



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

1420 Miner Street  
Des Plaines, IL 60016  
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desplainesil.gov

**MEMORANDUM**

Date: April 23, 2026  
 To: Dorothy Wisniewski, City Manager  
 From: Becka Shipp, P.E., Assistant Director of Engineering *ts*  
 Cc: Timothy Watkins, Director of Public Works and Engineering  
 Subject: Bid Award - 2026 CIP Water Main Improvements, Contract A

**Issue:** Bids for the 2026 CIP Water Main Improvements were opened on April 13, 2026.

**Analysis:** The project scope includes installation of new water main and service connections, abandonment or removal of old water main pipe, repair, and replacement of storm catch basins, replacement and/or lining of various existing storm and sanitary sewers, street rehabilitation or reconstruction, curb and gutter replacement, driveway apron replacement, miscellaneous sidewalk repairs, regrading of parkways, and miscellaneous landscaping restoration. The project will take place at the following locations:

STREET	LIMITS
Birch Street	Touhy Avenue to North End
Fifth Avenue	Prospect Avenue to Algonquin Road
Prairie Avenue	Fifth Avenue to Second Avenue

The following are the bid results:

BIDDER	BID AMOUNT
John Neri Construction, Inc.	\$6,028,939.20
DiMeo Brothers, Inc	\$6,217,855.00
Martam Construction, Inc	\$6,993,626.40
Berger Contractors, Inc	\$7,337,372.40
Swallow Construction Corporation	\$8,190,696.25
A Lamp Concrete Contractors, Inc	\$8,228,980.71
Everlast Blacktop	\$12,264,306.80

The Engineer’s Estimate was \$6,655,757.10.

After evaluation, we have deemed the low bid proposal from John Neri Construction Company, Inc. is reasonable and acceptable. The contractor has been awarded this type of contract in the past with good results and references supplied by them are favorable.

**Recommendation:** We recommend the award of the 2026 Water Main Improvements Project Contract A to John Neri Construction Company, Inc., 770 Factory Road. Addison, IL 60101 in the amount of \$6,028,939.20. The source of funding is budgeted Water Fund and Capital Projects Fund.

**Attachments:**

Resolution R-123-26

Exhibit A - Contract

CITY OF DES PLAINES

RESOLUTION R - 123 - 26

**A RESOLUTION APPROVING AN AGREEMENT WITH JOHN NERI CONSTRUCTION, INC. FOR THE 2026 CIP WATER MAIN IMPROVEMENTS.**

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

**WHEREAS**, the City has appropriated funds in the Capital Projects Fund & Water and Sewers Fund for use by the Department of Public Works and Engineering during the 2026 fiscal year for the 2026 Capital Improvement Program Water Main Improvements (collectively, the "*Work*"); and

**WHEREAS**, pursuant to Chapter 10 of Title 1 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 seven bids, which were opened on April 13, 2026; and

**WHEREAS**, John Neri Construction, Inc. ("*Contractor*") submitted the lowest responsible bid in the amount of \$6,028,939.20; 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 \$6,028,939.20 ("*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, the 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 \_\_\_\_\_, 2026.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

Approved as to form:

ATTEST:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

**CITY OF DES PLAINES**



**CONTRACT FOR THE CONSTRUCTION OF  
2026 CIP WATER MAIN IMPROVEMENTS - CONTRACT A**

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  
 2026 CIP WATER MAIN IMPROVEMENTS - 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
- Attachment 6:** Grant and DBE Requirements

**CITY OF DES PLAINES**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2026 CIP WATER MAIN IMPROVEMENTS - 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 Company, Inc*** a ***Corporation*** (“*Contractor*”), make this Contract as of [Click here to enter a date.](#), and hereby agree as follows:

**ARTICLE I: THE WORK**

**1.1 Performance of the Work**

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment 2, in accordance with the specifications attached hereto as Attachment 3, the drawings identified in the list attached hereto as Attachment 4, and the Special Project Requirements attached hereto as Attachment 5.
2. Permits. Except as otherwise provided in Attachment 2, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and

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

## 1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment 2 and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment 2. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

## 1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide three complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

#### **1.4 Review and Interpretation of Contract Provisions**

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment 4, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

#### **1.5 Conditions at the Work Site; Record Drawings**

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment 2 or the drawings identified in Attachment 4.

#### **1.6 Technical Ability to Perform**

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### **1.7 Financial Ability to Perform**

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### **1.8 Time**

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

#### **1.9 Safety at the Work Site**

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours.

Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

#### **1.10 Cleanliness of the Work Site and Environs**

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

#### **1.11 Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

#### **1.12 Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work

performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

### **1.13 Simultaneous Work By Others**

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

### **1.14 Occupancy Prior to Final Payment**

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor’s duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor’s provision, performance, or completion of the Work.

### **1.15 Owner’s Right to Terminate or Suspend Work for Convenience**

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or

pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

## ARTICLE II: CHANGES AND DELAYS

### 2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

### 2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

## ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

### 3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened

by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

### **3.2 Warranty of Work**

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment 2 or Attachment 5 to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment 2 or Attachment 5 requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

### **3.3 Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

## ARTICLE IV: FINANCIAL ASSURANCES

### 4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

### 4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment 2. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment 2.

### 4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

## ARTICLE V: PAYMENT

### 5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment 2, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set

forth in Attachment 2 (the “*Contract Price*”), subject to any additions, deductions, or withholdings provided for in this Contract.

## **5.2 Taxes and Benefits**

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

## **5.3 Progress Payments**

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment 2 (“*Progress Payments*”).

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner (“*Pay Request*”). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor’s certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor’s certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner’s obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

## **5.4 Final Acceptance and Final Payment**

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection (“*Notice of Completion*”). Contractor’s Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“*Punch List Work*”).

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

## 5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## 5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

## ARTICLE VI: DISPUTES AND REMEDIES

### 6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction,

interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

## **6.2 Contractor's Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

## **6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or

recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Additional Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment 2, as well as any additional damages caused by such delay.

**6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII: LEGAL RELATIONSHIPS  
AND REQUIREMENTS****7.1 Binding Effect**

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

**7.2 Relationship of the Parties**

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

**7.3 No Collusion/Prohibited Interests**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

**7.4 Assignment**

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

**7.5 Confidential Information**

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

**7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

**7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

**7.8 Notices**

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

City of Des Plaines  
 1420 Miner Street  
 Des Plaines, Illinois 60016  
 Attention: City Manager

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

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

**John Neri Construction Company, Inc.**  
**770 Factory Road, Addison, IL 60101**

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

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

#### **7.9 Governing Laws**

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

#### **7.10 Changes in Laws**

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

#### **7.11 Compliance with Laws**

A. Compliance Required. Contractor, and each subcontractor, must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1 101 et seq., and the

Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq ; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wages, Certified Payroll Required. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). Contractor and each subcontractor must pay the prevailing wage as determined by the Illinois Department for each trade or craft. If the Illinois Department of Labor revises the prevailing wages to be paid, the revised rates will apply to this Contract. Contractor and each subcontractor must comply with all of the provisions of the Act , including filing certified payrolls on a monthly basis with the Illinois Department of Labor, in accordance with Section 5 of the Act. Contract and each subcontract must furnish a copy of the payrolls to the Owner. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that they know to be false is a Class B misdemeanor. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Owner and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance set forth in Section 1-10-2.B of the City Code, including, without limitation, that Bidder and all of Bidder's subcontractors actively participate, and have actively participated for at least 12 months before the bid opening date, in an apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

E. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

## 7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

### 7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

### 7.14 Severability

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

### 7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

### 7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

**CITY OF DES PLAINES**

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

Name: \_\_\_\_\_

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

Attest:

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

Name: \_\_\_\_\_

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

***John Neri Construction Company, Inc***

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

Name: \_\_\_\_\_

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

Attest:

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

Name: \_\_\_\_\_

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

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

CONTRACTOR’S CERTIFICATION

I \_\_\_\_\_, 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: \_\_\_\_\_, 2026\_\_.

***John Neri Construction Company, Inc***

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

Name: \_\_\_\_\_

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

Attest:

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

Name: \_\_\_\_\_

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

Subscribed and Sworn to before me on \_\_\_\_\_, 2026\_\_.

My Commission expires: \_\_\_\_\_

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

(SEAL)

## 2026 CIP WATER MAIN IMPROVEMENTS - CONTRACT A

### SCHEDULE OF PRICES - ADDENDUM #1

ITEM #	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
1	EXPLORATION TRENCH	FOOT	150	\$ 1.00	\$ 150.00
2	INLET FILTERS	EACH	50	\$ 10.00	\$ 500.00
3	TREE REMOVAL (OVER 15 INCH-DIAMETER)	IN-DIA	108	\$ 45.00	\$ 4,860.00
4	TREE TRUNK PROTECTION	EACH	94	\$ 10.00	\$ 940.00
5	M.H., C.B., V.V., TO BE REMOVED	EACH	19	\$ 500.00	\$ 9,500.00
6	ABANDON EXISTING VALVE AND VAULT	EACH	13	\$ 600.00	\$ 7,800.00
7	C.B., TY-C, 2' DIA., CURB FRAME & HIGH FLOW GRATE	EACH	18	\$ 3,600.00	\$ 64,800.00
8	C.B., TY-C, 2' DIA., BEEHIVE GRATE	EACH	1	\$ 3,400.00	\$ 3,400.00
9	C.B., TY-C, 4' DIA., CURB FRAME & HIGH FLOW GRATE	EACH	4	\$ 5,750.00	\$ 23,000.00
10	C.B., TY-C, 4' DIA., BEEHIVE GRATE	EACH	2	\$ 5,500.00	\$ 11,000.00
11	M.H.,C.B.,V.V. TO BE ADJUSTED, NEW FRAME & LID	EACH	25	\$ 1,075.00	\$ 26,875.00
12	M.H.,C.B.,V.V. TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	11	\$ 2,600.00	\$ 28,600.00
13	STORM MANHOLE, TY-A, 4' DIA, ROUND FRAME & CLOSED LID	EACH	9	\$ 5,800.00	\$ 52,200.00
14	STORM MANHOLE, TY-A, 5' DIA, ROUND FRAME & CLOSED LID	EACH	1	\$ 8,200.00	\$ 8,200.00
15	SANITARY MANHOLE, TY-A, 4' DIA, ROUND FRAME & CLOSED LID	EACH	2	\$ 8,800.00	\$ 17,600.00
16	SAN. M.H. TO BE ADJUSTED, NEW FRAME & LID	EACH	10	\$ 1,200.00	\$ 12,000.00
17	SAN. M.H. TO BE RECONSTRUCTED, NEW FRAME & LID	EACH	5	\$ 2,100.00	\$ 10,500.00
18	FIRE HYDRANT REMOVAL	EACH	12	\$ 1,000.00	\$ 12,000.00
19	FIRE HYDRANT AND AUXILIARY VALVE	EACH	16	\$ 10,800.00	\$ 172,800.00
20	WATER MAIN, 6 INCH DUCTILE IRON PIPE, CL 52	FOOT	34	\$ 145.00	\$ 4,930.00
21	WATER MAIN, 8 INCH DUCTILE IRON PIPE, CL 52	FOOT	3,024	\$ 222.25	\$ 672,084.00
22	WATER MAIN, 10 INCH DUCTILE IRON PIPE, CL 52	FOOT	1,464	\$ 238.25	\$ 348,798.00
23	WATER MAIN, CARRIER PIPE, 8 INCH DUCTILE IRON PIPE, CL 52	FOOT	33	\$ 145.00	\$ 4,785.00
24	WATER MAIN, CARRIER PIPE, 10 INCH DUCTILE IRON PIPE, CL 52	FOOT	20	\$ 175.00	\$ 3,500.00
25	CASING PIPE, 16" PVC C-900	FOOT	53	\$ 140.00	\$ 7,420.00
26	CASING SPACERS, ALL SIZES	EACH	8	\$ 250.00	\$ 2,000.00
27	PUBLIC WATER SERVICE LINE, COPPER, 1 INCH	FOOT	62	\$ 1.00	\$ 62.00
28	PRIVATE WATER SERVICE LINE, COPPER, 1 INCH	FOOT	1,375	\$ 1.00	\$ 1,375.00
29	PUBLIC WATER SERVICE LINE, COPPER, 1 1/2 INCH	FOOT	2,682	\$ 0.10	\$ 268.20
30	PUBLIC WATER SERVICE LINE, COPPER, 2 INCH	FOOT	30	\$ 85.00	\$ 2,550.00
31	WATER SERVICE SADDLE, 1 1/2 INCH	EACH	85	\$ 975.00	\$ 82,875.00
32	WATER SERVICE SADDLE, 2 INCH	EACH	1	\$ 1,200.00	\$ 1,200.00
33	CORPORATION STOP, 1 1/2 INCH	EACH	85	\$ 2,200.00	\$ 187,000.00
34	CORPORATION STOP, 2 INCH	EACH	1	\$ 3,200.00	\$ 3,200.00
35	CURB STOP, 1 1/2 INCH	EACH	85	\$ 2,100.00	\$ 178,500.00
36	CURB STOP, 2 INCH	EACH	1	\$ 1,500.00	\$ 1,500.00
37	CURB BOX, 1 1/2 INCH	EACH	85	\$ 375.00	\$ 31,875.00
38	CURB BOX, 2 INCH	EACH	1	\$ 375.00	\$ 375.00
39	PRIVATE WATER SERVICE FOUNDATION CONNECTION	EACH	35	\$ 10.00	\$ 350.00
40	PRIVATE WATER SERVICE METER CONNNECTION	EACH	35	\$ 10.00	\$ 350.00
41	GATE VALVE, 8 INCH, 48 INCH DIA VAULT, ROUND FRAME, CLOSED LID	EACH	12	\$ 7,800.00	\$ 93,600.00
42	GATE VALVE, 10 INCH, 60 INCH DIA VAULT, ROUND FRAME, CLOSED LID	EACH	5	\$ 9,800.00	\$ 49,000.00
43	WATER MAIN FITTINGS, RESTRAINED JOINT	POUND	8,050	\$ 0.01	\$ 80.50
44	PIPE REMOVAL, ALL SIZES AND TYPES	FOOT	514	\$ 5.00	\$ 2,570.00
45	STORM SEWER, DUCTILE IRON PIPE, 12 INCH, CL 52	FOOT	958	\$ 251.25	\$ 240,697.50
46	STORM SEWER, REIFORCED CONCRETE PIPE, 18 INCH,	FOOT	576	\$ 222.25	\$ 128,016.00
47	STORM SEWER REPAIR, REMOVE AND REPLACE, 12" DIP	FOOT	14	\$ 250.00	\$ 3,500.00
48	SANITARY SEWER, REMOVE AND REPLACE, 8" PVC, C-900	FOOT	20	\$ 200.00	\$ 4,000.00
49	SANITARY SEWER, REMOVE AND REPLACE, 12" PVC, C-900	FOOT	40	\$ 225.00	\$ 9,000.00
50	SANITARY SEWER WYE FITTING, PVC, ALL SIZES	EACH	8	\$ 100.00	\$ 800.00
51	SANITARY SEWER LINING, 12 INCH	FOOT	957	\$ 60.00	\$ 57,420.00
52	SANITARY SEWER LINING, 15 INCH	FOOT	297	\$ 85.00	\$ 25,245.00
53	SANITARY SEWER LINING, 18 INCH	FOOT	728	\$ 108.00	\$ 78,624.00
54	SANITARY SEWER LATERAL REPAIR, REMOVE & REPLACE, 6 INCH WQP	FOOT	97	\$ 125.00	\$ 12,125.00
55	TRENCH BACKFILL	CU.YD.	8,375	\$ 0.10	\$ 837.50
56	SIDEWALK REMOVAL	SQ. FT.	27,470	\$ 2.00	\$ 54,940.00
57	P.C.C. SIDEWALK	SQ. FT.	32,350	\$ 10.00	\$ 323,500.00
58	DETECTABLE WARNINGS	SQ. FT.	740	\$ 35.00	\$ 25,900.00

## 2026 CIP WATER MAIN IMPROVEMENTS - CONTRACT A SCHEDULE OF PRICES - ADDENDUM #1

ITEM #	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
59	REINFORCEMENT BARS, EPOXY COATED	FOOT	2,430	\$ 1.50	\$ 3,645.00
60	DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 6 INCH	SQ. YD.	1,585	\$ 118.00	\$ 187,030.00
61	DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 8 INCH	SQ. YD.	780	\$ 142.00	\$ 110,760.00
62	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON	SQ. YD.	35	\$ 60.00	\$ 2,100.00
63	COMB. CONCRETE CURB AND GUTTER REMOVAL	FOOT	7,955	\$ 7.00	\$ 55,685.00
64	COMB. CONCRETE CURB AND GUTTER REPLACEMENT	FOOT	9,605	\$ 32.00	\$ 307,360.00
65	CURB KEYWAY	FOOT	1,075	\$ 2.00	\$ 2,150.00
66	TEMPORARY AGGREGATE, CA-6	TON	680	\$ 1.00	\$ 680.00
67	PAVEMENT PATCHING, 6 INCH	SQ. YD.	655	\$ 1.00	\$ 655.00
68	PAVEMENT REMOVAL, 14 INCHES	SQ. YD.	14,180	\$ 24.00	\$ 340,320.00
69	EARTH EXCAVATION	CU.YD.	2,950	\$ 1.00	\$ 2,950.00
70	EARTH EXCAVATION - WIDENING	CU.YD.	935	\$ 55.00	\$ 51,425.00
71	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ. YD.	16,476	\$ 2.00	\$ 32,952.00
72	GRANULAR EMBANKMENT	CU.YD.	1,600	\$ 1.00	\$ 1,600.00
73	POROUS GRANULAR EMBANKMENT	CU.YD.	530	\$ 1.00	\$ 530.00
74	AGGREGATE BASE COURSE, TYPE B, 8 INCH	SQ. YD.	14,455	\$ 14.00	\$ 202,370.00
75	TEMPORARY PAVEMENT PATCH	TON	65	\$ 10.00	\$ 650.00
76	DRIVEWAY HMA SURFACE COURSE REMOVAL AND REPLACEMENT	SQ. YD.	235	\$ 65.00	\$ 15,275.00
77	HOT MIX ASPHALT BINDER COURSE, IL-19, N50, 4 INCH	TON	3,480	\$ 85.50	\$ 297,540.00
78	LEVELING BINDER (HAND METHOD), N50	TON	280	\$ 1.00	\$ 280.00
79	BITUMINOUS MATERIALS (PRIME COAT)	GAL.	1,033	\$ 1.00	\$ 1,033.00
80	AGGREGATE (PRIME COAT)	TON	15	\$ 15.00	\$ 225.00
81	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2 INCH	TON	1,740	\$ 93.00	\$ 161,820.00
82	GRADING AND SHAPING PARKWAYS	SQ. YD.	8,600	\$ 8.50	\$ 73,100.00
83	TOPSOIL PLACEMENT, 4 INCH AND SODDING	SQ. YD.	8,600	\$ 18.00	\$ 154,800.00
84	THERMOPLASTIC PVMT. MARKING LINE, 4 INCH	FOOT	2,912	\$ 2.00	\$ 5,824.00
85	THERMOPLASTIC PVMT. MARKING LINE, 6 INCH	FOOT	1,378	\$ 2.25	\$ 3,100.50
86	THERMOPLASTIC PVMT. MARKING LINE, 12 INCH	FOOT	408	\$ 5.00	\$ 2,040.00
87	THERMOPLASTIC PVMT. MARKING LINE, 24 INCH	FOOT	306	\$ 9.00	\$ 2,754.00
88	THERMOPLASTIC PVMT. MARKING LINE, LETTERS AND SYMBOLS	SQ. FT.	23	\$ 15.00	\$ 345.00
89	POLYUREA PVMT. MARKING LINE, 4 INCH	FOOT	63	\$ 4.00	\$ 252.00
90	POLYUREA PVMT. MARKING LINE, 12 INCH	FOOT	438	\$ 10.00	\$ 4,380.00
91	POLYUREA PVMT. MARKING LINE, 24 INCH	FOOT	72	\$ 18.00	\$ 1,296.00
92	POLYUREA PVMT. MARKING LINE, LETTERS AND SYMBOLS	SQ. FT.	74	\$ 18.00	\$ 1,332.00
93	REMOVE SIGN PANEL ASSEMBLY	EACH	20	\$ 200.00	\$ 4,000.00
94	TELESCOPING STEEL SIGN SUPPORT	FOOT	330	\$ 25.00	\$ 8,250.00
95	SIGN PANEL, TYPE 1	SQ. FT.	92	\$ 45.00	\$ 4,140.00
96	RELOCATE SIGN PANEL ASSEMBLY	EACH	16	\$ 225.00	\$ 3,600.00
97	PORTABLE TOILETS	EA. CAL. MO.	11	\$ 400.00	\$ 4,400.00
98	CONTRACTOR'S FURNISHED CONSTRUCTION LAYOUT	LUMP SUM	1	\$ 137,213.00	\$ 137,213.00
99	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	\$ 627,500.00	\$ 627,500.00
100	ITEMS AS DIRECTED BY THE ENGINEER - LEAD WATER SERVICES	DOL	100,000	\$ 1.00	\$ 100,000.00
				<b>TOTAL BID</b>	<b>\$ 6,028,939.20</b>

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION OF  
2026 CIP WATER MAIN IMPROVEMENTS - CONTRACT A**

**ATTACHMENT 2**

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

**1. Project:**

*Project Description*

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

**2. Work Site:**

**Birch Street (Touhy Av to North End)  
Fifth Avenue (Prospect Av to Algonquin Rd)  
Prairie Avenue (Fifth Av to Second Av)**

**3. Permits, Licenses, Approvals, and Authorizations:**

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



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

IEPA – Public Water Supplies Construction Permit

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

MWRD – Watershed Management Ordinance (WMO) Permit



No Exceptions

**4. Commencement Date:**



the date of execution of the Contract by Owner.

\_\_\_\_\_ 10 \_\_\_\_\_ days after execution of the Contract by Owner.

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

**5. Completion Date:**

**Starting and Substantial Completion Dates:**

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

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

**Friday, November 20, 2026**, 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
Fifth Av	Forest Av to Algonquin Rd	5/18/2026	8/21/2026
Birch St	Touhy Av to north end	6/17/2026	10/23/2026
Prairie Av	Fifth Av to Second Av	7/6/2026	11/20/2026

**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 CITY HOLIDAYS** listed below unless otherwise approved in writing by the Project Manager.

- Monday, May 25, 2026**
- Friday, July 03, 2026**
- Monday, September 07, 2026**
- Monday, October 12, 2026,**
- Wednesday, November 11, 2026**
- Thursday, November 26, 2026**
- Friday, November 27, 2026**

- Memorial Day Holiday**
- Independence Day Holiday (observed)**
- Labor Day Holiday**
- Columbus Day Holiday**
- Veterans Day Holiday**
- Thanksgiving Day Holiday**
- Day After Thanksgiving Day Holiday**

If work is approved and 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 assess a fee for overtime services per day worked:

	Saturday	Sunday	Holidays
Engineer	\$1,000.00	\$1,200.00	\$1,500.00
Inspector	\$ 800.00	\$1,000.00	\$1,200.00

Fees for such overtime engineering services will be deducted from payments due the Contractor.

**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.



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

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  
 2026 CIP WATER MAIN IMPROVEMENTS - CONTRACT A**

**ATTACHMENT 3**

**SPECIFICATIONS**

**INDEX OF SPECIAL PROVISIONS**

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

<b><u>PAGE</u></b>	<b><u>DESCRIPTION</u></b>
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
3	RECORD DRAWING SURVEY POINT FILE
4	EXPLORATION TRENCH
4	WATER MAIN CONNECTIONS AND SHUT DOWNS
5	DUCTILE IRON PIPE WATER MAIN, CLASS 52
6	GATE VALVE, VAULT, FRAME AND CLOSED LID
7	FIRE HYDRANT REMOVAL
8	FIRE HYDRANT AND AUXILIARY VALVE
9	WATER MAIN RESTRAINED JOINT FITTINGS
10	WATER MAIN CHLORINATION AND TESTING
11	WATER SERVICE LINE, COPPER
12	WATER SERVICE SADDLES
13	CORPORATION STOP
14	CURB STOP
14	CURB BOX
15	PRIVATE WATER SERVICE FOUNDATION CONNECTION
16	PRIVATE WATER SERVICE METER CONNECTION
18	ITEMS AS DIRECTED BY THE CITY (LEAD SERVICES)
18	ABANDON EXISTING VALVE AND VAULT
19	DES PLAINES UTILITY STRUCTURE FRAMES, LIDS AND GRATES

20	CASING PIPE
21	CASING SPACERS
22	PIPE REMOVAL, ALL TYPES AND SIZES
22	STORM MANHOLE AND CATCH BASIN CONSTRUCTION
23	STORM SEWER, DUCTILE IRON PIPE
24	MANHOLE, CATCH BASIN, VALVE VAULT ADJUSTMENT AND RECONSTRUCTION
25	SANITARY MANHOLE, TYPE A, NEW FRAME, CLOSED LID
26	SANITARY MANHOLE ADJUSTMENT AND RECONSTRUCTION
27	SANITARY SEWER MAIN AND LATERAL REPAIR
28	TRENCH BACKFILL
29	SEWER LINING WITH CURED-IN-PLACE PIPE LINER
36	SIDEWALK REMOVAL, PORTLAND CEMENT CONCRETE SIDEWALK, DETECTABLE WARNINGS
37	REINFORCEMENT BARS, EPOXY COATED
38	DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT IN PORTLAND CEMENT CONCRETE
39	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON
40	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
41	CURB KEYWAY
42	TEMPORARY AGGREGATE, CA-6
42	PAVEMENT PATCHING
43	PAVEMENT REMOVAL, 14”
44	AGGREGATE BASE COURSE, TYPE B
44	TEMPORARY PAVEMENT PATCH
45	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE REMOVAL AND REPLACEMENT
45	GRADING AND SHAPING PARKWAYS AND DITCHES
46	TOPSOIL PLACEMENT 4 INCHES AND SODDING
47	REMOVE SIGN PANEL ASSEMBLY
47	TELESCOPING STEEL SIGN SUPPORT
48	SIGN PANEL, TYPE 1
49	PORTABLE TOILETS
49	TRAFFIC CONTROL AND PROTECTION

OTHER ATTACHMENTS:

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

CHECK SHEET FOR RECURRING SPECIAL PROVISIONS

BDE SPECIAL PROVISIONS

LOCAL ROADS SPECIAL PROVISIONS

(CONT.)

TRENCH BACKFILL TABLES  
NO PARKING SIGN  
HIGHWAY STANDARDS  
STORM WATER POLLUTION PREVENTION PLAN  
SOIL BORINGS AND CORES

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION OF  
2026 CIP WATER MAIN IMPROVEMENTS - CONTRACT A**

**ATTACHMENT 4**

**LIST OF DRAWINGS**

INDEX OF SHEETS	
Sheet No.	Description
1	COVER SHEET
2	LEGEND, ABBREVIATIONS
3	SUMMARY OF QUANTITIES, GENERAL NOTES
4	MWRD GENERAL NOTES
5	TYPICAL SECTIONS
6 - 8	BIRCH STREET
9 - 11	FIFTH AVENUE
12 - 15	PRAIRIE AVENUE
16 - 17	PRAIRIE AVENUE PAVEMENT ELEVATIONS
18 - 19	TYPICAL DETAILS
20	EROSION AND SEDIMENT CONTROL DETAILS

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION OF  
2026 CIP WATER MAIN IMPROVEMENTS - CONTRACT A**

**ATTACHMENT 5**

**SPECIAL PROJECT REQUIREMENTS**

**ACCELERATED SHOP DRAWING SUBMITTALS**

Due to potential material shortages and delays, the City requires that all shop drawings, catalog cuts and other material certifications that affect critical path items be submitted **NO LATER THAN 5 DAYS** after the Notice to Proceed is executed.

**PRE-CONSTRUCTION MEETING**

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

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

Progress Schedule (submit 3 working days prior) for review

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

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

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

List of Material Suppliers and phone numbers

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

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

## **CLAIMS**

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

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

### **PROCEDURE FOR RESOLVING PROPERTY DAMAGE CLAIMS**

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

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

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

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

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

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

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

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

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

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

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

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