

**AGENDA**  
**Municipal Services Committee**  
**September 28, 2015**  
**6:30 P.M. – Council Chambers**

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
  - a. **Plumbing Code:** Consideration of amending the Plumbing Code pursuant to Illinois statute
  - b. **PZC 2015-07: Republic Bank – Kiddie Academy, 1502-1510 75<sup>th</sup> Street:** petitioner requests final plat of subdivision approval for a 2-lot subdivision and a variation approval from the Zoning Ordinance to reduce the required distance a driveway is located from a street intersection from 50 feet to 33.5 feet
  - c. **Hinsdale South High School, 7401 Clarendon Hills Road:** consideration of an Intergovernmental Agreement (IGA) to permit signage/banners facing the street on the fence surrounding the football stadium
  - d. **Oldfield Oaks Dog Park, Lemont Road:** Consideration of a Water Service Agreement to permit DuPage County Forest Preserve District to tap onto the Village of Woodridge's watermain to serve property on the City of Darien's side of the Boundary Agreement
  - e. **Resolution** – To authorize the purchase of one new 2015 Caterpillar Backhoe/Loader Model No 430F2 and Patten Cat in an amount not to exceed \$119,940.00
  - f. **Resolution** – To authorize the acceptance of a proposal from JX Enterprises, Inc. for the purchase of one new 2016 Peterbilt Model 348 with dump body and snow plow/deicing equipment package in the amount of \$185,581.28
  - g. **Resolution** – To authorize the acceptance of a proposal from Season Comfort Corporation to purchase and install two (2) Reznor Gas Unit Heaters in the Police Department Sally Port Garage at a cost not to exceed \$5,730.00
  - h. **Resolution** – To authorize the approval to enter into an engineering agreement with Christopher B Burke Engineering Ltd. for pavement corings for the proposed 2016 Street Maintenance Program in an amount not to exceed \$8,500.00

- i. **Resolution** – To authorize the approval to enter into an engineering agreement with Christopher B Burke Engineering Ltd. for the 2016 Street Maintenance Program in an amount not to exceed \$30,966.00
  - j. **Resolution** - To authorize the awarding of a contract extension to Homer Tree Care, Inc in an amount not to exceed \$91,600.00 for the City's 2015/2016 Tree Trimming and Removal Program
  - k. **Resolution** – To authorize the acceptance of a proposal from MJ Concrete to remove and replace the exterior drains and concrete adjacent to the Police Department Sally Port 1710 Plainfield Road not to exceed a total cost of \$8,230.00
  - l. **Minutes – August 24, 2015 Municipal Services Committee**
- 4. **Director's Report**
  - 5. **Next scheduled meeting –October 26, 2015**
  - 6. **Adjournment**

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**MEETING DATE: September 28, 2015**

**Issue Statement**

**Plumbing Code:** Consideration of amending the Plumbing Code pursuant to Illinois statute.

**Discussion**

In 2012, the City adopted the 2004 Illinois State Plumbing Code with local amendments, Ordinance O-43-12. Earlier this year, the Illinois Department of Public Health (ILDPH) informed the City that adoption of ordinances regarding plumbing must first get approval by the ILDPH, pursuant to the Illinois Plumbing License Law, 225 ILCS 320, et. seq. The ILDPH reviewed the City's ordinance and indicated changes to be made.

In August, the City Council adopted Ordinance O-24-15 which amended the Plumbing Code to require new plumbing fixtures and irrigation controllers to bear the WaterSense label, retained with this amendment.

The following changes are required by the ILDPH:

**4-1-7: PLUMBING INSTALLATION, ALTERATION AND USE REGULATIONS AND STANDARDS:**

**4-1-7-1: ADOPTION OF PLUMBING CODE:**

There is hereby adopted and incorporated by reference as part of this section, the code entitled Illinois state plumbing code 2004 edition (77 Ill. Admin. Code 890), three (3) copies of which are on file in the office of the city.

**4-1-7-2: ADDITIONS TO PLUMBING CODE:**

Additions to the Illinois state plumbing code, as adopted in section 4-1-7-1 of this chapter, are as follows:

~~(A) The installation of water conserving plumbing fixtures in all new construction and in all repair and/or replacement of fixtures shall be required according to the following table:~~

| <del>Fixtures</del>                        | <del>-</del> | <del>Maximum Flow*</del>      |
|--------------------------------------------|--------------|-------------------------------|
| <del>-</del>                               | <del>-</del> | <del>-</del>                  |
| <del>Water closets, tank top</del>         | <del>-</del> | <del>2.5 gals per flush</del> |
| <del>Water closets, flushometer type</del> | <del>-</del> | <del>3.0 gals per flush</del> |
| <del>Urinals, tank type</del>              | <del>-</del> | <del>3.0 gals per flush</del> |
| <del>Urinals, flushometer type</del>       | <del>-</del> | <del>3.0 gals per flush</del> |
| <del>Shower heads</del>                    | <del>-</del> | <del>3.0 GPM</del>            |

|                        |   |         |
|------------------------|---|---------|
| Lavatory, sink faucets | - | 3.0 GPM |
| -                      | - | -       |

\*Note: Flow based on 40 to 50 psi pressure.

~~(B)~~ (A) Closed water systems shall be required on all water using air conditioning systems in new construction or remodeling.

~~(C)~~ (B) Metering or self-closing faucets shall be required on all lavatories for public use in new construction or remodeling.

~~(D)~~ (C) Water recycling systems shall be required on all new construction or remodeled car wash equipment installations.

4-1-7-3: AMENDMENTS TO PLUMBING CODE:

The Illinois state plumbing code, as adopted in section 4-1-7-1 of this chapter shall be amended as follows:

~~Table A— Items 3) and 4) add footnote 3 for type M copper. Type M copper is not permitted for water distribution systems.~~

~~All drain lines must be permitted smaller than four inch (4") diameter material.~~

All new plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the WaterSense label (as designated by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available. (O-24-15)

**Staff Findings/Recommendations**

Staff recommends the Committee recommend approval of the proposed amendment to the Plumbing Code.

**Decision Mode**

Municipal Services Committee: September 28, 2015

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**MEETING DATE: September 28, 2015**

**Issue Statement**

**PZC 2015-07: Republic Bank – Kiddie Academy, 1502-1510 75<sup>th</sup> Street:** Petitioner requests final plat of subdivision approval for a 2-lot subdivision and a variation approval from the Zoning Ordinance to reduce the required distance a driveway is located from a street intersection from 50 feet to 33.5 feet.

**General Information**

Petitioners: InterContinental Real Estate & Dev. Corp.  
Mario Halikias  
2221 Camden Court, Suite 200  
Oak Brook, IL 60523

Kiddie Academy of Darien  
1502 75<sup>th</sup> Street  
Darien, IL 60561

Property Owner: Republic Bank Trust #R-1001  
2221 Camden Court  
Oak Brook, IL 60523

Property Location: 1502-1510 75<sup>th</sup> Street

PIN: 09-28-212-046

Existing Zoning: B-1 Neighborhood Convenience Shopping District

Existing Land Use: West side of parcel: Bank  
East side of parcel: Vacant

Proposed Land Use: West side of parcel: Bank  
East side of parcel: Daycare center

Comprehensive Plan Update: West side of parcel: Commercial  
East side of parcel: Office

Surrounding Zoning and Land Use:  
North: R-2 Single-Family Residence: single-family homes  
East: R-2 Single-Family Residence: junior high school  
South: R-3 Multi-Family Residence: single-family attached homes (townhomes)  
West: R-2 Single-Family Residence: single-family homes

|                   |                                                                                                    |
|-------------------|----------------------------------------------------------------------------------------------------|
| Size of Property: | 1.3 acres                                                                                          |
| Floodplain:       | None.                                                                                              |
| Natural Features: | None.                                                                                              |
| Transportation:   | Frontage and access onto Exner Road and 75 <sup>th</sup> Street, proposed access onto Park Avenue. |
| History:          | None.                                                                                              |

### **Documents Submitted**

This report is based on the following information submitted to the Community Development Department by the Petitioner:

1. Site Plan, Building Elevations, Landscape Plan, 7 sheets, prepared by Cordogan Clark & Associates Architects, latest revision dated July 7, 2015.
2. Final Engineering, 9 sheets, prepared by Engineering Resource Associates, Inc., latest revision dated July 13, 2015.
3. Preliminary/Final Plat of Subdivision, 2 sheets, prepared by Roake and Associates, Inc., latest revision dated July 22, 2015.

### **Planning Overview/Discussion**

The subject property is located on the north side of 75<sup>th</sup> Street between Exner Road and Park Avenue. Currently, the site contains a bank with drive-thru facility.

A daycare center is a permitted use within the B-1 zoning district.

The plan includes subdividing the parcel into 2 lots to create a lot for a daycare center, Kiddie Academy. There are no minimum lot area or lot width requirements within the B-1 zoning district. The proposed lot areas:

|                 |           |
|-----------------|-----------|
| Lot 1, bank:    | 2.1 acres |
| Lot 2, daycare: | 1.3 acres |

The site plan for the proposed Kiddie Academy complies with building setbacks, parking setbacks, lot coverage, required landscaping (perimeter yard, building foundation, parking lot landscape islands), number of parking stalls and maximum building height. The proposed sign complies.

The site provides a privacy screening fence along the north side of the property, enclosing the play area. However, this fence is to be at least 6 feet tall to meet the Zoning Ordinance requirement for fencing between business and residential zoned properties. Staff notes the plan shows landscaping on the residential side of the fence.

Plan shows dumpster enclosure to be a 5-foot tall privacy fence. Staff recommends a masonry enclosure at least 6 feet tall.

The variation relates to the driveway off of Park Avenue. Within the business zoning districts, driveways are required to be located at least 50 feet from a street intersection, measured from the intersection of the street right-of-way and nearest end of the curb cut. The proposed setback is 33.5 feet. Staff supports this variation. Altering the driveway to comply with the code results in the driveway centerline being at an awkward angle off of Park Avenue, which staff finds does not meet the intent of the Zoning Ordinance nor is good site planning.

The plan provides a shared parking lot between the Republic Bank and proposed Kiddie Academy, with cross-access between properties.

Photometric plan shows exterior lighting levels comply with the Zoning Ordinance. However, all exterior lighting is not permitted to cause glare onto adjacent properties and will be verified during final inspections. Light shields may be required.

Stormwater detention will be held in an underground vault located on the eastside of the building.

The City Engineer provided review comments regarding the plat of subdivision and engineering plans in a letter from Dan Lynch, PE, Christopher B. Burke Engineering, dated June 19, 2015.

Fire District comment noted in a letter dated May 15, 2015.

Variation criteria:

1. Whether the general character of the property will be adversely altered.
2. Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties.
3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.
4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety.
5. Whether the proposed variation will adversely alter the essential character of the neighborhood.

**Staff Findings/Recommendations**

Staff does not object to the proposed variation for the driveway location. Altering the driveway to comply with the code results in an awkward driveway alignment, this does not meet the intent of the Zoning Ordinance or good planning principals.

Staff finds the proposed variation will not adversely alter the character of the property, nor will it cause adverse effects on neighboring properties, nor will it increase congestion in the public streets.

Therefore, staff recommends the Commission make the following motion recommending approval of the variation petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 2015-07 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition, subject to:**

- 1. Address City Engineer's comments noted in letter from Dan Lynch, PE, Christopher B. Burke Engineering, dated June 19, 2015.**
- 2. Dumpster enclosure to be screened by masonry enclosure at least 6 feet tall.**
- 3. Privacy fence on north side of play area to be at least 6 feet tall.**

### **Planning and Zoning Commission Review – September 2, 2015**

The Planning and Zoning Commission considered this matter at their meeting on September 2, 2015. The following members were present: Beverly Meyer – Chairperson, Andrew Kelly, Ronald Kiefer, John Laratta, John Lind, Louis Mallers, Raymond Mielkus, Pauline Oberland, Kenneth Ritzert, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, stated the property is being subdivided into two lots with Republic Bank on one lot and a proposed daycare on the other lot. He stated a daycare is a permitted use.

He noted aspects of the site plan which comply with the Zoning Ordinance, and noted the variation requested is for the driveway off of Park Avenue.

He stated the petitioner had originally located the driveway entrance to comply with the required 50-foot setback from the 75<sup>th</sup> Street right-of-way, but that the driveway was at an awkward angle. He stated staff requested the driveway to exit onto Park Avenue at a 90-degree angle which triggered the variation. He stated staff supports the variation.

Mario Cristavio stated vehicles park on Park Avenue by the school. He stated the driveway will cause traffic problems.

Michael Griffith provided a map showing permitted parking on Park Avenue.

Laura Novick, Cordogan Clark and Associates, Inc., the petitioner's architect, reviewed the site plan. She stated the driveway off of Park Avenue will align with the school's driveway on the east side of Park Avenue.



Commissioner Laratta questioned having the driveways across the street align, stating the driveways should be off-set.

Ms. Novick stated the ideal situation is to have driveways opposite each other similar to street intersections. She stated vehicles existing the school and daycare center will not face each other directly but will be off-set similar to a street intersection.

Chairperson Meyer asked the daycare hours.

Kimberly Moore, Kiddie Academy, stated 6:15am to 6:15pm, Monday through Friday.

It was noted there will be cross access between the bank and daycare, so vehicles from the daycare could also exit directly onto 75<sup>th</sup> Street.

Commissioners Mallers and Kiefer stated they did not have an issue, that the variation made sense.

**Without further discussion, Commissioner Mallers made the following motion recommending approval, seconded by Commissioner Kiefer:**

**Based upon the submitted petition and the information presented, the request associated with PZC 2015-07 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition, subject to:**

- 1. Address City Engineer's comments noted in letter from Dan Lynch, PE, Christopher B. Burke Engineering, dated June 19, 2015.**
- 2. Dumpster enclosure to be screened by masonry enclosure at least 6 feet tall.**
- 3. Privacy fence on north side of play area to be at least 6 feet tall.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 8-0, with Commissioner Laratta abstaining.**

### **Municipal Services Committee – September 28, 2015**

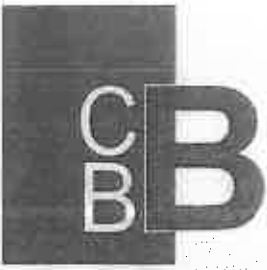
Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation to approve the variation, subject to conditions:

**Based upon the submitted petition and the information presented, the request associated with PZC 2015-07 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition, subject to:**

1. **Address City Engineer’s comments noted in letter from Dan Lynch, PE, Christopher B. Burke Engineering, dated June 19, 2015.**
2. **Dumpster enclosure to be screened by masonry enclosure at least 6 feet tall.**
3. **Privacy fence on north side of play area to be at least 6 feet tall.**

**Decision Mode**

|                                 |                    |
|---------------------------------|--------------------|
| Planning and Zoning Commission: | September 2, 2015  |
| Municipal Services Committee:   | September 28, 2015 |



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

June 19, 2015

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561-5044

Attention: Mike Griffith

Subject: Kiddie Academy  
1502 75<sup>th</sup> Street  
(CBBEL Project No. 95-323H185)

Dear Mike:

As requested, we have reviewed the final engineering plans, plat of subdivision, and supporting documents for the aforementioned property. The following comments must be addressed before we can recommend approval:

FINAL ENGINEERING PLANS

The following comments are for the plans prepared by Engineering Resource Associates, Inc. and dated May 12, 2015.

Cover Sheet

1. The address for Katie Moore is listed as Willow Springs on the cover sheet but Western Springs on all other sheets.
2. The plans must be signed and sealed.

Existing Conditions and Demolition Plan

1. The site benchmark is a square cut on a light pole base, but that light is to be removed.
2. Provide documentation that the site survey is in compliance with Section 15-33 of the DuPage County Ordinance.

Geometric Utility Plan

1. Correct the sheet title in the title block.
2. Show the building roof drains.
3. The domestic water source must split off of the fire service outside of the building with its own shutoff valve in a location that is accessible to City staff.

4. With both buildings connected to the relocated sanitary sewer, we presume that this will be a public sewer owned by DuPage County. Provide verification that they have approved the alignment, particularly under the playground and retaining walls. If they require an easement, it must be added to the plat. If it will be a private sewer, it should be noted as such with appropriate private sewer easement shown on the plat specifying ownership and maintenance rights and responsibilities.
5. The driveway to Park Avenue must be at a right angle to the street.
6. For storm structure 21, verify that it is possible to have the overflow and rim elevation specified considering the thickness of the flat top for the manhole and frame thickness.
7. Provide additional detail on the underground storage vault including manufacturer, and volume provided. Also verify that the vault can sit on the building footing as shown on the typical section on Sheet 7.
8. Add a dimension from the face of the playground retaining wall to the property line.
9. Specify the height and type of fence surrounding the playground.
10. The water service connection to the existing main is specified as 1.5 inch. This should be a 6 inch pressure connection in vault. Also provide a detail on the detail sheets.
11. The restrictor for the bank in storm structures 23/24 must be a section of 2" pipe, not a shear gate as shown.
12. Show the fire department connection on the building.
13. Verify that the geometrics, hydrant location, and fire department connection location is acceptable to the fire protection district.

#### Grading and Erosion Control Plan

1. The existing topography must extend onto the property to the north to determine if there is runoff coming from that direction which must be accounted for.
2. The proposed driveway to Park Avenue is at a slope of 6%. Verify that this slope and the grade change both at Park Avenue and into the parking lot are acceptable to the fire protection district.
3. Specify the high water elevation for the proposed detention.
4. Specify the high water elevation for the existing detention basin and graphically show the overland flow routes.
5. Provide design details for the proposed retaining wall.
6. For the erosion control plan, we suggest a separate sheet and include the following:
  - Location of construction entrance
  - Stockpile location
  - Dumpster location
  - Portable toilet location
  - Material storage location
  - Concrete truck wash-out location (include detail)
  - Clarify where workers will park
  - Add a note that any soil or debris tracked into the right of way shall be immediately removed.
  - Provide 6-foot chain link fence around the site perimeter
7. Verify if an IEPA NPDES permit is required.
8. For the Park Avenue frontage, add a note that any broken or vertically displaced sidewalk squares shall be replaced.

Sanitary Plan and Profile

No comments

Details (Sheets 7 and 8

1. For the sidewalk detail, specify the thicknesses to be 5" PCC and 4" Aggregate Base.
2. Add a detail for the dumpster pad pavement.
3. For the storm structure 21 detail, determine if a standard 1.5" restrictor pipe can be used as a 1.4" pipe may be difficult to find.
4. Provide additional detail for the stormwater storage vault and retaining wall as mentioned earlier.
5. Provide a detail for the concrete apron.

General Comments

1. No lighting plans or details have been provided.
2. DuPage County Public Works must review and approve the sanitary sewer. If the sewer will be public, on IEPA permit will be required.
3. A full storm water submittal is required.

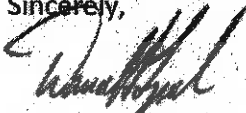
PLAT OF SUBDIVISION

The following comments are for the Plat of Subdivision as prepare by Roake and Associates and dated April 8, 2015.

1. Although easement provisions are provided for the detention easement, the detention easement has not been shown on the plat. All detention basins, including the existing basins on the bank property must be in easements.
2. Public Utility and Drainage Easement provisions must be added to the plat.
3. There must be either cross access easements on the plat or covenants providing for cross access.

If you have any further questions, please do not hesitate to contact me.

Sincerely,



Dan Lynch

c.c. Dan Gombac – City of Darien  
Jon Green – Engineering Resource Associates  
Doug McClintic – Roake and Associates

N:\DARIEN\95323H185\DLL61915.docx



# DARIEN-WOODRIDGE

## Fire Protection District

7550 Lyman Avenue, Darien, Illinois 60561, (630) 910-2200 - Fax (630) 910-2203

May 15, 2015

City of Darien  
Community Development  
1702 Plainfield Road  
Darien, IL 60561

City of Darien  
Received  
JUN 15 2015  
Community Development

RE: Kiddie Academy: 1502 75<sup>th</sup> Street

Michael Griffith, Senior Planner

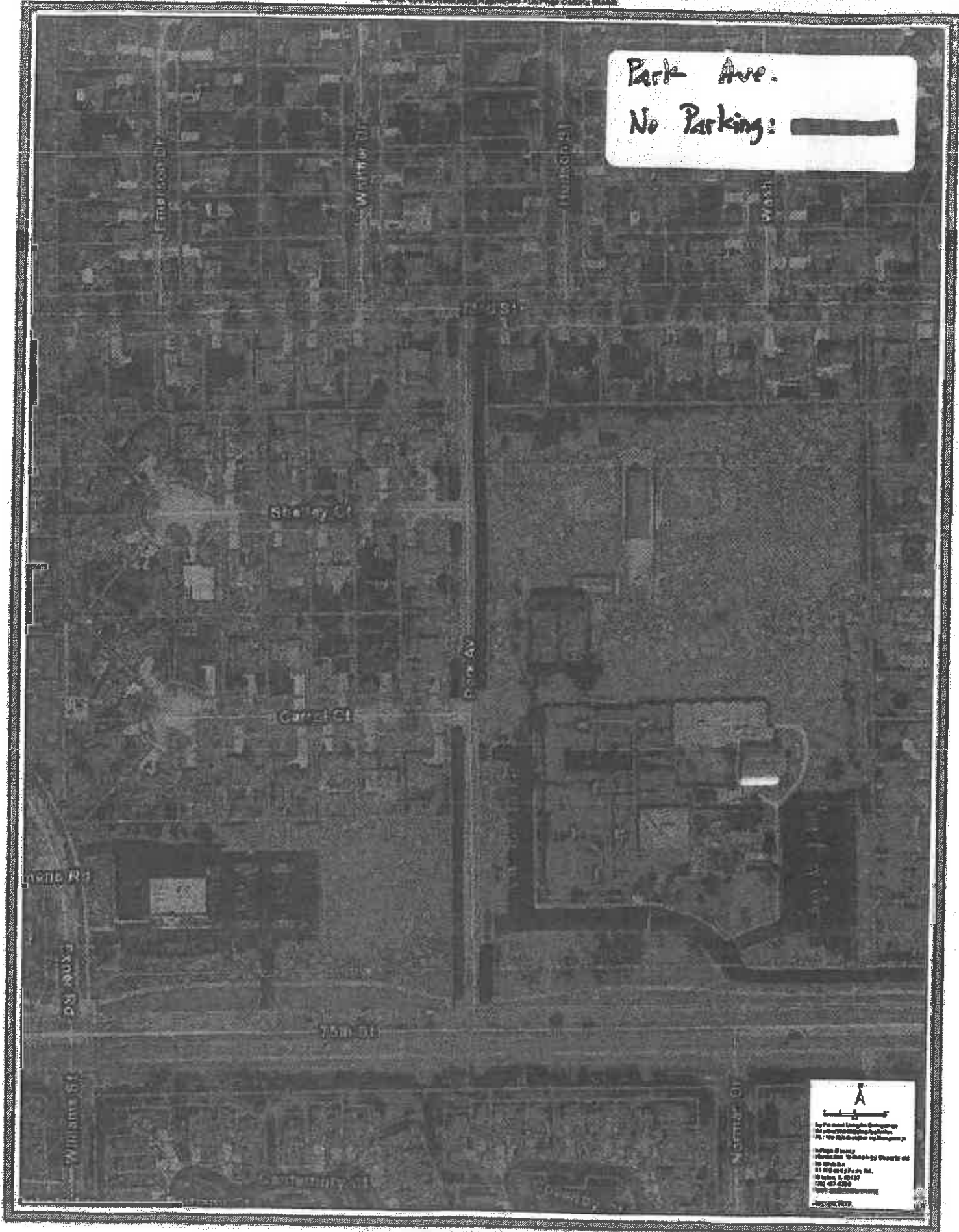
The following comments pertain to the above review:


- Confirm that an additional fire hydrant is within 300' of the building.

Sincerely,

James Karasek, Director  
Fire Prevention Bureau

Park Ave.  
No Parking: 



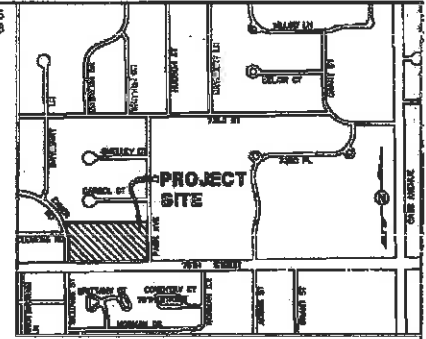
  
City of DuPage  
Information Systems Department  
100 North DuPage Avenue  
DuPage, IL 60115  
Phone: 630-235-2000  
Fax: 630-235-2001  
www.dupage.org

# PRELIMINARY/FINAL PLAT OF SUBDIVISION FOR REPUBLIC CORPORATE PARK DARIEN, ILLINOIS

OF PART OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS

FIN: 09-28-212-045  
09-29-212-046

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:  
NAME: DARIEN CITY CLERK  
ADDRESS: 1702 PLAINFIELD ROAD  
DARIEN, ILLINOIS 60559

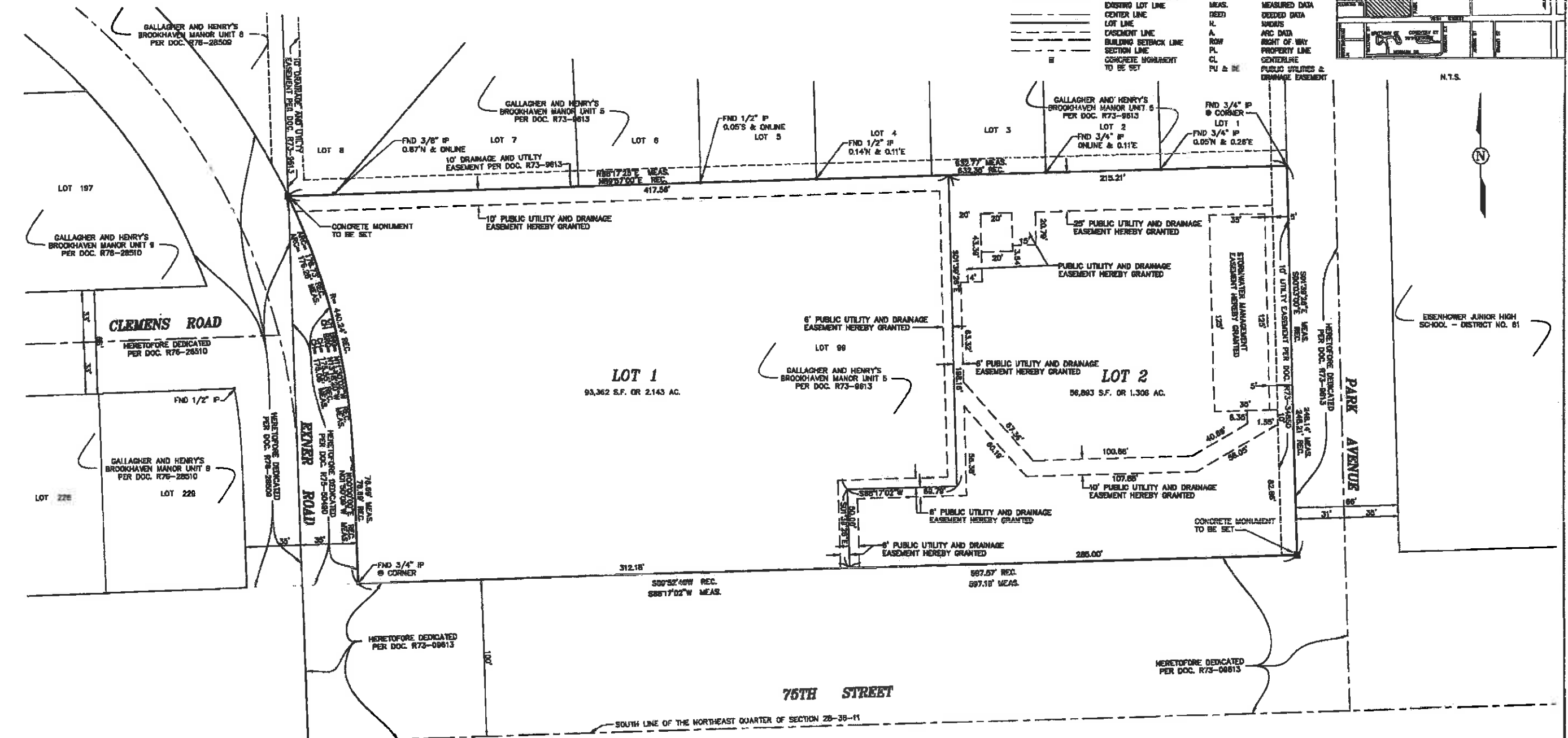


**LEGEND**

|     |                             |
|-----|-----------------------------|
| --- | SUBDIVISION BOUNDARY        |
| --- | EXISTING LOT LINE           |
| --- | CENTER LINE                 |
| --- | LOT LINE                    |
| --- | CASCMONT LINE               |
| --- | BUILDING SETBACK LINE       |
| --- | SECTION LINE                |
| --- | CONCRETE MONUMENT TO BE SET |

**ABBREVIATIONS:**

|        |                                      |
|--------|--------------------------------------|
| REC.   | RECORD DATA                          |
| MEAS.  | MEASURED DATA                        |
| DEED   | DEEDED DATA                          |
| H.     | ARC DATA                             |
| A.     | ARC DATA                             |
| ROW    | RIGHT OF WAY                         |
| PL     | PROPERTY LINE                        |
| CL     | CENTERLINE                           |
| PU & D | PUBLIC UTILITIES & DRAINAGE EASEMENT |



- NOTES:**
1. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
  2. DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
  3. ALL EASEMENTS DEPICTED ON THIS PLAT HEREBY GRANTED.
  4. ALL EASEMENTS DEPICTED ON THE PLAT MAP ARE FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES UNLESS OTHERWISE NOTED.
  5. FLOODPLAIN ZONE - ZONE X FEMA PANEL NUMBER 17043C0908H DATED DECEMBER 16, 2004.
  6. SET 3/4" X 24" IRON PIPE AT ALL EXTERIOR BOUNDARY CORNERS, UNLESS NOTED OTHERWISE.
  7. ALL INTERIOR PROPERTY CORNERS TO BE SET WITH 3/4" X 24" IRON PIPES WITHIN 12 MONTHS AFTER RECORDING DATE OF THE SUBDIVISION PLAT OR PRIOR TO THE CONVEYANCE OF ANY LOT.

**AREA SUMMARY**

|                   |                            |
|-------------------|----------------------------|
| GROSS BOUNDARY    | 150,255 S.F. = 3.449 ACRES |
| R.O.W. DEDICATION | NOT APPLICABLE             |
| NET BOUNDARY      | 150,255 S.F. = 3.449 ACRES |
| LOT AREA          |                            |
| LOT 1             | 93,362 S.F. = 2.143 ACRES  |
| LOT 2             | 56,893 S.F. = 1.306 ACRES  |

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**ROAKE AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS  
1054 QUINCY AVENUE, SUITE 100A • NAPERVILLE, ILLINOIS 60540  
TEL. (630) 565-2282 • FAX (630) 565-2287

PREPARED FOR:  
**INTERCONTINENTAL REAL ESTATE AND DEVELOPMENT CORPORATION**  
2221 CAMDEN COURT, SUITE 200  
OAK BROOK, ILLINOIS 60523  
PH (630) 580-8000  
FX (630) 580-8009

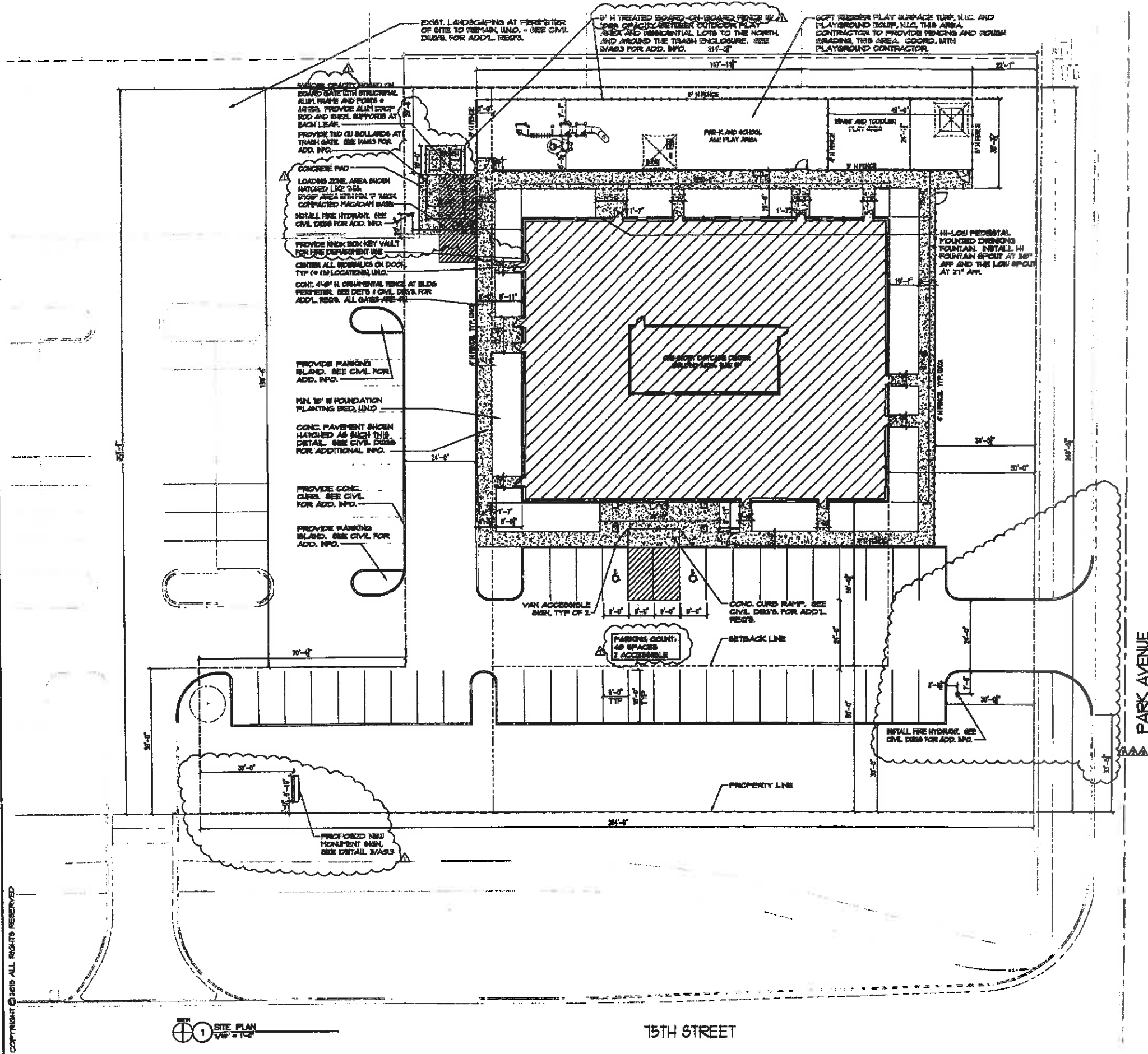
| REVISIONS |         | REVISIONS |      |
|-----------|---------|-----------|------|
| NO.       | DATE    | NO.       | DATE |
| 1         | 7-22-15 |           |      |
|           |         |           |      |
|           |         |           |      |
|           |         |           |      |
|           |         |           |      |

**REPUBLIC CORPORATE PARK**  
PLAT OF SUBDIVISION

|                       |                |                  |                  |
|-----------------------|----------------|------------------|------------------|
| DRW./CHK. BY: SRH/DRM | FILE: 49318PS  | FLD. BK./PG.: -  | SHEET NO. 1 OF 2 |
| SCALE: 1"=30'         | DATE: 04/06/15 | JOB NO.: 483.016 |                  |

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| LOT COVERAGE        |           |
|---------------------|-----------|
| LOT AREA            | 88,771 SF |
| BUILDING AREA       | 12,183 SF |
| BUILDING COVERAGE   | 21.8%     |
| IMPERVIOUS AREA     | 33,891 SF |
| IMPERVIOUS COVERAGE | 38.2%     |

| PLAY AREA SIZES     |            |              |             |
|---------------------|------------|--------------|-------------|
| PLAY AREA           | REQ. SIZES | ACTUAL SIZES | ALLEGATIONS |
| INFANT TODDLER      | 1,200      | 1,205        | 1,200       |
| PRE-SCHOOL / SCHOOL | 2,478      | 2,600        | 2,500       |
| TOTAL               | 3,678      | 4,105        | 4,105       |

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1 SITE PLAN  
1/8" = 1'-0"

15TH STREET

CORDOGAN, CLARK & ASSOCIATES  
 ARCHITECTS  
 Chicago, Illinois  
 1511 N. LAUREL STREET  
 CHICAGO, ILLINOIS 60610  
 TEL: 312.467.1000  
 FAX: 312.467.1001  
 WWW.CORDOGANCLARK.COM

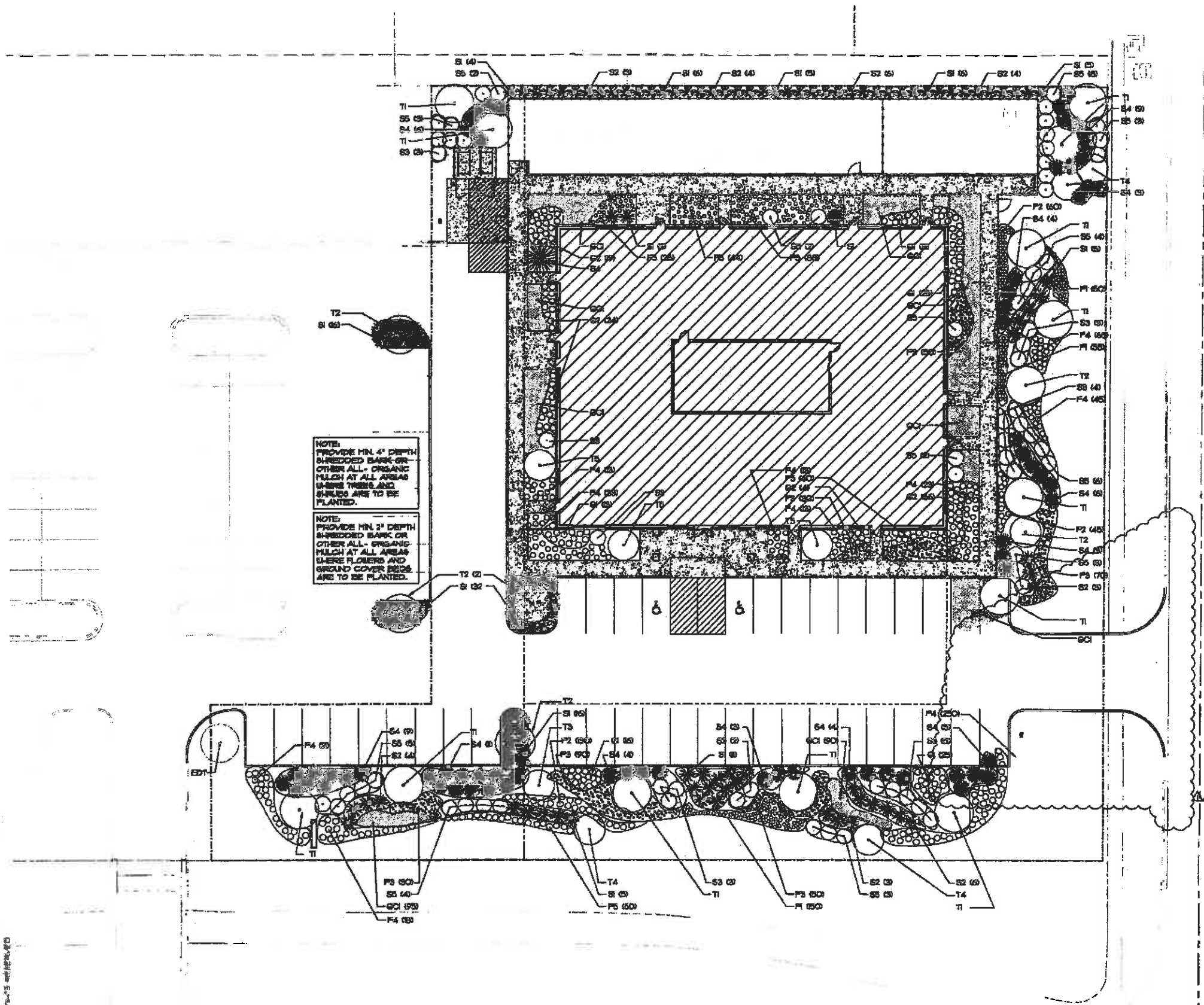
**KIDDE ACADEMY**  
 3902 75TH STREET DARIEN, IL

**SITE PLAN**

JOB NUMBER  
**14419**  
 DATE  
**05.07.15**  
 PERMIT SET

REVISIONS  
 05.22.15  
 06.18.15  
 07.07.15

A0.1



NOTE:  
PROVIDE MIN. 4" DEPTH  
SHREDED BARK OR  
OTHER ALL-ORGANIC  
MULCH AT ALL AREAS  
UNDER TREES AND  
SHRUBS ARE TO BE  
PLANTED.

NOTE:  
PROVIDE MIN. 2" DEPTH  
SHREDED BARK OR  
OTHER ALL-ORGANIC  
MULCH AT ALL AREAS  
WHERE FLOWERS AND  
GROUND COVER BEING  
ARE TO BE PLANTED.

| LANDSCAPE LEGEND                                      |                                      |                                            |            |
|-------------------------------------------------------|--------------------------------------|--------------------------------------------|------------|
| KEY                                                   | BOTANICAL NAME                       | COMMON NAME                                | SIZE       |
| <b>SHADE TREES</b>                                    |                                      |                                            |            |
| T07                                                   | QUERCUS BICOLORIS TREE TO REMAIN     |                                            |            |
| T1                                                    | ASAR X FRAXINUM                      | AUSTRIAN BLACK MAPLE                       | 3" CALIBER |
| T2                                                    | MALUS DOMESTICA X MALUS FLORIBUNDA   | APPLE MALUS DOMESTICA                      | 3" CALIBER |
| <b>CONIFEROUS TREES</b>                               |                                      |                                            |            |
| T3                                                    | PINUS KORA                           | AMERICAN BLACK PINE                        | 3" CALIBER |
| <b>ORNAMENTAL TREES</b>                               |                                      |                                            |            |
| T4                                                    | CORDON CHARNOGON                     | EASTERN REDBUD                             | 2" CALIBER |
| T5                                                    | MAHIA                                | DOUGLASS - HUNTER BY NEST OR NEW PINE BARK | 2" CALIBER |
| <b>SHRUBS</b>                                         |                                      |                                            |            |
| S1                                                    | CORNUS BERGSA                        | RED RED DOGWOOD                            | 20" HIGHT  |
| S2                                                    | CORNUS BERGSA PLAINWAGA              | YELLOW TREE DOGWOOD                        | 24" HIGHT  |
| S3                                                    | COTONEASTER ACUTEFOLIA               | POWDER COTONEASTER                         | 24" HIGHT  |
| S4                                                    | TAXUS HOOP                           | HORN'S VIEW                                | 24" HIGHT  |
| S5                                                    | PEROVSKIA ATRIPLICIFOLIA             | RUSSIAN BAZE                               | 24" HIGHT  |
| <b>FLOWERS - BID AS ADDITIVE ALTERNATE</b>            |                                      |                                            |            |
| F1                                                    | HEMEROCALLIS "HAPPY RETURN"          | HAPPY RETURN DAY LILY                      | 1 GALLON   |
| F2                                                    | HEMEROCALLIS "SOLISTAR"              | BLACK EYED SUSAN                           | 1 GALLON   |
| F3                                                    | HEMEROCALLIS "AUTUMN FIRE"           | STONEWALL AUTUMN                           | 1 GALLON   |
| F4                                                    | FLOWERING BALSAM WITH ALBUCA REPTANS | FLOWERING BALSAM WITH ALBUCA REPTANS       | 1 GALLON   |
|                                                       | HEMEROCALLIS JONQUILLA               | JONQUILL                                   |            |
|                                                       | HEMEROCALLIS JONQUILLA               | PARISE NYGHTMARE                           |            |
|                                                       | HEMEROCALLIS JONQUILLA               | TULIP                                      |            |
| F5                                                    | ALBUCA REPTANS "BURGUNDY BLOW"       | BURGUNDY BURGUNDY BLOW                     | 3" POT     |
| <b>ORNAMENTAL GRASSES - BID AS ADDITIVE ALTERNATE</b> |                                      |                                            |            |
| G1                                                    | COLEMANIASTRA X ACIROPOLIA           | FEATHER PEEB GRASS                         | 1 GALLON   |
| G2                                                    | MISCANTHUS FLORIDUS                  | MADON GRASS                                | 1 GALLON   |
| <b>GROUND COVER - BID AS ADDITIVE ALTERNATE</b>       |                                      |                                            |            |
| GC1                                                   | HEMEROCALLIS F. VIGORATUS            | PURPLE LEAF BIRNENBERGER                   | 1 GALLON   |

NOTE:  
PROVIDE 500 AT ALL LOCATIONS WHERE CONSTRUCTION ACTIVITIES DAMAGE EXISTING GRASS.

CORDOGAN, CLARK & ASSOCIATES  
ARCHITECTS  
Chicago, Illinois



KIDDE ACADEMY  
1802 75TH STREET DAMEN, IL

LANDSCAPE PLAN

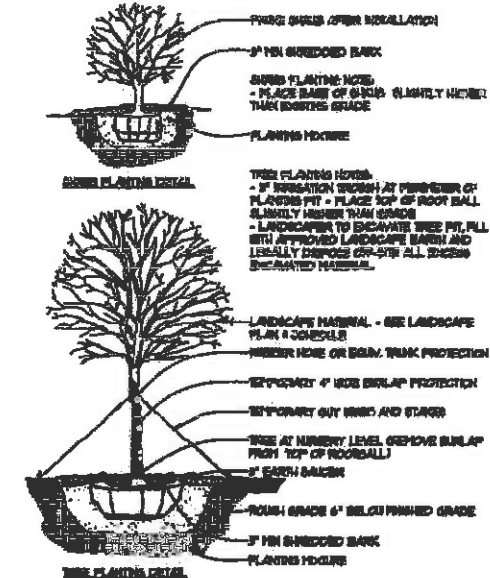
JOB NUMBER  
14419  
DATE  
05.07.15  
PERMIT SET

REVISIONS  
A 05.22.15  
B 06.25.15  
C 07.07.15

SHEET  
A0.2

| PERIMETER YARD LANDSCAPE REQUIREMENTS |                                   |                      |            |     |              |            |      |  |  |
|---------------------------------------|-----------------------------------|----------------------|------------|-----|--------------|------------|------|--|--|
| KEY                                   | BOTANICAL NAME                    | COMMON NAME          | SIZE       | QTY | SPECIES PTS. | TOTAL PTS. | YARD |  |  |
| <b>SHADE TREES</b>                    |                                   |                      |            |     |              |            |      |  |  |
| BT                                    | EXISTING DECIDUOUS TREE TO REMAIN |                      |            | 0   | 100          | 0          |      |  |  |
| T1                                    | ACER X FRAXINUS                   | AUTUMN BLACK MAPLE   | 3" CALIPER | 3   | 100          | 300        |      |  |  |
| T2                                    | FRAXINUS X QUERCUS                | WHITE BIRCH          | 3" CALIPER | 3   | 100          | 300        |      |  |  |
| <b>CONIFEROUS TREES</b>               |                                   |                      |            |     |              |            |      |  |  |
| T3                                    | PRUNUS SP.                        | AUTUMN BLACK PINE    | 1" CALIPER | 0   | 50           | 0          |      |  |  |
| <b>ORNAMENTAL TREES</b>               |                                   |                      |            |     |              |            |      |  |  |
| T4                                    | QUERCUS SP.                       | EASTERN REDBUD       | 2" CALIPER | 2   | 50           | 100        |      |  |  |
| <b>SHRUBS</b>                         |                                   |                      |            |     |              |            |      |  |  |
| S1                                    | QUERCUS SP.                       | RED TIGER DOGWOOD    | 3/4" DIA.  | 30  | 10           | 300        |      |  |  |
| S2                                    | QUERCUS SP.                       | YELLOW TIGER DOGWOOD | 3/4" DIA.  | 30  | 10           | 300        |      |  |  |
| S3                                    | QUERCUS SP.                       | PRINCE OF WELLES     | 3/4" DIA.  | 30  | 10           | 300        |      |  |  |
| S4                                    | QUERCUS SP.                       | MOON'S VEIL          | 3/4" DIA.  | 30  | 10           | 300        |      |  |  |
| S5                                    | QUERCUS SP.                       | RUSSIAN BIRCH        | 3/4" DIA.  | 30  | 10           | 300        |      |  |  |
| <b>SHADE TREES</b>                    |                                   |                      |            |     |              |            |      |  |  |
| BT                                    | EXISTING DECIDUOUS TREE TO REMAIN |                      |            | 0   | 100          | 0          |      |  |  |
| T1                                    | ACER X FRAXINUS                   | AUTUMN BLACK MAPLE   | 3" CALIPER | 3   | 100          | 300        |      |  |  |
| T2                                    | FRAXINUS X QUERCUS                | WHITE BIRCH          | 3" CALIPER | 3   | 100          | 300        |      |  |  |
| <b>CONIFEROUS TREES</b>               |                                   |                      |            |     |              |            |      |  |  |
| T3                                    | PRUNUS SP.                        | AUTUMN BLACK PINE    | 1" CALIPER | 0   | 50           | 0          |      |  |  |
| <b>ORNAMENTAL TREES</b>               |                                   |                      |            |     |              |            |      |  |  |
| T4                                    | QUERCUS SP.                       | EASTERN REDBUD       | 2" CALIPER | 2   | 50           | 100        |      |  |  |
| <b>SHRUBS</b>                         |                                   |                      |            |     |              |            |      |  |  |
| S1                                    | QUERCUS SP.                       | RED TIGER DOGWOOD    | 3/4" DIA.  | 7   | 10           | 70         |      |  |  |
| S2                                    | QUERCUS SP.                       | YELLOW TIGER DOGWOOD | 3/4" DIA.  | 7   | 10           | 70         |      |  |  |
| S3                                    | QUERCUS SP.                       | PRINCE OF WELLES     | 3/4" DIA.  | 7   | 10           | 70         |      |  |  |
| S4                                    | QUERCUS SP.                       | MOON'S VEIL          | 3/4" DIA.  | 7   | 10           | 70         |      |  |  |
| S5                                    | QUERCUS SP.                       | RUSSIAN BIRCH        | 3/4" DIA.  | 7   | 10           | 70         |      |  |  |
| <b>SHADE TREES</b>                    |                                   |                      |            |     |              |            |      |  |  |
| BT                                    | EXISTING DECIDUOUS TREE TO REMAIN |                      |            | 0   | 100          | 0          |      |  |  |
| T1                                    | ACER X FRAXINUS                   | AUTUMN BLACK MAPLE   | 3" CALIPER | 4   | 100          | 400        |      |  |  |
| <b>CONIFEROUS TREES</b>               |                                   |                      |            |     |              |            |      |  |  |
| T3                                    | PRUNUS SP.                        | AUTUMN BLACK PINE    | 1" CALIPER | 0   | 50           | 0          |      |  |  |
| <b>ORNAMENTAL TREES</b>               |                                   |                      |            |     |              |            |      |  |  |
| T4                                    | QUERCUS SP.                       | EASTERN REDBUD       | 2" CALIPER | 2   | 50           | 100        |      |  |  |
| <b>SHRUBS</b>                         |                                   |                      |            |     |              |            |      |  |  |
| S1                                    | QUERCUS SP.                       | RED TIGER DOGWOOD    | 3/4" DIA.  | 25  | 10           | 250        |      |  |  |
| S2                                    | QUERCUS SP.                       | YELLOW TIGER DOGWOOD | 3/4" DIA.  | 25  | 10           | 250        |      |  |  |
| S3                                    | QUERCUS SP.                       | PRINCE OF WELLES     | 3/4" DIA.  | 25  | 10           | 250        |      |  |  |
| S4                                    | QUERCUS SP.                       | MOON'S VEIL          | 3/4" DIA.  | 25  | 10           | 250        |      |  |  |
| S5                                    | QUERCUS SP.                       | RUSSIAN BIRCH        | 3/4" DIA.  | 25  | 10           | 250        |      |  |  |

**TREE / SHRUB PLANTING**

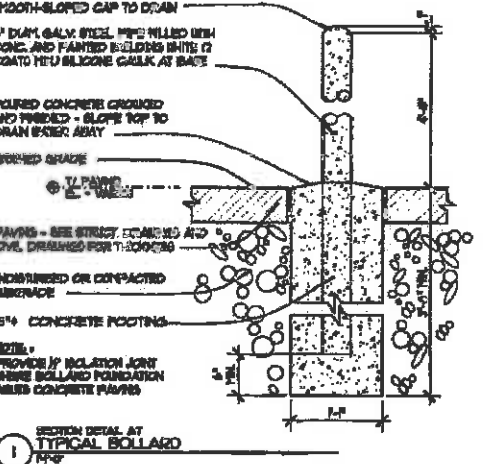


**FRONT (LINEAR FOOTAGE)**  
(FACTOR) = PTS. REQ.  
285' X 4.5 = 1282.5  
1282.5 PTS. REQUIRED  
1630 PTS. PROVIDED

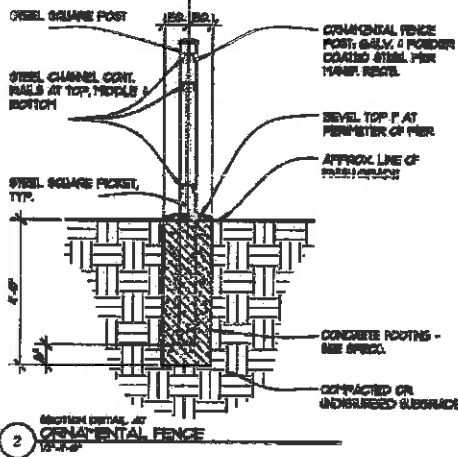
**CORNER SIDE (LINEAR FOOTAGE)**  
(FACTOR) = PTS. REQ.  
164' X 4.5 = 738  
738 PTS. REQUIRED  
890 PTS. PROVIDED

**INTERIOR SIDE (LINEAR FOOTAGE)**  
(FACTOR) = PTS. REQ.  
164' X 4.5 = 738  
70 PTS. PROVIDED

**REAR (LINEAR FOOTAGE)**  
(FACTOR) = PTS. REQ.  
214.5' X 9 = 1930.5  
1267 PTS. REQUIRED  
1300 PTS. PROVIDED



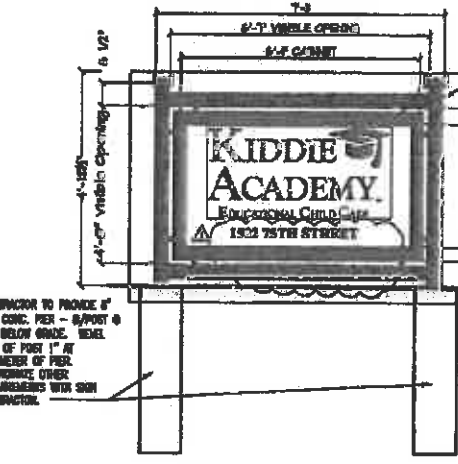
1 SECTION DETAIL AT TYPICAL BOLLARD



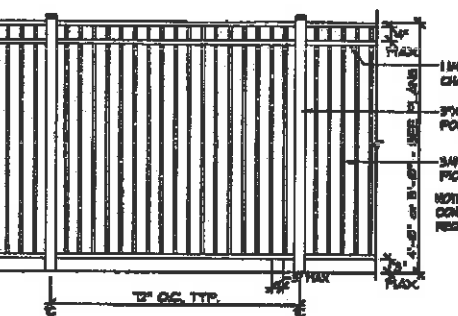
2 SECTION DETAIL AT ORNAMENTAL FENCING

**POST / FOOTING DIMENSIONS LEGEND**

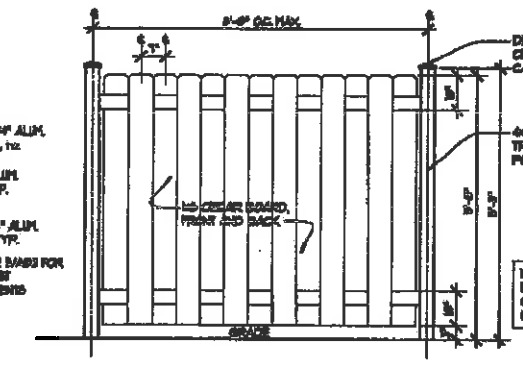
| POST HEIGHT | FOOTING DEPTH | POST TYPE                       | POST SIZE | FOOTING DIMENSIONS |
|-------------|---------------|---------------------------------|-----------|--------------------|
| 4'-0"       | 3'-0", MIN.   | TYPICAL INTERMEDIATES           | 4" DIA.   | 12"                |
| 6'-0"       | 4'-0", MIN.   | ENTRANCES / GATES               | 4" DIA.   | 18"                |
| 8'-0"       | 4'-0", MIN.   | ENTRANCES (OVER 12" W. OPENING) | 4" DIA.   | 24"                |
| 10'-0"      | 4'-0", MIN.   | ENTRANCES (OVER 12" W. OPENING) | 4" DIA.   | 36"                |



3 MONUMENT SIGN DETAIL



4 DETAIL AT TYPICAL ORNAMENTAL FENCING



5 TYPICAL ELEVATION AT BOARD ON BOARD SCREEN FENCE

**CORBOGAN, CLARK & ASSOCIATES ARCHITECTS**  
Chicago - Aurora

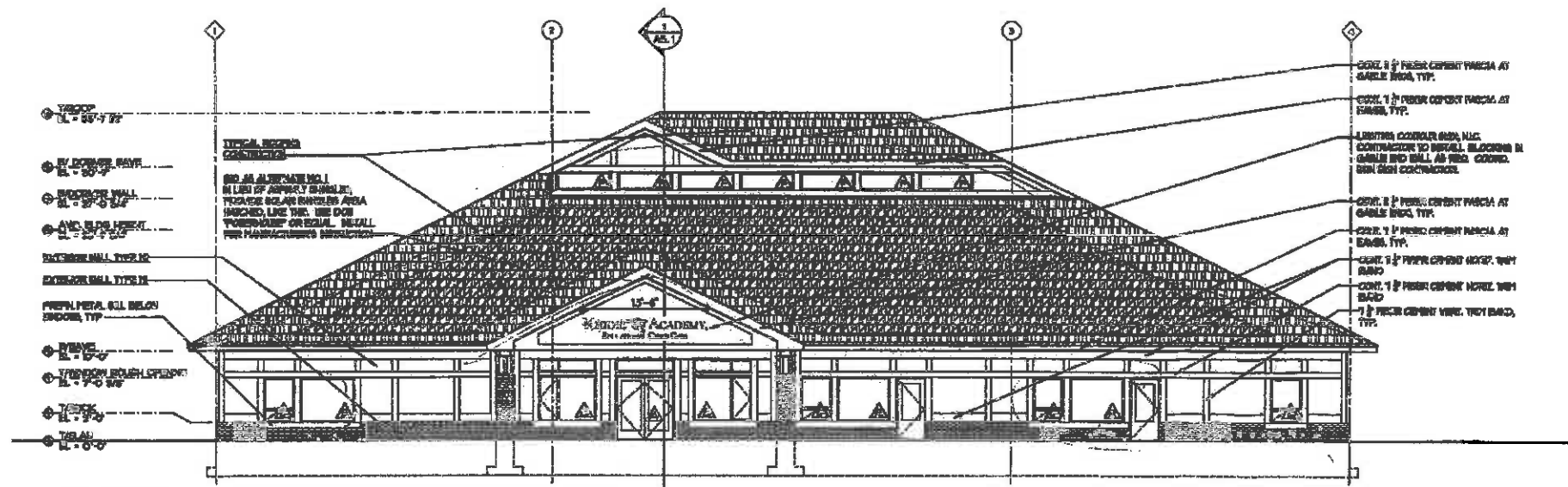
**KIDDIE ACADEMY**  
1502 75TH STREET DAVEN, IL

**SITE AND LANDSCAPE PLAN DETAILS**

JOB NUMBER: 14419  
DATE: 05.07.15  
PERMIT SET

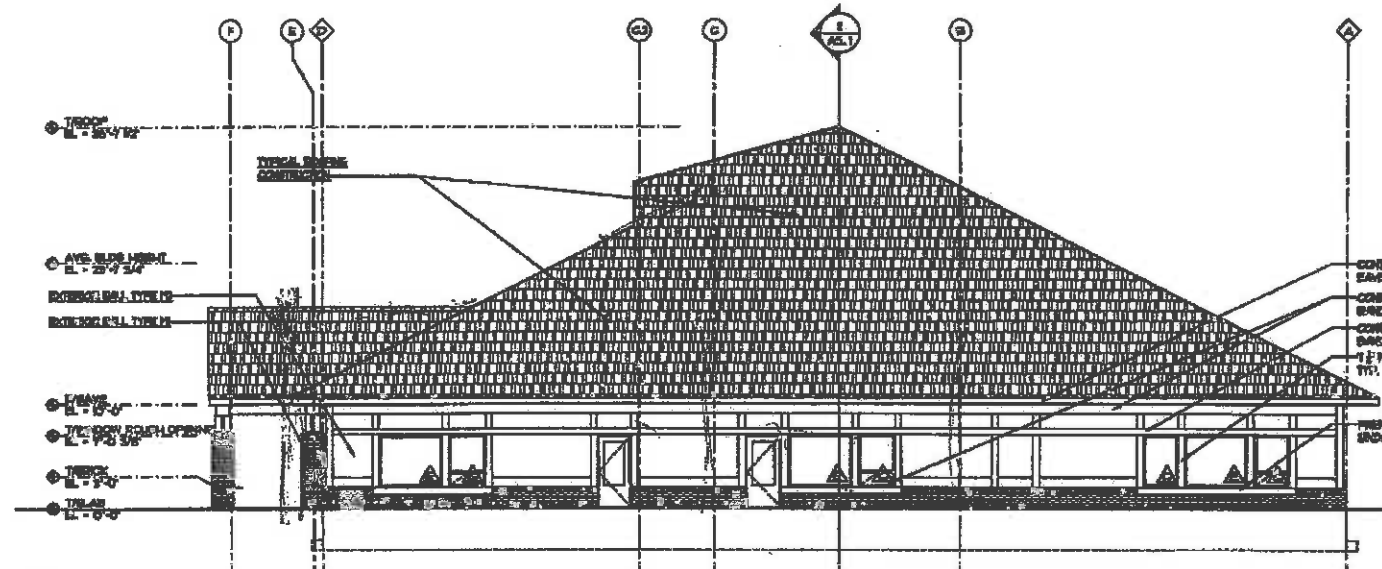
REVISION: 05.12.15

FOR PERMIT: A0.3

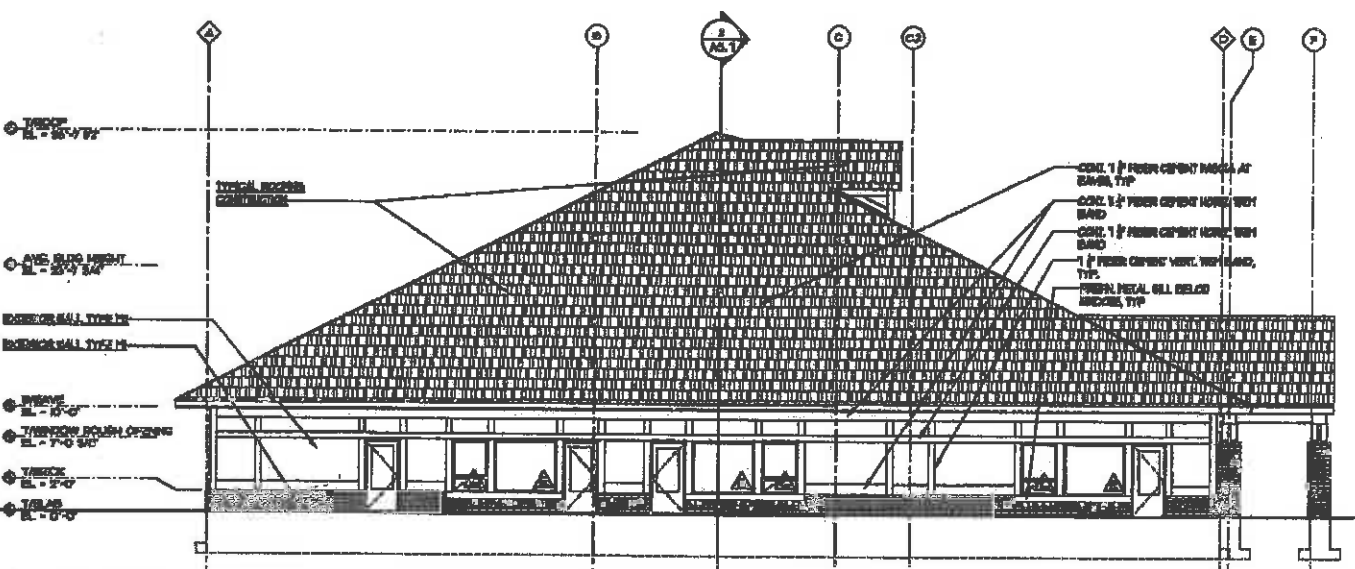


1 SOUTH ELEVATION  
1/8" = 1'-0"

- COUL. 1" FIBER CEMENT PARCA AT GABLE ENDS, TYP.
- COUL. 1" FIBER CEMENT PARCA AT EAVES, TYP.
- LIGHTING CONTROL BARS, N/C. CONTRASTIVE TO FINISH. BLOCKING IN GABLE END SHALL BE PER CODED. SEE SPEC. FOR FABRICATION.
- COUL. 1" FIBER CEMENT PARCA AT GABLE ENDS, TYP.
- COUL. 1" FIBER CEMENT PARCA AT EAVES, TYP.
- COUL. 1" FIBER CEMENT VERT. W/1 BAND
- COUL. 1" FIBER CEMENT VERT. W/1 BAND
- 1" FIBER CEMENT VERT. W/1 BAND, TYP.

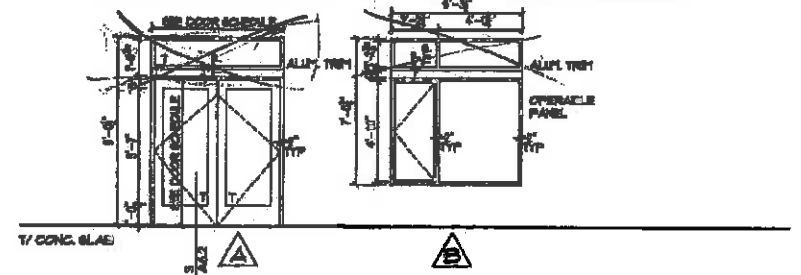


2 EAST ELEVATION  
1/8" = 1'-0"

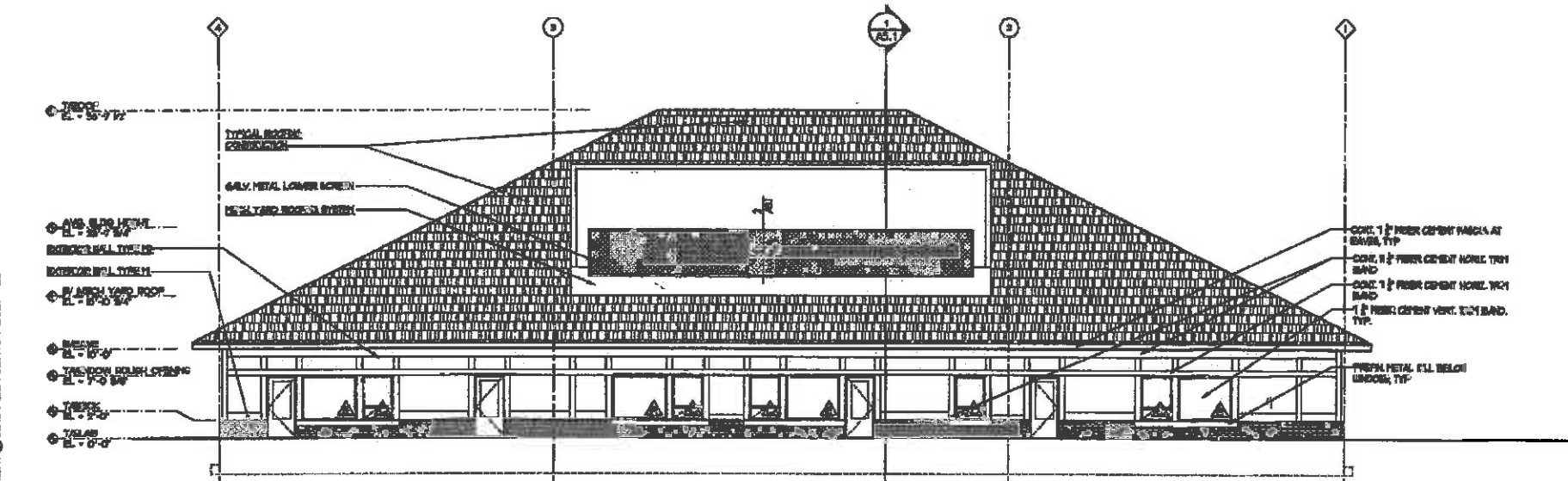
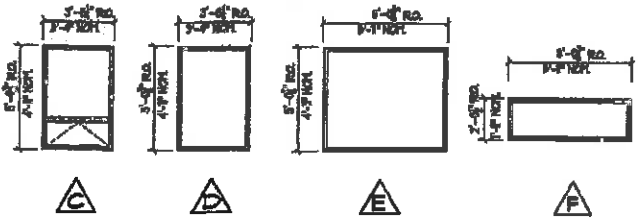


3 WEST ELEVATION  
1/8" = 1'-0"

**ALUMINUM STOREFRONT WINDOW TYPES**  
 1. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD PRIOR TO FABRICATION.  
 2. ALL GLASS TO BE 1/2" THICK INSULATED GLASS. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.  
 3. 1" x 1" TYPICAL GLASS.  
 4. COLOR AS SELECTED BY ARCHITECT FROM MANUFACTURER'S ALL RANGE.



**VINYL WINDOW TYPES**  
 1. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD PRIOR TO FABRICATION.  
 2. ALL GLASS TO BE 1/2" THICK INSULATED GLASS. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.



4 NORTH ELEVATION  
1/8" = 1'-0"

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CORIOGAN, CLARK & ASSOCIATES  
 ARCHITECTS  
 CHICAGO - ILLINOIS



KIDDE ACADEMY  
 1800 75TH STREET CHICAGO, IL

ELEVATIONS

JOB NUMBER  
14479

DATE  
05.07.15

PERMIT  
05.02.15

SHEET  
A4.1

**AGENDA MEMO**  
**MUNICIPAL SERVICES**  
**MEETING DATE: September 28, 2015**

**Issue Statement**

**Hinsdale South High School, 7401 Clarendon Hills Rd:** Consideration of an Intergovernmental Agreement (IGA) to permit signage/banners facing the street on the fence surrounding the football stadium.

**Planning Overview/Discussion**

Hinsdale South High School would like to display signage/banners on the fence which surrounds the football stadium facing out towards the street.

The Sign Code regulates the display of signs throughout the City, including school property. Currently, signs/banners are on the fence facing in towards the stadium which staff has determined complies, since the display is meant for stadium attendees and not directed toward public areas. Staff has determined that signs which face out toward the street are not permitted by the Sign Code.

A sign variation would require review by the Planning and Zoning Commission, Municipal Services Committee with approval by the City Council. As an alternative to seeking a sign variation, staff proposes an intergovernmental agreement. The Agreement will allow the signage/banner display as requested.

The proposed Agreement is attached. The Agreement includes a requirement for annual review by the City.

**Staff Findings/Recommendations**

Staff recommends the committee approve the IGA.

**Decision Mode**

Municipal Services Committee:       September 28, 2015

**EXHIBIT A**  
**INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is dated this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Darien, DuPage County, Illinois (“City”) and Board of Education of Hinsdale Township High School District 86, DuPage County, Illinois (“Board”).

**RECITALS**

A. City and Board are both units of local government authorized to enter into agreement pursuant to the Intergovernmental Cooperation Act.

B. The Board operates a school within the corporate limits of the City, commonly known as Hinsdale South High School (“High School”).

C. The Board desires to improve the exterior of the High School by placing signage/banners on the fence surrounding the football stadium, which faces the street (the “Signage”).

D. The City’s Sign Code, Chapter 3 of the City Code, regulates signage/banners.

E. The purpose in enacting the Sign Code is to prevent the proliferation of garish and potentially distracting signs and to preserve the City’s aesthetic and property values.

F. The parties agree that the proposed Signage is consistent with the City’s planning goals, will not adversely impact the surrounding properties, and provides a valuable governmental service and therefore does not violate the spirit of the Sign Code.

G. In order to help expedite the process and to avoid the time and delay attendant to seeking a variation from the Sign Code, the parties desire to enter into this Agreement in order to (i) authorize the erection of the Signage; (ii) forego the requirement for a sign variation, and (iii) provide for any conforming ordinance amendments.

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE CITY AND THE BOARD, as follows:**

**SECTION 1: Incorporation of Recitals.** The recitals set forth hereinabove are incorporated as if set forth fully herein.

**SECTION 2: Authorization to Erect Signage.** The City hereby authorizes the Board to erect the Signage. The City waives any requirement that the Board submit to sign variation procedure prior to erecting the Signage and waives any requirement for a permit. In the event the City determines that it is necessary to adopt a conforming amendment to the Sign Code in order to effectuate the purpose and intent of this Agreement, it shall do so in such a manner so as to vest the Board's entitlement to the Signage.

**SECTION 3: Annual Review.** Approval of this Agreement shall remain in effect for an initial period of one (1) year, at which time the City shall review this Agreement and Signage and address any issues.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day, month and year first above written.

CITY OF DARIEN

DuPage County, Illinois

BOARD OF EDUCATION, HINSDALE  
TOWNSHIP HIGH SCHOOL DISTRICT  
86, DU PAGE COUNTY, ILLINOIS

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

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

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**MEETING DATE: September 28, 2015**

**Issue Statement**

**Oldfield Oaks Dog Park, Lemont Road:** Consideration of a Water Service Agreement to permit DuPage County Forest Preserve District to tap onto the Village of Woodridge's watermain to serve property on the City of Darien's side of the Boundary Agreement.

**Discussion**

DuPage County Forest Preserve District plans to establish an off-leash dog park within the Oldfield Oaks Forest Preserve. The dog park will be located off of Cheese Road/N. Frontage Road to the southeast of the Shell service station.

The Forest Preserve would like water service to provide a drinking fountain. The City of Darien does not have a watermain fronting the property, nor in proximity to the property. The nearest Darien watermain location is approximately 384 feet to the south property line of the Forest Preserve property.

The Village of Woodridge has a watermain which fronts the property. Darien and Woodridge have entered into a Boundary Agreement which prohibits either municipality from wheeling water into the territory of the other municipality without written consent. The applicable section of the Boundary Agreement is below:

**Section 7. Utilities.** DARIEN and WOODRIDGE agree not to acquire, extend, construct, or maintain utilities within the other municipality's Territory without the express written consent of the other municipality. Further, DARIEN and WOODRIDGE agree not to wheel water through their respective municipal water systems into the Territory of the other municipality without the express written consent of the other municipality.

Since Darien does not have a watermain in the needed location and it would be cost prohibitive to require the extension of the City's watermain from the nearest location, staff does not object to allowing Woodridge to provide water to the Oldfield Oaks Dog Park. A resolution has been drafted to permit the water service.

**Staff Findings/Recommendations**

Staff recommends the Committee make a recommendation to recommend approval of the Resolution.

**Decision Mode**

Municipal Services Committee:            September 28, 2015



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE VILLAGE OF WOODRIDGE  
TO PROVIDE WATER SERVICE TO THE  
OLDFIELD OAKS FOREST PRESERVE DOG PARK**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU  
PAGE COUNTY, ILLINOIS**, that the Village of Woodridge is hereby permitted to provide  
water service to the Oldfield Oaks Forest Preserve Dog Park, located on the east side of Cheese  
Road/N. Frontage Road at Lemont Road from the Village of Woodridge’s existing watermain  
which extends across the frontage of the property.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5th day of October 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS**, this 5th day of October 2015.

ATTEST:

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**Municipal Services Committee**  
**September 28, 2015**

**ISSUE STATEMENT**

A resolution authorizing the purchase of one new 2015 Caterpillar Backhoe/Loader Model No 430F2 and Patten Cat in an amount not to exceed \$119,940.00

**BACKGROUND/HISTORY**

The proposed backhoe and loader is utilized daily for various digging and loading activities within the water division. The proposed equipment would be replacing unit 406, 2002 Caterpillar Backhoe/Loader Model No 430DIT HRC. Unit 406 was budgeted for replacement and the vehicle rating report is attached and labeled as Attachment 1, pages 1-6. Please recall the Vehicle Replacement Policy calls out for vehicles to be replaced at a rating of 75 or above. The existing machine will be declared as surplus and a separate agenda memo will be presented at a later date for City Council approval. The Staff requested a trade in value from the dealer and received a trade in value of \$25, 600. Upon further research it was determined that the machine could yield additional funds if it was sold through an on-line auction service.

Staff has selected Patten Cat to supply the machine and is the awarded vendor for the National Intergovernmental Purchasing Alliance-National IPA City of Darien Participation Agency Member No. 228633, for equipment sales to municipalities nationally. Attached and labeled as Attachment 2, pages 1-11, is information regarding National IPA. Attached and labeled as Attachment 3, pages 1-12, is the cost breakdown and specifications for the 2015 Caterpillar Backhoe. Please note, pending availability on the 2015 model, the City may be receiving a 2016 model at no additional cost and specifications would meet the 2015 model, see e-mail labeled as Attachment 4.

The proposed expenditure would be expended from the following line account:

|            | ACCOUNT DESCRIPTION                 | FY 15-16 BUDGET | PROPOSED EXPENDITURE | PROPOSED BALANCE |
|------------|-------------------------------------|-----------------|----------------------|------------------|
| 02-50-4815 | CAPITAL PURCHASES<br>BACKHOE/LOADER | \$121,000       | \$ 119,940           | \$ 1,060         |

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the purchase of one new 2015 Caterpillar Backhoe/Loader Model No 430F2 in an amount not to exceed \$119,940.00

**ALTERNATE DECISION**

As recommended by the Committee.

**DECISION MODE**

This item will be on the October 5, 2015 City Council agenda for formal consideration.

# CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

|                                     |                                                       |               |                |               |
|-------------------------------------|-------------------------------------------------------|---------------|----------------|---------------|
| UNIT NO                             | 406                                                   | DEPARTMENT    | Water          | DATE          |
| MODEL YEAR                          | 2002                                                  | MODEL         | 430D           | 11-19-14      |
| CURRENT MILEAGE                     |                                                       | CURRENT HOURS | 4904           |               |
|                                     |                                                       |               | MAXIMUM POINTS | VEHICLE SCORE |
| <b>AGE</b>                          |                                                       |               |                |               |
|                                     | Department                                            | Water         |                |               |
|                                     | Life Expectancy                                       | 12 years      |                |               |
|                                     | Age as of Report Date                                 | 12            |                |               |
|                                     | AGE: Meets Requirements                               | Yes           | 20             | 20            |
| <b>USAGE</b>                        |                                                       |               |                |               |
|                                     | MILES                                                 |               |                |               |
|                                     | HOURS                                                 | 4904          |                |               |
|                                     | ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY        |               |                |               |
|                                     | USAGE: Meets Requirements                             |               | 20             | 13.08         |
| <b>TYPE OF SERVICE</b>              |                                                       |               |                |               |
|                                     | 1-LIGHT DUTY                                          |               |                |               |
|                                     | 10-CRITICAL DUTY                                      |               |                |               |
|                                     | SERVICE: Meets Requirements                           |               | 15             | 15            |
| <b>RELIABILITY</b>                  |                                                       |               |                |               |
|                                     | RELIABILITY: Frequency or Visits for Service          |               |                |               |
|                                     | RELIABILITY: Meets Requirements                       |               | 15             | 8             |
| <b>MAINTENANCE AND REPAIR COSTS</b> |                                                       |               |                |               |
|                                     | REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class |               |                |               |
|                                     | ORIGINAL PURCHASE PRICE                               | 100,000.00    |                |               |
|                                     | LIFE TO DATE REPAIR COST                              | 10,426.00     |                |               |
|                                     | PERCENTAGE OF REPAIRS TO PURCHASE PRICE               | 10.43%        |                |               |

|                              |                                                                                                                             |               |                |               |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------|----------------|---------------|
| UNIT NO                      | 406                                                                                                                         | DEPARTMENT    | Water          | DATE          |
| MODEL YEAR                   | 2002                                                                                                                        | MODEL         | 430D           | 11-19-14      |
| CURRENT MILEAGE              |                                                                                                                             | CURRENT HOURS | 4904           |               |
|                              |                                                                                                                             |               | MAXIMUM POINTS | VEHICLE SCORE |
| PERCENTAGES OF REPAIR POINTS | POINTS                                                                                                                      |               |                |               |
| 1 THROUGH 20                 | 2                                                                                                                           |               |                |               |
| 21 THROUGH 40                | 4                                                                                                                           |               |                |               |
| 41 THROUGH 60                | 6                                                                                                                           |               |                |               |
| 61 THROUGH 80                | 8                                                                                                                           |               |                |               |
| 81 THROUGH 100               | 10                                                                                                                          |               |                |               |
|                              | REPAIRS: Meets Requirements                                                                                                 |               | 10             | 2             |
| CONDITION                    |                                                                                                                             |               |                |               |
|                              | CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS) |               |                |               |
|                              | CONDITION: Meets Requirements                                                                                               |               | 15             | 14            |
| TECHNOLOGICAL ADVANCEMENTS   | FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS                                                                                 |               | 5              | 5             |
| TOTAL POINTS                 |                                                                                                                             |               | 100            | 77.08         |

CITY OF DARIEN  
 Repair Transaction Cost Detail

| Equipment# | Repair Order#           | Date     | Meter(1) | Shop Loc/<br>Rep Class | Rep Reason/<br>Rep Site |                 |                  |              |
|------------|-------------------------|----------|----------|------------------------|-------------------------|-----------------|------------------|--------------|
|            |                         |          |          |                        |                         |                 |                  |              |
| 406        | 0000024786              | 10/09/02 | 55       | /01                    | 08/01                   |                 |                  |              |
|            | <u>Group-System</u>     |          |          | <u>Mech/Vendor</u>     | <u>Work Acc</u>         | <u>Part(\$)</u> | <u>Labor(\$)</u> | <u>Hours</u> |
|            | 01-PMC - PREV. MAINT.   |          |          | 001                    |                         | 0.00            | 28.00            | 1.00         |
| 406        | 0000024885              | 12/11/02 | 131      | /02                    | 01/01                   |                 |                  |              |
|            | 09-57 - HYDRAULIC SYS   |          |          | 001                    |                         | 236.82          | 28.00            | 1.00         |
| 406        | 0000024939              | 02/18/03 | 131      | /02                    | 01/01                   |                 |                  |              |
|            | 09-57 - HYDRAULIC SYS   |          |          | 001                    |                         | 11.32           | 14.00            | 0.50         |
| 406        | 0000024969              | 03/04/03 | 225      | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.   |          |          | 001                    |                         | 14.99           | 28.00            | 1.00         |
|            | 01-PMB - PREV. MAINT.   |          |          | 001                    |                         | 103.93          | 28.00            | 1.00         |
|            | 01-PMC - PREV. MAINT.   |          |          | 001                    |                         | 0.00            | 14.00            | 0.50         |
| 406        | 0000025108              | 06/11/03 | 327      | /02                    | 01/01                   |                 |                  |              |
|            | 09-57 - HYDRAULIC SYS   |          |          | 001                    |                         | 229.56          | 28.00            | 1.00         |
| 406        | 0000025215              | 09/11/03 | 394      | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMC - PREV. MAINT.   |          |          | 001                    |                         | 0.00            | 14.00            | 0.50         |
| 406        | 0000025238              | 10/10/03 | 415      | /02                    | 01/01                   |                 |                  |              |
|            | 09-63 - HOSES & FITTING |          |          | 001                    |                         | 41.72           | 28.00            | 1.00         |
| 406        | 0000025277              | 11/03/03 | 430      | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.   |          |          | 001                    |                         | 15.15           | 14.00            | 0.50         |
|            | 07-44 - FUEL SYS        |          |          | 001                    |                         | 43.35           | 28.00            | 1.00         |
|            | 09-63 - HOSES & FITTING |          |          | 001                    |                         | 274.03          | 28.00            | 1.00         |
| 406        | 0000025472              | 04/23/04 | 590      | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.   |          |          | 001                    |                         | 77.96           | 56.00            | 2.00         |
| 406        | 0000025530              | 06/15/04 | 611      | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMC - PREV. MAINT.   |          |          | 001                    |                         | 0.00            | 28.00            | 1.00         |
| 406        | 0000025801              | 01/19/05 | 780      | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PMB - PREV. MAINT.   |          |          | 001                    |                         | 96.89           | 28.00            | 1.00         |
|            | 01-PMA - PREV. MAINT.   |          |          | 001                    |                         | 18.42           | 28.00            | 1.00         |
|            | 01-PMC - PREV. MAINT.   |          |          | 001                    |                         | 0.00            | 14.00            | 0.50         |
| 406        | 0000025944              | 05/09/05 | 885      | /02                    | 01/01                   |                 |                  |              |
|            | 09-63 - HOSES & FITTING |          |          | 001                    |                         | 155.66          | 28.00            | 1.00         |
| 406        | 0000026024              | 08/03/05 | 990      | /01                    | 04/01                   |                 |                  |              |
|            | 06-36 - MARS & STROBE   |          |          | 001                    |                         | 17.21           | 28.00            | 1.00         |
| 406        | 0000026039              | 08/16/05 | 1007     | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.   |          |          | 001                    |                         | 18.42           | 28.00            | 1.00         |
|            | 01-PMC - PREV. MAINT.   |          |          | 001                    |                         | 0.00            | 28.00            | 1.00         |
| 406        | 0000026316              | 02/27/06 | 1290     | /02                    | 04/01                   |                 |                  |              |
|            | 09-63 - HOSES & FITTING |          |          | 002                    |                         | 32.62           | 30.00            | 2.00         |
|            | 09-57 - HYDRAULIC SYS   |          |          | 002                    |                         | 53.68           | 0.00             | 0.00         |
| 406        | 0000026370              | 03/20/06 | 1299     | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.   |          |          | 002                    |                         | 56.48           | 30.00            | 2.00         |
| 406        | 0000026378              | 04/03/06 | 1299     | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMB - PREV. MAINT.   |          |          | 002                    |                         | 0.00            | 7.50             | 0.50         |
|            | 01-PMC - PREV. MAINT.   |          |          | 002                    |                         | 0.00            | 7.50             | 0.50         |
| 406        | 0000027031              | 10/19/06 | 1572     | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.   |          |          | 001                    |                         | 18.42           | 56.00            | 2.00         |
|            | 01-PMC - PREV. MAINT.   |          |          | 001                    |                         | 0.00            | 28.00            | 1.00         |

CITY OF DARIEN  
 Repair Transaction Cost Detail

| Equipment#              | Repair Order# | Date     | Meter(1) | Shop Loc/<br>Rep Class | Rep Reason/<br>Rep Site |                    |                 |                 |                  |              |
|-------------------------|---------------|----------|----------|------------------------|-------------------------|--------------------|-----------------|-----------------|------------------|--------------|
|                         |               |          |          |                        |                         | <u>Mech/Vendor</u> | <u>Work Acc</u> | <u>Part(\$)</u> | <u>Labor(\$)</u> | <u>Hours</u> |
| 406                     | 0000027034    | 10/28/06 | 1572     | /02                    | 01/01                   |                    |                 |                 |                  |              |
| <u>Group-System</u>     |               |          |          |                        |                         |                    |                 |                 |                  |              |
| 03-05 - GLASS REPAIR    |               |          |          |                        |                         | 001                |                 | 16.26           | 14.00            | 0.50         |
| 07-41 - AIR INTAKE SYS  |               |          |          |                        |                         | 001                |                 | 40.71           | 28.00            | 1.00         |
| 406                     | 0000027108    | 12/18/06 | 1663     | /02                    | 04/01                   |                    |                 |                 |                  |              |
| 09-63 - HOSES & FITTING |               |          |          |                        |                         | 002                |                 | 108.76          | 15.00            | 1.00         |
| 406                     | 0000027112    | 12/20/06 | 1663     | /02                    | 01/01                   |                    |                 |                 |                  |              |
| 06-36 - MARS & STROBE   |               |          |          |                        |                         | 002                |                 | 14.55           | 7.50             | 0.50         |
| 406                     | 0000027113    | 12/27/06 | 1669     | /03                    | 01/01                   |                    |                 |                 |                  |              |
| 09-57 - HYDRAULIC SYS   |               |          |          |                        |                         | 002                |                 | 85.57           | 45.00            | 3.00         |
| 406                     | 0000027140    | 01/30/07 | 1715     | /01                    | 08/01                   |                    |                 |                 |                  |              |
| 10-70 - BACKHOE         |               |          |          |                        |                         | 001                |                 | 451.09          | 28.00            | 1.00         |
| 406                     | 0000027226    | 04/10/07 | 1864     | /02                    | 04/01                   |                    |                 |                 |                  |              |
| 09-57 - HYDRAULIC SYS   |               |          |          |                        |                         | 001                |                 | 46.60           | 28.00            | 1.00         |
| 406                     | 0000027300    | 05/09/07 | 1884     | /01                    | 08/01                   |                    |                 |                 |                  |              |
| 01-PMC - PREV. MAINT.   |               |          |          |                        |                         | 002                |                 | 0.00            | 7.50             | 0.50         |
| 01-PMA - PREV. MAINT.   |               |          |          |                        |                         | 002                |                 | 119.81          | 7.50             | 0.50         |
| 01-PMB - PREV. MAINT.   |               |          |          |                        |                         | 002                |                 | 87.20           | 45.00            | 3.00         |
| 406                     | 0000027352    | 07/11/07 | 1978     | /02                    | 01/01                   |                    |                 |                 |                  |              |
| 06-36 - MARS & STROBE   |               |          |          |                        |                         | 001                |                 | 139.50          | 28.00            | 1.00         |
| 406                     | 0000027435    | 09/12/07 | 1999     | /02                    | 01/01                   |                    |                 |                 |                  |              |
| 04-13 - BRAKES          |               |          |          |                        |                         | 001                |                 | 38.82           | 84.00            | 3.00         |
| 406                     | 0000027529    | 11/26/07 | 2087     | /01                    | 08/01                   |                    |                 |                 |                  |              |
| 01-PMA - PREV. MAINT.   |               |          |          |                        |                         | 002                |                 | 19.42           | 15.00            | 1.00         |
| 01-PMC - PREV. MAINT.   |               |          |          |                        |                         | 002                |                 | 0.00            | 15.00            | 1.00         |
| 06-36 - MARS & STROBE   |               |          |          |                        |                         | 002                |                 | 90.00           | 15.00            | 1.00         |
| 406                     | 0000027763    | 03/17/08 | 2180     | /02                    | 01/01                   |                    |                 |                 |                  |              |
| 09-63 - HOSES & FITTING |               |          |          |                        |                         | 001                |                 | 362.72          | 56.00            | 2.00         |
| 09-57 - HYDRAULIC SYS   |               |          |          |                        |                         | 001                |                 | 51.83           | 56.00            | 2.00         |
| 406                     | 0000027936    | 06/09/08 | 2280     | /01                    | 08/01                   |                    |                 |                 |                  |              |
| 01-PMA - PREV. MAINT.   |               |          |          |                        |                         | 001                |                 | 19.42           | 28.00            | 1.00         |
| 01-PMC - PREV. MAINT.   |               |          |          |                        |                         | 001                |                 | 0.00            | 28.00            | 1.00         |
| 09-63 - HOSES & FITTING |               |          |          |                        |                         | 001                |                 | 50.35           | 28.00            | 1.00         |
| 406                     | 0000028207    | 01/06/09 | 2280     | /01                    | 08/01                   |                    |                 |                 |                  |              |
| 01-PMA - PREV. MAINT.   |               |          |          |                        |                         | 001                |                 | 19.70           | 56.00            | 2.00         |
| 01-PMC - PREV. MAINT.   |               |          |          |                        |                         | 001                |                 | 22.44           | 14.00            | 0.50         |
| 406                     | 0000028217    | 01/19/09 | 2525     | /01                    | 08/01                   |                    |                 |                 |                  |              |
| 03-02 - HEATER-VENT     |               |          |          |                        |                         | 001                |                 | 43.83           | 28.00            | 1.00         |
| 406                     | 0000028447    | 07/15/09 | 2698     | /01                    | 08/01                   |                    |                 |                 |                  |              |
| 01-PMA - PREV. MAINT.   |               |          |          |                        |                         | 002                |                 | 19.70           | 15.00            | 1.00         |
| 01-PMC - PREV. MAINT.   |               |          |          |                        |                         | 002                |                 | 0.00            | 7.50             | 0.50         |
| 406                     | 0000028504    | 08/31/09 | 2756     | /01                    | 08/01                   |                    |                 |                 |                  |              |
| 04-13 - BRAKES          |               |          |          |                        |                         | 001                |                 | 175.98          | 98.00            | 3.50         |
| 03-06 - DOORS           |               |          |          |                        |                         | 001                |                 | 18.45           | 14.00            | 0.50         |
| 406                     | 0000028734    | 02/17/10 | 2877     | 01/01                  | 08/01                   |                    |                 |                 |                  |              |
| 01-PMA - PREV. MAINT.   |               |          |          |                        |                         | 001                |                 | 20.51           | 42.00            | 1.50         |
| 01-PMC - PREV. MAINT.   |               |          |          |                        |                         | 001                |                 | 0.00            | 84.00            | 3.00         |

CITY OF DARIEN  
 Repair Transaction Cost Detail

| Equipment# | Repair Order#          | Date     | Meter(1) | Shop Loc/<br>Rep Class | Rep Reason/<br>Rep Site |                 |                  |              |
|------------|------------------------|----------|----------|------------------------|-------------------------|-----------------|------------------|--------------|
|            | 09-57 - HYDRAULIC SYS  |          |          | 002                    |                         | 231.77          | 15.00            | 1.00         |
| 406        | 0000028978             | 09/24/10 | 3036     | 01/01                  | 08/01                   |                 |                  |              |
|            | <u>Group-System</u>    |          |          | <u>Mech/Vendor</u>     | <u>Work Acc</u>         | <u>Part(\$)</u> | <u>Labor(\$)</u> | <u>Hours</u> |
|            | 01-PMA - PREV. MAINT.  |          |          | 002                    |                         | 19.27           | 0.00             | 0.00         |
|            | 01-PMB - PREV. MAINT.  |          |          | 002                    |                         | 146.35          | 0.00             | 0.00         |
|            | 07-42 - COOLING SYS    |          |          | 002                    |                         | 64.77           | 0.00             | 0.00         |
|            | 01-PMC - PREV. MAINT.  |          |          | 002                    |                         | 0.00            | 75.00            | 5.00         |
| 406        | 0000029220             | 04/25/11 | 3396     | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.  |          |          | 001                    |                         | 19.60           | 56.00            | 2.00         |
|            | 10-71 - FRONT BUCKET   |          |          | 001                    |                         | 319.36          | 28.00            | 1.00         |
| 406        | 0000029262             | 05/12/11 | 3433     | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PMC - PREV. MAINT.  |          |          | 001                    |                         | 0.00            | 42.00            | 1.50         |
|            | 10-70 - BACKHOE        |          |          | 001                    |                         | 431.40          | 42.00            | 1.50         |
| 406        | 0000029295             | 06/10/11 | 3473     | 01/01                  | 08/01                   |                 |                  |              |
|            | 09-57 - HYDRAULIC SYS  |          |          | 001                    |                         | 365.45          | 56.00            | 2.00         |
| 406        | 0000029506             | 12/28/11 | 1637     | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.  |          |          | 002                    |                         | 20.00           | 15.00            | 1.00         |
|            | 01-PMB - PREV. MAINT.  |          |          | 002                    |                         | 157.94          | 18.75            | 1.25         |
|            | 01-PMC - PREV. MAINT.  |          |          | 002                    |                         | 0.00            | 0.00             | 0.00         |
|            | 07-41 - AIR INTAKE SYS |          |          | 002                    |                         | 65.64           | 3.75             | 0.25         |
| 406        | 0000029604             | 02/06/12 | 3631     | 01/03                  | 01/01                   |                 |                  |              |
|            | 03-02 - HEATER-VENT    |          |          | 002                    |                         | 311.07          | 90.00            | 6.00         |
| 406        | 0000029675             | 03/26/12 | 3686     | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.  |          |          | 002                    |                         | 20.56           | 33.00            | 2.20         |
|            | 01-PMB - PREV. MAINT.  |          |          | 002                    |                         | 0.00            | 3.00             | 0.20         |
|            | 07-41 - AIR INTAKE SYS |          |          | 002                    |                         | 65.64           | 6.00             | 0.40         |
| 406        | 0000029801             | 07/03/12 | 3768     | 01/03                  | 01/01                   |                 |                  |              |
|            | 07-41 - AIR INTAKE SYS |          |          | 002                    |                         | 38.42           | 3.75             | 0.25         |
|            | 07-42 - COOLING SYS    |          |          | 002                    |                         | 621.41          | 97.50            | 6.50         |
|            | 07-46 - BELTS          |          |          | 002                    |                         | 37.12           | 3.75             | 0.25         |
| 406        | 0000029814             | 07/13/12 | 3772     | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PMC - PREV. MAINT.  |          |          | 002                    |                         | 0.00            | 15.00            | 1.00         |
| 406        | 0000029834             | 07/27/12 | 3741     | 01/03                  | 01/01                   |                 |                  |              |
|            | 09-57 - HYDRAULIC SYS  |          |          | 002                    |                         | 176.46          | 37.50            | 2.50         |
| 406        | 0000029879             | 08/28/12 | 3824     | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PMC - PREV. MAINT.  |          |          | 002                    |                         | 0.00            | 15.00            | 1.00         |
|            | 07-41 - AIR INTAKE SYS |          |          | 002                    |                         | 38.42           | 3.75             | 0.25         |
| 406        | 0000029955             | 11/16/12 | 3975     | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.  |          |          | 002                    |                         | 28.08           | 30.00            | 2.00         |
|            | 01-PMC - PREV. MAINT.  |          |          | 002                    |                         | 0.00            | 3.75             | 0.25         |
|            | 10-70 - BACKHOE        |          |          | 002                    |                         | 448.88          | 7.50             | 0.50         |
| 406        | 0000030061             | 02/15/13 | 4116     | 01/03                  | 01/01                   |                 |                  |              |
|            | 09-57 - HYDRAULIC SYS  |          |          | 002                    |                         | 354.57          | 60.00            | 4.00         |
| 406        | 0000030281             | 08/26/13 | 4331     | 01/03                  | 01/01                   |                 |                  |              |
|            | 10-70 - BACKHOE        |          |          | 002                    |                         | 44.65           | 22.50            | 1.50         |
| 406        | 0000030413             | 01/30/14 | 4507     | 01/03                  | 01/01                   |                 |                  |              |
|            | 10-70 - BACKHOE        |          |          | 002                    |                         | 300.50          | 82.50            | 5.50         |
| 406        | 0000030434             | 02/12/14 | 4537     | 01/03                  | 01/01                   |                 |                  |              |

CITY OF DARIEN  
 Repair Transaction Cost Detail

| Equipment# | Repair Order#           | Date     | Meter(1) | Shop Loc/<br>Rep Class | Rep Reason/<br>Rep Site |                  |                  |               |
|------------|-------------------------|----------|----------|------------------------|-------------------------|------------------|------------------|---------------|
|            | 09-63 - HOSES & FITTING |          |          | 002                    |                         | 254.49           | 45.00            | 3.00          |
| 406        | 0000030443              | 03/06/14 | 4586     | 01/01                  | 08/01                   |                  |                  |               |
|            | <u>Group-System</u>     |          |          | <u>Mech/Vendor</u>     | <u>Work Acc</u>         | <u>Part(\$)</u>  | <u>Labor(\$)</u> | <u>Hours</u>  |
|            | 01-PMA - PREV. MAINT.   |          |          | 002                    |                         | 28.20            | 22.50            | 1.50          |
| 406        | 0000030444              | 03/07/14 | 4586     | 01/02                  | 01/01                   |                  |                  |               |
|            | 10-70 - BACKHOE         |          |          | 002                    |                         | 205.58           | 45.00            | 3.00          |
|            | 07-41 - AIR INTAKE SYS  |          |          | 002                    |                         | 46.99            | 3.75             | 0.25          |
| 406        | 0000030455              | 03/31/14 | 4600     | 01/02                  | 01/01                   |                  |                  |               |
|            | 09-57 - HYDRAULIC SYS   |          |          | 002                    |                         | 245.80           | 150.00           | 10.00         |
| 406        | 0000030461              | 04/08/14 | 4600     | 01/03                  | 01/01                   |                  |                  |               |
|            | 10-74 - REAR BOOM       |          |          | 002                    |                         | 75.06            | 30.00            | 2.00          |
| 406        | 0000030467              | 04/15/14 | 4602     | 01/03                  | 01/01                   |                  |                  |               |
|            | 09-63 - HOSES & FITTING |          |          | 002                    |                         | 46.64            | 22.50            | 1.50          |
| 406        | 0000030483              | 04/30/14 | 4627     | 01/03                  | 01/01                   |                  |                  |               |
|            | 09-63 - HOSES & FITTING |          |          | 002                    |                         | 214.38           | 45.00            | 3.00          |
| 406        | 0000030501              | 05/15/14 | 4663     | 01/03                  | 01/01                   |                  |                  |               |
|            | 09-63 - HOSES & FITTING |          |          | 002                    |                         | 1,626.01         | 450.00           | 30.00         |
| 406        | 0000030599              | 08/05/14 | 4778     | 01/03                  | 01/01                   |                  |                  |               |
|            | 09-63 - HOSES & FITTING |          |          | 002                    |                         | 436.27           | 75.00            | 5.00          |
| 406        | 0000030610              | 08/08/14 | 4778     | 01/01                  | 08/01                   |                  |                  |               |
|            | 02-17 - TIRES,TUBES,ETC |          |          | 002                    |                         | 175.95           | 0.00             | 0.00          |
| 406        | 0000030644              | 09/09/14 | 4835     | 01/03                  | 01/01                   |                  |                  |               |
|            | 03-05 - GLASS REPAIR    |          |          | 002                    |                         | 261.41           | 15.00            | 1.00          |
| 406        | 0000030645              | 09/10/14 | 4835     | 01/03                  | 01/01                   |                  |                  |               |
|            | 01-PMA - PREV. MAINT.   |          |          | 002                    |                         | 31.48            | 30.00            | 2.00          |
|            | 01-PMB - PREV. MAINT.   |          |          | 002                    |                         | 86.20            | 15.00            | 1.00          |
| 406        | 0000030691              | 10/16/14 | 4904     | 01/03                  | 01/01                   |                  |                  |               |
|            | 03-06 - DOORS           |          |          | 002                    |                         | 91.20            | 15.00            | 1.00          |
|            |                         |          |          |                        |                         |                  |                  |               |
|            |                         |          |          | Grand Total            |                         | <u>11,732.84</u> | <u>3,471.75</u>  | <u>182.05</u> |

10,426.30



**Kris Throm**

**From:** Ford, Tom <Tom.Ford@nationalipa.org>  
**Sent:** Monday, December 22, 2014 3:56 PM  
**To:** Kris Throm  
**Subject:** Kris Throm Welcome to National IPA

**From:** ESB Integration [mailto:jmacdona@provistaco.com]  
**Sent:** Saturday, December 20, 2014 8:01 AM  
**To:** MacDonald, Jason R.; Yarbrough, Matt C.; Ford, Tom  
**Subject:** Kris Throm Welcome to National IPA



Reducing Procurement Costs  
Through Cooperative Contracting



**Participant Organization:**

City of Darien

**Your National IPA Participating Agency Number:**

2288633

**Your Dedicated National IPA Representative:**

Tom Ford

(847) 372-3381

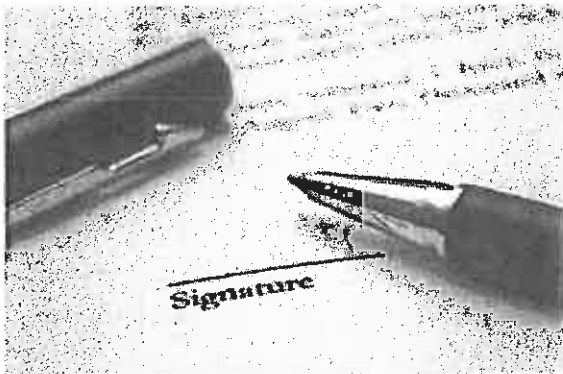
Hello Kris

Your participation form has been received and processed. Congratulations! You are now eligible to access and utilize all the competitively solicited and publicly awarded agreements available through National IPA.

Details for all awarded contracts, as well as contracts in process and under evaluation are available at [www.nationalipa.org/agreements](http://www.nationalipa.org/agreements).

If you need additional information or assistance with any of the National IPA master agreements, please contact your dedicated National IPA Regional Manager or contact National IPA Customer Relations at 866-408-3077 or [info@nationalipa.org](mailto:info@nationalipa.org).

Thank you for your participation and we look forward to serving you and your organization.



**National IPA Contracting Process**



**National IPA Team**

725 Cool Springs Boulevard | Suite 100  
Franklin, TN 37067

National Intergovernmental Purchasing Alliance, a Provista company (National IPA) is a cooperative purchasing organization dedicated to serving public agencies and educational institutions nationwide. This cooperative strategy offers lower costs, plus time and resource savings to participating agencies. All cooperative agreements available through the National IPA program have been competitively solicited and publicly awarded by a public agency/governmental entity (e.g. state, city, county, public university or school district), utilizing the best public procurement practices, processes and procedures.

The National IPA team of tenured certified public procurement professionals, supply chain and cooperative purchasing experts is committed to bringing value to agencies nationwide. National IPA team members are recognized as respected leaders in the discipline and have held key public procurement positions in state government, local government and education.

For additional information, visit the National IPA website at [www.nationalipa.org](http://www.nationalipa.org).  
National IPA Customer Service Email: [info@nationalipa.org](mailto:info@nationalipa.org)  
Phone: (866) 408-3077

**Tom Ford**

Regional Manager, Midwest - IL, IA, MI, MN, WI

National IPA, A Provista Company

Office: (847) 372-3381

Email: [tom.ford@nationalipa.org](mailto:tom.ford@nationalipa.org)



**NATIONAL IPA**  
**REDUCING PROCUREMENT**  
**COSTS THROUGH**  
**COOPERATIVE CONTRACTING**

\*\*\*\*\*

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**Heavy Equipment, Parts, Accessories, Supplies & Related Services  
Executive Summary**

**Lead Agency:** City of Tucson, AZ  
**RFP Issued:** October 18, 2011  
**Date Open:** November 14, 2011

**Solicitation:** RFP #120377  
**Pre-Proposal Date:** October 27, 2011  
**Proposals Received:** 4

**Awarded to:** Caterpillar

The City of Tucson, AZ Department of Procurement issued RFP #120377 on October 18, 2011 to establish a national cooperative contract for heavy equipment, parts, accessories, supplies and related services.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- Hawaii Tribune-Herald, HI
- Daily Journal of Commerce, OR
- The State, SC
- The Olympian, WA
- National IPA website

On November 14, 2011 proposals were received from the following offerors:

- Badger Equipment Company
- Caterpillar
- Federal Contracts Corporation
- PB Loader Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into interview and negotiations with the top ranked firm, Caterpillar.

The City of Tucson, AZ, National IPA and Caterpillar successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of May 2, 2012.

# Caterpillar

Contract includes: Heavy equipment, parts, accessories, supplies and related services

**Term:**

Initial one year agreement from May 2, 2012 through May 1, 2013, with option to renew for four (4) additional one-year periods through May 1, 2017.

**Pricing/Discount:**

Minimum discount off list price.

Serviced and supported by local Cat dealers.

**Value Added Services:**

- Financing options
- Used equipment
- Rentals
- Extended warranties
- Maintenance agreements
- Trade-in or Buyback options

# Caterpillar Product and Service Pricing

| <u>Model</u>             | <u>Minimum Member Discount</u> |
|--------------------------|--------------------------------|
| Articulated Trucks       | 14%                            |
| Backhoe Loaders          | 21%                            |
| Generators               | 17% - 50%                      |
| Integrated Tool Carriers | 21% - 26%                      |
| Landfill Compactors      | 14%                            |
| Motor Graders            | 23% - 37%                      |
| Paving Products          | 14% - 18%                      |
| Skid Steer Loaders       | 16%                            |
| Towed Scrapers           | 15%                            |
| Track Excavators         | 12% - 25%                      |
| Track Loaders            | 20% - 23%                      |
| Track Type Tractors      | 10% - 25%                      |
| Tractor Scrapers         | 15% - 17%                      |
| Vocational Trucks        | 23%                            |
| Wheel Dozers             | 15%                            |
| Wheel Loaders            | 12% - 26%                      |
| Wheeled Excavators       | 32% - 35%                      |
| Work tools               | 15%                            |

The following items are also available under the contract:

- Financing Options
- Used Equipment - subject to availability, 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealers rental fleet, excluding vocational trucks and work tools
- Used Vocational Trucks & Work Tools - pricing to be negotiated with local participating dealer
- Rentals - product and service pricing to be negotiated with local participating dealer
- Accessories/Allied Products (trailers, etc.) - product pricing to be negotiated with local participating dealer
- Parts - product pricing to be negotiated with local participating dealer
- Service/Repair - product pricing to be negotiated with local participating dealer
- Extended Warranties - product pricing to be negotiated with local participating dealer
- Maintenance Agreements - product pricing to be negotiated with local participating dealer
- Trade-In or Buyback Options - to be negotiated with local participating dealer

# 2015 Caterpillar Coop Contract Discounts V6

| Machines                 | New Equipment     | Used Equipment              |
|--------------------------|-------------------|-----------------------------|
| 2015                     | Discount off List | Discount from original List |
| <b>Pavers</b>            |                   |                             |
| AP255                    | 16.00%            | 20.0%                       |
| AP500                    | 16.00%            | 20.0%                       |
| AP555                    | 16.00%            | 20.0%                       |
| AP600                    | 16.00%            | 20.0%                       |
| AP655                    | 16.00%            | 20.0%                       |
| AP1000                   | 16.00%            | 20.0%                       |
| AP1055                   | 16.00%            | 20.0%                       |
| <b>Rollers</b>           |                   |                             |
| CB14                     | 16.00%            | 20.0%                       |
| CB22                     | 16.00%            | 20.0%                       |
| CB24                     | 16.00%            | 20.0%                       |
| CB32                     | 16.00%            | 20.0%                       |
| CB34/CB34XW              | 16.00%            | 20.0%                       |
| CB44                     | 16.00%            | 20.0%                       |
| CB54                     | 16.00%            | 20.0%                       |
| CB64                     | 16.00%            | 20.0%                       |
| CC24                     | 16.00%            | 20.0%                       |
| CC34                     | 16.00%            | 20.0%                       |
| CD44                     | 16.00%            | 20.0%                       |
| CD54                     | 16.00%            | 20.0%                       |
| CP34                     | 14.00%            | 20.0%                       |
| CP44                     | 14.00%            | 20.0%                       |
| CP54                     | 14.00%            | 20.0%                       |
| CP56                     | 14.00%            | 20.0%                       |
| CP68                     | 14.00%            | 20.0%                       |
| CP74                     | 14.00%            | 20.0%                       |
| CS34                     | 14.00%            | 20.0%                       |
| CS44                     | 14.00%            | 20.0%                       |
| CS54                     | 14.00%            | 20.0%                       |
| CS64                     | 14.00%            | 20.0%                       |
| CS68                     | 14.00%            | 20.0%                       |
| CS78                     | 14.00%            | 20.0%                       |
| CW14                     | 16.00%            | 20.0%                       |
| CW34                     | 16.00%            | 20.0%                       |
| <b>Vocational Trucks</b> |                   |                             |
| CT660                    | 23.00%            | 20.0%                       |
| CT680                    | 23.00%            | 20.0%                       |
| CT681                    | 23.00%            | 20.0%                       |

# 2015 Caterpillar Coop Contract Discounts V6

|                                 |        |       |
|---------------------------------|--------|-------|
| <b>Track Type Tractors</b>      |        |       |
| D3                              | 25.00% | 20.0% |
| D4                              | 24.00% | 20.0% |
| D5                              | 25.00% | 20.0% |
| D6                              | 24.00% | 20.0% |
| D7                              | 22.00% | 20.0% |
| D8                              | 22.00% | 20.0% |
| D9                              | 10.00% | 20.0% |
| <b>Integrated Tool Carriers</b> |        |       |
| IT62                            | 21.00% | 20.0% |
| <b>Cold Planners</b>            |        |       |
| PM102                           | 14.00% | 20.0% |
| PM200                           | 14.00% | 20.0% |
| PM201                           | 18.00% | 20.0% |
| <b>Reclaimers</b>               |        |       |
| RM300                           | 14.00% | 20.0% |
| RM500                           | 14.00% | 20.0% |
| <b>Wheeled Excavators</b>       |        |       |
| M313                            | 35.00% | 20.0% |
| M314                            | 18.00% | 20.0% |
| M315                            | 32.00% | 20.0% |
| M316                            | 35.00% | 20.0% |
| M318                            | 32.00% | 20.0% |
| M320                            | 21.00% | 20.0% |
| M322                            | 35.00% | 20.0% |
| <b>Motor Graders</b>            |        |       |
| 12                              | 33.00% | 20.0% |
| 120                             | 37.00% | 20.0% |
| 140                             | 33.00% | 20.0% |
| 160                             | 33.00% | 20.0% |
| 14                              | 23.00% | 20.0% |



# 2015 Caterpillar Coop Contract Discounts V6

|                              |        |       |
|------------------------------|--------|-------|
| <b>Skid Steer Loaders</b>    |        |       |
| 226                          | 16.00% | 20.0% |
| 232                          | 16.00% | 20.0% |
| 236                          | 16.00% | 20.0% |
| 242                          | 16.00% | 20.0% |
| 246                          | 16.00% | 20.0% |
| 262                          | 16.00% | 20.0% |
| 272                          | 16.00% | 20.0% |
| <b>Multi-Terrain Loaders</b> |        |       |
| 247                          | 16.00% | 20.0% |
| 257                          | 16.00% | 20.0% |
| 277                          | 16.00% | 20.0% |
| 287                          | 16.00% | 20.0% |
| 297                          | 16.00% | 20.0% |
| <b>Compact Track Loaders</b> |        |       |
| 239                          | 16.00% | 20.0% |
| 249                          | 16.00% | 20.0% |
| 259                          | 16.00% | 20.0% |
| 279                          | 16.00% | 20.0% |
| 289                          | 16.00% | 20.0% |
| 299                          | 16.00% | 20.0% |
| <b>Excavators</b>            |        |       |
| 300.9                        | 17.50% | 20.0% |
| 301.4                        | 17.50% | 20.0% |
| 301.7                        | 17.50% | 20.0% |
| 302.4                        | 17.50% | 20.0% |
| 302.7                        | 17.50% | 20.0% |
| 303                          | 17.50% | 20.0% |
| 303.5                        | 17.50% | 20.0% |
| 304                          | 17.50% | 20.0% |
| 305                          | 17.50% | 20.0% |
| 305.5                        | 17.50% | 20.0% |
| 308                          | 17.50% | 20.0% |
| 311                          | 24.00% | 20.0% |
| 312                          | 21.00% | 20.0% |
| 313                          | 21.00% | 20.0% |
| 314                          | 25.00% | 20.0% |
| 316                          | 25.00% | 20.0% |
| 318                          | 22.00% | 20.0% |
| 319                          | 22.00% | 20.0% |
| 320                          | 18.00% | 20.0% |
| 321                          | 18.00% | 20.0% |
| 323                          | 18.00% | 20.0% |

# 2015 Caterpillar Coop Contract Discounts V6

|                               |        |       |
|-------------------------------|--------|-------|
| 324                           | 18.00% | 20.0% |
| 325                           | 18.00% | 20.0% |
| 328                           | 18.00% | 20.0% |
| 329                           | 18.00% | 20.0% |
| 335                           | 18.00% | 20.0% |
| 336                           | 18.00% | 20.0% |
| 345                           | 12.00% | 20.0% |
| 349                           | 12.00% | 20.0% |
| 352                           | 12.00% | 20.0% |
| 374                           | 10.00% | 20.0% |
| <b>Backhoe Loaders</b>        |        |       |
| 416                           | 21.00% | 20.0% |
| 420                           | 21.00% | 20.0% |
| 430                           | 21.00% | 20.0% |
| 450                           | 21.00% | 20.0% |
| <b>Wheel Tractor Scrapers</b> |        |       |
| 621                           | 16.00% | 20.0% |
| 623                           | 17.00% | 20.0% |
| 627                           | 16.00% | 20.0% |
| <b>Articulated Trucks</b>     |        |       |
| 725                           | 14.00% | 20.0% |
| 730                           | 14.00% | 20.0% |
| 735                           | 14.00% | 20.0% |
| 740                           | 14.00% | 20.0% |
| 745                           | 14.00% | 20.0% |
| <b>Rigid Frame Trucks</b>     |        |       |
| 770                           | 10.00% | 20.0% |
| 773                           | 10.00% | 20.0% |
| <b>Landfill Compactors</b>    |        |       |
| 815                           | 14.00% | 20.0% |
| 816                           | 14.00% | 20.0% |
| 825                           | 14.00% | 20.0% |
| 826                           | 14.00% | 20.0% |
| 836                           | 14.00% | 20.0% |
| <b>Wheel Dozers</b>           |        |       |
| 814                           | 15.00% | 20.0% |
| 824                           | 15.00% | 20.0% |

# 2015 Caterpillar Coop Contract Discounts V6

|                                    |        |       |
|------------------------------------|--------|-------|
| <b>Wheel Loaders</b>               |        |       |
| 903                                | 25.00% | 20.0% |
| 906                                | 25.00% | 20.0% |
| 907                                | 25.00% | 20.0% |
| 908                                | 25.00% | 20.0% |
| 910                                | 25.00% | 20.0% |
| 914                                | 25.00% | 20.0% |
| 924                                | 26.00% | 20.0% |
| 930                                | 26.00% | 20.0% |
| 938                                | 26.00% | 20.0% |
| 950                                | 24.00% | 20.0% |
| 962                                | 24.00% | 20.0% |
| 966                                | 21.00% | 20.0% |
| 972                                | 16.00% | 20.0% |
| 980                                | 12.00% | 20.0% |
| 982                                | 12.00% | 20.0% |
|                                    |        |       |
| <b>Track Loaders</b>               |        |       |
| 953                                | 20.00% | 20.0% |
| 963                                | 23.00% | 20.0% |
| 973                                | 23.00% | 20.0% |
|                                    |        |       |
| <b>Telehandlers</b>                |        |       |
| TH255                              | 12.00% | 20.0% |
| TH406                              | 12.00% | 20.0% |
| TH407                              | 12.00% | 20.0% |
| TH514                              | 12.00% | 20.0% |
| TL642                              | 12.00% | 20.0% |
| TL943                              | 12.00% | 20.0% |
| TL1055                             | 12.00% | 20.0% |
| TL1255                             | 12.00% | 20.0% |
|                                    |        |       |
| <b>Worktools</b>                   | 15.00% |       |
|                                    |        |       |
| <b>Caterpillar Safety Services</b> | 15.00% | N/A   |

Patten Industries

Quote 111527-01

*or 2016*

|                                       |                        |
|---------------------------------------|------------------------|
| 2015 Caterpillar List Price           | \$169,146.00           |
| Ext Warranty                          | \$1,140.00             |
| <del>Less Gross Trade Allowance</del> | <del>\$25,000.00</del> |
| FREIGHT, DEALER PREP & SET UP         | \$200.00               |
| IPA GOVERNMENTAL DISCOUNT             | (\$5,249.00)           |
| SALES TAX EXEMPT (0%)                 | \$0.00                 |
| After Tax Balance                     | \$119,940.00           |

*09/14/15*

\*\*\*PRICING IS VALID IF THIS MACHINE DELIVERS BEFORE DECEMBER 31, 2015. WE ARE EXPECTING A CATERPILLAR PRICE INCREASE ON JANUARY 1, 2016. ACTUAL PRICE INCREASE IS EXPECTED TO BE FROM 2% TO 4% FOR THIS MODEL.

~~TRADE-INS~~

| Model             | Make                        | Serial Number       | Year            | Trade Allowance        |
|-------------------|-----------------------------|---------------------|-----------------|------------------------|
| <del>480DIT</del> | <del>CATERPILLAR (AA)</del> | <del>BNK02807</del> | <del>2002</del> | <del>\$25,000.00</del> |

~~INCLUDED WARRANTIES~~

|                    |                                                                 |                |
|--------------------|-----------------------------------------------------------------|----------------|
| Standard Warranty: | 12 Months/Unlimited Hours Full Machine                          | 169,146.00 + / |
| Extended Warranty: | 36 MO / 5000 HR POWERTRAIN & HYDRAULIC (TIER IV) (GOVERNMENTAL) | 1,140.00 + /   |
|                    |                                                                 | 2,900.00 + /   |

F.O.B./TERMS  
City of Darien Yard

COST 119,940.00 \*

~~ADDITIONAL CONSIDERATIONS~~

~~Optional Caterpillar BHL H95ES Hydraulic Hammer  
Your Price if Purchased With The Machine \$22,100.00  
INCLUDES: HAMMER, HOIL TOOL, MOUNTING BRACKET  
AND CONNECTOR LINES~~



*CHECK*  
119,940.00 +  
-  
94,340.00 \*

Delivery is 12-16 weeks

Accepted by \_\_\_\_\_ on \_\_\_\_\_

Signature



Pete N. Swanson  
Sales Representative

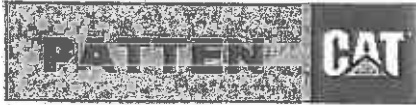
Construction Products

635 W. Lake Street  
Elmhurst, Illinois 60126  
630.279.4400 tel  
630.279.0121 fax  
630.936.0626 mobile

www.pattencat.com

swansonp@pattencat.com e-mail





Quote 111527-01

August 31, 2015

CITY OF DARIEN/PUBLIC WORKS  
1702 PLAINFIELD ROAD  
DARIEN  
Illinois  
60561

Attention: KRIS THROM

Dear Kris,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 430F2 HRC BACKHOE LOADER

STOCK NUMBER: TBO

SERIAL NUMBER: TBO

YEAR: 2016

2015 OR

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

*Pete Swanson*

Pete Swanson  
Machine Sales Representative

## CATERPILLAR Model: 430F2 HRC BACKHOE LOADER

### STANDARD EQUIPMENT

**BOOMS, STICKS AND LINKAGES** - 15' Center pivot excavator style - backhoe - Pilot operated joystick hydraulic controls with pattern changer valve - Pilot operated stabilizer controls - Boom transport lock - Swing transport lock - Street pads stabilizer shoes - Anti-drift hydraulics - (Boom, Stick and E-Stick) - Cat Cushion Swing(tm) system - Bucket level indicator - Lift cylinder brace - Return-to-dig (auto bucket Positioner) - Self-leveling loader with single lever - control - Transmission neutralizer switch - Single Tilt Loader

**POWERTRAIN** - Cat C4.4, 86kW (Net 108 HP/81kW) - Direct Injection Turbo Charged Engine, - with ACERT technology. - US EPA Tier4 Final Emissions Compliant with Selective Catalytic Reduction(SCR) - Water separator with service indicator - Thermal starting aid system - Eco mode - A dry-type axial seal air cleaner with - integral Precleaner, automatic dust ejection system and filter condition indicator - Hydraulically boosted multi-plate wet - disk brake with dual pedals and interlock - Differential lock - Drive-line parking brake - High Ambient Cooling Package - Torque converter - Transmission--four speed synchro mesh with power shuttle and neutral safety switch - Spin-on fuel, engine oil and transmission oil filters - Outboard planetary rear axles - Open Circuit Breather

**HYDRAULICS** - Load sensing, variable flow system with 43 GPM axial piston pump - 6 micron hydraulic filter - O-ring face seal hydraulic fittings - Caterpillar XT-3 hose - Hydraulic oil cooler - Pilot control shutoff switch - PPPC, Flow-sharing hydraulic valves - Hydraulic suction strainer - 12 volt electrical start

**ELECTRICAL** - 12 volt electrical start - 150 ampere alternator - Horn and Backup Alarm - Hazard flashers/turn signals - Halogen head lights (4) - Halogen rear flood lights (4) - Stop and tail lights - Audible system fault alarm - Key start/stop system - 880 CCA maintenance free battery - Battery disconnect switch - External/internal power receptacles (12v) - Diagnostic ports for engine and machine - Electronic Control Modules - Remote jump start connector

**OPERATOR ENVIRONMENT** - Lighted gauge group - Interior rearview mirror - Rear fenders - ROPS canopy - 2-inch retractable seat belt - Tilt steering column - Steering knob - Hand and foot throttle - Automatic Engine Speed Control - One Touch Low Idle - Floor mat and Coat Strap - Lockable storage area - Air suspension seat

**OTHER STANDARD EQUIPMENT** - Hydrostatic power steering - Standard Storage Box - Transport tie-downs - Ground line fill fuel tank with 44 gallon capacity - Ground line fill diesel exhaust fluid - tank with 5 gallon capacity - Rubber impact strips on radiator guards - Bumper - CD-ROM Parts Manual - Backhoe Safety Manual - Operations and Maintenance Manual - Lockable hood - Tire Valve Stem Protection - Long Life Coolant -30C (-20F) - Padlocks (2 on ST, 3 on IT)



**MACHINE SPECIFICATIONS**

| Description                        | Reference No | List Price   |
|------------------------------------|--------------|--------------|
| 430F2 BHL ST, TIER 4, HRC          | 450-8452     | \$101,440.00 |
| PLATE GROUP - BOOM WEAR            | 270-3204     | \$203.00     |
| COUNTERWEIGHT, 1015 LBS            | 337-9696     | \$1,725.00   |
| TIRES, 12.5 80/19.5L-24, GY        | 379-2161     | \$1,450.00   |
| SECURITY SYSTEM, KEYPAD            | 387-6570     | \$486.00     |
| RADIO & CD PLAYER, BLUETOOTH       | 387-6598     | \$695.00     |
| FAN, DELUXE CAB                    | 387-6682     | \$225.00     |
| RIDE CONTROL                       | 398-2681     | \$1,455.00   |
| LINES, COMBINED AUX, E-STICK       | 398-2855     | \$3,415.00   |
| COLD WEATHER PACKAGE, 120V HRC     | 398-2882     | \$760.00     |
| SEAT, DELUXE FABRIC                | 433-4806     | \$900.00     |
| PRODUCT LINK, CELLULAR, PL641J     | 447-0049     | \$1,208.00   |
| HYDRAULICS, MP, 6FCM/8BNK, IT      | 450-8533     | \$2,695.00   |
| LINES, HYD COUPLER 16FT E-STICK    | 450-8580     | \$2,324.00   |
| PT, 4WD, AUTOSHIFT                 | 450-8616     | \$13,010.00  |
| CAB, DELUXE                        | 450-8683     | \$8,200.00   |
| AIR CONDITIONER, T4                | 450-8715     | \$2,330.00   |
| STICK, EXTENDABLE, 16FT            | 450-8732     | \$2,324.00   |
| ENGINE, 86KW, C4.4 ACERT, T4F      | 450-8761     | \$6,900.00   |
| COUPLING, QD, THREADED WITH CAPS   | 456-3390     | \$363.00     |
| STABILIZER PADS, FLIP-OVER         | 9R-6007      | \$327.00     |
| RUST PREVENTATIVE APPLICATOR       | 0G-3273      | \$106.00     |
| SHIPPING/STORAGE PROTECTION        | 0P-2266      | \$200.00     |
| BELT, SEAT, 2" SUSPENSION          | 206-1747     | INCLUDED     |
| INSTRUCTIONS, ANSI                 | 430-9944     | INCLUDED     |
| PACK, DOMESTIC TRUCK               | 0P-0210      | INCLUDED     |
| LANE 2 ORDER                       | 0P-9002      | INCLUDED     |
| SERIALIZED TECHNICAL MEDIA KIT     | 421-8926     | INCLUDED     |
| BUCKET-GP, 1.5 CYD                 | 337-7401     | \$4,061.00   |
| CUTTING EDGE, TWO PIECE, WIDE      | 9R-5320      | \$329.00     |
| BUCKET-HD, 24", 7.3 CFT PL         | 247-1950     | \$1,810.00   |
| BUCKET, 48" 0.44 CYD (DCQ)         | 275-8776     | \$2,860.00   |
| WAIN ROY SWINGER COUPLER FOR 430F2 | 1022366      | \$4,568.00   |
| WAIN ROY SWINGER LOCK OUT KIT      | 108621       | \$211.00     |





# Cat®

## 430F2/430F2 IT

### BACKHOE LOADER

The Cat® 430F2 and 430F2 IT Backhoe Loaders deliver performance, increased fuel efficiency, superior hydraulic system, versatility and an all new operator station. The 430F2 and 430F2 IT feature the following:

- **Ergonomic Operator Station** – Ample legroom inside the cab makes rotating the seat simple. The air suspension seat provides comfort to the operator while roading. New backhoe control pods allow for unlimited adjustability.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Machine Performance** – The Cat C4.4 ACERT™ engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage IV emission standards by utilizing Selective Catalytic Reduction technology with a diesel oxidation catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – A broad range of performance matched Cat Work Tools make the Cat Backhoe Loader the most versatile machine on the job site. All Backhoe Loaders have standard thumb ready sticks. The Integrated Tool Carrier (IT Loader) provides versatility and allows quick connection to a variety of Cat Work Tools.
- **Dual Lock Coupler** – Cat dual lock coupler is available from the factory with either mechanical or hydraulic operation. The coupler makes work tool changes quick and easy.

## Specifications

### Engine

| Engine Model                | Cat C4.4 ACERT |                     |
|-----------------------------|----------------|---------------------|
| Gross Power                 |                |                     |
| SAE J1995                   | 87 kW          | 117 hp              |
| ISO 14396                   | 86 kW          | 115 hp              |
| Rated Net Power @ 2,200 rpm |                |                     |
| SAE J1349                   | 80 kW          | 108 hp              |
| ISO 9249                    | 81 kW          | 109 hp              |
| EEC 80/1269                 | 81 kW          | 109 hp              |
| Net Peak Power @ 1,800 rpm  |                |                     |
| SAE J1349                   | 82 kW          | 110 hp              |
| ISO 9249                    | 83 kW          | 111 hp              |
| EEC 80/1269                 | 83 kW          | 111 hp              |
| Bore                        | 105 mm         | 4.13 in             |
| Stroke                      | 127 mm         | 5 in                |
| Displacement                | 4.4 L          | 268 in <sup>3</sup> |
| Net Torque Rise @ 1,400 rpm | 39%            |                     |
| SAE J1349                   | 488 N-m        | 360 lbf-ft          |

\* Engine meets Tier 4 Final/Stage IV emission standards.

### Weights\*

|                                                                               |           |           |
|-------------------------------------------------------------------------------|-----------|-----------|
| Operating Weight – Nominal                                                    | 8330 kg   | 18,364 lb |
| Operating Weight – Maximum                                                    | 11 000 kg | 24,251 lb |
| Cab, ROPS/FOPS                                                                | 163 kg    | 359 lb    |
| AutoShift Transmission                                                        | 238 kg    | 525 lb    |
| Ride Control                                                                  | 14 kg     | 31 lb     |
| Air Conditioning                                                              | 42 kg     | 93 lb     |
| MP Bucket (0.96 m <sup>3</sup> /1.25 yd <sup>3</sup> )<br>(no forks or teeth) | 745 kg    | 1,642 lb  |
| Loader, IT with Quick Coupler                                                 | 317 kg    | 699 lb    |
| Extendible Stick                                                              | 305 kg    | 673 lb    |
| Counterweights (Option 1)                                                     | 115 kg    | 255 lb    |
| Counterweights (Option 2)                                                     | 240 kg    | 530 lb    |
| Counterweights (Option 3)                                                     | 460 kg    | 1,015 lb  |

\*Specifications shown are for machine equipped with 1.0 m<sup>3</sup> (1.31 yd<sup>3</sup>) general purpose loader bucket, 610 mm (24 in) standard duty backhoe bucket, 460 kg (1,015 lb) counterweight, all wheel drive, 80 kg (176 lb) operator and full fuel tank.



# 430F2/430F2 IT Backhoe Loader

## Transmission

### Power Shuttle Transmission – Standard

|               |          |         |
|---------------|----------|---------|
| Forward – 1st | 5.4 km/h | 3.4 mph |
| 2nd           | 9.0 km/h | 5.6 mph |
| 3rd           | 21 km/h  | 13 mph  |
| 4th           | 40 km/h  | 25 mph  |
| Reverse – 1st | 5.4 km/h | 3.4 mph |
| 2nd           | 9.0 km/h | 5.6 mph |
| 3rd           | 21 km/h  | 13 mph  |
| 4th           | 40 km/h  | 25 mph  |

### AutoShift Transmission – Optional

### AutoShift Transmission with Lock-Up Torque Converter – Optional

|               |          |         |          |         |
|---------------|----------|---------|----------|---------|
| Forward – 1st | 5.8 km/h | 3.6 mph | 5.8 km/h | 3.6 mph |
| 2nd           | 9.3 km/h | 5.7 mph | 9.3 km/h | 5.7 mph |
| 3rd           | 12 km/h  | 8 mph   | 12 km/h  | 8 mph   |
| 4th           | 19 km/h  | 12 mph  | 19 km/h  | 12 mph  |
| 5th           | 26 km/h  | 16 mph  | 23 km/h  | 14 mph  |
| 5th LUC       | —        | —       | 25 km/h  | 15 mph  |
| 6th           | 40 km/h  | 25 mph  | 40 km/h  | 25 mph  |
| Reverse – 1st | 5.8 km/h | 3.6 mph | 5.8 km/h | 3.6 mph |
| 2nd           | 12 km/h  | 7.6 mph | 12 km/h  | 7.6 mph |
| 3rd           | 28 km/h  | 17 mph  | 28 km/h  | 17 mph  |

## Axle Ratings

### Front Axle, 2WD

|         |           |           |
|---------|-----------|-----------|
| Static  | 22 964 kg | 50,582 lb |
| Dynamic | 9186 kg   | 20,233 lb |

### Front Axle, 4WD

|         |           |           |
|---------|-----------|-----------|
| Static  | 22 964 kg | 50,582 lb |
| Dynamic | 9186 kg   | 20,233 lb |

### Rear Axle

|         |           |           |
|---------|-----------|-----------|
| Static  | 22 964 kg | 50,582 lb |
| Dynamic | 9186 kg   | 20,233 lb |

## Hydraulic System

|                           |                             |            |
|---------------------------|-----------------------------|------------|
| Type                      | Closed Center               |            |
| Pump Type                 | Variable Flow, Axial Piston |            |
| Pump Capacity @ 2,200 rpm | 163 L/min                   | 43 gal/min |
| System Pressure – Backhoe | 25 000 kPa                  | 3,600 psi  |
| System Pressure – Loader  | 25 000 kPa                  | 3,600 psi  |

## Steering

|                                                   |             |        |
|---------------------------------------------------|-------------|--------|
| Type                                              | Front Wheel |        |
| Power Steering                                    | Hydrostatic |        |
| Bore                                              | 65 mm       | 2.6 in |
| Stroke                                            | 120 mm      | 4.7 in |
| Rod Diameter                                      | 36 mm       | 1.4 in |
| Axle Oscillation                                  | 11°         |        |
| Turning Circle – 2WD/4WD (inner wheel not braked) |             |        |
| Outside, Front Wheels                             | 8.18 m      | 26'10" |
| Outside, Widest Loading Bucket                    | 10.97 m     | 36'0"  |

## Service Refill Capacities

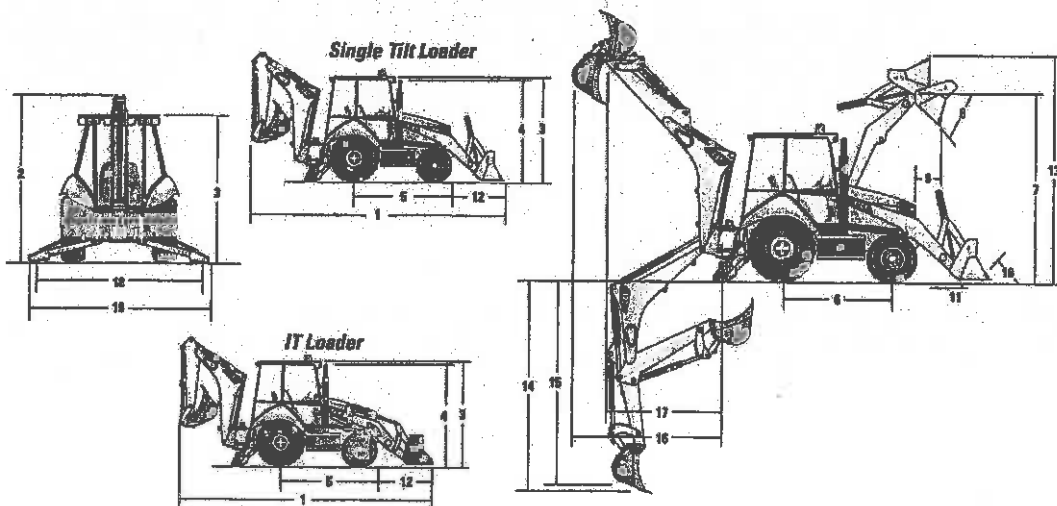
|                                      |        |          |
|--------------------------------------|--------|----------|
| Cooling System with Air Conditioning | 22.5 L | 5.9 gal  |
| Fuel Tank                            | 160 L  | 42 gal   |
| Diesel Exhaust Fluid                 | 19 L   | 5.0 gal  |
| Engine Oil with Filter               | 8.8 L  | 2.3 gal  |
| Transmission – Power Shuttle         |        |          |
| 4WD                                  | 15.0 L | 4.0 gal  |
| Transmission – AutoShift             |        |          |
| 4WD                                  | 18.0 L | 4.8 gal  |
| Rear Axle                            | 16.5 L | 4.4 gal  |
| Planetaries                          | 1.7 L  | 0.4 gal  |
| Front Axle (4WD)                     | 11.0 L | 2.9 gal  |
| Planetaries                          | 0.7 L  | 0.2 gal  |
| Hydraulic System                     | 95.0 L | 25.1 gal |
| Hydraulic Tank                       | 40.0 L | 10.6 gal |

- Requires ultra-low sulfur fuel <math>\leq 15</math> ppm fuel sulfur

## Tires

Choices listed as combination of front/rear tires:

- 12.5/80-18 (12 ply) 1-3/19.5L-24 (12 ply) ATU
- 12.5/80-18 NHS (12 ply) 1-3/21L-24 (16 ply) R4 ATU
- 340/80R 18/19.5L-24 (12 ply) R4 ATU
- 340/80R 18/500/70R 24 RT



## Dimensions

|                                                      | Single Tilt Loader                          |        |                                             |        | IT Loader with Quick Coupler                |        |                                             |        |
|------------------------------------------------------|---------------------------------------------|--------|---------------------------------------------|--------|---------------------------------------------|--------|---------------------------------------------|--------|
|                                                      | 0.96 m <sup>3</sup> (1.25 yd <sup>3</sup> ) |        | 1.00 m <sup>3</sup> (1.31 yd <sup>3</sup> ) |        | 0.96 m <sup>3</sup> (1.25 yd <sup>3</sup> ) |        | 1.00 m <sup>3</sup> (1.31 yd <sup>3</sup> ) |        |
|                                                      | GP Bucket                                   |        | MP Bucket                                   |        | GP Bucket                                   |        | MP Bucket                                   |        |
| 1 Overall Length (Loader on Ground) – Standard Stick | 7282 mm                                     | 23'11" | 7200 mm                                     | 23'7"  | 7430 mm                                     | 24'5"  | 7338 mm                                     | 24'1"  |
| Overall Length (Loader on Ground) – Extendible Stick | 7298 mm                                     | 23'11" | 7216 mm                                     | 23'8"  | 7446 mm                                     | 24'5"  | 7354 mm                                     | 24'2"  |
| Overall Transport Length – Standard Stick            | 7310 mm                                     | 24'0"  | 7274 mm                                     | 23'10" | 7423 mm                                     | 24'4"  | 7352 mm                                     | 24'1"  |
| Overall Transport Length – Extendible Stick          | 7327 mm                                     | 24'0"  | 7290 mm                                     | 23'11" | 7440 mm                                     | 24'5"  | 7369 mm                                     | 24'2"  |
| 2 Overall Transport Height – Standard Stick          | 3577 mm                                     | 11'9"  | 3577 mm                                     | 11'9"  | 3577 mm                                     | 11'9"  | 3577 mm                                     | 11'9"  |
| Overall Transport Height – Extendible Stick          | 3631 mm                                     | 11'11" | 3631 mm                                     | 11'11" | 3631 mm                                     | 11'11" | 3631 mm                                     | 11'11" |
| Overall Width                                        | 2322 mm                                     | 7'7"   | 2322 mm                                     | 7'7"   | 2322 mm                                     | 7'7"   | 2322 mm                                     | 7'7"   |
| 3 Height to Top of Cab/Canopy                        | 2819 mm                                     | 9'3"   | 2819 mm                                     | 9'3"   | 2819 mm                                     | 9'3"   | 2819 mm                                     | 9'3"   |
| 4 Height to Top of Exhaust Stack                     | 2744 mm                                     | 9'0"   | 2744 mm                                     | 9'0"   | 2744 mm                                     | 9'0"   | 2744 mm                                     | 9'0"   |
| Height to Loader Hinge Pin (Transport)               | 381 mm                                      | 1'3"   | 432 mm                                      | 1'5"   | 396 mm                                      | 1'4"   | 386 mm                                      | 1'3"   |
| Ground Clearance (minimum)                           | 294 mm                                      | 1'0"   | 294 mm                                      | 1'0"   | 294 mm                                      | 1'0"   | 294 mm                                      | 1'0"   |
| 5 Rear Axle Centerline to Front Grill                | 2705 mm                                     | 8'10"  | 2705 mm                                     | 8'10"  | 2705 mm                                     | 8'10"  | 2705 mm                                     | 8'10"  |
| Front Wheel Tread Gauge                              | 1895 mm                                     | 6'3"   | 1895 mm                                     | 6'3"   | 1895 mm                                     | 6'3"   | 1895 mm                                     | 6'3"   |
| Rear Wheel Tread Gauge                               | 1714 mm                                     | 5'7"   | 1714 mm                                     | 5'7"   | 1714 mm                                     | 5'7"   | 1714 mm                                     | 5'7"   |
| 6 Wheelbase 2WD/4WD                                  | 2200 mm                                     | 7'3"   | 2200 mm                                     | 7'3"   | 2200 mm                                     | 7'3"   | 2200 mm                                     | 7'3"   |

## Loader Bucket Dimensions and Performance

|                                                 | Single Tilt Loader                          |                      |                                             |                      | IT Loader with Quick Coupler                |                      |                                             |                      |
|-------------------------------------------------|---------------------------------------------|----------------------|---------------------------------------------|----------------------|---------------------------------------------|----------------------|---------------------------------------------|----------------------|
|                                                 | 0.96 m <sup>3</sup> (1.25 yd <sup>3</sup> ) |                      | 1.00 m <sup>3</sup> (1.31 yd <sup>3</sup> ) |                      | 0.96 m <sup>3</sup> (1.25 yd <sup>3</sup> ) |                      | 1.00 m <sup>3</sup> (1.31 yd <sup>3</sup> ) |                      |
|                                                 | GP Bucket                                   |                      | MP Bucket                                   |                      | GP Bucket                                   |                      | MP Bucket                                   |                      |
| Capacity (SAE Rated)                            | 0.96 m <sup>3</sup>                         | 1.25 yd <sup>3</sup> | 1.0 m <sup>3</sup>                          | 1.31 yd <sup>3</sup> | 0.96 m <sup>3</sup>                         | 1.25 yd <sup>3</sup> | 1.0 m <sup>3</sup>                          | 1.31 yd <sup>3</sup> |
| Overall Bucket Width                            | 2262 mm                                     | 89 in                | 2279 mm                                     | 90 in                | 2262 mm                                     | 89 in                | 2279 mm                                     | 90 in                |
| Lift Capacity at Maximum Height                 | 3283 kg                                     | 7,237 lb             | 3097 kg                                     | 6,828 lb             | 3716 kg                                     | 8,193 lb             | 3448 kg                                     | 7,601 lb             |
| Lift Breakout Force                             | 49,809 N                                    | 11,197 lbf           | 49,019 N                                    | 11,020 lbf           | 51,085 N                                    | 11,484 lbf           | 49,452 N                                    | 11,117 lbf           |
| Tilt Breakout Force                             | 50,190 N                                    | 11,283 lbf           | 57,655 N                                    | 12,938 lbf           | 46,286 N                                    | 10,405 lbf           | 50,349 N                                    | 11,318 lbf           |
| Tipping Load at Breakout Point                  | 6914 kg                                     | 15,243 lb            | 7011 kg                                     | 15,456 lb            | 6218 kg                                     | 13,709 lb            | 6309 kg                                     | 13,909 lb            |
| 7 Maximum Hinge Pin Height                      | 3474 mm                                     | 11'5"                | 3474 mm                                     | 11'5"                | 3490 mm                                     | 11'5"                | 3490 mm                                     | 11'5"                |
| 8 Dump Angle at Full Height                     | 44°                                         |                      | 44°                                         |                      | 44°                                         |                      | 44°                                         |                      |
| Dump Height at Maximum Angle                    | 2746 mm                                     | 9'0"                 | 2798 mm                                     | 9'2"                 | 2679 mm                                     | 8'9"                 | 2745 mm                                     | 9'0"                 |
| 9 Dump Reach at Maximum Angle                   | 808 mm                                      | 2'8"                 | 716 mm                                      | 2'4"                 | 869 mm                                      | 2'10"                | 814 mm                                      | 2'8"                 |
| 10 Maximum Bucket Rollback at Ground Level      | 37°                                         |                      | 38°                                         |                      | 40°                                         |                      | 39°                                         |                      |
| 11 Digging Depth                                | 83 mm                                       | 3"                   | 110 mm                                      | 4"                   | 105 mm                                      | 4"                   | 95 mm                                       | 4"                   |
| Maximum Grading Angle                           | 112°                                        |                      | 116°                                        |                      | 110°                                        |                      | 112°                                        |                      |
| Width of Dozer Cutting Edge                     | N/A                                         |                      | 2262 mm                                     | 7'5"                 | N/A                                         |                      | 2262 mm                                     | 7'5"                 |
| 12 Grill to Bucket Cutting Edge, Carry Position | 1487 mm                                     | 4'11"                | 1451 mm                                     | 4'9"                 | 1600 mm                                     | 5'3"                 | 1529 mm                                     | 5'0"                 |
| 13 Maximum Operating Height                     | 4355 mm                                     | 14'3"                | 4404 mm                                     | 14'5"                | 4407 mm                                     | 14'6"                | 4480 mm                                     | 14'8"                |
| Jaw Opening Maximum                             | N/A                                         |                      | 790 mm                                      | 2'7"                 | N/A                                         |                      | 790 mm                                      | 2'7"                 |
| Bucket Jaw Clamping Force                       | N/A                                         |                      | 55,700 N                                    | 12,521 lbf           | N/A                                         |                      | 55,700 N                                    | 12,521 lbf           |
| Weight (does not include teeth or forks)        | 451 kg                                      | 994 lb               | 745 kg                                      | 1,642 lb             | 447 kg                                      | 985 lb               | 724 kg                                      | 1,596 lb             |

## Backhoe Dimensions and Performance

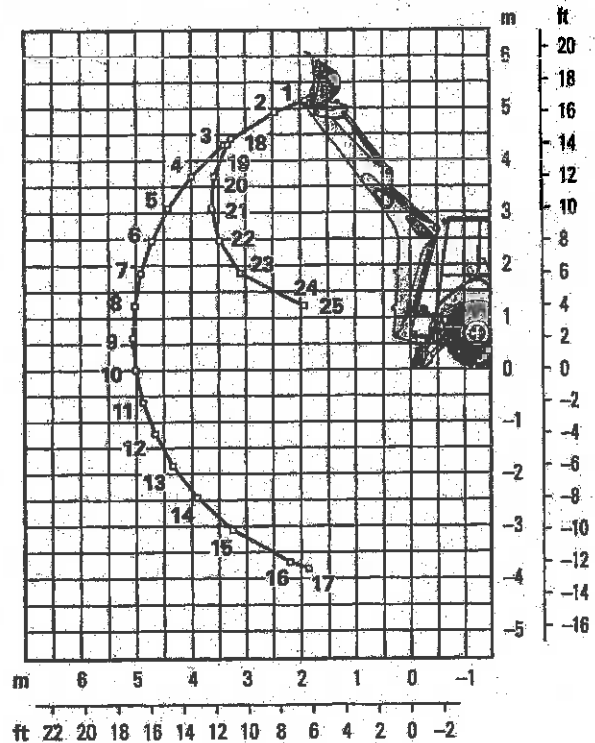
|                                                   | Standard Stick |            | E-Stick Retracted |            | E-Stick Extended |            |
|---------------------------------------------------|----------------|------------|-------------------|------------|------------------|------------|
|                                                   |                |            |                   |            |                  |            |
| 14 Digging Depth, SAE (max.)                      | 4886 mm        | 15'4"      | 4795 mm           | 15'9"      | 5935 mm          | 19'6"      |
| 15 Digging Depth, 610 mm (2 ft) Flat Bottom       | 4660 mm        | 15'3"      | 4766 mm           | 15'8"      | 5986 mm          | 19'5"      |
| Reach from Rear Axle Centerline at Ground Line    | 7133 mm        | 23'6"      | 7227 mm           | 23'10"     | 8316 mm          | 27'5"      |
| 16 Reach from Swing Pivot at Ground Line          | 6043 mm        | 19'10"     | 6137 mm           | 20'2"      | 7226 mm          | 23'9"      |
| Maximum Operating Height                          | 6007 mm        | 19'9"      | 6075 mm           | 20'0"      | 6958 mm          | 22'11"     |
| Loading Height                                    | 3961 mm        | 13'0"      | 3921 mm           | 12'10"     | 4533 mm          | 14'10"     |
| 17 Loading Reach                                  | 1855 mm        | 6'1"       | 2022 mm           | 6'8"       | 3003 mm          | 9'10"      |
| Swing Arc                                         | 180°           |            | 180°              |            | 180°             |            |
| Bucket Rotation                                   | 205°           |            | 205°              |            | 205°             |            |
| 18 Stabilizer Spread, Operating Position (center) | 3310 mm        | 10'10"     | 3310 mm           | 10'10"     | 3310 mm          | 10'10"     |
| Stabilizer Spread, Operating Position (outside)   | 3770 mm        | 12'4"      | 3770 mm           | 12'4"      | 3770 mm          | 12'4"      |
| Stabilizer Spread, Transport Position             | 2322 mm        | 7'7"       | 2322 mm           | 7'7"       | 2322 mm          | 7'7"       |
| Bucket Dig Force                                  | 71,864 N       | 16,156 lbf | 70,870 N          | 15,932 lbf | 70,870 N         | 15,932 lbf |
| Stick Dig Force                                   | 44,778 N       | 10,067 lbf | 43,841 N          | 9,856 lbf  | 32,414 N         | 7,285 lbf  |

# 430F2/430F2 IT Backhoe Loader

## Backhoe Lift Capacity

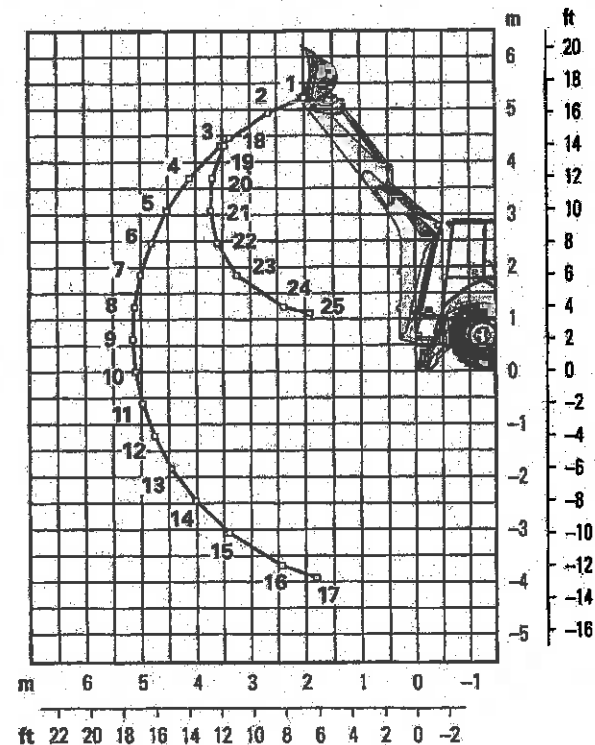
### Cat 430F2/430F2 IT Standard Stick

| Boom Lifting  | kg   | lb     |
|---------------|------|--------|
| 1             | 1508 | 3,318  |
| 2             | 1782 | 3,921  |
| 3             | 1936 | 4,258  |
| 4             | 1925 | 4,238  |
| 5             | 1878 | 4,131  |
| 6             | 1819 | 4,001  |
| 7             | 1757 | 3,866  |
| 8             | 1698 | 3,735  |
| 9             | 1641 | 3,610  |
| 10            | 1588 | 3,493  |
| 11            | 1539 | 3,387  |
| 12            | 1496 | 3,291  |
| 13            | 1459 | 3,211  |
| 14            | 1432 | 3,151  |
| 15            | 1425 | 3,136  |
| 16            | 1503 | 3,307  |
| 17            | 1573 | 3,461  |
| Stick Lifting | kg   | lb     |
| 18            | 2453 | 5,397  |
| 19            | 2636 | 5,800  |
| 20            | 2830 | 6,226  |
| 21            | 2773 | 6,100  |
| 22            | 2906 | 6,394  |
| 23            | 3367 | 7,408  |
| 24            | 6152 | 13,535 |
| 25            | 6240 | 13,728 |



### Cat 430F2/430F2 IT Extendible Stick - Retracted

| Boom Lifting  | kg   | lb     |
|---------------|------|--------|
| 1             | 1250 | 2,751  |
| 2             | 1541 | 3,391  |
| 3             | 1663 | 3,659  |
| 4             | 1654 | 3,639  |
| 5             | 1610 | 3,542  |
| 6             | 1555 | 3,421  |
| 7             | 1497 | 3,294  |
| 8             | 1441 | 3,169  |
| 9             | 1386 | 3,049  |
| 10            | 1335 | 2,936  |
| 11            | 1287 | 2,832  |
| 12            | 1244 | 2,738  |
| 13            | 1207 | 2,656  |
| 14            | 1178 | 2,593  |
| 15            | 1166 | 2,565  |
| 16            | 1211 | 2,665  |
| 17            | 1316 | 2,896  |
| Stick Lifting | kg   | lb     |
| 18            | 2158 | 4,747  |
| 19            | 2367 | 5,208  |
| 20            | 2538 | 5,583  |
| 21            | 2486 | 5,469  |
| 22            | 2599 | 5,719  |
| 23            | 2979 | 6,553  |
| 24            | 4516 | 9,934  |
| 25            | 6083 | 13,382 |

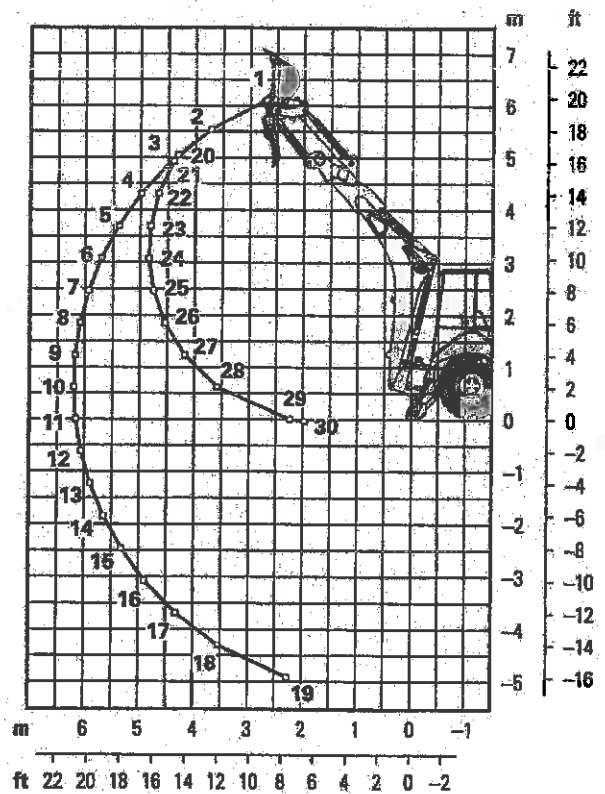


Lift Capacities are over-end values. Machine equipped with 4WD, OROPS, 0.96 m<sup>3</sup> (1.25 yd<sup>3</sup>) general purpose bucket, and no counterweight. Extendible stick includes 460 kg (1,015 lb) counterweight.

## Backhoe Lift Capacity

### Cat 430F2/430F2 IT Extendible Stick – Extended

| Boom Lifting  | kg   | lb     |
|---------------|------|--------|
| 1             | 679  | 1,493  |
| 2             | 1017 | 2,237  |
| 3             | 1124 | 2,474  |
| 4             | 1158 | 2,547  |
| 5             | 1167 | 2,553  |
| 6             | 1149 | 2,527  |
| 7             | 1129 | 2,484  |
| 8             | 1106 | 2,433  |
| 9             | 1081 | 2,378  |
| 10            | 1056 | 2,323  |
| 11            | 1032 | 2,270  |
| 12            | 1009 | 2,220  |
| 13            | 989  | 2,176  |
| 14            | 972  | 2,138  |
| 15            | 959  | 2,111  |
| 16            | 954  | 2,100  |
| 17            | 963  | 2,119  |
| 18            | 1005 | 2,210  |
| 19            | 1211 | 2,663  |
| Stick Lifting | kg   | lb     |
| 20            | 1197 | 2,633  |
| 21            | 1277 | 2,810  |
| 22            | 1565 | 3,444  |
| 23            | 1735 | 3,817  |
| 24            | 1715 | 3,774  |
| 25            | 1753 | 3,856  |
| 26            | 1860 | 4,092  |
| 27            | 2079 | 4,575  |
| 28            | 2563 | 5,638  |
| 29            | 4910 | 10,802 |
| 30            | 5883 | 12,943 |



Lift Capacities are over-end values. Machine equipped with 4WD, OROPS, 0.96 m<sup>3</sup> (1.25 yd<sup>3</sup>) general purpose bucket, and no counterweight. Extendible stick includes 460 kg (1,015 lb) counterweight.

# 430F2/430F2 IT Backhoe Loader

## Counterweights (Minimum Counterweight Recommendations)

### Standard Stick

| Loader Bucket         | Power Train | Single-Tilt      |                  | IT Loader w/QC   |    |
|-----------------------|-------------|------------------|------------------|------------------|----|
|                       |             | kg               | lb               | kg               | lb |
| GP                    | 4WD         | 240              | 530              | no counterweight |    |
| MP                    | 4WD         | no counterweight | no counterweight |                  |    |
| Forks                 | 4WD         | N/A              | N/A              | no counterweight |    |
| Material Handling Arm | 4WD         | N/A              | N/A              | no counterweight |    |

### Extendible Stick

| Loader Bucket         | Power Train | Single-Tilt |       | IT Loader w/QC   |     |
|-----------------------|-------------|-------------|-------|------------------|-----|
|                       |             | kg          | lb    | kg               | lb  |
| GP                    | 4WD         | 460         | 1,015 | 240              | 530 |
| MP                    | 4WD         | 240         | 530   | no counterweight |     |
| Forks                 | 4WD         | N/A         | N/A   | 240              | 530 |
| Material Handling Arm | 4WD         | N/A         | N/A   | 240              | 530 |

## Backhoe Buckets (With weld on adapters and pin-on teeth)

### Standard Duty

| Width |    | Rated Capacity |                 | Weight |     | No. of Teeth |
|-------|----|----------------|-----------------|--------|-----|--------------|
| mm    | in | L              | ft <sup>3</sup> | kg     | lb  |              |
| 305   | 12 | 80             | 2.8             | 111    | 245 | 3            |
| 457   | 18 | 120            | 4.2             | 122    | 268 | 4            |
| 610   | 24 | 180            | 6.4             | 141    | 311 | 5            |
| 762   | 30 | 230            | 8.1             | 157    | 345 | 5            |
| 914   | 36 | 290            | 10.2            | 176    | 388 | 6            |

### Coral

| Width |    | Rated Capacity |                 | Weight |     | No. of Teeth |
|-------|----|----------------|-----------------|--------|-----|--------------|
| mm    | in | L              | ft <sup>3</sup> | kg     | lb  |              |
| 305   | 12 | 60             | 2.1             | 134    | 295 | 4            |
| 457   | 18 | 100            | 3.5             | 155    | 341 | 6            |
| 610   | 24 | 140            | 4.9             | 182    | 402 | 8            |
| 762   | 30 | 190            | 6.7             | 210    | 463 | 10           |

### Heavy Duty

| Width |    | Rated Capacity |                 | Weight |     | No. of Teeth |
|-------|----|----------------|-----------------|--------|-----|--------------|
| mm    | in | L              | ft <sup>3</sup> | kg     | lb  |              |
| 305   | 12 | 80             | 2.8             | 121    | 266 | 3            |
| 406   | 16 | 110            | 3.9             | 128    | 282 | 3            |
| 457   | 18 | 120            | 4.2             | 135    | 299 | 4            |
| 610   | 24 | 180            | 6.4             | 151    | 333 | 5            |
| 762   | 30 | 230            | 8.1             | 177    | 391 | 5            |
| 914   | 36 | 290            | 10.2            | 201    | 443 | 6            |

### Heavy Duty - Pin Lock

| Width |    | Rated Capacity |                 | Weight |     | No. of Teeth |
|-------|----|----------------|-----------------|--------|-----|--------------|
| mm    | in | L              | ft <sup>3</sup> | kg     | lb  |              |
| 305   | 12 | 96             | 3.4             | 113    | 249 | 3            |
| 406   | 16 | 123            | 4.3             | 131    | 288 | 3            |
| 457   | 18 | 139            | 4.9             | 139    | 307 | 4            |
| 610   | 24 | 207            | 7.3             | 168    | 370 | 5            |
| 762   | 30 | 275            | 9.7             | 194    | 428 | 5            |
| 914   | 36 | 345            | 12.2            | 224    | 494 | 6            |

### Soil Excavation

| Width |    | Rated Capacity |                 | Weight |     | No. of Teeth |
|-------|----|----------------|-----------------|--------|-----|--------------|
| mm    | in | L              | ft <sup>3</sup> | kg     | lb  |              |
| 457   | 18 | 180            | 6.4             | 155    | 341 | 4            |
| 610   | 24 | 240            | 8.5             | 182    | 402 | 5            |
| 762   | 30 | 320            | 11.3            | 206    | 454 | 5            |
| 914   | 36 | 380            | 13.4            | 233    | 513 | 6            |

### High Capacity - Pin Lock

| Width |    | Rated Capacity |                 | Weight |     | No. of Teeth |
|-------|----|----------------|-----------------|--------|-----|--------------|
| mm    | in | L              | ft <sup>3</sup> | kg     | lb  |              |
| 305   | 12 | 96             | 4.6             | 113    | 267 | 3            |
| 406   | 16 | 123            | 5.6             | 131    | 327 | 3            |
| 457   | 18 | 139            | 6.5             | 139    | 346 | 4            |
| 610   | 24 | 207            | 9.6             | 168    | 414 | 5            |
| 762   | 30 | 275            | 12.9            | 194    | 475 | 5            |
| 914   | 36 | 345            | 16.2            | 224    | 543 | 6            |

### Heavy Duty Rock

| Width |    | Rated Capacity |                 | Weight |     | No. of Teeth |
|-------|----|----------------|-----------------|--------|-----|--------------|
| mm    | in | L              | ft <sup>3</sup> | kg     | lb  |              |
| 305   | 12 | 70             | 2.5             | 127    | 279 | 3            |
| 457   | 18 | 130            | 4.6             | 146    | 322 | 4            |
| 610   | 24 | 200            | 7.1             | 174    | 384 | 5            |
| 762   | 30 | 270            | 9.5             | 197    | 434 | 5            |
| 914   | 36 | 330            | 11.7            | 224    | 493 | 6            |

## STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 880 CCA
- Battery disconnect switch
- Battery remote jumpstart
- Boom transport lock
- Brace, lift cylinder
- Brake, secondary parking
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C4.4 ACERT (Direct Injection Turbocharged), meets Tier 4 Final/Stage IV emission standards, selective catalytic reduction, diesel oxidation catalyst (DOC)
- Engine enclosure, sound suppression removal panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Fuel tank, fully enclosed
- Four Wheel Drive
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic valve, hydrostatic steering
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 5 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Joystick controls: pilot operated, excavator-style with pattern changer
- Key start/stop system
- LCD screen: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Lights, working (4 front, 4 rear)
- Loader, self-leveling, return-to-dig and transmission disconnect switch
- Loader, single tilt
- Mirror, rearview
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 12 volt, 2 internal, 1 external
- Power steering, hydrostatic
- Radio ready cab
- Seat belt, retractable, 51 mm (2 in)
- Socket, two roof
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, fabric or vinyl cover, with armrest
- Starting system, glow plugs
- Steering, hydrostatic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tilt steering wheel
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, four speed, syncromesh
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

# 430F2/430F2 IT Backhoe Loader

## OPTIONAL EQUIPMENT

- Battery, additional, 380 CCA
- Cab, deluxe
- Cold weather fuel (-30° C/-22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (-30° C/-22° F) and mounting for an ether bottle
- Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Hydraulic valves, loader with auxiliary roller thumb control (3rd valve for GP, MP or Quick Coupler)
- Hydraulic valves, backhoe 6 function
- Hydraulic lines, combined function auxiliary
- Loader, IT with Quick Coupler and pilot loader control
- Product Link™, satellite, PL631E
- Product Link, cellular, PL6411
- Quick Coupler, hydraulic, dual lock
- Quick Coupler, manual, dual lock
- Quick Coupler, pin lock
- Radio and CD player
- Radio and CD player, Bluetooth
- Ride Control
- Rotating beacon, magnetic mount
- Seat belt, 75 mm (3 in)
- Security system keypad
- Stabilizer pads, reversible
- Stick, extendible
- Storage box
- Transmission, AutoShift
- Transmission, AutoShift with lock-up torque converter
- Vandalism protection, gauge cover
- **Work Tool Attachments** such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

AEHQ7380 (12-14)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, SAFETY, CAT, CCM, their respective logos, "Caterpillar" Yellow, and the "Power Edge" trade dress are

**Dan Gombac**

**From:** Pete Swanson <swansonp@pattencat.com>  
**Sent:** Wednesday, September 16, 2015 11:51 AM  
**To:** Dan Gombac  
**Subject:** Re: 2016 Caterpillar Backhoe/Loader Model No 430F2 HRC Quote111527-01

We cannot "piece meal" rentals. We would need to do it all in one continuous uninterrupted rental.

You can try to sell your machine yourself if you'd like. We have customers either in state or out of state that we will sell your machine to. It's generally always "As Is."

Pete N. Swanson  
 Patten Cat  
 Machine Sales Rep.  
 (M)630-936-0626  
 (F)630-279-0121  
[swansonp@pattencat.com](mailto:swansonp@pattencat.com)

On Sep 16, 2015, at 10:58 AM, "Dan Gombac" <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)> wrote:

Pete:

If we elect to rent a hammer on a as needed basis or a daily rate is that an option?  
 Regarding the trade in value, is there info avail for comps. In other words, is there info in the industry that the used Cat is selling for \$20,000-\$40,000? Is it correct to say that Cat would take our trade in and rebuild it at a cost \$ \_\_\_\_\_ and retail as a used machine?

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

To receive important information from the City of Darien sign up for our electronic newsletter:

***DARIEN DIRECT CONNECT***

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<http://www.darien.il.us/Departments/Administration/CityNews.html>

---

**From:** Pete Swanson [<mailto:swansonp@pattencat.com>]  
**Sent:** Wednesday, September 16, 2015 10:19 AM  
**To:** Dan Gombac  
**Cc:** Kris Throm  
**Subject:** RE: 2016 Caterpillar Backhoe/Loader Model No 430F2 HRC Quote111527-01

Dan,



Regarding the year, I spoke with Kris and it did not make any difference to him. I cannot tell you what you will get. If we are able to get one thru the Cat Staging Area we will do that, chances are it will be a 2015. If we have to go to the factory, which will probably take longer, you will be getting the 2016.

There is no difference in the pricing unless you opted to order next year.

As far as the hammer situation, I have talked to a few people and we really cannot guarantee the hammer and its compatibility because of Age and it being a non-Cat hammer.

Thank you,

**Pete Swanson**  
**Machine Sales Representative**  
635 W. Lake Street | Elmhurst, IL 60126  
Cell: 630-936-0626  
[swansonp@pattencat.com](mailto:swansonp@pattencat.com) | [PattenCat.com](http://PattenCat.com)

---

**From:** Dan Gombac [<mailto:dgombac@darienil.gov>]  
**Sent:** Monday, September 14, 2015 3:41 PM  
**To:** Pete Swanson  
**Cc:** Dan Salvato; Tom Masek  
**Subject:** RE: 2016 Caterpillar Backhoe/Loader Model No 430F2 HRC Quote111527-01

Thanks only part that is left whether the machine will be a 2015 or 16

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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<http://www.darien.il.us/Departments/Administration/CityNews.html>

---

**From:** Pete Swanson [<mailto:swansonp@pattencat.com>]  
**Sent:** Monday, September 14, 2015 3:05 PM  
**To:** Dan Gombac  
**Subject:** RE: 2016 Caterpillar Backhoe/Loader Model No 430F2 HRC Quote111527-01

Dan,

The breakdown of the discount for the CAT BHL hammer quoted is as follows:

\$30,890  
-7,900  
\$22,990

**Pete Swanson**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW 2015 CATERPILLAR BACKHOE/LOADER MODEL NO 430F2 AND PATTEN CAT IN AN AMOUNT NOT TO EXCEED \$119,940.00**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to purchase one new 2015 Caterpillar Backhoe/Loader Model No 430F2 and Patten Cat in an amount not to exceed \$119,940.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Patten Industries

Quote 111527-01

2015 Caterpillar List Price

Ext Warranty

Less Gross Trade Allowance

FREIGHT, DEALER PREP & SET UP

IPA GOVERNMENTAL DISCOUNT

SALES TAX EXEMPT (0%)

After Tax Balance

140,000

50.00

04/14/15  
A 119,940.00

\*\*\*PRICING IS VALID IF THIS MACHINE DELIVERS BEFORE DECEMBER 31, 2015. WE ARE EXPECTING A CATERPILLAR PRICE INCREASE ON JANUARY 1, 2016. ACTUAL PRICE INCREASE IS EXPECTED TO BE FROM 2% TO 4% FOR THIS MODEL.

~~TRADE INS~~

| Model             | Make                   | Serial Number | Year        | Trade Allowance   |
|-------------------|------------------------|---------------|-------------|-------------------|
| <del>330DIT</del> | <del>CATERPILLAR</del> | <del></del>   | <del></del> | <del>500.00</del> |

~~INCLUDED WARRANTIES~~

Standard Warranty: 12 Months/Unlimited Hours Full Machine

Extended Warranty: 36 MO / 5000 HR POWERTRAIN & HYDRAULIC (TIER IV) (GOVERNMENTAL)

169,146.00 +

1,140.00 +

2,900.00 +

F.O.B./TERMS

City of Darien Yard

**COST** 119,940.00 \*

~~ADDITIONAL CONSIDERATIONS~~

~~INCLUDES RAMMING TOOL, MOIN, GRAPCKET  
CONNECTOR LINES~~

Delivery is 12-16 weeks

**CHECK**

119,940.00 +

-

94,340.00 \*

Accepted by \_\_\_\_\_ on \_\_\_\_\_

Signature



Pete N. Swanson  
Sales Representative

Construction Products

635 W. Lake Street  
Elmhurst, Illinois 60120  
630.279.4400 tel  
630.279.0121 fax  
630.936.0628 mobile  
swansonp@pattencat.com e-mail



www.pattencat.com



Quote 111527-01

August 31, 2015

CITY OF DARIEN/PUBLIC WORKS  
1702 PLAINFIELD ROAD  
DARIEN  
Illinois  
60561

Attention: KRIS THROM

Dear Kris,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

**CATERPILLAR Model: 430F2 HRC BACKHOE LOADER**

STOCK NUMBER: TBO

SERIAL NUMBER: TBO

YEAR: 2016

2015 OR

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

*Pete Swanson*

Pete Swanson  
Machine Sales Representative

**CATERPILLAR Model: 430F2 HRC BACKHOE LOADER****STANDARD EQUIPMENT**

**BOOMS, STICKS AND LINKAGES** - 15' Center pivot excavator style - backhoe - Pilot operated joystick hydraulic controls with pattern changer valve - Pilot operated stabilizer controls - Boom transport lock - Swing transport lock - Street pads stabilizer shoes - Anti-drift hydraulics - (Boom, Stick and E-Stick) - Cat Cushion Swing(tm) system - Bucket level indicator - Lift cylinder brace - Return-to-dig (auto bucket Positioner) - Self-leveling loader with single lever - control - Transmission neutralizer switch - Single Tilt Loader

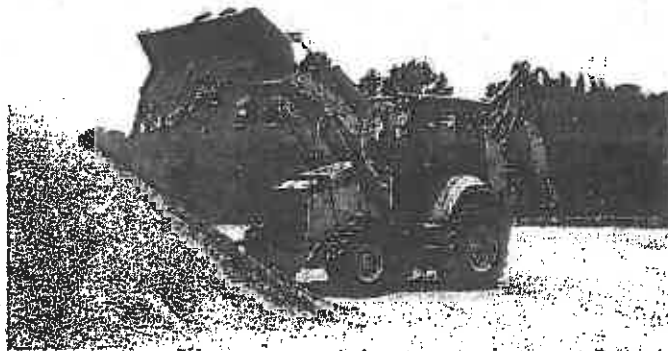
**POWERTRAIN** - Cat C4.4, 86kW (Net 108 HP/61kW) - Direct Injection Turbo Charged Engine, - with ACERT technology. - US EPA Tier4-Final Emissions Compliant with Selective Catalytic Reduction(SCR) - Water separator with service indicator - Thermal starting aid system - Eco mode - A dry-type axial seal air cleaner with - integral Pre-cleaner, automatic dust ejection system and filter condition indicator - Hydraulically boosted multi-plate wet - disk brake with dual pedals and interlock - Differential lock - Drive-line parking brake - High Ambient Cooling Package - Torque converter - Transmission-four speed synchro mesh with power shuttle and neutral safety switch - Spin-on fuel, engine oil and transmission oil filters - Outboard planetary rear axles - Open Circuit Breather

**HYDRAULICS** - Load sensing, variable flow system with 43 GPM axial piston pump - 6 micron hydraulic filter - O-ring face seal hydraulic fittings - Caterpillar XT-3 hose - Hydraulic oil cooler - Pilot control shutoff switch - PPPC, Flow-sharing hydraulic valves - Hydraulic suction strainer - 12 volt electrical start

**ELECTRICAL** - 12 volt electrical start - 150 ampere alternator - Horn and Backup Alarm - Hazard flashers/turn signals - Halogen head lights (4) - Halogen rear flood lights (4) - Stop and tail lights - Audible system fault alarm - Key start/stop system - 880 CCA maintenance free battery - Battery disconnect switch - External/Internal power receptacles (12v) - Diagnostic ports for engine and machine - Electronic Control Modules - Remote jump start connector

**OPERATOR ENVIRONMENT** - Lighted gauge group - Interior rearview mirror - Rear fenders - ROPS canopy - 2-inch retractable seat belt - Tilt steering column - Steering knob - Hand and foot throttle - Automatic Engine Speed Control - One Touch Low Idle - Floor mat and Coat Strap - Lockable storage area - Air suspension seat

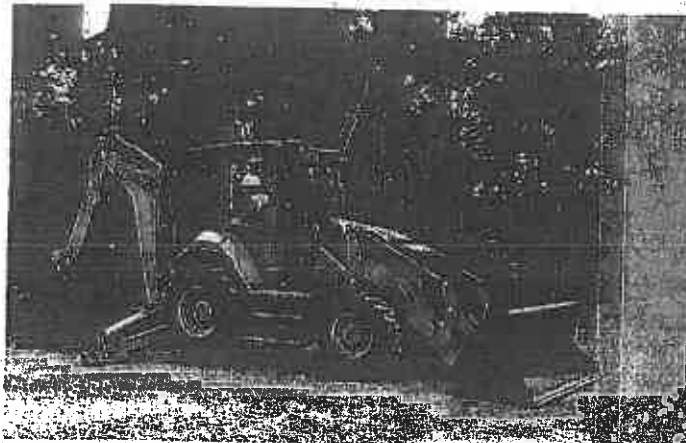
**OTHER STANDARD EQUIPMENT** - Hydrostatic power steering - Standard Storage Box - Transport tie-downs - Ground line fill fuel tank with 44 gallon capacity - Ground line fill diesel exhaust fluid - tank with 5 gallon capacity - Rubber impact strips on radiator guards - Bumper - CD-ROM Parts Manual - Backhoe Safety Manual - Operations and Maintenance Manual - Lockable hood - Tire Valve Stem Protection - Long Life Coolant -30C (-20F) - Padlocks (2 on ST, 3 on IT)



**MACHINE SPECIFICATIONS**

| Description                        | Reference No | List Price   |
|------------------------------------|--------------|--------------|
| 430F2 BHL ST, TIER 4, HRC          | 450-8452     | \$101,440.00 |
| PLATE GROUP - BOOM WEAR            | 270-3204     | \$203.00     |
| COUNTERWEIGHT, 1015 LBS            | 337-9696     | \$1,725.00   |
| TIRES, 12.5 80/19.5L-24, GY        | 379-2181     | \$1,450.00   |
| SECURITY SYSTEM, KEYPAD            | 387-6570     | \$486.00     |
| RADIO & CD PLAYER, BLUETOOTH       | 387-6598     | \$695.00     |
| FAN, DELUXE CAB                    | 387-6682     | \$225.00     |
| RIDE CONTROL                       | 398-2681     | \$1,455.00   |
| LINES, COMBINED AUX, E-STICK       | 398-2855     | \$3,415.00   |
| COLD WEATHER PACKAGE, 120V HRC     | 398-2882     | \$760.00     |
| SEAT, DELUXE FABRIC                | 433-4806     | \$900.00     |
| PRODUCT LINK, CELLULAR, PL641I     | 447-0049     | \$1,208.00   |
| HYDRAULICS, MP, 6FCN/8BNK, IT      | 450-8533     | \$2,695.00   |
| LINES, HYD COUPLER 16FT E-STICK    | 450-8580     | \$2,324.00   |
| PT, 4WD, AUTOSHIFT                 | 450-8616     | \$13,010.00  |
| CAB, DELUXE                        | 450-8683     | \$8,200.00   |
| AIR CONDITIONER, T4                | 450-8715     | \$2,330.00   |
| STICK, EXTENDABLE, 16FT            | 450-8732     | \$2,324.00   |
| ENGINE, 86KW, C4.4 ACERT, T4F      | 450-8761     | \$6,900.00   |
| COUPLING, QD, THREADED WITH CAPS   | 456-3390     | \$363.00     |
| STABILIZER PADS, FLIP-OVER         | 9R-6007      | \$327.00     |
| RUST PREVENTATIVE APPLICATOR       | 0G-3273      | \$106.00     |
| SHIPPING/STORAGE PROTECTION        | 0P-2266      | \$200.00     |
| BELT, SEAT, 2" SUSPENSION          | 206-1747     | INCLUDED     |
| INSTRUCTIONS, ANSI                 | 430-9944     | INCLUDED     |
| PACK, DOMESTIC TRUCK               | 0P-0210      | INCLUDED     |
| LANE 2 ORDER                       | 0P-9002      | INCLUDED     |
| SERIALIZED TECHNICAL MEDIA KIT     | 421-8926     | INCLUDED     |
| BUCKET-GP, 1.5 CYD                 | 337-7401     | \$4,061.00   |
| CUTTING EDGE, TWO PIECE, WIDE      | 9R-5320      | \$329.00     |
| BUCKET-HD, 24", 7.3 CFT PL         | 247-1950     | \$1,810.00   |
| BUCKET, 48" 0.44 CYD (DCQ)         | 275-8776     | \$2,860.00   |
| WAIN ROY SWINGER COUPLER FOR 430F2 | 1022366      | \$4,568.00   |
| WAIN ROY SWINGER LOCK OUT KIT      | 108621       | \$211.00     |





# Cat® 430F2/430F2 IT

## BACKHOE LOADER

The Cat® 430F2 and 430F2 IT Backhoe Loaders deliver performance, increased fuel efficiency, superior hydraulic system, versatility and an all new operator station. The 430F2 and 430F2 IT feature the following:

- **Ergonomic Operator Station** – Ample legroom inside the cab makes rotating the seat simple. The air suspension seat provides comfort to the operator while working. New backhoe control pods allow for unlimited adjustability.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Machine Performance** – The Cat C4.4 ACERT™ engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage IV emission standards by utilizing Selective Catalytic Reduction technology with a diesel oxidation catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – A broad range of performance matched Cat Work Tools make the Cat Backhoe Loader the most versatile machine on the job site. All Backhoe Loaders have standard thumb ready sticks. The Integrated Tool Carrier (IT Loader) provides versatility and allows quick connection to a variety of Cat Work Tools.
- **Dual Lock Coupler** – Cat dual lock coupler is available from the factory with either mechanical or hydraulic operation. The coupler makes work tool changes quick and easy.

## Specifications

### Engine

| Engine Model                | Cat C4.4 ACERT |            |
|-----------------------------|----------------|------------|
| Gross Power                 |                |            |
| SAE J1995                   | 87 kW          | 117 hp     |
| ISO 14396                   | 86 kW          | 115 hp     |
| Rated Net Power @ 2,200 rpm |                |            |
| SAE J1349                   | 80 kW          | 108 hp     |
| ISO 9249                    | 81 kW          | 109 hp     |
| EEC 80/1269                 | 81 kW          | 109 hp     |
| Net Peak Power @ 1,800 rpm  |                |            |
| SAE J1349                   | 82 kW          | 110 hp     |
| ISO 9249                    | 83 kW          | 111 hp     |
| EEC 80/1269                 | 83 kW          | 111 hp     |
| Bore                        | 105 mm         | 4.13 in    |
| Stroke                      | 127 mm         | 5 in       |
| Displacement                | 4.4 L          | 268 in³    |
| Net Torque Rise @ 1,400 rpm | 39%            |            |
| SAE J1349                   | 488 N·m        | 360 lbf·ft |

### Weights\*

|                                                     |           |           |
|-----------------------------------------------------|-----------|-----------|
| Operating Weight – Nominal                          | 8330 kg   | 18,364 lb |
| Operating Weight – Maximum                          | 11 000 kg | 24,251 lb |
| Cab, ROPS/FOPS                                      | 163 kg    | 359 lb    |
| AutoShift Transmission                              | 238 kg    | 525 lb    |
| Ride Control                                        | 14 kg     | 31 lb     |
| Air Conditioning                                    | 42 kg     | 93 lb     |
| MP Bucket (0.96 m³/1.25 yd³)<br>(no forks or teeth) | 745 kg    | 1,642 lb  |
| Loader, IT with Quick Coupler                       | 317 kg    | 699 lb    |
| Extendible Stick                                    | 305 kg    | 673 lb    |
| Counterweights (Option 1)                           | 115 kg    | 255 lb    |
| Counterweights (Option 2)                           | 240 kg    | 530 lb    |
| Counterweights (Option 3)                           | 480 kg    | 1,015 lb  |

\*Specifications shown are for machine equipped with 1.0 m³ (1.31 yd³) general purpose loader bucket, 610 mm (24 in) standard duty backhoe bucket, 450 kg (1,015 lb) counterweight, all wheel drive, 80 kg (176 lb) operator and full fuel tank.

• Engine meets Tier 4 Final/Stage IV emission standards.



# 430F2/430F2 IT Backhoe Loader

## Transmission

### Power Shuttle Transmission – Standard

|               |          |         |
|---------------|----------|---------|
| Forward – 1st | 5.4 km/h | 3.4 mph |
| 2nd           | 9.0 km/h | 5.6 mph |
| 3rd           | 21 km/h  | 13 mph  |
| 4th           | 40 km/h  | 25 mph  |
| Reverse – 1st | 5.4 km/h | 3.4 mph |
| 2nd           | 9.0 km/h | 5.6 mph |
| 3rd           | 21 km/h  | 13 mph  |
| 4th           | 40 km/h  | 25 mph  |

### AutoShift Transmission – Optional

|               |          |         |
|---------------|----------|---------|
| Forward – 1st | 5.8 km/h | 3.6 mph |
| 2nd           | 9.3 km/h | 5.7 mph |
| 3rd           | 12 km/h  | 8 mph   |
| 4th           | 19 km/h  | 12 mph  |
| 5th           | 26 km/h  | 16 mph  |
| 5th LUC       | —        | —       |
| 6th           | 40 km/h  | 25 mph  |
| Reverse – 1st | 5.8 km/h | 3.6 mph |
| 2nd           | 12 km/h  | 7.6 mph |
| 3rd           | 28 km/h  | 17 mph  |

### AutoShift Transmission with Lock-Up Torque Converter – Optional

|          |         |
|----------|---------|
| 5.8 km/h | 3.6 mph |
| 9.3 km/h | 5.7 mph |
| 12 km/h  | 8 mph   |
| 19 km/h  | 12 mph  |
| 23 km/h  | 14 mph  |
| 25 km/h  | 15 mph  |
| 40 km/h  | 25 mph  |
| 5.8 km/h | 3.6 mph |
| 12 km/h  | 7.6 mph |
| 28 km/h  | 17 mph  |

## Axle Ratings

### Front Axle, 2WD

|         |           |           |
|---------|-----------|-----------|
| Static  | 22 964 kg | 50,582 lb |
| Dynamic | 9186 kg   | 20,233 lb |

### Front Axle, 4WD

|         |           |           |
|---------|-----------|-----------|
| Static  | 22 964 kg | 50,582 lb |
| Dynamic | 9186 kg   | 20,233 lb |

### Rear Axle

|         |           |           |
|---------|-----------|-----------|
| Static  | 22 964 kg | 50,582 lb |
| Dynamic | 9186 kg   | 20,233 lb |

## Hydraulic System

|                           |                             |
|---------------------------|-----------------------------|
| Type                      | Closed Center               |
| Pump Type                 | Variable Flow, Axial Piston |
| Pump Capacity @ 2,200 rpm | 163 L/min 43 gal/min        |
| System Pressure – Backhoe | 25 000 kPa 3,600 psi        |
| System Pressure – Loader  | 25 000 kPa 3,600 psi        |

## Steering

|                                                   |               |
|---------------------------------------------------|---------------|
| Type                                              | Front Wheel   |
| Power Steering                                    | Hydrostatic   |
| Bore                                              | 65 mm 2.6 in  |
| Stroke                                            | 120 mm 4.7 in |
| Rod Diameter                                      | 36 mm 1.4 in  |
| Axle Oscillation                                  | 11°           |
| Turning Circle – 2WD/4WD (inner wheel not braked) |               |
| Outside, Front Wheels                             | 8.18 m 26'10" |
| Outside, Widest Loading Bucket                    | 10.97 m 36'0" |

## Service Refill Capacities

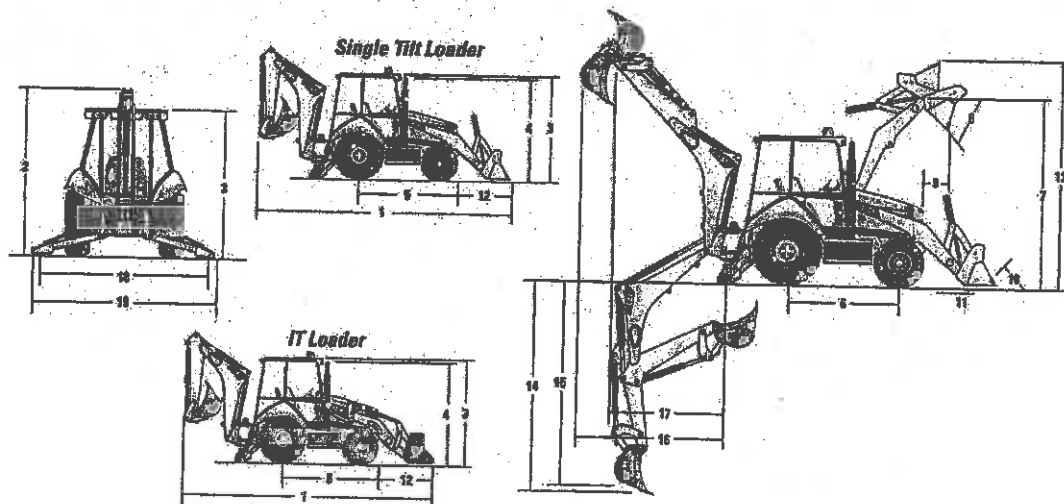
|                                      |        |          |
|--------------------------------------|--------|----------|
| Cooling System with Air Conditioning | 22.5 L | 5.9 gal  |
| Fuel Tank                            | 160 L  | 42 gal   |
| Diesel Exhaust Fluid                 | 19 L   | 5.0 gal  |
| Engine Oil with Filter               | 8.8 L  | 2.3 gal  |
| Transmission – Power Shuttle         |        |          |
| 4WD                                  | 15.0 L | 4.0 gal  |
| Transmission – AutoShift             |        |          |
| 4WD                                  | 18.0 L | 4.8 gal  |
| Rear Axle                            | 16.5 L | 4.4 gal  |
| Planetaries                          | 1.7 L  | 0.4 gal  |
| Front Axle (4WD)                     | 11.0 L | 2.9 gal  |
| Planetaries                          | 0.7 L  | 0.2 gal  |
| Hydraulic System                     | 95.0 L | 25.1 gal |
| Hydraulic Tank                       | 40.0 L | 10.6 gal |

- Requires ultra-low sulfur fuel <math>\leq 15</math> ppm fuel sulfur

## Tires

Choices listed as combination of front/rear tires:

- 12.5/80-18 (12 ply) 1-3/19.5L-24 (12 ply) ATU
- 12.5/80-18 NHS (12 ply) 1-3/21L-24 (16 ply) R4 ATU
- 340/80R 18/19.5L-24 (12 ply) R4 ATU
- 340/80R 18/500/70R 24 RT





**Dimensions**

|                                                      | Single Tilt Loader                                       |        |                                                          |        | IT Loader with Quick Coupler                             |        |                                                          |        |
|------------------------------------------------------|----------------------------------------------------------|--------|----------------------------------------------------------|--------|----------------------------------------------------------|--------|----------------------------------------------------------|--------|
|                                                      | 0.96 m <sup>3</sup> (1.25 yd <sup>3</sup> )<br>GP Bucket |        | 1.00 m <sup>3</sup> (1.31 yd <sup>3</sup> )<br>MP Bucket |        | 0.96 m <sup>3</sup> (1.25 yd <sup>3</sup> )<br>GP Bucket |        | 1.00 m <sup>3</sup> (1.31 yd <sup>3</sup> )<br>MP Bucket |        |
| 1 Overall Length (Loader on Ground) – Standard Stick | 7282 mm                                                  | 23'11" | 7200 mm                                                  | 23'7"  | 7430 mm                                                  | 24'5"  | 7338 mm                                                  | 24'1"  |
| Overall Length (Loader on Ground) – Extendible Stick | 7298 mm                                                  | 23'11" | 7216 mm                                                  | 23'9"  | 7446 mm                                                  | 24'5"  | 7354 mm                                                  | 24'2"  |
| Overall Transport Length – Standard Stick            | 7310 mm                                                  | 24'0"  | 7274 mm                                                  | 23'10" | 7423 mm                                                  | 24'4"  | 7352 mm                                                  | 24'1"  |
| Overall Transport Length – Extendible Stick          | 7327 mm                                                  | 24'0"  | 7290 mm                                                  | 23'11" | 7440 mm                                                  | 24'5"  | 7369 mm                                                  | 24'2"  |
| 2 Overall Transport Height – Standard Stick          | 3577 mm                                                  | 11'9"  | 3577 mm                                                  | 11'9"  | 3577 mm                                                  | 11'9"  | 3577 mm                                                  | 11'9"  |
| Overall Transport Height – Extendible Stick          | 3631 mm                                                  | 11'11" | 3631 mm                                                  | 11'11" | 3631 mm                                                  | 11'11" | 3631 mm                                                  | 11'11" |
| Overall Width                                        | 2322 mm                                                  | 7'7"   | 2322 mm                                                  | 7'7"   | 2322 mm                                                  | 7'7"   | 2322 mm                                                  | 7'7"   |
| 3 Height to Top of Cab/Canopy                        | 2819 mm                                                  | 9'3"   | 2819 mm                                                  | 9'3"   | 2819 mm                                                  | 9'3"   | 2819 mm                                                  | 9'3"   |
| 4 Height to Top of Exhaust Stack                     | 2744 mm                                                  | 9'0"   | 2744 mm                                                  | 9'0"   | 2744 mm                                                  | 9'0"   | 2744 mm                                                  | 9'0"   |
| Height to Loader Hinge Pin (Transport)               | 381 mm                                                   | 1'3"   | 432 mm                                                   | 1'5"   | 396 mm                                                   | 1'4"   | 386 mm                                                   | 1'3"   |
| Ground Clearance (minimum)                           | 294 mm                                                   | 1'0"   | 294 mm                                                   | 1'0"   | 294 mm                                                   | 1'0"   | 294 mm                                                   | 1'0"   |
| 5 Rear Axle Centerline to Front Grille               | 2705 mm                                                  | 8'10"  | 2705 mm                                                  | 8'10"  | 2705 mm                                                  | 8'10"  | 2705 mm                                                  | 8'10"  |
| Front Wheel Tread Gauge                              | 1895 mm                                                  | 6'3"   | 1895 mm                                                  | 6'3"   | 1895 mm                                                  | 6'3"   | 1895 mm                                                  | 6'3"   |
| Rear Wheel Tread Gauge                               | 1714 mm                                                  | 5'7"   | 1714 mm                                                  | 5'7"   | 1714 mm                                                  | 5'7"   | 1714 mm                                                  | 5'7"   |
| 6 Wheelbase 2WD/4WD                                  | 2200 mm                                                  | 7'3"   | 2200 mm                                                  | 7'3"   | 2200 mm                                                  | 7'3"   | 2200 mm                                                  | 7'3"   |

**Loader Bucket Dimensions and Performance**

|                                                  | Single Tilt Loader                                       |                      |                                                          |                      | IT Loader with Quick Coupler                             |                      |                                                          |                      |
|--------------------------------------------------|----------------------------------------------------------|----------------------|----------------------------------------------------------|----------------------|----------------------------------------------------------|----------------------|----------------------------------------------------------|----------------------|
|                                                  | 0.96 m <sup>3</sup> (1.25 yd <sup>3</sup> )<br>GP Bucket |                      | 1.00 m <sup>3</sup> (1.31 yd <sup>3</sup> )<br>MP Bucket |                      | 0.96 m <sup>3</sup> (1.25 yd <sup>3</sup> )<br>GP Bucket |                      | 1.00 m <sup>3</sup> (1.31 yd <sup>3</sup> )<br>MP Bucket |                      |
| Capacity (SAE Rated)                             | 0.96 m <sup>3</sup>                                      | 1.25 yd <sup>3</sup> | 1.0 m <sup>3</sup>                                       | 1.31 yd <sup>3</sup> | 0.96 m <sup>3</sup>                                      | 1.25 yd <sup>3</sup> | 1.0 m <sup>3</sup>                                       | 1.31 yd <sup>3</sup> |
| Overall Bucket Width                             | 2262 mm                                                  | 89 in                | 2279 mm                                                  | 90 in                | 2262 mm                                                  | 89 in                | 2279 mm                                                  | 90 in                |
| Lift Capacity at Maximum Height                  | 3283 kg                                                  | 7,237 lb             | 3097 kg                                                  | 6,828 lb             | 3716 kg                                                  | 8,193 lb             | 3448 kg                                                  | 7,601 lb             |
| Lift Breakout Force                              | 49,809 N                                                 | 11,197 lbf           | 49,019 N                                                 | 11,020 lbf           | 51,085 N                                                 | 11,484 lbf           | 49,452 N                                                 | 11,117 lbf           |
| Tilt Breakout Force                              | 50,190 N                                                 | 11,283 lbf           | 57,655 N                                                 | 12,938 lbf           | 46,286 N                                                 | 10,405 lbf           | 50,349 N                                                 | 11,318 lbf           |
| Tippling Load at Breakout Point                  | 6914 kg                                                  | 15,243 lb            | 7011 kg                                                  | 15,456 lb            | 6218 kg                                                  | 13,709 lb            | 6309 kg                                                  | 13,909 lb            |
| 7 Maximum Hinge Pin Height                       | 3474 mm                                                  | 11'5"                | 3474 mm                                                  | 11'5"                | 3490 mm                                                  | 11'5"                | 3490 mm                                                  | 11'5"                |
| 8 Dump Angle at Full Height                      | 44°                                                      |                      | 44°                                                      |                      | 44°                                                      |                      | 44°                                                      |                      |
| Dump Height at Maximum Angle                     | 2746 mm                                                  | 9'0"                 | 2798 mm                                                  | 9'2"                 | 2679 mm                                                  | 8'9"                 | 2746 mm                                                  | 9'0"                 |
| 9 Dump Reach at Maximum Angle                    | 808 mm                                                   | 2'8"                 | 716 mm                                                   | 2'4"                 | 869 mm                                                   | 2'10"                | 814 mm                                                   | 2'8"                 |
| 10 Maximum Bucket Rollback at Ground Level       | 37°                                                      |                      | 38°                                                      |                      | 40°                                                      |                      | 39°                                                      |                      |
| 11 Digging Depth                                 | 83 mm                                                    | 3"                   | 110 mm                                                   | 4"                   | 105 mm                                                   | 4"                   | 95 mm                                                    | 4"                   |
| Maximum Grading Angle                            | 112°                                                     |                      | 116°                                                     |                      | 110°                                                     |                      | 112°                                                     |                      |
| Width of Dozer Cutting Edge                      | N/A                                                      |                      | 2262 mm                                                  | 7'5"                 | N/A                                                      |                      | 2262 mm                                                  | 7'5"                 |
| 12 Grille to Bucket Cutting Edge, Carry Position | 1487 mm                                                  | 4'11"                | 1451 mm                                                  | 4'9"                 | 1600 mm                                                  | 5'3"                 | 1529 mm                                                  | 5'0"                 |
| 13 Maximum Operating Height                      | 4355 mm                                                  | 14'3"                | 4404 mm                                                  | 14'5"                | 4407 mm                                                  | 14'6"                | 4480 mm                                                  | 14'8"                |
| Jaw Opening Maximum                              | N/A                                                      |                      | 790 mm                                                   | 2'7"                 | N/A                                                      |                      | 790 mm                                                   | 2'7"                 |
| Bucket Jaw Clamping Force                        | N/A                                                      |                      | 55,700 N                                                 | 12,521 lbf           | N/A                                                      |                      | 55,700 N                                                 | 12,521 lbf           |
| Weight (does not include teeth or forks)         | 451 kg                                                   | 994 lb               | 745 kg                                                   | 1,642 lb             | 447 kg                                                   | 986 lb               | 724 kg                                                   | 1,596 lb             |

**Backhoe Dimensions and Performance**

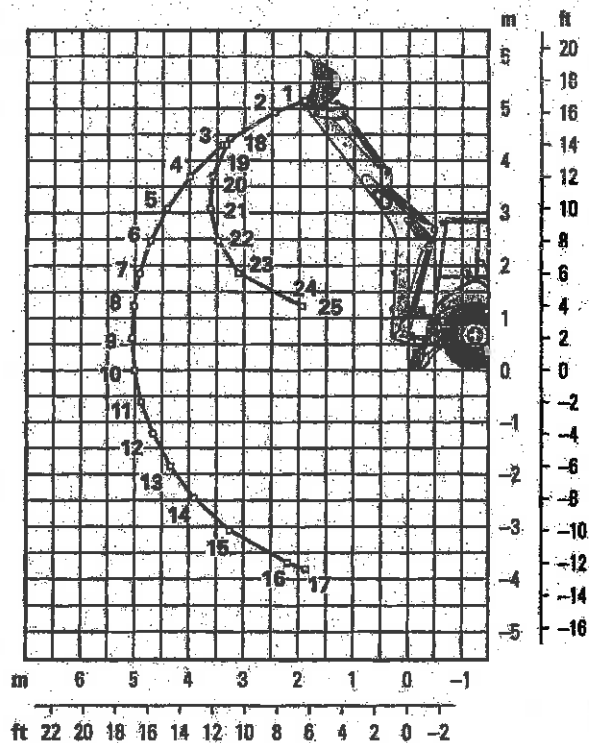
|                                                   | Standard Stick |            | E-Stick Retracted |            | E-Stick Extended |            |
|---------------------------------------------------|----------------|------------|-------------------|------------|------------------|------------|
|                                                   |                |            |                   |            |                  |            |
| 14 Digging Depth, SAE (max.)                      | 4686 mm        | 15'4"      | 4795 mm           | 15'9"      | 5935 mm          | 19'6"      |
| 15 Digging Depth, 610 mm (2-ft) Flat Bottom       | 4660 mm        | 15'3"      | 4766 mm           | 15'8"      | 5906 mm          | 19'5"      |
| Reach from Rear Axle Centerline at Ground Line    | 7133 mm        | 23'6"      | 7227 mm           | 23'10"     | 8316 mm          | 27'5"      |
| 16 Reach from Swing Pivot at Ground Line          | 6043 mm        | 19'10"     | 6137 mm           | 20'2"      | 7226 mm          | 23'9"      |
| Maximum Operating Height                          | 6007 mm        | 19'9"      | 6075 mm           | 20'0"      | 6958 mm          | 22'11"     |
| Loading Height                                    | 3961 mm        | 13'0"      | 3921 mm           | 12'10"     | 4533 mm          | 14'10"     |
| 17 Loading Reach                                  | 1855 mm        | 6'1"       | 2022 mm           | 6'8"       | 3003 mm          | 9'10"      |
| Swing Arc                                         | 180°           |            | 180°              |            | 180°             |            |
| Bucket Rotation                                   | 205°           |            | 205°              |            | 205°             |            |
| 18 Stabilizer Spread, Operating Position (center) | 3310 mm        | 10'10"     | 3310 mm           | 10'10"     | 3310 mm          | 10'10"     |
| Stabilizer Spread, Operating Position (outside)   | 3770 mm        | 12'4"      | 3770 mm           | 12'4"      | 3770 mm          | 12'4"      |
| Stabilizer Spread, Transport Position             | 2322 mm        | 7'7"       | 2322 mm           | 7'7"       | 2322 mm          | 7'7"       |
| Bucket Dig Force                                  | 71,864 N       | 16,156 lbf | 70,870 N          | 15,932 lbf | 70,870 N         | 15,932 lbf |
| Stick Dig Force                                   | 44,778 N       | 10,067 lbf | 43,841 N          | 9,856 lbf  | 32,414 N         | 7,286 lbf  |

# 430F2/430F2 IT Backhoe Loader

## Backhoe Lift Capacity

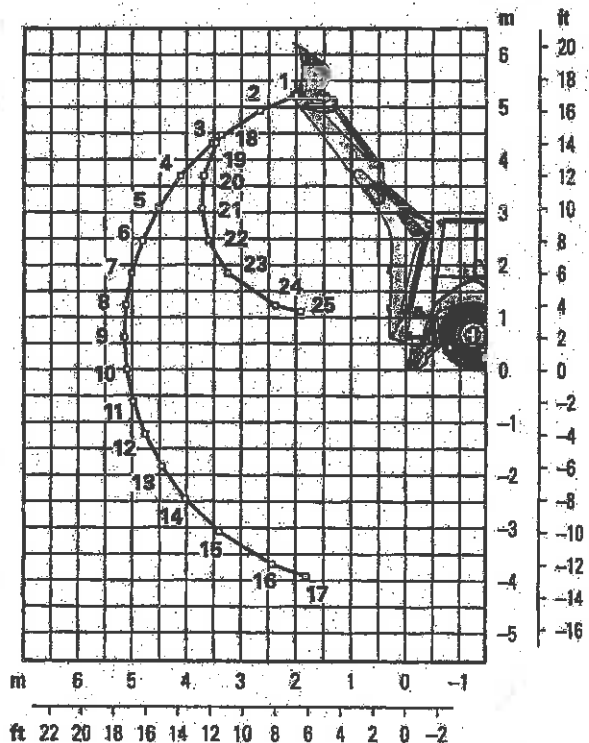
### Cat 430F2/430F2 IT Standard Stick

| Boom Lifting  | kg   | lb     |
|---------------|------|--------|
| 1             | 1508 | 3,318  |
| 2             | 1782 | 3,921  |
| 3             | 1936 | 4,258  |
| 4             | 1925 | 4,236  |
| 5             | 1878 | 4,131  |
| 6             | 1819 | 4,001  |
| 7             | 1757 | 3,866  |
| 8             | 1698 | 3,735  |
| 9             | 1641 | 3,610  |
| 10            | 1588 | 3,493  |
| 11            | 1539 | 3,387  |
| 12            | 1496 | 3,291  |
| 13            | 1459 | 3,211  |
| 14            | 1432 | 3,151  |
| 15            | 1425 | 3,136  |
| 16            | 1503 | 3,307  |
| 17            | 1573 | 3,461  |
| Stick Lifting | kg   | lb     |
| 18            | 2453 | 5,397  |
| 19            | 2636 | 5,800  |
| 20            | 2830 | 6,226  |
| 21            | 2773 | 6,100  |
| 22            | 2906 | 6,394  |
| 23            | 3367 | 7,408  |
| 24            | 6152 | 13,535 |
| 25            | 6240 | 13,728 |



### Cat 430F2/430F2 IT Extendible Stick - Retracted

| Boom Lifting  | kg   | lb     |
|---------------|------|--------|
| 1             | 1250 | 2,751  |
| 2             | 1541 | 3,391  |
| 3             | 1663 | 3,659  |
| 4             | 1654 | 3,639  |
| 5             | 1610 | 3,542  |
| 6             | 1555 | 3,421  |
| 7             | 1497 | 3,294  |
| 8             | 1441 | 3,169  |
| 9             | 1386 | 3,049  |
| 10            | 1335 | 2,936  |
| 11            | 1287 | 2,832  |
| 12            | 1244 | 2,738  |
| 13            | 1207 | 2,656  |
| 14            | 1178 | 2,593  |
| 15            | 1166 | 2,565  |
| 16            | 1211 | 2,665  |
| 17            | 1316 | 2,896  |
| Stick Lifting | kg   | lb     |
| 18            | 2158 | 4,747  |
| 19            | 2367 | 5,208  |
| 20            | 2538 | 5,583  |
| 21            | 2486 | 5,469  |
| 22            | 2599 | 5,719  |
| 23            | 2979 | 6,553  |
| 24            | 4516 | 9,934  |
| 25            | 6083 | 13,382 |

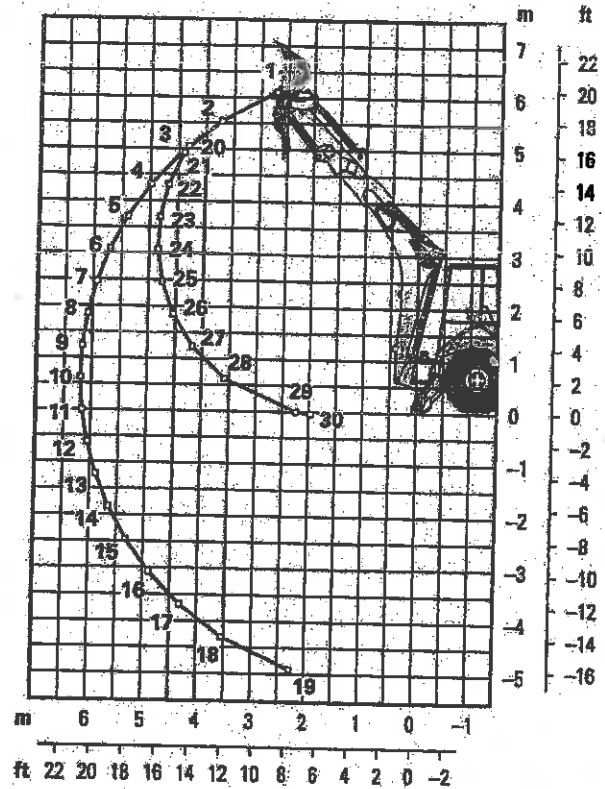


Lift Capacities are over-end values. Machine equipped with 4WD, OROPS, 0.96 m<sup>3</sup> (1.25 yd<sup>3</sup>) general purpose bucket, and no counterweight. Extendible stick includes 460 kg (1,015 lb) counterweight.

## Backhoe Lift Capacity

Cat 430F2/430F2 IT Extendible Stick - Extended

| Boom Lifting  |      |        |
|---------------|------|--------|
|               | kg   | lb     |
| 1             | 679  | 1,493  |
| 2             | 1017 | 2,237  |
| 3             | 1124 | 2,474  |
| 4             | 1158 | 2,547  |
| 5             | 1167 | 2,553  |
| 6             | 1149 | 2,527  |
| 7             | 1129 | 2,484  |
| 8             | 1106 | 2,433  |
| 9             | 1081 | 2,378  |
| 10            | 1056 | 2,323  |
| 11            | 1032 | 2,270  |
| 12            | 1009 | 2,220  |
| 13            | 989  | 2,176  |
| 14            | 972  | 2,138  |
| 15            | 959  | 2,111  |
| 16            | 954  | 2,100  |
| 17            | 963  | 2,119  |
| 18            | 1005 | 2,210  |
| 19            | 1211 | 2,663  |
| Stick Lifting |      |        |
|               | kg   | lb     |
| 20            | 1197 | 2,633  |
| 21            | 1277 | 2,810  |
| 22            | 1565 | 3,444  |
| 23            | 1735 | 3,817  |
| 24            | 1715 | 3,774  |
| 25            | 1753 | 3,856  |
| 26            | 1860 | 4,092  |
| 27            | 2079 | 4,575  |
| 28            | 2563 | 5,638  |
| 29            | 4910 | 10,802 |
| 30            | 5883 | 12,943 |



Lift Capacities are over-end values. Machine equipped with 4WD, DROPS, 0.96 m<sup>3</sup> (1.25 yd<sup>3</sup>) general purpose bucket, and no counterweight. Extendible stick includes 469 kg (1,015 lb) counterweight.

# 430F2/430F2 IT Backhoe Loader

## Counterweights (Minimum Counterweight Recommendations)

### Standard Stick

| Loader Bucket         | Power Train | Single-Tilt      |     | IT Loader w/DC   |    |
|-----------------------|-------------|------------------|-----|------------------|----|
|                       |             | kg               | lb  | kg               | lb |
| GP                    | 4WD         | 240              | 530 | no counterweight |    |
| MP                    | 4WD         | no counterweight |     | no counterweight |    |
| Forks                 | 4WD         | N/A              | N/A | no counterweight |    |
| Material Handling Arm | 4WD         | N/A              | N/A | no counterweight |    |

### Extendible Stick

| Loader Bucket         | Power Train | Single-Tilt |       | IT Loader w/DC   |     |
|-----------------------|-------------|-------------|-------|------------------|-----|
|                       |             | kg          | lb    | kg               | lb  |
| GP                    | 4WD         | 460         | 1,015 | 240              | 530 |
| MP                    | 4WD         | 240         | 530   | no counterweight |     |
| Forks                 | 4WD         | N/A         | N/A   | 240              | 530 |
| Material Handling Arm | 4WD         | N/A         | N/A   | 240              | 530 |

## Backhoe Buckets (With weld on adapters and pin-on teeth)

### Standard Duty

| Width |    | Rated Capacity |      | Weight |     | No. of Teeth |
|-------|----|----------------|------|--------|-----|--------------|
| mm    | in | L              | ft³  | kg     | lb  |              |
| 305   | 12 | 80             | 2.8  | 111    | 245 | 3            |
| 457   | 18 | 120            | 4.2  | 122    | 268 | 4            |
| 610   | 24 | 180            | 6.4  | 141    | 311 | 5            |
| 762   | 30 | 230            | 8.1  | 157    | 345 | 5            |
| 914   | 36 | 290            | 10.2 | 176    | 388 | 6            |

### Heavy Duty

| Width |    | Rated Capacity |      | Weight |     | No. of Teeth |
|-------|----|----------------|------|--------|-----|--------------|
| mm    | in | L              | ft³  | kg     | lb  |              |
| 305   | 12 | 80             | 2.8  | 121    | 266 | 3            |
| 406   | 16 | 110            | 3.9  | 128    | 282 | 3            |
| 457   | 18 | 120            | 4.2  | 135    | 299 | 4            |
| 610   | 24 | 180            | 6.4  | 151    | 333 | 5            |
| 762   | 30 | 230            | 8.1  | 177    | 391 | 5            |
| 914   | 36 | 290            | 10.2 | 201    | 443 | 6            |

### Soil Excavation

| Width |    | Rated Capacity |      | Weight |     | No. of Teeth |
|-------|----|----------------|------|--------|-----|--------------|
| mm    | in | L              | ft³  | kg     | lb  |              |
| 457   | 18 | 180            | 6.4  | 155    | 341 | 4            |
| 610   | 24 | 240            | 8.5  | 182    | 402 | 5            |
| 762   | 30 | 320            | 11.3 | 208    | 454 | 5            |
| 914   | 36 | 380            | 13.4 | 233    | 513 | 6            |

### Heavy Duty Rock

| Width |    | Rated Capacity |      | Weight |     | No. of Teeth |
|-------|----|----------------|------|--------|-----|--------------|
| mm    | in | L              | ft³  | kg     | lb  |              |
| 305   | 12 | 70             | 2.5  | 127    | 279 | 3            |
| 457   | 18 | 130            | 4.6  | 146    | 322 | 4            |
| 610   | 24 | 200            | 7.1  | 174    | 384 | 5            |
| 762   | 30 | 270            | 9.5  | 197    | 434 | 5            |
| 914   | 36 | 330            | 11.7 | 224    | 493 | 6            |

### Coral

| Width |    | Rated Capacity |     | Weight |     | No. of Teeth |
|-------|----|----------------|-----|--------|-----|--------------|
| mm    | in | L              | ft³ | kg     | lb  |              |
| 305   | 12 | 60             | 2.1 | 134    | 295 | 4            |
| 457   | 18 | 100            | 3.5 | 155    | 341 | 8            |
| 610   | 24 | 140            | 4.9 | 182    | 402 | 8            |
| 762   | 30 | 190            | 6.7 | 210    | 463 | 10           |

### Heavy Duty - Pin Lock

| Width |    | Rated Capacity |      | Weight |     | No. of Teeth |
|-------|----|----------------|------|--------|-----|--------------|
| mm    | in | L              | ft³  | kg     | lb  |              |
| 305   | 12 | 96             | 3.4  | 113    | 249 | 3            |
| 406   | 16 | 123            | 4.3  | 131    | 288 | 3            |
| 457   | 18 | 139            | 4.9  | 139    | 307 | 4            |
| 610   | 24 | 207            | 7.3  | 168    | 370 | 5            |
| 762   | 30 | 275            | 9.7  | 194    | 428 | 5            |
| 914   | 36 | 345            | 12.2 | 224    | 494 | 6            |

### High Capacity - Pin Lock

| Width |    | Rated Capacity |      | Weight |     | No. of Teeth |
|-------|----|----------------|------|--------|-----|--------------|
| mm    | in | L              | ft³  | kg     | lb  |              |
| 305   | 12 | 96             | 4.6  | 113    | 287 | 3            |
| 406   | 16 | 123            | 5.6  | 131    | 327 | 3            |
| 457   | 18 | 139            | 6.5  | 139    | 346 | 4            |
| 610   | 24 | 207            | 9.6  | 168    | 414 | 5            |
| 762   | 30 | 275            | 12.9 | 194    | 475 | 5            |
| 914   | 36 | 345            | 16.2 | 224    | 543 | 6            |

## STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 890 CCA
- Battery disconnect switch
- Battery remote jumpstart
- Boom transport lock
- Braces, lift cylinder
- Brake, secondary parking
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C4.4 ACERT (Direct Injection Turbocharged), meets Tier 4 Final/Stage IV emission standards, selective catalytic reduction, diesel oxidation catalyst (DOC)
- Engine enclosure, sound suppression removal panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Fuel tank, fully enclosed
- Four Wheel Drive
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic valve, hydrostatic steering
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 5 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Joystick controls: pilot operated, excavator-style with pattern changer
- Key start/stop system
- LCD screen: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Lights, working (4 front, 4 rear)
- Loader, self-leveling, return-to-dig and transmission disconnect switch
- Loader, single tilt
- Mirror, rearview
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 12 volt, 2 internal, 1 external
- Power steering, hydrostatic
- Radio ready cab
- Seat belt, retractable, 51 mm (2 in)
- Socket, two roof
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, fabric or vinyl cover, with armrest
- Starting system, glow plugs
- Steering, hydrostatic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tilt steering wheel
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, four speed, synchromesh
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

# 430F2/430F2 IT Backhoe Loader

## OPTIONAL EQUIPMENT

- Battery, additional, 680 CCA
- Cab, deluxe
- Cold weather fuel (-30° C/-22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (-30° C/-22° F) and mounting for an ether bottle
- Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Hydraulic valves, loader with auxiliary roller thumb control (3rd valve for GP, MP or Quick Coupler)
- Hydraulic valves, backhoe 6 function
- Hydraulic lines, combined function auxiliary
- Loader, IT with Quick Coupler and pilot loader control
- Product Link™, satellite, PL631E
- Product Link, cellular, PL6411
- Quick Coupler, hydraulic, dual lock
- Quick Coupler, manual, dual lock
- Quick Coupler, pin lock
- Radio and CD player
- Radio and CD player, Bluetooth
- Ride Control
- Rotating beacon, magnetic mount
- Seat belt, 75 mm (3 in)
- Security system keypad
- Stabilizer pads, reversible
- Stick, extendible
- Storage box
- Transmission, AutoShift
- Transmission, AutoShift with lock-up torque converter
- Vandalism protection, gauge cover
- Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.

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Metals and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

**AGENDA MEMO**  
**Municipal Services Committee**  
**September 28, 2015**

**ISSUE STATEMENT**

A resolution authorizing the Mayor to accept a proposal from JX Enterprises, Inc. for the purchase of one new 2016 Peterbilt Model 348 with dump body and snow plow/deicing equipment package in the amount of \$185,581.28

**BACKGROUND/HISTORY**

The new truck is to be utilized primarily for material hauling, snow plowing, and de-icing operations for the street division. The truck would be replacing unit 108, which is a 2001, Model 8500 with 48,625 miles and a rating score of 78.73. The vehicle has ongoing mechanical problems, including severe exterior rusting. Unit 108 was budgeted for replacement and the vehicle rating report is attached and labeled as **Attachment 1 (pages 1-7)**. Please recall the Vehicle Replacement Policy calls out for vehicles to be replaced at a rating of 75 or above. The existing vehicle will be declared as surplus and a separate agenda memo will be presented at a later date for City Council approval.

The proposed cab and chassis is a 2016 Peterbilt Model 348 with a Henderson dump body, hydraulic snow plow and deicing equipment. The vehicle would be purchased through the Lake County Department of Transportation Joint Purchase Contract No. 15015, at a cost of \$103,686.28 attached and labeled as **Attachment 2 (pages 1-11)**. The Henderson truck body, hydraulic snow equipment package would be purchased under National Joint Power Alliance (NJPA) Contract No.80114-HPI in the amount of \$83,555.00 and as per the attached specs labeled as **Attachment 3 (pages 1-4)**. The total cost will be \$185,581.28.

The proposed expenditure would be expended from the following line account:

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION                   | PROJECT NO | FY 15-16 BUDGET | PROPOSED EXPENDITURE | PROPOSED BALANCE |
|----------------|---------------------------------------|------------|-----------------|----------------------|------------------|
| 01-30-4815     | CAPITAL PURCHASES TRUCK REPL UNIT 108 | FYE16108C  | \$ 190,000.00   | \$ 185,581.28        | \$ 4,418.72      |
| 01-30-4815     | CAPITAL PURCHASES TRUCK DECALS        | FYE16108C  | N/A             | \$ 800.00            | \$ 3,618.72      |

**STAFF RECOMMENDATION**

Staff recommends the approval of the resolution authorizing the Mayor to accept a proposal from JX Enterprises, Inc. for the purchase of one new 2016 Peterbilt Model 348 with dump body and snow plow/deicing equipment package in the amount of \$185,581.28

2016 Peterbilt Truck  
September 28, 2015  
Page 2

**ALTERNATE DECISION**

As recommended by the Committee.

**DECISION MODE**

This item will be placed on the October 5, 2015 City Council agenda for formal consideration.



# CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

| UNIT NO                             | 108                                                   | DEPARTMENT    | STreets | DATE           | 9-17-15       |
|-------------------------------------|-------------------------------------------------------|---------------|---------|----------------|---------------|
| MODEL YEAR                          | 2001                                                  | MODEL         | 8500    |                |               |
| CURRENT MILEAGE                     | 48,625                                                | CURRENT HOURS |         |                |               |
|                                     |                                                       |               |         | MAXIMUM POINTS | VEHICLE SCORE |
| <b>AGE</b>                          |                                                       |               |         |                |               |
|                                     | Department                                            | STreets       |         |                |               |
|                                     | Life Expectancy                                       | 12 years      |         |                |               |
|                                     | Age as of Report Date                                 | 13            |         |                |               |
|                                     | AGE: Meets Requirements                               | yes           |         | 20             | 20            |
| <b>USAGE</b>                        |                                                       |               |         |                |               |
|                                     | MILES                                                 | 48,625        |         |                |               |
|                                     | HOURS                                                 |               |         |                |               |
|                                     | ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY        |               |         |                |               |
|                                     | USAGE: Meets Requirements                             |               |         | 20             | 9.73          |
| <b>TYPE OF SERVICE</b>              |                                                       |               |         |                |               |
|                                     | 1-LIGHT DUTY                                          |               |         |                |               |
|                                     | 15-CRITICAL DUTY                                      |               |         |                |               |
|                                     | SERVICE: Meets Requirements                           |               |         | 15             | 15            |
| <b>RELIABILITY</b>                  |                                                       |               |         |                |               |
|                                     | RELIABILITY: Frequency or Visits for Service          |               |         |                |               |
|                                     | RELIABILITY: Meets Requirements                       |               |         | 15             | 12            |
| <b>MAINTENANCE AND REPAIR COSTS</b> |                                                       |               |         |                |               |
|                                     | REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class |               |         |                |               |
|                                     | ORIGINAL PURCHASE PRICE                               | 160,000       |         |                |               |
|                                     | LIFE TO DATE REPAIR COST                              | 12,496.29     |         |                |               |
|                                     | PERCENTAGE OF REPAIRS TO PURCHASE PRICE               | 7.80 %        |         |                |               |

|                              |                                                                                                                             |               |                |               |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------|----------------|---------------|
| UNIT NO                      | 108                                                                                                                         | DEPARTMENT    | Streets        | DATE          |
| MODEL YEAR                   | 2001                                                                                                                        | MODEL         | 8500           | 9-17-15       |
| CURRENT MILEAGE              | 48,625                                                                                                                      | CURRENT HOURS |                |               |
|                              |                                                                                                                             |               | MAXIMUM POINTS | VEHICLE SCORE |
| PERCENTAGES OF REPAIR POINTS | POINTS                                                                                                                      |               |                |               |
| 1 THROUGH 20                 | 2                                                                                                                           |               |                |               |
| 21 THROUGH 40                | 4                                                                                                                           |               |                |               |
| 41 THROUGH 60                | 6                                                                                                                           |               |                |               |
| 61 THROUGH 80                | 8                                                                                                                           |               |                |               |
| 81 THROUGH 100               | 10                                                                                                                          |               |                |               |
|                              | REPAIRS: Meets Requirements                                                                                                 |               | 10             | 2             |
| CONDITION                    |                                                                                                                             |               |                |               |
|                              | CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS) |               |                |               |
|                              | CONDITION: Meets Requirements                                                                                               |               | 15             | 15            |
| TECHNOLOGICAL ADVANCEMENTS   | FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS                                                                                 |               | 5              | 5             |
| TOTAL POINTS                 |                                                                                                                             |               | 100            | 78.73         |

CITY OF DARIEN  
 Repair Transaction Cost Detail

| Equipment# | Repair Order#           | Date     | Meter(1) | Shop Loc/<br>Rep Class | Rep Reason/<br>Rep Site |                 |                  |              |
|------------|-------------------------|----------|----------|------------------------|-------------------------|-----------------|------------------|--------------|
| 108        | 0000024386              | 10/10/01 | 1554     | /01                    | 08/01                   |                 |                  |              |
|            | <u>Group-System</u>     |          |          | <u>Mech/Vendor</u>     | <u>Work Acc</u>         | <u>Part(\$)</u> | <u>Labor(\$)</u> | <u>Hours</u> |
|            | 01-PME - PREV. MAINT.   |          |          | 001                    |                         | 18.00           | 0.00             | 0.00         |
| 108        | 0000024601              | 04/12/02 | 3040     | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 001                    |                         | 23.00           | 0.00             | 0.00         |
| 108        | 0000024620              | 05/03/02 | 3310     | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.   |          |          | 001                    |                         | 20.70           | 56.00            | 2.00         |
| 108        | 0000024801              | 10/16/02 | 5218     | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 002                    |                         | 23.00           | 7.50             | 0.50         |
| 108        | 0000025033              | 04/16/03 | 6315     | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 001                    |                         | 23.00           | 14.00            | 0.50         |
| 108        | 0000025247              | 10/15/03 | 6943     | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 002                    |                         | 23.00           | 7.50             | 0.50         |
| 108        | 0000025462              | 04/20/04 | 8270     | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 001                    |                         | 23.00           | 14.00            | 0.50         |
| 108        | 0000025680              | 10/15/04 | 8296     | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 002                    |                         | 23.00           | 7.50             | 0.50         |
| 108        | 0000025776              | 01/07/05 | 8800     | 01/02                  | 01/01                   |                 |                  |              |
|            | 07-41 - AIR INTAKE SYS  |          |          | 001                    |                         | 16.24           | 14.00            | 0.50         |
| 108        | 0000025899              | 04/14/05 | 9533     | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 002                    |                         | 25.00           | 7.50             | 0.50         |
| 108        | 0000026017              | 07/28/05 | 10480    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.   |          |          | 001                    |                         | 32.88           | 28.00            | 1.00         |
| 108        | 0000026136              | 10/20/05 | 10974    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 001                    |                         | 25.00           | 14.00            | 0.50         |
| 108        | 0000026174              | 11/18/05 | 11020    | /01                    | 08/01                   |                 |                  |              |
|            | 09-57 - HYDRAULIC SYS   |          |          | 001                    |                         | 11.80           | 28.00            | 1.00         |
| 108        | 0000026413              | 04/24/06 | 12260    | /01                    | 08/01                   |                 |                  |              |
|            | 05-27 - XMISSION AUTO   |          |          | 001                    |                         | 523.39          | 56.00            | 2.00         |
| 108        | 0000026435              | 04/28/06 | 11920    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 001                    |                         | 25.00           | 14.00            | 0.50         |
| 108        | 0000026604              | 07/25/06 | 13850    | /02                    | 01/01                   |                 |                  |              |
|            | 04-13 - BRAKES          |          |          | 001                    |                         | 85.00           | 84.00            | 3.00         |
| 108        | 0000026644              | 08/14/06 | 14325    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.   |          |          | 001                    |                         | 33.57           | 56.00            | 2.00         |
|            | 03-08 - MIRRORS         |          |          | 001                    |                         | 23.58           | 14.00            | 0.50         |
| 108        | 0000027045              | 10/30/06 | 14622    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 002                    |                         | 30.00           | 7.50             | 0.50         |
| 108        | 0000027111              | 12/20/06 | 15456    | /02                    | 01/01                   |                 |                  |              |
|            | 07-45 - POWER PLANT     |          |          | 002                    |                         | 402.78          | 90.00            | 6.00         |
|            | 01-PMA - PREV. MAINT.   |          |          | 002                    |                         | 35.47           | 15.00            | 1.00         |
| 108        | 0000027138              | 01/25/07 | 15890    | /03                    | 01/01                   |                 |                  |              |
|            | 09-64 - AUGERS & V-BOXS |          |          | 001                    |                         | 41.40           | 112.00           | 4.00         |
| 108        | 0000027257              | 04/26/07 | 17158    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.   |          |          | 001                    |                         | 30.00           | 14.00            | 0.50         |
| 108        | 0000027355              | 07/12/07 | 18900    | /01                    | 08/01                   |                 |                  |              |

CITY OF DARIEN  
 Repair Transaction Cost Detail

| Equipment# | Repair Order#          | Date     | Meter(1) | Shop Loc/<br>Rep Class | Rep Reason/<br>Rep Site |                 |                  |              |
|------------|------------------------|----------|----------|------------------------|-------------------------|-----------------|------------------|--------------|
|            | 01-PMA - PREV. MAINT.  |          |          | 001                    |                         | 39.74           | 42.00            | 1.50         |
| 108        | 0000027416             | 09/04/07 | 19950    | /02                    | 04/01                   |                 |                  |              |
|            | <u>Group-System</u>    |          |          | <u>Mech/Vendor</u>     | <u>Work Acc</u>         | <u>Part(\$)</u> | <u>Labor(\$)</u> | <u>Hours</u> |
|            | 06-34 - LIGHTING SYS   |          |          | 001                    |                         | 22.20           | 28.00            | 1.00         |
| 108        | 0000027434             | 09/12/07 | 20243    | /02                    | 01/01                   |                 |                  |              |
|            | 06-40 - TURN SIGNALS   |          |          | 002                    |                         | 38.80           | 30.00            | 2.00         |
|            | 06-34 - LIGHTING SYS   |          |          | 002                    |                         | 35.89           | 15.00            | 1.00         |
| 108        | 0000027457             | 10/09/07 | 21120    | /01                    | 04/01                   |                 |                  |              |
|            | 04-13 - BRAKES         |          |          | 001                    |                         | 85.55           | 56.00            | 2.00         |
| 108        | 0000027490             | 10/24/07 | 20729    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.  |          |          | 001                    |                         | 30.00           | 14.00            | 0.50         |
| 108        | 0000027509             | 10/30/07 | 21724    | /01                    | 08/01                   |                 |                  |              |
|            | 09-57 - HYDRAULIC SYS  |          |          | 001                    |                         | 34.69           | 14.00            | 0.50         |
| 108        | 0000027515             | 10/31/07 | 21724    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMC - PREV. MAINT.  |          |          | 002                    |                         | 16.16           | 7.50             | 0.50         |
| 108        | 0000027620             | 01/14/08 | 22815    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.  |          |          | 002                    |                         | 40.76           | 15.00            | 1.00         |
|            | 01-PMB - PREV. MAINT.  |          |          | 002                    |                         | 0.00            | 7.50             | 0.50         |
|            | 07-41 - AIR INTAKE SYS |          |          | 002                    |                         | 20.00           | 7.50             | 0.50         |
| 108        | 0000027625             | 01/17/08 | 22815    | /01                    | 04/01                   |                 |                  |              |
|            | 04-13 - BRAKES         |          |          | 002                    |                         | 44.38           | 7.50             | 0.50         |
| 108        | 0000027803             | 04/10/08 | 24510    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.  |          |          | 002                    |                         | 30.00           | 7.50             | 0.50         |
| 108        | 0000027949             | 06/18/08 | 25980    | /01                    | 08/01                   |                 |                  |              |
|            | 04-13 - BRAKES         |          |          | 002                    |                         | 43.97           | 15.00            | 1.00         |
| 108        | 0000028003             | 08/11/08 | 27190    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.  |          |          | 001                    |                         | 40.06           | 56.00            | 2.00         |
|            | 07-43 - EXHAUST SYS    |          |          | 001                    |                         | 461.36          | 56.00            | 2.00         |
| 108        | 0000028060             | 09/17/08 | 27635    | /01                    | 08/01                   |                 |                  |              |
|            | 06-39 - HORN & SIREN   |          |          | 002                    |                         | 66.72           | 45.00            | 3.00         |
| 108        | 0000028105             | 10/27/08 | 27635    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.  |          |          | 002                    |                         | 30.00           | 7.50             | 0.50         |
| 108        | 0000028177             | 12/12/08 | 27635    | /01                    | 08/01                   |                 |                  |              |
|            | 06-32 - CRANKING SYS   |          |          | 001                    |                         | 1,281.65        | 28.00            | 1.00         |
| 108        | 0000028180             | 12/18/08 | 28402    | /01                    | 08/01                   |                 |                  |              |
|            | 06-35 - BATTERY        |          |          | 001                    |                         | 297.64          | 84.00            | 3.00         |
| 108        | 0000028335             | 04/28/09 | 29863    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.  |          |          | 002                    |                         | 30.00           | 7.50             | 0.50         |
| 108        | 0000028364             | 05/15/09 | 30612    | /01                    | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.  |          |          | 002                    |                         | 40.15           | 15.00            | 1.00         |
|            | 07-41 - AIR INTAKE SYS |          |          | 002                    |                         | 44.14           | 3.75             | 0.25         |
| 108        | 0000028365             | 05/19/09 | 30620    | /01                    | 08/01                   |                 |                  |              |
|            | 04-16 - SUSPENSION     |          |          | 001                    |                         | 1,166.64        | 112.00           | 4.00         |
|            | 01-PME - PREV. MAINT.  |          |          | 001                    |                         | 461.94          | 56.00            | 2.00         |
| 108        | 0000028485             | 08/12/09 | 31438    | /01                    | 08/01                   |                 |                  |              |
|            | 04-15 - STEERING       |          |          | 002                    |                         | 262.41          | 15.00            | 1.00         |

CITY OF DARIEN  
 Repair Transaction Cost Detail

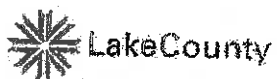
| Equipment# | Repair Order#          | Date     | Meter(1) | Shop Loc/<br>Rep Class | Rep Reason/<br>Rep Site |                    |                 |                 |                  |              |
|------------|------------------------|----------|----------|------------------------|-------------------------|--------------------|-----------------|-----------------|------------------|--------------|
|            |                        |          |          |                        |                         | <u>Mech/Vendor</u> | <u>Work Acc</u> | <u>Part(\$)</u> | <u>Labor(\$)</u> | <u>Hours</u> |
| 108        | 0000028560             | 10/13/09 | 31453    | /01                    | 08/01                   |                    |                 |                 |                  |              |
|            | <u>Group-System</u>    |          |          |                        |                         |                    |                 |                 |                  |              |
|            | 01-PME - PREV. MAINT.  |          |          |                        |                         | 002                |                 | 30.00           | 7.50             | 0.50         |
| 108        | 0000028645             | 12/10/09 | 31930    | 01/02                  | 01/01                   | 001                |                 | 26.56           | 28.00            | 1.00         |
|            | 07-44 - FUEL SYS       |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000028746             | 03/03/10 | 34050    | 01/01                  | 08/01                   | 001                |                 | 42.71           | 70.00            | 2.50         |
|            | 01-PMA - PREV. MAINT.  |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000028763             | 03/10/10 | 34050    | 01/02                  | 01/01                   | 001                |                 | 277.00          | 168.00           | 6.00         |
|            | 01-PMB - PREV. MAINT.  |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000028812             | 04/20/10 | 34056    | 01/01                  | 08/01                   |                    |                 | 0.00            | 0.00             | 0.00         |
|            | 01-PME - PREV. MAINT.  |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029025             | 10/04/10 | 34988    | 01/01                  | 08/01                   |                    |                 | 0.00            | 0.00             | 0.00         |
|            | 01-PME - PREV. MAINT.  |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029060             | 11/17/10 | 34593    | 01/02                  | 01/01                   | 002                |                 | 187.49          | 30.00            | 2.00         |
|            | 06-31 - CHARGING SYS   |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029078             | 12/04/10 | 35069    | 01/02                  | 01/01                   | 002                |                 | 543.57          | 45.00            | 3.00         |
|            | 05-27 - XMISSION AUTO  |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029235             | 04/28/11 | 37091    | 01/01                  | 08/03                   |                    |                 | 0.00            | 30.00            | 0.00         |
|            | 01-PME - PREV. MAINT.  |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029268             | 05/20/11 | 37220    | 01/02                  | 01/01                   | 001                |                 | 171.70          | 28.00            | 1.00         |
|            | 04-15 - STEERING       |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029392             | 08/31/11 | 38546    | 01/01                  | 08/01                   | 002                |                 | 40.07           | 30.00            | 2.00         |
|            | 01-PMA - PREV. MAINT.  |          |          |                        |                         |                    |                 |                 |                  |              |
|            | 07-41 - AIR INTAKE SYS |          |          |                        |                         | 002                |                 | 44.37           | 3.75             | 0.25         |
| 108        | 0000029423             | 09/27/11 | 36420    | 01/02                  | 01/01                   | 002                |                 | 45.23           | 15.00            | 1.00         |
|            | 06-38 - ELECT SHORTS   |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029434             | 10/03/11 | 39004    | 01/02                  | 01/01                   | 002                |                 | 45.23           | 15.00            | 1.00         |
|            | 06-33 - IGNITION SYS   |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029437             | 10/05/11 | 39260    | 01/02                  | 01/01                   | 002                |                 | 226.69          | 56.25            | 3.75         |
|            | 04-13 - BRAKES         |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029463             | 10/26/11 | 39115    | 01/01                  | 08/03                   |                    |                 | 0.00            | 30.00            | 0.00         |
|            | 01-PME - PREV. MAINT.  |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029512             | 12/21/11 | 40260    | 01/02                  | 01/01                   | 002                |                 | 53.03           | 15.00            | 1.00         |
|            | 04-14 - FRAME          |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029564             | 01/14/12 | 39754    | 01/02                  | 01/01                   | 002                |                 | 129.87          | 60.00            | 4.00         |
|            | 04-13 - BRAKES         |          |          |                        |                         |                    |                 |                 |                  |              |
|            | 09-65 - PLOWS          |          |          |                        |                         | 002                |                 | 30.00           | 15.00            | 1.00         |
| 108        | 0000029720             | 04/04/12 | 40401    | 01/01                  | 08/03                   |                    |                 | 0.00            | 30.00            | 0.00         |
|            | 01-PME - PREV. MAINT.  |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029759             | 06/06/12 | 40640    | 01/03                  | 01/01                   | 002                |                 | 129.40          | 60.00            | 4.00         |
|            | 04-13 - BRAKES         |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029820             | 07/18/12 | 40996    | 01/02                  | 04/01                   | 002                |                 | 0.00            | 45.00            | 3.00         |
|            | 03-08 - MIRRORS        |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029911             | 10/09/12 | 41419    | 01/03                  | 01/01                   | 002                |                 | 59.95           | 30.00            | 2.00         |
|            | 09-57 - HYDRAULIC SYS  |          |          |                        |                         |                    |                 |                 |                  |              |
| 108        | 0000029953             | 10/30/12 | 41323    | 01/01                  | 08/03                   |                    |                 |                 |                  |              |

CITY OF DARIEN  
 Repair Transaction Cost Detail.

| Equipment# | Repair Order#             | Date     | Meter(1) | Shop Loc/<br>Rep Class | Rep Reason/<br>Rep Site |                 |                  |              |
|------------|---------------------------|----------|----------|------------------------|-------------------------|-----------------|------------------|--------------|
|            | 01-PME - PREV. MAINT.     |          |          |                        |                         | 0.00            | 30.00            | 0.00         |
| 108        | 0000029957                | 11/05/12 | 41620    | 01/03                  | 01/01                   |                 |                  |              |
|            | <u>Group-System</u>       |          |          | <u>Mech/Vendor</u>     | <u>Work Acc</u>         | <u>Part(\$)</u> | <u>Labor(\$)</u> | <u>Hours</u> |
|            | 09-64 - AUGERS & V-BOXS   |          |          | 002                    |                         | 141.76          | 97.50            | 6.50         |
| 108        | 0000030055                | 02/12/13 | 42353    | 01/03                  | 01/01                   |                 |                  |              |
|            | 09-63 - HOSES & FITTING   |          |          | 002                    |                         | 281.08          | 60.00            | 4.00         |
| 108        | 0000030062                | 02/26/13 | 42369    | 01/03                  | 01/01                   |                 |                  |              |
|            | 04-13 - BRAKES            |          |          | 002                    |                         | 295.60          | 120.00           | 8.00         |
| 108        | 0000030075                | 03/08/13 | 42887    | 01/03                  | 01/01                   |                 |                  |              |
|            | 09-64 - AUGERS & V-BOXS   |          |          | 002                    |                         | 0.00            | 60.00            | 4.00         |
| 108        | 0000030076                | 03/11/13 | 42887    | 01/03                  | 01/01                   |                 |                  |              |
|            | 09-64 - AUGERS & V-BOXS   |          |          | 002                    |                         | 0.00            | 45.00            | 3.00         |
| 108        | 0000030253                | 08/02/13 | 42971    | 01/03                  | 01/01                   |                 |                  |              |
|            | 04-16 - SUSPENSION        |          |          | 002                    |                         | 1,191.88        | 90.00            | 6.00         |
|            | 04-13 - BRAKES            |          |          | 002                    |                         | 506.52          | 15.00            | 1.00         |
| 108        | 0000030254                | 08/05/13 | 42971    | 01/03                  | 01/01                   |                 |                  |              |
|            | 06-31 - CHARGING SYS      |          |          | 002                    |                         | 227.40          | 30.00            | 2.00         |
| 108        | 0000030255                | 08/06/13 | 42977    | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.     |          |          | 002                    |                         | 61.93           | 26.25            | 1.75         |
|            | 01-PMC - PREV. MAINT.     |          |          | 002                    |                         | 76.22           | 22.50            | 1.50         |
|            | 07-41 - AIR INTAKE SYS    |          |          | 002                    |                         | 44.37           | 3.75             | 0.25         |
| 108        | 0000030355                | 11/07/13 | 45167    | 01/03                  | 01/01                   |                 |                  |              |
|            | 07-44 - FUEL SYS          |          |          | 002                    |                         | 133.36          | 120.00           | 8.00         |
| 108        | 0000030371                | 11/27/13 | 42887    | 01/01                  | 08/03                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.     |          |          |                        |                         | 0.00            | 30.00            | 0.00         |
| 108        | 0000030403                | 12/02/13 | 43363    | 01/03                  | 01/01                   |                 |                  |              |
|            | 05-21 - AXEL FRONT        |          |          | 002                    |                         | 0.00            | 45.00            | 3.00         |
|            | 04-16 - SUSPENSION        |          |          | 002                    |                         | 43.00           | 7.50             | 0.50         |
| 108        | 0000030409                | 01/21/14 | 45359    | 01/03                  | 01/01                   |                 |                  |              |
|            | 05-22 - AXEL REAR         |          |          | 002                    |                         | 1,037.15        | 90.00            | 6.00         |
| 108        | 0000030416                | 02/07/14 | 46308    | 01/03                  | 01/01                   |                 |                  |              |
|            | 05-27 - XMISSION AUTO     |          |          | 002                    |                         | 600.80          | 67.50            | 4.50         |
|            | 09-63 - HOSES & FITTING   |          |          | 002                    |                         | 19.26           | 7.50             | 0.50         |
| 108        | 0000030449                | 03/22/14 | 47271    | 01/02                  | 01/01                   |                 |                  |              |
|            | 05-27 - XMISSION AUTO     |          |          | 002                    |                         | 171.88          | 300.00           | 20.00        |
| 108        | 0000030497                | 04/30/14 | 47323    | 01/01                  | 08/03                   |                 |                  |              |
|            | 01-PME - PREV. MAINT.     |          |          |                        |                         | 0.00            | 30.00            | 0.00         |
| 108        | 0000030552                | 06/16/14 | 48486    | 01/01                  | 08/01                   |                 |                  |              |
|            | 01-PMA - PREV. MAINT.     |          |          | 002                    |                         | 97.23           | 45.00            | 3.00         |
|            | 07-41 - AIR INTAKE SYS    |          |          | 002                    |                         | 44.37           | 3.75             | 0.25         |
|            | 04-13 - BRAKES            |          |          | 002                    |                         | 55.40           | 7.50             | 0.50         |
| 108        | 0000030559                | 06/24/14 | 48580    | 01/03                  | 01/01                   |                 |                  |              |
|            | 02-17 - TIRES, TUBES, ETC |          |          | 002                    |                         | 640.52          | 45.00            | 3.00         |
| 108        | 0000030608                | 08/08/14 | 48625    | 01/03                  | 01/01                   |                 |                  |              |
|            | 03-05 - GLASS REPAIR      |          |          | 002                    |                         | 219.94          | 7.50             | 0.50         |
|            | 09-64 - AUGERS & V-BOXS   |          |          | 002                    |                         | 0.00            | 3.75             | 0.25         |
| 108        | 0000030717                | 10/28/14 | 48630    | 01/01                  | 08/03                   |                 |                  |              |

CITY OF DARIEN  
 Repair Transaction Cost Detail

| Equipment# | Repair Order#           | Date     | Meter(1) | Shop Loc/<br>Rep Class | Rep Reason/<br>Rep Site |                  |                  |               |
|------------|-------------------------|----------|----------|------------------------|-------------------------|------------------|------------------|---------------|
|            | 01-PME - PREV. MAINT.   |          |          |                        |                         | 0.00             | 30.00            | 0.00          |
| 108        | 0000030809              | 03/03/15 | 50846    | 01/03                  | 01/01                   |                  |                  |               |
|            | <u>Group-System</u>     |          |          | <u>Mech/Vendor</u>     | <u>Work Acc</u>         | <u>Part(\$)</u>  | <u>Labor(\$)</u> | <u>Hours</u>  |
|            | 06-36 - MARS & STROBE   |          |          | 002                    |                         | 101.95           | 7.50             | 0.50          |
| 108        | 0000030869              | 04/29/15 | 50900    | 01/01                  | 08/03                   |                  |                  |               |
|            | 01-PME - PREV. MAINT.   |          |          |                        |                         | 0.00             | 30.00            | 0.00          |
| 108        | 0000030896              | 05/18/15 | 51227    | 01/03                  | 01/01                   |                  |                  |               |
|            | 02-17 - TIRES,TUBES,ETC |          |          | 002                    |                         | 567.14           | 22.50            | 1.50          |
| 108        | 0000035671              | 09/26/06 | 14950    | /02                    | 01/01                   |                  |                  |               |
|            | 03-08 - MIRRORS         |          |          | 001                    |                         | 138.68           | 28.00            | 1.00          |
|            |                         |          |          | <b>Grand Total</b>     |                         | <u>14,962.97</u> | <u>3,752.25</u>  | <u>191.25</u> |



Purchasing Division

19 N. County St. - 9th Fl.  
Waukegan, Illinois 60085  
Phone 847-377-2928

February 24, 2015

JX - Peterbuilt  
42400 Hwy 41  
Wadsworth, IL 60083  
Attn: Todd Peterson

**CONTRACT DESCRIPTION:** Purchase of (4) Snow Plow Trucks for Lake County DOT  
**CONTRACT** #15015

Dear Mr. Peterson:

You are hereby awarded Contract #15015 in the amount of \$430,840. Per the terms of the RFP #15015 please submit the required certificate of insurance. This is not an order. Vendors shall make deliveries only as directed by Purchase Order. Invoices must reference purchase order number to insure prompt payment.

Thank you for your interest in doing business with Lake County.

Sincerely,

RuthAnne Hall  
Purchasing Agent

SEE ITEM 29



**28. NON-ENFORCEMENT BY THE COUNTY**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the County, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

**29. JOINT PURCHASING**

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder. The bidder agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders and governmental units shall be resolved between the immediate parties.

The bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other governmental unit.

The bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured, and certified payrolls to the other governmental unit as required.

**30. ECONOMIC OPPORTUNITY PROGRAM**

Lake County launched a Buy Local, Build Local, Work Local Initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment the County will make every effort to achieve the following objectives:

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

Successful bidders are encouraged to work with Workforce Development to post any and all opportunities for employment on County contracts. Lake County's Workforce Development mission is to foster and ensure the economic prosperity of the Lake County community by maximizing the potential of businesses and workers. As such, Workforce Development provides a key resource for job seekers and employers.

State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender.



535 E. South Frontage Rd / Bolingbrook, IL / 60440

Date: 9-11-2015

To: Village of Darien  
 Kris Throm  
 1041 Frontage Rd  
 Darien, IL. 60561

REF: Lake County DOT Joint Purchase # 15015

Dear Kris,

We are pleased to quote the following Peterbilt Model 348 TANDEM AXLE per the attached summary which utilizes the Lake County Joint Purchase Contract number 15015 pricing with the specification discussed to accommodate the Village of Darien's requirements .

2016 Model 348 \$ 99,938.28 ✓ ( As Per Attached )  
 Doc Fee \$ 168.00 ✓  
 Title / Plates \$ 105.00 ✓  
 Heated Windshield \$ 725.00 ✓  
 13' Henderson Muni \$ 81,895.00 ✓ ( As Per Attached )  
 Total Sale \$ 182,831.28  
 2,750

| CAB AND CHASIS | HENDERSON EQUIP | TOTAL COST    |
|----------------|-----------------|---------------|
| \$ 99,938.28   | \$ 81,895.00    |               |
| \$ 168.00      |                 |               |
| \$ 105.00      |                 |               |
| \$ 725.00      |                 |               |
| \$ 2,750.00    |                 |               |
| \$ 103,686.28  | \$ 81,895.00    | \$ 185,581.28 |

Municipal FET and Sales Tax Exempt // Final Payment Due Upon Delivery

OPTIONS

- ~~1. Delete 10' Cab Extension \$ 3,000.00~~
- ~~2. Delete 3M Tire \$ 900.00~~
- ~~3. Delete 7 Handle / Air Push Button Trans. Shifter \$ 303.00~~
- ~~4. Delete 4 Way Heated Motorized Mirrors \$ 176.00~~
- 5. ADD FOR 5 year / 100K Warranty \$ 2,750.00 ✓

**Rick Michalowski** | Vocational Account Manager  
 JX Enterprises, Inc.  
 Cell 708-207-2354 | Fax 708-460-8991  
[rmichalowski@jxe.com](mailto:rmichalowski@jxe.com)  
[www.JXE.com](http://www.JXE.com)

PETERBILT

JX Peterbilt - Wadsworth P125  
42400 Old Hwy 41

City of Darien  
1041 S Frontage Rd

Wadsworth, Illinois United States 60083  
Phone: (847) 395-7222  
Fax: (847) 395-7240  
Email:

Darien, Illinois United States 60561  
Phone:  
Fax:  
Contact Email: kthrom@darienil.gov  
Prepared for: Kris Throm

### Vehicle Summary

|                         | Unit                |                 | Chassis                    |          |
|-------------------------|---------------------|-----------------|----------------------------|----------|
| Model:                  |                     | Model 348       | Fr Axle Load (lbs):        | 20000    |
| Type:                   |                     | Full Truck      | Rr Axle Load (lbs)         | 40000    |
| Description:            |                     | Darien-Tandem   | G.C.W. (lbs):              | 60000    |
|                         | <b>Application</b>  |                 | Road Conditions:           |          |
| Intended Serv.:         |                     | Snowplow        | Class A (Highway)          | 100      |
| Commodity:              |                     | Other Commodity | Class B (Hwy/Mtn)          | 0        |
|                         | <b>Body</b>         |                 | Class C (Off-Hwy)          | 0        |
| Type:                   |                     | End Dump        | Class D (Off-Road)         | 0        |
| Length (ft):            |                     | 13              | Maximum Grade:             | 6        |
| Height (ft):            |                     | 11.0            | Wheelbase (in):            | 188      |
| Max Laden Weight (lbs): |                     | 3200            | Overhang (in):             | 74.79999 |
|                         | <b>Trailer</b>      |                 | Fr Axle to BOC (in):       | 69.8     |
| No. of Trailer Axles:   |                     | 0               | Cab to Axle (in):          | 118.2    |
| Type:                   |                     |                 | Cab to EOF (in):           | 193.0    |
| Length (ft):            |                     | 0               | Overall Comb. Length (in): | 329      |
| Height (ft):            |                     | 0.0             |                            |          |
| Kingpin Inset (in):     |                     | 0               | <b>Special Req.</b>        |          |
| Corner Radius (in):     |                     | 0               | United States Registry     |          |
|                         | <b>Restrictions</b> |                 |                            |          |
| Length (ft):            |                     | 40              |                            |          |
| Width (in):             |                     | 102             |                            |          |
| Height (ft):            |                     | 13.5            |                            |          |

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**

|          |                                                                                                                                                                                                                                                 |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C</b> | Ask your dealer for a quote today, or visit our website @ <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a> .<br><br>PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs. |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

|                 |                      |                 |                 |           |
|-----------------|----------------------|-----------------|-----------------|-----------|
| Printed:        | 9/18/2015 2:26:34 PM | <b>Complete</b> | Model Number:   | Model 348 |
| Effective Date: | Jul 1, 2015          |                 | Quote/DTPO/CO:  | Q50312301 |
| Prepared by:    | ID: rmich            |                 | Version Number: | 31.10     |

PETERBILT

**JX Peterbilt - Wadsworth P125**  
**42400 Old Hwy 41**

**City of Darien**  
**1041 S Frontage Rd**

**Wadsworth, Illinois United States 60083**  
**Phone: (847) 395-7222**  
**Fax: (847) 395-7240**  
**Email:**

**Darien, Illinois United States 60561**  
**Phone:**  
**Fax:**  
**Contact Email: kthrom@darienil.gov**  
**Prepared for: Kris Throm**

**Base Model**

**Description**

**Model 348**  
**Other Commodity**  
**Snowplow**  
 Truck which is configured for mounting a snowplow to the front. May also have dump or other body.  
**End Dump**  
**United States Registry**

**Configuration**

**Not Applicable**  
 Secondary Manufacturer

**Frame & Equipment**

**11-5/8in Steel Rails to 444in**  
 11.625 x 3.874 x .375 Dimension, 2,568,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 21.4 cubic inches. Weight: 1.91 lbs/inch pair  
**Custom Wheelbase or Overhang**  
 Engineering approval may be required.  
**Three-Piece Crossmembers**  
**FEPTO Provision 27.8in Bumper Extension**  
 Includes Crankshaft Adapter Plate and Stationary Grille. Requires FEPTO Bumper.  
**EOF Square without Xmbr**  
 For use with body builder installed crossmember.  
**Omit Rear Mudflaps and Hangers**

**Front Axle & Equipment**

**Dana Spicer D2000F 20,000 lb, 3.5In Drop**  
 Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.  
**Taper Leaf Springs, Shocks 20,000 lb**  
 Standard with Heavy Resistance Shocks.  
**Power Steering Sheppard HD94 Dual**  
 For use with 16,000 to 20,000 lb. axle ratings.  
**Power Steering Reservoir Frame Mounted w/Cooler**  
**PHP10 Iron LMS Hubs-Air Disc**

**Air Disc Front Brakes**

Complies with reduced stopping distance regulations.

**Dust Shields, CAM And Air Disc Brakes, Front Axle****Gusseted Cam Brackets, Steer Axle****Rear Axle & Equipment****Meritor MT40-14X 40,000 lb****PHP10 Iron LMS Hubs**

11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.

**Parking Brakes (Axle Package)****Dust Shields For Cam Brakes, Drive Axle(s)****Diff Lock Rear-Rear Or Single Drive Axle**

(Air Rocker Switch occupies the space of one gauge)

**Asphalt Dump Brake Chamber Clearance**

Use only with S-Cam brakes.

**Gusseted Cam Brackets, Drive Axle(s)****SBM Valve**

Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.

**Stability System Not Selected or Not Available****Anti-Lock Braking System (ABS) 4S4M**

ABS-6. Includes air braking system.

**Synthetic Axle Lubricant All Axles**

Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.

**Bendix Air Cam Rear Drum Brakes 16.5x7**

Inc automatic slack adjusters & outboard mounted brake drums.

**Tandem Drive Axle (Model 348)****Ratio 6.83 Rear Axle****Peterbilt Air Trac 40,000 lb, 54in Axle Spacing**

Light Weight

**Locate Single Leveling Valve Forward Drive Axle**

of Peterbilt Air Suspension (not avail with Low Air Leaf Susp or Low Low Air Leaf Susp)

**Dash Mtd Dump Switch With Indicator Light**

For suspension

**Engine & Equipment****PACCAR PX-9 330@2000 GOV@2200 1000@1400**

(2013 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.

N21320 N205 120..Standard Maximum Speed Limit [LSL]

N21330 N207 0....Expiration Distance

N21340 P005 120..Hard Maximum Speed Limit

N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed

N21360 P110 0....Accelerator Lower Droop

N21370 P059 64...Maximum Cruise Speed

N21380 P111 0....Cruise Control Lower Droop

N21400 N203 252..Reserve Speed Function Reset Distance  
 N21410 N202 0....Maximum Cycle Distance  
 N21420 N206 10...Maximum Active Distance  
 N21430 N201 0....Reserve Speed Limit Offset  
 N21440 P016 No...Engine Protection Shutdown  
 N21450 P026 No...Gear Down Protection  
 N21460 P046 1400.Max PTO Speed  
 N21470 P062 No...Cruise Control Auto Resume  
 N21480 P068 No...Auto Engine Brake in Cruise  
 N21500 N209 0....Expiration Distance  
 N21510 P520 Yes..Enable Idle Shutdown Park Brake Set  
 N21520 P030 5....Timer Setting  
 N21530 P233 Yes..Enable Impending Shutdown Warning  
 N21540 P234 60...Timer For Impending Shutdown Warning  
 N21550 P516 35...Engine Load Threshold  
 N21570 P031 No...Idle Shutdown Manual Override  
 N21590 P230 Yes..Enable Hot Ambient Automatic Override  
 N21610 P172 40...Low Ambient Temperature Threshold  
 N21620 P173 60...Intermediate Ambient Temperature Threshold  
 N21630 P171 80...High Ambient Temperature Threshold

#### **Engine Idle Shutdown Timer Disabled**

#### **Enable EIST Ambient Temp Override**

#### **Eff EIST NA Expiration Miles**

#### **Effective VSL Setting NA**

#### **Belly Pan**

#### **CARB Engine Idling Compliance**

PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.

#### **PACCAR 160 Amp Alternator, Brushed**

#### **Immersion Type Block Heater 110-120V**

Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.

#### **PACCAR 12V Starter**

#### **3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA**

Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.

#### **Big Switch Battery Disconnect**

Mounted on Battery Box

#### **Battery Jumper Terminal Mounted Under Hood**

LH Frame Rail. Not available with PX-7 engines.

#### **2-Speed Fan Clutch For Frequent Start/Stops**

#### **18.7 CFM Air Compressor**

Furnished on engine. Teflon lined stainless steel braided compressor discharge line.

#### **Spin-On Fuel Filter/Water Separator, 12V Heated**

Frame Mounted. In addition to the fuel filter supplied with the engine. Includes fuel water separator on Models 330, 337, and 348.

#### **High Efficiency Cooling System**

Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 382/365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in.

#### **Radial Seal, Dry Type Air Cleaner, Frontal**

Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.

#### **Exhaust Single RH Side Of Cab**

DPF/SCR RH under cab. Includes cab entry RH under cab and full round stainless steel exhaust guard.

#### **Curved Tip Standpipe(s)**

**18in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)**

### **Transmission & Equipment**

#### **Allison 3000 RDS-P Transmission, Gen 5**

Rugged Duty Series. Includes Rear Transmission Support, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing.

(Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65 / Reverse Ratios: DR-(5.03)

#### **1710 HD Driveline, 1 Midship Bearing**

#### **Programming Allison Snowplow**

Primary shift 1 and shift 2, secondary shift schedule fixed 2 (no LBSS)

#### **Allison FuelSense Not Desired**

#### **Allison 6-Speed Configuration, Close Ratio Gears**

3000 Series Transmissions

#### **Seat Mounted Lever Shifter**

### **Air & Trailer Equipment**

#### **Bendix AD-IS Air Dryer with Heater**

An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.

#### **Berg Pull Cord Drain Valve(s) - All Air Tanks**

#### **Nylon Chassis Hose**

#### **Steel Painted Air Tanks**

All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.

#### **7-Way Electric Harness with Socket Mounted EOF**

#### **Body Connections 5ft BOC**

Junction Box contains light and power circuits for Body Connections located 5ft from BOC.

### **Tires & Wheels**

#### **FF: GY 20ply 315/80R22.5 G289 WHA**

Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.

#### **RR: GY 16ply 11R24.5 G182 RSD**

Diameter = 44.1 inches; SLR = 20.8 inches

#### **Code-rear Tire Qty 08**

#### **FF: Accur Stl Armor 29039PK 22.5X9.00**

PHP10-5 Hand Holes

#### **RR: Accur Steel Armor 28827PK 24.5X8.25**

Heavy Duty PHP10-2 Hand Holes

#### **Code-rear Rim Qty 08**

### **Fuel Tanks**

**26in Aluminum 70 Gallon Fuel Tank LH U/C**

Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.

**Location LH U/C 70 Gallon**

**DEF Tank Mounted LH BOC**

Models 210, 220 and 320 mounted LH cab fender.

**Standard DEF To Fuel Ratio 2:1 Or Greater**

**DEF Tank Small**

### **Battery Box & Bumper**

**Aluminum Space Saver Battery Box RH BOC**

Battery Access From Side

**Aftertreatment RH U/C Alum Non-Slip Cab Entry**

Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.

**Steel Bumper Swept Back Painted Black, FEPTO only**

With two tow pin holes and step plates on top of bumper.

### **Cab & Equipment**

**Alum Cab 108in BBC Metton Hood w/Bright Crown**

includes view window RH door and convex mirror over RH door.

**Severe Service Cab Package #1**

Includes Aluminum side skins, aluminum rear skin, steel windshield mask, steel firewall, and steel front floor sheet on all cabs, and additional reinforcement structure on the back wall of the day cab.

**Thermal Insulation Package In Cab**

Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.

**10 Inch Extension for Ultra Day Cab**

Add additional 10" to the loadspace dimension— refer to the horizontal dimension workscreen.

**Rubber Fender Lips 2 Inch Wide**

**Peterbilt UltraRide Driver Seat**

**Peterbilt UltraRide Passenger Seat**

**Drivers Armrest - RH Only**

Required in Model 587 with Evolution LX seats. Optional with Evolution ST and Rolltek Seats.

**Black Seat Color ipo Standard Color**

**Air Ride Driver**

**High Back Driver**

**Vinyl Driver**

**Non-Air Ride Passenger**

**High Back Passenger**

**Vinyl Passenger**

**Adjustable Steering Column - Tilt/Telescope**

**Steering Wheel with Peterbilt Logo**

Steering Wheel with embossed Peterbilt logo over horn button.

**Interior Grey/Black**

Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.

**Day Cab Rear Window**



**One Piece Curved Windshield****Combo Fresh Air Heater/Air Conditioner**

With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.

**Cup Holder (Floor Mounted)**

Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.

**Outside Sunvisor - Stainless Steel**

Available for Day Cab and Low Roof Sleeper.

**Aero Mirrors Ea Side Htd & Mtrzd 4-Way Adjustable**

Bright Finish with Convex

**Power Package**

Includes power door locks and power windows.

**(1) Air Horn 15in Painted**

Mounted under cab.

**Standard Speaker Package For Cab**

(2) Speakers

**ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.**

**CB Terminals/Wiring Mtd Under Header**

Radio Antenna Mounted on LH Mirror Bracket

**Plug-In Auto Reset Circuit Breaker**

in place of fuses in junction box.

**Peterbilt Electric Windshield Wipers**

With Intermittent Feature.

**Backup Alarm (107dB)****Air Restriction Indicator**

Mounted on air cleaner or intake piping.

**(2) Additional Electric Switches Without Wiring****Main Instrumentation Panel, Graphics Display**

Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.

**(1) Additional Air Rocker, Guard**

Indicator light, plumbed to firewall (light and plumbing not included on Model 387) (occupies the space of one gauge). Blank label.

**Headlights Composite Fender Mounted**

Integral Park, Turn, and Side Marker

**(5) Marker Lights, Aero LED**

Light Emitting Diodes

**(2) SSTL Brkts Roof Mounted F/O Beacon/Strobe**

Lights. Mounted above each door toward rear - Includes switch and wiring.

**(2) Addl Dome/Reading Lights, Ceiling Mounted****LED Stop/Turn/Tail**

40204 Backup, bracket mounted LH/RH EOF

**Paint****Standard Paint Color Selection****(1) Color Axalta Two Stage - Cab/Hood**

Base Coat/Clear Coat

N85020 A - L0006EB WHITE - Stand

N85400 HOOD TOP L0006EB WHITE - Stand  
 N85500 CAB ROOF L0006EB WHITE - Stand  
 N85200 FRAME N0001EA BLACK  
 N85300 FENDER L0006EB WHITE - Stand

**Options Not Subject To Discount**

**PACCAR 2013 PX-9 Protection Plan 1 (5/100)**

Five Years/100,000 Miles/160,935 Kilometers. Coverage is 100 percent parts and labor with no deductibles on internally lubricated components and major engine systems including turbo charger, water pump, and fuel injectors.

**PACCAR 2013 PX-9 Aftertreatment Coverage (5/100)**

Five Years/100,000 Miles/160,935 Kilometers. Coverage is 100 percent parts and labor with no deductibles on the DEF controller / dosing unit / dosing valve, SCR catalyst, catalytic converter particulate filter, SCR/DPF temperature sensor interface module, and other related aftertreatment parts as detailed in Cummins Bulletin #3381446.

**Medium Duty Emissions Surcharge**

**Miscellaneous**

Total Weight

15591

**Prices and Specifications Subject to Change Without Notice.**

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

|                 |                      |                 |                 |           |
|-----------------|----------------------|-----------------|-----------------|-----------|
| Printed:        | 9/18/2015 2:26:34 PM | <b>Complete</b> | Model Number:   | Model 348 |
| Effective Date: | Jul 1, 2015          |                 | Quote/DTPO/CO:  | Q50312301 |
| Prepared by:    | ID: rmich            |                 | Version Number: | 31.10     |

# NO HIDDEN CHARGES

# NJPA AWARDED CONTRACT

# Henderson®

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AND DELIVERY!**



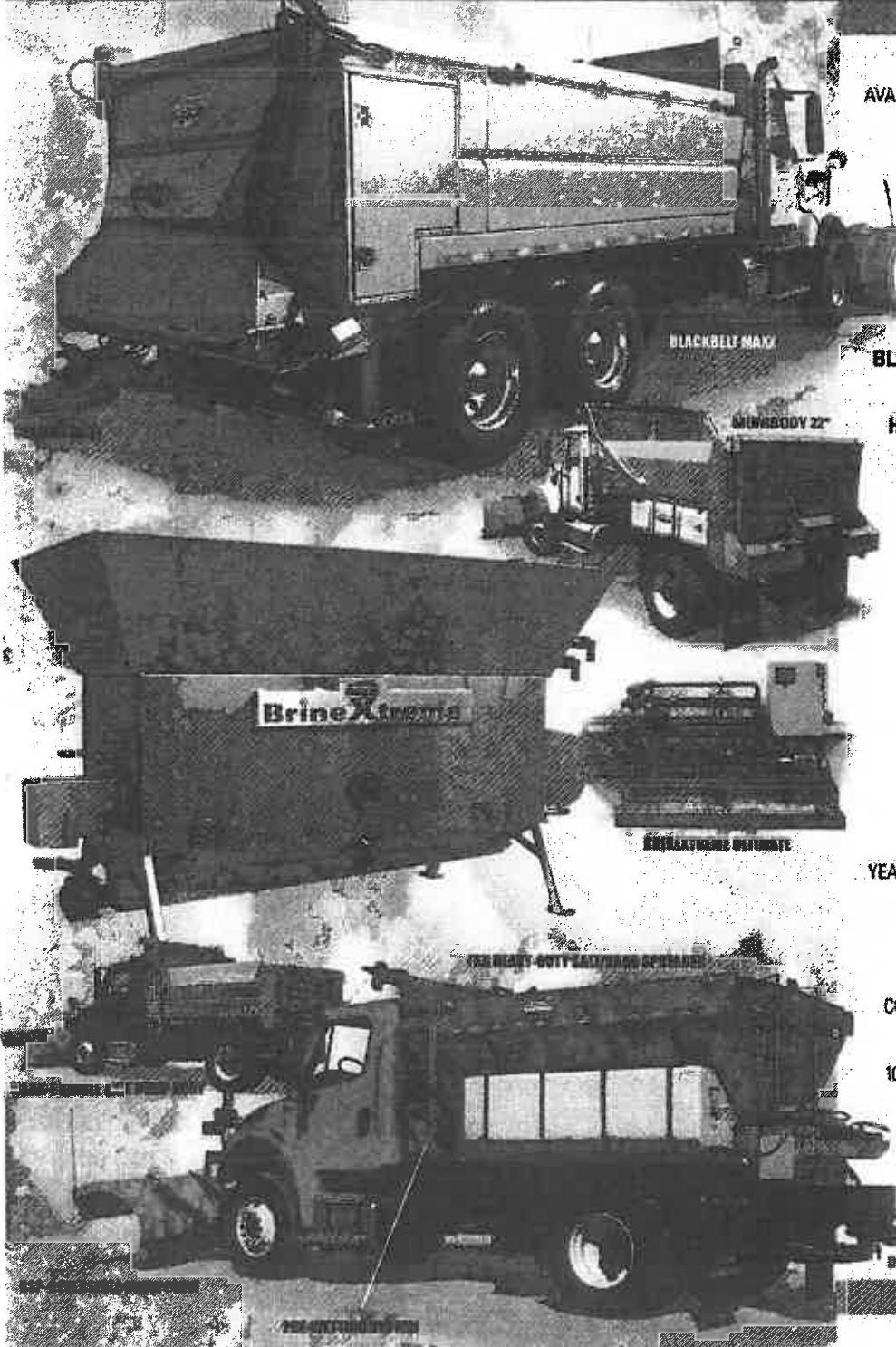
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# CONTRACT 080114-HPI

**PRICING INCLUDES EQUIPMENT, HYDRAULICS, INSTALLATION AND DELIVERY!**



**PRODUCTS AVAILABLE**

**RSP - REVERSIBLE SNOW PLOW**  
AVAILABLE IN POLY, MILD STEEL OR STAINLESS STEEL MOLDBOARD

**MARK-E SINGLE AXLE DUMP BODY**  
AVAILABLE IN MILD OR STAINLESS STEEL

**MARK-E TANDEM AXLE DUMP BODY**  
AVAILABLE IN MILD OR STAINLESS STEEL

**MUNIBODY (22° or 35° SLOPED SIDES)**  
COMBINATION DUMP BODY & SPREADER  
AVAILABLE IN MILD OR STAINLESS STEEL

**BLACKBELT MAXX ALL-SEASON MULTI-PURPOSE BODY**  
AN ADVANCED COMBINATION BODY

**HENDERSON WING SYSTEMS (CABLE or HYDRAULIC)**  
AVAILABLE WITH MILD OR STAINLESS STEEL MOLDBOARD

**UNDERBODY SCRAPER (FIXED or REVERSING)**  
AVAILABLE WITH MILD OR STAINLESS STEEL MOLDBOARD

**FSH - HEAVY-DUTY SALT/SAND SPREADER**  
AVAILABLE IN MILD OR STAINLESS STEEL

**TGS - TAILGATE SPREADER**  
LOW MAINTENANCE SPREADER  
AVAILABLE IN MILD OR STAINLESS STEEL

**PRE-WETTING SYSTEMS**  
HYDRAULIC OR ELECTRIC CONTROLS

**FIRST RESPONSE SYSTEM**  
4-IN-1 ADVANCED ANTI-ICING & DEICING SYSTEM

**LAS - LIQUID APPLICATION SYSTEM**  
YEAR ROUND USE, EASILY SLIPS INSIDE EXISTING DUMP BODIES

**DIRECT CAST - PRECISION PLACEMENT SPINNER**  
ON-THE-GO DIRECTIONAL CONTROL PRECISION CAST

**BRINEXTREME PRO**  
CONTINUOUS BRINE PRODUCTION SYSTEM-UP TO 6,000 GPH

**BRINEXTREME ULTIMATE**  
100% AUTOMATION, REPEATABILITY & SELF CLEANING WITH  
CONTINUOUS BRINE PRODUCTION UP TO 9,600 GPH

**BRINEXTREME MOBILE UNIT**  
MOBILIZE! 100% AUTOMATION, REPEATABILITY  
& SELF CLEANING WITH CONTINUOUS  
BRINE PRODUCTION UP TO 9,600 GPH

201 STAINLESS STEEL  
304 STAINLESS STEEL  
409 STAINLESS STEEL  
MILD STEEL GRADE 50  
AR400  
POLYMER MOLDBOARD

**TO ORDER, CONTACT:**



**HENDERSON PRODUCTS, INC.**  
JANET TOBIN | CONTRACT ADMINISTRATOR  
(563) 927-7267  
1085 South Third Street, Manchester, IA 52057  
jtobin@hendersonproducts.com  
www.hendersonproducts.com



Henderson Truck Equipment-Illinois  
124 Industrial Drive  
Gilberts, IL. 60136

Toll Free: 888-360-7483  
Office: 847-836-4996  
Cell: 815-503-2004

## Quote

Date: 9/18/2015 Revised  
To: Rick Michalowski  
By: Norm LaValla  
Re: City of Darien

---

Henderson Truck Equipment-Illinois is pleased to quote the following equipment:

Henderson Products MUNIbody II 22 Degree

Body Length: 13'

Head Sheet 60", Internal dog house

201 SS 1/4 Cab Shield

Side Height 36", 22 Deg. (Green)

201 SS, Removable Side Boards

Tailgate: 48" w/12" Board Pockets

Capacity: 9 - 12.8 cu yds

201 SS sides & Ends

Floor 1/4" AR400

Top Grate Screen: HD 3/8" rod thru 2" flat. (sit inside body not on sides)

Hoist SA CS-110-5-3, Nitrited

Rear Hinge Structural Angle 6" X 8" X 12"

2" Dia. Steel Pins connecting 2-1/2" blocks

Composite Greasless Bushings

Dual Auger

3/16" AR400 Conveyor Shield/Cover w/installed D ring

Front Mounted Motors

Receiver Style Spinner Assembly

Body-up Light

Backup Alarm

(2) pull out ladders. (2) fixed ladders weled to body

Dirt shidding fenders

Pull style tarp with asphalt rated material

### **Henderson Products Truck Hitch**

Quick Hitch

Flat Fold Style

4" x 2" x 10" DA Lift Cylinder, Nitrited

3 point Lift, Lift arm 4"x4"x3/8" outer and 3x3x3/4" Inner

Lift Lug 1/2" plate w/key holes

### **Henderson Products RSP SNOWFOE 11' TE OC**

11' Plow Length, 42" moldboard w/integral shield

Adjustable torsion trip edge, (5) 3/4" square torsion springs

HD outboard cylinder type

Quick Hitch

3/8" poly moldboard

(3) attack angles 5,15 or 20 degrees

(6) moldboard to push tube frame pivot points

12" rubber deflector, 36" side markers ,Screw adjustable parking jack

### **Towing**

Pintle plate, 3/4"

Pintle hook, PH45

7 Way Connector, Round Socket, flat pin, RV style

**Lighting**

**Remount Factory S/T/T**

- (6) LED 6" amber warns mounted in cab shield, four front mounted 2 ea side, 2 side mounted 1 ea side.
- (2) 6" LED oval warning light, Mounted Rear Corner Post
- LED S/T/T & LED Back up Light
- (2) ABL Work lights 12 LED 1200 Lumen, Mounted on Stainless steel cab roof mount. 20k hours or 4 year warranty.
- Hella Plow Lights Mounted on 201 SS brackets
- Heated spot mirrors mounted on plow light bracket
- 2 ABL work lights led 850 spinner lights. 20k hours or 4 year warranty.
- Red and white reflective tape

**Central Hydraulics**

- 890 Series Hot Shift PTO
- Load Sensing Pump Direct Mount, Wet Spline
- 3-spool valve w/manifold for auger, spinner
- Air Operated Valves
- Adjustable floor console
- 6 switch, switch pac
- Freedom 2 Spreader control (Certified Power)
- SS hydraulic reservoir, valve enclosure
- SS tubing to rear
- SS hydraulic quick couplers

**Misc**

- Safety Lane
- Wash, Clean, Vacuum
- Deliver To End User
- Henderson reflective tape

|                   |             |
|-------------------|-------------|
| Price per Unit:   | \$81,895.00 |
| Number of Units   | 1           |
| Extended Price    | \$81,895.00 |
| Tax               |             |
| Total Quote Price | \$81,895.00 |

|        |                         |                    |
|--------|-------------------------|--------------------|
| Option | 7" color Flat Panel     |                    |
|        | Camera Wash/Dry kit     |                    |
|        | (1) Color Camera        |                    |
|        | SS enclosure for Camera |                    |
|        | <b>Total</b>            | <b>\$ 1,860.00</b> |

FOB Gilberts, IL

**Please note the following regarding installation quotes:**

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges. Henderson will notify you before modification if this occurs.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM JX ENTERPRISES, INC FOR THE PURCHASE OF ONE NEW 2016 PETERBILT MODEL 348 WITH DUMP BODY AND SNOW PLOW/DEICING EQUIPMENT PACKAGE IN THE AMOUNT OF \$185,581.28**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from JX Enterprises, Inc. for the purchase of one new 2016 Peterbilt Model 348 with dump body and snow plow/deicing equipment package in the amount of \$185,581.28, a copy of which is attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



535 E. South Frontage Rd / Bolingbrook, IL / 60440

Date: 9-11-2015  
 To: Village of Darien  
 Kris Throm  
 1041 Frontage Rd  
 Darien, IL 60561

REF: Lake County DOT Joint Purchase # 15015

Dear Kris,  
 We are pleased to quote the following Peterbilt Model 348 TANDEM AXLE per the attached summary which utilizes the Lake County Joint Purchase Contract number 15015 pricing with the specification discussed to accommodate the Village of Darien's requirements .

2016 Model 348 \$ 99,938.28 ✓ ( As Per Attached )  
 Doc Fee \$ 168.00 ✓  
 Title / Plates \$ 105.00 ✓  
 Heated Windshield \$ 725.00 ✓  
 13' Henderson Muni \$ 81,895.00 ✓ ( As Per Attached )  
 Total Sale \$ 182,831.28  
 → 2,750

| CAB AND CHASIS | HENDERSON EQUIP | TOTAL COST    |
|----------------|-----------------|---------------|
| \$ 99,938.28   | \$ 81,895.00    |               |
| \$ 168.00      |                 |               |
| \$ 105.00      |                 |               |
| \$ 725.00      |                 |               |
| \$ 2,750.00    |                 |               |
| \$ 103,686.28  | \$ 81,895.00    | \$ 185,581.28 |

Municipal FET and Sales Tax Exempt ~~77~~ Final Payment Due Upon Delivery

OPTIONS

- ~~1. Delete 10' Cab Extension \$ 2,550.00~~
- ~~2. Delete DMF Lock \$ 583.80~~
- ~~3. Delete Tandem / Add Push Button Tread Shifter \$ 303.00~~
- ~~4. Delete 13' Heated Mirrored Mirrors \$ 176.30~~
- 5. ADD FOR 5 year / 100K Warranty \$ 2,750.00 ✓

**Rick Michalowski** | Vocational Account Manager  
 JX Enterprises, Inc.  
 Cell 708-207-2354 | Fax 708-460-8991  
[rmichalowski@jxe.com](mailto:rmichalowski@jxe.com)  
[www.JXE.com](http://www.JXE.com)



**AGENDA MEMO**  
**Municipal Services Committee**  
**September 28, 2015**

**ISSUE STATEMENT**

A resolution accepting a proposal from Season Comfort Corporation to purchase and install two (2) Reznor Gas Unit Heaters in the Police Department Sally Port Garage at a cost not to exceed \$5,730.00.

**BACKGROUND/HISTORY**

The Police Department sally port is utilized to defrost police equipment on the vehicles during extreme cold or icing conditions. The bays are further utilized by staff and an outside electronics vendor to perform electronic repairs and limited equipment installations. The area is also utilized as an evidence processing center for vehicles and a transport area for detainees. The garage currently utilizes a boiler system to deliver heat and is undersized for the room size.

Staff had consulted with an HVAC vendor and concluded that the installation of 2 hanging gas fired heater units would be sufficient to heat the garage area. Staff further requested competitive quotes and received two responses. Below is a summary of the quotes received and attached is the proposal from Season Comfort:

| VENDOR                       | UNIT     | UNIT PRICE |
|------------------------------|----------|------------|
| Season Comfort               | LUMP SUM | \$ 5,730   |
| Stephens Heating and Cooling | LUMP SUM | \$ 11,870  |

The heaters would be funded from the following FY15-16 Budget:

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION   | FY 15-16 BUDGET | PROPOSED EXPENDITURE | PROPOSED BALANCE |
|----------------|-----------------------|-----------------|----------------------|------------------|
| 01-30-4223     | PD Sally Port Heaters | \$ 6,000        | \$ 5,730             | \$ 270           |

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution to accept a proposal from Season Comfort Corporation to purchase and install 2-two Reznor Gas Unit Heaters in the Police Department Sally Port Garage at a cost not to exceed \$5,730.00. Season Comfort has completed work for the City in the past and has provided very satisfactory services.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Service Committee.

**DECISION MODE**

This item will be placed on the October 5, 2015 City Council agenda for formal consideration.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM SEASON COMFORT CORPORATION TO PURCHASE AND INSTALL TWO (2) REZNOR GAS UNIT HEATERS IN THE POLICE DEPARTMENT SALLY PORT GARAGE AT A COST NOT TO EXCEED \$5,730.00**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Season Comfort Corporation to purchase and install two (2) Reznor Gas Unit Heaters in the Police Department Sally Port Garage at a cost not to exceed \$5,730.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**Quotation**



**Season Comfort, Corp.**

107 West 61st Street • Westmont, IL 60559-2617

Telephone: 630/810-1919

Fax: 630/810-0263

|           |         |
|-----------|---------|
| Date      | Quote # |
| 8/28/2015 | 5299    |

|                                                           |
|-----------------------------------------------------------|
| Customer Name                                             |
| City of Darien<br>1702 Plainfield Rd.<br>Darien, IL 60561 |

|                                                           |
|-----------------------------------------------------------|
| Job Name                                                  |
| City of Darien<br>1702 Plainfield Rd.<br>Darien, IL 60561 |

| Scope of work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Location: Police Department Garage</p> <p>We propose to furnish labor and material necessary to install two (2) Reznor unit heaters low profile, power vented and spark ignition.</p> <p>Including:</p> <ul style="list-style-type: none"> <li>Wall mounting brackets</li> <li>Gas piping</li> <li>Flue piping and termination kits</li> <li>Thermostats</li> <li>Coring cement wall</li> </ul> <p>TOTAL COST: \$ 5,730.00 _____</p> <p>Warranty:</p> <ul style="list-style-type: none"> <li>One year parts and labor</li> <li>Ten years heat exchanger</li> </ul> <p>Not included: Main electrical and tax</p> <p><del>Option #2:</del></p> <p><del>Same as above with Q-Mark electric unit heaters 34,000 btu each 480 volt 3 phase.</del></p> <p><del>TOTAL COST: \$ 4,350.00 _____</del></p> |
| <p>THE ABOVE COST IS BASED ON STRAIGHT TIME ONLY, DURING REGULAR BUSINESS HOURS.</p> <p>THE ABOVE PRICE IS FIRM AND WILL REMAIN IN EFFECT FOR 30 DAYS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

Signature \_\_\_\_\_

**AGENDA MEMO**  
**Municipal Services Committee**  
**September 28, 2015**

**Issue Statement**

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2016 Street Maintenance Program, in an amount not to exceed \$8,500.00

**Background/History**

Attached please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 41 pavement corings for the tentatively proposed 2016 Street Maintenance Program. The following roads have been slated for the 2016 Street Maintenance Program:

**PROPOSED 2016  
ROAD PROGRAM**

| <b>STREET</b>    | <b>RATING</b> | <b>SUBDIVISION</b>        | <b>LIMITS</b>              | <b>ROAD LENGTH</b> | <b>CORES</b> | <b>PREVIOUS RESURFACING</b> |
|------------------|---------------|---------------------------|----------------------------|--------------------|--------------|-----------------------------|
| 69th             | 65            | Marion Hills North        | Clarendon Hills to Limit   | 2300               | 5            | 2001                        |
| Alabama          | 65            | Clarefield                | 67th to Chestnut           | 1093               | 2            | 2000                        |
| Chestnut         | 65            | Clarefield                | Alabama to Richmond        | 2300               | 5            | 2000                        |
| Wilmette Ave     | 65            | Hinsbrook                 | Hinsbrook-67th             | 2200               | 4            | 2004                        |
| Timber Ln        | 66            | Hinsbrook                 | Cass- Darien Ln            | 920                | 2            | 2004                        |
| Sawyer Rd        | 65            | Farmingdale Terrace North | Chippewa-Honey             | 1400               | 3            | 2004                        |
| Pine Tree Ln     | 68            | Farmingdale Terrace North | Sawyer to Limit            | 160                | 1            | 2004                        |
| Woodland Dr      | 66            | Farmingdale Terrace South | Frontage to Limit          | 700                | 1            | 2000                        |
| Discosola Ct     | 65            | Darien Club               | Darien Club Dr to Limit    | 350                | 1            | 2004                        |
| 73 <sup>rd</sup> | 66            | Farmingdale 6,7,8,9       | Summit to Hudson           | 1830               | 4            | 2002                        |
| Adams            | 65            | Brookhaven #2             | Plainfield to 75th         | 1300               | 3            | 2002                        |
| Sequoia Ln       | 65            | Brookhaven #2             | Adams to Williams          | 1500               | 3            | 2004                        |
| Hamilton Ln      | 65            | Farming Ridge             | Danbury to Carlton         | 360                | 1            | 2004                        |
| Danbury Dr       | 65            | Farming Ridge             | Hamilton to Green Valley   | 540                | 1            | 2004                        |
| Lyman Ave        | 65            | Farming Ridge             | Marborough to Green Valley | 945                | 2            | 2000                        |
| Marco Ct         | 67            | Marco Estates             | Bailey-Limit               | 500                | 1            | 2000                        |
| Lake Ridge Dr    | 65            | Carriage Greens 3         | Kimberly-Oldfield          | 1630               | 0            | 2004                        |

|                    |    |                   |                      |                 |               |           |
|--------------------|----|-------------------|----------------------|-----------------|---------------|-----------|
| Evergreen Lane     | 65 | Carriage Greens 3 | N. Frontage-Bailey   | 2613            | 0             | 2001      |
| Chapman Ct         | 65 | Marco Smart       | Bailey-Limit         | 800             | 0             | 1999      |
| Chapman Dr         | 66 | Marco Smart       | Bailey-Limit         | 800             | 0             | 1999      |
| Von Drash Dr       | 65 | Marco Smart       | Bailey-Limit         | 450             | 0             | 1996      |
| Urban Dr           | 65 | Marco Smart       | Bailey-Limit         | 475             | 0             | 1996      |
| Kearney Rd         | 65 | Darien Woods      | Strontage-Limit      | 600             | 0             | 1998      |
| Willmette          | 65 | Hidden Lakes      | N. Frontage to Limit | 824             | 2             | 2000      |
| <b>LINEAL FEET</b> |    |                   |                      | <b>BASE BID</b> | <b>26,590</b> | <b>41</b> |

The proposed Engineering Agreement includes the following scope of services:

**Task 1 – Geotechnical Investigation:** A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (56 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness staff recommends TSC completes the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow staff and CBBEL to verify that the correct improvement is proposed for the roadways. This assumes no flagman are required to take the cores.

**Total Engineering Cost for Task 1 - \$8,000.00**

**Task 2 – Evaluation of Geotechnical Report:** CBBEL and City staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2016 Road Program.

**Total Engineering Cost for Task 2 - \$500.00**

Below, please find a summary cost for the abovementioned items:

|                  |               |
|------------------|---------------|
| Cost for Task 1- | \$8,000.00    |
| Cost for Task 2- | <u>500.00</u> |
| Total Cost       | \$8,500.00    |

Funding for the Engineering Services would be expended from the following line item of the FY 15/16 Budget:

| ACCOUNT NUMBER | PROJECT CODE | ACCOUNT DESCRIPTION                 | FY 15/16 BUDGET | PROPOSED EXPENDITURE | PROPOSED BALANCE |
|----------------|--------------|-------------------------------------|-----------------|----------------------|------------------|
| 25-35-4325     | FYE167004    | ROAD CORE<br>SPECS/TESTING SERVICES | \$12,500.00     | \$ 8,500.00          | \$ 4,000.00      |

**Staff Recommendation**

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$8,500.00.

**Alternate Consideration**

Not approving the agreement.

**Decision Mode**

This item will be placed on the October 5, 2015 City Council agenda for formal consideration.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE APPROVAL TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2016 STREET MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$8,500.00**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2016 Street Maintenance Program in an amount not to exceed a total cost of \$8,500.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated hereto.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

September 15, 2015

**Revised: September 17, 2015**

City of Darien  
City Hall  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
2016 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2016 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the preliminary list for the 2016 Road Program will consist of the following streets:

| PROPOSED 2016 ROAD PROGRAM |                          |             |       |
|----------------------------|--------------------------|-------------|-------|
| STREET                     | LIMITS                   | ROAD LENGTH | CORES |
| 69th                       | Clarendon Hills to Limit | 2300        | 5     |
| Alabama                    | 67th to Chestnut         | 1093        | 2     |
| Chestnut                   | Alabama to Richmond      | 2300        | 5     |
| Wilmette Ave               | Hinsbrook-67th           | 2200        | 4     |
| Timber Ln                  | Cass- Darien Ln          | 920         | 2     |
| Sawyer Rd                  | Chippewa-Honey           | 1400        | 3     |
| Pine Tree Ln               | Sawyer to Limit          | 160         | 1     |
| Woodland Dr                | Frontage to Limit        | 700         | 1     |
| Discosola Ct               | Darien Club Dr to Limit  | 350         | 1     |
| 73rd                       | Summit to Hudson         | 1830        | 4     |
| Adams                      | Plainfield to 75th       | 1300        | 3     |



|                 |                            |               |           |
|-----------------|----------------------------|---------------|-----------|
| Sequoia Ln      | Adams to Williams          | 1500          | 3         |
| Hamilton Ln     | Danbury to Carlton         | 360           | 1         |
| Danbury Dr      | Hamilton to Green Valley   | 540           | 1         |
| Lyman Av        | Marborough to Green Valley | 945           | 2         |
| Marco Ct        | Bailey-Limit               | 500           | 1         |
| Willmette       | N. Frontage to Limit       | 824           | 2         |
| <b>BASE BID</b> |                            | <b>19,222</b> | <b>41</b> |

### SCOPE AND FEE

#### Task 1 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 41 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

#### Task 2 – Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2016 Road Program based on the City's budget.

**CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.**

CBBEL estimates the following fees for each of the tasks described above:

|        |                                   |                 |
|--------|-----------------------------------|-----------------|
| Task 1 | Geotechnical Investigation        | \$ 8,000        |
| Task 2 | Evaluation of Geotechnical Report | \$ 500          |
|        | <b>TOTAL</b>                      | <b>\$ 8,500</b> |

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions.

Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



*For:* Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND  
CONDITIONS ACCEPTED FOR CITY OF DARIEN:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2006**

| <u>Personnel</u>                      | <u>Charges*</u><br><u>(\$/Hr)</u> |
|---------------------------------------|-----------------------------------|
| Principal                             | 210                               |
| Engineer VI                           | 184                               |
| Engineer V                            | 150                               |
| Engineer IV                           | 121                               |
| Engineer III                          | 112                               |
| Engineer I/II                         | 91                                |
| Survey V                              | 150                               |
| Survey IV                             | 115                               |
| Survey III                            | 110                               |
| Survey II                             | 86                                |
| Survey I                              | 67                                |
| Resource Planner V                    | 102                               |
| Resource Planner IV                   | 97                                |
| Resource Planner III                  | 88                                |
| Resource Planner II                   | 80                                |
| Engineering Technician IV             | 115                               |
| Engineering Technician III            | 95                                |
| Engineering Technician I/II           | 87                                |
| CAD Manager                           | 121                               |
| Assistant CAD Manager                 | 115                               |
| CAD II                                | 112                               |
| CAD I                                 | 87                                |
| GIS Specialist III                    | 107                               |
| GIS Specialist I/II                   | 60                                |
| Environmental Resource Specialist V   | 133                               |
| Environmental Resource Specialist IV  | 121                               |
| Environmental Resource Specialist III | 102                               |
| Environmental Resource Specialist II  | 83                                |
| Environmental Resource Technician     | 78                                |
| Administrative                        | 79                                |
| Engineering Intern                    | 46                                |
| Survey Intern                         | 46                                |
| Information Technician III            | 84                                |
| Information Technician I/II           | 54                                |

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

- Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2006

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resummptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".



17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

**Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C\2005.061305.dtc

**AGENDA MEMO**  
**Municipal Services Committee**  
**September 28, 2015**

**Issue Statement**

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2016 Street Maintenance Program, in an amount not to exceed \$30,966.00.

**Background/History**

Attached please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2016 Street Maintenance Program. The following roads have been slated for the 2016 Street Maintenance Program:

**PROPOSED 2016  
ROAD PROGRAM**

| <b>STREET</b>    | <b>RATING</b> | <b>SUBDIVISION</b>           | <b>LIMITS</b>                 | <b>ROAD LENGTH<br/>(linear ft)</b> | <b>PREVIOUS<br/>RESURFACING</b> |
|------------------|---------------|------------------------------|-------------------------------|------------------------------------|---------------------------------|
| 69th             | 65            | Marion Hills<br>North        | Clarendon Hills to Limit      | 2300                               | 2001                            |
| Alabama          | 65            | Clarefield                   | 67th to Chestnut              | 1093                               | 2000                            |
| Chestnut         | 65            | Clarefield                   | Alabama to Richmond           | 2300                               | 2000                            |
| Wilmette Ave     | 65            | Hinsbrook                    | Hinsbrook-67th                | 2200                               | 2004                            |
| Timber Ln        | 66            | Hinsbrook                    | Cass- Darien Ln               | 920                                | 2004                            |
| Sawyer Rd        | 65            | Farmingdale<br>Terrace North | Chippewa-Honey                | 1400                               | 2004                            |
| Pine Tree Ln     | 68            | Farmingdale<br>Terrace North | Sawyer to Limit               | 160                                | 2004                            |
| Woodland Dr      | 66            | Farmingdale<br>Terrace South | Frontage to Limit             | 700                                | 2000                            |
| Discosola Ct     | 65            | Darien Club                  | Darien Club Dr to Limit       | 350                                | 2004                            |
| 73 <sup>rd</sup> | 66            | Farmingdale<br>6,7,8,9       | Summit to Hudson              | 1830                               | 2002                            |
| Adams            | 65            | Brookhaven #2                | Plainfield to 75th            | 1300                               | 2002                            |
| Sequoia Ln       | 65            | Brookhaven #2                | Adams to Williams             | 1500                               | 2004                            |
| Hamilton Ln      | 65            | Farming Ridge                | Danbury to Carlton            | 360                                | 2004                            |
| Danbury Dr       | 65            | Farming Ridge                | Hamilton to Green<br>Valley   | 540                                | 2004                            |
| Lyman Ave        | 65            | Farming Ridge                | Marborough to Green<br>Valley | 945                                | 2000                            |
| Marco Ct         | 67            | Marco Estates                | Bailey-Limit                  | 500                                | 2000                            |
| Lake Ridge Dr    | 65            | Carriage Greens 3            | Kimberly-Oldfield             | 1630                               | 2004                            |

|                              |    |                   |                      |                       |      |
|------------------------------|----|-------------------|----------------------|-----------------------|------|
| Evergreen Lane               | 65 | Carriage Greens 3 | N. Frontage-Bailey   | 2613                  | 2001 |
| Chapman Ct                   | 65 | Marco Smart       | Bailey-Limit         | 800                   | 1999 |
| Chapman Dr                   | 66 | Marco Smart       | Bailey-Limit         | 800                   | 1999 |
| Von Drash Dr                 | 65 | Marco Smart       | Bailey-Limit         | 450                   | 1996 |
| Urban Dr                     | 65 | Marco Smart       | Bailey-Limit         | 475                   | 1996 |
| Kearney Rd                   | 65 | Darien Woods      | Frontage-Limit       | 600                   | 1998 |
| Willmette                    | 65 | Hidden Lakes      | N. Frontage to Limit | 824                   | 2000 |
| <b>LINEAR FEET</b>           |    |                   | <b>BASE BID</b>      | <b>26,590</b>         |      |
| <b>MILES – BASE BID</b>      |    |                   |                      | <b>5.04</b>           |      |
| Manning Road                 |    | Farming Ridge     | Plainfield to Lyman  | <b>4,500</b>          | 1997 |
| <b>LINEAR FEET</b>           |    |                   | <b>ALTERNATE BID</b> | <b>31,090</b>         |      |
| <b>MILES - ALTERNATE BID</b> |    |                   |                      | <b>.85</b>            |      |
| <b>MILES – TOTAL</b>         |    |                   |                      | <b>5.89</b>           |      |
| City Hall Police Department  |    |                   |                      | <b>5,600</b><br>sq yd | 2006 |

The proposed Engineering Agreement includes the following scope of services:

**Task 1 – Field Reconnaissance:** CBBEL staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

**Total Engineering Cost for Task 1 - \$4,440.00**

**Task 2 – Preparation of Bid Booklet:** CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City staff input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available funds for the project.

**Total Engineering Cost for Task 2 - \$15,040.00**

**Total Engineering Cost for Task 3 - \$1,110.00**

**Task 4 – Bidding Assistance:** CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

**Total Engineering Cost for Task 4 - \$1,376.00**

**Task 5 - Sampling Analysis - Quality Assurance Quality Control -** The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency, Testing Services Corporation. Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering, Ltd.

**Total Engineering Cost for Task 5 - \$6,000.00**

Below, please find a summary cost for the abovementioned items:

|                  |                    |
|------------------|--------------------|
| Cost for Task 1- | \$ 4,440.00        |
| Cost for Task 2- | \$15,040.00        |
| Cost for Task 3- | \$ 1,110.00        |
| Cost for Task 4- | \$ 1,376.00        |
| Cost for Task 5- | \$ 6,000.00        |
| Direct Costs     | <u>\$ 3,000.00</u> |
| Total cost       | \$30,966.00        |

Funding for the Engineering Services would be expended from the following line item of the FY15/16 Budget:

| ACCOUNT NUMBER | PROJECT CODE | ACCOUNT DESCRIPTION            | FY 15/16 BUDGET | PROPOSED EXPENDITURE | PROPOSED BALANCE |
|----------------|--------------|--------------------------------|-----------------|----------------------|------------------|
| 25-35-4325     | FYE167003    | ENGINEERING BID SPECIFICATIONS | \$32,000.00     | \$ 30,966.00         | \$ 1,034.00      |

**Staff Recommendation**

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$30,966.00.

**The Bid Specifications will not be released until the Funds for the proposed program are approved by the City Council. If the program is reduced the engineering cost as proposed for some of the tasks will also be reduced.**

**Tentative Schedule**

| Description/Task           | Completion Date |
|----------------------------|-----------------|
| Prepare Bid Specifications | December 2015   |



2016 Road Program Engineering Agreement

September 28, 2015

Page 4

|                                           |                       |
|-------------------------------------------|-----------------------|
| Bid Due Date                              | January 2016          |
| Committee Agenda Contract Review/Approval | January/February 2016 |
| Council Agenda Contract Review/Approval   | February/March 2016   |
| Execute Contract                          | March 2016            |
| Start Layout                              | April 2016            |
| Start Construction                        | Mid-May 2016          |
| Completion                                | July 2016             |

**Alternate Consideration**

Not approving the agreement.

**Decision Mode**

This item will be placed on the October 5, 2015 City Council agenda for formal consideration.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE APPROVAL TO ENTER INTO AN  
ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING  
LTD. FOR THE 2016 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT  
TO EXCEED \$30,966.00**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2016 Street Maintenance Program in an amount not to exceed \$30,966.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 5th day of October, 2015.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 5th day of October, 2015.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY


**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

September 11, 2015

 City of Darien  
 City Hall  
 1702 Plainfield Road  
 Darien, Illinois 60561

Attention: Dan Gombac

 Subject: Proposal for Professional Engineering Services  
 2016 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2016 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the 2016 Road Program will consist of resurfacing for the following streets:

| STREET       | LIMITS                   | ROAD LENGTH |
|--------------|--------------------------|-------------|
| 69th         | Clarendon Hills to Limit | 2300        |
| Alabama      | 67th to Chestnut         | 1093        |
| Chestnut     | Alabama to Richmond      | 2300        |
| Wilmette Ave | Hinsbrook-67th           | 2200        |
| Timber Ln    | Cass- Darien Ln          | 920         |
| Sawyer Rd    | Chippewa-Honey           | 1400        |
| Pine Tree Ln | Sawyer to Limit          | 160         |
| Woodland Dr  | Frontage to Limit        | 700         |
| Discosola Ct | Darien Club Dr to Limit  | 350         |
| 73rd         | Summit to Hudson         | 1830        |
| Adams        | Plainfield to 75th       | 1300        |
| Sequoia Ln   | Adams to Williams        | 1500        |
| Hamilton Ln  | Danbury to Carlton       | 360         |
| Danbury Dr   | Hamilton to Green Valley | 540         |

|                      |                            |               |
|----------------------|----------------------------|---------------|
| Lyman Av             | Marborough to Green Valley | 945           |
| Marco Ct             | Bailey-Limit               | 500           |
| Lake Ridge Dr        | Kimberly-Oldfield          | 1630          |
| Evergreen Lane       | N. Frontage-Bailey         | 2613          |
| Chapman Ct           | Bailey-Limit               | 800           |
| Chapman Dr           | Bailey-Limit               | 800           |
| Von Drash Dr         | Bailey-Limit               | 450           |
| Urban Dr             | Bailey-Limit               | 475           |
| Kearney Rd           | Strontage-Limit            | 600           |
| Willmette            | N. Frontage to Limit       | 824           |
| <b>BASE BID</b>      |                            | <b>26,590</b> |
| Manning Rd           | Plainfield to Lyman        | 4500          |
| <b>ALTERNATE BID</b> |                            | <b>31,090</b> |

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hot-mix pavement, patching poor areas, the installation of 1 ½ inches of hot-mix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hot-mix pavement, patching poor areas, the installation of 1 ½ inches of hot-mix surface course, 2 ½ inches of hot-mix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 31,090 feet (5.9 miles).

### SCOPE AND FEE

**TASK 1 – FIELD RECONNAISSANCE:** CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V \$185/hr x 24 hrs = \$4,440

**TASK 2 – PREPARATION OF BID BOOKLET:** CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

|                                  |            |
|----------------------------------|------------|
| Engineer V \$185/hr x 24 hrs     | = \$ 4,440 |
| Engineer I/II \$106/hr x 100 hrs | = \$10,600 |
| Total \$15,040                   |            |

**TASK 3 – COORDINATION MEETINGS:** CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$185/hr x 2 meetings x 3 hrs = \$1,110

Total \$1,110

**TASK 4 – BIDDING ASSISTANCE:** CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V \$185/hr x 4 hrs = \$ 740

Engineer I/II \$ 106/hr x 6 hrs = \$ 636

Total \$1,376

**TASK 5 – SAMPLING ANALYSIS – QUALITY ASSURANCE QUALITY CONTROL:** Sampling Analysis-Quality Assurance Quality Control-The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

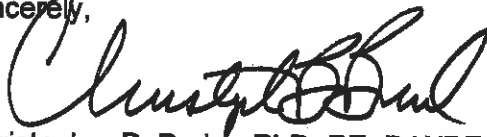
CBBEL estimates the following fees for each of the tasks described above:

|        |                                                       |                 |
|--------|-------------------------------------------------------|-----------------|
| Task 1 | Field Reconnaissance                                  | \$ 4,440        |
| Task 2 | Preparation of Bid Booklet                            | \$15,040        |
| Task 3 | Coordination Meetings                                 | \$ 1,110        |
| Task 4 | Bidding Assistance                                    | \$ 1,376        |
| Task 5 | Sampling Analysis – Quality Assurance/Quality Control | \$ 6,000        |
|        | Direct Costs                                          | <u>\$ 3,000</u> |
|        | NOT TO EXCEED                                         | \$30,966        |

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND  
CONDITIONS ACCEPTED FOR CITY OF DARIEN.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2015**

| <u>Personnel</u>                       | <u>Charges*</u><br><u>(\$/Hr)</u> |
|----------------------------------------|-----------------------------------|
| Principal                              | 257                               |
| Engineer VI                            | 225                               |
| Engineer V                             | 185                               |
| Engineer IV                            | 148                               |
| Engineer III                           | 134                               |
| Engineer I/II                          | 106                               |
| Survey V                               | 207                               |
| Survey IV                              | 175                               |
| Survey III                             | 149                               |
| Survey II                              | 108                               |
| Survey I                               | 84                                |
| Engineering Technician V               | 175                               |
| Engineering Technician IV              | 142                               |
| Engineering Technician III             | 127                               |
| Engineering Technician I/II            | 111                               |
| CAD Manager                            | 154                               |
| Assistant CAD Manager                  | 135                               |
| CAD II                                 | 134                               |
| CAD I                                  | 105                               |
| GIS Specialist III                     | 128                               |
| GIS Specialist I/II                    | 71                                |
| Landscape Architect                    | 148                               |
| Environmental Resource Specialist V    | 189                               |
| Environmental Resource Specialist IV   | 146                               |
| Environmental Resource Specialist III  | 122                               |
| Environmental Resource Specialist I/II | 100                               |
| Environmental Resource Technician      | 96                                |
| Administrative                         | 95                                |
| Engineering Intern                     | 57                                |
| Information Technician III             | 113                               |
| Information Technician I/II            | 104                               |

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2015.

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions



of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

**Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the



Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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**AGENDA MEMO**  
**Municipal Services Committee**  
**September 28, 2015**

**ISSUE STATEMENT**

Approval of a resolution awarding a contract extension to Homer Tree Care, Inc in an amount not to exceed \$91,600.00 for the City's 2015/2016 Tree Trimming and Removal Program.

**BACKGROUND/HISTORY**

The proposed contract is the 1<sup>st</sup> of two optional annual contract extensions. The Tree Trimming and Removal Contract was awarded to Homer Tree Care on October 7, 2014, Res. No R-105-14 with two optional annual contract extensions. Homer Tree Care, Inc. has acknowledged the extension and accepts the extensions as presented.

This year's tree trimming program consists of trimming approximately 1,750 parkway trees, including Ash trees with dead limbs, approximately 68 tree removals and stump grinding. Below are the subdivisions to be trimmed:

- Darien Club
- Downers Fairview
- Brookhaven Manor
- Alison Court

This year's program also includes contract pricing for the *Private Property Tree Trimming Program* to all the residents. The program would allow residents to have their private property trees trimmed or removed and stump grinding at the residents expense. The trimming will include removal of perished, diseased, interfering, and weak branches, as well as removal of under branches as requested. The bid included unit prices for Private Property Tree Trimming that would be paid for directly by the residents. The bid price for the Private Property tree trimming is \$70.00 per tree in the front yard and \$135.00 per tree in the back yard. The contract also includes unit pricing for private property tree removal, and stump grinding.

The contract calls out for unit pricing for emergency services through November 30, 2016. Please find labeled as Attachment A, the bid results that were opened on September 10, 2014. The proposed contract is the first contract extensions for 2015-16.

| <b>2015-16 City of Darien Tree Removal Schedule</b> |             |                 |                   |                     |
|-----------------------------------------------------|-------------|-----------------|-------------------|---------------------|
| <b>DESCRIPTION</b>                                  | <b>UNIT</b> | <b>QUANTITY</b> | <b>UNIT PRICE</b> | <b>COST</b>         |
| Tree Trimming                                       | Each        | 1,750           | \$ 31.00          | \$ 54,250.00        |
| Tree Removal per DBH                                | Per Inch    | 1,500           | \$ 18.50          | \$ 27,750.00        |
| Misc Stump Removal                                  | Each        | 120             | \$ 80.00          | \$ 9,600.00         |
| <b>Total Cost</b>                                   |             |                 |                   | <b>\$ 91,600.00</b> |

The proposed expenditure would be expended from the following accounts:

| <b>ACCOUNT NUMBER</b> | <b>ACCOUNT DESCRIPTION</b> | <b>FY 15/16 BUDGET</b> | <b>PROPOSED EXPENDITURE</b> | <b>PROPOSED BALANCE</b> |
|-----------------------|----------------------------|------------------------|-----------------------------|-------------------------|
| 01-30-4375            | TREE TRIMMING AND REMOVAL  | \$91,600.00            | \$91,600.00                 | 0                       |

**STAFF RECOMMENDATION**

Staff recommends approval of a resolution awarding a contract extension to Homer Tree Care, Inc. in an amount not to exceed \$91,600.00 for the City's 2015/16 Tree Trimming and Removal Program. Homer Tree Care has provided very satisfactory tree care services for the City in the past.

**ALTERNATE DECISION**

Not approving the contract extension.

**DECISION MODE**

This item will be placed on the October 5, 2015 City Council agenda for formal consideration.

| City of Darien Parkway      |          | Winkler's Tree & Landscaping, Inc |             |               |             |               |             |               | Homer Tree Care, Inc    |               |            |               |            |               |
|-----------------------------|----------|-----------------------------------|-------------|---------------|-------------|---------------|-------------|---------------|-------------------------|---------------|------------|---------------|------------|---------------|
| Fiscal Year                 |          | 2014/2015                         |             | 2015/2016     |             | 2016/2017     |             | 2014/2015     |                         | 2015/2016     |            | 2016/2017     |            |               |
| DESCRIPTION                 | UNIT     | PROPOSED UNITS                    | UNIT PRICE  | TOTAL COST    | UNIT PRICE  | TOTAL COST    | UNIT PRICE  | TOTAL COST    | UNIT PRICE              | TOTAL COST    | UNIT PRICE | TOTAL COST    | UNIT PRICE | TOTAL COST    |
| Tree Trimming               | Each     | 1,750                             | \$ 64.51    | \$ 112,892.50 | \$ 67.51    | \$ 118,142.50 | \$ 71.00    | \$ 124,250.00 | \$ 31.00                | \$ 54,250.00  | \$ 31.00   | \$ 54,250.00  | \$ 31.00   | \$ 54,250.00  |
| Tree Removal per DBH        | Per Inch | 650                               | \$ 29.75    | \$ 19,337.50  | \$ 30.91    | \$ 20,091.50  | \$ 36.00    | \$ 23,400.00  | \$ 18.50                | \$ 12,025.00  | \$ 18.50   | \$ 12,025.00  | \$ 18.50   | \$ 12,025.00  |
| Misc Stump Removal          | Each     | 85                                | \$ 92.00    | \$ 7,820.00   | \$ 96.00    | \$ 8,160.00   | \$ 100.00   | \$ 8,500.00   | \$ 80.00                | \$ 6,800.00   | \$ 80.00   | \$ 6,800.00   | \$ 80.00   | \$ 6,800.00   |
| Subtotal - Section A        |          |                                   | \$ 186.26   | \$ 140,050.00 | \$ 194.42   | \$ 146,394.00 | \$ 207.00   | \$ 156,150.00 | \$ 129.50               | \$ 73,075.00  | \$ 129.50  | \$ 73,075.00  | \$ 129.50  | \$ 73,075.00  |
| DESCRIPTION                 | UNIT     | PROPOSED UNITS                    | UNIT PRICE  | TOTAL COST    | UNIT PRICE  | TOTAL COST    | UNIT PRICE  | TOTAL COST    | UNIT PRICE              | TOTAL COST    | UNIT PRICE | TOTAL COST    | UNIT PRICE | TOTAL COST    |
| Tree Trimming-Front Yard    | Each     | 1                                 | \$ 350.00   | \$ 350.00     | \$ 380.00   | \$ 380.00     | \$ 425.00   | \$ 425.00     | \$ 70.00                | \$ 70.00      | \$ 70.00   | \$ 70.00      | \$ 70.00   | \$ 70.00      |
| Tree Trimming-Back Yard     | Each     | 1                                 | \$ 650.00   | \$ 650.00     | \$ 700.00   | \$ 700.00     | \$ 750.00   | \$ 750.00     | \$ 135.00               | \$ 135.00     | \$ 135.00  | \$ 135.00     | \$ 135.00  | \$ 135.00     |
| Tree Removal per DBH (Front | Per Inch | 1                                 | \$ 35.00    | \$ 35.00      | \$ 39.00    | \$ 39.00      | \$ 44.00    | \$ 44.00      | \$ 27.50                | \$ 27.50      | \$ 27.50   | \$ 27.50      | \$ 27.50   | \$ 27.50      |
| Tree Removal per DBH (Back  | Per Inch | 1                                 | \$ 97.00    | \$ 97.00      | \$ 100.00   | \$ 100.00     | \$ 110.00   | \$ 110.00     | \$ 37.50                | \$ 37.50      | \$ 37.50   | \$ 37.50      | \$ 37.50   | \$ 37.50      |
| Stump Grinding-Front        | Each     | 1                                 | \$ 95.00    | \$ 95.00      | \$ 99.00    | \$ 99.00      | \$ 105.00   | \$ 105.00     | \$ 50.00                | \$ 50.00      | \$ 50.00   | \$ 50.00      | \$ 50.00   | \$ 50.00      |
| Stump Grinding-Back         | Each     | 1                                 | \$ 195.00   | \$ 195.00     | \$ 200.00   | \$ 200.00     | \$ 225.00   | \$ 225.00     | \$ 75.00                | \$ 75.00      | \$ 75.00   | \$ 75.00      | \$ 75.00   | \$ 75.00      |
| Subtotal - Section B        |          |                                   | \$ 1,422.00 | \$ 1,422.00   | \$ 1,518.00 | \$ 1,518.00   | \$ 1,659.00 | \$ 1,659.00   | \$ 395.00               | \$ 395.00     | \$ 395.00  | \$ 395.00     | \$ 395.00  | \$ 395.00     |
| Emergency Services          |          | 40.00                             | \$ 290.00   | \$ 11,600.00  | \$ 320.00   | \$ 12,800.00  | \$ 390.00   | \$ 15,600.00  | \$ 200.00               | \$ 8,000.00   | \$ 200.00  | \$ 8,000.00   | \$ 200.00  | \$ 8,000.00   |
| TOTAL - SECTIONS A, B & C   |          |                                   |             | \$ 153,072.00 |             | \$ 160,712.00 |             | \$ 173,409.00 |                         | \$ 81,470.00  |            | \$ 81,470.00  |            | \$ 81,470.00  |
| City of Darien Parkway      |          | Arborworks, LLC                   |             |               |             |               |             |               | Groundskeeper Landscape |               |            |               |            |               |
| Fiscal Year                 |          | 2014/2015                         |             | 2015/2016     |             | 2016/2017     |             | 2014/2015     |                         | 2015/2016     |            | 2016/2017     |            |               |
| DESCRIPTION                 | UNIT     | PROPOSED UNITS                    | UNIT PRICE  | TOTAL COST    | UNIT PRICE  | TOTAL COST    | UNIT PRICE  | TOTAL COST    | UNIT PRICE              | TOTAL COST    | UNIT PRICE | TOTAL COST    | UNIT PRICE | TOTAL COST    |
| Tree Trimming               | Each     | 1,750                             | \$ 67.00    | \$ 117,250.00 | \$ 69.00    | \$ 120,750.00 | \$ 71.07    | \$ 124,372.50 | \$ 57.14                | \$ 99,995.00  | \$ 58.57   | \$ 102,497.50 | \$ 60.02   | \$ 105,035.00 |
| Tree Removal per DBH        | Per Inch | 650                               | \$ 22.50    | \$ 14,625.00  | \$ 23.18    | \$ 15,067.00  | \$ 23.88    | \$ 15,522.00  | \$ 28.00                | \$ 18,200.00  | \$ 28.70   | \$ 18,655.00  | \$ 29.42   | \$ 19,123.00  |
| Misc Stump Removal          | Each     | 85                                | \$ 68.00    | \$ 5,780.00   | \$ 70.00    | \$ 5,950.00   | \$ 72.01    | \$ 6,120.85   | \$ 90.00                | \$ 7,650.00   | \$ 92.00   | \$ 7,820.00   | \$ 94.30   | \$ 8,015.50   |
| Subtotal - Section A        |          |                                   | \$ 157.50   | \$ 137,655.00 | \$ 162.18   | \$ 141,767.00 | \$ 166.96   | \$ 146,015.35 | \$ 175.14               | \$ 125,845.00 | \$ 179.27  | \$ 128,972.50 | \$ 183.74  | \$ 132,173.50 |
| DESCRIPTION                 | UNIT     | UNITS                             | PRICE       | TOTAL COST    | PRICE       | COST          | PRICE       | TOTAL COST    | PRICE                   | COST          | PRICE      | COST          | PRICE      | TOTAL COST    |
| Tree Trimming-Front Yard    | Each     | 1                                 | \$ 250.00   | \$ 250.00     | \$ 257.50   | \$ 257.50     | \$ 265.23   | \$ 265.23     | \$ 125.00               | \$ 125.00     | \$ 128.00  | \$ 128.00     | \$ 131.00  | \$ 131.00     |
| Tree Trimming-Back Yard     | Each     | 1                                 | \$ 400.00   | \$ 400.00     | \$ 412.00   | \$ 412.00     | \$ 424.36   | \$ 424.36     | \$ 150.00               | \$ 150.00     | \$ 154.00  | \$ 154.00     | \$ 158.00  | \$ 158.00     |
| Tree Removal per DBH (Front | Per Inch | 1                                 | \$ 60.00    | \$ 60.00      | \$ 61.80    | \$ 61.80      | \$ 63.65    | \$ 63.65      | \$ 31.00                | \$ 31.00      | \$ 32.00   | \$ 32.00      | \$ 33.00   | \$ 33.00      |
| Tree Removal per DBH (Back  | Per Inch | 1                                 | \$ 80.00    | \$ 80.00      | \$ 82.40    | \$ 82.40      | \$ 84.87    | \$ 84.87      | \$ 39.50                | \$ 39.50      | \$ 40.50   | \$ 40.50      | \$ 41.50   | \$ 41.50      |
| Stump Grinding-Front        | Each     | 1                                 | \$ 100.00   | \$ 100.00     | \$ 103.00   | \$ 103.00     | \$ 106.09   | \$ 106.09     | \$ 120.00               | \$ 120.00     | \$ 123.00  | \$ 123.00     | \$ 126.00  | \$ 126.00     |
| Stump Grinding-Back         | Each     | 1                                 | \$ 200.00   | \$ 200.00     | \$ 206.00   | \$ 206.00     | \$ 212.18   | \$ 212.18     | \$ 140.00               | \$ 140.00     | \$ 143.00  | \$ 143.00     | \$ 147.00  | \$ 147.00     |
| Subtotal - Section B        |          |                                   | \$ 1,090.00 | \$ 1,090.00   | \$ 1,122.70 | \$ 1,122.70   | \$ 1,156.38 | \$ 1,156.38   | \$ 605.50               | \$ 605.50     | \$ 620.50  | \$ 620.50     | \$ 636.50  | \$ 636.50     |
| Emergency Services          |          | 40.00                             | \$ 195.00   | \$ 7,800.00   | \$ 199.82   | \$ 7,992.80   | \$ 205.81   | \$ 8,232.40   | \$ 250.00               | \$ 10,000.00  | \$ 255.00  | \$ 10,200.00  | \$ 265.00  | \$ 10,600.00  |
| TOTAL - SECTIONS A, B & C   |          |                                   |             | \$ 146,545.00 |             | \$ 150,882.50 |             | \$ 155,404.13 |                         | \$ 136,450.50 |            | \$ 139,793.00 |            | \$ 143,410.00 |

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT  
EXTENSION TO HOMER TREE CARE, INC IN AN AMOUNT NOT TO EXCEED  
\$91,600.00 FOR THE CITY'S 2015/2016 TREE TRIMMING AND REMOVAL  
PROGRAM**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to award a contract extension to Homer Tree Care, Inc. in an amount not to exceed \$91,600.00 for the City's 2015/2016 Tree Trimming and Removal Program

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 5th day of October, 2015.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 5th day of October, 2015.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**Municipal Services Committee**  
**September 28, 2015**

**ISSUE STATEMENT**

A resolution authorizing the Mayor to accept a proposal from MJ Concrete to remove and replace the exterior trough drains and concrete adjacent to the Police Department Sally Port 1710 Plainfield Road not to exceed a total cost of \$8,230.00

**BACKGROUND/HISTORY**

The existing trough drains adjacent to the sally port at the Police Department are deteriorating due to corrosion further causing the supporting concrete to deteriorate. The trough drain and the supporting concrete are integral for drainage and maneuvering police department vehicles over the structure for accessing and departing the sally port garage.

The project requires the following:

1. Removal of the Existing Drain and Adjacent Concrete
2. Installation of New Trough Drain-Existing Angle Iron and Grates to be Utilized
3. Forming and Pouring of Concrete

Estimates for the work were solicited by Staff and had received the following quotes:

MJ Concrete  
Concrete Management

The proposed expenditure would be funded from the following account:

| <b>ACCOUNT NUMBER</b> | <b>ACCOUNT DESCRIPTION</b>    | <b>BUDGET</b> | <b>PROPOSED EXPENDITURE</b> | <b>RUNNING BALANCE AFTER EXPENDITURE</b> |
|-----------------------|-------------------------------|---------------|-----------------------------|------------------------------------------|
| 01-30-4223            | Municipal Complex-Maintenance | \$37,250.00   | \$ 8,230.00                 | \$ 29,020.00                             |

**STAFF RECOMMENDATION**

Staff recommends approval of the resolutions for a total amount not to exceed \$8,230.00.

**ALTERNATE DECISION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on the October 5, 2015 City Council agenda for formal consideration.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM MJ CONCRETE TO REMOVE AND REPLACE THE EXTERIOR TROUGH DRAINS AND CONCRETE ADJACENT TO THE POLICE DEPARTMENT SALLY PORT 1710 PLAINFIELD ROAD NOT TO EXCEED A COST OF \$8,230.00**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from MJ Concrete to remove and replace the exterior trough drains and concrete adjacent to the Police Department Sally Port 1710 Plainfield Road not to exceed a total cost of \$8,230.00, a copy of which is attached hereto as “**Exhibit A**” and is by this reference expressly incorporated hereto.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# MJ CONCRETE

308 HONEYTREE DR.  
ROMEDEVILLE, IL 60446

Phone # ( 630 ) 337-8634

## Estimate

| DATE      | ESTIMATE NO. |
|-----------|--------------|
| 7/28/2015 | 2213         |

|                                                                              |
|------------------------------------------------------------------------------|
| NAME / ADDRESS/PHONE                                                         |
| CITY OF DARIEN ( POLICE DEPT. )<br>1041 S. FRONTAGE RD.<br>DARIEN, IL. 60561 |

|         |
|---------|
| PROJECT |
|         |

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                               | QTY | TOTAL      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|
| <p>JOB INCLUDES :</p> <p>BREAK OUT EXISTING TROFT DRAIN &amp; HAUL AWAY DEBRIS - <i>46' FEET</i></p> <p>INSTALL NEW TROFT DRAIN TO CREATE POSSITIVE PITCH ( REUSE ANGLE IRON &amp; GRATES )</p> <p><i>CONFIRM :</i></p> <p><i>USE OF ANGLE IRON -</i></p> <p><i>8" OF CONCRETE</i></p> <p><i>#4 Bar 3' @</i></p> <p><i>- EMAIL ADDRESS</i></p> <p><i>MOBILE PHONE</i></p> |     | 8,230.00   |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                              |     | \$8,230.00 |

ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMANSHIP MANNER FOR THE SUM OF \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS. BALANCE TO BE PAID AT THE COMPLETION OF JOB UNLESS OTHERWISE SPECIFIED IN WRITING. DEPOSIT \_\_\_\_\_ BALANCE \_\_\_\_\_ ANY ALTERATIONS OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST OF MATERIALS OR LABOR WILL ONLY BE EXECUTED UPON WRITTEN ORDERS FOR SAME, AND WILL BECOME AN EXTRA CHARGE OVER THE SUM MENTIONED IN PROPOSAL. ALL AGREEMENTS MUST BE MADE IN WRITING. CRACKING & SPAULDING ARE NOT GAURANTEED

RESPECTFULLY SUBMITTED BY \_\_\_\_\_

ACCEPTANCE

YOU ARE HEREBY AUTHORIZED TO FURNISH ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE WORK MENTIONED IN THE ABOVE PROPOSAL FOR WHICH \_\_\_\_\_ AGREE TO PAY THE AMOUNT MENTIONED IN SAID PROPOSAL AND ACCORDING TO THE TERMS THEREOF

SIGNATURE \_\_\_\_\_



**CITY OF DARIEN**  
**MUNICIPAL SERVICES COMMITTEE**  
**August 24, 2015**

**PRESENT:** Joseph Marchese - Chairperson, Alderman Tom Belczak (6:38 p.m.), Tom Chlystek, Bryon Vana- City Administrator, Dan Gombac – Director, Michael Griffith - Senior Planner, Elizabeth Lahey - Secretary

**ABSENT:** None

**ESTABLISH QUORUM**

Chairperson Marchese called the meeting of the Municipal Services Committee to order at 6:30 p.m. at the City Hall – City Council Chambers, Darien, Illinois and declared a quorum present. He announced that the agenda was moved around due to holding a Special Meeting for the City Council at 7:00 pm.

**NEW BUSINESS**

- F. Resolution – To authorize additional funding in the amount of \$30,000.00 for the purpose of sharing costs for construction items associated with the street lighting project within limited locations of the 75<sup>th</sup> Street Corridor and the Cass Avenue Corridor.**

Mr. Dan Gombac, Director reported that the City approved an Intergovernmental Agreement with the County for the Street Lighting project within the 75<sup>th</sup> Street Corridor and Cass Avenue Corridor. He reported that IDOT opened bids for the project and that the lowest bid was \$709,215.40 and the City's fair share was \$20,000 over the engineers estimate. Mr. Gombac stated that staff requested copies of the bid tally and that IDOT would not release the bid tally until the project is awarded but that they indicated that the Decorative Luminaires and the Underground Conduit were over the estimate. Staff requested funding in the amount of \$20,000 to cover the City's fair share and an additional contingency for construction in the amount \$10,000 for a total of \$30,000.

Mr. Gombac reported that there is an opportunity for cost share funding through a CMAQ grant. He stated that he provided the Committee with a proposal detailing the funding schedule through the presented attachment. He further stated that the total shortfall for the project is \$67,547.00.

City Administrator Bryon Vana stated that approval is needed so that the project will not be delayed.

**Alderman Belczak made a motion, and it was seconded by Alderman Chlystek to approve a Resolution authorizing additional funding in the amount of \$30,000.00 for the purpose of sharing costs for construction items associated with the street lighting project within limited locations of the 75<sup>th</sup> Street Corridor and the Cass Avenue Corridor.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

- A. 709 Plainfield Road, Our Lady of Peace: Seeks approval of variations from the Sign Code: (1) to increase the permitted sign area for a religious institution from 32 to 40 square feet, sign Code Section 4-3-8(D) and (2) to permit an electronic message board sign, sign code Section 4-3-10 (A).**

Mr. Michael Griffith, Senior Planner reported that Our Lady of Peace is reconstructing their parking lot, driveway entrances, installing landscape islands and new lighting. He reported that as part of the improvements, the church is proposing to install a new sign along Plainfield Road.

Mr. Griffith reported that the Sign Code exempts ground signs for religious institutions from a permit as long as the sign complies with the Sign Code and such signs limited to 32 square feet in area. He reported that the square footage is 40 square feet with an electronic message board which is not permitted.

Mr. Griffith reported that the agenda memo lists the conditions.

Chairperson Marchese questioned the other businesses who have electronic boards.

Mr. Griffith reported that Chucks, Republic Bank, and First American Bank have electronic sign boards.

There was no one in the audience wishing to present public comment.

**Alderman Belczak made a motion, and it was seconded by Alderman Chlystek to approve 709 A. 709 Plainfield Road, Our Lady of Peace: Approval of variations from the Sign Code: (1) to increase the permitted sign area for a religious institution from 32 to 40 square feet, sign Code Section 4-3-8(D) and (2) to permit an electronic message board sign, sign code Section 4-3-10 (A).**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

- C. Resolution – To enter into a contract agreement with Concrete Floor Finish for the Public works Facility Garage in the amount of \$38,500.00.**

Mr. Dan Gombac, Director reported that this resolution allows the City of Darien to enter into an agreement to refurbish the garage floor at the Public works facility. He reported that the floor is requiring maintenance due to years of wear and tear from salt, water, and traffic.

Mr. Gombac reported that one bid was received from Concrete Solutions in the amount of \$40,155 and because the bid was over the allocated budget of \$38,500, staff reached out to the vendor to negotiate and accept the pricing at a not to exceed the \$38,500.

There was no one in the audience wishing to present public comment.

**Alderman Belczak made a motion, and it was seconded by Alderman Chlystek approval of a Resolution to enter into a contract agreement with Concrete Floor Finish for the Public works Facility Garage in the amount of \$38,500.00.**

Upon voice vote, **THE MOTION CARRIED** unanimously 3-0.

- D. Resolution – To have the Mayor execute a contract with Alliance Contractors Inc. in an amount not to exceed \$120,545.00 which includes \$10,000.00 contingency for unforeseen conditions requiring attention, for the reconstruction of Carlisle Court Storm water Drainage Infrastructure Reconstruction Project located within the 8700 block of Carlisle Court.**

Mr. Dan Gombac, Director reported that staff identified that the existing Carlisle Court Bridge was in need of repair. He reported that staff report identified the deficiencies. He reported that the proposed contract includes the removal and replacement of the concrete box culverts under Carlisle court along with embankment improvements on both sides of the roadway. Mr. Gombac reported that staff recommends approval in an amount not to exceed \$120,545.00 which includes a \$10,000 contingency for unforeseen conditions requiring attention. Mr. Gombac reported that the project is approximately \$65,000 below budget and will be used toward the street lighting pending City Council approval.

There was no one in the audience wishing to present public comment.

**Alderman Chylstek made a motion, and it was seconded by Alderman Belczak to approve a Resolution –executing a contract with Alliance Contractors Inc. in an amount not to exceed \$120,545.00 which includes \$10,000.00 contingency for unforeseen conditions requiring attention, for the reconstruction of Carlisle Court Storm water Drainage Infrastructure Reconstruction Project located within the 8700 block of Carlisle Court.**

Upon voice vote, **THE MOTION CARRIED** unanimously 3-0.

- E. Resolution – Approval of Illinois Department of Transportation Resolutions authorizing expenditure adjustments to balance with the Illinois Department of Transportation Motor Fuel Tax (MFT) Audit Reviews.**

Mr. Dan Gombac, Director reported that the City received correspondence from the Illinois Department of Transportation regarding a Motor Fuel Tax (MFT) audit that was conducted earlier in the year. The audit dated back to 2009-2014. He reported that per the audit, staff was required to provide additional Bureau of Local Road forms and supplemental resolutions to be in compliance with Illinois Department of Transportation protocols.

There was no one in the audience wishing to present public comment.

**Alderman Belczak made a motion, and it was seconded by Alderman Chylstek to approve a Resolution authorizing expenditure adjustments to balance with the Illinois Department of Transportation Motor Fuel Tax (MFT) Audit Reviews.**

Upon voice vote, **THE MOTION CARRIED** unanimously 3-0.

- G. Minutes – Approval of the May 26, 2015 Municipal Services Committee and the June 22, 2015 Municipal Services Committee.**

**Alderman Belczak made a motion, and it was seconded by Alderman Chylstek to approve the May 26, 2015 Municipal Services Committee Meeting Minutes and the June 22, 2015 Municipal Services Committee Meeting Minutes.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

### **DIRECTOR'S REPORT**

None.

**At 6:50 p.m. Alderman Belczak made a motion, and it was seconded by Alderman Chylstek to recess the Municipal Services Meeting.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

**At 7:09 p.m. Alderman Belczak made a motion, and it was seconded by Alderman Chylstek to reconvene the Municipal Services Meeting.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

- B. 1033-35 S. Frontage Road, Central Avenue Ventures, LLC: Petitioner seeks approval of a text amendment, special uses and variations from the Zoning Ordinance and Sign Code related to repairing, servicing of trucks, trailers including, but not limited to transport refrigeration, standby vehicle generators, cellular communications, maintenance, body shop and engine rebuilding.**

Mr. Michael Griffith, Senior Planner reviewed the staff agenda memo. He summarized the proposed uses and variations requested and noted that the majority of the variations are related to the existing conditions. Mr. Griffith reported that the proposed development plan is similar to the current layout of the property.

Mr. Dan Gombac, Director reported that the PZC held a public hearing and that the variations were reviewed and that all the comments were provided in the packet.

Alderman Chylstek questioned if the previous business was the same and if they had a body shop.

Mr. Gombac reported that the business was a truck sales facility and he was not sure about the body shop.

Chairperson Marchese stated that he looked at the number of variations and that 15 variations was a lot. He stated that he was concerned with the height of the sign and asked staff if they have ever explored other uses.

Mr. Gombac reported that staff has reached out to other uses specifically hotels and that the area is not the best use. He stated that Public Works is there and it is somewhat industrial and a 24 hour operation. He further stated that there were proposals but they never passed approval.

Chairperson Marchese questioned if the City is responsible for the road damage and if a cost analysis has been done.

Mr. Gombac stated that doing the simple math to resurface the roadway would be approximately a three year return to the City and that sales tax is derived from sales of parts over the counter.

Mr. Doug Calay, Director of Facilities reported that their annual retail sales are approximately \$21,761.00 or \$2 million at a 1% rate. He stated that not all sales are taxed.

Chairperson Marchese questioned the cost benefit when it costs \$300,000 - \$400,000 to repair a road.

Mr. Gombac reported that in 1999 the road was rebuilt and improvements were made to sustain truck traffic. He stated that the road is scheduled for minor resurfacing and estimated at \$150,000.

Alderman Chylstek questioned how many people would be employed.

Mr. Calay stated that there are three shifts with the first shift 7:30 a.m. - 3:30 p.m. and approximately 28 employees. He stated that the majority works during those hours.

Chairperson Marchese stated that he did not care for the cyclone fence and had concerns regarding the environmental issues.

Mr. Paul Cohen, Principle Construction Corp. stated that the fencing along the front and exit have sliding gates and that the chain linked fence is 8 feet high. He further stated that the lights will also be shielded.

Chairperson Marchese questioned why staff did not ask for a different fence.

Mr. Gombac stated that staff did but that it was reconsidered because there are no neighbors.

Alderman Belczak stated that it would be nice to have the view blocked from I-55 or slats or fabric.

Alderman Chylstek questioned if the petitioner considered additional landscaping.

Mr. Gombac reported that they are proposing an 8 foot high fence and clearly will be seen from the highway. He stated that they are proposing native plantings on the east side and will be in compliance.

There was some discussion regarding traffic and trucks leaving.

Mr. Calay reported that the traffic study indicated 225 trucks or 47% and 53% tractor/trailer.

Alderman Belczak questioned if staff had any idea of the truck traffic with the previous business to get a comparison.

Mr. Gombac reported that there was a report done 4-8 years ago and the numbers are comparable. He stated that they had a wide range of different times and the 24 hour work varied.

Alderman Belczak questioned if the previous business was granted variations.

Mr. Gombac reported that they were pre-existing conditions but that staff felt to bring them all to the table.

Chairperson Marchese stated that the petitioners are usually asked to conform. He questioned why there was a difference with this proposal.

Mr. Gombac reported that there is no difference. He stated that Chuck's had a similar scenario.

Mr. Griffith reported that Chuck's, Chase Bank, and Darien Pointe also kept the existing conditions.

Mr. Gombac stated that the Comprehensive Plan calls for Industrial.

There was more discussion regarding the traffic.

Mr. Calay stated that on August 10, 2015 and that there were 225 vehicles reported at their current location off I-55 and Central Avenue.

Mr. Bill Fritz, IAE President and CEO reported that they rely on mobile service during the later hours when the technicians go out on the road and throughout the day. He stated that the location was ideal for easy on and easy off at I-55.

Chairperson Marchese opened the meeting to anyone in the audience wishing to present public comment.

Mr. Joe Cantore, President, DuPage County Forest Preserve stated that the Committee needs to step back and think about the potential environmental impact. He stated that he is a real estate developer by trade and he is against a use that unfairly impacts Waterfall Glen. Mr. Cantore stated that this is a big deal to residents and DuPage County and that the City needs to step back and ensure that this use doesn't affect the Forest Preserve ecological gem.

Mr. Steve Dolergia stated that he looked at the Thermal King site. He stated that residents and schools are affected and that this is not the best use for the site and unkind to the neighbors. Mr. Dolergia stated that sound is an issue and a fence higher and more solid will help keep the light and noise from the residents. He stated that he looked at their other locations and they are isolated and he has statistics to back up the safety issues from the Burr Ridge Police Department.

Mr. Art Donner, former Treasurer City of Darien stated that this proposal is an economic failure. He stated that there are 59,000 trucks there per year and that the previous business had police and fire calls. Mr. Donner stated that a police call averages \$1,000 per call and fire is \$3,000 and the costs will be astronomical. He questioned who is going to bear the costs versus the \$24,000 year in taxes.

Mr. Mike Webster, President Cass School District 63 stated that he was shocked and appalled. He stated that there are children on those corners and that the school district should have been informed. Mr. Webster stated that the Federal Government will reimburse for the highest and best use of the property on Waterfall Glen. He further stated that they would like to be a partner

with the City and that this item should not be placed on the City Council Consent Agenda because there are issues and concerns with the school district.

Ms. Kathy Conley submitted her written statement regarding safety issues, lighting and aesthetics.

Mr. Richard Rons stated that he was concerned with noise and sound walls on I-55. He stated that he also had issues with the height of the sign.

Mr. Gombac stated that the sound barriers need to be addressed by IDOT. He stated that the City Council has looked into sound barriers but it was too costly.

Chairperson Marchese stated that if the City provided sound walls it would be \$2 million per mile.

Mr. Gombac questioned how many jobs will be created.

Mr. Fritz stated that their workforce is a specialized group and part of a union. He stated that they will recruit and Darien residents will be considered.

Mr. Saad Hussain stated that he lives on Carriage Green Drive and is a grandparent of children who get on the bus in that location. He stated that he is also on the Board at the Horizon Academy opening down the street and also concerned for child safety.

Mr. Chuck Fisher stated that he is concerned with noise and human and animal well-being. He stated that one truck can generate 90 decibels of sound and that the entire community is affected.

Ms. Linda Painter, President - Timberlake Civic Association/Board Member DuPage County Forest Preserve stated that there are too many variances. She stated that the petitioner's current facility is in an industrial park and that they are proposing to move into a beautiful pristine area.

Ms. Painter stated that Waterfall Glen has over 250,000 visitors and a solid fence is essential so that trucks are not visible. She stated that she is concerned with fuel leaks and that the elevation needs to be raised so runoff can be disposed of safely.

Ms. Painter questioned the amount of traffic and if there were 225 round trip or one way.

Mr. Calay reported that the information was provided on page three of the traffic report and that there were 225 total round trips.

Ms. Painter stated that she has FOIA'ed the traffic accidents.

Mr. Gombac reported that in 2012 there were 9 accidents, 6 at the interchange, 2 west of the interchange and 1 east of the interchange. He reported that they were all single vehicles and no trucks. He further reported that there were 7 accidents reported north of Frontage Road.

Ms. Painter stated that she believed there was a fatality approximately 6 months ago.

Ms. Painter stated that she spoke with the Township Assessor and more real estate brings more people helping the home rule and more frequent shopping in Darien.

Ms. Painter stated that she was concerned with the 15,000 diesel fuel underground tank and the potential hazards.

Mr. Gombac reported that they will have to be in compliance with the State Fire Marshall and that all water is captured within the detention facility as it is today. He stated that there is minor sheet grading to the east and south and currently most is captured already. Mr. Gombac stated that the petitioner will provide grading and incorporate it to meet the BMPs

Ms. Painter stated that she did not want the water to drain the Forest Preserve. She stated that they do not want sealants used for asphalt because it is environmentally hazardous.

Ms. Charlotte Kruger, Realtor questioned if this was a purchase or lease.

Mr. Fritz stated that they have not purchased the property yet.

There was no one else wishing to present public comment.

Chairperson Marchese stated that he does not think there is much give and take regarding the variations.

Alderman Belczak stated that he wants to be a good neighbor and allow the people who own to sell the business but the variations are a deal breaker and there needs to be more negotiation.

Chairperson Marchese stated that the second PZC meeting was rushed and that staff went right through the questions. He stated that he has a lot of concern and that he is an environmentalist and that he cannot support this. He suggested working with the petitioner to come up with a better plan.

Mr. Gombac stated that the Committee can continue based on the recommendations and work with the developer.

Alderman Chylstek stated that homes are not an option in the area because no one wants to live near a highway. He stated that he is not in favor of the sign.

Alderman Belczak stated that if there were no variances this would be a done deal. He stated that there should be more talking to make more people happy.

**Alderman Marchese made a motion, and it was seconded by Alderman Chylstek to table 1033-35 S. Frontage Road, Central Avenue Ventures, LLC and address variances as noted in the agenda memo for items 4, 5, 6 10, 11, 12, 13, 14, 15 .**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

### **NEXT SCHEDULED MEETING**

Chairperson Marchese announced that the next regular meeting is scheduled for Monday, September 28, 2015 at 6:30 p.m.

### **ADJOURNMENT**



With no further business before the Committee, Alderman Belczak made a motion and it was seconded by Alderman Chlystek to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:49 p.m.

**RESPECTFULLY SUBMITTED:**

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**Joseph Marchese**  
**Chairman**

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**Tom Chlystek**  
**Alderman**

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**Tom Belczak**  
**Alderman**