PAVEMENT PATCH
48	PAVEMENT PATCHING
49	PAVEMENT REMOVAL, 14"
49	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH
50	HOT-MIX ASPHALT PAVEMENT REMOVAL MILLING, VARIABLE DEPTH
51	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE
51	REMOVAL AND REPLACEMENT
51	GRADING AND SHAPING PARKWAYS AND DITCHES
52	TOPSOIL PLACEMENT 4 INCHES AND SODDING
53	ITEMS AS DIRECTED BY THE CITY (LEAD SERVICES)
53	TRAFFIC CONTROL AND PROTECTION

OTHER ATTACHMENTS:

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

CHECK SHEET FOR RECURRING SPECIAL PROVISIONS

BDE SPECIAL PROVISIONS

LOCAL ROADS SPECIAL PROVISIONS

TRENCH BACKFILL TABLES

NO PARKING SIGN

HIGHWAY STANDARDS

STORM WATER POLLUTION PREVENTION PLAN

SOIL BORINGS AND CORES

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION OF
 2024 CIP CONTRACT A – WATER MAIN IMPROVEMENTS**

ATTACHMENT 4

LIST OF DRAWINGS

INDEX OF SHEETS	
SHEET NUMBER	DESCRIPTION
1	COVER
2	LEGEND
3	SUMMARY OF QUANTITIES
4-7	TYPICAL SECTIONS
8-11	AMBLESIDE ROAD
12-15	ASHLAND AVENUE
16-21	BERRY LANE
22-23	CHESTNUT STREET
24	HOWARD AVENUE
25-31	MARSHALL DRIVE
32	DES PLAINES DETAIL SHEET
33	DES PLAINES DETAIL SHEET
34	SOIL EROSION AND SEDIMENT CONTROL DETAILS

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
2024 CIP CONTRACT A – WATER MAIN IMPROVEMENTS**

ATTACHMENT 5

SPECIAL PROJECT REQUIREMENTS

ACCELERATED SHOP DRAWING SUBMITTALS

Due to potential material shortages and delays, the City requires that all shop drawings, catalog cuts and other material certifications that affect critical path items be submitted NO LATER THAN 10 DAYS after the Notice to Proceed is executed.

PRE-CONSTRUCTION MEETING

Prior to commencing any construction operations, there shall be a Pre-Construction Meeting conducted at the Public Works and Engineering Office, Des Plaines Civic Center, 1420 Miner Street, Room 504. The Engineer will set the date and time of the Pre-Construction Meeting after execution of the Contract by both parties. The Contractor's full time Superintendent must attend the Pre-Construction meeting.

The following shall be submitted for review at the Pre-Construction meeting:

Progress Schedule (submit 3 working days prior) for review

Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number

Name and 24-hour emergency telephone number of the person in the direct employ of the Contractor who is responsible for administrating the Traffic Control on the Contract.

List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their subcontract agreements.

List of Material Suppliers and phone numbers

Mix Designs for concrete and hot-mix asphalt items to be incorporated in the Contract

All Subcontractors are required to either attend the Pre-Construction meeting or attend a Field Pre-Construction meeting with the Resident Engineer and the Contractor's Superintendent prior to the beginning of any sub-let work.

CLAIMS

The Contractor agrees to save and hold harmless the Owner and the Engineer from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of the use of the streets or sidewalks, or resulting from the excavations, openings, obstructions, or defects that may be made or left in the streets or sidewalks by the Contractor or their several agents, or any other person engaged in the performance of this Contract.

The Contractor shall save the Owner and the Engineer harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals or processes used by them or about said work.

PROCEDURE FOR RESOLVING PROPERTY DAMAGE CLAIMS

The General Contractor agrees to adhere to the following procedure to resolve all property damage claims that are related to the performance of all Work on this Contract. It is the responsibility of the General Contractor to require that all Subcontractors and Material Suppliers follow this claim procedure. The City reserves the right to withhold one and one half times the estimated cost of the damages from sums due the General Contractor until all claims related to performance of their Work are resolved as herein provided.

Upon receipt of a claim against the General Contractor for property damage allegedly caused or related to the performance of their Work under this Contract, the General Contractor shall, within 5 working days of receipt of such claim:

Acknowledge the claim, in writing, to the property owner.

Furnish the Engineer with written acknowledgement of receipt of the claim, including a copy of the claim and all information related to it.

If the claim is not settled (or the General Contractor does not agree to settle the claim) within 5 days, the General Contractor shall:

Forward the claim to the General Contractor's Insurance Carrier.

Furnish the Engineer with a copy of the Insurance Carrier's written acknowledgement of receipt of the claim

The General Contractor shall either settle or deny the claim within 60 calendar days from initial receipt of the claim, the General Contractor shall:

Notify the Engineer, in writing, of claims that have been settled or denied, including the terms of the settlement or the reason for the denial.

Notify the property owner if there is a decision to deny their claim and shall include in the Notice of Denial the name and address of the person authorized to accept service of process on behalf of the General Contractor.

When a claim is allowed in any amount, within 30 days of the award, pay to the property owner the amount of the award.

If the Contractor does not make payment to the property owner within the 30 day period, the Owner shall be authorized to make the payment in the amount of the award on behalf of the General Contractor and deduct the amount of the payment from the amount due the General Contractor on the next payment due the Contractor under this Contract.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION LEAD SERVICE LINE REPLACEMENT

Contract Goal to Be Achieved by the Contractor. This contract includes a specific DBE utilization goal established by the Lead Service Line Replacement and Notification Act, 415 ILCS 5/17.12. The goal has been included because the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform not less than 20 % of the work with the following representation:

At least 11 % of the total projects shall be awarded to minority-owned businesses, as defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act;

At least 7 % of the total projects shall be awarded to women-owned businesses, as defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act;

At least 2 % of the total projects shall be awarded to businesses owned by persons with a disability.

Application of Contract Goal. This goal shall apply to only the portion of the work related to Lead Service Line Replacements

Award Criteria. Consequently, in addition to the other award criteria established for this contract, the City will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

The bidder documents that enough DBE participation has been obtained to meet the goal or,

The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE Locator References. Bidders shall consult one or more of the following as a reference source for DBE-certified companies:

The IL UCP DBE Directory. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the IDOT’s Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting their website at: <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>

Illinois Department of Central Management Services Business Enterprise Program (BEP). Information concerning DBE companies can be found by visiting the BEP Certification Portal at <https://cms.diversitycompliance.com/> using the “BEP and/or VBP Certification Directory”.

Metropolitan Water Reclamation District of Greater Chicago’s Affirmative Action initiative. The MWRD Affirmative Action Vendor List is located at <https://apps.mwrdd.org/searchvendor/>

Bidding Procedures. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive. In order to assure the timely award of the contract, the low bidder shall submit:

The bidder shall submit a DBE Utilization Plan on completed IDOT forms SBE 2025 and 2026 within five calendar days after the date of the contract award. The bidder may send the Utilization Plan electronically by scanning and sending to the following email address: engineering@desplaines.org, with the Contract Name and DBE Utilization Plan in the subject line. The Utilization Plan shall be sent as one PDF file.

Failure to submit the DPE Utilization Plan within the five day requirement may cause the City to declare the bid non-responsive, and the City may elect to cause forfeiture of the penal sum of the bidder’s proposal guaranty. The City reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.

The Utilization Plan shall include a DBE Participation Commitment Statement, IDOT form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided

upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

The names and addresses of DBE firms that will participate in the contract;

A description, including pay item numbers, of the work each DBE will perform;

The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;

If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,

If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

Good Faith Effort Procedures. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the City will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the City if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the City if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The City will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

The following is a list of types of action that the City will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the City may be relevant in appropriate cases, and will be considered by the City.

Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection E.3.f. of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to a bidder when non-DBE subcontractor was selected over a DBE for work on the contract.

Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example

union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

If the City determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the City will award the contract provided that it is otherwise eligible for award. If the City determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the City will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the City, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.

The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the City of Des Plaines and a copy to its legal representation as noted in Section 7.8 of the Contract. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The City's legal representation will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the City's legal representation, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the City's legal representation that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

Calculating DBE Participation. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The City is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The City and Contractor are

governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

DBE as a material supplier:

60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.

100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

Contract Compliance. Compliance with this Special Provision is an essential part of the contract. The City is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the City's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the

contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

No Amendment. No amendment to the Utilization Plan may be made without prior written approval from the City. All requests for amendment to the Utilization Plan shall be submitted to the City of Des Plaines Public Works and Engineering Department.

Changes to Work. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the City as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a request for approval of the new subcontractor must be submitted in writing, including a detailed breakdown of the items of work to be performed with approximate dollar value of the proposed work. A sworn history statement from the new subcontractor may be requested by the City to ensure capability of work. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

Subcontract. The Contractor must provide DBE subcontracts to the City upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

Alternative Work Methods. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor- initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or

That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

Termination and Replacement Procedures. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the City’s written consent as provided in subsection (a) of this part. Unless City consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non- DBE firm, or with another DBE firm. Written consent will be granted only if the City agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the City any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the City, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor’s notice. The DBE so notified shall advise the City and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City should not approve the Contractor’s action. If required in a particular case as a matter of public necessity, the City may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

The listed DBE subcontractor fails or refuses to execute a written contract;

The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

The listed DBE subcontractor fails or refuses to meet the prime Contractor’s reasonable, nondiscriminatory bond requirements;

The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable

state law.

It has been determined that the listed DBE subcontractor is not a responsible contractor;

The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;

The listed DBE is ineligible to receive DBE credit for the type of work required;

A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;

Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the City requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The City shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

Payment Records. The Contractor shall maintain a record of payments for work performed to the DBE participants, following procedures established in Article 5 and Attachment 2, Section 8 of this contract. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, the Contractor shall provide a DBE Payment Agreement on IDOT form SBE 2115. The DBE Payment Agreement shall be submitted to the City within thirty days of final payment to the DBE. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the City may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection 7 of this part.

Enforcement. The City reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined

and collected.

Reconsideration. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph 3 of “Good Faith Effort Procedures” of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the City. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

Revised: February 2023



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 30, 2024
To: Dorothy Wisniewski, City Manager
From: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering *TO*
Subject: Regional Transportation Authority (RTA) Interagency Signage Agreement

Issue: The Regional Transportation Authority (RTA) has proposed an intergovernmental agreement to install interagency transit signage in the vicinity of the Des Plaines Metra and Pace Pulse Dempster Line Stations.

Analysis: The RTA has developed a coordinated system of interagency signage to assist commuters in transferring from one transit system to another. At the Des Plaines Metra Station, these interconnecting systems are Metra and PACE. The signage provides transit schedules, routes, and other relevant information to guide commuters.

The RTA will be responsible for installation and maintenance of the signage while the City has agreed to support the locations on City property identified in the Intergovernmental Agreement (Exhibit A). The agreement may be amended to reflect new locations or initiatives moving forward.

Recommendation: We recommend approval of the Intergovernmental Agreement with the Regional Transportation Authority (RTA).

Attachments:

Resolution R-46-24
Exhibit A – RTA Intergovernmental Agreement

CITY OF DES PLAINES

RESOLUTION R - 46 - 24

**A RESOLUTION APPROVING AN AGREEMENT WITH
RTA FOR THE INSTALLATION AND MAINTENANCE OF
INTERAGENCY SIGNAGE WITHIN THE CITY.**

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, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the City is an Illinois home-rule municipal corporation pursuant to Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, the Regional Transportation Authority ("**RTA**") is a transit agency in the Chicago Metropolitan Area; and

WHEREAS, the RTA desires to install transit signage for its subdivisions of Metra, CTA, and PACE ("**Interagency Signage**") on rights-of way within the City in order provide information and directional guidance to transit riders; and

WHEREAS, the City and the RTA desire to enter into an agreement setting forth their respective responsibilities and obligations regarding the Interagency Signage ("**Agreement**"); and

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

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 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: EXECUTION OF AGREEMENT. The City Manager and City Clerk are hereby authorized and directed 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 _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY
AND THE CITY OF DES PLAINES, ILLINOIS
REGARDING THE
INSTALLATION AND MAINTENANCE OF INTERAGENCY SIGNAGE**

This Intergovernmental Agreement (“Agreement”) is made this _____ day of _____, 2024 by and between the Regional Transportation Authority (“RTA”), a unit of local government, body politic, political subdivision, and Illinois municipal corporation, and the City of Des Plaines, Illinois (the “City”), an Illinois home rule municipality (each individually referred to as a “Party” and collectively referred to as the “Parties”).

I. PURPOSE OF AGREEMENT

The RTA and the City are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois. The purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies.

The RTA has developed a coordinated system of interagency signage and wayfinding products (“Interagency Signage”) to assist transit customers who need to transfer from one Service Board (CTA, Metra, and Pace) system to another. Exhibit A identifies the interagency sign locations in Des Plaines by property owner and/or operator and provides more detail regarding the entire interagency signage plan for Des Plaines. The City has agreed to support the installation and maintenance of interagency signage at the locations on City property identified in Exhibit A. The RTA and City may amend Exhibit A to reflect new locations or initiatives.

The purpose of this Agreement is to memorialize the Parties’ intent to cooperate concerning the installation and maintenance of Interagency Signage and set forth the understanding agreed to by the Parties regarding their respective roles and responsibilities.

II. RTA OBLIGATIONS

a. Signs and Locations

The RTA will coordinate with the City on the content, size, and location of all signs. The City has the sole authority to approve the location of any RTA sign on City property or right-of-way.

b. Installation and Maintenance

The RTA will be responsible for installing and maintaining the Interagency Signage. The RTA will be responsible for procuring and paying contractor(s) who will design, engineer, fabricate, install, and maintain the Interagency Signage. The RTA will also be responsible for managing and supervising warranty work and evaluations after installations are completed.

c. Removal

If needed and agreed to by the Parties, the RTA will be responsible for removing Interagency Signage and returning the location of the sign to its condition immediately prior to the installation of the sign.

d. Insurance and Documents

Prior to commencing work, the RTA and/or its contractors will provide the City the necessary right-of-entry forms, insurance certificates, and any other documentation in the forms that the City determines to be necessary and appropriate. Additionally, the RTA and/or its contractor(s) shall name the City as an additional insured on all applicable insurance policies.

e. Replacement of Signage

The RTA personnel and/or its contractors will be responsible for replacing outdated Interagency Signage due to schedule changes, additions/deletions of routes, and/or route modifications. The RTA will bear the costs of maintaining all Interagency Signage and associated hardware at the locations identified in Exhibit A.

f. Advance Notice of Installation and Maintenance of Interagency Signage

The RTA will provide advance notice to the City of the dates and times for installing new Interagency Signage and replacing outdated information products. The RTA will also notify and coordinate with the City regarding any maintenance work that may be required of the Interagency Signage and the associated hardware.

g. Maintenance of Signage

The RTA must maintain the signage in good and safe condition. Should signage become a nuisance, safety hazard, or unsightly due to dilapidation, vandalism, or other damage, the RTA will upon learning of the damages repair or replace the signage immediately if the signage poses a danger to the public or within 60 days if there is no safety concern.

III. CITY OF DES PLAINES OBLIGATIONS

a. Project Support

The City will provide project support to the RTA and its contractors as needed to install and maintain the Interagency Signage installations identified in Exhibit A. The City project support shall include coordinating with the RTA on the content, size and location of signs and assisting the RTA and its design, engineering, installation, and maintenance contractor(s) in obtaining permits and gaining access to locations identified in Exhibit A.

b. Signs and Locations

The City agrees to the signs and locations contained in Exhibit A. If the signs or locations change, RTA will seek the City's approval of the new sign and/or location prior to installing the new sign(s).

c. Requests to Relocate or Remove Signage

The City shall provide written notice to the RTA for any request to relocate or remove Interagency Signage, and the RTA shall remove or relocate the signage within 60 days of the date of such notice at the RTA's sole cost.

d. Damaged Signage

In the event that Interagency Signage is damaged as a result of the negligent or willful conduct by the City or its officers or employees, the City shall reimburse the RTA for the costs of repairing or replacing the damaged Interagency Signage.

If the City becomes aware of damaged signage that poses a danger to the public, the City shall notify the RTA as soon as practicable; provided, however, that failure of the City to notify the RTA of a dangerous condition does not and will not affect or negate in any way RTA's obligation to maintain the signage in safe condition or any other obligation of the RTA set forth in this Agreement.

IV. GENERAL TERMS AND CONDITIONS

a. Warranties and Representations

In connection with the execution of this Agreement, the RTA and City each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

b. Nonliability of Public Officials

No official, employee or agent of the RTA or City will be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement because of the RTA's or City's execution or attempted execution or any breach hereof.

c. Entire Agreement

This Agreement, and any exhibits attached and incorporated hereto, will constitute the entire Agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, will be implied or impressed upon this Agreement.

d. Counterparts

This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the Parties hereto and, once executed, will be deemed an original having identical legal effect.

e. Amendments

No change, amendment, modification, or discharge of this Agreement, or any part hereof, will be valid unless in writing and signed by the authorized officer(s) of the City and RTA or their respective successors and assigns.

f. Severability

If any provisions of this Agreement will be held or deemed to be or will in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances will not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

g. Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context will otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

h. Cooperation

The RTA and City agree at all times to use their best efforts to cooperate fully with one another in the implementation of this Agreement.

i. Assignment

Neither the RTA nor City will assign, delegate, or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent will void the attempted assignment, delegation, or transfer and will render it of no effect.

j. Force Majeure

Neither the RTA nor City will be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

k. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Illinois. The Parties agree that any disputes which arise under this Agreement will be heard in a court of competent jurisdiction located in Cook County, Illinois.

l. Electronic Signatures

This Agreement may be executed digitally or electronically. The Parties agree that any electronic/digital signature shall have the same force and effect as a wet or handwritten signature for purposes of validity, enforceability, and admissibility and are acknowledged as secure, genuine electronic signatures attributable to the parties executing below, pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 et seq.) or any successor law.

m. Compliance with Laws

Each Party represents that in the performance of its duties hereunder, it has complied and shall comply with all federal, state, and local laws, ordinances, and regulations. It shall further contractually require any third-party vendor providing services in conjunction with this Agreement to comply with all federal, state, and local laws, ordinances, and regulations.

n. Indemnification

The City herein agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the RTA and its officers, directors, employees, agents, affiliates, and representatives from and against any and all losses, damages, claims, suits, liabilities, judgments, costs, and expenses, including, but not limited to, attorneys' fees, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the City that are related to its activities and obligations under this Agreement. The RTA will provide notice of any claims, suits, losses, and damages and fully cooperate with the defense of any claims or lawsuits. This indemnification does not extend to negligent, willful, and wanton, reckless, or intentional conduct of the RTA, its officers, agents, servants, and employees.

The RTA herein agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City and its officers, directors, employees, agents, affiliates, and representatives from and against any and all losses, damages, claims, suits, liabilities, judgments, costs, and expenses, including, but not limited to, attorneys' fees, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the RTA that are related to its activities and obligations under this Agreement. The City will provide notice of any claims, suits, losses, and damages and fully cooperate with the defense of any claims or lawsuits. This indemnification does not extend to negligent, willful, and wanton, reckless, or intentional conduct of the City, its officers, agents, servants, and employees.

Nothing in this Agreement will or is intended to reduce or otherwise modify any statutory or common law tort immunities available to either Party.

o. Independent Relationship

The City is an independent entity and not an employee, agent, joint venture, or partner of the RTA. Nothing in this Agreement shall be construed as creating any other relationship between the Parties.

p. Authority

The Parties represent that the undersigned have the power and authority to enter into this Agreement and to obligate the Parties to the terms of this Agreement.

q. Audit and Document Retention

Each party, to the extent applicable, shall maintain for a minimum of three years after completion of this Agreement, adequate books, records, and supporting documents related to the Agreement and any associated expenditures; such books, records, and supporting documents shall be available for review and audit by each party, their internal or external auditors, and/or the Auditor General of the State of Illinois; and each party shall cooperate fully with any audit and provide full access to all relevant materials.

r. Third Parties

Nothing in this Agreement is intended to create rights in any parties other than the RTA and City.

V. Term and Termination

a. Term

This Agreement will commence as of the date of final execution by both Parties and will continue for a term of one year ("Term"), which Term will automatically renew for successive one-year periods (each a "Renewal Term") unless terminated as set forth below.

b. Termination

This Agreement may be terminated by either the RTA or City for any reason upon sixty (60) days written notice sent to the other party in accordance with Section VI below. Upon termination, the RTA will remove all signage from City-owned property within 60 days and restore the property to the condition it was in immediately prior to the installation of the signage.

VI. Notices

All notices under this Agreement shall be in writing and personally delivered or sent by first-class, certified, or registered mail or electronic mail to the following persons at the following addresses:

To the City: Timothy Oakley
Director of Public Works and Engineering
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
email: TOakley@DesPlaines.org

with a courtesy copy sent:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Peter M. Friedman, General Counsel

To the RTA: Kevin Staniel
Division Manager, Regional Coordination
Regional Transportation Authority
175 West Jackson Boulevard, Suite 1550
Chicago, IL 60604
email: Kevin.Staniel@RTAChicago.org

with a courtesy copy sent to the RTA General Counsel at the same address listed above

Said notices will be deemed received five days after mailing or upon receipt of electronic mail. Either party may change its address for receipt of notices at any time by providing written notice to the other party in accordance with this Section VI.

IN WITNESS WHEREOF, the Regional Transportation Authority and the City of Des Plaines have caused this Intergovernmental Agreement to be executed by their duly authorized officers.

REGIONAL TRANSPORTATION AUTHORITY

Leanne P. Redden
Executive Director

Date

CITY OF DES PLAINES

Dorothy Wisniewski
City Manager

Date

Exhibit A: Interagency Signage Locations – Des Plaines

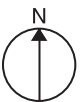
A.1: Sign Locations by Property Owner

Sign Location	Summary
Property owned and/or operated by City of Des Plaines	
DP1-010 Southeast corner of Lee Street and Miner Street	Single-sided directional sign (DSS), 12" X 18" aluminum with vinyl graphics, mounted on existing City of Des Plaines decorative light post
DP1-025 Adjacent to Westbound bus stop on Miner Street, near Pace Pulse shelters	Bus Boarding and Bus Stop signs mounted on existing City of Des Plaines light post: <ul style="list-style-type: none"> • BB: 13" X 13 ½" Bus Boarding sign, aluminum with vinyl graphics • BS: 18" X 24" Bus Stop sign, aluminum with vinyl graphics
DP1-030 Outside wall of Metra depot building, Southwest side of building adjacent to inbound Metra platform	Stainless steel sign structure (SWM) 58" high X 140" wide, mounted on brick wall with four aluminum frames displaying: <ul style="list-style-type: none"> • Train Connections diagram - TC, 32" X 44" • Bus Connections diagram - BC, 32" X 44" • Neighborhood Map - MN, 32" X 44" • Identity Map - ID, 32" X 44"
DP1-040 Northwest corner of Pearson Street and Miner Street	Single-sided directional sign (DSS), 12" X 18" aluminum with vinyl graphics, mounted on existing City of Des Plaines decorative light post
DP1-041 Northwest corner of Pearson Street and Miner Street	Single-sided directional sign (DSS), 12" X 18" aluminum with vinyl graphics, mounted on existing City of Des Plaines decorative light post
DP1-042 Northeast corner of Pearson Street and Miner Street	Single-sided directional sign (DSS), 12" X 18" aluminum with vinyl graphics, mounted on existing City of Des Plaines decorative light post

Property owned and/or operated by Metra	
DP1-001 South side of Metra passenger shelter, on center platform West of Lee Street railroad crossing	Removable vinyl decal attached to back of wind break displaying Identity Map - ID, 12" X 18"
DP1-002 North side of Metra passenger shelter, on center platform West of Lee Street railroad crossing	Removable vinyl decal attached to back of wind break displaying Identity Map - ID, 12" X 18"
DP1-003 Adjacent to inbound Metra platform, West of Lee Street railroad crossing	Single-sided sign panel displaying Identity Map (ID), 18" X 24" aluminum with vinyl graphics, mounted on existing Metra light post
DP1-009 Adjacent to inbound Metra platform, East of Lee Street railroad crossing	Single-sided sign panel displaying Identity Map (ID), 12" X 18" aluminum with vinyl graphics, mounted on existing Metra light post

DP1-011 Adjacent to inbound Metra platform, East of Lee Street railroad crossing	Single-sided directional sign (DSS), 12" X 18" aluminum with vinyl graphics, mounted on existing Metra light post
DP1-012 Adjacent to inbound Metra platform, East of Lee Street railroad crossing	Single-sided directional sign (DSS), 12" X 18" aluminum with vinyl graphics, mounted on existing Metra light post
DP1-018 Adjacent to Eastbound bus stop on Miner Street in turnout West of Metra depot building	Direct bury signpost (replace existing) with Bus Boarding sign, two Bus Stop signs, and Bus Times product: <ul style="list-style-type: none"> • BB: 13" X 13 ½" Bus Boarding sign, aluminum with vinyl graphics • BS: 18" X 24" Bus Stop signs, aluminum with vinyl graphics • BT: 9 ½" X 42 ½" sign cabinet with Bus Times
DP1-020 On sidewalk adjacent to turnout for Eastbound bus stop on Miner Street near Metra depot building	Double-sided directional sign (DSS), 18" X 24" aluminum with vinyl graphics, mounted on new signpost and base with existing No Parking sign
DP1-021 On pavement adjacent to Eastbound bus stop on Miner Street in turnout West of Metra depot building	Stainless steel sign structure (SFM) 82" high X 44" wide, mounted on existing concrete pad: <ul style="list-style-type: none"> • Bus Connections diagrams - BC, 32" X 44"
DP1-032 South side of Metra passenger shelter, on center platform between Lee Street and Pearson Street railroad crossings	Removable vinyl decal attached to back of wind break displaying Identity Map - ID, 12" X 18"
DP1-033 North side of Metra passenger shelter, on center platform between Lee Street and Pearson Street railroad crossings	Removable vinyl decal attached to back of wind break displaying Identity Map - ID, 12" X 18"
DP1-035 Adjacent to inbound Metra platform, West of Pearson Street railroad crossing	Single-sided directional sign (DSS), 12" X 18" aluminum with vinyl graphics, mounted on existing Metra light post
DP1-036 Adjacent to inbound Metra platform, West of Pearson Street railroad crossing	Single-sided directional sign (DSS), 12" X 18" aluminum with vinyl graphics, mounted on existing Metra light post
DP1-037 Adjacent to inbound Metra platform, West of Pearson Street railroad crossing	Single-sided sign panel displaying Identity Map (ID), 12" X 18" aluminum with vinyl graphics, mounted on existing Metra light post
DP1-038 Southwest corner of Pearson Street and Miner Street	Two double-sided directional signs (DSS), 18" X 24" aluminum with vinyl graphics, mounted on new direct-bury signpost
DP1-044 Adjacent to inbound Metra platform, East of Pearson Street railroad crossing	Single-sided sign panel displaying Identity Map (ID), 18" X 24" aluminum with vinyl graphics, mounted on existing Metra light post

A.2: Interagency Signage Plan (See attached)





New vinyl graphics installed on shelter window.

Size: 12" x 18"

Exhibit A

DP1-001-S



**RTA Travel Information: rtachicago.org
Phone: 312-836-7000**

June 2024

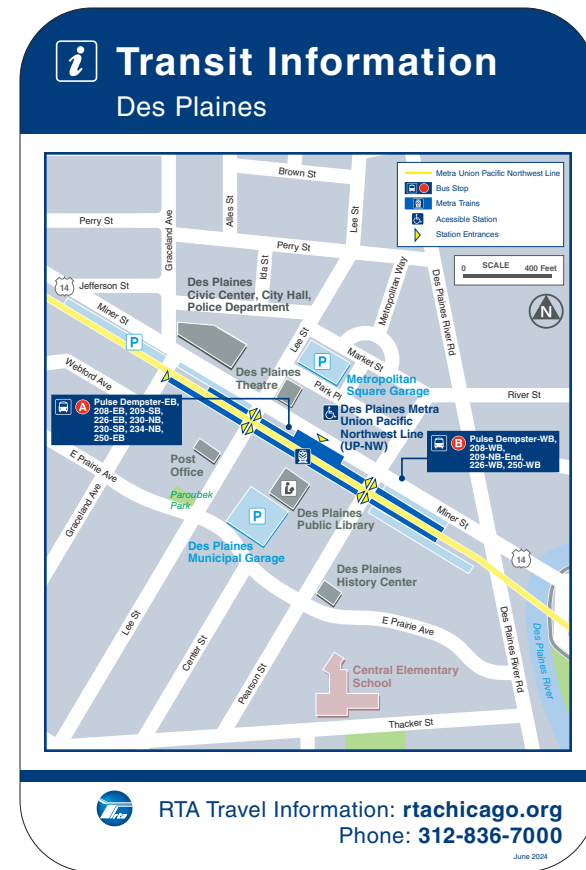


New vinyl graphics installed on shelter window.

Size: 12" x 18"

Exhibit A

DP1-002-N



Graphics and sign sizes shown for reference only.



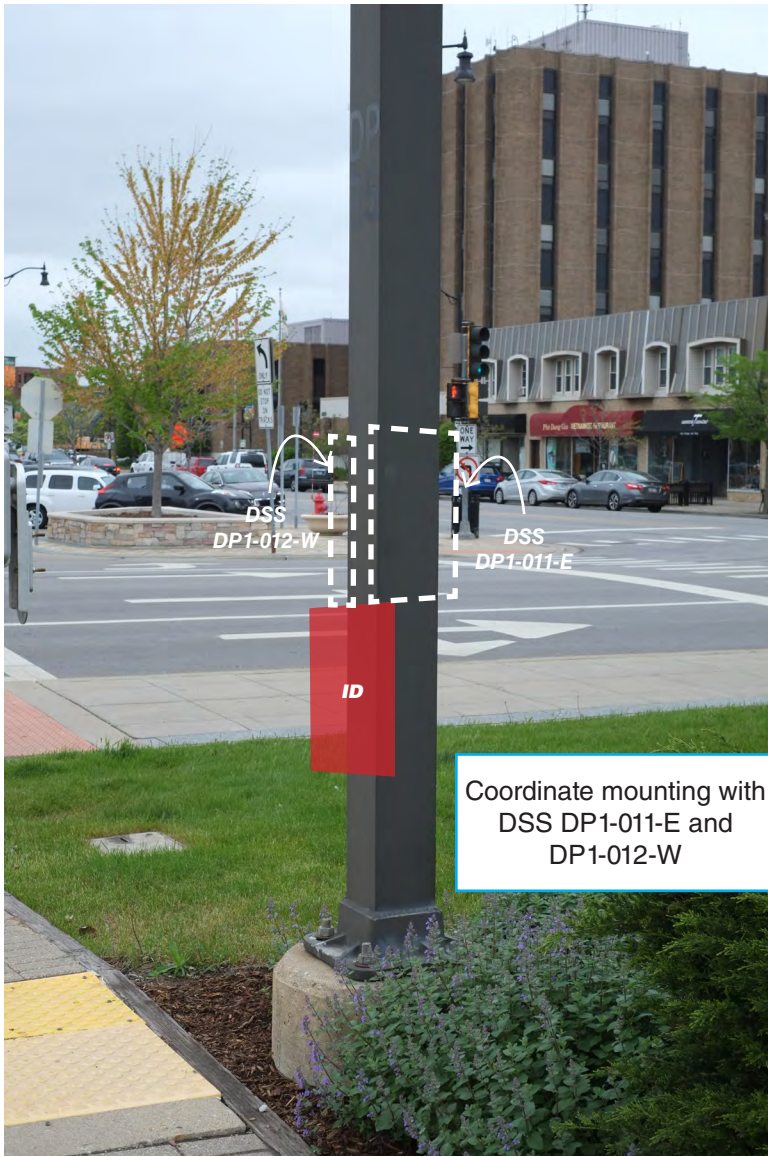
New sign panel mounts to existing light post.

Size: 18" x 24"

Exhibit A

DP1-003-S





New sign panel mounts to existing light post.

Size: 12" x 18"

Exhibit A

DP1-009-S



Graphics and sign sizes shown for reference only.



New sign panel mounts to existing light post.

Size: 12" x 18"

Exhibit A

DP1-010-S



Page 18 of 38

Graphics and sign sizes shown for reference only.



New sign panel mounts to existing light post.

Size: 12" x 18"

Exhibit A

DP1-011-E





New sign panel mounts to existing light post.

Size: 12" x 18"

Exhibit A

DP1-012-W



Interagency Signage Plan - Des Plaines

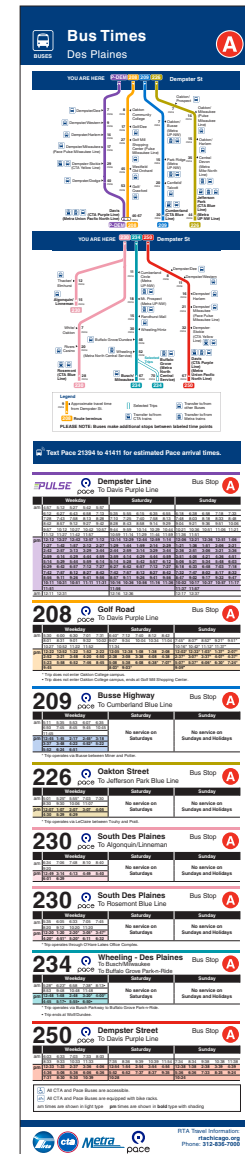
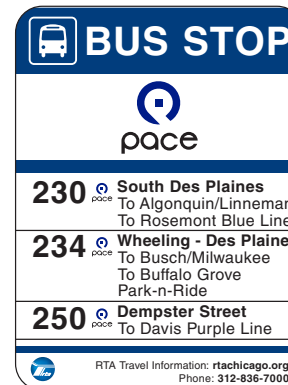
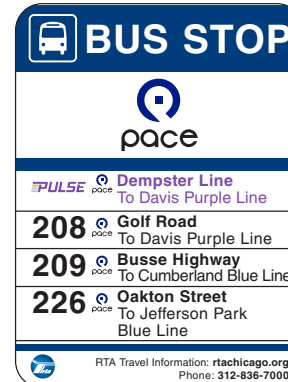
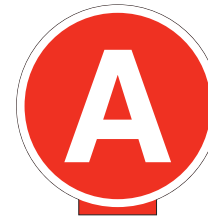


**New sign panels and sign post replace existing sign and sign post.
Remove existing Pace Sign and return to Pace.
Direct bury post.**

Size: 13" x 13.5" (BB), 18" x 24" (BS), 18" x 24" (BS)

Exhibit A

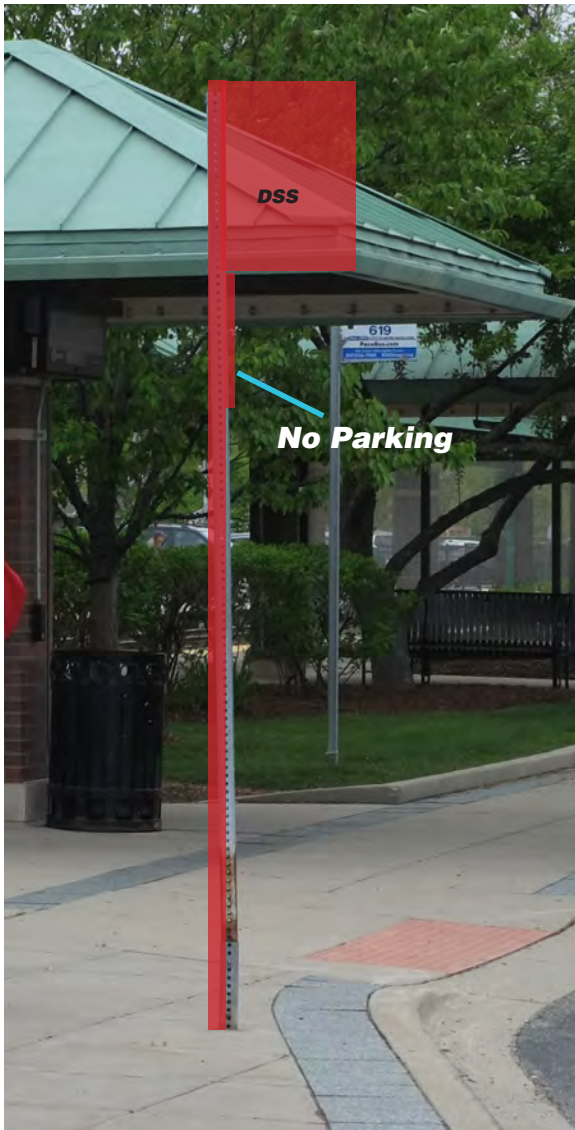
DP1-018-E/W



Routes: Pulse Dempster EB, 208-EB, 209-SB (start), 226-EB, 230-NB, 230-SB, 234-NB (start), 250-EB

Page 21 of 38

Graphics and sign sizes shown for reference only.



New sign panel, post, and base replaces existing sign post. Relocate existing 'No Parking' sign below new sign.

Size: 18" x 24" (sign panel)

Exhibit A

DP1-020-E

DP1-020-W

Page 22 of 38

Graphics and sign sizes shown for reference only.



New support structure, graphic, and frame mounts to pavement. Garbage can to be relocated nearby.

Size: 44" x 82"

Exhibit A

DP1-021-N Alternative 2

Bus Connections

Des Plaines

Bus Times From This Location

Line	Route	Bus Stop	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
PULSE	Dempster Line To Davis Park Line	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
208	Golf Road To Davis Purple Line	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
208	Golf Road To Cumberland Line	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
209	Buses Highway To Cumberland Bus Line	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
226	Oakton Street To Cumberland Bus Line	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
226	Oakton Street To Cumberland Bus Line	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
230	South Des Plaines Loop To Rosemont Bus Line	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
230	South Des Plaines Loop To Argonne/Lincoln	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
234	Wheeling - Des Plaines Loop To Davis Purple Line	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
250	Dempster Street To Davis Purple Line	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
250	Dempster Street To O'Hare Multi-Modal Facility	Bus Stop A	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM
		Bus Stop B	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM	6:00 AM

Bus Network From This Location

Places Served By Bus From This Location

Destination	Bus Route	Bus Stop	Destination	Bus Route	Bus Stop	Destination	Bus Route	Bus Stop
Algonquin/Lincoln	230	Bus Stop A	Dempster/Wheeling	208	Bus Stop A	Elmhurst	208	Bus Stop A
Argonne/Lincoln	230	Bus Stop B	Dempster/Wheeling	208	Bus Stop B	Elmhurst	208	Bus Stop B
Buffalo Grove	208	Bus Stop A	Dempster/Wheeling	208	Bus Stop A	Elmhurst	208	Bus Stop A
Buffalo Grove	208	Bus Stop B	Dempster/Wheeling	208	Bus Stop B	Elmhurst	208	Bus Stop B
Buffalo Grove	208	Bus Stop C	Dempster/Wheeling	208	Bus Stop C	Elmhurst	208	Bus Stop C
Buffalo Grove	208	Bus Stop D	Dempster/Wheeling	208	Bus Stop D	Elmhurst	208	Bus Stop D
Buffalo Grove	208	Bus Stop E	Dempster/Wheeling	208	Bus Stop E	Elmhurst	208	Bus Stop E
Buffalo Grove	208	Bus Stop F	Dempster/Wheeling	208	Bus Stop F	Elmhurst	208	Bus Stop F
Buffalo Grove	208	Bus Stop G	Dempster/Wheeling	208	Bus Stop G	Elmhurst	208	Bus Stop G
Buffalo Grove	208	Bus Stop H	Dempster/Wheeling	208	Bus Stop H	Elmhurst	208	Bus Stop H
Buffalo Grove	208	Bus Stop I	Dempster/Wheeling	208	Bus Stop I	Elmhurst	208	Bus Stop I
Buffalo Grove	208	Bus Stop J	Dempster/Wheeling	208	Bus Stop J	Elmhurst	208	Bus Stop J
Buffalo Grove	208	Bus Stop K	Dempster/Wheeling	208	Bus Stop K	Elmhurst	208	Bus Stop K
Buffalo Grove	208	Bus Stop L	Dempster/Wheeling	208	Bus Stop L	Elmhurst	208	Bus Stop L
Buffalo Grove	208	Bus Stop M	Dempster/Wheeling	208	Bus Stop M	Elmhurst	208	Bus Stop M
Buffalo Grove	208	Bus Stop N	Dempster/Wheeling	208	Bus Stop N	Elmhurst	208	Bus Stop N
Buffalo Grove	208	Bus Stop O	Dempster/Wheeling	208	Bus Stop O	Elmhurst	208	Bus Stop O
Buffalo Grove	208	Bus Stop P	Dempster/Wheeling	208	Bus Stop P	Elmhurst	208	Bus Stop P
Buffalo Grove	208	Bus Stop Q	Dempster/Wheeling	208	Bus Stop Q	Elmhurst	208	Bus Stop Q
Buffalo Grove	208	Bus Stop R	Dempster/Wheeling	208	Bus Stop R	Elmhurst	208	Bus Stop R
Buffalo Grove	208	Bus Stop S	Dempster/Wheeling	208	Bus Stop S	Elmhurst	208	Bus Stop S
Buffalo Grove	208	Bus Stop T	Dempster/Wheeling	208	Bus Stop T	Elmhurst	208	Bus Stop T
Buffalo Grove	208	Bus Stop U	Dempster/Wheeling	208	Bus Stop U	Elmhurst	208	Bus Stop U
Buffalo Grove	208	Bus Stop V	Dempster/Wheeling	208	Bus Stop V	Elmhurst	208	Bus Stop V
Buffalo Grove	208	Bus Stop W	Dempster/Wheeling	208	Bus Stop W	Elmhurst	208	Bus Stop W
Buffalo Grove	208	Bus Stop X	Dempster/Wheeling	208	Bus Stop X	Elmhurst	208	Bus Stop X
Buffalo Grove	208	Bus Stop Y	Dempster/Wheeling	208	Bus Stop Y	Elmhurst	208	Bus Stop Y
Buffalo Grove	208	Bus Stop Z	Dempster/Wheeling	208	Bus Stop Z	Elmhurst	208	Bus Stop Z

RTA Travel Information: rtachicago.org
Phone: 312-836-7000

Interagency Signage Plan - Des Plaines

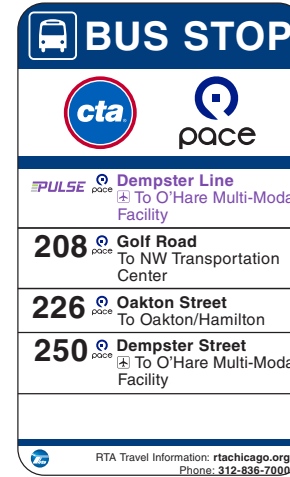


New sign panels and mounting hardware replace existing Pace bus stop sign on light post.

Size: 13" x 13.5" (BB), 18" x 30" (BS)

Exhibit A

DP1-025-E/W



**Routes: Pulse Dempster-WB, 208-WB, 209-NB (end),
226-WB, 250-WB**

Page 26 of 38

Graphics and sign sizes shown for reference only.

Interagency Signage Plan - Des Plaines



New support structure, graphics, and frames mounts to brick wall.

Size: 139.5" x 57.5"

Exhibit A

DP1-030-S

Page 27 of 38

Graphics and sign sizes shown for reference only.

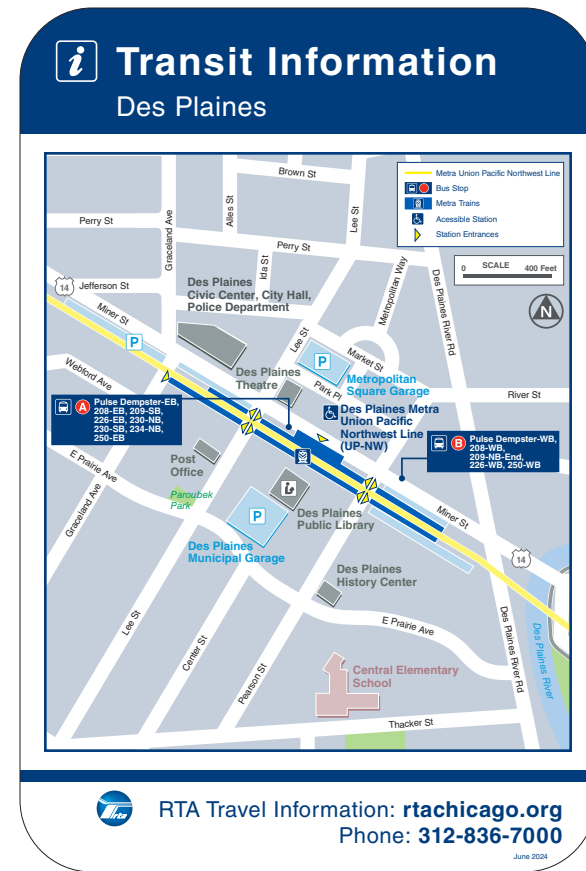


New vinyl graphics installed on shelter window.

Size: 12" x 18"

Exhibit A

DP1-032-S



Graphics and sign sizes shown for reference only.

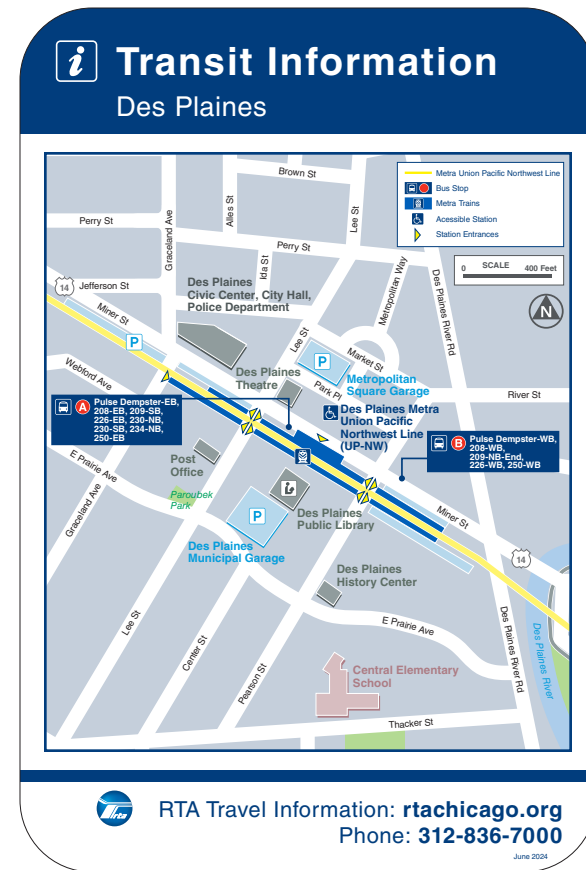


New vinyl graphics installed on shelter window.

Size: 12" x 18"

Exhibit A

DP1-033-N





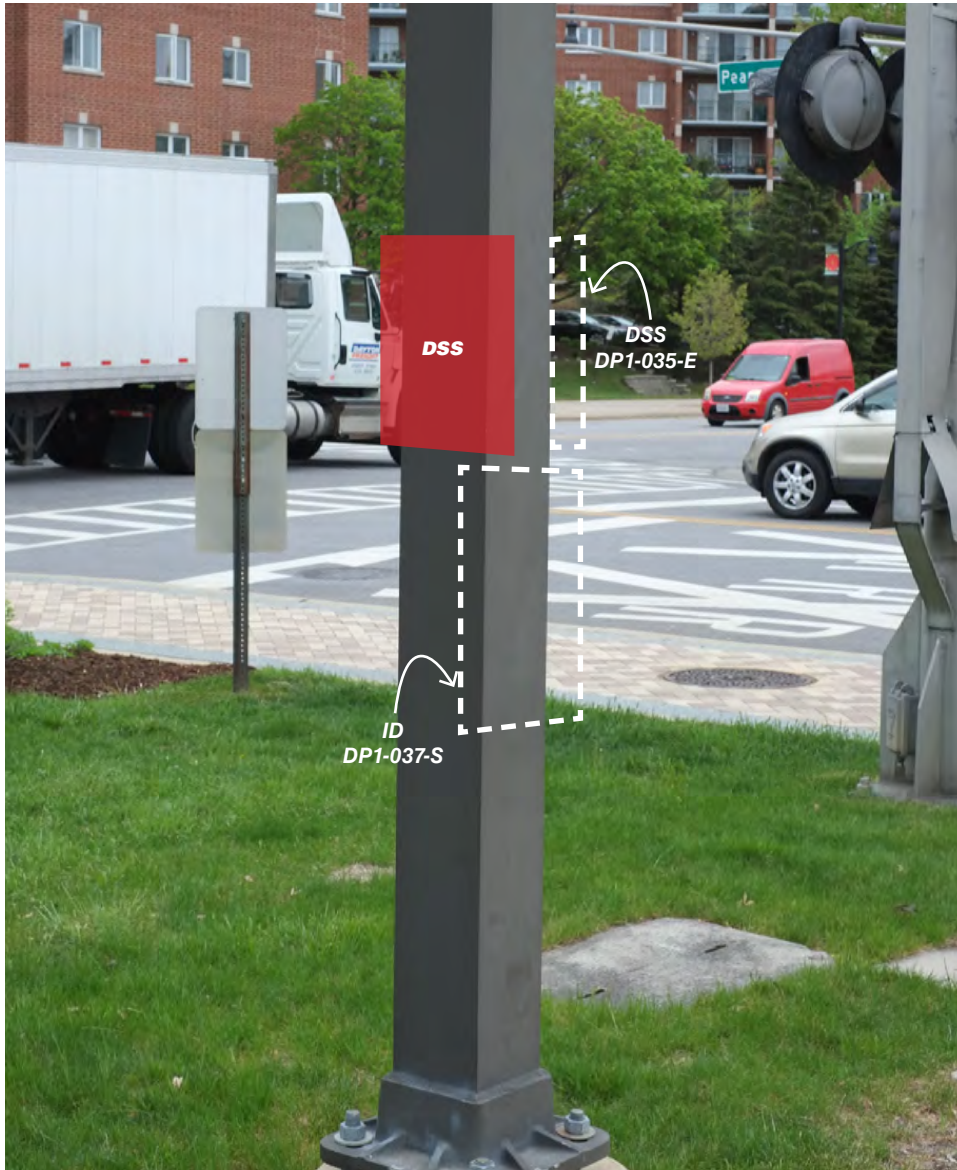
New sign panel mounts to existing light post.

Size: 12" x 18"

Exhibit A

DP1-035-E





New sign panel mounts to existing light post.

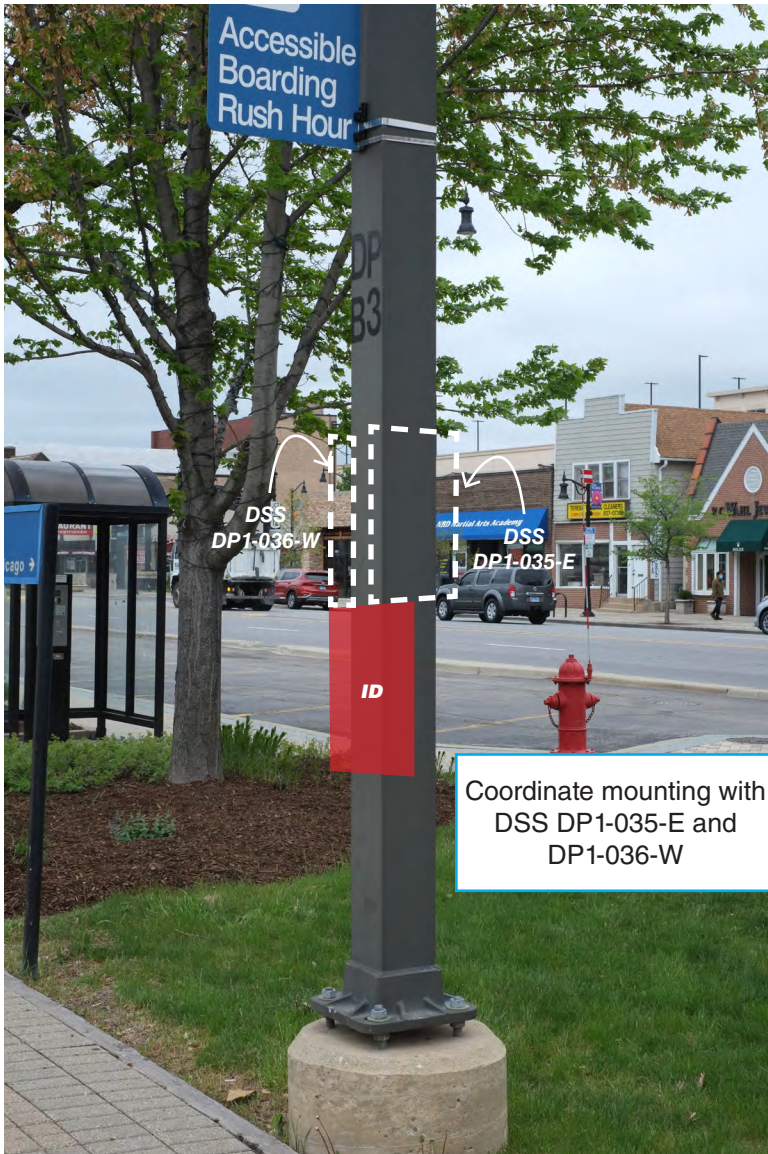
Size: 12" x 18"

Exhibit A

DP1-036-W



Graphics and sign sizes shown for reference only.



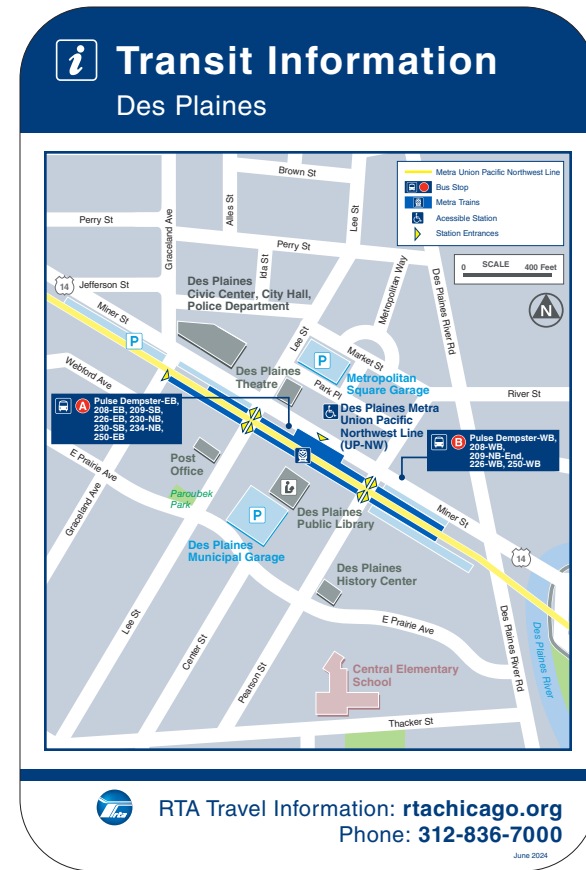
Coordinate mounting with
DSS DP1-035-E and
DP1-036-W

New sign panel mounts to existing light post.

Size: 12" x 18"

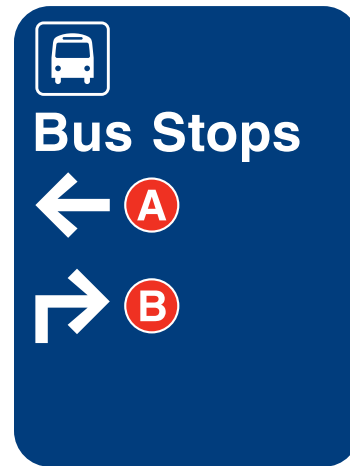
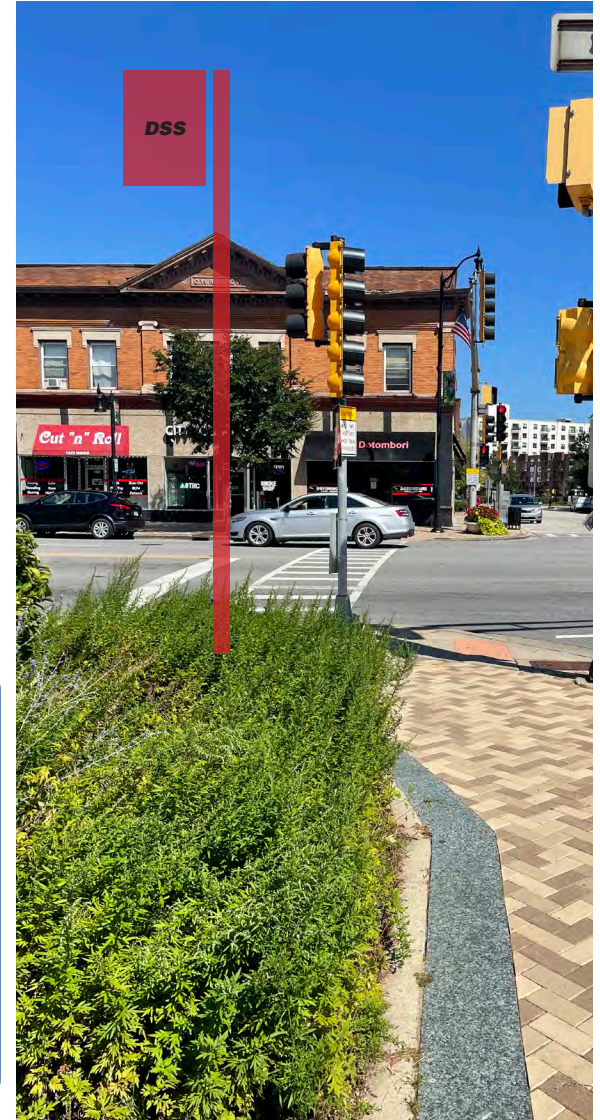
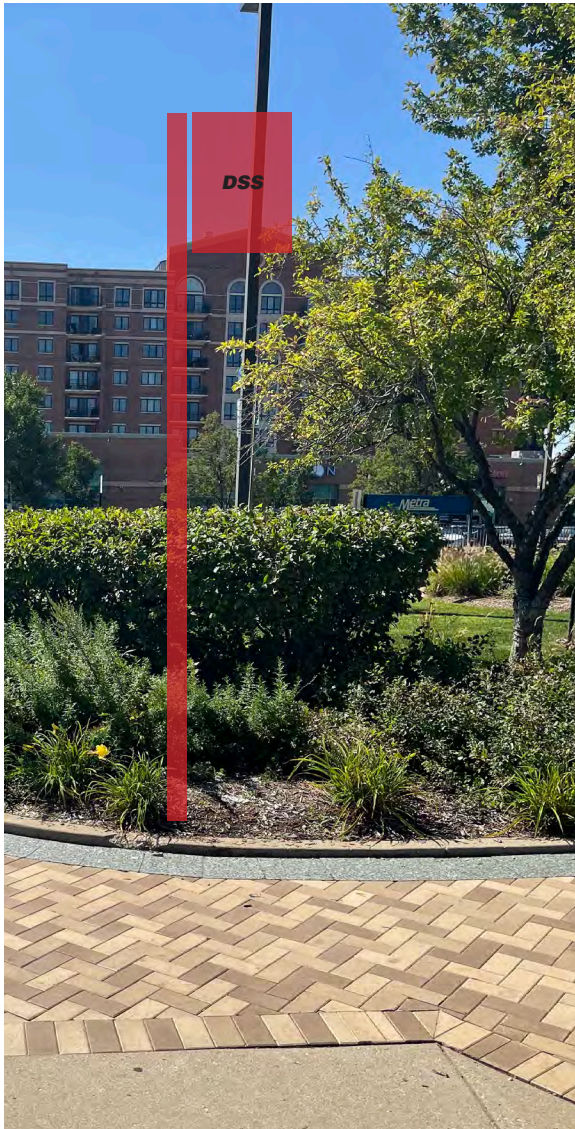
Exhibit A

DP1-037-S



RTA Travel Information: rtachicago.org
Phone: 312-836-7000

Graphics and sign sizes shown for reference only.



New sign panel mounts to new direct-bury post. Coordinate mounting with DP1-038-E/W (on same bands).

Size: 18" x 24" (sign panel)

Exhibit A

DP1-038-N

DP1-038-S

Page 33 of 38

Graphics and sign sizes shown for reference only.



New sign panel mounts to new direct-bury post. Coordinate mounting with DP1-038-N/S (on same bands).

Size: 18" x 24" (sign panel)

Exhibit A

DP1-038-E

DP1-038-W

Page 34 of 38

Graphics and sign sizes shown for reference only.



New sign panel mounts to existing light post.

Size: 12" x 18"

Exhibit A

DP1-040-S



Page 35 of 38

Graphics and sign sizes shown for reference only.

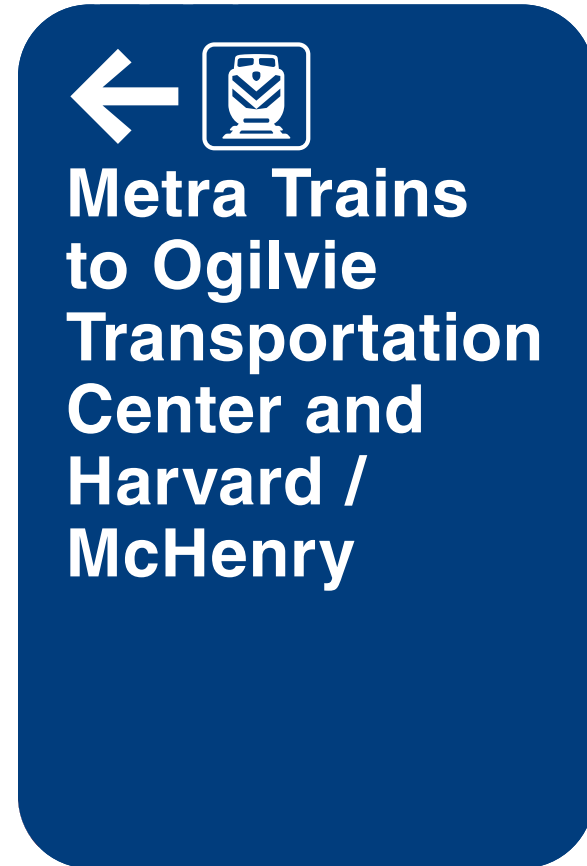


New sign panel mounts to existing light post.

Size: 12" x 18"

Exhibit A

DP1-041-E



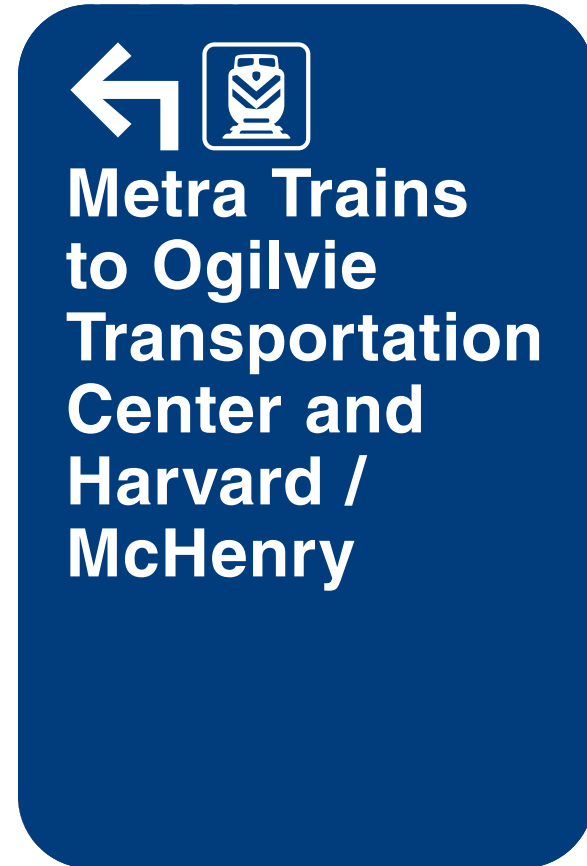


New sign panel mounts to existing light post.

Size: 12" x 18"

Exhibit A

DP1-042-E



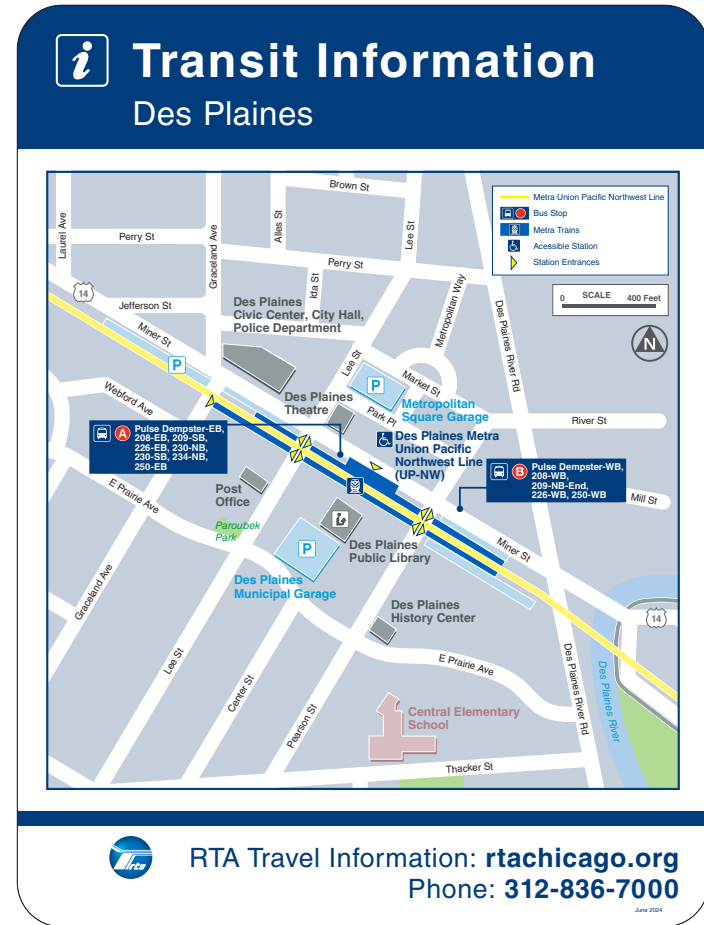


New sign panel mounts to existing light post.

Size: 18" x 24"

Exhibit A

DP1-044-S



Graphics and sign sizes shown for reference only.

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, MAY 6, 2024

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 7:02 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, May 6, 2024.

ROLL CALL

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith, Charewicz. Absent: Brookman. A quorum was present.

Also present were: City Manager Wisniewski, Acting Director of Finance Podbial, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Rogers, Deputy Fire Chief Matzl, 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 Oskerka.

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring May 5-11, 2024 as Public Service Recognition Week.

Mayor Goczkowski presented the proclamation to Director of Human Resources Madison.

PUBLIC COMMENT

Representatives of the Letter Carrier Food Drive stated the annual food drive will be Saturday, May 11, 2024; nonperishable food items can be left at one's own mailbox for collection.

Mayor Goczkowski presented the letter carriers with a food donation, and took a photo with the representatives.

ALDERMAN ANNOUNCEMENTS

Alderman Sayad stated he is hosting a ward meeting on May 23rd at 7:00 p.m. at the Golf Road Baptist Church. He also mentioned an increase in water rates and waste hauling rates; he asked City Manager Wisniewski to speak further regarding these increases.

City Manager Wisniewski stated that due to the aging water infrastructure an increase was approved to components of the water rate over the next five years effective January 1, 2024; and the water rates from the supplier increased by 3.37% will take effect June 1, 2024. She also addressed the waste hauling rates, stating there is an increase of 3%; also noting an error made on the senior rate of the current bill and a credit will be issued on the next bill.

Alderman Sayad also stated there will be a Sustainability Fes on May 8th from 5:00 p.m.- 8:00 p.m. at the Des Plaines Theatre.

Alderman Walsten stated he is cancelling his ward meeting scheduled for May 23rd due to a conflict with the 4th ward meeting scheduled for the same day and time; he will reschedule for some time in June. He also complimented the theater and City Manager Wisniewski.

Alderman Smith stated the Des Plaines Community Foundation awarded five scholarships of \$1,500.00. She also stated she will be hosting a ward meeting on June 11th at 7:00 p.m. at the Frisbie Center.

Alderman Charewicz stated the Mount Prospect Park District will be having a plant sale at the conservatory from May 9th-May 11th, the Maine Township Highway Department will be having a pollinator plant giveaway on May 18th at the Izaak Walton League, and the

Des Plaines Park District will be having a grand opening for Arndt Park Pool on May 25th. He also stated branch collection has started today in the 60016 area code and the collection for the 60018 area code will start on May 20th. He mentioned his next ward meeting is June 4th at 7:00 p.m. at the conservatory. He also addressed that the City will start replacing lead pipes for an estimated total cost of \$120,000,000.00; a committee meeting will be scheduled soon to discuss where the funding will be allocated - City funded or billed to the residents.

Alderman Moylan addressed the engineering committee was looking for feedback from surveys distributed to residents.

Alderman Charewicz stated there are outstanding resident surveys which need to be completed regarding lead water pipes .

**MAYORAL
ANNOUNCEMENTS**

Mayor Goczkowski gave a reminder that on Saturday, May 11th at 9:00 a.m. is the National Association of Letter Carriers Food Drive; food can be left on your porch to be picked up. He also stated on Saturday, May 11th at 4:00 p.m. the youth commission is having their Community Fun Fair at Prairie Lakes., and on May 21st the City will be hosting a Food Truck Roundup at Forest Elementary School.

**MANAGER'S
REPORT**

City Manager Wisniewski acknowledged City staff for Public Service Recognition Week.

CONSENT AGENDA

Without objection, Mayor Goczkowski requested item #9 and #13 to be removed from the consent agenda.

Moved by Oskerka, seconded by Walsten, to Establish the Consent Agenda without items #9 and #13.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Moved by Sayad, seconded by Walsten, to Approve the Consent Agenda without items #9 and #13.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad,
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Appointment was approved; Minutes were approved; Ordinance M-6-24 was adopted; Re-appointment was approved; Resolutions R-32-24 R-92-24, R-93-24, R-94-24, R-95-24, R-96-24, R-99-24 were adopted.

City Clerk Mastalski read item #9 which was removed from the consent agenda.

**APPROVE AGRMT
RNWL/ NWCH
Consent Agenda**

Moved by Sayad, seconded by Walsten, to Approve Resolution R-92-24, A RESOLUTION APPROVING A FIRST RENEWAL OF THE AGREEMENT BETWEEN THE CITY OF DES PLAINES AND NORTHWEST COMMUNITY HEALTHCARE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-92-24**

**APPROVE AGRMT/
SEWER LINING
PROJ/ HOERR**
Consent Agenda

Moved by Sayad, seconded by Walsten, to Approve Resolution R-93-24, A RESOLUTION APPROVING AN AGREEMENT WITH HOERR CONSTRUCTION, INC. FOR THE 2024 DES PLAINES SEWER LINING PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-93-24

**APPROVE AUTH/
GRANT BDGT &
AGRMT/ IDCEO**
Consent Agenda

Moved by Sayad, seconded by Walsten, to Approve Resolution R-94-24, A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT BUDGET AND AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY . Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-94-24

**APPROVE AGRMT/
MGMT SYS/
CLEARCOMPANY**
Consent Agenda

Moved by Sayad, seconded by Walsten, to Approve Resolution R-95-24, A RESOLUTION APPROVING AN AGREEMENT WITH CLEARCOMPANY, INC. FOR AN APPLICANT TRACKING, ONBOARDING, AND EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM. Motion declared carried as approved. unanimously under Consent Agenda.

Resolution
R-95-24

**APPROVE PROC/
ASSESS & TEST
SVCS/ IND ORG SOL**
Consent Agenda

Moved by Sayad, seconded by Walsten, to Approve Resolution R-96-24, A RESOLUTION APPROVING THE PROCUREMENT OF POLICE DEPARTMENT PROMOTIONAL ASSESSMENT AND TESTING SERVICES FROM INDUSTRIAL ORGANIZATION SOLUTIONS, INC. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-96-24

**APPROVE
APPOINTMENT**

Moved by Sayad, seconded by Walsten, to Approve Appointment, APPROVING THE APPOINTMENT TO THE LIBRARY BOARD OF TRUSTEES FROM THE APRIL 15, 2024 CITY COUNCIL AGENDA OF ROBERT FLINN – TERM TO EXPIRE 7/17/26. Motion declared carried as approved. unanimously under Consent Agenda.

**APPROVE
RE-APPOINTMENT**

Moved by Sayad, seconded by Walsten, to Approve Re-Appointment, APPROVING THE RE-APPOINTMENT TO THE BOARD OF FIRE & POLICE COMMISSIONERS FROM THE APRIL 15, 2024 CITY COUNCIL AGENDA OF D. MICHAEL ALBRECHT – TERM TO EXPIRE 4/30/27. Motion declared carried as approved. unanimously under Consent Agenda.

**SECOND READING/
ORDINANCE
M-6-24**
Consent Agenda

Advanced to second reading by Sayad, seconded by Walsten, to Adopt the Ordinance M-6-24, AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/
ORDINANCE
M-8-24**
Consent Agenda

Item #9 was removed from the consent agenda.

Several nonresidents advocated for kratom and expressed their disagreement with the ban of the sale of kratom products.

Advanced to second reading by Charewicz, seconded by Oskerka, to Adopt the Ordinance M-8-24, AN ORDINANCE AMENDING TITLE 5 OF THE CITY CODE TO PROHIBIT THE SALE OF ILLICIT THC PRODUCTS AND KRATOM.

No vote.

Moved by Walsten, seconded by Lysakowski to amend Ordinance M-8-24, eliminating reference to kratom and retaining the language regarding THC products, AN ORDINANCE AMENDING TITLE 5 OF THE CITY CODE TO PROHIBIT THE SALE OF ILLICIT THC PRODUCTS AND KRATOM.

Upon roll call, the vote was:

- AYES: 4 - Lysakowski, Sayad, Walsten, Smith
 - NAYS: 3 - Moylan, Oskerka, Charewicz
 - ABSENT: 1 - Brookman
- Motion declared carried.

Advanced to second reading by Charewicz, seconded by Oskerka, to Adopt the Amended Ordinance M-8-24, including an amendment eliminating reference to kratom and retaining the language regarding THC products, AN ORDINANCE AMENDING TITLE 5 OF THE CITY CODE TO PROHIBIT THE SALE OF ILLICIT THC PRODUCTS AND KRATOM.

Upon roll call, the vote was:

- AYES: 6 - Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith
 - NAYS: 1 - Charewicz
 - ABSENT: 1 - Brookman
- Motion declared carried.

RESC R-12-24 & APPROVE AGRMT/CONSULT SVCS/RYAN. LLC
Consent Agenda

Moved by Sayad, seconded by Walsten, to Approve Resolution R-99-24, A RESOLUTION RESCINDING RESOLUTION NO. R-12-24 AND APPROVING AN UPDATED AGREEMENT WITH RYAN, LLC FOR CONSULTING SERVICES RELATED TO TIF DISTRICTS IN THE CITY. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-99-24

APPROVE AGRMT/SHRED SVCS/STERICYCLE
Consent Agenda

Moved by Sayad, seconded by Walsten, to Approve Resolution R-32-24, A RESOLUTION AUTHORIZING AN AGREEMENT WITH STERICYCLE INC., D/B/A SHRED-IT, FOR ON-SITE SHREDDING SERVICES. Motion declared carried as approved. unanimously under Consent Agenda.

Resolution R-32-24

APPROVE MINUTES
Consent Agenda

Moved by Sayad, seconded by Walsten, to Approve the Minutes of the City Council meeting of April 15, 2024, as published. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE MINUTES
Consent Agenda

Item #13 was removed from the consent agent and postponed to the next city council meeting.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Sayad, Chair

WARRANT REGISTER
Resolution R-97-24

Alderman Sayad presented the Warrant Register.

Moved by Sayad, seconded by Charewicz, to Approve the Warrant Register of May 6, 2024, in the Amount of \$3,412,431.61 and Approve Resolution R-97-24.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

CONSIDER APPROVING IGA WITH THE DPPL BRD FOR PYMT OF PERS PROP REPLC TAXES
Resolution R-98-24

City Manager Wisniewski reviewed a memorandum dated April 25, 2024.

Personal Property Replacement Taxes (PPRT) are revenues collected by the State of Illinois and paid to local governments to replace money that was lost by local governments when their powers to impose personal property taxes on corporations, partnerships, and other business entities were abolished.

According to the Illinois Department of Revenue as well as the State Statutes, municipalities and townships must pay a portion of each PPRT check received to their respective libraries, if a library tax was levied on or before December 31, 1978. The city did levy a library tax in 1978 and therefore has been making a PPRT payment since that time to the Des Plaines Public Library at an amount of \$92,988.

In processing the Q2, 2023 payment to the Des Plaines library, staff noted an increase in the city portion of the PPRT, while the library portion remained consistent with prior quarters. In researching this further, it was noted based on the State Statutes that the amount that should be remitted to the Des Plaines Public Library should be calculated at the 1978 rate of .1677, which was the tax rate at the time for the library levy. The City has recalculated any funds outstanding to the library from the beginning of 2018 based on a 5-year statute of limitations. For the 2023 fiscal year (Q1-Q3), the city payment is \$497,158.75. Q4 2023 was paid out at the correct rate and therefore no adjustment is needed. In terms of fiscal years of 2018 to 2022, the total amount due to the library is \$1,508,886.33.

In collaboration with the Des Plaines Public Library, the payment of the outstanding amount will be completed in 3 phases. The first payments of \$497,158.75 will be made prior to May 31, 2024, upon approval of the intergovernmental agreement. The remaining amount (\$1,508,886.33) will be paid in two equal installments of \$754,443.17, the first by October 15, 2024, and the second by October 15, 2025

Moved by Sayad, seconded by Lysakowski, to Approve Resolution R-98-24, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE DES PLAINES LIBRARY BOARD FOR PAYMENT OF PERSONAL PROPERTY REPLACEMENT TAXES.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Sayad, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

OTHER MAYOR COMMENTS FOR THE GOOD OF THE ORDER

Mayor Goczkowski once again reminded residents of the Sustainability Fest on May 8th from 5:00 p.m. to 8:00 p.m. at the Des Plaines Theatre.

ADJOURNMENT

Moved by Sayad, seconded by Moylan, to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 8:45 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2024

Andrew Goczkowski, MAYOR



FINANCE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: May 8, 2024
To: Dorothy Wisniewski, City Manager
From: Agnes Podbial, Acting Director of Finance *AP*
Subject: Resolution R-108-24, May 20, 2024, Warrant Register

Recommendation: I recommend that the City Council approve the May 20, 2024 Warrant Register Resolution R-108-24.

Warrant Register.....\$3,800,023.75

Estimated General Fund Balance
Balance as of 03/31/2024: \$26,529,613
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-108-24

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 20, 2024

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
1	4630	Resident Ambulance Fees	3457 Aetna	DPIL-2219770:1 Medical Reimbursement DOS 05/10/2022	735.15
2	4630	Resident Ambulance Fees	3457 Aetna	DPIL- 230050721:1 Medical Reimbursement DOS 11/11/2023	472.92
3	4630	Resident Ambulance Fees	7814 Medicare B Illinois	DPIL-2342255:1 Medical Reimbursement DOS 09/21/2023	364.00
4	4630	Resident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2342255:1 Medical Reimbursement DOS 09/21/2023	92.85
5	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL- 230053292:3 Medical Reimbursement DOS 11/27/2023	95.99
6	4631	Nonresident Ambulance Fees	7814 Medicare B Illinois	DPIL- 230053292:3 Medical Reimbursement DOS 11/27/2023	376.28
7	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2327083:1 Medical Reimbursement DOS 06/23/23	1,082.55
8	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2335567:2 Medical Reimbursement DOS 08/13/2023	1,078.35
9	4631	Nonresident Ambulance Fees	8995 Allstate Auto Insurance	DPIL-2347416:1 Medical Reimbursement DOS 10/22/2023	1,535.00
Total 00 - Non Departmental					5,833.09

Elected Office					
Division: 110 - Legislative					
10	6015	Communication Services	1552 Verizon Wireless	9961580690 Communication Services 03/14- 04/13/2024	390.26
Total 110 - Legislative					390.26

Division: 120 - City Clerk					
11	6015	Communication Services	1552 Verizon Wireless	9961580690 Communication Services 03/14- 04/13/2024	42.29
12	6100	Publication of Notices	1050 Journal & Topics Newspapers	192244 Legal Notice - Parking Structure Repairs 04/24/2024	122.27
13	6100	Publication of Notices	1069 Paddock Publications Inc	286186 Legal Notice - Water Main Improvements 04/11/2024	35.10
14	7000	Office Supplies	1644 Warehouse Direct Inc	5707717-0 Copy Paper, Rubberbands, Clips, Utensils	94.62
15	7200	Other Supplies	1644 Warehouse Direct Inc	5707717-0 Copy Paper, Rubberbands, Clips, Utensils	18.37
16	7500	Postage & Parcel	1041 Federal Express	8-472-23196 Shipping Charge to Elrod Friedman 04/08/2024	8.52
Total 120 - City Clerk					321.17

Total 10 - Elected Office					711.43
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City Administration					
Division: 210 - City Manager					
17	6005	Legal Fees	8897 Emry Murdoch LLC	11528 Legal Fees - 281-299 River Road Eminent Domain Matter-March 2024	2,144.00
18	6005	Legal Fees	8133 Elrod Friedman LLP	16973 3-24 Non-Retainer Matters	434.50
19	6005	Legal Fees	8133 Elrod Friedman LLP	16986 3-24 Non-Retainer Matters	960.00
20	6005	Legal Fees	8133 Elrod Friedman LLP	16989 3-24 Non-Retainer Matters	1,056.00
21	6005	Legal Fees	8133 Elrod Friedman LLP	MAR 2024 RET 3-24 Non-Retainer Matters	19,500.00

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
22	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	04-24	Legal Fees - April 2024	900.00
23	6009	Legal Fees - Admin Hearings/Prosecutions	8958 Robbins DiMonte Ltd	263478	Legal Fees - March 2024	5,708.25
24	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	84.58
25	7000	Office Supplies	1644 Warehouse Direct Inc	5704208-0	1 Box of Wallet Folders	19.65
Total 210 - City Manager					30,806.98	

Division: 230 - Information Technology						
26	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	347.76
27	6140	Leases	5109 Konica Minolta Premier Finance	5029476549	Konica Minolta (Year 1 of 3) 5/1 - 5/31/2024, R-176-23	8,109.66
28	7320	Equipment < \$5,000	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	893.71
Total 230 - Information Technology					9,351.13	

Division: 240 - Media Services						
29	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	247.46
30	6195	Miscellaneous Contractual Services	8843 Granicus LLC	182746	Website Domain Name Change 04/17/2024 & Future Dates TBD	1,000.00
31	6195	Miscellaneous Contractual Services	6622 EarthCam Inc	WS0408247721	Subscription-Video of Downtown Proj 5/8/24-5/8/25	6,195.00
32	7000	Office Supplies	1644 Warehouse Direct Inc	5710518-0	1 Box Copy Paper	60.99
Total 240 - Media Services					7,503.45	

Division: 250 - Human Resources						
33	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	89.58
34	7000	Office Supplies	1644 Warehouse Direct Inc	5712932-0	1 Pk Packing Tape	29.83
Total 250 - Human Resources					119.41	

Total 20 - City Administration					47,780.97
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Department: 30 - Finance						
35	6000	Professional Services	5934 Tyler Technologies Inc	045-464428	Bank Changes 3 Hours 04-19-2024	585.00
36	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	101.94
Total 30 - Finance					686.94	

Community Development						
Division: 410 - Building & Code Enforcement						
37	6000	Professional Services	6315 B&F Construction Code Services Inc	64406	Plan Review 04/18/24 Project #1130659	225.00
38	6000	Professional Services	6315 B&F Construction Code Services Inc	64433	Plan Review 04/23/24 Project #1130662	1,655.01
39	6000	Professional Services	8629 Health Inspection Professionals Inc	721 Revised	Health Inspection and Plan Review Services March 2024 R-223-22	10,495.00

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
40	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP72222	April 2024 Elevator Inspection Services	1,008.00
41	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	710.98
42	7000	Office Supplies	1644 Warehouse Direct Inc	5710391-0	White Out, Staplers, Highlighters, Etc.	42.24
43	7200	Other Supplies	1644 Warehouse Direct Inc	5704340-0	3 Packs of Coffee Cups	39.03
Total 410 - Building & Code Enforcement					14,175.26	

Division: 420 - Planning & Zoning						
44	5325	Training	7985 Stytz , Jonathan	Reimb 4/13-4/16	Reimb Meals/Mileage/Hotel-APA Natl Conf 4/13-4/16/24-Sr Planner	1,340.72
45	6005	Legal Fees	8133 Elrod Friedman LLP	16971	3-24 Non-Retainer Matters	776.02
46	6005	Legal Fees	8133 Elrod Friedman LLP	16991	3-24 Non-Retainer Matters	123.21
47	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	78.30
48	6110	Printing Services	1233 Press Tech Inc	52641	1 Box Business Cards 04/16/2024	30.00
49	7000	Office Supplies	1644 Warehouse Direct Inc	5710391-0	White Out, Staplers, Highlighters, Etc.	16.51
50	7200	Other Supplies	1644 Warehouse Direct Inc	5710391-0	White Out, Staplers, Highlighters, Etc.	7.97
Total 420 - Planning & Zoning					2,372.73	

Division: 430 - Economic Development						
51	5320	Conferences	9073 Aguilar, Asucena	Reimb 04/24/2024	Reimb for Train Ticket & Uber to Market Investor Day Event 04/24/2024	25.92
52	5335	Travel Expenses	9073 Aguilar, Asucena	Reimb 04/19/2024	Reimb for Gas Refill after Inventory Tour 04/19/2024	40.01
53	6005	Legal Fees	8133 Elrod Friedman LLP	16982	3-24 Non-Retainer Matters	125.50
54	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	68.87
55	6110	Printing Services	1233 Press Tech Inc	52640	1 Box Business Cards 04/16/2024	30.00
56	7200	Other Supplies	1644 Warehouse Direct Inc	5710391-0	White Out, Staplers, Highlighters, Etc.	20.85
57	7320	Equipment < \$5,000	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	424.97
Total 430 - Economic Development					736.12	

Total 40 - Community Development					17,284.11
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Public Works & Engineering						
Division: 100 - Administration						
58	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	80.10
59	6300	R&M Software	8734 M3V Data Management LLC	6253	SDS Software Upgrade Fee 05/01/2024	673.00
Total 100 - Administration					753.10	

Division: 510 - Engineering						
60	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	167.88
Total 510 - Engineering					167.88	

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 520 - Geographic Information Systems						
61	6195	Miscellaneous Contractual Services	1107 Ayres Associates	214534	R-77-24 Task Order No. 3 - Aerial Photography 03/01-04/13/2024	9,500.00
62	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	7229	R-201-23 Geographic Information System Support 04/01-04/30/2024	19,170.36
Total 520 - Geographic Information Systems					28,670.36	

Division: 530 - Street Maintenance						
63	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G123000006422	Toll Fees - 01/01/2024-03/31/2024	45.58
64	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	283.15
65	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	133427	14.00 Loads Broken Asphalt Dump - 03/01/2024	1,820.00
66	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	133447	5.00 Loads Asphalt Grindings Disposal - 03/04/2024	740.00
67	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	133454	1.00 Load Asphalt Grindings Disposal - 03/05/2024	130.00
68	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	133455	16.00 Loads Asphalt Grindings Disposal - 03/05/2024	1,965.00
69	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	133459	4.00 Asphalt Grindings Disposal - 03/06/2024	520.00
70	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	133463	5.00 Loads Asphalt Grindings Disposal - 03/07/2024	650.00
71	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	133467	4.00 Asphalt Grindings Disposal - 03/08/2024	360.00
72	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	133475	2.00 Asphalt Grindings Disposal - 03/12/2024	260.00
73	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	44914	Stump Removals - 04/22/2024, R-153-23	5,468.25
74	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10523599	Freeman Maple - Tree Planting	325.00
75	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	130870	Irrigation Repairs - Northwest Hwy - 04/15/2024	2,255.26
76	6195	Miscellaneous Contractual Services	1197 Snow Systems	23-065289	Sidewalk Snow Removal - 01/18-01/19/2024, R-152-23	9,190.00
77	6195	Miscellaneous Contractual Services	5399 Bearly Landscape Management	282296	Irrigation Parts - Metro Square - 04/20/2024, R-166-22	1,620.00
78	6195	Miscellaneous Contractual Services	5399 Bearly Landscape Management	282297	Irrigation Parts - Library - 04/20/2024, R-166-22	1,470.00
79	6195	Miscellaneous Contractual Services	5399 Bearly Landscape Management	282574	Mulch Beds & Tree Rings - 04/30/2024, R-5-24	9,600.00
80	6195	Miscellaneous Contractual Services	5399 Bearly Landscape Management	282575	Spring Annuals & Landscape Bed - Downtown - 04/30/2024, R-166-22	3,741.00
81	6195	Miscellaneous Contractual Services	5399 Bearly Landscape Management	282576	Landscape Maintenance - Downtown - 04/30/2024, R-166-22	2,500.33
82	6195	Miscellaneous Contractual Services	5399 Bearly Landscape Management	282577	Irrigation Start Up - Downtown - 04/30/2024, R-166-22	1,979.00
83	6195	Miscellaneous Contractual Services	5399 Bearly Landscape Management	282578	Spring Annuals - Downtown - 04/17/2024, R-166-22	10,017.00
84	6195	Miscellaneous Contractual Services	5399 Bearly Landscape Management	282580	Fertilizer & Weed Control - 04/30/2024, R-165-22	137.00
85	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS596218	Street Sweeping - 04/01-04/04/2024, R-188-21	18,876.07

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
86	7000	Office Supplies	1644 Warehouse Direct Inc	5707507-0	Laminating Pouches & Copy Paper - PW	16.62
87	7020	Supplies - Safety	4177 Uline Inc	177027098	30 Pairs Work Gloves	1,128.89
88	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	1020468	Wood, Clamps, Digging Shovel	72.31
89	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	5645	Utility Knife & Utility Blades - Tree Planting	38.68
90	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	7040015	Drain Gun	49.98
91	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI20622746	2 Shovels	81.98
92	7035	R&M Equipment	1043 WW Grainger Inc	9098542252	Fire Hose & Drum Wrench - Water Truck	288.63
93	7035	Supplies - Equipment R&M	1550 Addison Building Material Co	104494	Bushings, Nipples, Hydrant Adapters	87.57
94	7035	Supplies - Equipment R&M	2823 Abbott Rubber Company Inc	5517195	Red Air Hose - Water Truck	347.70
95	7050	Supplies - Streetscape	1018 Anderson Lock Company LTD	1144810	Padlocks, Lubricant, & Key Rings	249.26
96	7050	Supplies - Streetscape	2438 Flag Lady Corp The	27371	6 Flags	976.44
97	7050	Supplies - Streetscape	8855 Mulch Center, The	414063	37 Cu Yds Mulch - Tree Planting	888.00
98	7055	Supplies - Street R&M	1550 Addison Building Material Co	104212	Mini Anchors, Nuts, Bolts, & Screwdriver	202.27
99	7055	Supplies - Street R&M	1057 Menard Incorporated	33130	2 Cans Spray Paint - Graffiti Removal	9.28
100	7055	Supplies - Street R&M	1057 Menard Incorporated	33401	8 Cans Spray Paint - Graffiti Removal	37.12
101	7200	Other Supplies	4177 Uline Inc	176786945.	Tarp - Salt Shed	468.00
102	7300	Uniforms	2067 Cutler Workwear	PS-INV033560	30 Pairs Jeans & 5 Pairs Boots - Quartermaster Uniforms	134.95
Total 530 - Street Maintenance					79,030.32	

Division: 535 - Facilities & Grounds Maintenance						
103	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G123000006422	Toll Fees - 01/01/2024-03/31/2024	45.57
104	6000	Professional Services	1112 Architectural Consulting Group LTD	C24-191	TO#2 Structural Roof Assess - FS#63, History, Pantry, 04/23/2024	22,700.00
105	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	177.02
106	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	31685	Custodial Services - 7 Buildings - March 2024, R-156-22	8,240.00
107	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	31830	Custodial Services - 7 Buildings - May 2024, R-156-22	8,240.00
108	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1237797	Pest Control - City Hall - 04/23/2024	60.00
109	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1237801	Pest Control - Leela Building - 04/23/2024	50.00
110	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1237804	Pest Control - Food Pantry - 04/23/2024	40.00
111	6195	Miscellaneous Contractual Services	8826 Chem-Wise Pest Management	1237807	Pest Control - Police Station - 04/23/2024	60.00
112	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4189817813	Mat Service - Metra Train Station 04/17/2024	39.51

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
113	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4189817834	Mat Service - Police Station - 04/17/2024	143.21
114	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4190533515	Mat Service - Metra Train Station - 04/24/2024	39.51
115	6195	Miscellaneous Contractual Services	8364 Super Electric Construction Company	44208	TO#3 EV Dual Charger Install - Civic Deck - 04/30/2024	12,560.00
116	6315	R&M Buildings & Structures	1135 Colley Elevator Co	257285	Elevator Inspection - Theater - 04/01/2024	185.00
117	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-86892-L9M1	Elevator Inspections - CH, PD, Metro, Library - 05/01/2024	499.00
118	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-86892-L9M1	Elevator Inspections - CH, PD, Metro, Library - 05/01/2024	180.00
119	7000	Office Supplies	1644 Warehouse Direct Inc	5707507-0	Laminating Pouches & Copy Paper - PW	16.62
120	7020	Supplies - Safety	1047 Home Depot Credit Svcs	1073285	10 Pair of Gloves	10.88
121	7025	Supplies - Custodial	1028 Case Lots Inc	24249	Paper Towels & Toilet Tissues - City Hall	1,852.20
122	7025	Supplies - Custodial	1029 Cintas Corporation	4189817839	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	221.10
123	7025	Supplies - Custodial	1029 Cintas Corporation	4190533566	Cleaners, Paper Towels, Soap, Mat, Scrubs, Etc. - PW	174.96
124	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	0573-1	Paint - Metra Train Station	19.15
125	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	0577-2	Primer - Metra Train Station	15.78
126	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	0671-3	Paint - Metra Train Station	68.50
127	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1145487	2 Keys Cut - City Hall	16.82
128	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2020128	Sealants - Metra Train Station	95.54
129	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3022998	Plywood	127.12
130	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	3033714	Bushings, Couplings, Nipples, Socket, Etc. - PW	45.41
131	7045	Supplies - Building R&M	1057 Menard Incorporated	33129	Spackling, Primer, Putty Knife - Fire Station #61	24.05
132	7045	Supplies - Building R&M	1057 Menard Incorporated	33137	Flex Seal & Seam Sealer - Metra Train Station	49.66
133	7045	Supplies - Building R&M	1057 Menard Incorporated	33195	Lights, Tapcon, Outlet, Etc. - PW	81.62
134	7045	Supplies - Building R&M	1057 Menard Incorporated	33349	3 Door Levers - City Hall	295.97
135	7045	Supplies - Building R&M	1057 Menard Incorporated	33360	Mending Plates, Hasps, Combo Lock, Etc.	130.43
136	7045	Supplies - Building R&M	1057 Menard Incorporated	33361	5 Sheets Plywood	132.40
137	7045	Supplies - Building R&M	1057 Menard Incorporated	33396	Returned Mending Plates, Hasps, Etc.	(36.58)
138	7045	Supplies - Building R&M	1057 Menard Incorporated	33397	Fluorescent Light Bulbs - Fire Station #63	79.99
139	7045	Supplies - Building R&M	1057 Menard Incorporated	33405	Expanding Spray Foam & Flashlight - Police Station	23.96
140	7045	Supplies - Building R&M	1057 Menard Incorporated	33454	Caulk, Adhesive, Spreader, Etc. - Fire Station #61	167.74

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
141	7045	Supplies - Building R&M	1057 Menard Incorporated	33464	Tapcons & Drill Bit Set - City Hall	15.45
142	7045	Supplies - Building R&M	1057 Menard Incorporated	33523	Drain Covers & Cover Kit - Fire Station #61	17.57
143	7045	Supplies - Building R&M	1057 Menard Incorporated	33524	5 Wall Pack Lights - PW	112.30
144	7045	Supplies - Building R&M	1057 Menard Incorporated	33775	Door Sweep & Screws - PW	25.97
145	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3611074	Bulbs - Fire Station #61	69.96
146	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4601261	Plumbing Supplies - PW	21.35
147	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	4905-6	Paint - Fire Station #61	147.25
148	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	5668	Anchors - City Hall	17.09
149	7045	Supplies - Building R&M	1043 WW Grainger Inc	9101406966	8 Bulbs - Fire Station #62	105.96
150	7045	Supplies - Building R&M	1043 WW Grainger Inc	9103563988	Bulbs - Fire Station #61	91.83
151	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/069805	Light Fixture - PW Mechanics	158.33
152	7140	Electricity	1033 ComEd	0169072100-02/24	Electricity Service 01/05-02/05/2024	125.39
153	7140	Electricity	1033 ComEd	0801154263-02/24	Electricity Service 01/05-02/05/2024	25.39
154	7140	Electricity	1033 ComEd	2685017085-02/24	Electricity Service 01/05-02/05/2024	267.25
155	7140	Electricity	1033 ComEd	3983754111-04/24	Electricity Service 03/19-04/17/2024	6,488.16
156	7140	Electricity	1033 ComEd	4974385007-02/24	Electricity Service 01/05-02/05/2024	27.47
157	7140	Electricity	1033 ComEd	4974507003-02/24	Electricity Service 01/05-02/05/2024	609.41
158	7140	Electricity	1033 ComEd	5310485089-02/24	Electricity Service 01/05-02/05/2024	50.92
159	7140	Electricity	1033 ComEd	5310487056-02/24	Electricity Service 01/05-02/05/2024	948.41
160	7140	Electricity	1033 ComEd	5310488160-02/24	Electricity Service 01/05-02/05/2024	25.39
161	7140	Electricity	1033 ComEd	5310489194-02/24	Electricity Service 01/05-02/05/2024	25.39
162	7140	Electricity	1033 ComEd	5310490044-02/24	Electricity Service 01/05-02/05/2024	38.49
163	7140	Electricity	1033 ComEd	5310491292-02/24	Electricity Service 01/05-02/05/2024	25.39
164	7140	Electricity	1033 ComEd	5310492075-02/24	Electricity Service 01/05-02/05/2024	25.39
165	7140	Electricity	1033 ComEd	5310494104-02/24	Electricity Service 01/05-02/05/2024	25.39
166	7140	Electricity	1033 ComEd	5310495085-02/24	Electricity Service 01/05-02/05/2024	97.36
167	7140	Electricity	1033 ComEd	5310649010-02/24	Electricity Service 01/05-02/05/2024	803.64
168	7140	Electricity	1033 ComEd	5310659043-02/24	Electricity Service 01/05-02/05/2024	117.67

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
169	7140	Electricity	1033 ComEd	5310661025-02/24	Electricity Service 01/05-02/05/2024	93.42
170	7140	Electricity	1033 ComEd	5310666020-02/24	Electricity Service 01/05-02/05/2024	1,174.98
171	7140	Electricity	1033 ComEd	7212912000-04/24	Electricity Service 03/11-04/09/2024	184.54
172	7145	Water/Sewer	1031 Des Plaines, City of	71110082-303/24	Utility Service - 1460 Miner - 02/29-03/31/2024	164.32
173	7200	Other Supplies	1057 Menard Incorporated	33132	8 Cases Bottled Water - City Hall	22.40
174	7200	Other Supplies	1057 Menard Incorporated	33461	15 Cases Bottled Water - City Hall	52.20
175	7200	Other Supplies	1076 Sam's Club Direct	7365	Coffee Pods - City Hall	311.84
176	7300	Uniforms	2067 Cutler Workwear	PS-INV033559	12 Pairs Jeans - Quartermasters	134.95
177	7320	Equipment < \$5,000	1057 Menard Incorporated	33139	Nipples, Duplex Cover, Etc.	22.27
178	7320	Equipment < \$5,000	1057 Menard Incorporated	64179	10 Folding Chairs - PW	299.90
179	8010	Furniture & Fixtures	1057 Menard Incorporated	33233	8 Folding Tables & 13 Folding Chairs - PW	1,029.79
180	8015	Equipment	1208 Steiner Electric Company	S007530451.002	2 Chargepoint Dual EV Chargers - Civic Deck	17,348.00
Total 535 - Facilities & Grounds Maintenance					88,220.32	

Division: 540 - Vehicle Maintenance						
181	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	133.75
182	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	133431	3.0 Loads Broken Asphalt Dump - 03/01/2024	310.00
183	6135	Rentals	1029 Cintas Corporation	4189900748	Mechanic's Uniform Rental - 04/17/2024	198.45
184	6135	Rentals	1029 Cintas Corporation	4190541970	Mechanic's Uniform Rental - 04/24/2024	198.45
185	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	42430744	Cylinder Rental - 03/20-04/20/2024	1,214.37
186	6310	R&M Vehicles	8938 James Drive Safety Lane LLC	1450 Revised	Safety Lane Inspections - PW - March 2024	410.00
187	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	24223	Front End Alignment - Police 6071 - 04/25/2024	65.00
188	6310	R&M Vehicles	1745 Suburban Accents Inc	34904	Graphics & Lettering Repair - Police 6099 04/19/2024	75.00
189	6310	R&M Vehicles	1643 Golf Mill Ford	908132	Engine Repair - Police 6094 - 04/24/2024	304.88
190	7000	Office Supplies	1644 Warehouse Direct Inc	5707507-0	Laminating Pouches & Copy Paper - PW	16.62
191	7000	Office Supplies	1043 WW Grainger Inc	9092682179	Key Cabinet & Key Tags - PW	90.57
192	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	892251	Panel Filter - PW 5097	58.84
193	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	893050	4 Filters - PW 5106	64.04
194	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P12267	Filters - PW 5097	160.84
195	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P12322	Air Filter - PW 5097	168.72
196	7040	Supplies - Vehicle R&M	1045 Havey Communications	13230	Emergency Lighting - Police Stock	297.00

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
197	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-191178	A/C Compressor - Police 6046	366.10
198	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280159685	Ambulance Tire - Fire 7707	366.54
199	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280159686	2 Fire Engine Tires - Fire 7601	1,672.62
200	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	398025	Tail Gate Pins - PW 5102	149.97
201	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1372930	Control Arms, Belt, & Tensioner - Police 6045	421.56
202	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	5660	4 Batteries - Fire Stock	25.16
203	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571304P	Seal - Police 6071	12.73
204	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571539P	Fuel Tank Straps - PW 5044	298.55
205	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571764P	Pump Assembly & Seals	253.82
206	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571869P	Control Valve & Coolant Hoses - Police 6078	290.48
207	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571877P	Bracket, Insulator, Housing, Hoses - Police 6071	613.99
208	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571880P	Tensioner - Police 6916	34.26
209	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	571889P	Throttle Body & Gasket - Police 6078	354.78
210	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	891860	A/C Compressor Kit - Police 6073	393.75
211	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892009	Brake Calipers & Cores - Police 6089	306.12
212	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892131	Brake Kits, Rotors, Pads - Police 6089	797.76
213	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892140	Radiator Caps - Fire Stock	16.26
214	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892391	Core Deposit Credit - PW 2008	(18.00)
215	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892405	Drain Plugs - Police Stock	18.80
216	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892476	Belt & Filter - PW 5100	53.69
217	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892509	Engine Bolts & Wheel Nuts - Police 6916	225.68
218	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892522	5 Air Filters - Police Stock	50.00
219	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892523	Air Filters - Police Stock	17.13
220	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892585	Brake Calipers, Rotors, & Pads - Police 6071	528.44
221	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892638	Brake Caliper & Core - PW 6071	153.06
222	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892670	Core Deposit Returned - Police 6071	(66.67)
223	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	892873	Core Deposit Returned - Police 6071	(198.67)
224	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P28044	Seat Cushions - Fire 7608	580.72

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
225	7320	Equipment < \$5,000	8454 NAPA Auto Parts	891968	Air Hose Coupler Adapters - PW Shop	14.84
Total 540 - Vehicle Maintenance					11,500.00	

Total 50 - Public Works & Engineering					208,341.98
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Police Department						
Division: 100 - Administration						
226	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	184.16
Total 100 - Administration					184.16	

Division: 610 - Uniformed Patrol						
227	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	2,060.60
228	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	42.29
Total 610 - Uniformed Patrol					2,102.89	

Division: 620 - Criminal Investigation						
229	5325	Training	7280 Kolk, Ryan	Reimb 4/16-4/19	Reimb Travel IDEOA Conference 4/16-4/19/2024-Patrol Officer	275.00
230	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	1,061.12
231	7320	Equipment < \$5,000	1026 CDW LLC	QR03194	1 Headset for Video Review	342.90
Total 620 - Criminal Investigation					1,679.02	

Division: 630 - Support Services						
232	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	490.19
233	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	112972	Battery Booster Rental 2nd Quarter 2024	93.00
234	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-24020-4	2024 Service Agreement for Range Cleaning and Maint 4/24/2024	741.10
235	7000	Office Supplies	1644 Warehouse Direct Inc	5706470-0	6 Packs of Paper	299.94
Total 630 - Support Services					1,624.23	

Total 60 - Police Department					5,590.30
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Fire Department						
Division: 100 - Administration						
236	5310	Membership Dues	8628 IL Fire Service Administrative Professionals IFSAP	04/26/2024	Membership Dues 05/15/24 - 05/14/25 - Executive Assistant	55.00
237	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	345.76
238	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	36.01
Total 100 - Administration					436.77	

Division: 710 - Emergency Services						
239	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	42.29
240	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	1,037.72

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
241	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	828.29
242	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-24-05	R-141-13 Monthly Dispatch Service - May 2024	68,947.00
243	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	STARCOM5-24	R-141-13 Monthly Dispatch Service Starcom - May 2024	437.00
244	6300	R&M Software	8623 Northwest Central 9-1-1 System	1601	Proportionate Share of Image Trend Annual Maint. 4/1/24-3/31/25	5,621.12
245	6300	R&M Software	8391 Kno2 LLC	INV29485	Annual Instance Fee for ImageTrend 04/01/2024 - 03/31/2025	1,300.00
246	6305	R&M Equipment	2266 Underwriters Laboratories LLC	72020570638	Ground Ladder Inspection Service - Engine 65 - 04/22/2024	1,570.36
247	6305	R&M Equipment	2054 Breathing Air Systems	INV-IL65-400	Semi Annual Maintenance & Repair - Station 63 - 04/17/2024	894.07
248	7025	Supplies - Custodial	1043 WW Grainger Inc	9085673235	3 Canisters Laundry Detergent	302.91
249	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	5659	Fender Wash, Self-Drill	22.03
250	7045	Supplies - Building R&M	1702 Diamond Paint & Home Center LLC	220000018442	Paint, 2 Rollers, Masking Tape, Brush, Tray - Station 61	210.45
251	7200	Other Supplies	1047 Home Depot Credit Svcs	3032568	20 Hangers, 20 Sheets OSB, Subfloor, Decking	520.83
252	7200	Other Supplies	1047 Home Depot Credit Svcs	3973573	2 Wall Cabinets, 1 Filler, 10 Pk Knobs, 1 CSW	823.98
253	7200	Other Supplies	1047 Home Depot Credit Svcs	6073797	Reach Flex Straw, Orange Marker, 2 Pieces Lumber	61.22
254	7200	Other Supplies	1043 WW Grainger Inc	9085673227	1 Pack of Mugs	70.65
255	7300	Uniforms	3212 On Time Embroidery Inc	120058	1 Pair of Shoes- Paramedic	72.00
256	7300	Uniforms	3212 On Time Embroidery Inc	122495	1 Pair of Shoes, 2 Shorts - Lieutenant	293.00
257	7300	Uniforms	3212 On Time Embroidery Inc	122506	1 Pair of Shoes- Paramedic	149.00
258	7300	Uniforms	3212 On Time Embroidery Inc	122780	1 Safety Shoe- Paramedic	154.00
259	7300	Uniforms	3212 On Time Embroidery Inc	122781	1 Safety Toe Shoes - Paramedic	159.00
260	7300	Uniforms	3212 On Time Embroidery Inc	122960	6 T- Shirts - Paramedic	100.00
261	7300	Uniforms	3212 On Time Embroidery Inc	123293	1 Pair of Shoes - Paramedic	149.00
262	7320	Equipment < \$5,000	8616 Conway Shield Inc	0520790	2 Shields- Fire Chief, Deputy Chief	392.10
263	7320	Equipment < \$5,000	1148 WS Darley & Co	17519139	Fire Hose/Nozzles - Annual Replacement	24,223.00
264	7320	Equipment < \$5,000	1080 Air One Equipment Inc	206026	Strut Release Tool	322.00
265	7320	Equipment < \$5,000	1080 Air One Equipment Inc	206134	5 Helmets	1,885.00
266	7320	Equipment < \$5,000	2843 Vision Marketing Passport System Ltd	2064	174 Nametags, 6 Custom Tags	336.45
267	7320	Equipment < \$5,000	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	447.47
268	7320	Equipment < \$5,000	8256 Penn Care Inc	M109939	7 Video Laryngoscopes, 7 Battery Packs & Cases	12,893.93
269	7320	Equipment < \$5,000	8256 Penn Care Inc	M109939.01	7 Battery Packs & Cases	300.93
Total 710 - Emergency Services					124,566.80	

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 720 - Fire Prevention					
270	6015	Communication Services	1552 Verizon Wireless	9961580690 Communication Services 03/14-04/13/2024	246.58
Total 720 - Fire Prevention					246.58

Division: 730 - Emergency Management Agency					
271	6015	Communication Services	1552 Verizon Wireless	9961580690 Communication Services 03/14-04/13/2024	93.18
272	7300	Uniforms	3212 On Time Embroidery Inc	122494 1 Polo Shirt - EMA	28.00
273	7300	Uniforms	3212 On Time Embroidery Inc	123458 2 Caps, 3 Shirts - EMA	172.00
274	7300	Uniforms	3212 On Time Embroidery Inc	123459 3 Shirts- EMA	60.00
275	7300	Uniforms	3212 On Time Embroidery Inc	123460 1 Cap, 3 Shirts, Belt, Pants- EMA	243.00
Total 730 - Emergency Management Agency					596.18

Total 70 - Fire Department					125,846.33
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Department: 90 - Overhead					
276	6030	AMB Fee Processing Services	9063 EMS Management & Consultants Inc	EMS-003733 Ambulance Collections for March 2024	8,538.14
277	6545	Subsidy - Social Service Agency	7020 Older Adult Services	SSF 2024 2024 Social Service Funding R-89-24	6,000.00
278	6545	Subsidy - Social Service Agency	7025 Josselyn Center NFP, The	SSF 2024 2024 Social Service Funding R-89-24	8,086.83
279	6545	Subsidy - Social Service Agency	7023 Trinity Lutheran Church	SSF 2024 2024 Social Service Funding R-89-24	2,500.00
280	6545	Subsidy - Social Service Agency	8839 Viator House of Hospitality	SSF 2024 2024 Social Service Funding R-89-24	5,776.30
281	6545	Subsidy - Social Service Agency	1156 Wings Program Inc	SSF 2024 2024 Social Service Funding R-89-24	11,668.77
282	6545	Subsidy - Social Service Agency	2297 Salvation Army, The	SSF 2024 2024 Social Service Funding R-89-24	7,731.36
283	6545	Subsidy - Social Service Agency	7021 Alliance for Immigrant Neighbors	SSF 2024 2024 Social Service Funding R-89-24	5,865.17
284	6545	Subsidy - Social Service Agency	2975 Avenues to Independence	SSF 2024 2024 Social Service Funding R-89-24	5,000.00
285	6545	Subsidy - Social Service Agency	1097 Bessie's Table	SSF 2024 2024 Social Service Funding R-89-24	7,287.03
286	6545	Subsidy - Social Service Agency	1169 Center of Concern	SSF 2024 2024 Social Service Funding R-89-24	8,886.62
287	6545	Subsidy - Social Service Agency	1122 Children's Advocacy Center of NW Cook County	SSF 2024 2024 Social Service Funding R-89-24	10,000.00
288	6545	Subsidy - Social Service Agency	7765 Clean Up - Give Back.Org	SSF 2024 2024 Social Service Funding R-89-24	8,620.02
289	6545	Subsidy - Social Service Agency	7782 Community Backpack Project	SSF 2024 2024 Social Service Funding R-89-24	7,642.50
290	6545	Subsidy - Social Service Agency	2979 Des Plaines Community Foundation	SSF 2024 2024 Social Service Funding R-89-24	10,000.00
291	6545	Subsidy - Social Service Agency	2977 HandsOn Suburban Chicago	SSF 2024 2024 Social Service Funding R-89-24	5,954.04
292	6545	Subsidy - Social Service Agency	1329 Journeys - The Road Home	SSF 2024 2024 Social Service Funding R-89-24	5,000.00

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
293	6545	Subsidy - Social Service Agency	4767 KAN-WIN	SSF 2024	2024 Social Service Funding R-89-24	7,000.00
294	6545	Subsidy - Social Service Agency	1333 Kenneth Young Center	SSF 2024	2024 Social Service Funding R-89-24	5,000.00
295	6545	Subsidy - Social Service Agency	1343 Life Span	SSF 2024	2024 Social Service Funding R-89-24	7,500.00
296	6545	Subsidy - Social Service Agency	2040 Maryville Academy	SSF 2024	2024 Social Service Funding R-89-24	6,000.00
297	6545	Subsidy - Social Service Agency	9067 Messiah Lutheran Church	SSF 2024	2024 Social Service Funding R-89-24	4,798.78
298	6545	Subsidy - Social Service Agency	3913 NAMI National Alliance of Mental Illness	SSF 2024	2024 Social Service Funding R-89-24	5,776.30
299	6545	Subsidy - Social Service Agency	1262 North Shore Senior Center	SSF 2024	2024 Social Service Funding R-89-24	8,886.62
300	6545	Subsidy - Social Service Agency	1264 North West Housing Partnership	SSF 2024	2024 Social Service Funding R-89-24	5,420.84
301	6545	Subsidy - Social Service Agency	1272 NW Center Against Sexual Assault	SSF 2024	2024 Social Service Funding R-89-24	9,153.22
302	6545	Subsidy - Social Service Agency	2344 Maine, Township of	SSF 2024	2024 Social Service Funding R-89-24	7,109.03
303	6545	Subsidy - Social Service Agency	7024 St Mary's Services	SSF 2024	2024 Social Service Funding R-89-24	5,000.00
304	6545	Subsidy - Social Service Agency	4912 Northwest Compass Inc	SSF 2024	2024 Social Service Funding R-89-24	8,086.83
305	6545	Subsidy - Social Service Agency	6502 Open Communities	SSF 2024	2024 Social Service Funding R-89-24	7,198.16
306	6545	Subsidy - Social Service Agency	1188 Self Help Closet & Pantry of Des Plaines	SSF 2024	2024 Social Service Funding R-89-24	9,064.35
307	6545	Subsidy - Social Service Agency	1190 Shelter Inc	SSF 2024	2024 Social Service Funding R-89-24	5,000.00
308	6545	Subsidy - Social Service Agency	1215 Suburban Primary Healthcare Council	SSF 2024	2024 Social Service Funding R-89-24	7,000.00
309	6545	Subsidy - Social Service Agency	4760 Bridge Youth & Family Services, The	SSF 2024	2024 Social Service Funding R-89-24	5,000.00
310	6545	Subsidy - Social Service Agency	1170 Harbour Inc, The	SSF 2024	2024 Social Service Funding R-89-24	5,000.00
311	6545	Subsidy - Social Service Agency	9072 Feed My Sheep - Des Plaines	SSF 2024	2024 Social Service Funding R-89-24	6,500.00
312	6545	Subsidy - Social Service Agency	2297 Salvation Army, The	SSF 2024 (PAI)	2024 Social Service Funding R-89-24	3,000.00
Total 90 - Overhead					252,050.91	

Total 100 - General Fund	664,126.06
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Fund: 206 - TIF #6 Mannheim/Higgins Fund						
313	6005	Legal Fees	8133 Elrod Friedman LLP	16978	3-24 Non-Retainer Matters	512.00
Total 206 - TIF #6 Mannheim/Higgins Fund					512.00	

Fund: 230 - Motor Fuel Tax Fund						
314	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2024-00550003	Traffic Signal Maintenance 01/01-03/31/2024	148.50
315	7140	Electricity	1033 ComEd	0193753007-02/24	Electricity Service 01/10-02/08/2024	97.68
316	7140	Electricity	1033 ComEd	0237106099-02/24	Electricity Service 01/05-02/05/2024	484.96

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
317	7140	Electricity	1033 ComEd	0392121005-02/24	Electricity Service 01/05-02/05/2024	251.53
318	7140	Electricity	1033 ComEd	0445091056-02/24	Electricity Service 01/05-02/05/2024	523.76
319	7140	Electricity	1033 ComEd	0723323111-04/24	Electricity Service 03/11-04/09/2024	50.98
320	7140	Electricity	1033 ComEd	0725000037-02/24	Electricity Service 01/08-02/06/2024	35.03
321	7140	Electricity	1033 ComEd	1273119011-02/24	Electricity Service 01/08-02/06/202	4,809.32
322	7140	Electricity	1033 ComEd	1521117181-02/24	Electricity Service 01/05-02/05/2024	518.63
323	7140	Electricity	1033 ComEd	1630326000-04/24	Electricity Service 03/11-04/09/2024	105.10
324	7140	Electricity	1033 ComEd	2493112068-02/24	Electricity Service 01/05-02/05/2024	53.62
325	7140	Electricity	1033 ComEd	2607132134-02/24	Electricity Service 01/04-02/02/2024	517.22
326	7140	Electricity	1033 ComEd	2644104014-02/24	Electricity Service 01/04-02/02/2024	499.76
327	7140	Electricity	1033 ComEd	2881862000-03/24	Electricity Service 02/23-03/22/2024	16,776.45
328	7140	Electricity	1033 ComEd	2901166089-02/24	Electricity Service 01/05-02/05/2024	1,082.69
329	7140	Electricity	1033 ComEd	3471079047-02/24	Electricity Service 01/05-02/05/2024	73.22
330	7140	Electricity	1033 ComEd	5314957000-04/24	Electricity Service 03/12-04/10/2024	24.29
331	7140	Electricity	1033 ComEd	6045062008-02/24	Electricity Service 01/05-02/05/2024	148.89
332	7140	Electricity	1033 ComEd	6663583000-04/24	Electricity Service 03/11-04/09/2024	181.37
333	7140	Electricity	1033 ComEd	8648133333-04/24	Electricity Service 03/11-04/09/2024	365.57
334	7140	Electricity	1033 ComEd	9340744000-04/24	Electricity Service 03/11-04/09/2024	338.33
Total 230 - Motor Fuel Tax Fund					27,086.90	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
335	6000	Professional Services	9036 Asirus LLC	20240404180106-8	Hazard Mitigation Program - 2073 Cedar St Appraisal 04/11/24	400.00
336	6005	Legal Fees	8133 Elrod Friedman LLP	16970	3-24 Non-Retainer IEMA & FEMA Review Phase 5	1,176.00
337	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	41282-OLN0007	Legal Fees-Lee & Forest OLN0007 Parcel - 12/01-12/31/2023	650.00
Total 2520 - Capital Grants					2,226.00	

Total 250 - Grant Projects Fund					2,226.00
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
338	2484	Seized/Pending Forfeit	1320 IL State Police	23-23837	Forfeiture Award	2,550.00
339	8005	Computer Hardware	1035 Dell Marketing LP	10743691344	2 Laptops and Docking Stations for SROs	5,976.14
Total 2610 - Customs					5,976.14	

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Program: 2620 - DEA					
340	7300	Uniforms	1244 Ray O'Herron Company Inc	2339870	TRT Uniform Pants 200.00
341	7320	Equipment < \$5,000	8725 Enviro Safety Products	INV622676	2 Push-To-Talk Adapters 500.00
Total 2620 - DEA					700.00

Total 260 - Asset Seizure Fund					9,226.14
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Fund: 400 - Capital Projects Fund					
342	6000	Professional Services	5659 V3 Companies of Illinois Ltd	17050.01-6	R-97-22 Task Order #1 - S-Curve Phase I Eng Svcs 01/28-03/30/24 1,971.14
343	6000	Professional Services	1123 Christopher B Burke Engineering LTD	188276	R-113-23 TO #4 - 2023 CIP Const Eng Services 10/29-11/25/2023 23,037.50
344	6000	Professional Services	8492 TranSystems Corporation	4456009-19	R-171-21 Ph 1 Eng Srv-Algonquin Rd Grade Sep 03/16/24 -04/19/24 16,965.59
345	6000	Professional Services	1165 Union Pacific Railroad Company	90134672	Engr Svcs-S-Curve Bike/Ped Underpass Ph 1 10/07-12/02/2023 840.00
346	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024 190.45
347	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024 44.16
Total 400 - Capital Projects Fund					43,048.84

Fund: 420 - IT Replacement Fund					
348	8005	Computer Hardware	1035 Dell Marketing LP	10743620640	2 Dell Laptops For FD 3,339.92
Total 420 - IT Replacement Fund					3,339.92

Fund: 430 - Facilities Replacement Fund					
349	6000	Professional Services	7661 FGM Architects Inc	20-2890.02-13	TO#4 CH/PD Construction Admin - 02/24-03/29/2024, R-49-23 25,850.00
350	6000	Professional Services	7661 FGM Architects Inc	20-2890.03-8	TO#3 Addition Furniture Design-Police Station-02/24-03/29/2024, 1,128.50
351	6000	Professional Services	7661 FGM Architects Inc	23-3796.01-4	Structural Engineering - Leela Bldg - 07/01/2023-03/29/2024 1,750.00
352	6000	Professional Services	7661 FGM Architects Inc	24-3948.01-2	TO#8 Roof Engineering - Library - 02/24-03/29/2024, R-218-23 3,000.00
353	6000	Professional Services	7661 FGM Architects Inc	24-4048.01-1	TO#10 Grant Application Services - 02/24-03/29/2024, R-214-22 9,750.00
354	6315	R&M Buildings & Structures	9062 Chicago Tank Removal Inc	324-3488	Tank Removal - 1488 Miner - 05/01/2024 8,240.50
355	7045	Supplies - Building R&M	1043 WW Grainger Inc	9102941524	HVAC Filters - Leela Building 139.44
356	7045	Supplies - Building R&M	1043 WW Grainger Inc	9102941540	HVAC Filters - Leela Building 8.88
Total 430 - Facilities Replacement Fund					49,867.32

Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 510 - Engineering					
357	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024 42.29
Total 510 - Engineering					42.29

Division: 550 - Water Systems					
358	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024 968.15

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
359	6040	Waste Hauling & Debris Removal	5772 Berger Excavating Contractors Inc	24002.03	Dirt, Gravel & Concrete Disposal - 04/04/2024, R-191-23	4,413.58
360	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	230678	Meter Bench Test - 12/19/2023	29.50
361	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	240176	Meter Bench Test - 04/17/2024	30.00
362	6305	R&M Equipment	1154 West Side Tractor Sales	L93230	Road Call Repairs- PW 9063 - 04/18/2024	1,607.57
363	6310	R&M Vehicles	8938 James Drive Safety Lane LLC	1450 Revised	Safety Lane Inspections - PW - March 2024	41.00
364	7000	Office Supplies	1644 Warehouse Direct Inc	5707507-0	Laminating Pouches & Copy Paper - PW	16.62
365	7020	Supplies - Safety	4093 White Cap LP	10019808804	Slush Boots	50.99
366	7020	Supplies - Safety	8481 Linde Gas & Equipment Inc	41381911	Speed Shoring Air	177.18
367	7020	Supplies - Safety	1192 Sherwin Industries Inc	SS102102	13 Roll Up Traffic Signs	1,397.63
368	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	31830	Extension Ladder	229.00
369	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	5684	9V Batteries	15.46
370	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20613615	Carburetor & Gasket - Water Stock	109.98
371	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	891870	Thermo Shield Wrap - PW 9031	24.19
372	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1073284	Threshold - Maple Water Plant	29.93
373	7050	Supplies - Streetscape	1757 JCK Contractors Inc	36406	20-22 Cu Yds Topsoil - 04/24/2024	440.00
374	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10522764	20 Rolls Sod - Parkway Repairs - 04/24/2024	69.00
375	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10522957	10 Rolls Sod & 25 lbs. Grass Seed - 04/26/2024	107.50
376	7070	Supplies - Water System Maintenance	1047 Home Depot Credit Svcs	2055885	Tarp	76.98
377	7070	Supplies - Water System Maintenance	5772 Berger Excavating Contractors Inc	24002.03	Dirt, Gravel & Concrete Disposal - 04/04/2024, R-191-23	7,642.64
378	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	30818	4 Black Pipes	42.36
379	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	31869	Returned Conduit, Connectors, Couplings, Gang Boxes, Etc.	(55.03)
380	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	31870	Conduit Body	6.98
381	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	33517	Pipe, Tee, Spray Head, Cap, Couplings, Etc.	77.60
382	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	33755	Door Bolts - Maple Water Station	19.53
383	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	33756	Quad, Body Filler, & Hardener - Maple Water Station	37.44
384	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	33767	Angle, Lock Nut, Hex Heads, Door Sweep, Brush Sweep - Maple WS	97.39
385	7070	Supplies - Water System Maintenance	4093 White Cap LP	50026382213	Stakes & ADA Warming Pad	216.48
386	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	5663	Threaded Seal Tape	21.17
387	7070	Supplies - Water System Maintenance	1072 Prairie Material	891451738	1.0 Cu Yds Concrete - Repairs - 04/16/2024	202.25

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
388	7070	Supplies - Water System Maintenance	1072 Prairie Material	891463108	2.0 Cu Yds Concrete - Repairs - 04/24/2024	386.50
389	7070	Supplies - Water System Maintenance	1072 Prairie Material	891463113	1.5 Cu Yds Concrete - Repairs - 04/24/2024	294.38
390	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U516516	Valve, Megalugs, Gaskets, & T-Heads	2,996.00
391	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U612932	5 Saddles	1,260.00
392	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U659810	12" Replacement Valves - 04/09/2024	3,533.00
393	7140	Electricity	1033 ComEd	0718079040-02/24	Electricity Service 01/05-02/05/2024	281.56
394	7140	Electricity	1033 ComEd	1839544000-04/24	Electricity Service 03/19-04/17/2024	8,497.50
395	7140	Electricity	1033 ComEd	2382141015-02/24	Electricity Service 01/05-02/05/2024	156.50
396	7140	Electricity	1033 ComEd	2902009038-02/24	Electricity Service 01/03-02/01/2024	801.94
397	7140	Electricity	1033 ComEd	3526170000-02/24	Electricity Service 01/03-02/01/2024	76.06
398	7140	Electricity	1033 ComEd	5646761001-02/24	Electricity Service 01/03-02/01/2024	25.90
399	7140	Electricity	1033 ComEd	5814097012-02/24	Electricity Service 01/05-02/05/2024	30.93
400	7140	Electricity	1033 ComEd	6152054027-02/24	Electricity Service 01/04-02/02/2024	8,755.85
401	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	80572	Chlorine Cylinder Rental - 03/25/2024-04/28/2024	255.00
402	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	80573	Chlorine Cylinder Rental - 03/25/2024-04/28/2024	148.00
403	7300	Uniforms	2067 Cutler Workwear	PS-INV033559	12 Pairs Jeans - Quartermasters	134.95
404	7300	Uniforms	2067 Cutler Workwear	PS-INV033560	30 Pairs Jeans & 5 Pairs Boots - Quartermaster Uniforms	1,489.04
405	7320	Equipment < \$5,000	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	1,079.97
Total 550 - Water Systems					48,346.15	

Division: 560 - Sewer Systems						
406	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	718.10
407	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	195700	Monthly Weather Forecasting - April 2024	150.00
408	6195	Miscellaneous Contractual Services	5737 Jamerson & Bauwens Electrical Contractors Inc	20090	Megger Testing - Busse, Miner, Wheels PS - 04/12/2024	1,329.16
409	6195	Miscellaneous Contractual Services	1647 RJN Group Inc	411701	Cityworks Coordination - 03/22-03/29/2024	2,155.00
410	6310	R&M Vehicles	8938 James Drive Safety Lane LLC	1450 Revised	Safety Lane Inspections - PW - March 2024	102.00
411	7000	Office Supplies	1644 Warehouse Direct Inc	5707507-0	Laminating Pouches & Copy Paper - PW	16.62
412	7030	Supplies - Tools & Hardware	8809 USABluebook	INV00326114	4 Sewer Hooks	278.27
413	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	P49313	Flasher Assembly - PE 8045	263.84
414	7075	Supplies - Sewer System Maintenance	8598 Ray Schramer & Company	166265	Pro-Rings, Gasketed Pipe, Couplings, No Shear	2,213.35

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
415	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	33538	Mortar Mix - Sewer Repairs	384.65
416	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	571687	2 Missions - Sewer Repair	82.70
417	7075	Supplies - Sewer System Maintenance	5214 State Industrial Products	903299311	Block Worx Grease Control - Sewer	666.00
418	7140	Electricity	1033 ComEd	0096017042-02/24	Electricity Service 01/05-02/06/2024	4,766.73
419	7140	Electricity	1033 ComEd	0575134020-02/24	Electricity Service 01/04-02/01/2024	176.07
420	7140	Electricity	1033 ComEd	0640144010-02/24	Electricity Service 01/05-02/05/2024	85.61
421	7140	Electricity	1033 ComEd	0762050019-02/24	Electricity Service 01/08-02/06/2024	25.12
422	7140	Electricity	1033 ComEd	1350600111-04/24	Electricity Service 03/11-04/09/2024	3,907.39
423	7140	Electricity	1033 ComEd	2038128006-02/24	Electricity Service 01/05-02/01/2024	61.43
424	7140	Electricity	1033 ComEd	2148094073-02/24	Electricity Service 01/08-02/06/2024	170.00
425	7140	Electricity	1033 ComEd	3461136053-02/24	Electricity Service 01/04-02/02/2024	41.47
426	7140	Electricity	1033 ComEd	3526009006-02/24	Electricity Service 01/05-02/05/2024	140.42
427	7140	Electricity	1033 ComEd	3657136067-02/24	Electricity Service 01/05-02/05/2024	85.55
428	7140	Electricity	1033 ComEd	3773008060-02/24	Electricity Service 01/03-02/01/2024	63.88
429	7140	Electricity	1033 ComEd	4995025051-02/24	Electricity Service 01/04-02/02/2024	29.79
430	7140	Electricity	1033 ComEd	5060090016-02/24	Electricity Service 01/08-02/07/2024	268.62
431	7140	Electricity	1033 ComEd	6331089024-02/24	Electricity Service 01/03-02/01/2024	210.83
432	7140	Electricity	1033 ComEd	6795805000-04/24	Electricity Service 03/12-04/15/2024	283.93
Total 560 - Sewer Systems					18,676.53	

Division: 570 - Equipment Replacement						
433	8015	Equipment	1088 Atlas Bobcat LLC	QA6758	Bobcat Track Skidsteer - 04/15/2024, M-26-23	86,525.42
Total 570 - Equipment Replacement					86,525.42	

Division: 580 - CIP - Water/Sewer						
434	8100	Improvements	8332 Era Valdivia Contractors Inc	0-23105-P2	Water Tank Painting - Dulles 09/27-12/2023, R-63-23 & R-145-23	344,408.63
435	8100	Improvements	5236 Revere Electric Supply Co	S4857976.001	Vehicle Frequency Drives - Maple St PS - 04/18/2024, R-10-23	141,269.00
436	8100	Improvements	5236 Revere Electric Supply Co	S4857976.003	Vehicle Freq Dr Harmonic Analysis - Maple St PS-4/18/24 R-10-23	947.00
Total 580 - CIP - Water/Sewer					486,624.63	

Division: 590 - Water Facilities						
437	6195	Miscellaneous Contractual Services	9039 Brickmen Group LLC	0421202401	Garage Tuckpointing - 2555 Maple - 04/22/2024	19,400.00

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
438	7070	Supplies - Water System Maintenance	6992 Core & Main LP	U709225	Water Meter Supplies & Installs - 04/17/2024, R-20-24	4,002.00
Total 590 - Water Facilities					23,402.00	

Total 00 - Non Departmental	663,617.02
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Department: 30 - Finance						
439	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	65.94
440	6025	Administrative Services	7615 Sebis Direct Inc	90831	Utility Bill Rendering Services-Drop Date 04/16/2024	1,895.13
441	6110	Printing Services	1106 Chromatech Printing Inc	9593/26539	5,157 Pink Disconnection Notice Window Envelopes 04/18/2024	988.00
Total 30 - Finance					2,949.07	

Total 500 - Water/Sewer Fund	666,566.09
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Fund: 510 - City Owned Parking Fund						
442	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-86892-L9M1	Elevator Inspections - CH, PD, Metro, Library - 05/01/2024	539.00
443	7060	Supplies - Parking Lots	4177 Uline Inc	176926310	4 Bollards - Civic Deck	713.00
444	7060	Supplies - Parking Lots	1057 Menard Incorporated	33131	Striping Paint - Civic Deck	130.44
445	7060	Supplies - Parking Lots	1057 Menard Incorporated	33185	Hex Nut Driver, Drill Bits, & Tapcons - Civic Deck	35.10
446	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9091767815	Bird Repellant Spikes	309.73
447	7140	Electricity	1033 ComEd	0354464001-02/24	Electricity Service 01/05-02/05/2024	5,680.77
448	7140	Electricity	1033 ComEd	2239082030-02/24	Electricity Service 01/05-02/05/2024	1,420.89
449	7140	Electricity	1033 ComEd	2909033000-04/24	Electricity Service 03/11-04/09/2024	2,435.53
450	7140	Electricity	1033 ComEd	4722388001-02/24	Electricity Service 01/05-02/05/2024	21.78
451	7140	Electricity	1033 ComEd	4791127023-02/24	Electricity Service 01/05-02/05/2024	4,691.72
452	7140	Electricity	1033 ComEd	5310303000-02/24	Electricity Service 01/05-02/05/2024	330.68
453	7140	Electricity	1033 ComEd	6664774000-04/24	Electricity Service 03/11-04/09/2024	3,489.99
Total 510 - City Owned Parking Fund					19,798.63	

Fund: 520 - Metra Leased Parking Fund						
454	6015	Communication Services	1552 Verizon Wireless	9961580690	Communication Services 03/14-04/13/2024	72.02
455	7140	Electricity	1033 ComEd	5222730006-02/24	Electricity Service 01/03-02/01/2024	132.95
456	7540	Land Lease	1165 Union Pacific Railroad Company	March 2024	Parking Fees for March 2024	3,241.35
Total 520 - Metra Leased Parking Fund					3,446.32	

Fund: 600 - Risk Management Fund						
457	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	1493	Accident Repair - Police 6099 - 04/01/2024	16,493.17
Total 600 - Risk Management Fund					16,493.17	

City of Des Plaines

Warrant Register 05/20/2024

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 700 - Escrow Fund						
458	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16974	3-24 Reimb Redevelopment	301.00
459	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16975	3-24 Reimb Redevelopment	516.00
460	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16976	3-24 Reimb Redevelopment	1,849.00
461	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16992	3-24 Non-Retainer Matters	288.00
462	2493	Escrow - CED Development	8133 Elrod Friedman LLP	16992	3-24 Non-Retainer Matters	448.00
Total 700 - Escrow Fund					3,402.00	
Grand Total					1,509,139.37	

City of Des Plaines

Warrant Register 05/20/2024

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 00 - Non Departmental					
463	4320	Business Licenses	9071 Solar Mite Illinois	Refund 02/02/24 Contractor License Payment Refund 02/02/2024	50.00
464	4320	Business Licenses	9070 Rozborska, Gabriela	Refund 03/15/24 Refund for Rental License Fees Paid in Error	30.00
465	4400	Building Permits	9068 H&J Sales Inc	Refund 01/16/24 Refund for Bldg Permit BLDD-2023- 00886-Duplicate Payment	50.00
466	4400	Building Permits	9069 Horizon Restoration	Refund 02/02/24 Permit Fee Refund 02/02/2024	50.00
467	4849	Miscellaneous Revenues	4752 Sisters of the Holy Family of Nazareth	Refund 01/31/24 Direct Municipal Fire Alarm Fee Refund 01/31/2024	125.00
Total 00 - Non Departmental					305.00

Police Department					
Division: 610 - Uniformed Patrol					
468	6015	Communication Services	1032 Comcast	04/18/2024 x6724	Internet/Cable Service May 2024 105.00
Total 610 - Uniformed Patrol					105.00

Division: 630 - Support Services					
469	6015	Communication Services	1009 AT&T	847R18054603- 24	Communications Service 03/28- 04/27/2024 64.00
Total 630 - Support Services					64.00

Total 60 - Police Department					169.00
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Fire Department					
Division: 730 - Emergency Management Agency					
470	6015	Communication Services	1032 Comcast	04/22/2024 x6716	Internet/Cable Service May 2024 63.00
Total 730 - Emergency Management Agency					63.00

Total 70 - Fire Department					63.00
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Department: 90 - Overhead					
471	6015	Communication Services	1032 Comcast	04/20/2024 x6732	Internet/Cable Service May 2024 63.00
472	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100168 32	Internet/Cable Service 04/21- 05/20/2024 661.37
473	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100168 32	Internet/Cable Service 04/21- 05/20/2024 416.95
474	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100168 32	Internet/Cable Service 04/21- 05/20/2024 98.00
475	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100168 32	Internet/Cable Service 04/21- 05/20/2024 370.00
476	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100168 32	Internet/Cable Service 04/21- 05/20/2024 370.00
477	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100168 32	Internet/Cable Service 04/21- 05/20/2024 591.00

City of Des Plaines

Warrant Register 05/20/2024

Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
478	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016832	Internet/Cable Service 04/21-05/20/2024	795.00
479	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016832	Internet/Cable Service 04/21-05/20/2024	500.00
480	6015	Communication Services	8536 Peerless Network Inc	50314	Communications Service 05/01-05/31/2024	12,527.78
Total 90 - Overhead						16,393.10

Total 100 - General Fund	16,930.10
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Fund: 240 - CDBG Fund						
481	6570	Subsidy - Residential Rehab	3993 J&S Plumbing Inc	231634	CDBG HRP Invoice-Buckhorn Estates 03/12/24-B-23-MC-17-0009-EN	265.00
482	6570	Subsidy - Residential Rehab	9074 GNG Services Corp	CDBG HRP 81	CDBG-HRP-NW Housing Partnership SFR Const Inv B23-MC-17-00009-EN 11/27/2023-04/02/2024	21,700.00
Total 240 - CDBG Fund						21,965.00

Fund: 500 - Water/Sewer Fund						
Division: 560 - Sewer Systems						
483	6015	Communication Services	8536 Peerless Network Inc	50314	Communications Service 05/01-05/31/2024	134.36
Total 560 - Sewer Systems						134.36

Total 500 - Water/Sewer Fund	134.36
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Fund: 510 - City Owned Parking Fund						
484	6015	Communication Services	8536 Peerless Network Inc	50314	Communications Service 05/01-05/31/2024	350.21
485	6015	Communication Services	8536 Peerless Network Inc	50314	Communications Service 05/01-05/31/2024	1,270.98
Total 510 - City Owned Parking Fund						1,621.19

Grand Total	40,650.65
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City of Des Plaines

Warrant Register 05/20/2024

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,509,139.37 **	5/20/2024
Manual Checks	\$ 40,650.65 **	5/3/2024
Payroll	\$ 1,364,644.92	5/3/2024
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ 3,000.00	5/1/2024
Postage USPS - AccessPoint	\$ 4,312.20	5/7/2024
Utility Billing Refunds	\$ -	
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ 699,733.24	5/1/2024
Property Purchase 1796 Rand Road	\$ 178,543.37	5/2/2024
Total Cash Disbursements:	<u>\$ 3,800,023.75</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Twentieth Day of May 2024

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor