



VIRTUAL CITY COUNCIL MEETING

Monday, May 3, 2021

Regular Session – 7:00 p.m.

As the City of Des Plaines continues to follow social distancing requirements along with Governor Pritzker's Executive Orders and mandated mitigation restrictions, the City Council Meeting on Monday, May 3, 2021 will be held virtually beginning at 7:00 p.m.

The meeting will be live-streamed via: <http://desplaines.org/accessdesplaines> and played on DPTV Channel 17. The meeting may also be viewed in person at City Hall in the Council Chambers. However, pursuant to the current state-wide executive orders, no more than 10 people (including City staff) can be in the Council Chambers at one time during the meeting. Therefore, the City encourages residents and interested parties to participate in the meeting by watching the live-stream or by submitting written public comments in advance of the meeting. Public comment can be taken during the meeting for those that choose to be physically present, those that follow the instructions below to participate virtually, or by submitting public comments by e-mail to publiccomments@desplaines.org.

Public comments received by 5 p.m., Monday, May 3, 2021 will be distributed to City Council members prior to the Council meeting. Please indicate if you wish to have your comment read at the meeting. Public comments read at the meeting are limited to 200 words or less. Public comments should be e-mailed and contain the following information:

- In the subject line, identify "City Council Meeting Public Comment"
- Name
- Address (optional)
- City
- Phone (optional)
- Organization, agency representing, if applicable
- Topic or agenda item number of interest

If you would like to provide live public comment during the virtual meeting, please send your request to publiccomments@desplaines.org and you will be sent a link with additional information to join the meeting.

All e-mails received will be acknowledged. Individuals with no access to e-mail may leave a message with the City Clerk's Office at 847-391-5311.

The City of Des Plaines remains united in ensuring the safety and health of our community and our employees. To protect the public and staff, the City will continue to provide only essential functions and services during the Governor's Stay-at-Home Order. The City urges residents and businesses to comply with the Order. If residents must leave their home, it is very important to practice social distancing and keep at least six feet between others. For a list of services and additional information during this time, please visit www.desplaines.org. The City encourages individuals to sign up for its e-news for important information from the City and its government partners, including State and Federal authorities. The City updates its website and posts on social media daily. To sign up for electronic newsletters, please visit <https://www.desplaines.org/mycity/>.



CITY COUNCIL AGENDA

Monday, May 3, 2021

Regular Session – 7:00 p.m.

Via Zoom Video Conference

publiccomments@desplaines.org

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT – publiccomments@desplaines.org

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-79-21:** Awarding the Bid for 2021 Asphalt Crack Sealing and Concrete Joint Sealing Project to Low Bidder Denler, Inc., Mokena, Illinois Per Unit Prices Submitted in the Amount of \$72,070. Budgeted Funds – Motor Fuel Tax.
2. **RESOLUTION R-80-21:** Authorizing the Execution of a Grant Agreement with the State of Illinois Department of Commerce and Economic Opportunity for Algonquin Road Street Improvements, Wolf Road to Des Plaines River Road
3. **RESOLUTION R-81-21:** Awarding Bid to Low Bidder John Neri Construction, Inc., Addison, Illinois for the 2021 CIP Street and Utility Improvements, Contract A in the Amount of \$4,379,262.50. Budgeted Funds – Capital Projects and Water Fund.
4. **RESOLUTION R-82-21:** Awarding Bid to Low Bidder DiNatale Construction, Inc., Addison, Illinois for the 2021 CIP Concrete Improvements in the Amount of \$730,388.80. Budgeted Funds – Motor Fuel Tax.
5. **RESOLUTION R-84-21:** Approving the Purchase of Property Located at 1380 E. Oakton Street, Des Plaines, Illinois in the Amount of \$190,619.00. Budgeted Funds – TIF #8.
6. **SECOND READING – M-6-21:** Authorizing the Disposal of Listed Vehicles and Equipment Through Obenauf Auction Service, Inc., Round Lake, Illinois
7. Minutes/Regular Meeting – April 19, 2021
8. Minutes/Closed Session – April 19, 2021

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Malcolm Chester, Chair
 - a. Warrant Register in the Amount of \$4,246,474.44 – **RESOLUTION R-83-21**

COUNCIL RECESS: CEREMONIAL PROCEEDINGS

1. Presentation of Plaques/Outgoing Elected Officials
2. Swearing-In of Newly Elected Officials

NEW COUNCIL CONVENES

NEW BUSINESS

1. Formation of Committee on Committees
 - a. Election of Chairman
 - b. Scheduling of Committee on Committees Meeting Date
2. Motion to Extend Declaration of Civil Emergency

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 22, 2021

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

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

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

Subject: Bid Award - 2021 Asphalt Crack Sealing and Concrete Joint Sealing

Issue: The approved 2021 budget includes \$100,000 for asphalt crack-sealing and concrete joint sealing. Two bids for this service were received on April 8, 2021.

Analysis: The Public Works and Engineering Department annually conducts an evaluation of local road conditions and determines the roads most suitable for sealing maintenance. The bid specifications require vendors to provide unit prices for routing 65,000 lineal feet of asphalt cracks and sealing with 22,000 pounds of sealant material along with 95,000 lineal feet of concrete joint sealing. The bids received are shown in the tabulation below:

Item	Estimated Quantity	Denler, Inc		SKC Contruction	
		Unit Price	Total	Unit Price	Total
Crack Sealing	22,000 LBS	\$1.26	\$27,720	\$1.37	\$30,140
Crack Routing	65,000 LF	\$0.01	\$650	\$0.05	\$3,250
Concrete Joint Sealing	95,000 LF	\$0.46	\$43,700	\$0.97	\$92,150
Extended Total			\$72,070		\$125,540

Denler, Inc. submitted the lowest bid for the 2021 Asphalt Crack Sealing and Concrete Joint Sealing project and has performed similar work for the City in previous years with positive results.

Recommendation: We recommend award of the 2021 Asphalt Crack Sealing and Concrete Joint Sealing project, MFT 21-00000-02-GM to Denler, Inc. 19148 S. 104th Avenue, Mokena, IL 60448, per unit prices submitted in the amount of \$72,070. Funding for this project will be from budgeted Motor Fuel Tax, Other Services account (230-00-000-0000.6160).

Attachments:

Resolution R-79-21

Exhibit A – Denler, Inc. Contract

CITY OF DES PLAINES

RESOLUTION R - 79 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
DENLER, INC. FOR ASPHALT CRACK SEALING AND
CONCRETE JOINT SEALING.**

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, Miscellaneous Contractual Services Account for use by the Public Works and Engineering Department during the 2021 fiscal year for asphalt crack-sealing ("***Asphalt Services***") and concrete joint sealing ("***Concrete Services***") (collectively, the Asphalt Services and Concrete Services are the "***Project***"); 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 Project; and

WHEREAS, the City received two bids, which were opened on April 8, 2021; and

WHEREAS, Denler, Inc. ("***Vendor***") submitted the lowest responsible bid for the Project; and

WHEREAS, the City desires to enter into an agreement with Vendor for the Project in the not-to-exceed amount of \$72,070 ("***Agreement***"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Vendor for the Project in the not-to-exceed amount of \$72,070;

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

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

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

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

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

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement for Asphalt Crack Sealing and Concrete Joint Sealing with Denler Inc 2021



Contractor's Name

Denler, Inc.

Contractor's Address

19148 S. 104th Avenue

City

Mokena

State

IL

Zip Code

60448

STATE OF ILLINOIS

Local Public Agency

CITY OF DES PLAINES

County

Cook

Section Number

21-00000-02-GM

Street Name/Road Name

VARIOUS LOCATIONS

Type of Funds

MFT

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

MAYOR

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
CITY OF DES PLAINES	VARIOUS LOCATIONS	Cook	21-00000-02-GM

1. THIS AGREEMENT, made and concluded the 3rd day of May, 2021 between the City of Des Plaines, known as the party of the first part, and Denler, 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 21-00000-02-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:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

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

(If a Partnership)

Partner	Date

Attest: Secretary	Date

(SEAL)

Partner	Date

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

--

(If an individual)

Party of the Second Part	Date

CITY OF DES PLAINES

CONTRACT FOR

2021 ASPHALT CRACKSEALING and PCC JOINT SEALING PROGRAM

MFT 21-00000-02-GM

Full Name of Bidder Deater, Inc. ("Bidder")
Principal Office Address 20502 S. Cherry Hill Rd., Joliet, IL 60433
Local Office Address Same
Contact Person David Deater Telephone Number 708 479 5005

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

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

1. Work Proposal

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

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 2021 Asphalt Crack Sealing and Concrete Joint Sealing Program within the limits of the City of Des Plaines designated areas (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and

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

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

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

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

2. Contract Price Proposal

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

A. Schedule of Prices. For providing, performing, and completing all Work, the total contract price of:

\$ 72,070.00

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

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

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

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

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

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than August 1, 2021. (the "Completion Date").

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

Per Diem Administrative Charge:

\$ 1,500

4. Financial Assurance

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

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or

quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

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

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

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

Certified payroll shall be submitted to the IDOL portal and with a pdf copy of the email certification from IDOL submitted to the City. Prevailing Wage Act - Conciliation and Mediation Division (illinois.gov)

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

E. Qualified. Bidder has the requisite experience minimum of 10 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11, including, without limitation, that Bidder and all of Bidder's subcontractors have an active 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.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to

any other or further remedies provided in law or equity or in this Contract.

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

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

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

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

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

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

ATTACHMENT A

2021 Crack/Joint Sealing Streets

Street	Limits	Length	Width	Completed
Drake Lane	Ardmore to Pinehurst	1039	24	
Alfini Drive	Wolf Rd to Wolf Rd	2689	24	
Algonquin Road	River Rd to Campground Rd	1547	38	
Amherst Ave	Wisconsin to Pinehurst	2620	24	
Grove Ave	Woodland to Dead End	1115	24	
Good Ave	Ballard Rd to Church St	1201	24	
Nelson Lane	Central Rd to Berkshire Lane	593	24	
Therese Terrace	Madelyn to Timothy	901	22	
Alles St	Perry to Willow	1361	24	
Fifth Ave	Rand to Polynesian	1708	22	
Harding Ave	Graceland to Lee	908	30	
Polynesian Drive	4th Ave to 7th Ave	1179	24	
Ardmore Rd	Stratford to Princeton	1867	26	
Cranbrook Drive	Mt Prospect Rd to Drake	614	24	
Drake Lane	Ardmore to Wolf Road	616	18	
Brown St	Lee to Alles	565	20	
Birch St	Howard to Welwyn	781	24	
Cedar St	Touhy to Jarvis	1276	24	
Fox Lane	Joseph to Craig	668	24	
Parkwood Lane	Rusty to Estes	2220	24	
Scott St	Jarvis to Touhy	1281	24	
Shagbark Drive	River Drive to South Dead End	638	22	
Fifth Ave	Forest to Oakton	1281	33	
Clark Lane	Dempster to Walnut	933	24	
Grant Drive East	Southeast Pl to Northwest Pl	2597	27	
King Lane	Beau to Munroe	845	24	
Stratford Road	State to Princeton	2236	26	
Van Buren Ave	Margret to lee	839	24	
Walnut Court	Southwest Place to Dead End	521	27	
Beau Drive	Dempster to Lamnce	519	24	
Dorothy Drive	Marshall to Arnold	1095	22	
Grove Ave	Rand to Woodland	1215	23	
Fargo Avenue	Chestnut to Lee	1268	24	
Fifth Ave	Prairie to Thacker	631	18	
Kathleen Drive	Elmurst Road to Dara James	3388	24	
Leslie Lane	Jill to Algonquin	548	24	
Morse Ave	Scott to Eisenhower	565	24	
Oakton St	River Road to Locust	282	60	
Seventh Ave	Waikiki to Polynesian	1068	24	
Webster Lane	Algonquin to Carol	979	24	
Welwyn Ave	Cedar to Maple	938	24	
Westmere Road	Farthing to Easy	875	24	
Westview Drive	Howard to Jarvis	1277	24	
White St	Ashland to Oakwood	342	22	
Wolf Road	Rand North to Butt Joint	474	66	

CONCRETE JOINT AND CRACK SEALING

Wolf Road	From asphalt butt joint North of Rand Road to Central Road	1432 x 66
River Road	Devon to Chase	6460 x 58

SPECIFICATIONS

- Crack Sealing Asphalt Pavement: This work shall be done in accordance with the latest edition of Section 451 of the Standard Specification for Road and Bridge Construction except as amended or modified herein.
 1. The Contractor shall be responsible for sweeping and cleaning streets to make sure the street surface is in an acceptable condition after crack sealing. The Contractor shall clean the driveways and lawns of all loose materials and debris at the end of each day's operation. All loose material and debris ground/evacuated from the cracks shall be removed from the pavement surface by means of mechanical sweepers or hand brooms within 72 hours. Contractor is responsible for satisfactory removal and disposal of all waste generated from the work. Pricing for sweeping/cleaning of streets after cracksealing will be included in routing of cracks and clean-up unit pricing.
- Crack and Joint Sealing PCC Pavement: This work shall be done in accordance with the latest edition of Section 451 of the Standard Specification for Road and Bridge Construction except as amended or modified herein.
 1. Work shall be to seal or reseal joints or cracks in designated locations. It is anticipated that all previously sealed joints and cracks are existing in an acceptable configuration so that no additional sawing or routing to widen the opening will be necessary; unless needed to facilitate removal of existing sealer material. Only when it is determined that joints or random cracks are not wide enough or deep enough to accept sealer material will it be necessary to route or saw the joint per specifications.
 2. Prior to resealing, existing old sealants and debris shall be removed by mechanical methods as approved by the City. Removal methods shall not cause undo damage or spalling along the existing joint or crack. Sufficient old sealant shall be removed so that no loose material remains and new sealant is assured of adhering to the joint or crack wall. All placement of new sealant shall be in a flush configuration in the joint or crack reservoir; secondary application of resealing may be required to ensure flush configuration. No overbanding is permitted.
 3. Joint or Crack routing shall not be measured for payment. This work shall be paid for at the contract unit price per pound for crack and joint sealing PCC Pavement. Where necessary, work to finish and install backer rod per specifications shall be considered incidental.

STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning streets to make sure the street surface is in an acceptable condition before and after crack filling. The Contractor shall clean the residents' driveway pavement, apron and lawn of all loose materials and debris at the end of each day's operation and as required at other times. All loose material and debris evacuated from the cracks shall be removed from the pavement surface by means of mechanical sweepers or hand brooms within 72 hours. This work is included in the payment for CRACKFILLING-FIBERIZED.

DISPOSAL OF DEBRIS, EXCESS MATERIALS AND EXCAVATED OR REMOVED MATERIALS:

The Contractor shall be responsible for satisfactory removal and disposal of all waste material, asphalt, concrete, stone, dirt, or debris generated in the course of the work. Removal and disposal of surplus, unstable, and unsuitable materials and organic waste shall follow Section 202 of the Standard Specifications. All removal or excavation items being disposed of at a landfill or clean construction and demolition debris (CCDD) fill site shall meet the requirements of Public Act 96-1416 and Section 107 of the Standard Specifications. All costs associated with meeting these requirements shall be included in the unit price cost for the associated removal or excavation items in the contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed professional engineer, and State or Local tipping fees.

The Contractor shall load the removed pieces of curb and gutter, sidewalk, driveway and street pavements, etc., directly onto trucks, haul it away, and dispose of it. The temporary storing of excavated materials on the parkways, and rehandling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the Contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The City will not provide for one. The stockpiling of excavated or backfill material within the roadway overnight shall not be permitted.

MATERIAL INSPECTION AND TESTING:

No material of any kind shall be used until it has been approved by the City. All material used shall meet the requirements of IDOT and as outlined in these specifications.

Samples of material will be collected in the field at random for laboratory analysis. The sampling and testing will be in accordance with the Provisions of Article 106.03 and 106.04 of the Standard Specifications.

The Contractor shall provide the City with letters of certification from each supplier that all materials used in the project comply with the Standard Specifications and Special Provisions indicated. Final payment will not be made until all letters of certification have been received.

JOINT & CRACKFILL - (FIBERIZED SEALANT):

This item of work shall consist of furnishing all labor, equipment, and materials for cleaning and waterproofing miscellaneous cracks and transverse and longitudinal cracks using asphalt reinforced with polypropylene fiber.

Materials:

The joint/crack sealant shall consist of a mixture of 8.0% minimum by weight polypropylene fibers with liquid asphalt cement. **The use of ready-mixed fiberized asphalt blocks shall not be permitted.** The asphalt cement shall be PG 64-22 conforming to AASHTO MP1 with a penetration range of 60 to 100.

Fibers shall be short cut polypropylene fibers, and a certificate from the supplier showing that the fibers meet the physical properties listed below shall be required.

Length	8-12 mm
Denier	13-16
Crimps:	None
Tensile Strength:	275 MPa (40,000 psi), minimum
Specific Gravity:	0.91 (typical)
Moisture Regain @ 70°F and 65% RH:	0.1% (typical)

Preparation of Mixture:

The sealant materials shall be combined in an oil jacketed double wall kettle (minimum 1350L (350 Gal.) capacity) equipped with an agitator (reversing rotary auger action), separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 50mm (2") hot asphalt pump and a recirculating pump to circulate the oil bath. Operating temperature in the kettle should be 124-141°C (255-285°F), and should never exceed 143°C (290°F). At the time of placement of the mixture, the surfaces to be sealed shall be dry, and the ambient temperature shall be above 4°C (40°F), and less than 29°C (85°F). If work is in progress and the ambient temperature reaches 29°C (85°F), the work must stop.

Construction Methods:

Any cracks, voids or joints less than 2" (50 mm) in width shall be filled and sealed as described hereafter. Any cracks and joints greater than 2" (50 mm) shall not be sealed without the approval of the Engineer. Curbline joints may or may not be sealed in contract work.

The crackfill membrane shall be applied only when the joints and cracks and adjacent pavement surfaces are dry and free of dirt, vegetation, debris and loose sealant. Physical routing of cracks to provide a square cut reservoir will generally not be required. All cracks and joints to be sealed shall be cleaned by air blasting, hand tools, wire wheel, and/or by other methods approved by the Engineer to remove all foreign material for proper bonding of the sealant. The sealing material shall be applied to form a water-proofing, stress absorbing membrane centered within 1' (25 mm) of the crack or joint.

The mixture shall be installed under high pressure 100⁰ PSI (689 kPa) directly into and over the crack or joint. The crack shall be completely filled to its full depth and a membrane 1/8 ± 1/16 inch (3.18mm ± 1.59 mm) thick by 3" (76 mm) wide (nominal measurements) shall be formed on the surface of the pavement.

The Contractor is strongly cautioned against the excessive use of crackfill material in either thickness or location. If the City determines that sealant is being improperly applied or

wasted, then a quantity of 2 pounds of Fiberized joint sealer, per foot of errant sealant applied, shall be deducted from payments due the Contractor. In addition, the Contractor shall be responsible and will not be paid for any material placed in excess of 103% of the historic application rates of 0.18 pounds per square yard for streets designated as a Light application, 0.25 pounds per square yard for Medium application and 0.35 pounds per square yard for Heavy application.

The sealant material shall be placed with special care such that the material does not come into contact with any manhole, appurtenance frame, lid or any thermoplastic pavement markings. The Contractor shall immediately remove any misplaced sealant and clean the frame or replace any pavement markings damaged at the Contractor's sole expense. Repairs shall be to the complete satisfaction of the Engineer. Should the Contractor choose not to repair the damage, then the Engineer may order the work to be done by others, the cost of such work to be deducted from payments due the Contractor.

Traffic shall not be allowed on the sealant until properly cured. The sealant shall be dusted with fine aggregate (F A-6) if the ambient temperature is greater than 24°C (75°F), and it is necessary to open the road immediately.

The Contractor shall obtain a weight certification each day and shall submit the documentation to the Engineer by the end of each day. The Contractor shall perform a yield check each day, comparing the results to the estimated amount of sealant provided in these specifications. The Contractor shall submit the results of the yield check to the Roadway Foreman or his/her designee at the end of each day. Work shall not begin each day until all weight certifications and the yield check for the previous day's work have been submitted to the Engineer.

Payment for this item of work shall constitute full compensation for furnishing, hauling, preparing, and placing materials, for preparation of cracks and joints, clean up for disposal of surplus materials, and for labor, equipment, and tools necessary to complete this work as specified.

Joint Sealant will be paid for at the contract unit price per POUND applied for "CRACKFILLING - FIBERIZED."

FINE AGGREGATE (FA-6):

This item of work shall consist of providing and applying to the freshly laid sealant a dusting coat of Fine Aggregate (FA-6) or limestone screening where directed by the Engineer. The Contractor is cautioned on the excessive use of sand.

The Contractor shall be responsible for sweeping and cleaning streets to make sure the street surface is in an acceptable condition after crack filling. All loose fine aggregates shall be removed from the pavement surface by means of mechanical sweepers or hand brooms within 72 hours. The Mechanical sweeping, hand brooming or other methods as required to clean-up fine aggregates will be included in the payment for this item.

Sanding of the sealant will be paid for at the contract unit price per TON applied for "FINE AGGREGATE (FA-6)."

TRAFFIC CONTROL AND PROTECTION:

The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts Maintenance Projects and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

All of the Contractor's workers must wear high visibility apparel (with highly reflective material for night operation) at all times during work operations within the right-of-way as required by the MUTCD 6D.03.

When requested by the City, on streets where crackfiller will be applied, the Contractor shall distribute by hand a typed notice furnished by the City to residences and businesses abutting the project. The notice shall be delivered three(3) to five (5) days before beginning the crackfill application on that street. The Contractor shall also distribute by hand a typed notice approved by the City to be placed on the windshields of all cars parked on the project the evening before treatment.

When temporary prohibition of on-street parking will be necessary to accomplish this work, the Contractor shall place "No Parking" portables or "No Parking" signs (cardboard) whichever is applicable for the particular street. In addition, the Contractor shall also post said streets at least twenty-four (24) hours prior to beginning work with "No Parking" signs legibly marked with the date and time of restricted parking. Parking restriction notices will not be furnished by the City. Distribution of the notices shall be included in cost for the work and approved by the City.

When "No Parking" signs have been posted, the Contractor shall provide written notice to the Streets Foreman and Police Department after regular hours stating the Construction Company name, the contract work being completed, the street or streets posted, the time and date posted, and shall request that Police Department personnel check the posting.

The streets under restoration may not be closed to through traffic during construction. The Contractor will provide access for through traffic. Construction operations will be confined to one traffic lane with one or more lanes open to traffic. When work on arterial or collector streets is performed, the Contractor shall schedule the work with the Engineer to minimize disruption to the flow of traffic.

The Contractor shall provide a list of three (3) persons who can be called on a 24-hour basis to handle barricading or other problems relating to the construction activity.

This project may involve work on or adjacent to arterial roadways carrying high traffic volumes. Weekday construction activity must be limited to only the hours between 9:00 am and 3:00 pm on this facility in order to avoid the peak rush hours. During the work operation, a minimum of one lane of traffic must be maintained in each direction at all times. All lane closures must be approved by the Street Foreman in advance. Appropriate lane closures with arrow boards and signs are required regardless of duration of the lane reduction.

The emergency response persons shall be capable of responding within one (1) hour after notification by the City. If there has been no response within one hour after notification, the City will respond at a cost of \$400.00 per hour (two men plus truck) with a minimum charge for two hours, plus materials. This charge will be deducted from payments to the Contractor.

The Contractor shall also furnish, place and maintain traffic cones, one (1) for every 15 m (50') for each lane being worked on; barricades with arrows, four (4) for each intersection being worked on; signs, if applicable, approximately 910 mm X 910 mm (36" x 36") stating in bold letters, "KEEP OFF - CRACKFILLING," to be placed strategically to keep traffic off the newly placed crackfiller, flag trees, one (1) for each end of the street being worked on; and adequate signs, barricades and cones to direct and control traffic to the proper travel lanes, one (1) set at each end of the street being worked on. The Contractor shall maintain two (2) directions of traffic during the performance of work covered by the contract.

Traffic control shall include furnishing, setting up, performing, maintaining, and removing traffic control and for all equipment, tools and labor necessary to complete the work in accordance with this contract and will be paid for at the contract unit price.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 22, 2021

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

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

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

Subject: Algonquin Road DCEO Grant Agreement 20-203211

Issue: The City of Des Plaines has received a \$2 million grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) to resurface the pavement and upgrade ADA sidewalk ramp crossings on Algonquin Road from Wolf Road to Des Plaines River Rd.

Analysis: The Algonquin Road corridor is a public roadway that serves a vital east-west travel route through the City of Des Plaines for multiple modes of transportation, including motorists, public transportation, bicyclists and pedestrians. Situated within and adjacent to the project limits are various public and private facilities, including residential homes, restaurants, retail stores, professional offices, day care centers, public schools, churches, and other community centers. The project will benefit the community by making the corridor safer and more accessible to pedestrians and bicyclists. The expected lifespan of the resurfacing improvements is 10-15 years.

This grant-funded project includes the removal and replacement of concrete sidewalk ramps and adjacent curb and gutter at crosswalks in order to upgrade to ADA compliancy; removal and replacement of deteriorated curb and gutter, sidewalk and driveway aprons at various locations; asphalt surface removal and resurfacing the asphalt pavement; and placement of pavement markings and street signage.

Recommendation: We recommend approval of the intergovernmental grant agreement 20-203211 with the Illinois Department of Commerce and Economic Opportunity (DCEO).

Attachments:

Resolution R-80-21
Exhibit A – Uniform Grant Budget
Exhibit B – Intergovernmental Grant Agreement

CITY OF DES PLAINES

RESOLUTION R - 80 - 21

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
GRANT AGREEMENT WITH THE STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC
OPPORTUNITY.**

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 has been awarded a grant from the State of Illinois Department of Commerce and Economic Opportunity ("**DCEO**") in the amount of \$2,000,000.00 ("**Grant**") to resurface pavement and upgrade ADA sidewalk ramp crossings on Algonquin Road from Wolf Road to River Road ("**Work**"), which Work is eligible for the Grant; and

WHEREAS, in order to receive the Grant, the City must execute a Notice of Grant Award and Uniform Grant Budget ("**Grant Budget**") and an intergovernmental grant agreement with the DCEO ("**Agreement**"); and

WHEREAS, it is in the best interest of the City to approve and authorize the execution of the Grant Budget and Agreement;

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 the findings of the City Council.

SECTION 2: APPROVAL OF GRANT BUDGET. The City Council hereby approves the Grant Budget substantially in the form attached as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE GRANT BUDGET. The City Council hereby authorizes the Mayor and the Director of Finance, if necessary and applicable, to execute and seal, on behalf of the City, the final Grant Budget.

SECTION 4: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement substantially in the form attached as **Exhibit B**, and in a final form approved by the General Counsel.

SECTION 5: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes the Mayor and the Assistant Director of Public Works and Engineering, if necessary and applicable, to execute and seal, on behalf of the City, the final Agreement.

SECTION 6: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving DCEO Grant for Algonquin Rd Resurfacing and ADA Ramp Crossings

State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2021
Grantee:	City of Des Plaines	DUNS Number:	74399668
NOFO Number:		Grant Number:	20-203211
CSFA Description:			

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested

\$2,000,000.00

Budget Expenditure Categories

1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	\$2,000,000.00	
1217 EQUIPMENT/MATERIAL/LABOR		\$28,150.00
1219 PAVING/CONCRETE/MASONRY		\$1,971,850.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$2,000,000.00	\$2,000,000.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text"/> %		
Base: <input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$2,000,000.00	\$2,000,000.00

Detail

Summary

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. ☐ Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. ☐ Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. ☐ Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:

Grantee:

City of Des Plaines

NOFO Number:

0

Grant Number:

20-203211

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization:	City of Des Plaines	Institution/Organization:	City of Des plaines
Signature:		Signature:	
Printed Name:	Matthew Bogusz	Printed Name:	Dorothy Wisniewski
Title:	Mayor	Title:	Finance Director
Phone:	847-391-5301	Phone:	
Date:		Date:	

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

AND

City of Des Plaines

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and City of Des Plaines (Grantee), with its principal office at 1420 MINER ST, Des Plaines, IL 60016-4484, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 074399668 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 366005849 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Pharmacy-Non Corporate
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt
<input type="checkbox"/> Corporation (includes Not For Profit)	<input type="checkbox"/> Limited Liability Company (select applicable tax classification)
<input type="checkbox"/> Medical Corporation	<input type="checkbox"/> P = partnership
<input checked="" type="checkbox"/> Governmental Unit	<input type="checkbox"/> C = corporation
<input type="checkbox"/> Estate or Trust	

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed \$2,000,000.00 of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic

State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2021 / 2 2 20

Page 1 of 48

Assistance (CFDA) Name is **N/A** and Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758. The State Award Identification Number is 1758-25203.

1.4. Term. This Agreement shall be effective on **04/01/2021** and shall expire on **03/31/2023**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

CITY OF DES PLAINES

By: _____
Signature of Sylvia I. Garcia, Acting Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Matthew Bogusz

Printed Title: Mayor

Date: _____

Email: MBogusz@desplaines.org

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 III. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“Award” has the same meaning as in 44 III. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 III. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 III. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 III. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 III. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 III. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the state of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by

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Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended

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before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal

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year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time,

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if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) **Formal agreements** with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the

debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in

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compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

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10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for

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any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

ARTICLE XV

AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

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(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
STRUCTURAL REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor

require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or

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signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly, and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the residents of the City of Des Plaines in Cook County.

The Algonquin Road corridor is a public roadway that serves a vital east-west travel route through the City of Des Plaines for multiple modes of transportation, including motorists, public transportation, bicyclists and pedestrians. Situated within and adjacent to the project limits are various public and private facilities, including residential homes, restaurants, retail stores, professional offices, day care centers, public schools, churches, and other community centers.

This Grant-funded project will include a portion of the costs associated with various roadway improvements within the right-of-way on Algonquin Road from Wolf Road to Des Plaines River Road in the City of Des Plaines. The intersections of Graceland Avenue and Lee Street are omitted from the Grant funds due to IDOT jurisdiction over these two streets. Grant funds will include the removal and replacement of concrete curbs and gutters, the removal and replacement of concrete sidewalks, and the reconstruction of the curbs at the sidewalk ramps in order to upgrade to ADA-compliance. Grant funds will also include the resurfacing of deteriorated pavement, milling, and repaving of the asphalt pavement as well as the purchase and installation of detectable warnings and street signage.

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

- **Equipment/Material/Labor** - to include costs associated with the purchase and installation of detectable warnings and street signage.
- **Paving/Concrete/Masonry** - to include costs associated with the removal and purchase of concrete; paving materials; markings; and related appurtenances for the replacement of concrete curbs, gutters, sidewalks; ramps; and roadway resurfacing to include ADA-compliance.

Completion of this project will benefit the public by making the corridor safer and more accessible to pedestrians and bicyclists.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

PAYMENT

Grantee shall receive \$2,000,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Variable Advance/Remainder based on cash needs/reimbursement (25% Advance)

The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Award Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (**Exhibit A**), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (**Exhibit A**), any costs incurred prior to the Award Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the Project Description (**Exhibit A**) and Deliverables or Milestones (**Exhibit B**). Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address.

GRANTOR CONTACT

Name: Heather Harrison
 Title: Grant Manager
 Address: 500 E Monroe St
 Springfield, IL 62701
 Phone: 217-785-9968
 TTY#: (800) 785-6055
 Fax#: N/A
 Email Address: Heather.Harrison@Illinois.gov

GRANTEE CONTACT

Name: Jon Duddles
 Title: Assistant Director of Public Works and Engineering
 Address: 1420 MINER ST
 Des Plaines, IL 60016-4484
 Phone: 847-391-5390
 TTY#: N/A
 Fax#: 847-391-5619
 Email Address: jduddles@desplaines.org
 Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee: Jon Duddles
 Authorized Designee Title: Assistant Director of Public Works and Engineering
 Authorized Designee Phone: 847-391-5390
 Authorized Designee Email: jduddles@desplaines.org

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
 Authorized Designee Title: _____
 Authorized Designee Phone: _____
 Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland
Email: michael.bland@illinois.gov
Phone: 217-782-9991
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

EXHIBIT F

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.302:

ICQ Section:	03 - Financial and Regulatory Reporting (2 CFR 200.327)
Conditions:	Requires more detailed reporting;
Timeframe:	One year.

There were no conditions resulting from the Merit-Based Review.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXIX ADDITIONAL MONITORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXX ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXXI ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII ADDITIONAL REPRESENTATIONS AND WARRANTIES

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to Article XVI herein and any applicable rules.

ARTICLE XXXIII

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.7, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.7.

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the

sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

ARTICLE XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

ARTICLE XXXVII APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information.

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Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (Article XVI), (b) Modifications, Management Waivers or Term Extensions (Article XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. **Compliance With Applicable Law.** The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

ARTICLE XL REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to Article XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

May 2021

- Monthly Periodic Financial Report (05/31/2021) - Covering Period of 04/01/2021 - 04/30/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (05/31/2021) - Covering Period of 04/01/2021 - 04/30/2021; Send To: Grant Manager

June 2021

- Quarterly Illinois Works Apprenticeship Report (06/30/2021) - Covering Period of 04/01/2021 - 05/31/2021; Send To: Grant Manager
- Monthly Periodic Financial Report (06/30/2021) - Covering Period of 05/01/2021 - 05/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (06/30/2021) - Covering Period of 05/01/2021 - 05/31/2021; Send To: Grant Manager

July 2021

- Monthly Periodic Financial Report (07/30/2021) - Covering Period of 06/01/2021 - 06/30/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (07/30/2021) - Covering Period of 06/01/2021 - 06/30/2021; Send To: Grant Manager

August 2021

- Monthly Periodic Financial Report (08/30/2021) - Covering Period of 07/01/2021 - 07/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (08/30/2021) - Covering Period of 07/01/2021 - 07/31/2021; Send To: Grant Manager

September 2021

- Monthly Periodic Financial Report (09/30/2021) - Covering Period of 08/01/2021 - 08/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (09/30/2021) - Covering Period of 08/01/2021 - 08/31/2021; Send To: Grant Manager

November 2021

- Monthly Periodic Financial Report (11/01/2021) - Covering Period of 09/01/2021 - 09/30/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (11/01/2021) - Covering Period of 09/01/2021 - 09/30/2021; Send To: Grant Manager
- Monthly Periodic Financial Report (11/30/2021) - Covering Period of 10/01/2021 - 10/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (11/30/2021) - Covering Period of 10/01/2021 - 10/31/2021; Send To: Grant Manager

December 2021

- Monthly Periodic Financial Report (12/30/2021) - Covering Period of 11/01/2021 - 11/30/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (12/30/2021) - Covering Period of 11/01/2021 - 11/30/2021; Send To: Grant Manager

January 2022

- Monthly Periodic Financial Report (01/31/2022) - Covering Period of 12/01/2021 - 12/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (01/31/2022) - Covering Period of 12/01/2021 - 12/31/2021; Send To: Grant Manager

March 2022

- Monthly Periodic Financial Report (03/02/2022) - Covering Period of 01/01/2022 - 01/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (03/02/2022) - Covering Period of 01/01/2022 - 01/31/2022; Send To: Grant Manager
- Monthly Periodic Financial Report (03/30/2022) - Covering Period of 02/01/2022 - 02/28/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (03/30/2022) - Covering Period of 02/01/2022 - 02/28/2022; Send To: Grant Manager

May 2022

- Monthly Periodic Financial Report (05/02/2022) - Covering Period of 03/01/2022 - 03/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (05/02/2022) - Covering Period of 03/01/2022 - 03/31/2022; Send To: Grant Manager
- Monthly Periodic Financial Report (05/30/2022) - Covering Period of 04/01/2022 - 04/30/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (05/30/2022) - Covering Period of 04/01/2022 - 04/30/2022; Send To: Grant Manager

June 2022

- Monthly Periodic Financial Report (06/30/2022) - Covering Period of 05/01/2022 - 05/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (06/30/2022) - Covering Period of 05/01/2022 - 05/31/2022; Send To: Grant Manager

August 2022

- Monthly Periodic Financial Report (08/01/2022) - Covering Period of 06/01/2022 - 06/30/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (08/01/2022) - Covering Period of 06/01/2022 - 06/30/2022; Send To: Grant Manager
- Monthly Periodic Financial Report (08/30/2022) - Covering Period of 07/01/2022 - 07/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (08/30/2022) - Covering Period of 07/01/2022 - 07/31/2022; Send To: Grant Manager

September 2022

- Monthly Periodic Financial Report (09/30/2022) - Covering Period of 08/01/2022 - 08/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (09/30/2022) - Covering Period of 08/01/2022 - 08/31/2022; Send To: Grant Manager

October 2022

- Monthly Periodic Financial Report (10/31/2022) - Covering Period of 09/01/2022 - 09/30/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (10/31/2022) - Covering Period of 09/01/2022 - 09/30/2022; Send To: Grant Manager

November 2022

- Monthly Periodic Financial Report (11/30/2022) - Covering Period of 10/01/2022 - 10/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (11/30/2022) - Covering Period of 10/01/2022 - 10/31/2022; Send To: Grant Manager

December 2022

- Monthly Periodic Financial Report (12/30/2022) - Covering Period of 11/01/2022 - 11/30/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (12/30/2022) - Covering Period of 11/01/2022 - 11/30/2022; Send To: Grant Manager

January 2023

- Monthly Periodic Financial Report (01/30/2023) - Covering Period of 12/01/2022 - 12/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (01/30/2023) - Covering Period of 12/01/2022 - 12/31/2022; Send To: Grant Manager

March 2023

- Monthly Periodic Financial Report (03/02/2023) - Covering Period of 01/01/2023 - 01/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (03/02/2023) - Covering Period of 01/01/2023 - 01/31/2023; Send To: Grant Manager
- Monthly Periodic Financial Report (03/30/2023) - Covering Period of 02/01/2023 - 02/28/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (03/30/2023) - Covering Period of 02/01/2023 - 02/28/2023; Send To: Grant Manager

May 2023

- Monthly Periodic Financial Report (05/01/2023) - Covering Period of 03/01/2023 - 03/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (05/01/2023) - Covering Period of 03/01/2023 - 03/31/2023; Send To: Grant Manager
- End of grant Apprenticeship Certification (05/30/2023) - Covering Period of 04/01/2021 - 03/31/2023; Send To: Grant Manager
- End of grant Closeout Financial Report (05/30/2023) - Covering Period of 04/01/2021 - 03/31/2023; Send To: Grant Manager
- End of grant Closeout Performance Report (05/30/2023) - Covering Period of 04/01/2021 - 03/31/2023; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY

SIGN-OFF

SIGN-OFF

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2021 / 2 2 20
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		RECEIVED	OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
_____	Illinois Dept. of Natural Resources	_____	_____
_____	Illinois Environmental Protection Agency	_____	_____
<u> X </u>	NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor’s Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

41.6. Compliance with Business Enterprise Program. Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.7 Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor’s regularly employed non-resident executive and technical experts.

ARTICLE XLII

BOND FUNDED GENERAL GRANT PROVISIONS

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 22, 2021

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

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

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

Subject: Bid Award - 2021 Capital Improvement Program (CIP) Contract A Street and Utility Improvements

Issue: Bids for the 2021 CIP Street and Utility Improvements, Contract A were opened on April 13, 2021.

Analysis: The scope of work includes installation of new water main and water services, repairs and replacement of miscellaneous storm and sanitary sewers, pavement or pavement and base replacement, replacement or construction of new curb and gutter, driveway apron replacement, replacement or construction of new sidewalk, regrading of parkways, and miscellaneous landscaping restoration at the following locations:

LOCATION	LIMITS	ACTIVITY
Church St	Bellaire Av to Good Av	Reconstruction 12" Water Main Storm Sewer
Danbury Ln	Dover Dr to Roxbury Ln	Rehabilitation 8" Water Main
Forest Av	Margret St to Lee St	Rehabilitation 8" Water Main
Margret St	Forest Av to Wicke Av	Rehabilitation 8" Water Main
Mark Av	Wolf Rd to Madelyn Dr	Rehabilitation 8" Water Main
Woodland Av	River Rd to East End	Reconstruction 8" Water Main Storm Sewer

Following are the bid results:

BIDDER	BID AMOUNT
John Neri Construction Company, Inc	\$4,379,262.50
Copenhaver Construction, Inc	\$4,509,842.00
A Lamp Concrete Contractors, Inc	\$4,525,994.54
DiMeo Brothers, Inc	\$4,594,771.00
Martam Construction, Inc	\$4,595,949.20
Bolder Contractors, Inc	\$4,648,640.00
Mauro Sewer Construction, Inc	\$4,789,647.00

The Engineer's Estimate was \$4,702,486.00.

Recommendation: References supplied by John Neri Construction Company, Inc are favorable. We recommend award of the 2021 CIP Contract A - Street and Utility Improvements project to John Neri Construction Company, Inc, 770 Factory Rd, Addison, IL 60101 in the amount of \$4,379,262.50. Funding source would be the Capital Projects Fund and Water Fund.

Attachments:

Attachment 1 - Bid Tabulation

Resolution R-81-21

Exhibit A - Contract

County: Cook					Date: 4/13/2021		Name of Bidder:		John Neri Construction Co, Inc		Copenhaver Construction, Inc		A Lamp Concrete Contractors, Inc		DiMeco Brothers, Inc		Martam Construction, Inc		Bolder Contractors, Inc		Mauro Sewer Construction, Inc	
Local Agency: Des Plaines					Time: 10:00 AM		Address of Bidder:		770 Factory Road		75 Koppie Drive		1900 Wright Boulevard		720 Richard Lane		1200 Gasket Drive		316 Cary Point Drive		1251 Redeker Road	
Section: 2021 CIP - CONTRACT A - STREET AND UTILITY IMPROVEMENTS									Addison, IL 60101		Gilberts, IL 60136		Schaumburg, IL 60193		Elk Grove, IL 60007		Elgin, IL 60120		Cary, IL 60013		Des Plaines, IL 60016	
Estimate:					\$4,702,486.00																	
Attended By: Jon Duddles							Terms:															
							Approved Engineer's Estimate															
Item No.	Item		Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE TRUNK PROTECTION		EACH	168	\$100.00	\$16,800.00	\$5.00	\$840.00	\$100.00	\$16,800.00	\$50.00	\$8,400.00	\$135.00	\$22,680.00	\$100.00	\$16,800.00	\$100.00	\$16,800.00	\$150.00	\$25,200.00		
2	TREE ROOT PRUNING		EACH	168	\$110.00	\$18,480.00	\$5.00	\$840.00	\$95.00	\$15,960.00	\$50.00	\$8,400.00	\$125.00	\$21,000.00	\$100.00	\$16,800.00	\$70.00	\$11,760.00	\$105.00	\$17,640.00		
3	TREE REMOVAL (6 TO 15 INCH DIAMETER)		INCH-DIA	131	\$50.00	\$6,550.00	\$32.00	\$4,192.00	\$19.00	\$2,489.00	\$40.00	\$5,240.00	\$45.00	\$5,895.00	\$32.00	\$4,192.00	\$17.00	\$2,227.00	\$30.00	\$3,930.00		
4	TREE REMOVAL (OVER 15 INCH DIAMETER)		INCH-DIA	88	\$70.00	\$6,160.00	\$36.00	\$3,168.00	\$31.00	\$2,728.00	\$45.00	\$3,960.00	\$55.00	\$4,840.00	\$35.00	\$3,080.00	\$29.00	\$2,552.00	\$50.00	\$4,400.00		
5	EXPLORATION TRENCH		FOOT	1010	\$25.00	\$25,250.00	\$0.10	\$101.00	\$10.00	\$10,100.00	\$1.00	\$1,010.00	\$2.00	\$2,020.00	\$30.00	\$30,300.00	\$10.00	\$10,100.00	\$25.00	\$25,250.00		
6	TEMPORARY AGGREGATE, CA-6		TON	1150	\$15.00	\$17,250.00	\$0.10	\$115.00	\$32.00	\$36,800.00	\$1.00	\$1,150.00	\$6.00	\$6,900.00	\$20.00	\$23,000.00	\$0.01	\$11.50	\$25.00	\$28,750.00		
7	TRENCH BACKFILL		CU YD	7140	\$25.00	\$178,500.00	\$0.01	\$71.40	\$22.00	\$157,080.00	\$1.00	\$7,140.00	\$15.00	\$107,100.00	\$45.00	\$321,300.00	\$12.00	\$85,680.00	\$14.00	\$99,960.00		
8	WATER MAIN, 6" DUCTILE IRON PIPE, CL 52		FOOT	278	\$125.00	\$34,750.00	\$145.00	\$40,310.00	\$75.00	\$20,850.00	\$135.00	\$37,530.00	\$125.00	\$34,750.00	\$84.00	\$23,352.00	\$150.00	\$41,700.00	\$88.00	\$24,464.00		
9	WATER MAIN, 8" DUCTILE IRON PIPE, CL 52		FOOT	3887	\$135.00	\$524,745.00	\$155.00	\$602,485.00	\$87.00	\$338,169.00	\$140.00	\$544,180.00	\$138.00	\$536,406.00	\$86.00	\$334,282.00	\$165.00	\$641,355.00	\$120.00	\$466,440.00		
10	WATER MAIN, 12" DUCTILE IRON PIPE, CL 52		FOOT	1310	\$155.00	\$203,050.00	\$170.00	\$222,700.00	\$100.00	\$131,000.00	\$160.00	\$209,600.00	\$180.00	\$235,800.00	\$102.00	\$133,620.00	\$180.00	\$235,800.00	\$150.00	\$196,500.00		
11	WATER MAIN FITTINGS, RESTRAINED JOINT		POUND	16080	\$2.00	\$32,160.00	\$0.01	\$160.80	\$6.25	\$100,500.00	\$0.01	\$160.80	\$1.00	\$16,080.00	\$6.00	\$96,480.00	\$0.01	\$160.80	\$2.00	\$32,160.00		
12	WATER MAIN, 8" HDPE, DIRECTIONAL DRILL		FOOT	758	\$130.00	\$98,540.00	\$135.00	\$102,330.00	\$140.00	\$106,120.00	\$165.00	\$125,070.00	\$125.00	\$94,750.00	\$125.00	\$94,750.00	\$190.00	\$144,020.00	\$150.00	\$113,700.00		
13	WATER MAIN FITTINGS, HDPE TO DIP RESTRAINED JOINT		EACH	12	\$4.00	\$48.00	\$250.00	\$3,000.00	\$440.00	\$5,280.00	\$400.00	\$4,800.00	\$400.00	\$4,800.00	\$300.00	\$3,600.00	\$300.00	\$1,200.00	\$1,050.00	\$132,000.00		
14	GATE VALVE 8" IN VAULT 4' DIA, ROUND FRAME CLOSED LID		EACH	22	\$4,500.00	\$99,000.00	\$4,800.00	\$105,600.00	\$4,166.00	\$91,652.00	\$4,500.00	\$99,000.00	\$4,500.00	\$99,000.00	\$4,800.00	\$105,600.00	\$7,000.00	\$154,000.00	\$6,000.00	\$132,000.00		
15	GATE VALVE 12" IN VAULT 5' DIA, ROUND FRAME CLOSED LID		EACH	6	\$5,400.00	\$32,400.00	\$6,500.00	\$39,000.00	\$5,882.00	\$35,292.00	\$5,500.00	\$33,000.00	\$5,250.00	\$31,500.00	\$7,000.00	\$42,000.00	\$9,000.00	\$54,000.00	\$9,000.00	\$54,000.00		
16	CASING PIPE, 16 INCH		FOOT	40	\$170.00	\$6,800.00	\$350.00	\$14,000.00	\$137.00	\$5,480.00	\$200.00	\$8,000.00	\$750.00	\$30,000.00	\$120.00	\$4,800.00	\$700.00	\$28,000.00	\$650.00	\$26,000.00		
17	CASING SPACERS		EACH	6	\$250.00	\$1,500.00	\$250.00	\$1,500.00	\$165.00	\$990.00	\$250.00	\$1,500.00	\$225.00	\$1,350.00	\$150.00	\$900.00	\$300.00	\$1,800.00	\$250.00	\$1,500.00		
18	ABANDON EXISTING VALVE AND VAULT		EACH	14	\$200.00	\$2,800.00	\$400.00	\$5,600.00	\$600.00	\$8,400.00	\$400.00	\$5,600.00	\$150.00	\$2,100.00	\$600.00	\$8,400.00	\$500.00	\$7,000.00	\$300.00	\$4,200.00		
19	FIRE HYDRANT REMOVAL		EACH	13	\$500.00	\$6,500.00	\$600.00	\$7,800.00	\$1,100.00	\$14,300.00	\$650.00	\$8,450.00	\$300.00	\$3,900.00	\$800.00	\$10,400.00	\$500.00	\$6,500.00	\$450.00	\$5,850.00		
20	FIRE HYDRANT AND AUXILIARY VALVE		EACH	23	\$5,800.00	\$133,400.00	\$6,200.00	\$142,600.00	\$6,700.00	\$154,100.00	\$6,500.00	\$149,500.00	\$6,000.00	\$138,000.00	\$6,100.00	\$140,300.00	\$9,000.00	\$207,000.00	\$7,200.00	\$165,600.00		
21	WATER SERVICE LINE, 1 1/2 INCH		FOOT	3370	\$5.00	\$16,850.00	\$0.10	\$337.00	\$56.00	\$188,720.00	\$1.00	\$3,370.00	\$12.00	\$40,440.00	\$35.00	\$117,950.00	\$11.00	\$37,070.00	\$35.00	\$117,950.00		
22	WATER SERVICE SADDLE, 1 1/2 INCH		EACH	113	\$450.00	\$50,850.00	\$500.00	\$56,500.00	\$305.00	\$34,465.00	\$525.00	\$59,325.00	\$250.00	\$28,250.00	\$150.00	\$16,950.00	\$100.00	\$11,300.00	\$500.00	\$56,500.00		
23	CORPORATION STOP, 1 1/2 INCH		EACH	113	\$900.00	\$101,700.00	\$1,250.00	\$141,250.00	\$525.00	\$59,325.00	\$850.00	\$96,050.00	\$1,250.00	\$141,250.00	\$1,600.00	\$180,800.00	\$1,500.00	\$169,500.00	\$500.00	\$56,500.00		
24	CURB STOP, 1 1/2 INCH		EACH	113	\$925.00	\$104,525.00	\$850.00	\$96,050.00	\$440.00	\$49,720.00	\$1,100.00	\$124,300.00	\$1,500.00	\$169,500.00	\$1,100.00	\$124,300.00	\$250.00	\$28,250.00	\$500.00	\$56,500.00		
25	CURB BOX, 1 1/2 INCH		EACH	113	\$200.00	\$22,600.00	\$250.00	\$28,250.00	\$245.00	\$27,685.00	\$350.00	\$39,550.00	\$125.00	\$14,125.00	\$200.00	\$22,600.00	\$100.00	\$11,300.00	\$500.00	\$56,500.00		
26	WATER SERVICE LINE, 2 INCH		FOOT	180	\$8.00	\$1,440.00	\$10.00	\$1,800.00	\$74.00	\$13,320.00	\$50.00	\$9,000.00	\$20.00	\$3,600.00	\$55.00	\$9,900.00	\$50.00	\$9,000.00	\$50.00	\$9,000.00		
27	WATER SERVICE SADDLE, 2 INCH		EACH	3	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$490.00	\$1,470.00	\$600.00	\$1,800.00	\$450.00	\$1,350.00	\$250.00	\$750.00	\$400.00	\$1,200.00	\$1,000.00	\$3,000.00		
28	CORPORATION STOP, 2 INCH		EACH	3	\$925.00	\$2,775.00	\$1,800.00	\$5,400.00	\$625.00	\$1,875.00	\$850.00	\$2,550.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$3,500.00	\$10,500.00	\$1,000.00	\$3,000.00		
29	CURB STOP, 2 INCH		EACH	3	\$950.00	\$2,850.00	\$1,000.00	\$3,000.00	\$640.00	\$1,920.00	\$1,000.00	\$3,000.00	\$2,800.00	\$8,400.00	\$1,500.00	\$4,500.00	\$400.00	\$1,200.00	\$1,000.00	\$3,000.00		
30	CURB BOX, 2 INCH		EACH	3	\$225.00	\$675.00	\$750.00	\$2,250.00	\$655.00	\$1,965.00	\$1,250.00	\$3,750.00	\$200.00	\$600.00	\$200.00	\$600.00	\$200.00	\$600.00	\$1,000.00	\$3,000.00		
31	ADJUSTING WATER SERVICE LINES		FOOT	580	\$15.00	\$8,700.00	\$0.10	\$58.00	\$70.00	\$40,600.00	\$1.00	\$580.00	\$1.00	\$580.00	\$30.00	\$17,400.00	\$30.00	\$17,400.00	\$35.00	\$20,300.00		
32	ADJUST EXISTING CURB BOX		FOOT	31	\$130.00	\$4,030.00	\$0.10	\$3.10	\$80.00	\$2,480.00	\$250.00	\$7,750.00	\$100.00	\$3,100.00	\$300.00	\$9,300.00	\$110.00	\$3,410.00	\$180.00	\$4,650.00		
33	SANITARY MH TO BE ADJUSTED, NEW FRAME AND LID		EACH	27	\$1,200.00	\$32,400.00	\$50.00	\$1,350.00	\$640.00	\$17,280.00	\$600.00	\$16,200.00	\$1,000.00	\$27,000.00	\$900.00	\$24,300.00	\$700.00	\$18,900.00	\$850.00	\$22,950.00		
34	SANITARY SEWER LATERAL REPAIR, 6" REMOVE AND REPLACE - DIP		FOOT	102	\$20.00	\$2,040.00	\$75.00	\$7,650.00	\$130.00	\$13,260.00	\$80.00	\$8,160.00	\$12.00	\$1,224.00	\$265.00	\$27,030.00	\$100.00	\$10,200.00	\$60.00	\$6,120.00		
35	SANITARY SEWER LATERAL REPAIR, 6" REMOVE AND REPLACE - PVC		FOOT	102	\$15.00	\$1,530.00	\$65.00	\$6,630.00	\$120.00	\$12,240.00	\$60.00	\$6,120.00	\$12.00	\$1,224.00	\$265.00	\$27,030.00	\$100.00	\$10,200.00	\$40.00	\$4,080.00		
36	SAN																					

County: Cook				Date: 4/13/2021		Name of Bidder: John Neri Construction Co, Inc		Copenhagen Construction, Inc		A Lamp Concrete Contractors, Inc		DiMeo Brothers, Inc		Martam Construction, Inc		Bolder Contractors, Inc		Mauro Sewer Construction, Inc	
Local Agency: Des Plaines				Time: 10:00 AM		Address of Bidder: 770 Factory Road		75 Koppie Drive		1900 Wright Boulevard		720 Richard Lane		1200 Gasket Drive		316 Cary Point Drive		1251 Redeker Road	
Section: 2021 CIP - CONTRACT A - STREET AND UTILITY IMPROVEMENTS						Addison, IL 60101		Gilberts, IL 60136		Schaumburg, IL 60193		Elk Grove, IL 60007		Elgin, IL 60120		Cary, IL 60013		Des Plaines, IL 60016	
Estimate: \$4,702,486.00																			
Attended By: Jon Duddles						Terms:													
						Approved Engineer's Estimate													
Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
74	PREPARATION OF BASE	SQ YD	8570	\$5.00	\$42,850.00	\$1.75	\$14,997.50	\$2.00	\$17,140.00	\$1.00	\$8,570.00	\$3.00	\$25,710.00	\$1.50	\$12,855.00	\$1.35	\$11,569.50	\$3.00	\$25,710.00
75	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	7900	\$2.00	\$15,800.00	\$1.75	\$13,825.00	\$1.40	\$11,060.00	\$1.00	\$7,900.00	\$3.00	\$23,700.00	\$1.00	\$7,900.00	\$1.50	\$11,850.00	\$2.00	\$15,800.00
76	PAVEMENT PATCHING, CLASS D, TYPE 1, 6"	SQ YD	900	\$85.00	\$76,500.00	\$1.00	\$900.00	\$32.00	\$28,800.00	\$65.00	\$58,500.00	\$46.00	\$41,400.00	\$54.00	\$48,600.00	\$30.00	\$27,000.00	\$50.00	\$45,000.00
77	PAVEMENT PATCHING, CLASS B, TYPE 1, 9"	SQ YD	200	\$70.00	\$14,000.00	\$5.00	\$1,000.00	\$69.00	\$13,800.00	\$125.00	\$25,000.00	\$85.00	\$17,000.00	\$135.00	\$27,000.00	\$95.00	\$19,000.00	\$100.00	\$20,000.00
78	AGGREGATE BASE COURSE, TYPE B, 8"	SQ YD	7880	\$10.00	\$78,800.00	\$9.25	\$72,890.00	\$11.40	\$89,832.00	\$9.35	\$73,678.00	\$14.00	\$110,320.00	\$8.00	\$63,040.00	\$12.00	\$94,560.00	\$12.00	\$94,560.00
79	BITUMINOUS MATERIAL (PRIME COAT)	GALLON	5220	\$5.00	\$26,100.00	\$0.01	\$52.20	\$0.10	\$522.00	\$0.01	\$52.20	\$0.10	\$522.00	\$0.01	\$52.20	\$0.01	\$52.20	\$1.00	\$5,220.00
80	AGGREGATE (PRIME COAT)	TON	29	\$2.00	\$58.00	\$1.00	\$29.00	\$1.00	\$29.00	\$0.01	\$0.29	\$10.00	\$290.00	\$1.00	\$29.00	\$1.00	\$29.00	\$3.00	\$87.00
81	LONGITUDINAL JOINT SEALER	FOOT	5950	\$3.00	\$17,850.00	\$3.00	\$17,850.00	\$4.00	\$23,800.00	\$3.50	\$20,825.00	\$3.00	\$17,850.00	\$3.00	\$17,850.00	\$2.50	\$14,875.00	\$4.00	\$23,800.00
82	LEVELING BINDER (HAND METHOD), N50	TON	1150	\$90.00	\$103,500.00	\$1.00	\$1,150.00	\$103.00	\$118,450.00	\$175.00	\$201,250.00	\$85.00	\$97,750.00	\$1.00	\$1,150.00	\$50.00	\$57,500.00	\$40.00	\$46,000.00
83	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50, 4"	TON	3880	\$80.00	\$310,400.00	\$73.50	\$285,180.00	\$71.00	\$275,480.00	\$75.00	\$291,000.00	\$70.00	\$271,600.00	\$72.00	\$279,360.00	\$67.00	\$259,960.00	\$73.00	\$283,240.00
84	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50, 2"	TON	1990	\$90.00	\$179,100.00	\$82.00	\$163,180.00	\$80.00	\$159,200.00	\$74.00	\$147,260.00	\$80.00	\$159,200.00	\$83.00	\$165,170.00	\$76.00	\$151,240.00	\$77.00	\$153,230.00
85	DRIVEWAY HMA SURFACE COURSE REMOVAL AND REPLACEMENT	SQ YD	405	\$80.00	\$32,400.00	\$56.00	\$22,680.00	\$46.00	\$18,630.00	\$45.00	\$18,225.00	\$50.00	\$20,250.00	\$47.00	\$19,035.00	\$45.00	\$18,225.00	\$40.00	\$16,200.00
86	THERMOPLASTIC PVMT, MARKING LINE, 4-INCH	FOOT	2130	\$3.00	\$6,390.00	\$2.00	\$4,260.00	\$1.50	\$3,195.00	\$1.35	\$2,875.50	\$2.00	\$4,260.00	\$1.50	\$3,195.00	\$1.00	\$2,130.00	\$4.00	\$8,520.00
87	THERMOPLASTIC PVMT, MARKING LINE, 6-INCH	FOOT	360	\$5.00	\$1,800.00	\$3.50	\$1,260.00	\$3.00	\$1,080.00	\$1.95	\$702.00	\$4.00	\$1,440.00	\$2.00	\$720.00	\$2.00	\$720.00	\$6.00	\$2,160.00
88	THERMOPLASTIC PVMT, MARKING LINE, 24-INCH	FOOT	245	\$150.00	\$36,750.00	\$14.00	\$3,430.00	\$9.00	\$2,205.00	\$7.15	\$1,751.75	\$12.00	\$2,940.00	\$8.00	\$1,960.00	\$15.00	\$3,675.00	\$20.00	\$4,900.00
89	REMOVE SIGN PANEL ASSEMBLY	EACH	65	\$100.00	\$6,500.00	\$40.00	\$2,600.00	\$20.00	\$1,300.00	\$100.00	\$6,500.00	\$275.00	\$17,875.00	\$50.00	\$3,250.00	\$65.00	\$4,225.00	\$30.00	\$1,950.00
90	TELESCOPING STEEL SIGN SUPPORT	FOOT	952	\$20.00	\$19,040.00	\$11.50	\$10,948.00	\$18.00	\$17,136.00	\$15.00	\$14,280.00	\$25.00	\$23,800.00	\$10.00	\$9,520.00	\$15.00	\$14,280.00	\$14.00	\$13,328.00
91	SIGN PANEL, TYPE 1	SQ FT	364	\$30.00	\$10,920.00	\$22.00	\$8,008.00	\$20.00	\$7,280.00	\$25.00	\$9,100.00	\$15.00	\$5,460.00	\$20.00	\$7,280.00	\$26.00	\$9,464.00	\$22.00	\$8,008.00
92	GRADING AND SHAPING PARKWAYS	SQ YD	7400	\$5.00	\$37,000.00	\$5.00	\$37,000.00	\$1.00	\$7,400.00	\$3.00	\$22,200.00	\$5.00	\$37,000.00	\$12.00	\$88,800.00	\$2.00	\$14,800.00	\$10.00	\$74,000.00
93	GRADING AND SHAPING DITCHES	FOOT	200	\$30.00	\$6,000.00	\$12.00	\$2,400.00	\$65.00	\$13,000.00	\$10.00	\$2,000.00	\$25.00	\$5,000.00	\$15.00	\$3,000.00	\$8.00	\$1,600.00	\$35.00	\$7,000.00
94	TOPSOIL PLACEMENT 4" & SODDING	SQ YD	13600	\$15.00	\$204,000.00	\$15.00	\$204,000.00	\$10.50	\$142,800.00	\$11.00	\$149,600.00	\$13.00	\$176,800.00	\$12.50	\$170,000.00	\$9.50	\$129,200.00	\$15.00	\$204,000.00
95	TOPSOIL PLACEMENT 4" & SEEDING WITH STRAW BLANKET	SQ YD	1500	\$12.00	\$18,000.00	\$12.00	\$18,000.00	\$6.00	\$9,000.00	\$8.00	\$9,500.00	\$9.00	\$13,500.00	\$9.50	\$14,250.00	\$8.00	\$12,000.00	\$12.00	\$18,000.00
96	CONTRACTOR FURNISHED CONSTRUCTION LAYOUT	LUMP SUM	1	\$400,000.00	\$400,000.00	\$75,000.00	\$75,000.00	\$47,000.00	\$47,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$70,000.00	\$70,000.00	\$80,000.00	\$80,000.00
97	PORTABLE TOILETS	EA CAL MO	13	\$200.00	\$2,600.00	\$200.00	\$2,600.00	\$165.00	\$2,145.00	\$200.00	\$2,600.00	\$200.00	\$2,600.00	\$250.00	\$3,250.00	\$200.00	\$2,600.00	\$500.00	\$6,500.00
98	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1	\$80,000.00	\$80,000.00	\$360,731.00	\$360,731.00	\$541,670.00	\$541,670.00	\$300,000.00	\$300,000.00	\$148,000.00	\$148,000.00	\$178,000.00	\$178,000.00	\$380,000.00	\$380,000.00	\$260,000.00	\$260,000.00
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER																			
0	INSERTION VALVE, 6" WITH VALVE BOX	EACH	0	\$0.00	\$0.00	\$9,500.00	\$0.00	\$8,200.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$12,000.00	\$0.00	\$20,000.00	\$0.00	\$9,500.00	\$0.00
0	CASING PIPE, WATER SERVICE, 4 INCH	FOOT	0	\$0.00	\$0.00	\$80.00	\$0.00	\$160.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$120.00	\$0.00	\$200.00	\$0.00	\$50.00	\$0.00
0	SANITARY MH TO BE RECONSTRUCTED, NEW FRAME AND LID	EACH	0	\$0.00	\$0.00	\$2,500.00	\$0.00	\$850.00	\$0.00	\$0.00	\$0.00	\$1,750.00	\$0.00	\$2,100.00	\$0.00	\$4,000.00	\$0.00	\$2,500.00	\$0.00
0	SMH, DMH, CB, VV TO BE ADJUSTED, SALVAGED FRAME AND LID	EACH	0	\$0.00	\$0.00	\$500.00	\$0.00	\$390.00	\$0.00	\$0.00	\$0.00	\$950.00	\$0.00	\$900.00	\$0.00	\$900.00	\$0.00	\$550.00	\$0.00
0	INLET TY-A, 2-DIA, CURB FRAME AND GRATE	EACH	0	\$0.00	\$0.00	\$2,750.00	\$0.00	\$1,150.00	\$0.00	\$0.00	\$0.00	\$1,750.00	\$0.00	\$1,800.00	\$0.00	\$4,000.00	\$0.00	\$2,000.00	\$0.00
0	STORM SEWER, 12" PVC SDR 26	FOOT	0	\$0.00	\$0.00	\$125.00	\$0.00	\$88.00	\$0.00	\$0.00	\$0.00	\$88.00	\$0.00	\$78.00	\$0.00	\$250.00	\$0.00	\$75.00	\$0.00
0	EARTH EXCAVATION	CU YD	0	\$0.00	\$0.00	\$50.00	\$0.00	\$42.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$63.00	\$0.00	\$90.00	\$0.00	\$75.00	\$0.00
0	GRANULAR EMBANKMENT	CU YD	0	\$0.00	\$0.00	\$60.00	\$0.00	\$48.00	\$0.00	\$0.00	\$0.00	\$35.00	\$0.00	\$54.00	\$0.00	\$90.00	\$0.00	\$65.00	\$0.00
0	POROUS GRANULAR EMBANKMENT	CU YD	0	\$0.00	\$0.00	\$72.00	\$0.00	\$46.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00	\$56.00	\$0.00	\$90.00	\$0.00	\$75.00	\$0.00
0	LEVELING BINDER (MACHINE METHOD), N50	TON	0	\$0.00	\$0.00	\$125.00	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$250.00	\$0.00	\$250.00	\$0.00	\$95.00	\$0.00
0	DRIVEWAY PAVEMENT REMOVAL & HMA REPLACEMENT	SQ YD	0	\$0.00	\$0.00	\$90.00	\$0.00	\$46.00	\$0.00	\$0.00	\$0.00	\$55.00	\$0.00	\$85.00	\$0.00	\$150.00	\$0.00	\$100.00	\$0.00
0	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON	SQ YD	0	\$0.00	\$0.00	\$100.00	\$0.00	\$90.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$225.00	\$0.00	\$400.00	\$0.00	\$100.00	\$0.00
Total Bid:				As Read:	\$4,379,262.50	\$4,509,842.00	\$4,525,994.54	\$4,594,771.01	\$4,595,949.20	\$4,648,640.00	\$4,789,647.00								
				As Calculated:	\$4,379,262.50	\$4,509,842.00	\$4,525,994.54	\$4,594,771.01	\$4,595,949.20	\$4,648,640.00	\$4,789,647.00								

CITY OF DES PLAINES

RESOLUTION R - 81 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
JOHN NERI CONSTRUCTION, INC. FOR THE 2021
CAPITAL IMPROVEMENT PROGRAM STREET AND
UTILITY IMPROVEMENTS, CONTRACT A.**

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 Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for the 2021 Capital Improvement Program Street and Utility Improvements, Contract A, which includes installation of new water main and water services, repairs and replacement of miscellaneous storm and sanitary sewers, pavement or pavement and base replacement, replacement or construction of new curb and gutter, driveway apron replacement, replacement or construction of new sidewalk, regrading of parkways, 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 13, 2021; and

WHEREAS, John Neri Construction, Inc. ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$4,379,262.50; 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 \$4,379,262.50 ("**Agreement**"); and

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

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

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

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form 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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with John Neri Const for 2021 CIP Contract A Street and Utility Improvements

CITY OF DES PLAINES



**CONTRACT FOR THE CONSTRUCTION
OF 2021 CIP – Contract A
Street and Utility 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 2021 CIP – Contract A**

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Contractor's Certification

Attachment 1:	Schedule of Prices
Attachment 2:	Supplemental Schedule of Contract Terms
Attachment 3:	Specifications
Attachment 4:	List of Drawings
Attachment 5:	Special Project Requirements

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2021 CIP – Contract A**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“*Owner*”), and **John Neri Construction Co, Inc, 770 Factory Road, Addison, IL 60101** a **Corporation** (“*Contractor*”), make this Contract as of May 3, 2021, 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: Michael Bartholomew

with a copy to:
Elrod Friedman, LLP
325 North La Salle Street, Suite 450
Chicago, Illinois 60654
Attention: Peter Friedman

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

John Neri Construction Co, Inc
770 Factory Road
Addison, IL 60101

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); 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 City a certified payroll on a monthly basis, in accordance with Section 5 of the Act. 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: Michael Bartholomew

Title: City Manager

Attest:

By: _____

Name: _____

Title: City Clerk

JOHN NERI CONSTRUCTION CO, INC

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR’S CERTIFICATION

_____ *[contractor’s executing officer]*,
being first duly sworn on oath, deposes and states that all statements herein made are made on
behalf of Contractor, that this deponent is authorized to make them, and that the statements
contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting
with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or
Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a
violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot
Act*”) or other statutes, orders, rules, and regulations of the United States government and its
various executive departments, agencies and offices related to the subject matter of the Patriot
Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20____.

JOHN NERI CONSTRUCTION CO, INC

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

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

My Commission expires: _____

Notary Public

(SEAL)

2021 CIP - CONTRACT A - STREET AND UTILITY IMPROVEMENTS
SCHEDULE OF PRICES

3/17/2021

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	TREE TRUNK PROTECTION	EACH	168	\$5.00	\$840.00
2	TREE ROOT PRUNING	EACH	168	\$5.00	\$840.00
3	TREE REMOVAL (6 TO 15 INCH DIAMETER)	INCH-DIA	131	\$32.00	\$4,192.00
4	TREE REMOVAL (OVER 15 INCH DIAMETER)	INCH-DIA	88	\$36.00	\$3,168.00
5	EXPLORATION TRENCH	FOOT	1,010	\$0.10	\$101.00
6	TEMPORARY AGGREGATE, CA-6	TON	1,150	\$0.10	\$115.00
7	TRENCH BACKFILL	CU YD	7,140	\$0.01	\$71.40
8	WATER MAIN, 6" DUCTILE IRON PIPE, CL 52	FOOT	278	\$145.00	\$40,310.00
9	WATER MAIN, 8" DUCTILE IRON PIPE, CL 52	FOOT	3,887	\$155.00	\$602,485.00
10	WATER MAIN, 12" DUCTILE IRON PIPE, CL 52	FOOT	1,310	\$170.00	\$222,700.00
11	WATER MAIN FITTINGS, RESTRAINED JOINT	POUND	16,080	\$0.01	\$160.80
12	WATER MAIN, 8" HDPE, DIRECTIONAL DRILL	FOOT	758	\$135.00	\$102,330.00
13	WATER MAIN FITTINGS, HDPE TO DIP RESTRAINED JOINT	EACH	12	\$250.00	\$3,000.00
14	GATE VALVE 8" IN VAULT 4' DIA, ROUND FRAME CLOSED LID	EACH	22	\$4,800.00	\$105,600.00
15	GATE VALVE 12" IN VAULT 5' DIA, ROUND FRAME CLOSED LID	EACH	6	\$6,500.00	\$39,000.00
16	CASING PIPE, 16 INCH	FOOT	40	\$350.00	\$14,000.00
17	CASING SPACERS	EACH	6	\$250.00	\$1,500.00
18	ABANDON EXISTING VALVE AND VAULT	EACH	14	\$400.00	\$5,600.00
19	FIRE HYDRANT REMOVAL	EACH	13	\$600.00	\$7,800.00
20	FIRE HYDRANT AND AUXILIARY VALVE	EACH	23	\$6,200.00	\$142,600.00
21	WATER SERVICE LINE, 1 1/2 INCH	FOOT	3,370	\$0.10	\$337.00
22	WATER SERVICE SADDLE, 1 1/2 INCH	EACH	113	\$500.00	\$56,500.00
23	CORPORATION STOP, 1 1/2 INCH	EACH	113	\$1,250.00	\$141,250.00
24	CURB STOP, 1 1/2 INCH	EACH	113	\$850.00	\$96,050.00
25	CURB BOX, 1 1/2 INCH	EACH	113	\$250.00	\$28,250.00
26	WATER SERVICE LINE, 2 INCH	FOOT	180	\$10.00	\$1,800.00
27	WATER SERVICE SADDLE, 2 INCH	EACH	3	\$500.00	\$1,500.00
28	CORPORATION STOP, 2 INCH	EACH	3	\$1,800.00	\$5,400.00
29	CURB STOP, 2 INCH	EACH	3	\$1,000.00	\$3,000.00
30	CURB BOX, 2 INCH	EACH	3	\$750.00	\$2,250.00
31	ADJUSTING WATER SERVICE LINES	FOOT	580	\$0.10	\$58.00
32	ADJUST EXISTING CURB BOX	FOOT	31	\$0.10	\$3.10
33	SANITARY MH TO BE ADJUSTED, NEW FRAME AND LID	EACH	27	\$50.00	\$1,350.00
34	SANITARY SEWER LATERAL REPAIR, 6" REMOVE AND REPLACE - DIP	FOOT	102	\$75.00	\$7,650.00
35	SANITARY SEWER LATERAL REPAIR, 6" REMOVE AND REPLACE - PVC	FOOT	102	\$65.00	\$6,630.00
36	SANITARY SEWER LATERAL REPAIR, 6" REMOVE AND REPLACE - WQP	FOOT	102	\$65.00	\$6,630.00
37	SANITARY SEWER WYE FITTINGS, ANY SIZE	EACH	1	\$500.00	\$500.00
38	SANITARY SEWER LATERAL, PVC FITTINGS	EACH	2	\$150.00	\$300.00
39	SANITARY SEWER REPAIR, 8", REMOVE AND REPLACE - PVC	FOOT	20	\$180.00	\$3,600.00
40	SANITARY SEWER REPAIR, 10", REMOVE AND REPLACE - PVC	FOOT	19	\$200.00	\$3,800.00
41	SANITARY SEWER REPAIR, 12", REMOVE AND REPLACE - PVC	FOOT	58	\$225.00	\$13,050.00
42	SANITARY SEWER REPAIR, 15", REMOVE AND REPLACE - PVC	FOOT	30	\$250.00	\$7,500.00
43	SANITARY SEWER LINING WITH CURED-IN-PLACE LINER, 8"	FOOT	1,069	\$46.00	\$49,174.00
44	INLET FILTERS	EACH	109	\$5.00	\$545.00
45	PERIMETER SILT FENCE	FOOT	275	\$5.00	\$1,375.00
46	PIPE REMOVAL, ALL SIZES AND TYPES	FOOT	939	\$1.00	\$939.00
47	MH, CB, VV TO BE REMOVED	EACH	19	\$350.00	\$6,650.00
48	MH, CB, VV TO BE ADJUSTED, NEW FRAME AND LID	EACH	32	\$650.00	\$20,800.00
49	MH, CB, VV TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	19	\$1,200.00	\$22,800.00
50	CB, TY-C, 2'-DIA, CURB FRAME AND GRATE	EACH	33	\$1,725.00	\$56,925.00
51	CB, TY-A, 4'-DIA, CURB FRAME AND GRATE	EACH	6	\$3,950.00	\$23,700.00
52	MH, TY-A, 4'-DIA, ROUND FRAME, CLOSED LID	EACH	9	\$4,200.00	\$37,800.00
53	STORM SEWER, 4" PVC SDR 26	FOOT	8	\$75.00	\$600.00
54	STORM SEWER, 8" PVC SDR 26	FOOT	20	\$80.00	\$1,600.00
55	STORM SEWER, 10" DIP CL 52	FOOT	21	\$90.00	\$1,890.00
56	STORM SEWER, 12" DIP CL 52	FOOT	1,148	\$155.00	\$177,940.00
57	STORM SEWER, 15" PVC SDR 26	FOOT	29	\$110.00	\$3,190.00
58	COMB CURB & GUTTER REMOVAL	FOOT	7,200	\$4.00	\$28,800.00
59	COMB CONC CURB & GUTTER REPLACEMENT, VARIOUS TYPES	FOOT	7,200	\$19.00	\$136,800.00
60	COMB CONC CURB & GUTTER B-6.12	FOOT	5,300	\$20.50	\$108,650.00
61	CONC BARRIER CURB B-6	FOOT	160	\$30.00	\$4,800.00
62	SIDEWALK REMOVAL	SQ FT	17,700	\$1.50	\$26,550.00
63	PCC SIDEWALK	SQ FT	30,800	\$7.00	\$215,600.00
64	DETECTABLE WARNINGS	SQ FT	840	\$25.00	\$21,000.00
65	REINFORCEMENT BARS, EPOXY COATED	FOOT	3,480	\$1.50	\$5,220.00
66	DRIVEWAY PVMT REMOVAL & PCC REPL, 6 IN.	SQ YD	2,800	\$74.00	\$207,200.00
67	DRIVEWAY PVMT REMOVAL & PCC REPL, 8 IN.	SQ YD	180	\$90.00	\$16,200.00
68	TEMPORARY PAVEMENT PATCH	TON	115	\$10.00	\$1,150.00
69	PAVEMENT REMOVAL MILLING, 1-3" VARIABLE DEPTH	SQ YD	2,170	\$4.25	\$9,225.50

Exhibit A

70	PAVEMENT REMOVAL MILLING, 6"	SQ YD	8,570	\$5.00	\$42,850.00
71	PAVEMENT REMOVAL, 14"	SQ YD	7,900	\$14.00	\$110,600.00
72	EARTH EXCAVATION (WIDENING)	CU YD	750	\$40.00	\$30,000.00
73	AGGREGATE BASE REPAIR	TON	900	\$1.00	\$900.00
74	PREPARATION OF BASE	SQ YD	8,570	\$1.75	\$14,997.50
75	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	7,900	\$1.75	\$13,825.00
76	PAVEMENT PATCHING, CLASS D, TYPE 1, 6"	SQ YD	900	\$1.00	\$900.00
77	PAVEMENT PATCHING, CLASS B, TYPE 1, 9"	SQ YD	200	\$5.00	\$1,000.00
78	AGGREGATE BASE COURSE, TYPE B, 8"	SQ YD	7,880	\$9.25	\$72,890.00
79	BITUMINOUS MATERIAL (PRIME COAT)	GALLON	5,220	\$0.01	\$52.20
80	AGGREGATE (PRIME COAT)	TON	29	\$1.00	\$29.00
81	LONGITUDINAL JOINT SEALER	FOOT	5,950	\$3.00	\$17,850.00
82	LEVELING BINDER (HAND METHOD), N50	TON	1,150	\$1.00	\$1,150.00
83	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50, 4"	TON	3,880	\$73.50	\$285,180.00
84	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50, 2"	TON	1,990	\$82.00	\$163,180.00
85	DRIVEWAY HMA SURFACE COURSE REMOVAL AND REPLACEMENT	SQ YD	405	\$56.00	\$22,680.00
86	THERMOPLASTIC PVMT. MARKING LINE, 4-INCH	FOOT	2,130	\$2.00	\$4,260.00
87	THERMOPLASTIC PVMT. MARKING LINE, 6-INCH	FOOT	360	\$3.50	\$1,260.00
88	THERMOPLASTIC PVMT. MARKING LINE, 24-INCH	FOOT	245	\$14.00	\$3,430.00
89	REMOVE SIGN PANEL ASSEMBLY	EACH	65	\$40.00	\$2,600.00
90	TELESCOPING STEEL SIGN SUPPORT	FOOT	952	\$11.50	\$10,948.00
91	SIGN PANEL, TYPE 1	SQ FT	364	\$22.00	\$8,008.00
92	GRADING AND SHAPING PARKWAYS	SQ YD	7,400	\$5.00	\$37,000.00
93	GRADING AND SHAPING DITCHES	FOOT	200	\$12.00	\$2,400.00
94	TOPSOIL PLACEMENT 4" & SODDING	SQ YD	13,600	\$15.00	\$204,000.00
95	TOPSOIL PLACEMENT 4" & SEEDING WITH STRAW BLANKET	SQ YD	1,500	\$12.00	\$18,000.00
96	CONTRACTOR FURNISHED CONSTRUCTION LAYOUT	LUMP SUM	1	\$75,000.00	\$75,000.00
97	PORTABLE TOILETS	EA CAL MO	13	\$200.00	\$2,600.00
98	TRAFFIC CONTROL & PROTECTION	LUMP SUM	1	\$360,731.00	\$360,731.00

ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER

INSERTION VALVE, 6" WITH VALVE BOX	EACH	0	\$0.00	\$9,500.00
CASING PIPE, WATER SERVICE, 4 INCH	FOOT	0	\$0.00	\$80.00
SANITARY MH TO BE RECONSTRUCTED, NEW FRAME AND LID	EACH	0	\$0.00	\$2,500.00
SMH, DMH, CB, VV TO BE ADJUSTED, SALVAGED FRAME AND LID	EACH	0	\$0.00	\$500.00
INLET TY-A, 2'-DIA, CURB FRAME AND GRATE	EACH	0	\$0.00	\$2,750.00
STORM SEWER, 12" PVC SDR 26	FOOT	0	\$0.00	\$125.00
EARTH EXCAVATION	CU YD	0	\$0.00	\$50.00
GRANULAR EMBANKMENT	CU YD	0	\$0.00	\$60.00
POROUS GRANULAR EMBANKMENT	CU YD	0	\$0.00	\$72.00
LEVELING BINDER (MACHINE METHOD), N50	TON	0	\$0.00	\$125.00
DRIVEWAY PAVEMENT REMOVAL & HMA REPLACEMENT	SQ YD	0	\$0.00	\$90.00
REMOVE AND RESET BRICK PAVER DRIVEWAY APRON	SQ YD	0	\$0.00	\$100.00

Total Bid	\$4,379,262.50
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**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2021 CIP – Contract A**

ATTACHMENT 2

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Street and Utility Improvements

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

2. Work Site:

**Church St Bellaire Av to Good Av
Danbury Ln Dover Dr to Roxbury Ln
Forest Av Margret St to Lee St
Margret St Forest Av to Wicke Av
Mark Av Wolf Rd to Madelyn Dr
Woodland Av River Rd to East End**

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 Contruction Permit

MWRD – NRI Sanitary Sewer Point Repairs



No Exceptions

4. Commencement Date:☐

the date of execution of the Contract by Owner.

☐

_____ days after execution of the Contract by Owner.

☒**Monday, May 10, 2021****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, October 08, 2021, 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
Church St	Bellaire Av to Good Av	5/10/2021	8/13/2021
Danbury Ln	Dover Dr to Roxbury Ln	6/21/2021	9/10/2021
Forest Av	Margret St to Lee St	7/6/2021	10/8/2021
Margret St	Forest Av to Wicke Av	7/6/2021	10/8/2021
Mark Av	Wolf Rd to Madelyn Dr	6/8/2021	9/10/2021
Woodland Av	River Rd to East End	5/24/2021	8/13/2021

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 31, 2021	Memorial Day Holiday
Monday	July 5, 2021	Independence Day Holiday
Monday	September 6, 2021	Labor Day Holiday
Monday	October 11, 2021	Columbus 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:

Additional InsuredPolicy or Policies**7. Contract Price:****SCHEDULE OF PRICES**☐**A. LUMP SUM CONTRACT**

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

\$ _____

☐

All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2016, without limitation to “extra work.” Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

☒**B. 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**

<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number of <u>Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

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

\$ _____



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

- (1) For providing, performing, and completing all Work related to ***[describe lump sum work]***, the total sum of (*write in numbers only*):

\$ _____

- (2) For providing, performing, and completing all Work related to ***[describe unit price 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 TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number of <u>Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2)
(*write in numbers only*):

\$ _____

- D. 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 2021 CIP – Contract A**

ATTACHMENT 3

SPECIFICATIONS

<u>INDEX OF SPECIAL PROVISIONS</u>	
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.	
PAGE NUMBER	DESCRIPTION
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
5	TRENCH BACKFILL
6	WATER MAIN CHLORINATION AND TESTING
7	DUCTILE IRON PIPE WATER MAIN, CLASS 52
8	WATER MAIN RESTRAINED JOINT FITTINGS
9	HDPE WATER MAIN, DIRECTIONAL DRILLED
11	GATE VALVE, VAULT, FRAME AND CLOSED LID
12	CASING PIPE
13	CASING SPACERS
14	ABANDON EXISTING VALVE AND VAULT
14	FIRE HYDRANT REMOVAL
15	FIRE HYDRANT AND AUXILIARY VALVE
17	WATER SERVICE LINE
18	WATER SERVICE SADDLES
19	CORPORATION STOP
19	CURB STOP
20	CURB BOX

20	ADJUSTING WATER SERVICE LINES
21	ADJUST EXISTING CURB BOX
21	SANITARY MANHOLE ADJUSTMENT AND RECONSTRUCTION
22	SANITARY SEWER MAIN AND LATERAL REPAIR
24	SEWER LINING WITH CURED-IN-PLACE-PIPE LINER
31	PIPE REMOVAL, ALL TYPES AND SIZES
31	MANHOLE, CATCH BASIN, VALVE VAULT ADJUSTMENT AND RECONSTRUCTION
33	STORM MANHOLE AND CATCH BASIN CONSTRUCTION
35	PVC STORM SEWER
36	STORM SEWER, DUCTILE IRON PIPE
37	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
38	SIDEWALK REMOVAL PORTLAND CEMENT CONCRETE SIDEWALK DETECTABLE WARNINGS
39	REINFORCEMENT BARS, EPOXY COATED
40	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
41	TEMPORARY PAVEMENT PATCH
42	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH
42	PAVEMENT REMOVAL, 14"
42	AGGREGATE BASE COURSE, TYPE B
43	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE REMOVAL AND REPLACEMENT
43	TELESCOPING STEEL SIGN SUPPORT
44	SIGN PANEL, TYPE 1
45	GRADING AND SHAPING PARKWAYS AND DITCHES
45	TOPSOIL PLACEMENT 4 INCHES AND SODDING
46	TOPSOIL PLACEMENT 4 INCHES AND SEEDING WITH STRAW BLANKET
47	PORTABLE TOILETS
47	TRAFFIC CONTROL AND PROTECTION
48	INSERTION VALVE, WITH VALVE BOX
49	CASING PIPE, WATER SERVICE
50	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
51	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON
53	INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS
55	CHECK SHEET FOR RECURRING SPECIAL PROVISIONS
56	CHECK SHEET FOR LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

57	CHECK SHEET FOR BDE SPECIAL PROVISIONS
59	COMPENSABLE DELAY COSTS (BDE)
63	CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)
66	DISPOSAL FEES (BDE)
68	DOWEL BAR INSERTER (BDE)
75	EMULSIFIED ASPHALTS (BDE)
78	HOT-MIX ASPHALT – BINDER AND SURFACE COURSE (BDE)
85	HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT (BDE)
89	MANHOLES, VALVE VAULTS, AND FLAT SLAB TOPS (BDE)
91	PORTLAND CEMENT CONCRETE PAVEMENT PATCHING (BDE)
92	PORTLAND CEMENT CONCRETE PAVEMENT PLACEMENT (BDE)
93	RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)
103	REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)
114	SILT FENCE, INLET FILTERS, GROUND STABILIZATION AND RIPRAP FILTER FABRIC (BDE)
120	SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)
121	TRAFFIC CONTROL DEVICES - CONES (BDE)
122	WORK ZONE TRAFFIC CONTROL DEVICES (BDE)
124	EQUIPMENT RENTAL RATES (LR109)
	<u>OTHER ATTACHMENTS:</u>
	IDOT HIGHWAY STANDARDS
	TRENCH BACKFILL TABLES
	NO PARKING SIGN
	SOIL BORINGS
	STORM WATER POLLUTION PREVENTION PLAN

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2021 CIP – Contract A**

ATTACHMENT 4

LIST OF DRAWINGS

INDEX OF SHEETS	
Sheet No.	Description
1	COVER SHEET
2	LEGEND
3	SUMMARY OF QUANTITIES
4	TYPICAL SECTIONS - CHURCH ST, DANBURY LN
5	TYPICAL SECTIONS - FOREST AV, MARGRET ST, MARK AV
6 - 7	TYPICAL SECTIONS - WOODLAND AV
8	SCHEDULE OF QUANTITIES - SEWER POINT REPAIRS, LINING AND STORM SEWERS
9	SCHEDULE OF QUANTITIES - PAVEMENT MARKINGS AND SIGNS
10 - 12	CHURCH STREET
13 - 14	DANBURY LANE
15 - 16	FOREST AVENUE
17	MARGRET STREET
18 - 19	MARK AVENUE
20 - 23	WOODLAND AVENUE
24 - 25	TYPICAL DETAILS
26	EROSION AND SEDIMENT CONTROL DETAILS

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF 2021 CIP – Contract A**

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 administering 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
desplaines.org

MEMORANDUM

Date: April 22, 2021

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

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

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

Subject: Bid Award - 2021 Capital Improvement Program (CIP) Concrete Improvements
MFT 21-00000-01-GM

Issue: Bids for the 2021 CIP Concrete Improvements, MFT 21-00000-01-GM were opened on April 14, 2021.

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

LOCATION	LIMITS	ACTIVITY
Alles/Oak	Harding to Dead End	Alley Reconstruction
White/River	Henry to Campbell	Alley Reconstruction

Following are the bid results:

BIDDER	BID AMOUNT
DiNatale Construction, Inc.	\$ 730,388.80
Copenhaver Construction, Inc.	\$ 815,463.80
Martam Construction, Inc.	\$ 868,814.60
A Lamp Concrete Contractors, Inc.	\$ 888,097.25
Alliance Contractors, Inc.	\$ 921,600.00
Triggi Construction, Inc.	\$ 1,103,888.25

The Engineer's Estimate was \$750,000.00.

Recommendation: References supplied by the low bidder, DiNatale Construction, Inc. are favorable. We recommend award of the 2021 CIP Concrete Improvements, MFT 21-00000-01-GM project to DiNatale Construction, Inc., 1411 W Bernard Dr., Addison, IL 60101 in the amount of \$730,388.80. Source of funding is budgeted Motor Fuel Tax funds.

Attachments:

Attachment 1 - Bid Tabulation
Resolution R-82-21
Exhibit A - Contract

County: Cook

Local Agency: Des Plaines

Section: 2021 CIP Concrete Improvements MFT 21-00000-01 GM

Estimate: \$749,314.51

Date: 4/15/2021

Time: 10:00 AM

Name of Bidder:

Address of Bidder:

Dinatale Construction, Inc.

1441 W Bernard Dr

Addison, IL 60101

Copenhaver Construction, Inc.

75 Koppie Dr

Gilberts, IL 60136

Martam Construction, Inc.

1200 Gasket Dr

Elgin, IL 60120

A Lamp Concrete Contractors, Inc.

1900 Wright Boulevard

Schaumburg, IL 60193

Alliance Contractors, Inc.

1166 Lake Avenue

Woodstock, IL 60098

Triggi Construction, Inc.

1975 Powis Rd, POB 235

West Chicago, IL 60186

Terms:

Approved Engineer's Estimate

Attended By: Jon Duddles

Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	SIDEWALK REMOVAL	S.F.	29688	\$ 1.50	\$ 44,532.00	\$ 1.50	\$ 44,532.00	\$ 2.40	\$ 71,251.20	\$ 1.50	\$ 44,532.00	\$ 1.50	\$ 44,532.00	\$2.90	\$ 86,095.20	3.25	\$ 96,486.00		
2	PCC SIDEWALK	S.F.	30213	\$ 5.83	\$ 176,141.79	\$ 6.00	\$ 181,278.00	\$ 6.60	\$ 199,405.80	\$ 6.20	\$ 187,320.60	\$ 6.75	\$ 203,937.75	\$6.05	\$ 182,788.65	7.75	\$ 234,150.75		
3	DETECTABLE WARNINGS	S.F.	140	\$ 26.00	\$ 3,640.00	\$ 15.00	\$ 2,100.00	\$ 30.00	\$ 4,200.00	\$ 30.00	\$ 4,200.00	\$ 35.00	\$ 4,900.00	\$20.00	\$ 2,800.00	35.00	\$ 4,900.00		
4	REINFORCEMENT BARS, EPOXY COATED	L.F.	990	\$ 1.50	\$ 1,485.00	\$ 1.25	\$ 1,237.50	\$ 3.00	\$ 2,970.00	\$ 1.00	\$ 990.00	\$ 3.00	\$ 2,970.00	\$1.00	\$ 990.00	2.50	\$ 2,475.00		
5	TREE ROOT PRUNING	EACH	85	\$ 92.00	\$ 7,820.00	\$ 90.00	\$ 7,650.00	\$ 110.00	\$ 9,350.00	\$ 120.00	\$ 10,200.00	\$ 150.00	\$ 12,750.00	\$50.00	\$ 4,250.00	150.00	\$ 12,750.00		
6	TREE REMOVAL (6 TO 15 INCH-DIA.)	IN.-DIA.	8	\$ 51.67	\$ 413.36	\$ 75.00	\$ 600.00	\$ 50.00	\$ 400.00	\$ 55.00	\$ 440.00	\$ 50.00	\$ 400.00	\$50.00	\$ 400.00	50.00	\$ 400.00		
7	TREE REMOVAL (OVER 15 INCH-DIA.)	IN.-DIA.	32	\$ 48.33	\$ 1,546.56	\$ 60.00	\$ 1,920.00	\$ 30.00	\$ 960.00	\$ 65.00	\$ 2,080.00	\$ 80.00	\$ 2,560.00	\$45.00	\$ 1,440.00	50.00	\$ 1,600.00		
8	COMB. CURB AND GUTTER, REMOVAL AND REPLACEMENT, VARIOUS TYPES	L.F.	3195	\$ 31.00	\$ 99,045.00	\$ 31.00	\$ 99,045.00	\$ 31.00	\$ 99,045.00	\$ 39.00	\$ 124,605.00	\$ 32.00	\$ 102,240.00	\$55.80	\$ 178,281.00	60.00	\$ 191,700.00		
9	CURB KEYWAY	L.F.	100	\$ 14.00	\$ 1,400.00	\$ 2.00	\$ 200.00	\$ 10.00	\$ 1,000.00	\$ 5.00	\$ 500.00	\$ 5.00	\$ 500.00	\$5.00	\$ 500.00	5.00	\$ 500.00		
10	CONCRETE RIBBON, PCC PAVEMENT	L.F.	900	\$ 48.00	\$ 43,200.00	\$ 25.00	\$ 22,500.00	\$ 27.00	\$ 24,300.00	\$ 36.00	\$ 32,400.00	\$ 35.00	\$ 31,500.00	\$30.20	\$ 27,180.00	30.00	\$ 27,000.00		
11	EARTH EXCAVATION	C.Y.	75	\$ 48.00	\$ 3,600.00	\$ 30.00	\$ 2,250.00	\$ 40.00	\$ 3,000.00	\$ 122.00	\$ 9,150.00	\$ 45.00	\$ 3,375.00	\$50.00	\$ 3,750.00	75.00	\$ 5,625.00		
12	EARTH EXCAVATION (WIDENING)	C.Y.	28	\$ 44.50	\$ 1,246.00	\$ 30.00	\$ 840.00	\$ 45.00	\$ 1,260.00	\$ 147.00	\$ 4,116.00	\$ 45.00	\$ 1,260.00	\$50.00	\$ 1,400.00	75.00	\$ 2,100.00		
13	GRANULAR EMBANKMENT	C.Y.	75	\$ 36.00	\$ 2,700.00	\$ 30.00	\$ 2,250.00	\$ 15.00	\$ 1,125.00	\$ 78.00	\$ 5,850.00	\$ 45.00	\$ 3,375.00	\$50.00	\$ 3,750.00	50.00	\$ 3,750.00		
14	TRENCH BACKFILL	C.Y.	10	\$ 25.00	\$ 250.00	\$ 25.00	\$ 250.00	\$ 75.00	\$ 750.00	\$ 126.00	\$ 1,260.00	\$ 45.00	\$ 450.00	\$75.00	\$ 750.00	50.00	\$ 500.00		
15	PAVEMENT REMOVAL, 20"	S.Y.	740	\$ 25.00	\$ 18,500.00	\$ 26.00	\$ 19,240.00	\$ 20.00	\$ 14,800.00	\$ 28.00	\$ 20,720.00	\$ 30.00	\$ 22,200.00	\$20.00	\$ 14,800.00	35.00	\$ 25,900.00		
16	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	S.Y.	543	\$ 2.83	\$ 1,536.69	\$ 1.50	\$ 814.50	\$ 2.00	\$ 1,086.00	\$ 3.00	\$ 1,629.00	\$ 1.00	\$ 543.00	\$1.00	\$ 543.00	2.50	\$ 1,357.50		
17	P.C.C. PAVEMENT, 8"	S.Y.	98	\$ 67.67	\$ 6,631.66	\$ 60.00	\$ 5,880.00	\$ 74.00	\$ 7,252.00	\$ 85.00	\$ 8,330.00	\$ 60.00	\$ 5,880.00	\$75.00	\$ 7,350.00	75.00	\$ 7,350.00		
18	PERVIOUS CONCRETE PAVEMENT, REMOVAL AND REPLACEMENT	S.Y.	180	\$ 63.00	\$ 11,340.00	\$ 150.00	\$ 27,000.00	\$ 164.00	\$ 29,520.00	\$ 118.00	\$ 21,240.00	\$ 180.00	\$ 32,400.00	\$150.00	\$ 27,000.00	235.00	\$ 42,300.00		
19	PERVIOUS CONCRETE PAVEMENT, 8 INCH	S.Y.	543	\$ 91.33	\$ 49,592.19	\$ 120.00	\$ 65,160.00	\$ 148.00	\$ 80,364.00	\$ 92.00	\$ 49,956.00	\$ 120.00	\$ 65,160.00	\$140.00	\$ 76,020.00	200.00	\$ 108,600.00		
20	PAVEMENT PATCHING	S.Y.	784	\$ 74.00	\$ 58,016.00	\$ 63.00	\$ 49,392.00	\$ 45.00	\$ 35,280.00	\$ 68.00	\$ 53,312.00	\$ 55.00	\$ 43,120.00	\$137.00	\$ 107,408.00	100.00	\$ 78,400.00		
21	DRIVEWAY PAVEMENT REMOVAL AND 6" P.C.C. REPL.	S.Y.	1053	\$ 65.67	\$ 69,150.51	\$ 57.50	\$ 60,547.50	\$ 70.00	\$ 73,710.00	\$ 69.00	\$ 72,657.00	\$ 73.50	\$ 77,395.50	\$77.55	\$ 81,660.15	75.00	\$ 78,975.00		
22	DRIVEWAY PAVEMENT REMOVAL AND 8" P.C.C. REPL.	S.Y.	73	\$ 71.67	\$ 5,231.91	\$ 70.00	\$ 5,110.00	\$ 79.00	\$ 5,767.00	\$ 88.00	\$ 6,424.00	\$ 80.00	\$ 5,840.00	\$85.75	\$ 6,259.75	100.00	\$ 7,300.00		
23	HMA DRIVEWAY SURFACE COURSE, REMOVAL & REPL.	S.Y.	34	\$ 54.00	\$ 1,836.00	\$ 50.00	\$ 1,700.00	\$ 65.00	\$ 2,210.00	\$ 65.00	\$ 2,210.00	\$ 40.00	\$ 1,360.00	\$50.00	\$ 1,700.00	75.00	\$ 2,550.00		
24	CLASS B PATCH - TYPE II (9" PCC) REMOVAL AND REPLACEMENT	S.Y.	147	\$ 120.00	\$ 17,640.00	\$ 80.00	\$ 11,760.00	\$ 90.00	\$ 13,230.00	\$ 165.00	\$ 24,255.00	\$ 150.00	\$ 22,050.00	\$175.00	\$ 25,725.00	175.00	\$ 25,725.00		
25	TEMPORARY AGGREGATE, CA-6	TON	30	\$ 20.00	\$ 600.00	\$ 0.01	\$ 0.30	\$ 15.00	\$ 450.00	\$ 40.00	\$ 1,200.00	\$ 30.00	\$ 900.00	\$20.00	\$ 600.00	50.00	\$ 1,500.00		
26	STORM SEWER, 12" DIP CL 52	L.F.	36	\$ 75.00	\$ 2,700.00	\$ 105.00	\$ 3,780.00	\$ 150.00	\$ 5,400.00	\$ 122.00	\$ 4,392.00	\$ 125.00	\$ 4,500.00	\$150.00	\$ 5,400.00	75.00	\$ 2,700.00		
27	MH, CB, VV TO BE ADJUSTED, NEW FRAME & LID	EACH	13	\$ 733.33	\$ 9,533.29	\$ 800.00	\$ 10,400.00	\$ 600.00	\$ 7,800.00	\$ 850.00	\$ 11,050.00	\$ 750.00	\$ 9,750.00	\$600.00	\$ 7,800.00	750.00	\$ 9,750.00		
28	CB, TY-C, 2'-DIA, CURB FRAME AND GRATE	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 2,250.00	\$ 2,250.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$2,400.00	\$ 2,400.00	3,000.00	\$ 3,000.00		
29	MH, TY-A, 4'-DIA, ROUND FRAME, CLOSED LID	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 7,300.00	\$ 7,300.00	\$ 3,100.00	\$ 3,100.00	\$ 4,200.00	\$ 4,200.00	\$ 4,500.00	\$ 4,500.00	\$4,500.00	\$ 4,500.00	5,000.00	\$ 5,000.00		
30	SANITARY MH TO BE ADJUSTED, NEW FRAME & LID	EACH	1	\$ 866.67	\$ 866.67	\$ 1,425.00	\$ 1,425.00	\$ 1,200.00	\$ 1,200.00	\$ 850.00	\$ 850.00	\$ 1,250.00	\$ 1,250.00	\$1,000.00	\$ 1,000.00	1,000.00	\$ 1,000.00		
31	CURB BOXES TO BE ADJUSTED	EACH	8	\$ 216.67	\$ 1,733.36	\$ 135.00	\$ 1,080.00	\$ 400.00	\$ 3,200.00	\$ 300.00	\$ 2,400.00	\$ 300.00	\$ 2,400.00	\$100.00	\$ 800.00	500.00	\$ 4,000.00		
32	INLET FILTER	EACH	3	\$ 133.33	\$ 399.99	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00	\$ 250.00	\$ 750.00	\$ 150.00	\$ 450.00	\$100.00	\$ 300.00	250.00	\$ 750.00		
33	TELESCOPING STEEL SIGN SUPPORT	L.F.	28	\$ 10.00	\$ 280.00	\$ 16.00	\$ 448.00	\$ 30.00	\$ 840.00	\$ 20.00	\$ 560.00	\$ 25.00	\$ 700.00	\$50.00	\$ 1,400.00	25.00	\$ 700.00		
34	SIGN PANEL, TYPE 1	S.F.	13	\$ 17.00	\$ 221.00	\$ 37.00	\$ 481.00	\$ 40.00	\$ 520.00	\$ 30.00	\$ 390.00	\$ 35.00	\$ 455.00	\$30.00	\$ 390.00	50.00	\$ 650.00		
35	TOPSOIL PLACEMENT, 4" AND SODDING	S.Y.	59	\$ 14.67	\$ 865.53	\$ 25.00	\$ 1,475.00	\$ 15.00	\$ 885.00	\$ 22.00	\$ 1,298.00	\$ 25.00	\$ 1,475.00	\$20.00	\$ 1,180.00	50.00	\$ 2,950.00		
36	TOPSOIL PLACEMENT, 4" AND SEEDING	L.F.	15773	\$ 3.00	\$ 47,319.00	\$ 1.00	\$ 15,773.00	\$ 0.60	\$ 9,463.80	\$ 4.00	\$ 63,092.00	\$ 3.00	\$ 47,319.00	\$1.25	\$ 19,716.25	3.00	\$ 47,319.00		
37	TOPSOIL PLACEMENT 4" & SEEDING WITH STRAW BLANKET	S.Y.	167	\$ 3.00	\$ 501.00	\$ 10.00	\$ 1,670.00	\$ 7.00	\$ 1,169.00	\$ 18.00	\$ 3,006.00	\$ 10.00	\$ 1,670.00	\$10.00	\$ 1,670.00	25.00	\$ 4,175.00		
38	PORTABLE TOILET	Ea/CAL MO	3	\$ 100.00	\$ 300.00	\$ 300.00	\$ 900.00	\$ 800.00	\$ 2,400.00	\$ 250.00	\$ 750.00	\$ 10.00	\$ 30.00	\$1.00	\$ 3.00	1,000.00	\$ 3,000.00		
39	CONTRACTOR FURNISHED CONSTRUCTION LAYOUT	L.S.	1	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$1,500.00	\$ 1,500.00	5,000.00	\$ 5,000.00		
40	TRAFFIC CONTROL AND PROTECTION	L.S.	1	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 85,000.00	\$ 85,000.00	\$ 78,000.00	\$ 78,000.00	\$ 110,000.00	\$ 110,000.00	\$30,100.00	\$ 30,100.00	50,000.00	\$ 50,000.00		
ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER																			
AUP 1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.	0			\$ 100.00		\$ 79.00		\$ 88.00		\$ 80.00		\$50.00		75.00			
AUP 2	EXPLORATION TRENCH	L.F.	0			\$ 80.00		\$ 59.00		\$ 90.00		\$ 100.00		\$100.00		50.00			
AUP 3	TEMPORARY PAVEMENT PATCH	TON	0			\$ 350.00		\$ 335.00		\$ 320.00		\$ 200.00		\$100.00		250.00			
AUP 4	POROUS GRANULAR EMBANKMENT	C.Y.	0			\$ 90.00		\$ 47.00		\$ 72.00		\$ 65.00		\$50.00		50.00			
AUP 5	DRIVEWAY PAVEMENT REMOVAL AND HMA REPLACEMENT	S.Y.	0			\$ 95.00		\$ 75.00		\$ 78.00		\$ 50.00		\$65.00		75.00			
AUP 6	NEW TY B CURB	L.F.	0			\$ 70.00		\$ 39.00		\$ 39.00		\$ 35.00		\$30.00		50.00			
AUP 7	THERMOPLASTIC PVMT. MARKING LINE, 12 INCH	L.F.	0			\$ 60.00		\$ 35.00		\$ 5.00		\$ 35.00		\$8.00		25.00			
AUP 8	THERMOPLASTIC PVMT. MARKING LINE, 24"	L.F.	0			\$ 120.00		\$ 49.00		\$ 10.00		\$ 50.00		\$16.00		50.00			
AUP 9	INTEGRAL CURB REMOVAL & REPLACEMENT	L.F.	0			\$ 70.00		\$ 55.00		\$ 49.00		\$ 30.00		\$100.00		75.00			
AUP 10	GRADING AND SHAPING PARKWAYS	S.Y.	0			\$ 75.00		\$ 22.00		\$ 22.00		\$ 20.00		\$15.00		20.00			
Total Bid																			
As Read:						\$730,388.80		\$815,463.80		\$868,814.60		\$888,097.25		\$921,600.00		\$1,103,888.25			
As Calculated:						\$730,388.80		\$815,463.80		\$868,814.60		\$888,097.25		\$921,600.00		\$1,103,888.25			

CITY OF DES PLAINES

RESOLUTION R - 82 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
DINATALE CONSTRUCTION, INC. FOR THE 2021
CAPITAL IMPROVEMENT PROGRAM CONCRETE
IMPROVEMENTS, MFT-21-00000-01-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 2021 fiscal year for the 2021 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 two locations in 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 six bids, which were opened on April 14, 2021; and

WHEREAS, Dinatale Construction, Inc. ("**Contractor**") submitted the lowest responsible bid in the amount of \$730,388.80; 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 \$730,388.80 ("**Agreement**"); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, final Agreement only after receipt by the City Clerk of at least one executed copy of the

Agreement from Contractor; provided, however, that if the City Clerk does not receive one executed copy of the Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the City Council, be null and void.

SECTION 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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Dinatale Const Inc for 2021 CIP Concrete Improvements



Contractor's Name

DiNatale Construction, Inc.

Contractor's Address

1441 W Bernard Dr

City

Addison

State

IL

Zip Code

60101

STATE OF ILLINOIS

Local Public Agency

CITY OF DES PLAINES

County

Cook

Section Number

21-00000-01-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

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

MAYOR

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
CITY OF DES PLAINES	VARIOUS	Cook	21-00000-01-GM

- THIS AGREEMENT, made and concluded the 3rd day of May, 2021 between the City of Des Plaines, known as the party of the first part, and DiNatale Construction, Inc., its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00000-01-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.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Des Plaines

Clerk	Date

(SEAL)

Party of the First Part	Date
By:	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

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

(If a Partnership)

Partner	Date

Attest: Secretary	Date

Partner	Date

(SEAL)

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

(If an individual)

Party of the Second Part	Date

RETURN WITH BID



**Illinois Department
of Transportation**

SCHEDULE OF PRICES

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

County COOK
Local Public Agency CITY OF DES PLAINES
Section MFT 21-00000-01-GM
Route _____

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	Quantity	Unit Price	Total
1	SIDEWALK REMOVAL	S.F.	29688	\$ 1.50	\$ 44,532.00
2	PCC SIDEWALK	S.F.	30213	\$ 6.00	\$ 181,278.00
3	DETECTABLE WARNINGS	S.F.	140	\$ 15.00	\$ 2,100.00
4	REINFORCEMENT BARS, EPOXY COATED	L.F.	990	\$ 1.25	\$ 1,237.50
5	TREE ROOT PRUNING	EACH	85	\$ 90.00	\$ 7,650.00
6	TREE REMOVAL (6 TO 15 INCH-DIA.)	IN.-DIA.	8	\$ 75.00	\$ 600.00
7	TREE REMOVAL (OVER 15 INCH-DIA.)	IN.-DIA.	32	\$ 60.00	\$ 1,920.00
8	COMB. CURB AND GUTTER, REMOVAL AND REPLACEMENT, VARIOUS TYPES	L.F.	3195	\$ 31.00	\$ 99,045.00
9	CURB KEYWAY	L.F.	100	\$ 2.00	\$ 200.00
10	CONCRETE RIBBON, PCC PAVEMENT	L.F.	900	\$ 25.00	\$ 22,500.00
11	EARTH EXCAVATION	C.Y.	75	\$ 30.00	\$ 2,250.00
12	EARTH EXCAVATION (WIDENING)	C.Y.	28	\$ 30.00	\$ 840.00
13	GRANULAR EMBANKMENT	C.Y.	75	\$ 30.00	\$ 2,250.00
14	TRENCH BACKFILL	C.Y.	10	\$ 25.00	\$ 250.00
15	PAVEMENT REMOVAL, 20"	S.Y.	740	\$ 26.00	\$ 19,240.00
16	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	S.Y.	543	\$ 1.50	\$ 814.50
17	P.C.C. PAVEMENT, 8"	S.Y.	98	\$ 60.00	\$ 5,880.00
18	PERVIOUS CONCRETE PAVEMENT, REMOVAL AND REPLACEMENT	S.Y.	180	\$ 150.00	\$ 27,000.00
19	PERVIOUS CONCRETE PAVEMENT, 8 INCH	S.Y.	543	\$ 120.00	\$ 65,160.00
20	PAVEMENT PATCHING	S.Y.	784	\$ 63.00	\$ 49,392.00
21	DRIVEWAY PAVEMENT REMOVAL AND 6" P.C.C. REPL.	S.Y.	1053	\$ 57.50	\$ 60,547.50
22	DRIVEWAY PAVEMENT REMOVAL AND 8" P.C.C. REPL.	S.Y.	73	\$ 70.00	\$ 5,110.00
23	HMA DRIVEWAY SURFACE COURSE, REMOVAL & REPL.	S.Y.	34	\$ 50.00	\$ 1,700.00
24	CLASS B PATCH - TYPE II (9" PCC) REMOVAL AND REPLACEMENT	S.Y.	147	\$ 80.00	\$ 11,760.00
25	TEMPORARY AGGREGATE, CA-6	TON	30	\$ 0.01	\$ 0.30
26	STORM SEWER, 12" DIP CL 52	L.F.	36	\$ 105.00	\$ 3,780.00
27	MH, CB, VV TO BE ADJUSTED, NEW FRAME & LID	EACH	13	\$ 800.00	\$ 10,400.00
28	CB, TY-C, 2'-DIA, CURB FRAME AND GRATE	EACH	1	\$ 2,250.00	\$ 2,250.00
29	MH, TY-A, 4'-DIA, ROUND FRAME, CLOSED LID	EACH	1	\$ 7,300.00	\$ 7,300.00
30	SANITARY MH TO BE ADJUSTED, NEW FRAME & LID	EACH	1	\$ 1,425.00	\$ 1,425.00
31	CURB BOXES TO BE ADJUSTED	EACH	8	\$ 135.00	\$ 1,080.00
32	INLET FILTER	EACH	3	\$ 50.00	\$ 150.00
33	TELESCOPING STEEL SIGN SUPPORT	L.F.	28	\$ 16.00	\$ 448.00
34	SIGN PANEL, TYPE I	S.F.	13	\$ 37.00	\$ 481.00
35	TOPSOIL PLACEMENT, 4" AND SODDING	S.Y.	59	\$ 25.00	\$ 1,475.00
36	TOPSOIL PLACEMENT, 4" AND SEEDING	L.F.	15773	\$ 1.00	\$ 15,773.00
37	TOPSOIL PLACEMENT 4" & SEEDING WITH STRAW BLANKET	S.Y.	167	\$ 10.00	\$ 1,670.00
38	PORTABLE TOILET	Ea/CAL MO	3	\$ 300.00	\$ 900.00
39	CONTRACTOR FURNISHED CONSTRUCTION LAYOUT	L.S.	1	\$ 20,000.00	\$ 20,000.00
40	TRAFFIC CONTROL AND PROTECTION	L.S.	1	\$ 50,000.00	\$ 50,000.00

ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER

AUP 1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.		\$ 100.00	\$ -
AUP 2	EXPLORATION TRENCH	L.F.		\$ 80.00	\$ -
AUP 3	TEMPORARY PAVEMENT PATCH	TON		\$ 350.00	\$ -
AUP 4	POROUS GRANULAR EMBANKMENT	C.Y.		\$ 90.00	\$ -
AUP 5	DRIVEWAY PAVEMENT REMOVAL AND HMA REPLACEMENT	S.Y.		\$ 95.00	\$ -
AUP 6	NEW TY B CURB	L.F.		\$ 70.00	\$ -
AUP 7	THERMOPLASTIC PVMT. MARKING LINE, 12 INCH	L.F.		\$ 60.00	\$ -
AUP 8	THERMOPLASTIC PVMT MARKING - LINE, 24"	L.F.		\$ 120.00	\$ -
AUP 9	INTEGRAL CURB REMOVAL & REPLACEMENT	L.F.		\$ 70.00	\$ -
AUP 10	GRADING AND SHAPING PARKWAYS	S.Y.		\$ 75.00	\$ -

Bidder's Proposal for making Entire Improvements **\$730,388.80**

STATE OF ILLINOIS)
) SS
COUNTY OF __COOK__)

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__.

[name of contractor]

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 MFT 21-00000-01 GM**

ATTACHMENT 1

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

2021 Concrete Program – MFT 21-00000-01 GM

The scope of work includes removal and replacement of sidewalk, curb and gutter, driveway aprons, pavement patching, alley reconstruction using pervious concrete standards, pervious alley repairs, storm installment, landscape restoration with sod and other miscellaneous items at various locations in Des Plaines.

2. Work Site:

ALLEY BETWEEN STREETS	LIMITS
Curb Replacements	Various
Sidewalk Replacements	Citywide
Alles/Oak	Harding-Dead End
White/River	Henry-Campbell

The concrete pavement patching will be done at Des Plaines River Rd between Sherwin Ave and Devon Ave. The alley to be repaired is in between Graceland Ave and Laurel Ave. The limits of the alley are from Marion St to Prairie Ave. The storm installment is at Pratt Ave between Scott St and Craig Dr.

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]

SWPP

Historical Preservation

Notice of Intent



No Exceptions

4. Commencement Date:

the date of execution of the Contract by Owner.



_____ days after execution of the Contract by Owner.

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, October 01, 2021, 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.

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 31, 2021****Memorial Day****Monday****July 4, 2021****Independence Day****Monday****September 6, 2021****Labor Day****Monday****October 11, 2021****Columbus 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:

Additional Insured

Policy or Policies

7. **Contract Price:**

SCHEDULE OF PRICES

☐

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

\$ _____

☐

All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2016, without limitation to “extra work.” Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including

itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.



B. 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 (BLR12201a)**

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

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

\$ _____



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

- (1) For providing, performing, and completing all Work related to ***[describe lump sum work]***, the total sum of (*write in numbers only*):

\$ _____

- (2) For providing, performing, and completing all Work related to ***[describe unit price 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 TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number of <u>Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2)
(*write in numbers only*):

\$ _____

- D. 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 MFT 21-00000-01 GM**

ATTACHMENT 2

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.

PAGE NUMBER	DESCRIPTION
1	SPECIAL PROVISIONS
1	CONTRACTOR SAFETY RESPONSIBILITY
1	COOPERATION BY CONTRACTOR
2	DIRT ON PAVEMENT
2	TESTING OF MATERIALS
3	RECORD DRAWING SURVEY POINT FILE
	SIDEWALK REMOVAL
4	PORTLAND CEMENT CONCRETE SIDEWALK DETECTABLE WARNINGS
5	AGGREGATE BASE COURSE, TYPE B
5	REINFORCEMENT BARS, EPOXY COATED
5	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
6	CURB KEYWAY
7	CONCRETE RIBBON, PCC PAVEMENT
8	TRENCH BACKFILL
9	PAVEMENT REMOVAL, 20"
9	PORTLAND CEMENT CONCRETE PAVEMENT REMOVAL AND REPLACEMENT
10	PERVIOUS CONCRETE PAVEMENT, REMOVAL AND REPLACEMENT
12	PERVIOUS CONCRETE PAVEMENT, 8 INCH
14	PAVEMENT PATCHING
15	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
16	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE REMOVAL AND REPLACEMENT
16	TEMPORARY AGGREGATE, CA-6

- 17 STORM SEWER, DUCTILE IRON PIPE
- 17 MANHOLE, CATCH BASIN, VALVE VAULT
- 17 ADJUSTMENT AND RECONSTRUCTION
- 19 STORM MANHOLE AND CATCH BASIN CONSTRUCTION
- 20 SANITARY MANHOLE ADJUSTMENT AND RECONSTRUCTION
- 21 CURB BOXES TO BE ADJUSTED
- 22 TELESCOPING STEEL SIGN SUPPORT
- 22 SIGN PANEL, TYPE 1
- 23 TOPSOIL PLACEMENT 4 INCHES AND SODDING
- 24 TOPSOIL PLACEMENT 4 INCHES AND SEEDING
- 25 TOPSOIL PLACEMENT 4 INCHES AND SEEDING WITH STRAW
- 25 BLANKET
- 25 PORTABLE TOILETS
- 26 TRAFFIC CONTROL AND PROTECTION
- 27 EXPLORATION TRENCH
- 27 POROUS GRANULAR BASE COURSE, 12 INCH
- 27 INTEGRAL CURB AND GUTTER REMOVAL AND REPLACEMENT
- 29 GRADING AND SHAPING PARKWAYS AND DITCHES

OTHER ATTACHMENTS:

SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL
PROVISIONS
IDOT HIGHWAY STANDARDS
NO PARKING SIGN

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF MFT 21-00000-01 GM**

ATTACHMENT 3

LIST OF DRAWINGS

INDEX OF SHEETS	
Sheet No.	Description
1	COVER SHEET
2	LEGEND
3	SUMMARY OF QUANTITIES
4	TYPICAL SECTIONS
5	ALLES-OAK ALLEY
6	WHITE-RIVER ALLEY
7	PRATT AVE - CURB AND DRAINAGE PLAN
8-9	TYPICAL DETAILS
10	EROSION AND SEDIMENT CONTROL DETAILS

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF MFT 21-00000-01 GM**

ATTACHMENT 4

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 administering 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



CITY MANAGER'S OFFICE

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5488
desplaines.org

MEMORANDUM

Date: April 21, 2021
To: Mayor Bogusz and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Purchase of Property – 1380 East Oakton, Des Plaines, Illinois

Issue: The City of Des Plaines wishes to purchase vacant land commonly known as 1380 East Oakton Street, Des Plaines, Illinois 60018.

Analysis: The City believes it is in the best interest of its residents to purchase said land from 5580 Northwest Highway, LLC.

Recommendation: I recommend City Council approve the resolution and purchase and sale agreement as presented for the purchase of 1380 East Oakton Street, Des Plaines, Illinois in the amount of \$190,619.00 to be funded from contingency TIF #8 funds.

Attachments:

Attachment 1 – Map of 1380 East Oakton Street
Resolution R-84-21
Exhibit A: Legal Description, 1380 East Oakton Street
Exhibit B: Purchase and Sale Agreement

Legend



Notes

Print Date: 4/21/2021



Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

CITY OF DES PLAINES

RESOLUTION R - 84 - 21

**A RESOLUTION AUTHORIZING THE PURCHASE OF
THE PROPERTY LOCATED AT 1380 E. OAKTON AVE,
DES PLAINES, ILLINOIS.**

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 contingency funds available for property acquisition in Tax Increment Fund #8 for the purchase of real property during the 2021 fiscal year; and

WHEREAS, 5580 Northwest Highway, LLC, an Illinois limited liability company, is the record title owner ("**Owner**") of that certain property commonly known as 1380 E. Oakton Ave Des Plaines, Illinois 60018 also known as 1380 Oakton Ave, Des Plaines Illinois 60018, and legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution ("**Property**"); and

WHEREAS, the Property is vacant land; and

WHEREAS, the City desires to purchase the Property for the purchase price of \$190,619.00 ("**Purchase Price**"), which purchase is conditioned on the fulfillment of all terms, conditions, and purposes set forth in that certain Agreement of Purchase and Sale by and between the City and the Owner ("**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 Owner for the purchase of the Property;

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

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

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement with the Owner for the purchase of the Property for the Purchase Price in substantially the form attached to this Resolution as **Exhibit B**, and in a final form to the approved by the City Manager and General Counsel.

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

other officials as may be necessary, are hereby authorized to execute all agreements, legal instruments and other documents required to effectuate the intent of this resolution.

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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving the Purchase of the Property Located at 1380 E. Oakton Ave.

EXHIBIT A

PARCEL:

LOT 7 (EXCEPT WESTERLY 40 FEET) AND LOT 8 IN BLOCK 17 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO DES PLAINES HEIGHTS BEING A SUBDIVISION OF THAT PART EAST OF RAILROAD OF THE SOUTH ½ OF THE SOUTH EAST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART WEST OF DES PLAINES ROAD OF THE SOUTH ½ OF THE SOUTHWEST ¼ (EXCEPT 4 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 09-20-416-008-0000 and 09-20-416-016-0000

Commonly known as 1380 E. Oakton Street, Des Plaines, Illinois

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of _____, 2021 (the "**Effective Date**") by and between the **CITY OF DES PLAINES**, an Illinois home-rule municipal corporation ("**Purchaser**"), and **5580 NORTHWEST HIGHWAY LLC**, an Illinois limited liability company ("**Seller**"). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser (collectively, the "**Parties**") agree as follows:

Section 1. Recitals.

A. Parcel. The Seller owns fee simple title to that certain real property consisting of an approximately 17,329 square foot rectangular parcel commonly known as 1380 E. Oakton St., Des Plaines, Illinois, and which parcel is legally described on **Exhibit A** attached hereto ("**Parcel**").

B. Property Description. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, (i) the Parcel, (ii) the improvements thereon, (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to the Parcel, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent to, contiguous to, or adjoining the Parcel, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of the Parcel, running to or in favor of Seller (collectively, the "**Property**"), subject to this Agreement.

Section 2. Incorporation of Recitals. The Recitals are incorporated into this Agreement.

Section 3. Purchase and Sale; Purchase Price.

A. Purchase Price. Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, subject to the terms of this Agreement. The purchase price for the Property is \$190,619.00 ("**Purchase Price**").

B. Earnest Money. Purchaser will deliver to Chicago Title Insurance Company ("**Title Company**"), 10 S. LaSalle St., Chicago, Illinois, 60603, as escrowee ("**Escrowee**"), by wire of immediate available funds the sum of \$5,000 ("**Earnest Money**") no later than 10 business days after the Effective Date. Escrowee will hold the Earnest Money pursuant to the form strict joint order escrow agreement then in use by the Escrowee with such changes as may be necessary to conform to this Agreement.

C. Balance of Purchase Price. Purchaser shall pay the Purchase Price, plus or minus prorations, credits, and adjustments as provided in this Agreement, at the Closing through a Closing Escrow (defined in Section 10 below) by wire transfer in accordance with wire instructions proved by the Title Company.

D. Interest on Earnest Money. Purchaser will pay any fee charged by the Escrowee for placement of the Earnest Money in an interest-bearing account and will sign such

documents as required by Escrowee. Any interest earned on the Earnest Money shall be credited to Purchaser at the Closing. Purchaser may decide not to place the Earnest Money in an interest-bearing account if the fees are more than the interest.

Section 4. Parties' Preliminary Obligations and Rights.

A. Seller's Deliveries. Within 2 business days after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney copies of all of the following pertaining to the Property in its possession or control: (i) any and all unrecorded leases, tenancies, licenses, easements, and occupancy rights, all amendments thereto, and all correspondence and notices related thereto; (ii) existing survey(s) of the Property; (iii) any environmental reports, including Phase I and Phase II reports; (iv) any and all notices and correspondence regarding compliance with laws, including environmental and zoning laws; (v) all contracts and services agreements binding on the Property and (vi) any unrecorded easements, licenses, or other rights to occupy or use the Property (collectively "***Seller's Deliveries***"). Seller shall deliver a cover letter with Seller's Deliveries certifying that true, complete, and correct copies of all of Seller's Deliveries have been delivered to Purchaser and its attorneys.

B. Title Commitment. Seller will obtain a commitment from the Title Company to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (2006 version) (i) in the amount of the Purchase Price, (ii) with the following endorsements: an extended coverage endorsement over all standard exceptions, Access and Location Endorsements insuring access to the E. Oakton Street and an Encroachment Endorsement, if any encroachments are shown on the Survey, (iii) insuring good, marketable, and insurable title to the Property, and (iv) with coverage over any "gap" period, all subject only to the Permitted Exceptions (as defined in Section 5.B.4) (the "***Title Policy***"). Seller shall pay the cost for the Title Policy with the aforementioned endorsements and Purchaser will pay for any other endorsements it requests. The Purchaser has obtained the following preliminary title commitment No. CCHI2102536-LD for the Property ("***Title Commitment***"). Title Commitment is attached to and incorporated as Exhibit B to this Agreement. Seller will use this Title Commitments.

C. Surveys and Plats. Within 30 days of the Effective Date the Seller will obtain an ALTA/NSPS standard survey ("***Survey***") of the Property, that (a) is prepared by a surveyor approved by Purchaser, (b) will be certified in favor of Seller, Purchaser and the Title Company, (c) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, (d) contains a certification as to the total acreage of the Property, (e) includes the Table A Items 1, 2, 3, 4, 7a, 7b, 8, 9, 10 a, 11, 15, 19, and 20, and (f) is provided to Purchaser in digital format in NAD 83 State Plane Coordinates, and Seller shall provide eight copies of the ALTA Survey to Purchaser. Seller shall pay the cost for the ALTA Survey.

D. Environmental Assessment. Beginning on the Effective Date, Purchaser may cause to be performed one or more (i) environmental assessments, reviews, or audits, including without limitation a Phase I site assessment, of or related to the Property, (ii) tests or borings of the soil on the Property, (iii) asbestos testing of any improvements located on the Parcel, and (iv) other investigations or analyses concerning the environmental and physical condition of the Parcel

(collectively, “*Environmental Assessments*”). At Seller’s request, Purchaser shall provide a copy of any completed Environmental Assessment to Seller.

Section 5. Due Diligence Period.

A. Period and License. During the period that begins on the Effective Date and ends on the sixtieth (60th) day after the Effective Date (“*Due Diligence Period*”), Purchaser may conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Purchaser desires (“*Due Diligence Activities*”). The Due Diligence Activities may include, without limitation, reviews of Seller’s Deliveries, the Title Commitment, the ALTA Survey, and the Environmental Assessments. Seller hereby grants to Purchaser a license during the Due Diligence Period, for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Property at any time upon 1 day’s prior notice to Seller.

B. Review of Title Commitments and Surveys.

1. Identification of Unpermitted Exceptions and Commitment to Cure. Upon the later of (i) the 60th day after the Effective Date and (ii) the 10th business day following Purchaser’s receipt of the Title Commitment and the Survey, Purchaser shall send written notice (“*Title Objection Notice*”) identifying any matter identified in such Title Commitment or Survey that Purchaser determines, will adversely affect Purchaser’s intended redevelopment of the Property, (the “*Unpermitted Exceptions*”), and the Seller commits, at Seller’s cost, to (a) cure or remove the Unpermitted Exception or (b) cause the Title Company to insure over the Unpermitted Exceptions (“*Commitment to Clear Exceptions*”). Notwithstanding the process identified in this Section 5.B.1, the following are Unpermitted Exceptions, whether or not identified by Purchaser, that Seller must cure, and not merely insure over, prior to or at the Closing, and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, whether or not Seller identifies them therein (collectively, the “*Must Cure Exceptions*”): (i) each mechanics’, materialmen’s, repairmen’s, contractors’ or other lien that encumbers the Property, unless the lien arises from the acts of Purchaser, (ii) each mortgage, security deed, and other security instrument that encumbers the Property, and (iii) all past due Real Estate Taxes (defined in Section 10.F) applicable to the Property (collectively the “*Past Due Taxes*”), these Past Due Taxes are an Unpermitted Exception and Seller agrees to clear the Past Due Taxes at or before Closing and (iv) each judgment against Seller that may constitute a lien against the Property.

2. Purchaser’s Option to Close or Terminate. If, in its Title Objection Notice Response, Seller does not make a Commitment to Clear Exceptions with respect to all Unpermitted Exceptions, then Purchaser, within 10 business days after receiving such Title Objection Notice Response, shall send Seller a written notice (a “*Closing/Termination Notice*”) electing to either: (i) proceed with the Closing, in which case Purchaser will be deemed to have accepted the uncleared or uninsured Unpermitted Exceptions and shall accept Seller’s Deed at Closing subject to the uncleared or uninsured Unpermitted Exceptions (except for the Must Cure Exceptions, which Seller must cure prior to or at Closing) or (ii) terminate this Agreement. If Purchaser fails to give a Closing/Termination Notice as provided above at least three (3) days prior to Closing, Purchaser will be deemed to have elected to proceed with the Closing and shall accept the uncleared or

uninsured Unpermitted Exceptions (except for the Must Cure Exceptions, which Seller must cure prior to or at closing), as set forth in this Section 5.B.2.

3. Seller's Compliance with Commitment to Clear Exception. If Seller makes a Commitment to Clear Exceptions with respect to some or all Unpermitted Exceptions, then, at least 10 days prior to Closing, Seller shall deliver to Purchaser an updated Title Commitment, showing that all Unpermitted Exceptions that Seller committed to clear in the Commitment to Clear Exceptions have been cleared. If it fails to do so, then Purchaser, at any time, may either (i) proceed with the Closing and deduct from the Purchase Price the amount reasonably necessary to clear the Unpermitted Exception that Seller committed to, but failed to, clear, in which case Purchaser will be deemed to have accepted the uncleared or uninsured Unpermitted Exception and shall accept Seller's Deed at Closing subject to the uncleared or uninsured Unpermitted Exception or (ii) terminate this Agreement.

4. Permitted Exceptions. Any matter of record shown in the Title Commitment that is (i) not objected to by Purchaser in a Title Objection Notice or (ii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Purchaser pursuant to Section 5.B.2 or Section 5.B.3, is a "**Permitted Exception**."

5. Effect of Termination. In the event of a termination pursuant to Section 5.B.2 or Section 5.B.3, neither party shall have any claim or obligation under this Agreement, except (i) if Seller caused an Unpermitted Exception by a willful or wrongful act or omission, then Purchaser may pursue any and all remedies available at law or in equity and (ii) for those rights, liabilities, and obligations that expressly survive the termination of this Agreement.

C. Review of Environmental Assessments; Environmental Work.

- (i) **Remediation Notice.** If Purchaser determines through its review of an Environmental Assessment, that there exists within the Property a condition that (a) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, "**Storage Tanks**")) removal, and (b) may adversely affect Purchaser's intended redevelopment of the Property (an "**Environmental Condition**"), then, before the end of the Due Diligence Period, Purchaser may send Seller either (a) a written notice terminating this Agreement, in which event neither party shall have any further liability to the other or (b) a written notice describing all clean-up work, remediation work, and removal of Storage Tanks that is required with respect to the Property (collectively, the "**Environmental Work**") in reasonable detail and requesting that Seller either (1) perform or cause to be performed the described Environmental Work before the Closing or (2) provide Purchaser with a credit at Closing (the "**Remediation Credit**") for the costs and expenses of the Environmental Work (a "**Remediation Notice**").
- (ii) **Seller's Obligation to Complete Environmental Work; Remediation Notice Response.** With respect to a Remediation Notice timely submitted during the Due Diligence Period, then within 5 business days after

receiving the Remediation Notice, Seller shall provide Purchaser with a written notice (a "**Remediation Notice Response**") stating whether Seller (a) will comply with Purchaser's request to perform the Environmental Work before the Closing or provide a Remediation Credit at the Closing or (b) declines to perform the Environmental Work before, or provide the Remediation Credit at, the Closing. If Seller does not timely provide a Remediation Notice Response, it will be deemed to have declined to either perform the Environmental Work or provide a Remediation Credit. If Seller declines to perform the Environmental Work before the Closing or provide the requested Remediation Credit, then Purchaser may terminate this Agreement.

- (iii) **Performance of Environmental Work.** If Seller elects to complete Environmental Work in response to a Remediation Notice, then Seller, at its own expense, shall hire a reputable and competent contractor selected by the Parties to complete the Environmental Work before the Closing.

D. Purchaser's Right to Terminate. In addition to its termination rights pursuant to Section 5.B and 5.C, not later than the last day of the Due Diligence Period (the "**Approval Deadline**"), Purchaser may deliver to Seller a written notice stating that, based on the results of the Due Diligence Activities, the Property are not suitable for Purchaser's intended uses, as determined by Purchaser in its sole and absolute discretion, and that Purchaser has elected to terminate this Agreement ("**Termination Notice**").

E. Restoration. If a Due Diligence Activity damages the Parcel, and Purchaser does not acquire the Property, then Purchaser shall restore the Parcel to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activity.

Section 6. Representations and Warranties.

A. General Representations and Warranties. Beneficiary, as Seller, represents and warrants to Purchaser that, as of the date hereof and as of the date of Closing:

- (i) Seller has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Property or any interest therein;
- (ii) there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service, maintenance, or other contracts that which will be binding upon Purchaser or the Property after the Closing;
- (iii) the Property are not affected by or subject to: (a) any pending or, to the best of Seller's knowledge, threatened condemnation suits, or similar proceedings, (b) other pending or, to the best of Seller's knowledge, threatened claims, charges, complaints, petitions, or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Seller's knowledge, threatened claims,

suits, actions, complaints, petitions, or unsatisfied orders by or in favor of any party whatsoever;

- (iv) to the best of Seller's knowledge, there are no threatened requests, applications, or proceedings to alter or restrict the zoning or other use restrictions applicable to the Property;
- (v) to the best of Seller's knowledge, there are no unrecorded easements, liens, or encumbrances affecting the Property;
- (vi) Seller has received no written notice of, and to the best of Seller's knowledge, there is not any violation of any law, ordinance, order, regulation, or requirement, including, but not limited to, building, zoning, environmental, safety, and health ordinances, statutes, regulations, and requirements issued by any governmental body or agency having jurisdiction over the Property;
- (vii) to the best of Seller's knowledge and except as disclosed in the Environmental Assessments (a) any use of the Property for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C. 6901), or in any other Applicable Law (as defined in 14.D.2) governing environmental matters ("Environmental Laws") (collectively, "Hazardous Materials") has been in compliance with all Environmental Laws, (b) there are not any Hazardous Materials present on the Property, (c) the Property is currently in compliance with all Environmental Laws; and (d) there are currently no Storage Tanks on the Property and any Storage Tanks formerly located on the Property were removed in compliance with all Environmental Laws;
- (viii) except as disclosed in Seller's Deliveries, Seller has received no written notice of (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on the Property or (b) any alleged violation of any Environmental Laws;
- (ix) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986;
- (x) Seller has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Seller is a party, and no other proceedings on Seller's part are necessary in order to permit Seller to consummate the transaction contemplated hereby; and

- (xi) Neither Seller nor any of its affiliates have (a) commenced a voluntary case, or had entered against them a petition, for relief under any applicable law relative to bankruptcy, insolvency, or other relief for debtors, (b) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding to hold, administer, and/or liquidate all or substantially all of their respective assets, (c) had filed against them any involuntary petition seeking relief under any applicable law relative to bankruptcy, insolvency, or other relief to debtors, or (d) made a general assignment for the benefit of creditors.
- (xii) each person executing this Agreement on behalf of Seller is fully authorized to do so and, by doing so, to bind Seller to its obligations under this agreement.

At Purchaser's request, Beneficiary individually and on behalf of the Seller, shall reconfirm all representations and warranties set forth in this Section 6 as true, accurate, and complete on and as of Closing.

B. Survival; Indemnification. Seller's representations and warranties shall survive Closing. Beneficiary agrees to indemnify, hold harmless, and defend Purchaser, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments, or decrees of any kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in Seller's representations or warranties contained herein.

Section 7. Seller's Covenants and Agreement. Seller covenants and agrees with Purchaser from the Effective Date until the Closing:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Property, without Purchaser's prior written consent,
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Property, without Purchaser's prior written consent,
- (iii) Seller shall not create, or allow the creation of, any encumbrance on the title of the Property, without Purchaser's prior written consent (except for any Permitted Exceptions),
- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property,
- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate,

- (vi) Seller, at its own expense, and before Closing, shall completely remove all materials, equipment, signs, personal property, garbage and debris located at or on the Property in accordance with all Applicable Laws (as defined in Section 14.D.(ii)), except for the Transferred Personal Property (defined in Section 10.C.(xiii) below),
- (vii) Seller, at its own expense, and before Closing, shall complete all Environmental Work which it has agreed to perform in accordance with Section 5.C above, and
- (viii) Seller shall continue to maintain and keep the Property in its current condition, use commercially reasonable efforts to comply with all Applicable Laws materially affecting it, and pay taxes and mortgage payments on it as they become due.

Section 8. Bulk Sales/Illinois Income Tax Withholding.

At least 20 days prior to the Closing, Purchaser shall with Seller's full cooperation, notify the Illinois Department of Revenue (the "**Department**") of the intended sale of the Property and request the Department to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under 35 ILCS 5/902(d) or 35 ILCS 120/5j (collectively the "**Bulk Sale Act**"). At or prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sale Act ("**Release**"). At least 45 days prior to the Closing, Purchaser shall with Seller's full cooperation notify the Cook County Department of Revenue ("**Cook County Dept.**") of the intended sale of the Property and request the Cook County Dept. to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under the Cook County Code Section 34-92 (collectively part of the "**Bulk Sale Act**"). At or prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sale Act (collectively, "**Release**"). At least 20 days prior to the Closing, Purchaser shall with Seller's full cooperation, notify the Illinois Department of Employment Security (the "**IDES**") of the intended sale of the Property and request the IDES to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under the Section 2600 of the Illinois Unemployment Insurance Act (collectively part of the "**Bulk Sale Act**"). At or prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sale Act (collectively, "**Release**"). Purchaser may, at the Closing, deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the withholding requirements imposed by the Bulk Sale Act, provided that such amounts are deposited in escrow at Closing and released to Seller upon obtaining a release from the Department or otherwise satisfying any amounts due under the Bulk Sale Act. Beneficiary shall indemnify, defend and hold harmless Purchaser, and its commissioners, officers, employees, agents, successors and assigns, harmless from any and all obligations, liabilities, claims, demands, losses, expenses, or damages arising from Seller's failure to (i) provide any required notice of its sale of the Property to the appropriate state, county, or municipal governmental authorities, (ii) pay any and all taxes and other amounts due in connection with its ownership, operation or sale of the Property, or (iii)

otherwise comply with any bulk sales laws of the State of Illinois or Cook County. The foregoing indemnity shall survive the Closing Date.

Section 9. Conditions Precedent to Closing.

Purchaser's obligation to close is subject to each and all of the following conditions being satisfied by Seller, or waived in writing by Purchaser (the "Closing Contingencies"):

- (i) all of Seller's representations and warranties contained in this Agreement, must be materially true and correct on the date hereof and as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) all conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 10.C, and
- (v) the Title Company has issued or is irrevocably committed to issue the Title Policy.

Purchaser may inspect the Property within forty-eight (48) hours prior to the Closing Date to determine whether the Closing Contingencies have been satisfied. If a Closing Contingency is not satisfied because of a default by Seller, Purchaser will have all of its rights under Section 14.E.1.

Section 10. Closing.

A. Conveyance and Possession. At Closing, Seller shall convey fee simple title to the Property to Purchaser by delivery of Seller's warranty deed ("***Seller's Deed***") in recordable form conveying fee simple title to the Property, subject only to Permitted Exceptions. Seller shall deliver full and complete possession of the Property to Purchaser upon Closing. Seller shall deliver the Property to Purchaser in its condition as of the Effective Date, except to the extent that Seller has agreed to perform, and has completed, Environmental Work, and except for ordinary wear and tear.

B. Time, Place; Closing Escrow.

- (i) Time. The Closing will occur (i) no later than the 30th day following the later of (a) the expiration of the Due Diligence Period and (b) the completion of any Environmental Work that Seller is required, or has agreed, to complete or provide a Remediation Credit for; or (ii) on another date mutually agreed to in writing by the Parties (the "***Closing Date***").
- (iii) Place. The Closing will be at the office of the Title Company at 10 S. LaSalle St., Chicago, Illinois. The Parties need not physically attend a Closing.

- (iii) Closing Escrow. On or before the Closing, Purchaser and Seller shall establish an escrow in the usual form of deed and money escrow agreement then in use by Title Company with such changes made as may be necessary to conform with the provisions of this Agreement (a "**Closing Escrow**"). The Closing will be a "New York" style closing.

C. Seller Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following, in each case, fully executed (as applicable), in form and substance satisfactory to Purchaser:

- (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the Closing, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Property,
- (ii) Seller's Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions,
- (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) a counterpart to the closing statement,
- (vi) real estate transfer declarations or exemptions required by Applicable Laws,
- (vii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument, assurance or deposit required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,
- (viii) a non-foreign affidavit sufficient in form and substance to relieve Purchaser of any and all withholding obligations under Section 1445 of the Internal Revenue Code,
- (ix) a signed Pro Forma title policy.
- (x) An agreement to reproporate the real estate taxes on the Property in the form attached as Exhibit C pursuant to 10.F,
- (xi) An Affidavit of Title in a form acceptable to Purchaser,
- (xii) A bill of sale (with general warranty of title) conveying to Purchaser any

the personal property noted on Exhibit D,

- (xiii) Releases from the State of Illinois and Cook County and IDES for the Bulk Sale Acts, and
- (xiv) A release of liens from all real estate brokers, finders and salespersons with respect to this Agreement.

D. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in each case, fully executed (as applicable) and in form and substance reasonably satisfactory to Seller:

- (i) the Purchase Price, subject to the credits and other adjustments contemplated herein,
- (ii) a counterpart to the closing statement,
- (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) real estate transfer declarations or exemptions required by Applicable Laws,
- (vi) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, and
- (vii) Certified copies of the ordinances, and resolutions, associated with this Agreement.

E. Closing Costs. At Closing, Seller shall pay (i) 50% of the Title Company's closing fees related to such Closing, (ii) Seller's attorneys' fees related to such Closing, (iii) the Remediation Credit, if any, applicable to Environmental Work completed prior to such Closing, (iv) the cost of the Title Policy and the endorsements identified in 4.B.(ii), and (v) the cost of the ALTA Survey. Purchaser shall pay (i) 50% of the Title Company's closing fees related to such Closing, (ii) 100% of the costs incurred in recording the Seller's Deed, and any other document required to be recorded by any entity providing funding to Purchaser, (iii) any costs incurred in connection with Purchaser's Due Diligence Activities related to the Due Diligence Period, (iv) Purchaser's attorneys' fees related to such Closing, and (v) the cost of any additional endorsements to the Title Policy requested by Purchaser.

F. Prorations. All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Property (collectively, "**Real Estate Taxes**") shall be prorated on an accrual basis and on a per diem basis to and including the Closing Date, disregarding any discount or penalty and on the basis of the fiscal

year of the authority levying the same. If any Real Estate Taxes are assessed against the Property as of Closing Date, then Seller shall give to Purchaser a credit at the Closing based on 130% of the last tax bill and the Parties agree that when the actual Real Estate Tax bill is issued that they will re-prorate the amount due. The Parties agree to sign the Tax Reproration Agreement attached as Exhibit C. All water, sewer, and other utility charges, if any, shall be prorated as of Closing.

Section 11. Casualty; Condemnation. Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation, damage or destruction of the Property occurring prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, damaged or destroyed by an insured casualty, Purchaser shall have the option of either (i) applying the proceeds of any condemnation award or payment under any insurance policies (other than business interruption or rental loss insurance) toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller, receiving from Seller an amount equal to any applicable deductible under any such insurance policy and receiving an assignment from Seller of Seller's right, title and interest in any such awards or payments not theretofore received by Seller, or (ii) terminating this Agreement by delivering written notice of such termination to Seller and Escrowee within ten (10) business days after Purchaser has received written notice from Seller of such material condemnation, damage or destruction. If, prior to the Closing, a portion of the Property is condemned, damaged or destroyed and such portion is not a material portion of the Property, the proceeds of any condemnation award or payment and any applicable deductible under any insurance policies shall be applied toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller and Seller shall assign to Purchaser all of Seller's right, title and interest in any unpaid awards or payments. For purposes of this Section 11, the term "material portion" shall mean greater than ten percent (10%) of the value of the Property or an absence of reasonable access to the Property. If the damage or destruction arises out of an uninsured risk, Seller shall elect, by written notice within ten (10) days of the occurrence of such damage or destruction either to terminate this Agreement or to close the transaction contemplated hereby with a reduction of the Purchase Price equal to the costs of repairing the Property, as reasonably estimated by an engineer engaged by Seller and reasonably acceptable to Purchaser.

Section 12. Brokers. Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Property to Purchaser. If any broker or other person asserts a claim against Broker for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement, then Seller shall indemnify and hold harmless the Purchaser from and against any damage, liability or expense, including costs and reasonable attorneys' fees that Purchaser incurs because of such claim.

Section 13. Patriot Act.

A. **Definitions.** All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) ("*Patriot Act*") and in other statutes and all 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, and the USA

FREEDOM Act dated June 2, 2015 are collectively referred to as the “Patriot Rules” and are incorporated into this Section.

B. Representations and Warranties. Purchaser and Seller hereby represent and warrant, each to the other, that each and every “person” or “entity” affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Purchaser’s or Seller’s knowledge:

- (i) not a “blocked” person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“**OFAC**”),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,
- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. Mutual Notice; Termination. Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the “**Non-Blocked Party**”) and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written

notice to the other party terminating this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 14. General Provisions.

A. **Integration; Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

B. **Further Actions.** The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transactions contemplated in this Agreement.

C. **Confidentiality.** Parties shall keep all negotiations, information, and documents related to this Agreement (including without limitation any appraisals or financial information) (collectively, "***Negotiation Information***"), strictly confidential and shall not disclose (and shall cause its attorneys consultants, and agents not to disclose) Negotiation Information to any third party, without the other party's prior written consent, which consent may be granted or withheld. The obligations of this Section will survive Closing or the termination of this Agreement. Nothing in this Section will be deemed to prohibit disclosure of any information that is generally available to the public or is required to be disclosed pursuant to the Illinois Freedom of Information Act (140 ILCS 5/1 *et seq.*).

D. Interpretation.

- (i) **Presumption.** There is no presumption that this Agreement is to be construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.
- (ii) **Compliance with Applicable Laws; Governing Law.** In performing their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("***Applicable Laws***"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.
- (iii) **Headings and Exhibits.** The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

Exhibit A: Legal Description of Property
Exhibit B: Title Commitment
Exhibit C: Tax Reproration Agreement

Exhibit D: List of Personal Property

- (iv) Non-Waiver. Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party waives a right under this Agreement, that waiver shall not be deemed a waiver of any other right.
- (v) Severability. If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.
- (vi) Time. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

E. Enforcement.

1. Default.

a. Purchaser Default. If Purchaser fails to perform an obligation under this Agreement, and does not, within 5 days after receiving written notice from Seller of such failure, either (i) cure such failure or (i) if such failure cannot reasonably be cured within 5 days, commence and diligently pursue a cure for such failure, then Purchaser will be in default of this Agreement and Seller may terminate this Agreement as its sole and exclusive remedy.

b. Seller Default. If (i) Seller fails to perform an obligation under this agreement or (ii) any representation or warranty made by Seller hereunder is untrue when made or becomes materially untrue as the result of an act or omission of Seller, and Seller does not, within 5 days after receiving written notice from Purchaser of such failure, either (i) cure such failure or take action to cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within 5 days or if such action cannot reasonably be completed within 5 days, commence and diligently pursue a cure for such failure or such action, then Seller will be in default of this Agreement and Purchaser may (i) terminate this Agreement or (ii) pursue any other remedy available at law or equity, including without limitation an action for specific performance. Without limiting Purchaser's rights under the preceding sentence, if (i) a representation or warranty made by Seller becomes materially untrue, but not as the result of an act or omission of Seller, or (ii) a Closing Contingency is not satisfied, then Purchaser may terminate this Agreement.

2. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3. **Prevailing Party Attorney Fees.** In any litigation filed to enforce this Agreement, the prevailing Party will be entitled to recover from the other Party its reasonable attorney's fees, litigation expenses, and court costs at trial and on appeal that are incurred in such litigation.

4. **Venue.** Venue for any litigation concerning the enforcement of this Agreement will be in the Circuit Court of Cook County, Illinois, or the Federal District Court for the Northern District of Illinois.

F. Execution of Agreement.

1. Board Approval Required.

(a) Effectiveness; Irrevocable Offer. Purchaser acknowledges that (1) this Agreement is not effective until it is approved by Purchaser's City Council in accordance with Applicable Laws and executed by the Purchaser's Mayor, (2) by executing this Agreement and delivering it to Purchaser, Seller has made an offer to Purchaser to enter into this Agreement, (3) such offer may be accepted by the lawful approval of the Agreement by Purchaser's City Council, and (4) that such offer is irrevocable until May 10, 2021.

(b) Consideration. Seller acknowledges that Purchaser's good faith consideration of this Agreement and Seller's irrevocable offer, is adequate consideration for Seller's agreements in this Section.

2. Counterparts and Effectiveness. The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.

3. Representations and Warranties. Purchaser and Seller its successors and assigns represents and warrants to each other that (i) or it has the requisite power and authority to enter into and perform the terms of this Agreement, (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (a) have been duly authorized by all necessary action and authority and (b) do not violate any agreement to which it is a party, and (iii) no other proceedings on its part are necessary in order to permit him, her, or it to consummate the transactions contemplated hereby, and (iv) the person executing this Agreement on its

behalf, is fully authorized to execute this Agreement, and, by doing so, to bind or it to the obligations under this Agreement.

G. Notices. Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

if to Purchaser: **CITY OF DES PLAINES**
1420 Miner St.
Des Plaines, Illinois 60016
Attn.: Michael Bartholomew, City Manager
Email: mbartholomew@desplaines.org

with a copy to: Elrod Friedman LLP
325 N. LaSalle St Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman and Megan Cawley
Email: peter.friedman@elrodfriedman.com;
Megan.cawley@elrodfriedman.com

if to Seller: 5580 Northwest Highway LLC
Attn: Robert Albrecht
1684 Oakton St.
Des Plaines, IL 60018
Email: bob@albrechtenterprises.net

with a copy to: Mike Hauert
Hauert Law Office
132 N. York Rd Suite 3-1
Elmhurst, IL 60126
Email: mike@haertlaw.com

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

H. Time of Essence. Time is of the essence to this Agreement and to all dates and time periods set forth herein.

[SIGNATURE PAGE FOLLOWS]

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

SELLER:

5580 NORTHWEST HIGHWAY LLC

By: 

Name: Robert Albrecht

Title: Manager

ATTEST:

By: 

Name: Alyssa Livezey

Title:

PURCHASER:

CITY OF DES PLAINES, an Illinois home rule municipality

By: _____

Name: Andrew Goczkowski

Title: Mayor

ATTEST:

By: _____

Name:

Title: City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

PARCEL:

LOT 7 (EXCEPT WESTERLY 40 FEET) AND LOT 8 IN BLOCK 17 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO DES PLAINES HEIGHTS BEING A SUBDIVISION OF THAT PART EAST OF RAILROAD OF THE SOUTH ½ OF THE SOUTH EAST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART WEST OF DES PLAINES ROAD OF THE SOUTH ½ OF THE SOUTHWEST ¼ (EXCEPT 4 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 09-20-416-008-0000 and 09-20-416-016-0000

Commonly known as 1380 E. Oakton Street, Des Plaines, Illinois

EXHIBIT B
TITLE COMMITMENT

{00119865.1}

EXHIBIT C
TAX REPRORATION AGREEMENT

The undersigned, _____ (jointly "Seller"), and the **City of Des Plaines, an Illinois home-rule municipal corporation**, (the "City"), under a certain real estate sale contract dated _____, 2020 for the purchase and sale of property commonly known as 1380 E. Oakton St. Des Plaines, (the "Property"), hereby agree the parties will reproporate the 2020 and 2021 real estate taxes assessed or imposed upon the Property on the basis of the actual 2020 and 2021 year tax bill.

Seller agrees that Seller will promptly pay to Purchaser within thirty (30) days after receipt of a copy of the actual second installment real estate tax bill any increase, if any, between the actual tax bill and the amount credited to Purchaser at Closing. Purchaser agrees that Purchaser will promptly pay to Seller within thirty (30) days after receipt of a copy of the actual real estate tax bill any decrease, if any, between the actual tax bill and the amount credited to Purchaser at the Closing. Note that the 202__ real estate taxes will be prorated to the date of Closing. Any collection expenses, including court costs and reasonable attorney's fees, shall be paid by the party owing the money after the foregoing 30-day time period has elapsed.

Dated this ____ day of _____, 20__.

SELLER:

PURCHASER:

**City of Des Plaines,
An Illinois home rule corporation**

BY: _____

ITS: _____

EXHIBIT D

LIST OF PERSONAL PROPERTY

All lighting fixtures

(to be completed by the Parties within ten days from the Effective Date)



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 8, 2021

To: Michael G. Bartholomew, MCP, LEED-AP, 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: Disposal of City Vehicles/Equipment - Obenauf Auction Service

Issue: The City has a surplus of vehicles and equipment due to the purchase of replacements and maintaining right sizing of the City fleet. The vehicles/equipment have reached their useful life and are no longer of use to the City's departments.

Analysis: The Public Works and Engineering Vehicle Maintenance Division has evaluated the existing fleet and has compiled the attached list of 15 vehicles/equipment that are no longer of use to the City.

Utilization of the online auction allows us to manage our own web listings and retain the vehicles/equipment at the Public Works facility. These vehicles do not have to be delivered to a remote location which frees up staff time. Obenauf's three percent commission is competitive with similar auction vendors.

Recommendation: We request authorization from the City Council to dispose of the listed vehicles/equipment through Obenauf Auction Service, Inc., 810 Magna Drive, Round Lake, IL 60073.

Attachments:

Attachment 1 – Obenauf Auction Services Consignment Form
Ordinance M-6-21
Exhibit A - Auction List of Vehicles and Equipment

Form to Consign an Item
to the Obenauf Auction Service "OnLine" Auction Website
www.ObenaufAuctionsOnLine.com

To list your item on this site - email all information to: Auctionjim@comcast.net

NAME OR COMPANY:

ADDRESS:

PHONE NUMBER(S):

EMAIL ADDRESS:

CONTACT PERSON:

~ Complete Description ~

Description

Type in complete description (SAMPLE DESCRIPTIONS BELOW)

.01

2014 GMC Yukon Denali VIN: ----- (72,633 miles) black, 5.7L gas, auto trans, 4x4, leather heated seats front and rear, power windows, running boards, double door in back, Bose stereo with 6 disc CD changer, interior in good condition with minor wear, fold down back seats, exterior has minor scratches and some small dings, tires like new, just had recent tune up, no rust, low miles for age.
Start @ \$500 Reserve @ \$3,500

.02

Kenmore 24 cu. inch almond side-by-side refrigerator/freezer, in good working condition and very clean, with bottom drawers. Keeps items cold, great for second refrigerator. Exterior has no dents or scratches.
Start @ \$15 (SAMPLE)

.03

Craftsman roll-around bottom tool box with 3 large drawers and one flip open huge storage space 24" x 18" x 30" and "Vulcan" top tool box with 10 drawers and flip open top 24" x 16" x 18". All drawers work although a few stick. Very light surface rust on sides. **Start @ \$5 (SAMPLE)**

Type in multiple items in this space.

~ Inspection and Pickup arrangements ~

CONTACT PERSON:

LOCATION:

HOURS:

PHONE NUMBER:

All funds will be collected by **Obenauf Auction Service, Inc.** and paid to the consignor via an OAS check within approximately 30 days of the completion of the auction. A **Sellers Fee of 3%** will be deducted from the settlement check (All information and pictures provided via email by the consignor).

If **OAS** has to come to your facility to compile the item(s) information and take pictures an additional rate of \$35 per man hour will be deducted from your settlement.

A **Sellers Fee of 15%** will be deducted from the settlement check if items are brought to OAS facility (**OAS** will come to your facility and pickup item(s) for a charge, take pictures and post your item(s) on our **OnLine Internet Auction** site at an additional rate of \$35 per hour).

I HEREBY COMMISSION **OBENAUF AUCTION SERVICE, INC.** TO SELL THE ITEMS LISTED. I CERTIFY THAT I AM THE OWNER OF THE LISTED MERCHANDISE AND HAVE GOOD TITLE FOR DELIVERY TO PURCHSER AND THAT ALL ITEMS ARE FREE FROM ANY AND ALL ENCUMBRANCES. I AGREE TO ACCEPT ALL RESPONSIBILITY FOR PROVIDING ACCURATE DESCRIPTION OF MERCHANDISE SOLD **(IF ANY MERCHANDISE DESCRIPTION IS MIS-REPRESENTATED BY THE SELLER, YOU WILL BE REQUIRED TO TAKE YOUR ITEM BACK OR NEGOTIATE PRICE).** I AGREE TO HOLD HARMLESS **OBENAUF AUCTION SERVICE, INC.** AGAINST ANY CLAIMS ARISING BECAUSE OF ANY BREACH OF THE ABOVE CONDITIONS.

Seller _____ **Date:** _____

Typed name & date by e-mail transmission will constitute your signature.

Obenauf Auction Service, Inc.

810 Magna Drive

Round Lake, IL 60073

847-546-2095 office 847-546-2097 fax

CITY OF DES PLAINES

ORDINANCE M - 6 - 21

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF
SURPLUS PERSONAL PROPERTY OWNED BY THE CITY
OF DES PLAINES.**

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, the City is the owner of certain surplus vehicles and equipment (collectively, "*Surplus Personal Property*") described in detail in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance; and

WHEREAS, the City Council has determined that the Personal Property is no longer necessary or useful to, or for the best interest of, the City; and

WHEREAS, Obernauf Auction Service, Inc. ("*Obernauf*") operates an Internet-based auction service for the sale of property that meets the needs of the City; and

WHEREAS, the City desires to dispose of the Personal Property through an auction conducted by Obernauf; and

WHEREAS, the City Council has determined that it is in the best interest of the City to dispose of the Personal Property at in the manner 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 foregoing recitals are incorporated into, and made a part of, this ordinance as the findings of the City Council.

SECTION 2: AUTHORIZATION TO DISPOSE OF PERSONAL PROPERTY.

Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ICLS 5/11-76-4, Section 1-12-4 of the City Code of the City of Des Plaines, and the home rule powers of the City, the City Council hereby finds that the Personal Property is no longer necessary or useful to, or for the best interest of, the City. The City Manager, or his designee, is hereby authorized to sell the Personal Property at an auction conducted by Obernauf; provided, however, that no item of Surplus Personal Property

will be sold for a price that is less than the Minimum Sales Price for that item set forth in **Exhibit A**.

SECTION 3: AUTHORIZATION TO EXECUTE REQUIRED DOCUMENTS. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, all documents approved by the General Counsel and necessary to complete the disposition of the Surplus Personal Property in accordance with Section 2 of this Agreement.

SECTION 4: DEPOSIT OF AUCTION SALE PROCEEDS. The City Council hereby directs the City Manager and the Director of Finance to deposit into the City's General Fund the proceeds from the disposition of the Surplus Personal Property pursuant to Section 2 of this Ordinance.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Authorizing Disposition of Property Vehicles and Equipment via Obenauf Auction Service 2021

2021 Auction List

Asset #	Year	Make	Model	Description	VIN	Estimated Salvage Value	Minimum Bid
2001	2006	Ford	Explorer	Passenger Vehicle	1FMEU73E36UB31673	\$ 2,000.00	\$ 500.00
2014	2011	Ford	Crown Vic	Passenger Vehicle	2FABP7BV6BX149299	\$ 2,000.00	\$ 700.00
2023	2007	Ford	Fusion	Passenger Vehicle	3FAHP06Z77R274560	\$ 1,800.00	\$ 300.00
2024	2007	Ford	Fusion	Passenger Vehicle	3FAHP06Z07R274562	\$ 1,800.00	\$ 300.00
2025	2009	Honda	Civic/GX	Passenger Vehicle	1HGFA46549L001019	\$ 1,500.00	\$ 200.00
5056	2007	Freightliner/Tymco	FC80	Tymco sweeper	1FVAB6BV17DX20103	\$ 6,500.00	\$ 1,500.00
7409	2006	Ford	Explorer	Passenger Vehicle	1FMEU73E96UB31676	\$ 2,000.00	\$ 500.00
7410	2006	Ford	Explorer	Passenger Vehicle	1FMEU73E26UB31678	\$ 2,000.00	\$ 500.00
6501	2001	Ford	Excursion	Passenger Vehicle	1FMNU41S81ED43785	\$ 1,200.00	\$ 500.00
6512	2005	Ford	Explorer	Passenger Vehicle	1FMZU73K25ZA65819	\$ 2,000.00	\$ 500.00
6062	2015	Ford	Explorer	Passenger Vehicle	1FM5K8ARXFG61365	\$ 6,500.00	\$ 2,000.00
5023	2006	Morbark	Hurricane	Chipper	4S8SZ1911DW051252	\$ 2,000.00	\$ 500.00
	1996	Toyota	Corolla	Passenger Vehicle	1NXBB02E9TZ358024	\$ 1,000.00	\$ 100.00
6508	2000	Ford	E450	Ambulance	1FDXE45F0YHA07690	\$ 1,500.00	\$ 300.00
7516	1967	Army 6X6		6X6	4L-5678	\$ 3,000.00	\$ 500.00

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD VIA ZOOM VIDEO CONFERENCE ON MONDAY, APRIL 19, 2021

CALL TO ORDER:

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Bogusz at 7:01 p.m. The meeting was lived-streamed via: <http://desplaines.org/accessdeplaines> and played on DPTV Channel 17 on Monday, April 19, 2021.

ROLL CALL:

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Rodd, Zadrozny, Brookman, Chester, Smith, Goczkowski. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Community and Economic Development Director McMahon, Fire Chief Anderson, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE:

The prayer was offered by Alderman Rodd followed by the Pledge of Allegiance to the Flag of the United States of America offered by Alderman Rodd.

New Business Item 2A - Consideration of a Conditional Use for the Property located at 110 S River Road – Ordinance Z-32-21- was removed from the agenda at the request of staff.

PUBLIC COMMENT:

The City of Des Plaines continues to follow social distancing requirements. In response to the risks created by the COVID-19 outbreak, Governor Pritzker issued Executive Order 2020-07 on March 16, 2020, suspending the Open Meetings Act provision relating to in-person attendance by the members of the public body. Tonight's meeting is allowed to be conducted via video conferencing.

Public comments were allowed to be e-mailed to publiccomments@desplaines.org or phoned in to the City Clerk's Office by 5:00 p.m. on April 19, 2021. No public comments were submitted to the City Council.

MAYORAL ANNOUNCEMENT

On March 16, 2020, a Declaration of Civil Emergency for the City of Des Plaines related to the COVID-19 emergency was authorized. The Declaration provided that: (1) the City may enter into contracts for the emergency purchase of goods and services; (2) the City Manager may implement emergency staffing protocols pursuant to the City's respective collective bargaining agreements; and (3) directed City officials and employees to cooperate with other government agencies.

In accordance with Illinois statutes, the Mayor's Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the next adjournment of the next special or City Council meeting. This extension of the Declaration includes Mayor Bogusz's Supplemental Order dated July 29, 2020.

(Cont.)

Moved by Brookman, seconded by Moylan, to extend the Mayor's March 16, 2020 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CITY CLERK
ANNOUNCEMENT**

None.

**MANAGER'S
REPORT:**

None.

**CITY ATTORNEY/
GEN. COUNSEL
REPORT**

None.

**CONSENT
AGENDA:**

Moved by Moylan, seconded by Goczkowski, to establish the Consent Agenda. Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Brookman, seconded by Rodd, to approve the Consent Agenda. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Resolutions R-76-21, R-77-21, R-78-21; Ordinance M-5-21 were adopted.

**AUTHORIZE
DISPOSAL
VEHICLES/EQUIP
Consent Agenda
Ordinance
M-6-21**

Moved by Brookman, seconded by Moylan to Approve First Reading of Ordinance M-6-21: Authorizing the Disposal of Listed Vehicles and Equipment Through Obenauf Auction Service, Inc., Round Lake, Illinois

Motion declared carried as approved unanimously under Consent Agenda.

TERMINATE
LICENSE
AGREEMENT
W/CRAFT
MANAGEMENT
Consent Agenda
Resolution
R-76-21

Moved by Brookman, seconded by Moylan to Approve Ordinance R-76-21:
 Terminating the License Agreement with Craft Management, Inc., for the Operation
 of a Concession in the Downtown Train Station

Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
LICENSE
AGREEMENT
W/JUICE &
BERRY
Consent Agenda
Resolution
R-77-21

Moved by Brookman, seconded by Moylan to Approve Ordinance R-77-21:
 Approving a License Agreement with Juice & Berry, LLC for the Operation of a
 Concession in the Downtown Train Station

Motion declared carried as approved unanimously under Consent Agenda.

APPROVE PROF
SERVICES
AGREEMENT
W/NORTHWEST
COMMUNITY
HEALTHCARE
Consent Agenda
Resolution
R-78-21

Moved by Brookman, seconded by Moylan to Approve Ordinance R-78-21:
 Approving a Professional Services Agreement with Northwest Community
 Healthcare for Occupational Health Services for the Period of May 1, 2021 Through
 May 31, 2024

Motion declared carried as approved unanimously under Consent Agenda.

APPROVE
MINUTES:
Consent Agenda

Moved by Brookman, seconded by Moylan, to approve the Minutes of the City Council
 meeting of April 5, 2021, as published. Motion declared carried as approved
 unanimously under Consent Agenda

APPROVE
CLOSED SESSION
MINUTES:
Consent Agenda

Moved by Rodd, seconded by Chester, to approve the Minutes of the City Council
 Closed Session meeting of April 5, 2021, as published. Motion declared carried as
 approved unanimously under Consent Agenda

NEW BUSINESS:

FINANCE & ADMINISTRATION – Alderman Chester, Chairman

WARRANT
REGISTER:
Resolution
R-72-21

Moved by Chester, seconded by Rodd, to approve the Warrant Register of
 April 19, 2021 in the Amount of \$3,297,620.13 and approve Resolution R-72-21.
 Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny,
 Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

LEGAL & LICENSING –Alderman Carla Brookman, Chair**CONSIDER
AMENDMENT/
CITY
MANAGER'S
EMPLOYMENT
CONTRACT:**

The Sixth Amendment to the City Manager's Employment Agreement was presented for consideration. The Employer and the Employee entered into a "City Manager Employment Agreement" dated April 16, 2012, as amended by the First Amendment to the Agreement on November 4, 2013, the Second Amendment to the Agreement on July 20, 2015, the Third Amendment to the Agreement on April 2, 2018, the Fourth Amendment to the Agreement on April 21, 2019 and the Fifth Amendment on September 8, 2020.

Resolution
R-60-21

Moved by Lysakowski, seconded by Rodd, to approve Resolution R-60-21, A RESOLUTION APPROVING A SIXTH AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MICHAEL G BARTHOLOMEW to include a 6.39 percent salary increase. Upon roll call, the vote was:

AYES: 8- Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0- None

ABSENT: 0- None

Motion declared carried.

COMMUNITY SERVICES –Alderman Andrew Goczkowski, Chair**CONSIDER
GRANT
RECIPIENTS/
2021 SOCIAL
SERVICES
PROGRAM**

As part of the FY2021 Budget, City Council allocated \$160,000.00 for disbursement to social service agencies that provide services to Des Plaines residents in need. The Health and Human Services Division (HHS) has solicited and evaluated grant requests from social service agencies that serve the Des Plaines community.

This year 28 agencies submitted applications requesting funding through the City of Des Plaines.

All of the agencies expressed gratitude for the City's program and stressed how valuable local support is for leveraging funding from other sources, which strengthens their service capabilities for our residents.

Caryn Fliegler, Grant Manager, The Josselyn Center, expressed her gratitude for the grant funding they are receiving.

Staff recommended approval of Resolution R-75-21.

Moved by Chester, seconded by Zadrozny, to Approve Resolution R-75-21, A RESOLUTION AUTHORIZING THE DISBURSEMENT OF SOCIAL SERVICES FUNDS TO TWENTY_EIGHT SOCIAL SERVICE AGENCIES. Upon roll call, the vote was:

AYES: 8- Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0- None

ABSENT: 0- None

Motion declared carried.

**CLOSED
SESSION:**

Moved by Brookman, seconded by Moylan to adjourn to Closed Session to discuss Sale or Purchase of Property. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

ADJOURNMENT:

The meeting adjourned at 7:29 p.m.

Jennifer Tsalapatani, City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Matthew J. Bogusz, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: April 21, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-83-21, May 3, 2021 Warrant Register

A handwritten signature in blue ink, appearing to be 'DZW', is located to the right of the 'To' and 'From' lines.

Recommendation: I recommend that the City Council approve the May 3, 2021 Warrant Register Resolution R-83-21.

Warrant Register.....\$4,246,474.44

Estimated General Fund Balance

Balance as of 02/28/2021: \$18,062,542

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-83-21

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 3, 2021

City of Des Plaines

Warrant Register 05/03/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Elected Office					
Division: 110 - Legislative					
1	6000	Professional Services	7692 Advantage Government Strategies LLC	2031 Lobbyist Services March 2021 R-183-20	5,000.00
2	6000	Professional Services	1016 Alfred G Ronan LTD	April 2021 Lobbyist Services - April 2021 - R-182-20	5,000.00
3	7000	Office Supplies	1644 Warehouse Direct Inc	4925640-0 Plasticware, Scissors, File Folders, Boxes, Etc.	88.63
4	7000	Office Supplies	1644 Warehouse Direct Inc	4925640-1 Paper Clip Mesh Cup	2.02
5	7200	Other Supplies	1644 Warehouse Direct Inc	4925640-0 Plasticware, Scissors, File Folders, Boxes, Etc.	27.20
Total 110 - Legislative					10,117.85

Division: 120 - City Clerk					
6	6100	Publication of Notices	1069 Paddock Publications Inc	176038 Legal Notice - 2021 CIP Contract A & 2021 CIP Concrete Prog	83.70
7	6120	Recording Fees	1139 Cook County of Illinois	29003312021 March 2021 Recorded Documents	708.00
8	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041021 Water Delivery 04/01/2021	7.00
9	7500	Postage & Parcel	1041 Federal Express	7-324-10330 Delivery Service 03/17 & 03/29/2021	40.04
Total 120 - City Clerk					838.74

Total 10 - Elected Office					10,956.59
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City Administration					
Division: 210 - City Manager					
10	7000	Office Supplies	1644 Warehouse Direct Inc	4925497-0 1 Box of Confidential Envelopes	62.77
11	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041021 Water Delivery 04/01/2021	64.23
Total 210 - City Manager					127.00

Division: 220 - Legal					
12	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	13900 Legal Fees 3/1/2021 - 3/31/2021	1,955.00
Total 220 - Legal					1,955.00

Division: 230 - Information Technology					
13	6110	Printing Services	4889 Konica Minolta Business Solutions USA Inc	9007085801 Konica Copier Usage For 08/01/20-08/31/20	645.48
14	6110	Printing Services	4889 Konica Minolta Business Solutions USA Inc	9007117686 Konica Copier Usage For 08/03/20-09/02/20	297.08
15	6110	Printing Services	4889 Konica Minolta Business Solutions USA Inc	9007122078 Konica Copier Usage For 09/03/20-09/03/20	14.43
16	6300	R&M Software	5952 Neogov	INV-19907 Insight Subscription Renewal 5/18/21 - 5/17/22	8,126.52
17	6305	R&M Equipment	8355 Curvature Technologies LLC	90607194 Server Maintenance Contract 04/01/21-04/30/21	117.00

City of Des Plaines

Warrant Register 05/03/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
18	7005	Printer Supplies	1820 Datasource Ink	21111	10 Toner Cartridges For Various City Printers	1,230.00
19	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041021	Water Delivery 04/01/2021	44.76
20	7320	Equipment < \$5,000	1322 Insight Public Sector	1100821706	Ubiquiti Access Point And Antenna	721.64
Total 230 - Information Technology						11,196.91

Division: 240 - Media Services						
21	6195	Miscellaneous Contractual Services	6622 EarthCam Inc	WS0401210998	Subscription for Video of Downtown Project 5/8/21 - 5/8/22	6,195.00
22	6305	R&M Equipment	3294 AVI Systems Inc	88727261	Service Call 2/4/2021 Regarding Zoom Conference Computer	260.00
Total 240 - Media Services						6,455.00

Division: 250 - Human Resources						
23	5340	Pre-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	718561	New Hire Pre-Employment Testing 03/02-03/12/2021	527.00
24	5340	Pre-Employment Testing	8291 Accurate Employment Screening LLC	AUR2033338	Applicant Background Screenings 03/01-03/31/2021	338.75
25	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	719224	DPFD 1st Year Random Testing 03/30/2021	80.00
26	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	2534	HR & CED Job Ads 03/31-04/17/2021	100.00
27	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041021	Water Delivery 04/01/2021	28.27
28	7500	Postage & Parcel	1041 Federal Express	7-324-10330	Delivery Service 03/17 & 03/29/2021	27.71
Total 250 - Human Resources						1,101.73

Total 20 - City Administration						20,835.64
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Department: 30 - Finance						
29	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041021	Water Delivery 04/01/2021	86.72
Total 30 - Finance						86.72

Community Development						
Division: 410 - Building & Code Enforcement						
30	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7600	Utility Web & Business License Transaction Fee for March 2021	3.20
31	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041021	Water Delivery 04/01/2021	76.23
Total 410 - Building & Code Enforcement						79.43

Division: 430 - Economic Development						
32	6000	Professional Services	5215 CoStar Realty Information Inc	113653743-1	April 2021 Available Property Database	398.79

City of Des Plaines

Warrant Register 05/03/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
33	6601	Incentive - Business Assistance	8394 Bowl and BBQ Restaurant Inc	GRANT - 4/14/21	Small Business Safe Reopening Grant - 4/14/21 - R-50-21	470.00
34	6601	Incentive - Business Assistance	6228 Charcoal Delights on Oakton Inc	GRANT - 4/14/21	Small Business Safe Reopening Grant - 4/14/21 - R-50-21	329.95
35	6601	Incentive - Business Assistance	8393 TKY Inc	GRANT - 4/14/21	Small Business Safe Reopening Grant - 4/14/21 - R-50-21	1,196.54
Total 430 - Economic Development						2,395.28

Total 40 - Community Development						2,474.71
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Public Works & Engineering						
Division: 100 - Administration						
36	6025	Administrative Services	7615 Sebis Direct Inc	31958	Utility Bill Rendering Serv - Bill Drop Dates 03/18-03/19/2021	184.84
37	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7600	Utility Web & Business License Transaction Fee for March 2021	43.96
38	6040	Waste Hauling & Debris Removal	1021 Republic Services Inc	0551-015136717	Waste/Recycling Overage 3/1/21	30.00
39	6300	R&M Software	6646 Tracker Software Corporation	303-012	PubWorks Annual Support - 05/01/2021-04/30/2022	5,199.00
Total 100 - Administration						5,457.80

Division: 520 - Geographic Information Systems						
40	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5540	Geographic Information System Support 03/01-03/31/2021	17,376.17
Total 520 - Geographic Information Systems						17,376.17

Division: 530 - Street Maintenance						
41	6040	Waste Hauling & Debris Removal	7144 Sivi Group LLC, The	841	Spoils Disposal 2020; 11/30/20-12/4/20	5,506.66
42	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	3470	587 Trees Trimmed; 3/11/21-4/9/21; R-169-19	19,728.75
43	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	3505	Tree Trimming - Rand/Wolf & 596 Columbia - 04/12/2021, R-169-19	3,238.00
44	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	109931	Irrigation Repair - 2201 Pine Plow Damage - 03/30/2021	288.60
45	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	190749	Spring Clean Up - Downtown - 03/31/2021	2,356.00
46	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	191041	Greenspace Spring Clean Ups - 03/31/2021, R-27-21	3,970.00
47	6195	Miscellaneous Contractual Services	8282 JM Irrigation LLC	45244B	Spring Start Up and Repairs-Ellinwood Pearson-River 04/06/2021	371.60
48	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS364065	City-Wide Street Sweeping - 03/31/2021, R-5-21	15,759.00

City of Des Plaines

Warrant Register 05/03/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
49	6325	R&M Street Lights	1044 H&H Electric Co	36619	Street Light Repairs at Six Locations 03/08/2021; R-78-19	1,084.20
50	6325	R&M Street Lights	1044 H&H Electric Co	36620	Streetlight Repair at 2 Locations 03/09/2021; R-78-19	465.42
51	7000	Office Supplies	1057 Menard Incorporated	77329	Clipboard	22.73
52	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	71665	Hose Nozzles	32.45
53	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	77081	Materials for Water Truck # 5090	69.56
54	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	77328	Hammers, Tape Measure, Etc.	140.02
55	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	944841	Engraver Tool	26.49
56	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	945856	2 Squeegees & 2 Metal Handles	57.74
57	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI10567129	Shovel	26.99
58	7050	Supplies - Streetscape	1757 JCK Contractors Inc	28727	20-22 Cu Yds Top Soil - Parkway Restorations - 03/27/2021	355.00
59	7050	Supplies - Streetscape	1516 Arthur Clesen Inc	358575	50# Bag Grass Seed - Parkways - 04/02/2021	127.50
60	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10377089	Top Soil for Parkway Restorations	118.60
61	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10377611	Top Soil for Parkway Restorations/Repairs	88.95
62	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10377679	Top Soil for Restorations	118.60
63	7055	Supplies - Street R&M	1047 Home Depot Credit Svcs	0620203	6 Cans Spray Paint - Graffiti Library Deck	53.40
64	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74075	Asphalt for Water Main Break Restorations; R-38-21	283.92
65	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74125	Asphalt for Main Break Restoration; R-38-21	614.04
66	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	74225	15.92 Tons Asphalt - Restorations - 04/09/2021, R-38-21	668.64
Total 530 - Street Maintenance						55,572.86

Division: 535 - Facilities & Grounds Maintenance						
67	6000	Professional Services	7619 Henneman Engineering Inc	77098	Civic Center HVAC Replacement; 3/1/21-3/31/21;R-180-19	31,158.20
68	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	04-1565	Pest Control for PD and City Hall Exterior 04/01/2021	80.00
69	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	04-1566	Pest Control for PD and City Hall Interior 04/01/2021	193.00

City of Des Plaines

Warrant Register 05/03/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
70	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4080161800	Mat Service - Metra Train Station - 03/31/2021	35.00
71	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4080817288	Metra Station Mat Service 04/07/2021	35.00
72	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4080817425	Police Station Mat Service 04/07/2021	122.24
73	6195	Miscellaneous Contractual Services	5214 State Industrial Products	901934859	Drain Maintenance Program for City Hall Sewer 04/08/2021	109.27
74	6315	R&M Buildings & Structures	7689 Ambius	016730CS306535	April 2021 Bill for Plant Maintenance	361.94
75	6315	R&M Buildings & Structures	1025 Bedco Inc	096957	Coil Repair City Hall 03/18/2021	1,265.00
76	6315	R&M Buildings & Structures	1025 Bedco Inc	096967	Coil Testing and Repair 03/26/2021	3,718.70
77	6315	R&M Buildings & Structures	1025 Bedco Inc	096975	2nd Flr Air Handler Start-Up After Repairs 04/01/2021	460.00
78	6315	R&M Buildings & Structures	2027 American National Skyline Inc	291853	Window Washing at Depot 06/10/2020	223.22
79	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	89627	Fix Garage Doors in EMA Bldg 01/22/2021	857.30
80	7025	Supplies - Custodial	1028 Case Lots Inc	3853	Janitorial Supplies for City Hall	2,105.25
81	7025	Supplies - Custodial	1029 Cintas Corporation	4080161840	Cleaners, Paper Towels, Air Freshener, Etc - PW - 03/31/2021	143.85
82	7025	Supplies - Custodial	1029 Cintas Corporation	4080817475	Custodial Supplies	254.43
83	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1062243	Cylinder for PD	76.40
84	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1062409	Hinge for City Hall	14.88
85	7045	Supplies - Building R&M	3378 Michael Wagner & Sons Inc	1508027	PVC Plumbing for the 6th Floor Suite Remodel	5.68
86	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3031661	4" Clamp for A/C Unit in Finance Dept	7.08
87	7045	Supplies - Building R&M	1057 Menard Incorporated	74690	Outlet for Station 61	19.99
88	7045	Supplies - Building R&M	1057 Menard Incorporated	74707	Tapcons for Door System Install	18.43
89	7045	Supplies - Building R&M	1057 Menard Incorporated	76520	5 Replacement Outlets - Police Station	9.95
90	7045	Supplies - Building R&M	1057 Menard Incorporated	76619	Painters Tape/Plastic/Etc for City Hall	111.46
91	7045	Supplies - Building R&M	1057 Menard Incorporated	76637	Fire Station 62 Door Repair Parts	17.77
92	7045	Supplies - Building R&M	1057 Menard Incorporated	76906	Garage Door Repair Parts Fire Station 62	12.28
93	7045	Supplies - Building R&M	1057 Menard Incorporated	76950	Wood and Shims for Door	68.04
94	7045	Supplies - Building R&M	1057 Menard Incorporated	76965	Door Jamb and Mortise Kit City Hall	59.96
95	7045	Supplies - Building R&M	1057 Menard Incorporated	77028	Electric Supplies for the IT Room at PW	84.96

City of Des Plaines

Warrant Register 05/03/2021

Line #	Account		Vendor	Invoice	Invoice Description	Amount
96	7045	Supplies - Building R&M	1057 Menard Incorporated	77029	IT Room at PW Electric Supplies	21.20
97	7045	Supplies - Building R&M	1057 Menard Incorporated	77330	Condensate Pump for Food Pantry	49.99
98	7045	Supplies - Building R&M	1550 Addison Building Material Co	948779	New Duct Work for Temp A/C Unit in Finance	84.57
99	7045	Supplies - Building R&M	1043 WW Grainger Inc	9853901222	Overhead Door Belt - Fire Station #62	11.51
100	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/050030	CAT 6 Cable - Civic Deck	4,380.00
Total 535 - Facilities & Grounds Maintenance						46,176.55

Division: 540 - Vehicle Maintenance						
101	6115	Licensing/Titles	1710 Cumberland Servicenter Inc	51401	Safety Lane Coupons - 04/13/2021	483.00
102	6135	Rentals	1029 Cintas Corporation	4080133466	Mechanic's Uniform Rental - 03/31/2021	137.54
103	6135	Rentals	1029 Cintas Corporation	4080806368	Mechanics Uniform Rental 04/07/2021	137.54
104	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	151629	Towing Services - PW 5082 - 02/23/2021	407.00
105	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	62645529	Oxygen & Acetylene Cylinders - PW Stock	188.39
106	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	25128	Gas Pump Repair - PW 5PW3 - 04/07/2021	1,326.75
107	6305	R&M Equipment	1088 Atlas Bobcat LLC	716809	Tire Replacement 02/28/2021	1,636.50
108	6310	R&M Vehicles	1739 Morton Grove Automotive Inc	03/26/2021	Rebuilt Alternator FD 7802	1,500.00
109	6310	R&M Vehicles	2015 Drivetrain Service & Components Inc	279029	Replaced Support Bearing and Balanced PW#5090 02/17/2021	242.80
110	6310	R&M Vehicles	1643 Golf Mill Ford	832866	R&R L/R Tire Sensor and Engine V-Belt PD#6091 03/31/2021	135.82
111	7000	Office Supplies	4177 Uline Inc	131803930	Binder Pages	96.92
112	7030	Supplies - Tools & Hardware	1062 NAPA of Des Plaines	5741-792196	Shop Tool Adapter	51.60
113	7030	Supplies - Tools & Hardware	1450 Terrace Supply Co	70494714	Torch Tips	152.20
114	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-787357	Battery - PW 5097	117.57
115	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-787383	Returned V-Belt - PW 5011	(89.49)
116	7035	Supplies - Equipment R&M	1053 Kimball Midwest	8652222	10 Lynch Pins & 50 Bolts - PW 5097	41.08
117	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BI0722	V-Belt, Antifreeze, Gasket, T-Stat, Alternator; PW #5011	376.94
118	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BI1523	Hydraulic Hoses - PW Stock	250.12
119	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W89595	Electrical Harness - PW#5T13	74.78

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
120	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000250330	Electrical Connectors - FD Stock	496.76
121	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0187224	Purge Valve, Brake Parts, & Shocks - Police Stock	807.60
122	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0187582	16 Wiper Blades - Police Stock	156.32
123	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0194239	4 Tire Pressure Sensors - Police Stock	208.80
124	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0195902	Brake Pads, Brake Rotors, & Filters - Police Stock	592.86
125	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133081792	Engine Oil, Washer Solvent, Penetrating Oil	1,003.47
126	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	21551	Door Latch and Handle - FD#7707	316.83
127	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280118120	4 Truck Tires	1,287.00
128	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	450 /2	Nuts and Fasteners PW #5097	50.47
129	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	5005465P	Side Mirror - PD #6920	409.26
130	7040	Supplies - Vehicle R&M	3480 Moore Industrial Hardware	519109	Grab Handles, Latches, & Chain Hooks - Fire 7801	286.82
131	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-786799	Air Tool Oil - PW 5089, 5090, & 5091	13.86
132	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-787770	Windshield Wash & Diesel Transmission Fluid - PW Stock	414.52
133	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-787957	Brake Chamber - PW Stock	80.30
134	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-791629	Gas Cap - PD#6004	11.89
135	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-792610	Air Filters for PW Stock	66.16
136	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-792687	Strobe Light PW 5052	106.99
137	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	76739	Cleaning Supplies - Truck 5101	5.99
138	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8644161	Plow Bolts & Nuts - PW Stock	598.40
139	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8645812	20 Plow Bolts - PW Stock	93.54
140	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8648617	Plow Bolts & Nuts - PW Stock	345.59
141	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8649242	75 Plow Bolts - PW Stock	88.65
142	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8654712	50 Plow Bots - PW Stock	107.35
143	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8776540	Fuses, Shrink Wrap, Electrical Connectors, Drill Bits, Washers	426.22
144	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8776541	Penetrating Grease; PW Stock	107.87

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
145	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P08414	Oil Pressure Switch, Gear Counter Motor, Etc - Fire 7801	853.76
146	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P08628	Rocker Switches - Fire 7608	376.90
147	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P38549368	3 Batteries - PW Stock	121.01
148	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101029869:01	Top Dash Panel PD7707	170.87
149	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101029889:01	Dash Trim Plate FD7707	103.72
150	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101029898:01	Panel Trim Plate FD7707	103.72
151	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101029903:01	Starter FD7706	232.30
152	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101030021:01	Returned Panel Trim Plate FD7707	(103.72)
153	7120	Gasoline	7349 Wex Inc	70997349	Fuel Purchases-FD & PD 02/26-03/29/2021	274.03
154	7130	Diesel	7349 Wex Inc	70997349	Fuel Purchases-FD & PD 02/26-03/29/2021	555.45
Total 540 - Vehicle Maintenance						18,038.62

Total 50 - Public Works & Engineering	142,622.00
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Police Department						
Division: 610 - Uniformed Patrol						
155	5325	Training	7221 Imprimus Forensic Services LLC	951	Fingerprint Development & Recovery Class 5/24-5/26/2021 (2 Ofc)	838.00
156	5325	Training	7221 Imprimus Forensic Services LLC	952	Physical Evidence in Burglary Invest Class 9/15/2021 (2 Ofc)	198.00
157	7200	Other Supplies	2508 Doje's Forensic Supplies	22068	8 Polyvinylsiloxane PVS Cartridges	162.36
Total 610 - Uniformed Patrol						1,198.36

Division: 620 - Criminal Investigation						
158	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20210331	Investigations Database March 2021	343.25
Total 620 - Criminal Investigation						343.25

Division: 630 - Support Services						
159	5310	Membership Dues	1261 Northeast Multiregional Training	281555	Annual Membership Fee 07/01/2021-07/01/2022- Police Dept	9,310.00
160	6000	Professional Services	5975 Aero Removals Trisons Inc	21053A	Removal and Transport of 4 Deceased 2021 March	1,400.00
161	6000	Professional Services	7510 RE Walsh & Associates Inc	23659	FBI-NGI Fingerprint Services- Case #05-04641 03/05/2021	687.50

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
162	6110	Printing Services	1233 Press Tech Inc	47682	12 Boxes of Business Cards 3/31/2021	240.00
163	6185	Animal Control	1266 Northwest Animal Hospital PC	00433773	Stray Animals January 2021 (4)	254.00
164	6185	Animal Control	1266 Northwest Animal Hospital PC	00433775	Stray Animals February 2021 (7)	325.00
165	6185	Animal Control	1266 Northwest Animal Hospital PC	00433776	Stray Animals March 2021 (7)	534.50
166	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	108883	Battery Booster Rental 2nd Quarter 2021	84.00
167	6195	Miscellaneous Contractual Services	7736 Velan Solutions LLC	285	Police Peer Support Network System Renewal 5/16/2021-5/15/2022	2,256.00
168	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8181795866	Shredding Services PD 3/12, 3/19, 3/26, 4/2/2021	497.89
169	7000	Office Supplies	1644 Warehouse Direct Inc	4927490-0	Paper, Note Pad, Paper Plates	178.63
170	7000	Office Supplies	1644 Warehouse Direct Inc	4927503-0	Thumb Drives, Paper, Note Pads, DVD-R, CD-R	445.15
171	7015	Supplies - Police Range	5197 Kieslers Police Supply Inc	IN162596	2020 Departmental Ammunition 9MM (14 Cases)	2,665.60
172	7200	Other Supplies	1580 Mighty Mites Awards Inc	15202	Retirement Plaque (1 Ofc)	93.00
173	7200	Other Supplies	1644 Warehouse Direct Inc	4927490-0	Paper, Note Pad, Paper Plates	25.36
174	7300	Uniforms	1489 JG Uniforms Inc	83190	New CSO Uniform 4 Shirts, 2 Pants, Belt, Traffic Vest	282.50
Total 630 - Support Services						19,279.13

Total 60 - Police Department	20,820.74
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Fire Department						
Division: 100 - Administration						
175	5310	Membership Dues	1743 IL Fire Chiefs Association	2065	Membership Renewal 2021-9 Fire Dept Employees	750.00
176	6195	Miscellaneous Contractual Services	1580 Mighty Mites Awards Inc	15213	Name Plate for Door at Station 61	35.00
177	7300	Uniforms	3212 On Time Embroidery Inc	80886	NFPA Station Pants - Fire Chief	56.00
178	7300	Uniforms	3212 On Time Embroidery Inc	80997	2 New Dimension Shirts, Pants - 1 Deputy Chief	148.00
179	7300	Uniforms	3212 On Time Embroidery Inc	82298	3 Shirt Badges - Division Chief	255.00
180	7300	Uniforms	3212 On Time Embroidery Inc	82470	2 Trousers - 1 Div Chief	144.00
181	7300	Uniforms	3212 On Time Embroidery Inc	82471	EMS Responder Jacket - Deputy Chief	294.00
182	7300	Uniforms	3212 On Time Embroidery Inc	84008	Class A Rain Coat - 1 Deputy Chief	199.00
Total 100 - Administration						1,881.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Division: 710 - Emergency Services						
183	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	718861	Return To Work Eval -1 Paramedic 03/16/2021	95.00
184	6000	Professional Services	8192 Rebound	1779	Consulting-Orthopedic Patient Navigator Contract-April 2021	823.39
185	6035	Dispatch Services	5973 Emergency Twenty Four Inc	30386	Elevator Alarm Dispatch March 2021	1,828.00
186	6195	Miscellaneous Contractual Services	1745 Suburban Accents Inc	30328	Remove & Replace Decals Dive Veh. Squad 63 & Rescue 63	1,175.00
187	6300	R&M Software	8391 Kno2 LLC	5781	Annual Instance Fees for Image Trend 04/01/21-03/31/2022	1,300.00
188	6305	R&M Equipment	1519 Sensit Technologies	0307131-IN	Repair to Sensit Meter 03/26/2021	585.40
189	6305	R&M Equipment	1080 Air One Equipment Inc	167289	5 SCBA Cylinder Hydrotests 03/31/2021	107.50
190	6305	R&M Equipment	2440 DJS Scuba Locker Inc	SSA58567	Annual Service Dive Equipment, 03/02/2021	2,305.02
191	7025	Supplies - Custodial	8019 Ferguson Facilities	0283176-1	2 Cs Dishwasher Detergent	70.42
192	7035	Supplies - Equipment R&M	1747 Murphy's Contractors Equipment Inc	213314	Parts for T61 Entry Saw	24.30
193	7200	Other Supplies	1076 Sam's Club Direct	0630	42 Cs Bottled Water For All Stations	141.12
194	7200	Other Supplies	3297 Bound Tree Medical LLC	84007893	5 CPR Masks, 6 Airways, Cannula, Oxygen Mask, 2 Trauma Bags	1,346.55
195	7200	Other Supplies	1571 Welding Industrial Supply	R02691218	15 Therapy Oxygen Cylinders, March 2021	207.97
196	7300	Uniforms	3212 On Time Embroidery Inc	76613	Rain Coat - Paramedic	189.00
197	7300	Uniforms	3212 On Time Embroidery Inc	80686	2 Zip Job Shirts - 1 Lieutenant	152.00
198	7300	Uniforms	3212 On Time Embroidery Inc	81266	Trousers - 1 Engineer	72.00
199	7300	Uniforms	3212 On Time Embroidery Inc	81286	2 Trousers - 1 Engineer	144.00
200	7300	Uniforms	3212 On Time Embroidery Inc	81335	2 Trousers - 1 Paramedic	144.00
201	7300	Uniforms	3212 On Time Embroidery Inc	82283	2 T-Shirts - Paramedic	18.00
202	7300	Uniforms	3212 On Time Embroidery Inc	82296	Zip Tactical Fleece Jacket, Cargo Pants - 1 Paramedic	181.00
203	7300	Uniforms	3212 On Time Embroidery Inc	82370	Oxford Safety Toe - Paramedic	89.00
204	7300	Uniforms	3212 On Time Embroidery Inc	82384	Fleece jacket, Trousers - Paramedic	191.00
205	7300	Uniforms	3212 On Time Embroidery Inc	82406	Polo - Paramedic	46.00
206	7300	Uniforms	3212 On Time Embroidery Inc	82472	L/S Polo - 1 Paramedic	49.00
207	7300	Uniforms	3212 On Time Embroidery Inc	82473	New Hire Uniform Items - New Candidate	1,124.00
208	7300	Uniforms	3212 On Time Embroidery Inc	82504	2 Trousers - 1 Paramedic	144.00
209	7300	Uniforms	3212 On Time Embroidery Inc	82517	3 Station Pants, Short, Polo - 1 Paramedic	257.00
210	7300	Uniforms	3212 On Time Embroidery Inc	82585	3 S/S Polo's - Paramedic	126.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
211	7300	Uniforms	3212 On Time Embroidery Inc	82848	Zip Job Shirt, NFPA Station Pants, Polo - 1 Engineer	169.00
212	7300	Uniforms	3212 On Time Embroidery Inc	82852	Job Shirt, 2 S/S Polo's, 2 L/S Polo's - Paramedic/Engineer	247.00
213	7300	Uniforms	3212 On Time Embroidery Inc	82944	2 Job Shirts - Paramedic	130.00
214	7300	Uniforms	3212 On Time Embroidery Inc	82962	Fleece Jacket - Paramedic	119.00
215	7300	Uniforms	3212 On Time Embroidery Inc	82974	Job Shirt, 2 S/S Polo's, L/S Polo - Paramedic	208.00
216	7300	Uniforms	3212 On Time Embroidery Inc	82998	2 Trousers - Paramedic	144.00
217	7300	Uniforms	3212 On Time Embroidery Inc	83017	2 Shorts, Steel Toe Boot, Knit Cap - 1 Paramedic	239.00
218	7300	Uniforms	3212 On Time Embroidery Inc	83196	NFPA Station Pants -1 Engineer	56.00
219	7300	Uniforms	3212 On Time Embroidery Inc	83197	Polo - 1 Engineer	46.00
220	7300	Uniforms	3212 On Time Embroidery Inc	83198	Steel Toe Boot - Paramedic	159.00
221	7300	Uniforms	3212 On Time Embroidery Inc	83199	New Uniform Items for New Candidate	741.00
222	7300	Uniforms	3212 On Time Embroidery Inc	83316	Leather Belt - Paramedic	26.00
223	7300	Uniforms	3212 On Time Embroidery Inc	83433	3 T-Shirts - 1 Engineer	36.00
224	7300	Uniforms	3212 On Time Embroidery Inc	83551	2 T-Shirts, Mock Turtleneck - 1 Paramedic	40.00
225	7300	Uniforms	3212 On Time Embroidery Inc	83552	Twill Cap, Pocketed Short, 3 T-Shirts - Paramedic	65.00
226	7300	Uniforms	3212 On Time Embroidery Inc	83553	4 T-Shirts, Long Sleeve T-Shirt - Paramedic	72.00
227	7300	Uniforms	3212 On Time Embroidery Inc	83554	4 T-Shirts - 1 Paramedic	36.00
228	7300	Uniforms	3212 On Time Embroidery Inc	83555	2 L/S T-Shirts - Paramedic/Engineer	24.00
229	7300	Uniforms	3212 On Time Embroidery Inc	83773	2 BDU Shorts, Paramedic	58.00
230	7300	Uniforms	3212 On Time Embroidery Inc	83814	6" Side Zip Waterproof Boots - 1 Engineer	119.00
231	7300	Uniforms	3212 On Time Embroidery Inc	84009	2 Polos - 1 Paramedic	84.00
232	7300	Uniforms	3212 On Time Embroidery Inc	84010	2 T-Shirts- Paramedic	24.00
233	7300	Uniforms	3212 On Time Embroidery Inc	84011	Steel Toe Boot - Paramedic	159.00
234	7300	Uniforms	3212 On Time Embroidery Inc	84012	Knit Cap, 4 T-Shirt's - Paramedic	63.00
235	7300	Uniforms	3212 On Time Embroidery Inc	84013	Gold Patch, Gold Flag, Silver Braid - Lieutenant	25.00
236	7300	Uniforms	3212 On Time Embroidery Inc	84560	Fleece Jacket, 2 Polo's - Paramedic	203.00
237	7300	Uniforms	3212 On Time Embroidery Inc	84561	2 Trousers - Paramedic	152.00
238	7300	Uniforms	3212 On Time Embroidery Inc	85376	4 T-Shirts - 1 Paramedic	36.00
239	7300	Uniforms	3212 On Time Embroidery Inc	85377	3 T-Shirts, 3 L/S T-Shirts, Twill Cap - 1 Paramedic	94.00
240	7300	Uniforms	3212 On Time Embroidery Inc	85378	Twill Cap, Turtleneck, L/S T-Shirt, Pocketed Short - Paramedic	72.00
241	7300	Uniforms	3212 On Time Embroidery Inc	85379	2 T-Shirts, 2 L/S T-Shirts, Twill Cap - 1 Engineer	67.00
242	7300	Uniforms	3212 On Time Embroidery Inc	85380	Twill Cap, Belt, 5 T-Shirts - Lieutenant	90.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
243	7300	Uniforms	3212 On Time Embroidery Inc	85381	6 T-Shirts, Twill Cap, Sweatpants - 1 Lieutenant	93.00
244	7300	Uniforms	3212 On Time Embroidery Inc	85382	3 T-Shirts, 2 Shorts - 1 Paramedic	85.00
245	7300	Uniforms	3212 On Time Embroidery Inc	ES 78678	2 Trousers - 1 Paramedic	144.00
246	7300	Uniforms	3212 On Time Embroidery Inc	OES 77780	5 Polo's - Lieutenant	235.00
247	7300	Uniforms	3212 On Time Embroidery Inc	OES 77781	5 Polos - 1 Lieutenant	235.00
248	7300	Uniforms	3212 On Time Embroidery Inc	OES 77782	5 Polos - 1 Lieutenant	235.00
249	7300	Uniforms	3212 On Time Embroidery Inc	OES 77783	4 Polo's - Lieutenant	188.00
250	7320	Equipment < \$5,000	2440 DJS Scuba Locker Inc	58444	Rescuer, Fins, Boots	437.45
251	7320	Equipment < \$5,000	1291 Elevated Safety LLC	INV00001262	2 CMC Ladder Belt XL	412.00
252	7500	Postage & Parcel	1566 UPS Store The	1 Q Invoice-Fire	UPS Charges 01/2/2021-3/19/2021	171.80
253	7550	Miscellaneous Expenses	3545 Glenview, Village of	9111	10 Thermometers	1,251.13
Total 710 - Emergency Services						20,226.05

Division: 720 - Fire Prevention						
254	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 041021	Water Delivery 04/01/2021	16.78
255	7300	Uniforms	3212 On Time Embroidery Inc	OES 77792	2 S/S Polo's - Division Chief	84.00
Total 720 - Fire Prevention						100.78

Total 70 - Fire Department						22,207.83
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Total 100 - General Fund						220,004.23
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Fund: 201 - TIF #1 Downtown Fund						
256	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	31848200023-Rev	R-205-19 Design Svcs-Civic Ctr Parking Facility-2/1/-2/25/21	4,747.50
257	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6169A	Task Order #2-Construction Services 3/1/21	2,253.48
258	6315	R&M Buildings & Structures	7016 Amici Terrazzo	ATDT2021	Flooring Installation - Theater 04/14/2021, R-122-20	157,254.95
259	6315	R&M Buildings & Structures	1135 Colley Elevator Co	Elevator P-3	Theatre Elevator Installation-Retainage Only-3/31/21	13,456.12
Total 201 - TIF #1 Downtown Fund						177,712.05

Fund: 203 - TIF #3 Wille Road Fund						
Program: 08A0 - 2008A Refunding 01C						
260	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1853130004-2021	Bank/Agency Fees Bond Series 2008 for 04/01/2021-12/01/2021	266.67
Total 08A0 - 2008A Refunding 01C						266.67

Total 203 - TIF #3 Wille Road Fund						266.67
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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Fund: 240 - CDBG Fund						
261	6555	Subsidy - Emergency Shelter for Homeless Youth	1170 Harbour Inc, The	Jan-Mar 2021 HY	Emergency Shelter & Transitional Housing B-20 - 1/1/21-3/31/21	1,250.00
262	6560	Subsidy - Shared Housing & Homeless Prevention	1169 Center of Concern	040821DP2Q	Homeless Prevention and Housing Counseling B-18/B-20 1/1-3/31/21	2,149.66
263	6563	Subsidy - Senior Housing and Supportive Services	1169 Center of Concern	04082111s	Senior Housing and Support Services B-20-1/1/21-3/31/21	2,809.97
264	6580	Subsidy - Housing Counseling	4912 Northwest Compass Inc	HC - 12/20-3/21	Housing Counseling B-20 12/28/20-3/21/21	4,064.04
Total 240 - CDBG Fund						10,273.67

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
265	6000	Professional Services	1394 Gewalt Hamilton Associates Inc	5693.000-13	Construction Engr-Lee-Forest Signalization 03/01-03/28/2021	18,450.41
266	6005	Legal Fees	8169 Burke, Warren, MacKay & Serritella PC	242915-0M70009	Legal Fees-Rand Rd Sidepath 1507 Rand 01/04-01/20/2021	544.56
Total 2520 - Capital Grants						18,994.97

Total 250 - Grant Projects Fund					18,994.97
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
267	8015	Equipment	1091 B&H Photo-Video	186791954	Vello TTL Off-Camera Cord	14.00
Total 2610 - Customs						14.00

Program: 2620 - DEA						
268	7300	Uniforms	1164 Uniform Den East Inc	72781	(2) Helix Brand Level II Ballistic Vests (New Officers)	1,138.90
269	8005	Computer Hardware	1035 Dell Marketing LP	10479507329	5 Dell Latitudes, 5 OptiPlex Micros, 10 Dell Monitors	6,674.15
270	8015	Equipment	6072 Direct Fitness Solutions LLC	0033923	Police Department Exercise Equipment	17,665.00
Total 2620 - DEA						25,478.05

Total 260 - Asset Seizure Fund					25,492.05
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Fund: 400 - Capital Projects Fund						
271	6000	Professional Services	1647 RJN Group Inc	35460308	Fire Station 61 Evaluate MWRD Overflow; 3/1/21- 4/2/21	1,762.50
272	6140	Leases	1562 Wisconsin Central LTD	9500223827	Storm Sewer Crossing- Prospect Ave 5/1/21-4/30/22 2355/3003662	452.05

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
273	6140	Leases	1562 Wisconsin Central LTD	9500223831	Water Line Crossing-Woodlawn Ave 5/1/21-4/30/22 2355/3004063	437.84
Total 400 - Capital Projects Fund						2,652.39

Fund: 420 - IT Replacement Fund						
274	6140	Leases	5109 Konica Minolta Premier Finance	5014542228	Konica Minolta Lease 03/21-04/20/2021	7,304.18
275	6140	Leases	5109 Konica Minolta Premier Finance	5014542231	Konica Minolta Lease 04/21/21-05/20/21	7,304.18
276	8000	Computer Software	5068 IT Savvy LLC	01256905	VMWare Licenses and Support for New Servers 03/30/21 - 03/29/22	15,895.12
Total 420 - IT Replacement Fund						30,503.48

Fund: 430 - Facilities Replacement Fund						
277	6195	Miscellaneous Contractual Services	8073 Crystal Maintenance Services Corporation	27400	Cleaning Services at Theatre 3/16/21 and 3/17/21	320.00
278	6195	Miscellaneous Contractual Services	1931 Oui Oui Enterprises LLC	72255	Portable Restroom Services 2/14/21-3/13/21	110.00
279	6315	R&M Buildings & Structures	5972 Cobra Concrete Cutting Services Co	20051	Saw Cutting at Theatre 03/10/2021	1,140.00
280	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6169B	Theatre Construction Services- 3/1/21-3/27/21; R-47-21	73,667.28
281	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1062053	Cylinder for Theatre	42.27
282	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2021421	Building Supplies for the Bathrooms at 1486 Miner St	145.21
283	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2021422	Oscillating Tool Blade Kit for the Theater	69.97
284	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2714925	Plumbing Supplies for Theatre	996.08
285	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2715648	Plumbing Supplies for Theatre	462.06
286	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2716043	Plumbing Supplies for Theatre	1,453.67
287	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3021283	Building Supplies for the Theater	428.02
288	7045	Supplies - Building R&M	1057 Menard Incorporated	73940	Plastic for Theatre	24.98
289	7045	Supplies - Building R&M	1057 Menard Incorporated	76626	Strainers and Pipe for Theatre	38.16
290	7045	Supplies - Building R&M	1057 Menard Incorporated	76691	Lights and Breaker for Theatre	16.92
291	7045	Supplies - Building R&M	1057 Menard Incorporated	76744	PVC Plumbing Parts for the Theater	12.26
292	7045	Supplies - Building R&M	1057 Menard Incorporated	76745	Metal Studs/Wood/Screws/Etc for Theatre	69.08
293	7045	Supplies - Building R&M	1057 Menard Incorporated	76747	Lamp Guard for Lights at Theater	2.58

City of Des Plaines

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
294	7045	Supplies - Building R&M	1057 Menard Incorporated	77034	Sanding Disks/Paper for Theatre	27.64
295	7045	Supplies - Building R&M	1057 Menard Incorporated	77076	Paint, Primer, Paint Liners for the Theater	224.85
296	7045	Supplies - Building R&M	1057 Menard Incorporated	77082	Building Supplies for Doors at 1486 Miner St	107.04
297	7045	Supplies - Building R&M	1057 Menard Incorporated	77089	Plumbing Supplies for the Basement of the Theater	61.90
298	7045	Supplies - Building R&M	1057 Menard Incorporated	77182	Floor Covering for 2nd Floor of Theater	215.60
299	7045	Supplies - Building R&M	1057 Menard Incorporated	77183	Plumbing Supplies for 1486 Miner St	73.88
300	7045	Supplies - Building R&M	1057 Menard Incorporated	77339	Oak Flush Door 1486	211.00
301	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8020386	Building Supplies for the Theater	430.06
302	7045	Supplies - Building R&M	1550 Addison Building Material Co	939283R	Return Pipe from Theatre	(184.28)
303	7045	Supplies - Building R&M	1043 WW Grainger Inc	9866051155	Plumbing Fixtures for Theatre	331.96
304	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/050221	Light Bases for Theatre	45.50
305	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006853397.009	Receptacles for Theatre	17.59
306	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006865965.001	Electric Supplies for the Theater	48.16
307	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006866960.001	Electric Supplies for 1486 Miner	1,353.20
308	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006867871.001	Electric Supplies for Theatre	503.44
309	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006870257.001	Electric Supplies for Theatre	503.08
310	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006871194.001	Electric Supplies for Theatre	62.62
311	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006872172.001	Electric Supplies for Theatre	665.13
312	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006872172.002	Electric Supplies for Theatre	793.41
313	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006872172.003	Electric Supplies for Theatre	129.16
314	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006873138.001	Electric Supplies for Theatre	206.63
315	7045	Supplies - Building R&M	8366 Connexion	S1763636.002	Switches for Theatre	142.00
316	7045	Supplies - Building R&M	8366 Connexion	S1763636.003	Electric Supplies for Theatre	698.25

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
317	7045	Supplies - Building R&M	8366 Connexion	S1766844.001	Circuit Breakers for Theatre	412.80
318	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-14	Civic Center Parking Deck Replacement-3/1/21-3/31/21 R-204-19	476,490.00
Total 430 - Facilities Replacement Fund						562,569.16

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 000 - Non Divisional						
319	4601	New Construction - Sale of Water	3026 National Power Rodding Corp	Refund 04/06/21	Hydrant Usage Refund 04/01/2021	(742.66)
Total 000 - Non Divisional						(742.66)

Division: 550 - Water Systems						
320	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	03/29/2021	Materials and Spoils Disposal 3/15/21-3/19/21; R-175-20	19,566.00
321	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	04/05/2021	Multi-year Aggregate Materials and Spoils Disposal 03/19/2021	508.00
322	6040	Waste Hauling & Debris Removal	7144 Sivi Group LLC, The	841	Spoils Disposal 2020; 11/30/20-12/4/20	5,506.68
323	6115	Licensing/Titles	1710 Cumberland Servicercenter Inc	51401	Safety Lane Coupons - 04/13/2021	138.00
324	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	186992	IEPA Testing - 03/02-03/23/2021	780.00
325	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	210167	14 Meter Bench Tests - 04/01/2021	375.36
326	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	36672	TO#13 Valve Shutdown Program - 03/08-04/01/2021, R-26-19	8,950.00
327	6305	R&M Equipment	1088 Atlas Bobcat LLC	716809	Tire Replacement 02/28/2021	1,636.50
328	6335	R&M Water Distribution System	3781 Smith Ecological Systems Company	23297	Chlorine Analyzer Replacement - Central PS - 03/31/2021	12,705.78
329	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	2031825	Saw & Batteries	298.97
330	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	3080913	Cordless Tool Batteries	169.00
331	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6542061	Storage Bin & Drill Bit Kit	30.24
332	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	946968	Torch Head	44.99
333	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI10535197	Drain Spade	121.98
334	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI10535186	Stihl Belt	10.32
335	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W88523	Window for Water Vehicle #9014	329.36
336	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W88682	Window and Seals for Water Vehicle #9009	434.99

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
337	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000250515	Light - PW#9030	56.64
338	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_173961	Mud Flaps; Water Division Stock	272.60
339	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_173962	Mud Flaps #9031	136.30
340	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-791742	Battery - PW#9024	95.63
341	7045	Supplies - Building R&M	1057 Menard Incorporated	77153	Batteries for Central Rd Pumping Station Gate	14.94
342	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10375891	3.0 Cu Yds Top Soil - Parkway Repairs - 03/29/2021	88.95
343	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10375927	3.00 Cu Yds Top Soil - Parkway Repairs - 03/29/2021	88.95
344	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10375965	7# Bag Grass Seed	28.00
345	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10375978	3.00 Cu Yds Top Soil - Parkway Repairs - 03/29/2021	88.95
346	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10376500	3.00 Cu Yds Top Soil - 04/02/2021	88.95
347	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10377433	Top Soil	88.95
348	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10377548	Top Soil & Seed for Restorations	153.95
349	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10377686	Top Soil for Restorations	88.95
350	7070	Supplies - Water System Maintenance	1703 Prosafety Inc	2/877380	Marking Paint/Hardhats, Safety Gloves	410.40
351	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253331-000	Sewer Cap	145.00
352	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253375-000	Water Main Parts	951.00
353	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253412-000	Hydrant Extension	1,390.77
354	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	253450-000	B-Boxes	66.00
355	7070	Supplies - Water System Maintenance	1086 Arrow Road Construction Company	26514	6.80 Tons UPM Cold Mix - Street Repair - 02/26/2021	952.00
356	7070	Supplies - Water System Maintenance	1072 Prairie Material	889937981	3.5 Cu Yds Concrete - Driveway Repair - 03/29/2021	586.38
357	7070	Supplies - Water System Maintenance	1072 Prairie Material	889939580	Concrete for Driveway Repair	586.38

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
358	7070	Supplies - Water System Maintenance	1072 Prairie Material	889939581	Concrete for Curb	199.88
359	7070	Supplies - Water System Maintenance	1072 Prairie Material	889942073	2.50 Cu Yds Concrete - Driveway - 03/31/2021	493.13
360	7070	Supplies - Water System Maintenance	1072 Prairie Material	889942074	1.00 Cu Yds Concrete - Driveway - 03/31/2021	133.25
361	7070	Supplies - Water System Maintenance	1072 Prairie Material	889943388	Concrete For Curb	406.50
362	7070	Supplies - Water System Maintenance	1072 Prairie Material	889945621	Concrete for Street Repair	882.75
363	7070	Supplies - Water System Maintenance	1072 Prairie Material	889948780	1.25 Cu Yds Concrete - 04/07/2021	154.06
364	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N679519	Meter Smart Points - 02/01/2021, R-9-21	850.00
365	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N749529	12 Repair Clamps	864.00
366	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N972028	8" Material - Lee & Forest - 03/30/2021	1,785.00
367	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N980422	Meter Wire	578.00
368	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N999966	2" Corp for Flushing	303.02
369	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	43052021	Wholesale Water Purchase - 03/01/2021-03/31/2021, R-183-14	295,379.84
370	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	37396	CL2 Tank Rental - 03/30/2021	131.00
Total 550 - Water Systems						360,146.29

Division: 560 - Sewer Systems						
371	6040	Waste Hauling & Debris Removal	7144 Sivi Group LLC, The	841	Spoils Disposal 2020; 11/30/20-12/4/20	5,506.66
372	6115	Licensing/Titles	1710 Cumberland Servicenter Inc	51401	Safety Lane Coupons - 04/13/2021	69.00
373	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	193661	April 2021 Weather Forecasting	150.00
374	6195	Miscellaneous Contractual Services	1202 Standard Equipment Co	P27928	Freight for Sonetics Billed on Inv P27030	79.07
375	6310	R&M Vehicles	2476 Sauber Manufacturing Co	PSI216836	Sliding Tool Box Repair - PW 9059 - 03/31/2021	650.13
376	6310	R&M Vehicles	5823 Interstate Power Systems Inc	R042031953:01	Checked TCU Programming Sewer #8020 04/02/2021	520.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
377	7020	Supplies - Safety	1703 Prosafety Inc	2/877380	Marking Paint/Hardhats, Safety Gloves	217.90
378	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	606 /2	Misc Hardware; Eye Screw, Spring Snaps	26.18
379	7030	Supplies - Tools & Hardware	1043 WW Grainger Inc	9829855874	Gas Can Funnels, Lockout Padlocks	59.44
380	7030	Supplies - Tools & Hardware	1043 WW Grainger Inc	9829855890	Lock Out/Tag Out Hasp & Tags	63.26
381	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	613 /2	USB Charger Cord for iPad	21.58
382	7075	Supplies - Sewer System Maintenance	1424 Bushnell Inc	0017396700	12 PVC Fittings - Levee 50 PS	264.22
383	7075	Supplies - Sewer System Maintenance	1328 John Neri Construction Company Inc	03/29/2021	Materials and Spoils Disposal 3/15/21-3/19/21; R-175-20	9,932.20
384	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	412155	12" PVC SDR26 Pipe	233.06
385	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	412172	15" No Shear Coupling & Bushing	419.16
386	7075	Supplies - Sewer System Maintenance	6992 Core & Main LP	N994317	PVC Clean Out Adapters & Plugs	451.20
Total 560 - Sewer Systems						18,663.06

Division: 580 - CIP - Water/Sewer						
387	6000	Professional Services	2506 Trotter & Associates Inc	18213	Maple St Electrical Modifications TO#3; 3/18/2021	104.00
388	6000	Professional Services	2506 Trotter & Associates Inc	18214	Drain Pump Review at Holy Tank; 03/01/2021	104.00
389	6000	Professional Services	2506 Trotter & Associates Inc	18215	TO#10 - Central Pumps Air Locking 03/15-03/23/2021	1,300.00
390	6000	Professional Services	2506 Trotter & Associates Inc	18216	TO#11 – Water System Transmission Main Improv 03/15-03/26/2021	8,513.25
391	6000	Professional Services	2506 Trotter & Associates Inc	18217	TO#8 - Prof Eng Services for Maple Pump Station 03/08-03/17/2021	377.50
392	6000	Professional Services	2506 Trotter & Associates Inc	18218	TO#9 Contracted Services for Levee 50 Project 03/02-03/26/2021	6,500.00
393	6000	Professional Services	1647 RJN Group Inc	35460104	Annual MWRD IICP Report TO#1; 3/1/21-4/2/21	665.00
394	6000	Professional Services	1647 RJN Group Inc	35460502	Annual MWRD IICP Report TO#5 04/02/2021	1,147.50
395	8100	Improvements	7969 Newcastle Electric Inc	Maple-P2	Electrical Modifications - Maple PS - 03/19/2021, R-155-20	8,133.00
Total 580 - CIP - Water/Sewer						26,844.25

Total 00 - Non Departmental						404,910.94
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Line #	Account		Vendor	Invoice	Invoice Description	Amount
Department: 30 - Finance						
396	6025	Administrative Services	7615 Sebis Direct Inc	31958	Utility Bill Rendering Serv - Bill Drop Dates 03/18-03/19/2021	902.46
397	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7600	Utility Web & Business License Transaction Fee for March 2021	214.64
Total 30 - Finance						1,117.10
Total 500 - Water/Sewer Fund						406,028.04
Fund: 510 - City Owned Parking Fund						
398	6025	Administrative Services	7960 Passport Labs Inc	INV-1020767	Mobile Pay Parking Transaction Fee - March 2021	4.81
Total 510 - City Owned Parking Fund						4.81
Fund: 520 - Metra Leased Parking Fund						
399	6025	Administrative Services	7960 Passport Labs Inc	INV-1020767	Mobile Pay Parking Transaction Fee - March 2021	25.16
Total 520 - Metra Leased Parking Fund						25.16
Fund: 600 - Risk Management Fund						
400	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3363677 051155	MICA Claim Deductible 01/30/2021 L003363677	1,000.00
401	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3365309 051156	MICA Claim Deductible 01/31/2021 L003365309	1,000.00
402	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	02/19/21 Unit 84	Body & Suspension Repair - Police 6104 - 03/08/2021	4,722.04
403	5570	Self Insured P&L Expense	1666 Des Plaines Glass Company	11924	Police Department Glass Replacement 04/01/2021	3,960.00
Total 600 - Risk Management Fund						10,682.04
Fund: 610 - Health Benefits Fund						
404	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001322170-IN	Commuter & FSA Monthly 03/01-03/31/2021	560.00
Total 610 - Health Benefits Fund						560.00
Fund: 700 - Escrow Fund						
405	2460	Refundable Bonds	8392 Westbrook Electric Construction LLC	Refund - 4/6/21	Bond Refund - 2010-01100139 - Permit Issued 1/7/2021	5,000.00
406	2464	Hydrant Deposits	3026 National Power Rodding Corp	Refund 04/06/21	Hydrant Usage Refund 04/01/2021	1,100.00
Total 700 - Escrow Fund						6,100.00
Grand Total						1,471,868.72

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Police Department					
Division: 630 - Support Services					
407	6015	Communication Services	1009 AT&T	847R18054603-21 Communication Service 03/28-04/27/2021	63.55
Total 630 - Support Services					63.55
Total 60 - Police Department					63.55
Department: 90 - Overhead					
408	6015	Communication Services	1032 Comcast	03/21/21 x0683 Internet/Cable Service 03/25-04/24/2021	308.30
Total 90 - Overhead					308.30
Total 100 - General Fund					371.85
Fund: 600 - Risk Management Fund					
409	4805	Reimb Work Comp Lost Time Claim	1061 Municipal Insurance Cooperative Agency	#W001672111 Excess Reimbursement #W001672111	32,998.51
Total 600 - Risk Management Fund					32,998.51
Grand Total					33,370.36

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JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Elected Office					
Division: 110 - Legislative					
410	7310	Publications	1050 Journal & Topics Newspapers	PC - 31090 March 2021 Online Newspaper Subscription - Mayor's Office	5.99
Total 110 - Legislative					5.99
Division: 120 - City Clerk					
411	5310	Membership Dues	6792 American Association of Notaries	PC - 31118 Notary Public Bond and Stamp for Executive Secretary	49.90
412	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 31117 Return 1 Uniform Cardigan for Clerk's Office	(34.91)
413	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 31119 1 Uniform Cardigan for Clerk's Office	34.91
Total 120 - City Clerk					49.90
Total 10 - Elected Office					55.89
City Administration					
Division: 210 - City Manager					
414	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31126 Zoom Subscription 02/26-03/25/2021	14.99
415	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31127 Zoom Subscription 03/26-04/25/2021	14.99
Total 210 - City Manager					29.98
Division: 230 - Information Technology					
416	6000	Professional Services	4444 Misc Vendor for Procurement Card	PC - 31200 Microsoft Support Call 3/9/21- Never Happened-See Related Credit	499.00
417	6000	Professional Services	4444 Misc Vendor for Procurement Card	PC - 31203 Microsoft Support Call Refund 03/09/2021	(499.00)
418	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31195 Zoom Webinar Subscription 2/28/2021 - 3/29/2021	40.00
419	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 31196 Cityofdesplaines.net Renewal 3/1/21 - 2/28/22	85.96
420	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 31201 Monthly Secure Express Renewal 3/8/21 - 4/6/21	7.99
421	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 31212 Dpcitynet.org Renewal 3/24/21 - 3/23/22	15.99
422	6195	Miscellaneous Contractual Services	3875 Apple Inc	PC - 31213 RoboKiller Spam Blocker for IT Department	42.49

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JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
423	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31217	Zoom Account Renewal 3/30/21 - 4/29/22	339.80
424	7005	Printer Supplies	4348 Amazon.Com	PC - 31202	Fargo HDP Film for HP5000 for IT Department	80.37
425	7005	Printer Supplies	4348 Amazon.Com	PC - 31206	Aonomi DYMO Label Maker Tape Replacement for IT Department	18.59
426	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31192	Data Comm Low Voltage Cable for City Use	6.09
427	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31193	Low Voltage Mounting Bracket Wall Plate for Media Dir's Office	6.49
428	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31194	Cable Matters HDMI Wall Plate for Media Director's Office	76.07
429	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31197	iPhone Case for Engineering	10.98
430	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31198	Cable Matters Display Port Cable for City Use	43.60
431	7320	Equipment < \$5,000	8260 GPSCity.com	PC - 31199	RAM Mounting Kit for Police Squad Cars	525.73
432	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31205	RJ45 and Cat6 Connectors for Police Squad Cards	130.72
433	7320	Equipment < \$5,000	8244 Des Plaines Ace Hardware	PC - 31207	Fasteners for Police Squad Cars	8.60
434	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31208	Memory for Police Squad Car Computers	104.97
435	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31209	USB Charger Adapters for Police Squad Cars	59.94
436	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31210	HDMI and Display Port Cables for Media Director's Office	167.18
437	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31211	Pure Sine Power Inverter for Police Squad Cars	155.88
438	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31214	Replacement Battery for PW UPS	213.65
439	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31215	APC Network Card for PW UPS	137.94
440	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31216	Pure Sine Power Inverter for Police Squad Cars	200.83
Total 230 - Information Technology						2,479.86

Division: 240 - Media Services						
441	5310	Membership Dues	1485 ILCMA - IL City/County Management Assoc	PC - 31124	Membership 03/22/21 - 3/22/22 / Media Services Director	192.75
442	6000	Professional Services	4444 Misc Vendor for Procurement Card	PC - 31087	2021 Hometown Media Awards Submissions Fee	100.00
443	6108	Public Relations & Communications	6100 Town Square Publications LLC	PC - 31123	Full Page Ad Des Plaines Chamber of Commerce Com Guide July 2021	1,885.00

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JPMorgan Chase

Line #	Account		Vendor	Invoice	Invoice Description	Amount
444	6195	Miscellaneous Contractual Services	5096 iStock	PC - 31091	iStock Essentials 25/Pkg for Illustration Rights 2/28-3/27/21	65.00
445	6195	Miscellaneous Contractual Services	4652 Survey Monkey	PC - 31092	Standard Annual Plan 2/27/21-2/26/22	336.00
446	6195	Miscellaneous Contractual Services	5096 iStock	PC - 31093	iStock Essentials 25/Pkg for Illustration Rights 3/28-4/27/21	65.00
447	7320	Equipment < \$5,000	5278 Walmart Neighborhood Market	PC - 31125	1 Stool for Video Filming	25.96
Total 240 - Media Services						2,669.71

Division: 250 - Human Resources						
448	5310	Membership Dues	3248 Society For Human Resource Management	PC - 31105	Professional Membership 04/01/2021-03/31/2022-Dir of HR	219.00
449	5325	Training	4360 Paypal	PC - 31103	ISIA 2021 Virtual 3 Day Nuts and Bolts Workshop - HR	169.95
450	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31106	Effective Digital Imagery Policy Webinar 3/31/21-RM Analyst	50.00
451	6100	Publication of Notices	1440 IGFOA IL Government Finance Officers Assoc	PC - 31102	Accounting Manager Job Posting 03/12-03/29/2021	250.00
452	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 31104	10 Yards of Thank You Ribbon	72.85
Total 250 - Human Resources						761.80

Total 20 - City Administration						5,941.35
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Department: 30 - Finance						
453	5310	Membership Dues	1440 IGFOA IL Government Finance Officers Assoc	PC - 31116	2021 Membership for IGFOA - Dir and Asst Dir of Finance	400.00
454	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31218	1 Foot Rest for Finance Dept	25.58
455	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31219	1 Electric Stapler for Finance Dept	57.92
Total 30 - Finance						483.50

Community Development						
Division: 410 - Building & Code Enforcement						
456	5325	Training	1214 Suburban Building Officials Conference	PC - 31107	2021 SBOC Training Inst for 3 Bldg Staff 03/12-03/19/21	195.00
457	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 31110	April 2021 IACE Training for Code Enforcement/Permit Coor	52.65
458	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 31111	April 2021 IACE Training for Code Enforcement Inspector	52.65

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
459	5325	Training	1452 IACE - IL Association of Code Enforcement	PC - 31112	April 2021 IACE Training for Code Enforcement Inspector	52.65
460	5325	Training	1447 International Code Council Inc	PC - 31115	Certificate Renewal-Code Enf/Permit Coord 7/14/2021-7/14/2024	95.00
Total 410 - Building & Code Enforcement						447.95

Division: 420 - Planning & Zoning						
461	6110	Printing Services	2016 Signarama	PC - 31109	For Sale Sign for City-Owned Property	299.50
462	7000	Office Supplies	1066 Office Depot	PC - 31108	2 Sets of Index Tabs for CDBG Program	21.53
463	7000	Office Supplies	1066 Office Depot	PC - 31113	3 Sets of Index Tabs for CDBG Program	17.37
464	7000	Office Supplies	1066 Office Depot	PC - 31114	11 Sets of Index Tabs for CDBG Program	63.69
Total 420 - Planning & Zoning						402.09

Total 40 - Community Development						850.04
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Public Works & Engineering						
Division: 100 - Administration						
465	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 31088	Zoom Subscription 3/7/21 to 4/6/21	14.99
Total 100 - Administration						14.99

Division: 510 - Engineering						
466	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	PC - 31097	04/01/2021-03/31/2022 Membership Dues-Asst Dir PW/ENG	(231.00)
467	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	PC - 31161	04/01/2021-03/31/2022 Membership Dues-Dir PW/ENG	(83.00)
468	5320	Conferences	7664 IL Assoc for Floodplain & Stormwater Mgmt (IAFSM)	PC - 31160	03/10-03/11/2021 Virtual Conference-Dir PW/ENG	225.00
469	7200	Other Supplies	4348 Amazon.Com	PC - 31096	Case for iPhone	16.25
470	7310	Publications	1576 Illinois Section American Water Works Association	PC - 31159	2020 Best Practices Report	42.00
Total 510 - Engineering						(30.75)

Division: 535 - Facilities & Grounds Maintenance						
471	5325	Training	1753 American Public Works Association - APWA	PC - 31170	Facilities Workshop for Facilities Foreman 4/6/21	200.00
472	7045	Supplies - Building R&M	8366 Connexion	PC - 31162	Cat 6 Cable for New Parking Deck PO 2021-118	3,300.00
473	7200	Other Supplies	1076 Sam's Club Direct	PC - 31164	Conference Room Supplies City Hall	294.81
474	7200	Other Supplies	1076 Sam's Club Direct	PC - 31171	Conference Room Supplies for City Hall	97.71

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
475	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31165	Coffee Maker for 1st Floor Conference Room	249.99
476	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31166	Coffee Maker for 6th Floor Conference Room	249.99
477	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 31168	Coffee Maker for City Hall	249.99
Total 535 - Facilities & Grounds Maintenance						4,642.49

Division: 540 - Vehicle Maintenance						
478	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 31095	Battery Jump Starter	213.61
Total 540 - Vehicle Maintenance						213.61

Total 50 - Public Works & Engineering						4,840.34
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Police Department						
Division: 610 - Uniformed Patrol						
479	5325	Training	7221 Imprimus Forensic Services LLC	PC - 31182	Fingerprint Develop/Lift Class 1 Officer 5/24-5/26/2021	419.00
480	6195	Miscellaneous Contractual Services	6695 Finalcover LLC	PC - 31191	Video Redaction Software Access Fee 03/22/2021-03/21/2022	2,311.00
Total 610 - Uniformed Patrol						2,730.00

Division: 620 - Criminal Investigation						
481	5310	Membership Dues	1438 Association of Police Social Workers	PC - 31175	2021 Membership for Social Worker	60.00
482	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31186	Online Training for Sexual Harassment Prev - Social Worker	42.95
483	5335	Travel Expenses	5447 Travelocity.Com	PC - 31184	Hotel/Rental Car for Background Investigation 4/6-4/8/21-1 Det	238.49
484	5335	Travel Expenses	4388 United Airlines	PC - 31188	Flights for Background Investigation 4/6/-4/7/2021-1 Det	626.05
Total 620 - Criminal Investigation						967.49

Division: 630 - Support Services						
485	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31098	Smile Conference Training 1 Officer 11/30-12/03/2021	499.00
486	5325	Training	4388 United Airlines	PC - 31099	Flight to Smile Conference 11/30-12/03/2021-1 Officer	196.80
487	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31100	Real World De-Escalation Training Course 4/8/2021 - 1 Officer	80.00
488	5325	Training	1470 IL Tactical Officers Assoc	PC - 31178	Self Care/Buddy Aid Instructor Class -1 Sgt. 5/3-5/5/2021	540.00

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
489	5325	Training	1470 IL Tactical Officers Assoc	PC - 31183	Ballistic Shield Instructor Course 1 Officer 7/24-7/26/2021	430.00
490	7000	Office Supplies	4348 Amazon.Com	PC - 31173	3 Ring Binders	21.95
491	7000	Office Supplies	6795 Rimage Corporation	PC - 31189	4 Ribbons, 6 Transfer Ribbons for Body Camera System	537.90
492	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 31185	Replacement Power Cord for Jumper Battery	19.98
493	7200	Other Supplies	4348 Amazon.Com	PC - 31174	Wet Wipes	79.99
494	7500	Postage & Parcel	1700 United States Postal Service	PC - 31179	Postage for Narcan Return 03/15/2021	9.55
495	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 31177	Cake for Retirement Function 3/11/2021	28.49
496	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 31181	Cake for Retirement Functions 3/19/2021	28.49
497	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 31176	Dry Erase Board	58.89
Total 630 - Support Services						2,531.04

Total 60 - Police Department	6,228.53
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Fire Department						
Division: 100 - Administration						
498	5325	Training	4444 Misc Vendor for Procurement Card	PC - 31172	Class-Drafting/Implement-Eff Digital Imagery Policy 3/31/21 DC	50.00
Total 100 - Administration						50.00

Division: 710 - Emergency Services						
499	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31137	1 EMT-P System License Renewal 03/31/21-03/31/25 - 1 Lt	41.00
500	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31138	1 EMT-P System License Renewal 04/30/21-04/30/25 - 1 Lt	41.00
501	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 31140	5 IDPH Annual Ambulance License Renewals	127.81
502	7200	Other Supplies	1057 Menard Incorporated	PC - 31128	Nut Driver Set and Screws	42.95
503	7200	Other Supplies	4348 Amazon.Com	PC - 31132	60X30 Dry Erase Board-Work Bench Area-Sta 61	79.84
504	7200	Other Supplies	4348 Amazon.Com	PC - 31133	60X40 Dry Erase Board for Training	129.00
505	7200	Other Supplies	4348 Amazon.Com	PC - 31134	6 Diamond Cutter Saws	80.10
506	7200	Other Supplies	4348 Amazon.Com	PC - 31135	12 Torch Sawzall Reciprocating Saw Blades	209.28
507	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 31136	HazMat Books - 1 Paramedic	93.21
508	7200	Other Supplies	4348 Amazon.Com	PC - 31139	2 Surge Protectors and 3 Ft HDMI Cable	29.09
509	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 31141	Books for Fire Officer Enhanced - 1 Lieutenant	89.10

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
510	7320	Equipment < \$5,000	1939 Northern Tool & Equipment	PC - 31131	Sand/Trash Submersible Water Pump for TRT Trailer	327.87
Total 710 - Emergency Services						1,290.25

Total 70 - Fire Department						1,340.25
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Total 100 - General Fund						19,739.90
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
511	6310	R&M Vehicles	1496 Des Plaines Honda	PC - 31120	Replacement of Left Switch Handle on ATV 03/18/2021	273.99
512	6310	R&M Vehicles	1496 Des Plaines Honda	PC - 31180	Inspection for 2005 ATV 03/09/2021	152.99
513	8015	Equipment	1091 B&H Photo-Video	PC - 31187	Lithium Battery Pack for Detectives' Camera	54.95
Total 2610 - Customs						481.93

Program: 2640 - Forfeit						
514	6115	Licensing/Titles	1744 IL Secretary of State	PC - 31190	Squad # 2 Vehicle Registration for 2021	154.40
515	6195	Miscellaneous Contractual Services	7186 Bentley's Pet Stuff-SC	PC - 31121	Dog Wash for K9 Jager 3/7/2021	15.30
516	7200	Other Supplies	5010 Petsmart Home Office, Inc	PC - 31122	Food for K9 Jager 3/7/2021	62.99
Total 2640 - Forfeit						232.69

Total 260 - Asset Seizure Fund						714.62
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Fund: 420 - IT Replacement Fund						
517	8005	Computer Hardware	4348 Amazon.Com	PC - 31204	Seagate 10TB Hard Drive for Parking Garage Camera DVR	1,749.93
Total 420 - IT Replacement Fund						1,749.93

Fund: 430 - Facilities Replacement Fund						
518	6315	R&M Buildings & Structures	7287 House of Granite & Marble Company	PC - 31163	Granite for Theater 03/05/2021	1,575.00
519	7045	Supplies - Building R&M	8375 Tile Shop LLC, The	PC - 31094	Tile for Theater PO 2021-140	9,914.02
520	7045	Supplies - Building R&M	8375 Tile Shop LLC, The	PC - 31101	Tile for Theater PO 2021-140	9,914.02
521	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 31167	Paint for Theater	250.40
522	7045	Supplies - Building R&M	7287 House of Granite & Marble Company	PC - 31169	Granite for the Basement Bathrooms	1,223.64
Total 430 - Facilities Replacement Fund						22,877.08

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 500 - Water/Sewer Fund					
Division: 550 - Water Systems					
523	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	PC - 31089 2021 Utility City-Wide Membership PO 2021-168	2,717.00
Total 550 - Water Systems					2,717.00
Total 500 - Water/Sewer Fund					2,717.00
Grand Total					47,798.53

City of Des Plaines

Warrant Register 05/03/2021

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,471,868.72	**	5/3/2021
Manual Checks	\$ 33,370.36	**	4/9/2021
Payroll	\$ 1,265,319.36		4/9/2021
Payroll	\$ 1,323,381.07		4/23/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 47,798.53	**	4/25/2021
Chicago Water Bill ACH	\$ 101,736.40		4/30/2021
Postage Meter Direct Debits	\$ 3,000.00		4/19/2021
Utility Billing Refunds	\$ -		
Debt Interest Payment	\$ -		
IMRF Payments	\$ -		
Employee Medical Trust	\$ -		
Total Cash Disbursements:	\$ 4,246,474.44		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Third Day of May 2021

Ayes _____ Days _____ Absent _____

Jennifer L. Tsalapatanis, City Clerk

Matthew J. Bogusz, Mayor