



Agenda
Village of Glen Ellyn
Special Village Board Meeting
Thursday, July 9, 2026
5:30 PM

Glen Ellyn Civic Center, Galligan Board Room

Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda at the meeting or online at www.glenellyn.org prior to the meeting. Meetings are taped and also televised on WideOpenWest Channel 6, AT&T Channel 99, and Comcast Cable Services Channel 10. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact The Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Audience Participation**

- 1) Open:

Members of the public are welcome to speak to any item not specifically listed on tonight's agenda for up to (3) three minutes during the Audience Participation portion of the agenda. For those items which are on tonight's agenda, you will have the opportunity to comment when the item is discussed. Please complete the Audience Participation form and submit it to the Village Clerk and if you have materials you wish to share with the Board, provide those also to the Village Clerk. When recognized, please step to the podium and state your name for the record. Individuals wishing to address the Board shall exercise proper decorum and respect for the proceedings and the business of the Village Board and shall refrain from abusive demeanor and language. Public officials are not obligated to respond to questions.

- E. Consent Agenda - The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below:**

- 1) Adopt Resolution No. 26-56, A Resolution Approving a Settlement Agreement for the Installation of a Water Main Extension Along Lake Road and Authorizing Its Execution (Village Attorney Stephanides)
- 2) Adopt Resolution No. 26-64, A Resolution Approving a Settlement Agreement Regarding a Water Leak At or Near 732 Crescent Boulevard and Authorizing Its Execution (Village Attorney Stephanides)
- 3) Adopt Resolution No. 26-62, A Resolution Approving an Independent Contractor Agreement with John Neri Construction Company, Inc. for Construction of the

2026 Lake Road Watermain Extension Project in an Amount Not-to-Exceed \$114,515.30 to be Expensed to the Water and Sewer Fund, Waiving the Village's Competitive Bidding Requirements for the Agreement Pursuant to Section 1-10-2(D) of the Village Code, and Authorizing the Agreement's Execution (Public Works Director Hubsy)

F. Other Business

G. Adjourn



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 7/9/2026 5:30 PM
Department: Administration
Department Head:
Category: Resolution
Prepared By: Paul Stephanides

**AGENDA ITEM (ID
2026-410)**

DOC ID: 2026-410

Adopt Resolution No. 26-56, A Resolution Approving a Settlement Agreement for the Installation of a Water Main Extension Along Lake Road and Authorizing Its Execution (Village Attorney Stephanides)

Statement of the Issue:

The attached Resolution approves a Settlement Agreement for the installation of an extension of a water main along Lake Road and authorizes its execution.

Analysis:

The attached Resolution authorizes the execution of a Settlement Agreement for the installation of an extension of a water main along Lake Road as discussed by the Village Board at the May 18, 2026 closed executive session.

Budget Impact:

There will be a cost to extend the water main and other associated costs as set forth in the Agreement.

Contribution to Strategic Plan

Strategic Priority: Infrastructure; Initiative: Safe & reliable roads & utilities

Action Requested:

Adopt the Resolution.

Attachments:

1. Resolution
2. Agreement



Village of Glen Ellyn

Resolution No. 26-xx

**A Resolution Approving a Settlement Agreement for the Installation of a Water Main
Extension Along Lake Road and Authorizing Its Execution**

**Adopted by the
Village President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This 9th Day of July, 2026**

Resolution No. 26-xx

**A Resolution Approving a Settlement Agreement for the Installation of a Water Main
Extension Along Lake Road and Authorizing Its Execution**

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Glen Ellyn, DuPage County, State of Illinois (“Village”), in the exercise of their home rule powers, that the Settlement Agreement for the installation of a water main extension along Lake Road is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached subject to the review and approval of the Village Attorney.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

Adopted by the Village President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 9th day of July, 2026.

Voting	Ayes	Nays	Abstain	Absent
Desai Bhagwakar				
Christiansen				
Duncan				
Kalinich				
Simon				
Thompson				
Burket (in case of a tie)				

Approved by the Village President of the Village of Glen Ellyn, Illinois this ____ day of July, 2026.

James Burket, Village President

ATTEST

Caren Cosby, Village Clerk

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as “the Agreement”) is made and entered into this _____ day of July, 2026 (the “effective date” as defined herein), by and between Charles Chejfec (hereinafter referred to as “Chejfec”), Charles E. Alcorn III and Sandra L. Alcorn (hereinafter collectively referred to as the “Alcorns”), Francisco Montilla (hereinafter referred to as “Montilla”) and the Village of Glen Ellyn, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”). Chejfec, the Alcorns, Montilla and the Village are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” Chejfec, the Alcorns and Montilla are hereinafter sometimes referred to collectively as the “Plaintiffs.”

RECITALS

WHEREAS, Chejfec owns the real property located at 732 Crescent Boulevard, Glen Ellyn, Illinois 60137 (hereinafter referred to as the “732 Crescent”);

WHEREAS, the Alcorns own the real property located at 637 Lake Road, Glen Ellyn, Illinois 60137 (hereinafter referred to as “637 Lake”);

WHEREAS, Montilla owns the real property located at 724 Crescent Boulevard, Glen Ellyn, Illinois 60137 (hereinafter referred to as “724 Crescent”);

WHEREAS, the Plaintiffs filed a federal court action in the Northern District of Illinois against the Village that has been assigned Case Number 1-26-cv-00948 (hereinafter referred to as the “Federal Court Action”);

WHEREAS, the Village has filed administrative adjudication citations against Chejfec, the Alcorns and Montilla that have been assigned Case Numbers 2025-0138-MNT, 2025-0306-MNT and 2025-0207-MNT (collectively hereinafter referred to as the “Citations”);

WHEREAS, to fully resolve the Federal Court Action and the Citations, the Parties have determined to enter into this Settlement Agreement and Release;

WHEREAS, the Village will construct an extension of its existing water main system on Lake Road in the Village pursuant to this Agreement;

WHEREAS, the extension of the Village’s water main will allow the Alcorns to connect their water service at 637 Lake to the extended water main as set forth in this Agreement; and

WHEREAS, upon the connection of the Village’s extended water main to the property at 637 Lake Road, Chejfec and Montilla will cause the existing water line that serves 635 Lake and 637 Lake to be capped and the Village will reimburse Chejfec and Montilla to cap the line up to a maximum of \$7,500; and

WHEREAS, the existing water line at 732 Crescent will be capped in such a manner to continue to allow the property at 724 Crescent to continue to receive water service through the line.

NOW THEREFORE, in consideration of the promises and mutual covenants and undertakings contained herein and incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. **Project.** The Village will construct a water main extension of approximately 150 feet with six-inch pipe, including a new main line valve and fire hydrant in the right-of-way of Lake Road southwest from the current termination point of the Village's system as depicted in the drawing attached hereto and incorporated herein by reference as Exhibit A (hereinafter referred to as the "Project"). The Village will construct the Project at its own cost and expense and will complete construction on or before August 31, 2026, subject to the issuance of an operating permit for the Project from the Illinois Environmental Protection Agency ("IEPA"). The Village shall use its best efforts to obtain said permit from the IEPA.

3. **Connection to Extended Water Main.** Upon completion of the Project, the Village shall connect the Alcorns' water service, as depicted in Exhibit A, to the new water main on or before September 30, 2026. The Alcorns shall be responsible to pay up to 50% of the Village's cost to connect the Alcorns' water service to a maximum amount of \$7,500. The Village shall provide the Alcorns with all documents and information necessary to establish and confirm the cost of connecting the Alcorns to the newly extended water main, including all receipts, contracts, labor time and rates, proof of payment, and any calculations performed by the Village in arriving at the final cost amount. The Alcorns and the Village will enter into the Payment Plan Agreement (hereinafter referred to as the "PPA") in substantially the form attached hereto and incorporated herein by reference as Exhibit B for said costs to be repaid over a term of ten (10) years, with no interest accruing, with a monthly payment of no more than \$62.50 per month, and if the Alcorns sell their property at 637 Lake any time before said amount is fully repaid, the Alcorns shall owe the remaining amount upon such sale. The Village will record the PPA with the DuPage County Recorder of Deeds so that it is of record. Upon payment in full of the PPA, the Village shall file a release of the PPA in substantially the form attached hereto and incorporated herein as Exhibit C.

4. **Capping of Existing Water Line.** Upon the connection of the new water main to 637 Lake, Chejfec and Montilla shall cap the portion of the water line located on 732 Crescent. Said line shall continue to serve the property located at 724 Crescent, but not 635 Lake and 637 Lake. Chejfec and Montilla shall retain the contractor of their choice to cap the line and the Village shall pay for the actual costs of capping the line, up to a maximum amount of \$7,500. Chejfec and Montilla shall provide the Village with all receipts, contracts and proof of payment necessary for the Village to approve and provide reimbursement for said payment.

5. **Dismissal of Citations.** The Village shall dismiss the pending Citations against the Plaintiffs within seven (7) days of the execution of this Agreement by all Parties.

6. **Dismissal of Federal Court Action.** Plaintiffs will dismiss the instant federal lawsuit without prejudice within seven (7) days of execution of the settlement agreement and will dismiss the lawsuit with prejudice within seven (7) days of the completion of the work

contemplated under the settlement agreement once Plaintiffs are reimbursed for the cost of the capping the water line referenced in Section 4 above.

7. **Release of The Federal Court Action and Citations.** The Plaintiffs covenant and agree that they shall not commence or maintain a legal action against the Village or its officers, officials, employees and agents arising from the claims, allegations, facts, or occurrences asserted in the Federal Court Action. Each Party shall bear its own attorneys' fees and costs incurred in connection with the Citations and the Federal Court Action.

8. **Headings and Section Titles.** The headings and section titles of this Agreement are intended to be illustrative only, and are not themselves terms of this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and supersedes all previous agreements, negotiations, and commitments made between the Parties that covered the same subject matter as this Agreement.

10. **Modification.** This Agreement shall not be changed or modified in any matter, except by mutual written consent signed by a duly authorized representative of each of the Parties.

11. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective agents, officers, directors, trustees, representatives, assigns, predecessors and successors.

12. **Representation of Counsel.** The Parties hereby declare and represent that: (1) they have entered into this Agreement after consultation with their respective attorneys; and (2) they intend to be legally bound by this Agreement.

13. **No Admission.** The Parties acknowledge and agree that this Agreement represents a compromise and cannot be considered as or construed as an admission of liability, fault, fact, or law by any of the Parties.

14. **Notices.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic mail to the persons and addresses indicated below or to such other addresses as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

If to the Village:

Paul L. Stephanides
Village Attorney
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137
email: pstephanides@glenellyn.org

If to the Plaintiffs:

Charles Chejfec
The Law Offices of Charles Chejfec
1431 Opus Place, Suite 600
Downers Grove, Illinois 60515
email: charles@chejfeclaw.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of email transmission.

15. **Severability.** If any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be severed from the Agreement, and the remaining parts shall be valid and enforceable.

16. **Counterparts; Email Transmission.** This Agreement may be executed in counterparts, each of which shall be construed together and shall constitute one document. This Agreement may be exchanged either in person or by email transmission, and each such duly executed counterpart shall be of the same validity, force, and effect as the original.

17. **Authority to Execute Agreement.** The individuals signing this Agreement on behalf of each of the Parties now represent and warrant that they have full and complete authority and authorization: (1) to execute and effect this Agreement; (2) to bind the Parties on whose behalf they are signing; and (3) to take or cause to be taken all acts contemplated by this Agreement.

18. **Execution and Effective Date.** The effective date of this Agreement shall be the last date of its execution by one of the Parties as reflected below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

FRANCISCO MONTILLA

CHARLES CHEJFEC

Dated: _____, 2026

Dated: _____, 2026

CHARLES E. ALCORN III

SANDRA L. ALCORN

Dated: _____, 2026

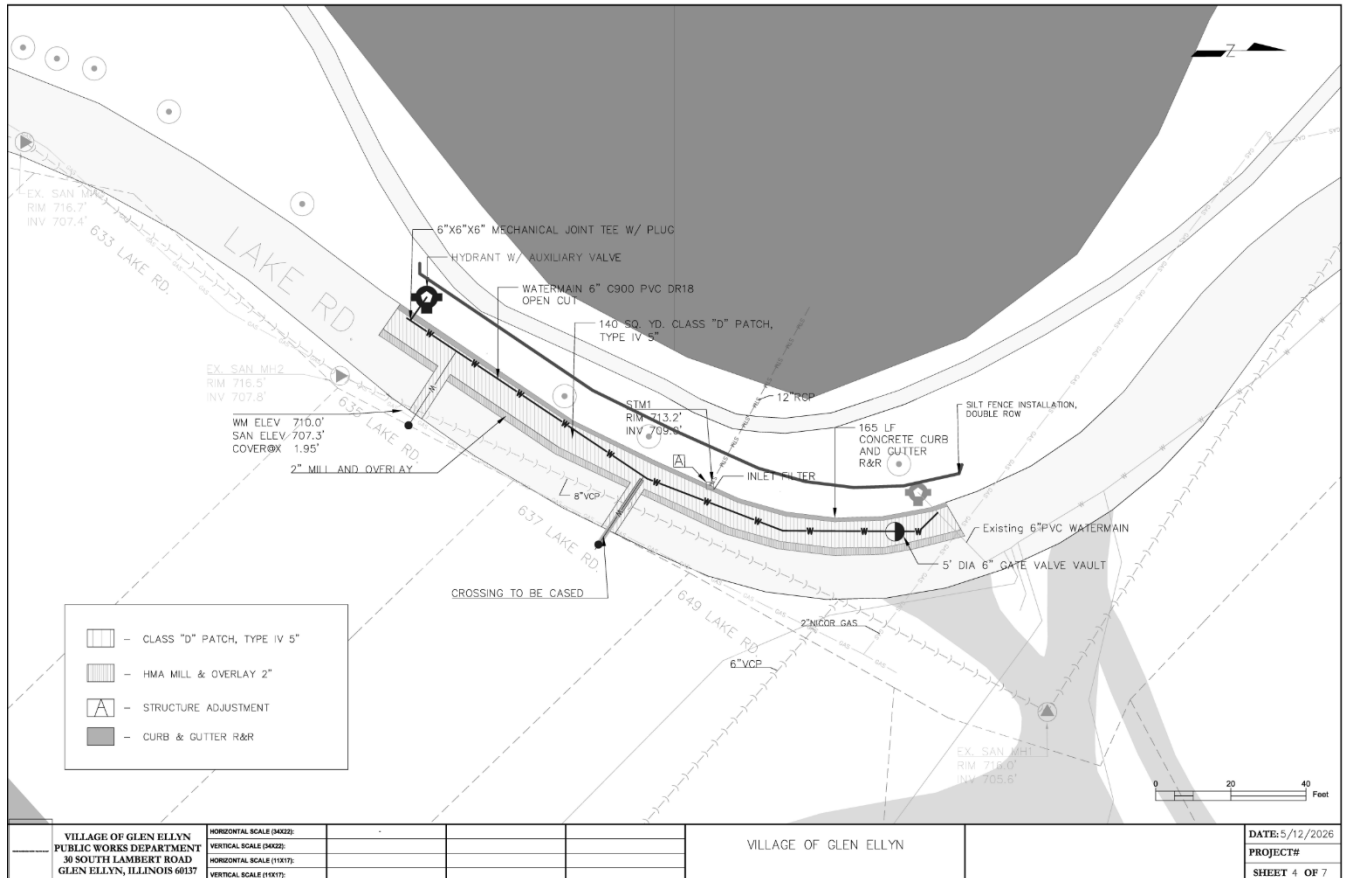
Dated: _____, 2026

VILLAGE OF GLEN ELLYN

By: Mark Franz
Its: Village Manager

Dated: _____, 2026

EXHIBIT A



The black dots located on the 635 Lake and 637 Lake properties represent the approximate locations of buffalo boxes, which are the junction points where 635 Lake and 637 Lake will connect to the extended water main.

EXHIBIT B

Property Address:

637 Lake Road
Glen Ellyn, Illinois 60137

P.I.N. 05-11-216-009

**PREPARED BY AND
RETURN TO:**

Village Attorney
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

(for Recorder's Use Only)

PAYMENT PLAN AGREEMENT

This Payment Plan Agreement (hereinafter referred to as the "Agreement") is entered into by Charles E. Alcorn III and Sandra L. Alcorn (hereinafter referred to as the "Alcorns") and the Village of Glen Ellyn, an Illinois home rule municipal corporation (hereinafter referred to as the "Village").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Alcorns and the Village agree as follows:

1. **Payment Terms.** The Village shall connect the Alcorns' water service at the property legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"), to the Village's water main installed along Lake Road, and the Alcorns shall reimburse the Village for fifty percent (50%) of the Village's cost up to a maximum of \$7,500.00. The Alcorns shall pay up to \$62.50 per month on their Village water bill to pay said amount over a ten (10) year period with no interest accruing beginning with their October 2026 water bill based upon the Village's actual costs for the service line installation.

2. **Sale or Transfer of Property.** If the Alcorns sell or transfer their Property prior to the Village receiving final payment in October 2036, the remaining portion of the amount due under this Agreement shall be due within thirty (30) days after such sale or transfer. Any such final payment shall be made to the Village by check or credit card payable to the Village of Glen Ellyn and shall be mailed or delivered by the due date to the attention of Village of Glen Ellyn, Finance Department, 535 Duane Street, Glen Ellyn, Illinois 60137, (630) 547-5000.

3. **Release of Agreement.** Upon payment of the amount due, the Village shall file a release of this Agreement with the DuPage County Recorder of Deeds within thirty (30) days receipt of final payment at the Village's cost and expense.

CHARLES E. ALCORN III

Subscribed and sworn before me
this ____ day of _____, 2026.

- Notary Seal -

Notary Public

SANDRA L. ALCORN

Subscribed and sworn before me
this ____ day of _____, 2026.

- Notary Seal -

Notary Public

VILLAGE OF GLEN ELLYN

By: Mark Franz
Its: Village Manager

Subscribed and sworn before me
this ____ day of _____, 2026.

- Notary Seal -

Notary Public

EXHIBIT C

Property Address:

637 Lake Road
Glen Ellyn, Illinois 60137

P.I.N. 05-11-216-009

**PREPARED BY AND
RETURN TO:**

Village Attorney
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

(for Recorder's Use Only)

RELEASE

THE VILLAGE OF GLEN ELLYN, DuPage County, State of Illinois, an Illinois municipal corporation ("Village"), by and through its Village Manager Mark Franz **DOES HEREBY RELEASE** that certain Payment Plan Agreement ("Agreement") in the amount of _____ (\$ _____), recorded on _____ as Document Number _____ with the DuPage County Recorder of Deeds, all amounts due on said Agreement paid to the Village and the Village receiving full satisfaction, the Village releases and forever discharges all amounts owed under said Agreement with regard to the following legally described property:

LOT 1 IN THE DIVISION OF LOT 14 OF WASSELL'S CRESCENT BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1992 AS DOCUMENT 160106 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

Mark Franz, Village Manager

Subscribed and sworn before me this
____ day of _____, 20__.

- Notary Seal -

Notary Public



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 7/9/2026 5:30 PM
Department: Administration
Department Head:
Category: Resolution
Prepared By: Paul Stephanides

**AGENDA ITEM (ID
2026-543)**

DOC ID: 2026-543

Adopt Resolution No. 26-64, A Resolution Approving a Settlement Agreement Regarding a Water Leak At or Near 732 Crescent Boulevard and Authorizing Its Execution (Village Attorney Stephanides)

Statement of the Issue:

Analysis:

The attached Resolution approves a Settlement Agreement regarding a water leak at or near 732 Crescent Boulevard and authorizes its execution as discussed by the Village Board at the May 18, 2026 closed executive session.

Budget Impact:

There will be costs to eliminate the water leak and other associated costs as set forth in the Agreement.

Contribution to Strategic Plan

Strategic Priority: Infrastructure; Initiative: Safe & reliable roads & utilities

Action Requested:

Adopt the Resolution.

Attachments:

1. Resolution
2. Agreement



Village of Glen Ellyn

Resolution No. 26-xx

**A Resolution Approving a Settlement Agreement Regarding a Water Leak
At or Near 732 Crescent Boulevard and Authorizing Its Execution**

**Adopted by the
Village President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This 9th Day of July, 2026**

Resolution No. 26-xx

**A Resolution Approving a Settlement Agreement Regarding a Water Leak
At or Near 732 Crescent Boulevard and Authorizing Its Execution**

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Glen Ellyn, DuPage County, State of Illinois (“Village”), in the exercise of their home rule powers, that the Settlement Agreement regarding a water leak at or near 732 Crescent Boulevard is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached subject to the review and approval of the Village Attorney.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

Adopted by the Village President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 9th day of July, 2026.

Voting	Ayes	Nays	Abstain	Absent
Desai Bhagwakar				
Christiansen				
Duncan				
Kalinich				
Simon				
Thompson				
Burket (in case of a tie)				

Approved by the Village President of the Village of Glen Ellyn, Illinois this ____ day of July, 2026.

James Burket, Village President

ATTEST

Caren Cosby, Village Clerk

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as “the Agreement”) is made and entered into this _____ day of July, 2026 (the “Effective Date” as defined herein), by and between Charles Chejfec (hereinafter referred to as “Chejfec”), Charles E. Alcorn III and Sandra L. Alcorn (hereinafter collectively referred to as the “Alcorns”), Francisco Montilla (hereinafter referred to as “Montilla”), John Michael Connor and Patricia M. Lyons-Connor (hereinafter referred to as the “Connors”) and the Village of Glen Ellyn, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”¹). Chejfec, the Alcorns, Montilla, the Connors and the Village are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Chejfec owns the real property located at 732 Crescent Boulevard, Glen Ellyn, Illinois 60137 (hereinafter referred to as “732 Crescent”);

WHEREAS, the Connors own the real property located at 635 Lake Road, Glen Ellyn, Illinois 60137 (hereinafter referred to as “635 Lake”)

WHEREAS, the Alcorns own the real property located at 637 Lake Road, Glen Ellyn, Illinois 60137 (hereinafter referred to as “637 Lake”);

WHEREAS, Montilla owns the real property located at 724 Crescent Boulevard, Glen Ellyn, Illinois 60137 (hereinafter referred to as “724 Crescent”);

WHEREAS, a waterline pipe exists that carries water underground from the Village’s water main on Crescent Boulevard to 635 Lake and 637 Lake (the “Pipe”);

WHEREAS, it is believed that the path of the Pipe generally follows the property line between 724 Crescent and 732 Crescent until it splits off and provides water to 635 Lake and 637 Lake;

WHEREAS, the Pipe has been leaking water underground in unknown directions and above ground across the properties located at 732 Crescent, 635 Lake, and 637 Lake (“Leaking Water”);

WHEREAS, the Village has filed administrative adjudication citations against Chejfec, the Alcorns, Montilla and the Connors related to the Pipe and Leaking Water that have been assigned Case Numbers 2025-0138-MNT, 2025-0306-MNT and 2025-0207-MNT (collectively hereinafter referred to as the “Citations”);

WHEREAS, to fully resolve the Citations and all issues related to the Pipe and Leaking Water, the Parties have determined to enter into this Settlement Agreement and Release;

¹ For purposes of this Agreement, including Paragraph 4, the term “Village” as defined above, shall include the Village’s trustees, officers, officials, employees, representatives, agents, assignees, and successors.

WHEREAS, the Village will construct an extension of its existing water main system on Lake Road in the Village pursuant to this Agreement;

WHEREAS, the extension of the Village's water main will allow the Connors to connect their water service at 635 Lake to the extended water main as set forth in this Agreement; and

WHEREAS, the Connors shall release Chejfec, the Alcorns, Montilla and the Village from any liability from a water leak that has occurred at or near 732 Crescent as more fully set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants and undertakings contained herein and incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

2. **Project**. The Village will construct a water main extension of approximately 150 feet with six-inch pipe, including a new main line valve and fire hydrant in the right-of-way of Lake Road southwest from the current termination point of the Village's system as depicted in the drawing attached hereto and incorporated herein by reference as Exhibit A (hereinafter referred to as the "Project"). The Village will construct the Project at its own cost and expense and will complete construction on or before August 31, 2026, subject to the issuance of an operating permit for the Project from the Illinois Environmental Protection Agency ("IEPA"). The Village shall use its best efforts to obtain said permit from the IEPA.

3. **Connection to Extended Water Main**. Upon completion of the Project, the Village shall connect the Connors' water service, as depicted in Exhibit A, to the new water main on or before September 30, 2026. The Connors' shall be responsible to pay up to 50% of the Village's cost to connect the Connors' water service to a maximum amount of \$7,500. The Village shall provide the Connors with all documents and information necessary to establish and confirm the cost of connecting the Connors to the newly extended water main, including all receipts, contracts, labor time and rates, proof of payment, and any calculations performed by the Village in arriving at the final cost amount. The Connors and the Village will enter into the Payment Plan Agreement (hereinafter referred to as the "PPA") in substantially the form attached hereto and incorporated herein by reference as Exhibit B for said costs to be repaid over a term of ten (10) years, with no interest accruing, with a monthly payment of no more than \$62.50 per month, and if the Connors sell their property at 635 Lake any time before said amount is fully repaid, the Connors shall owe the remaining amount upon such sale. The Village will record the PPA with the DuPage County Recorder of Deeds so that it is of record. Upon payment in full of the PPA, the Village shall file a release of the PPA in substantially the form attached hereto and incorporated herein as Exhibit C.

4. **Mutual Releases of Any and All Claims.** Each Party to this Agreement and his/her/their/its respective heirs, administrators, executors, assignees, representatives, and successors generally, completely, absolutely and irrevocably waive, release, relinquish, forgive, forever discharge, and covenant not to sue any other Party or Parties to this Agreement and his/her/their/its respective heirs, administrators, executors, assignees, representatives, and successors, from any and all claims, rights, demands, actions, proceedings, suits, causes of action, damages, counterclaims, losses, costs, obligations, liabilities, debts, and expenses, known or unknown, suspected or unsuspected, fixed or contingent, foreseen or unforeseen, arising out of or related to the Pipe and Leaking Water that each Party to this Agreement has, had, or may have against any other Party or Parties to this Agreement.

If it is determined that any Party has filed or brought any type of action, proceeding, or lawsuit against any other Party or Parties or their successors, assigns, heirs, executors, administrators, legal representatives, officers, officials, employees and agents in violation of this paragraph, such Party shall be responsible for the attorneys' fees and costs incurred to defend the matter.

5. **Dismissal of Citations.** The Village shall dismiss the pending Citations against the Connors within seven (7) days of the execution of this Agreement by all Parties. Each Party shall bear its own attorneys' fees and costs incurred in connection with the Citations.

6. **Headings and Section Titles.** The headings and section titles of this Agreement are intended to be illustrative only, and are not themselves terms of this Agreement.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and supersedes all previous agreements, negotiations, and commitments made between the Parties that covered the same subject matter as this Agreement.

8. **Modification.** This Agreement shall not be changed or modified in any matter, except by mutual written consent signed by a duly authorized representative of each of the Parties.

9. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective agents, officers, directors, trustees, representatives, assigns, predecessors and successors.

10. **Representation of Counsel.** The Parties hereby declare and represent that: (1) they have entered into this Agreement after consultation with their respective attorneys; and (2) they intend to be legally bound by this Agreement.

11. **No Admission.** The Parties acknowledge and agree that this Agreement represents a compromise and cannot be considered as or construed as an admission of liability, fault, fact, or law by any of the Parties.

12. **Notices.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic mail to the persons and addresses indicated below or to such other addresses as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this subsection:

If to the Village:

Paul L. Stephanides

Village Attorney

Village of Glen Ellyn

535 Duane Street

Glen Ellyn, Illinois 60137

email: pstephanides@glenellyn.org If to Chefec, the Alcorns and Montilla:

Charles Chefec

The Law Offices of Charles Chefec

1431 Opus Place, Suite 600

Downers Grove, Illinois 60515

email: charles@chefeclaw.com

If to the Connors:

John D. Scheflow

Partner

Gardiner Koch Weisberg & Wrona

121 W. Wacker Dr., Suite 3600

Chicago, IL 60601

Email: jscheflow@gkwwlaw.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of email transmission.

13. **Severability.** If any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be severed from the Agreement, and the remaining parts shall be valid and enforceable.

14. **Counterparts; Email Transmission.** This Agreement may be executed in counterparts, each of which shall be construed together and shall constitute one document. This Agreement may be exchanged either in person or by email transmission, and each such duly executed counterpart shall be of the same validity, force, and effect as the original.

15. **Authority to Execute Agreement.** The individuals signing this Agreement on behalf of each of the Parties now represent and warrant that they have full and complete

authority and authorization: (1) to execute and effect this Agreement; (2) to bind the Parties on whose behalf they are signing; and (3) to take or cause to be taken all acts contemplated by this Agreement.

16. **Execution and Effective Date.** The Effective Date of this Agreement shall be the last date of its execution by one of the Parties as reflected below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

FRANCISCO MONTILLA

CHARLES CHEJFEC

Dated: _____, 2026

Dated: _____, 2026

CHARLES E. ALCORN III

SANDRA L. ALCORN

Dated: _____, 2026

Dated: _____, 2026

JOHN MICHAEL CONNOR

PATRICIA M. LYONS-CONNOR

Dated: _____, 2026

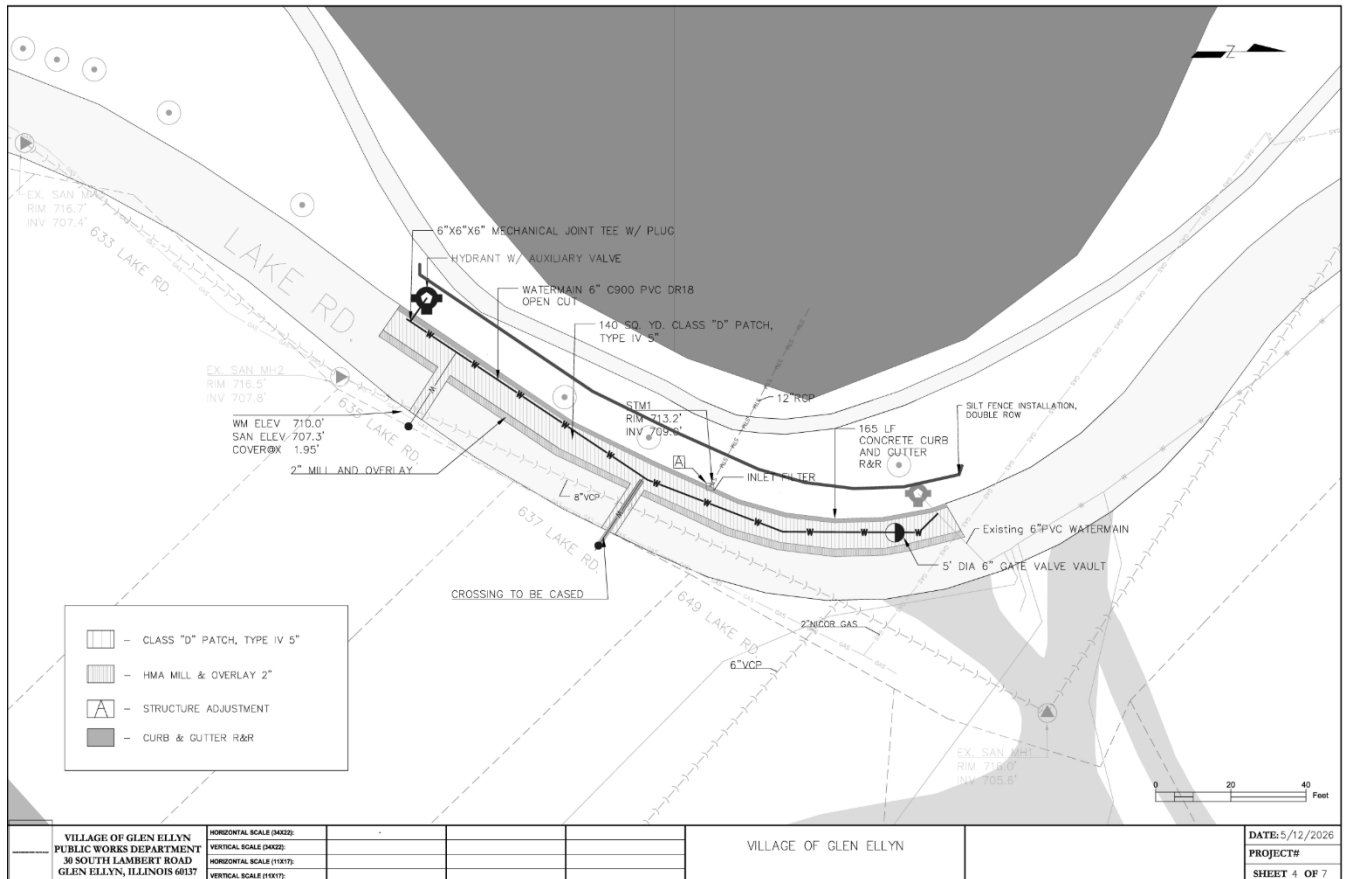
Dated: _____, 2026

VILLAGE OF GLEN ELLYN

By: Mark Franz
Its: Village Manager

Dated: _____, 2026

EXHIBIT A



The black dots located on the 635 Lake and 637 Lake properties represent the approximate locations of buffalo boxes, which are the junction points where 635 Lake and 637 Lake will connect to the extended water main.

EXHIBIT B

Property Address:

635 Lake Road
Glen Ellyn, Illinois 60137

P.I.N. 05-11-216-010

**PREPARED BY AND
RETURN TO:**

Village Attorney
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

(for Recorder's Use Only)

PAYMENT PLAN AGREEMENT

This Payment Plan Agreement (hereinafter referred to as the "Agreement") is entered into by John Michael Connor and Patricia M. Lyons-Connor (hereinafter referred to as the "Connors") and the Village of Glen Ellyn, an Illinois home rule municipal corporation (hereinafter referred to as the "Village").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Connors and the Village agree as follows:

1. **Payment Terms.** The Village shall connect the Connors' water service at the property legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"), to the Village's water main installed along Lake Road, and the Connors shall reimburse the Village for fifty percent (50%) of the Village's cost up to a maximum of \$7,500.00. The Connors shall pay up to \$62.50 per month on their Village water bill to pay said amount over a ten (10) year period with no interest accruing beginning with their October 2026 water bill based upon the Village's actual costs for the service line installation.

2. **Sale or Transfer of Property.** If the Connors sell or transfer their Property prior to the Village receiving final payment in October 2036, the remaining portion of the amount due under this Agreement shall be due within thirty (30) days after such sale or transfer. Any such final payment shall be made to the Village by check or credit card payable to the Village of Glen Ellyn and shall be mailed or delivered by the due date to the attention of Village of Glen Ellyn, Finance Department, 535 Duane Street, Glen Ellyn, Illinois 60137, (630) 547-5000.

3. **Release of Agreement.** Upon payment of the amount due, the Village shall file a release of this Agreement with the DuPage County Recorder of Deeds within thirty (30) days receipt of final payment at the Village's cost and expense.

JOHN MICHAEL CONNOR

Subscribed and sworn before me
this ____ day of _____, 2026.

- Notary Seal -

Notary Public

PATRICIA M. LYONS-CONNOR

Subscribed and sworn before me
this ____ day of _____, 2026.

- Notary Seal -

Notary Public

VILLAGE OF GLEN ELLYN

By: Mark Franz
Its: Village Manager

Subscribed and sworn before me
this ____ day of _____, 2026.

- Notary Seal -

Notary Public

EXHIBIT C

Property Address:

635 Lake Road
Glen Ellyn, Illinois 60137

P.I.N. 05-11-216-010

**PREPARED BY AND
RETURN TO:**

Village Attorney
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

(for Recorder's Use Only)

RELEASE

THE VILLAGE OF GLEN ELLYN, DuPage County, State of Illinois, an Illinois municipal corporation ("Village"), by and through its Village Manager Mark Franz **DOES HEREBY RELEASE** that certain Payment Plan Agreement ("Agreement") in the amount of _____ (\$ _____), recorded on _____ as Document Number _____ with the DuPage County Recorder of Deeds, all amounts due on said Agreement paid to the Village and the Village receiving full satisfaction, the Village releases and forever discharges all amounts owed under said Agreement with regard to the following legally described property:

LOT 2 IN THE DIVISION OF LOT 14 OF WASSELL'S CRESCENT BOULEVARD SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1992 AS DOCUMENT 166937, IN DUPAGE COUNTY, ILLINOIS.

Mark Franz, Village Manager

Subscribed and sworn before me this
____ day of _____, 20__.

- Notary Seal -

Notary Public



Glen Ellyn Village
Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 7/9/2026 5:30 PM
Department: Public Works - Engineering
Department Head: John Hubsby
Category: Resolution
Prepared By: Jimmy D'Angelo

AGENDA ITEM (ID
2026-483)

DOC ID: 2026-483

Adopt Resolution No. 26-62, A Resolution Approving an Independent Contractor Agreement with John Neri Construction Company, Inc. for Construction of the 2026 Lake Road Watermain Extension Project in an Amount Not-to-Exceed \$114,515.30 to be Expensed to the Water and Sewer Fund, Waiving the Village's Competitive Bidding Requirements for the Agreement Pursuant to Section 1-10-2(D) of the Village Code, and Authorizing the Agreement's Execution (Public Works Director Hubsby)

Statement of the Issue:

The purpose of this memorandum is to provide a recommendation for the award of an Independent Contractor Agreement to John Neri Construction Company, Inc. ("John Neri") for construction of the 2026 Lake Road Watermain Extension Project ("Project"). The Agreement includes an extension of an existing six-inch (6") watermain along Lake Road.

Analysis:

635 and 637 Lake Road have a shared water service line that is connected to the watermain on Crescent Boulevard. In order to reach the watermain on Crescent Boulevard, the shared service line crosses adjoining property at 732 Crescent Boulevard. Per the Agreement, the Village will extend a watermain on Lake Road which will allow the 635 and 637 Lake Road properties to have independent water services.

Reason for Waiving Competitive Bidding

By separate agreement, the Village is required to complete the extension of the Lake Road watermain by August 31, 2026. Due to the completion timeline as well as a desire to get the work done before school starts at Glenbard West High School on August 14th, staff did not competitively bid the project as it would with other projects. Development of invitation to bid documents would have significantly extended the timeline to secure pricing and move the project forward. However, staff secured multiple quotes from reputable contractors that typically bid on such Village projects. This approach requires waiving competitive bidding. Staff deems this as an eligible exception to competitive bidding as it is considered a Special Circumstance contract according to Section 1-10-2(D) of the Village Code. Section 1-10-2(D) provides that the Village may enter into contracts where special conditions or circumstances require the use of negotiated contracts.

Cost Quotes and Proposed Contractor

Staff solicited pricing from five (5) contractors and received submittals from three (3). The table below shows the cost quotes received.

Contractor	Quote
John Neri Construction Company, Inc.	\$114,515.30
Miller Pipeline, LLC	\$149,723.86
A Lamp Concrete Contractors, Inc.	\$159,986.45

Based on review of cost quotes, staff recommends proceeding with the low-cost quote of \$114,515.30 submitted by John Neri Construction Company. John Neri completed the Cumnor Water and Sewer Extension Project, multiple utility and roadway improvement projects, as well as emergency water and sewer repairs for the Village. Based on the Village's previous positive experiences, as well as their quote being the lowest, staff recommends awarding the contract to John Neri Construction Company.

The cost set forth in the Agreement includes cutting into and extending the existing 6" C900 PVC watermain by approximately 165 linear feet, open-cutting the roadway to lay the main and plug the end with a 6"x6"x6" mechanical joint tee with plug, installing a new hydrant with auxiliary valve and a 6" gate valve vault, removal and replacement of approximately 165 linear feet of concrete curb and gutter, and new water service connections to two properties (635 & 637 Lake Rd). The contract also includes street sweeping, resident notification, and all traffic control needed for the project.

Schedule

Work will need to be completed to not impact the Tour of Lake Ellyn Bike Race taking place on July 18th and also the start of the new school year at Glenbard West. Staff will coordinate the project schedule with John Neri accordingly.

Budget Impact:

The Project will be funded through the Water and Sewer Fund in account 50100-580100-26015 (Capital Improvements). While the Project was not budgeted for 2026, the Fund can comfortably support the Project through the use of existing reserves.

Contribution to Strategic Plan

Strategic Priority: Infrastructure; Initiative: Safe and Reliable Roads and Utilities

Action Requested:

Adopt the Resolution.

Attachments:

1. Resolution
2. Independent Contractor Agreement
3. John Neri Quote

4. Contractor Quotes



Village of Glen Ellyn

Resolution No. 26-xx

A Resolution Approving an Independent Contractor Agreement with John Neri Construction Company, Inc., for Construction of the 2026 Lake Road Watermain Extension Project in an Amount Not-To-Exceed \$114,515.30 to be Expensed to the Water and Sewer Fund, Waiving the Village's Competitive Bidding Requirements for the Agreement Pursuant to Section 1-10-2(D) of the Village Code, and Authorizing the Agreement's Execution

**Adopted by the
Village President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This 9th Day of July, 2026**

Resolution No. 26-xx

A Resolution Approving an Independent Contractor Agreement with John Neri Construction Company, Inc., for Construction of the 2026 Lake Road Watermain Extension Project in the Not-To-Exceed Amount of \$114,515.30 to be Expensed to the Water and Sewer Fund, Waiving the Village's Competitive Bidding Requirements for the Agreement Pursuant to Section 1-10-2(D) of the Village Code, and Authorizing the Agreement's Execution

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Glen Ellyn, DuPage County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement with John Neri Construction Company, Inc. ("Agreement") for construction of the 2026 Lake Road Watermain Extension Project in an amount not-to-exceed \$114,515.30 to be expensed to the Water and Sewer Fund is approved, the Village's competitive bidding requirements are waived for the Agreement pursuant to Section 1-10-2(D) of the Village Code, and the Village Manager is authorized to execute the Agreement in substantially the form attached subject to the review and approval of the Village Attorney.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

Adopted by the Village President and Board of Trustees of the Village of Glen Ellyn, Illinois, this 9th day of July, 2026.

Voting	Ayes	Nays	Abstain	Absent
Desai Bhagwakar				
Christiansen				
Duncan				
Kalinich				
Simon				
Thompson				
Burket (in case of a tie)				

Approved by the Village President of the Village of Glen Ellyn, Illinois this ____ day of July, 2026.

James Burket, Village President

ATTEST

Caren Cosby, Village Clerk



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on the 9th day of July, 2026 by and between the Village of Glen Ellyn, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and John Neri Construction Company, Inc., an Illinois corporation (hereinafter referred to as the "Contractor"). The Village and the Contractor may also be referred to as a "Party" or collectively as the "Parties."

WHEREAS, on May 25, 2026, the Village solicited quotes for the Village's 2026 Lake Road Watermain Extension Project per the Project Specifications, incorporated herein as though fully set forth; and

WHEREAS, the Contractor submitted a Quote dated June 10, 2026, a copy of which is attached hereto and incorporated herein by reference (hereinafter referred to as the "Quote"), to perform the services set forth in the Village's Project Specifications (hereinafter referred to as the "Work"); and

WHEREAS, by submitting its Quote, the Contractor represents that it has the necessary personnel, experience, and competence to promptly complete the Work; and

WHEREAS, the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the Parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Work in accordance with the Village's project specifications and the Contractor's Quote in an amount not to exceed \$114,515.30 (hereinafter referred to as the "Contract Price"). The Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with the

Village's Project Specifications, the Contractor's Quote, and this Contract, all of which together shall constitute the "Contract Documents," and are incorporated herein. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner. The Contractor further represents and warrants that the Work will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Work will be free from defects.

The Contractor shall achieve completion of the Work in a timely manner pursuant to the Contract Documents (hereinafter referred to as the "Contract Time"). The Contract Time is of the essence. The Contractor shall have no claim for damages, for compensation more than the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

3. DESIGNATED REPRESENTATIVES

The Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

The Village's Public Works Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 13 of this Agreement.

4. TERM OF CONTRACT

The Contractor shall perform the Work pursuant to this Contract beginning on July 9, 2026, and ending at 11.59 p.m. on August 7, 2026 (hereinafter referred to as the

"Completion Date"). The term of this Contract may be extended for additional periods of time pursuant to the consent of the Parties.

5. PAYMENT SCHEDULE

As a condition precedent to the Contractor's right to receive any payment, the Contractor shall submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. Payments to the Contractor shall be made within sixty (60) days of the Village's approval of an invoice for services rendered. Invoices shall be sent to the Public Works Department located at 30 S. Lambert Road, Glen Ellyn, Illinois 60137.

Final payment for any work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work. The work will be paid for at the contract price. Before payment for completed work will be processed the Village will inspect the job sites to confirm there are no punch list items to be resolved before payment. Payment will be made to the Contractor within sixty (60) days of the Village's approval of an invoice for services rendered which invoice will include waivers of lien and authorization from the Village that all work has been satisfactorily completed.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for all costs, expenses, losses, damages, liabilities, suits,

judgments, awards, and attorneys' fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

6. TERMINATION

The Village may terminate this contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 13 below. The Village may also terminate this contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 13 below. In such event, the Village shall pay the Contractor all amounts due for the work performed up to the date of termination.

7. DEFAULT/THE VILLAGE'S REMEDIES

If it should appear at any time prior to payment for the work provided pursuant to this Contract that the Contractor has failed or refused to prosecute, and is in default, or has delayed in the prosecution of, the Work to be provided pursuant to this Contract with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has attempted to assign this Contract or the Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty, 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, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after the Contractor's receipt of written notice of such Event of Default, then the Village shall 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:

- (A) The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Contract.
- (B) The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction.
- (C) The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for Work properly performed prior to termination.

- (D) The Village may withhold any payment from the Contractor, whether previously approved, or may recover from the Contractor all costs, including attorney's fees and administrative expenses, incurred by the Village as the result of any Event of Default or because of actions taken by the Village in response to any Event of Default.
- (E) The Village may recover any damages suffered by the Village because of the Contractor's Event of Default.
- (F) In addition to the above, failure to complete the Project by the Completion Date shall result in the imposition of liquidated damages pursuant to the terms of the Project Specifications. This amount will be deducted from any unpaid invoices due the Contractor.

8. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit, or regulatory body now in effect during the performance of the Work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation laws, of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

The Contractor shall have a written sexual harassment policy that shall include, at a minimum, the following information as required by section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105: (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 Contractor's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided by the Illinois Human rights Act.

9. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the

Contractor's Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers, and agents would otherwise have. The Contractor shall similarly protect, indemnify, and hold and save harmless, the Village and its officers, officials, employees, volunteers, and agents against and from all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

10. INSURANCE

At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Work pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall; contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after forty-five (45) days advance written notice to the Village. The Contractor shall secure the following endorsements to each of the required policies: "It is understood and agreed that the insurance company will give not less than forty-five (45) days advance written notice of any cancellation or material change under any of these policies to the Village of Glen Ellyn. In the event that such notice is not given to the Village at least forty-five (45) days prior to cancellation or material change, the policy will continue in full force and effect for the benefit of the Village as if such change or cancellation had not occurred." This provision shall also be stated on each Certificate of Insurance: "Should any of the above-described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury, and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) Umbrella:

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village and its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special

limitations on the scope of protection afforded to the Village and its officers, employees, agents, and volunteers.

- (F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents, and volunteers.
- (G) The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village and its officers, employees, agents, and volunteers.

11. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Work to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive and is additional to any other guaranty or warranty expressed or implied.

12. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the Work covered by this Contract as required by law.

13. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

John Hubsby
Public Works Director
Village of Glen Ellyn
30 S. Lambert Road
Glen Ellyn, Illinois 60137
Email: jhubsby@glenellyn.org

To the Contractor:

Nicholas Neri
John Neri Construction Company, Inc.
770 Factory Rd.
Addison, IL 60101
Email: Nicholas.Neri@JohnNeriConstruction.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

14. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

15. EFFECTIVE DATE

The effective date of this Contract shall be July 9, 2026.

16. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein

provided.

17. INDEPENDENT CONTRACTOR

The Contractor shall have full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent Contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits, and costs of supplying personnel for the Work.

18. CONTRACT BOND

Before commencing the Work, the Contractor shall furnish a Performance and Completion Bond and a Labor and Materials Bond acceptable to the Village and pursuant to the Project Specifications in an amount equal to 100% of the cost quote for the Work for the term of the Contract. The Bonds shall be in an amount equal to 100% of the full amount of the Contract Price as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bonds shall become a part of the Contract Documents. The failure of the Contractor to supply the required Contract Bonds within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bonds do not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or solicit for quotes again. A charge against the Contractor may be made for the difference between the amount of the Contractor's Quote and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the quote guarantee.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of DuPage County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Contractor's Quote and the Village's project specifications and/or this Contract, this Contract and/or the Village's project specifications shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. COOPERATION OF THE PARTIES

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; PDF/EMAIL SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A pdf/email copy of this Contract and any signatures thereon will be considered for all purposes as an original.

26. PREVAILING WAGES

The Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor (hereinafter referred to as the "IDOL") and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (hereinafter referred to as the "Act"). The Contractor shall prominently post the current schedule of prevailing wages at the Work site(s) and shall notify immediately in writing all its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due

to changes in the prevailing rate of wage during the terms of this Contract shall be at the sole expense of the Contractor and not at the expense of the Village and shall not result in an increase to the Contract Price. The Contractor shall be solely responsible for maintaining accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages received by laborers, workmen and/or mechanics engaged in the Work.

The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in DuPage County. The IDOL publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All Contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

The Contractor shall indemnify, hold harmless, and defend the Village and its officers, officials, employees, agents and volunteers (hereinafter referred to as the “Indemnified Parties” in this Section) against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorneys’ fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Work, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this Section on the part of the Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney’s fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, the Contractor shall at its own expense, satisfy and discharge such judgment or award.

27. CERTIFIED PAYROLL

The Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this

Contract and shall submit certified payroll records to the Village's Director of Public Works or the Director's designee at any time during the term of this Contract. The Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works or the Director's designee.

28. STANDARD OF CARE

The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, citizenship status, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

29. RIGHT TO SUSPEND WORK

The Village reserves the right to suspend the Work, wholly or in part, for such a time as may be necessary, due to conditions as are considered unfavorable for the satisfactory completion of the Work; or for such time as is necessary by reason of failure to perform any of the provisions of the Contract, and no additional compensation shall be paid to the Contractor because of such suspension.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF GLEN ELLYN

JOHN NERI CONSTRUCTION COMPANY, INC.

By: Mark Franz
Its: Village Manager

By: Nicholas Neri
Its: President

Dated: _____, 2026

Dated: _____, 2026

ATTEST

ATTEST

By: Caren Cosby
Its: Village Clerk

By: _____
Its: _____

Dated: _____, 2026

Dated: _____, 2026



JOHN NERI CONSTRUCTION CO., INC.

Sewer & Water Contractors

770 Factory Road *Addison, IL 60101

Tel: 630 629-8384* Fax: 630 629-7001

www.johnnericonstruction.com

June 10, 2026

PAGE 1 OF 2

Mr. Jimmy D'Angelo
Village of Glen Ellyn
30 S. Lambert Rd.
Glen Ellyn, Illinois 60137

Re: Proposal for 6" water main installation.
Lake Rd.
Glen Ellyn, IL 60137

Dear Mr. D'Angelo:

We, the John Neri Construction Co., Inc. propose to furnish and install the following items for the above referenced project showing quantities and total due.

ITEM NUMBER	<u>6" WATER MAIN INSTALLATION</u>					
SP-1	Traffic control & protection	1	Ea.	\$ 23,575.00	\$	23,575.00
SP-2	Protection of existing trees	75	LF	\$ 1.00	\$	75.00
SP-3	Sodding	100	Sq. Yd.	\$ 1.00	\$	100.00
SP-4	Street sweeping	2	Day	\$ 10.00	\$	20.00
SP-5	Inlet filters	1	Ea.	\$ 190.00	\$	190.00
SP-5	Silt Fence	165	LF	\$ 1.00	\$	165.00
SP-6	Non-Special waste disposal	20	Cu. Yd.	\$ 1.00	\$	20.00
SP-7	Exploratory excavation	10	Cu. Yd.	\$ 1.00	\$	10.00
SP-8	Removal & disposal of unsuitable materials	15	Cu. Yd.	\$ 1.00	\$	15.00
SP-9	Preparation of base, special	183	Sq. Yd.	\$ 0.10	\$	18.30
SP-10	Temporary aggregate	1	Ton	\$ 1.00	\$	1.00
SP-11	Temporary surface	75	Sq. Yd.	\$ 1.00	\$	75.00
SP-12	HMA surface removal 2"	175	Sq. Yd.	\$ 18.00	\$	3,150.00
SP-13	Bituminous Materials (tack & prime coat)	61	Lb.	\$ 5.00	\$	305.00
SP-14	Combination curb & gutter	165	LF	\$ 5.00	\$	825.00
SP-15	Structures to be adjusted	1	Ea.	\$ 500.00	\$	500.00
SP-16	6" P.V.C. C-900 Water Main & Fittings	165	LF	\$ 185.00	\$	30,525.00
SP-17	Connection of existing watermain	1	Ea.	\$ 4,800.00	\$	4,800.00

SP-18	6" valve W/60" Dia. Vault W/Frame & Lid	1	Ea.	\$ 9,200.00	\$ 9,200.00
SP-19	Fire hydrant W/aux. valve & valve box	1	Ea.	\$ 11,800.00	\$ 11,800.00
SP-20	Fire hydrant extension	1	Ea.	\$ 2,400.00	\$ 2,400.00
SP-21	Class D patches, Type IV 5"	140	Sq. Yd.	\$ 68.00	\$ 9,520.00
SP-22	HMA surface course (D1)	19.6	Ton	\$ 185.00	\$ 3,626.00
SP-23	Water service connection (long side)	2	Ea.	\$ 6,800.00	\$ 13,600.00
TOTAL AMOUNT DUE					\$ 114,515.30

Sincerely,



Nicholas Neri, President

John Neri Construction Co., Inc.

Accepted By: _____

Date: _____



VILLAGE OF GLEN ELLYN
PUBLIC WORKS DEPARTMENT
2026 LAKE RD WATERMAIN PROJECT
DATE: 05/26/2026

				ALAMP (Lake Rd)		JNC (Lake Rd)		Miller Pipeline (Lake Rd)	
Item Number	Items	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SP-1	TRAFFIC CONTROL AND PROTECTION	L SUM	1.0	\$ 38,450.00	\$ 38,450.00	\$ 23,575.00	\$ 23,575.00	\$ 5,000.00	\$ 5,000.00
SP-2	PROTECTION OF EXISTING TREES	LF	75.0	\$ 6.00	\$ 450.00	\$ 1.00	\$ 75.00	\$ 50.00	\$ 3,750.00
SP-3	SODDING (SPECIAL)	SQ YD	100.0	\$ 13.75	\$ 1,375.00	\$ 1.00	\$ 100.00	\$ 50.00	\$ 5,000.00
SP-4	STREET SWEEPING	DAY	2.0	\$ 250.00	\$ 500.00	\$ 10.00	\$ 20.00	\$ 875.00	\$ 1,750.00
SP-5	INLET FILTERS	EACH	1.0	\$ 15.00	\$ 15.00	\$ 190.00	\$ 190.00	\$ 225.00	\$ 225.00
SP-5	SILT FENCE	LF	165.0	\$ 1.00	\$ 165.00	\$ 1.00	\$ 165.00	\$ 4.50	\$ 742.50
SP-6	NON-SPECIAL WASTE DISPOSAL	CU. YD.	20.0	\$ 90.00	\$ 1,800.00	\$ 1.00	\$ 20.00	\$ 65.00	\$ 1,300.00
SP-7	EXPLORATORY EXCAVATION	CU YD	10.0	\$ 25.00	\$ 250.00	\$ 1.00	\$ 10.00	\$ 475.00	\$ 4,750.00
SP-8	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	15.0	\$ 35.00	\$ 525.00	\$ 1.00	\$ 15.00	\$ 55.00	\$ 825.00
SP-9	PREPARATION OF BASE, SPECIAL	SQ YD	183.0	\$ 1.15	\$ 210.45	\$ 0.10	\$ 18.30	\$ 10.00	\$ 1,830.00
SP-10	TEMPORARY AGGREGATE	TON	1.0	\$ 17.00	\$ 17.00	\$ 1.00	\$ 1.00	\$ 20.00	\$ 20.00
SP-11	TEMPORARY SURFACE	SQ YD	75.0	\$ 15.00	\$ 1,125.00	\$ 1.00	\$ 75.00	\$ 15.00	\$ 1,125.00
SP-12	HMA SURFACE REMOVAL 2"	SQ YD	175.0	\$ 17.50	\$ 3,062.50	\$ 18.00	\$ 3,150.00	\$ 17.25	\$ 3,018.75
SP-13	BITUMINOUS MATERIALS (TACK AND PRIME COAT)	LB	61.0	\$ 4.00	\$ 244.00	\$ 5.00	\$ 305.00	\$ 0.01	\$ 0.61
SP-14	COMBINATION CONCRETE CURB AND GUTTER	LF	165.0	\$ 43.50	\$ 7,177.50	\$ 5.00	\$ 825.00	\$ 85.00	\$ 14,025.00
SP-15	STRUCTURES TO BE ADJUSTED	EACH	1.0	\$ 850.00	\$ 850.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00
SP-16	6" C900 PVC WATER MAIN AND FITTINGS	LF	165.0	\$ 275.00	\$ 45,375.00	\$ 185.00	\$ 30,525.00	\$ 150.00	\$ 24,750.00
SP-17	CONNECTION TO EXISTING WATERMAIN	EACH	1.0	\$ 6,125.00	\$ 6,125.00	\$ 4,800.00	\$ 4,800.00	\$ 6,500.00	\$ 6,500.00
SP-18	6" GATE VALVE & VALVE VAULT	EACH	1.0	\$ 10,500.00	\$ 10,500.00	\$ 9,200.00	\$ 9,200.00	\$ 5,000.00	\$ 5,000.00
SP-19	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	1.0	\$ 11,900.00	\$ 11,900.00	\$ 11,800.00	\$ 11,800.00	\$ 11,000.00	\$ 11,000.00
SP-20	FIRE HYDRANT EXTENSION	EACH	1.0	\$ 1,950.00	\$ 1,950.00	\$ 2,400.00	\$ 2,400.00	\$ 1,750.00	\$ 1,750.00
SP-21	CLASS D PATCHES, TYPE IV 5"	SQ YD	140.0	\$ 60.00	\$ 8,400.00	\$ 68.00	\$ 9,520.00	\$ 132.00	\$ 18,480.00
SP-22	HMA SURFACE COURSE (D1)	TON	19.6	\$ 200.00	\$ 3,920.00	\$ 185.00	\$ 3,626.00	\$ 420.00	\$ 8,232.00
SP-23	WATER SERVICE CONNECTION (LONG SIDE)	EACH	2.0	\$ 7,800.00	\$ 15,600.00	\$ 6,800.00	\$ 13,600.00	\$ 15,000.00	\$ 30,000.00
TOTAL CONTRACT AMOUNT				\$ 159,986.45		\$ 114,515.30		\$ 149,723.86	