

AGENDA
Municipal Services Committee
October 28, 2024
6:00 P.M. – Council Chambers

1. Call to Order & Roll Call

2. Establishment of Quorum

3. New Business

- a. **Ordinance** – The Mayor to accept a Plat of Annexation for Kearney Road consisting of Parcels 1, 2, 3, 4 and 5.
- b. **Resolution** – Authorizing the extension of a proposal from JC Landscaping & Tree Services, Inc., at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for the period of May 1, 2025 through April 30, 2026.
- c. **Resolution** – Authorizing the extension of a proposal from Route 66 Asphalt Company for bituminous products as required for various Public Works projects at the specified unit pricing.
- d. **Resolution** - Authorizing the extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2025 through April 30, 2026.
- e. **Resolution** - Authorizing the extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and pick up of stone for Public Works projects for a period of May 1, 2025 through April 30, 2026.
- f. **Resolution** – Authoring the extension of a proposal from M & J Asphalt Paving Company, Inc., for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2025 through April 30, 2026.
- g. **Resolution** – Authorizing the extension of a proposal from 119th St Materials for tipping and transfer fees at the proposed unit prices for certain generated waste from various Public Works Projects.
- h. **Resolution** – Authorizing the extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the Ditch Landscape Maintenance Program for the period of May 1, 2025 through April 30, 2026.
- i. **Ordinance** - Authorizing the disposal of surplus property.
- j. **Resolution** - Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2025 Street Maintenance Program, in an amount not to exceed, in an amount not to exceed \$40,030.00.
- k. **Resolution** – Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement coring for the proposed 2025 Street Maintenance Program, in an amount not to exceed \$7,800.00.
- l. **Resolution** – Authorizing to purchase and deploy a web-based Permitting Software, for the Community Development Department-Building and Permitting and Planning and Zoning service platforms, with OpenGov, Inc., in an amount not to exceed \$32,069.25.
- m. **Resolution** - Authorizing the purchase of Beet Heet an alternative liquid deicer and anti-icing product from K-Tech Specialty Coatings, Inc., at the proposed unit prices in an amount not to exceed \$62,000.00
- n. **Resolution** - Authorizing the purchase of and installation of one Varitech 1,035 gallon tank for use on a 9 ton truck from Lindco Equipment Sales, in an amount not to exceed \$21,861.00.
- o. **Resolution** – Accepting the proposal submitted by V & L Molina Trucking for trucking services relating to hauling waste generated from excavations effective November 5, 2024 through April 30, 2026.
- p. **Minutes** – **September 23, 2024** Municipal Services Committee

4. Director's Report

5. Next scheduled meeting – Monday, November 25, 2024

6. Adjournment

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

Consideration of an [ordinance](#) for the Mayor to accept a Plat of Annexation for Kearney Road consisting of Parcels 1, 2, 3, 4 and 5.

BACKGROUND

In 2007, the City worked with adjacent neighbors within the 8300 and 8400 block of Kearney Road to acquire limited property known as Parcels 1-5, within the existing roadway known as Kearney Road, see attached labeled as [Attachment A](#). The section of roadway prior to the conveyance was considered private property owned by various property owners. Since the conveyance in 2007, the roadway has been owned and maintained by the City as a vital thoroughfare serving the residents within the Brookeridge Creek Subdivision.

Recently, it was identified that the roadway was never annexed to the City of Darien. As part of a clean-up process, Staff has prepared a Plat of Annexation for Kearney Road and is attached as [Exhibit A](#). The City Engineer and City Attorney have reviewed and concur with the Plat of Annexation for Parcels 1-5 as demonstrated within the Exhibit for Kearney Rd.

STAFF RECOMMENDATION

Staff recommends approving of an ordinance for the Mayor to accept a Plat of Annexation for Kearney Road consisting of Parcels 1, 2, 3, 4 and 5.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

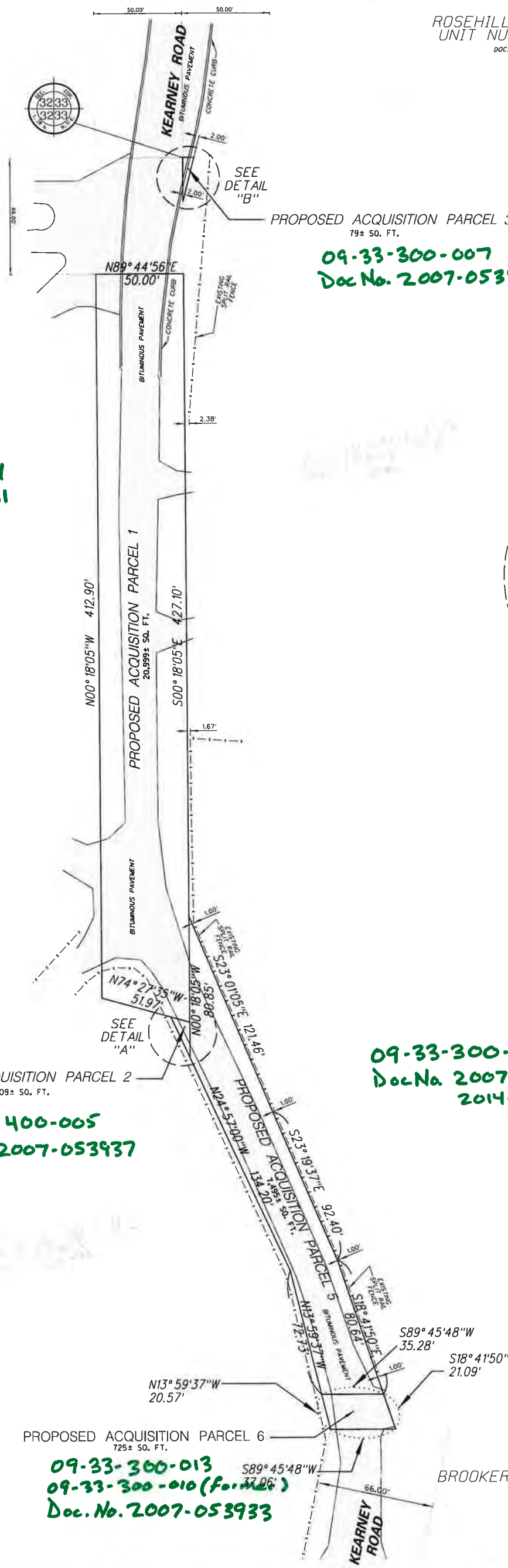
DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda, for formal approval.

MALLARD LANDING
DOC. R1996-054358

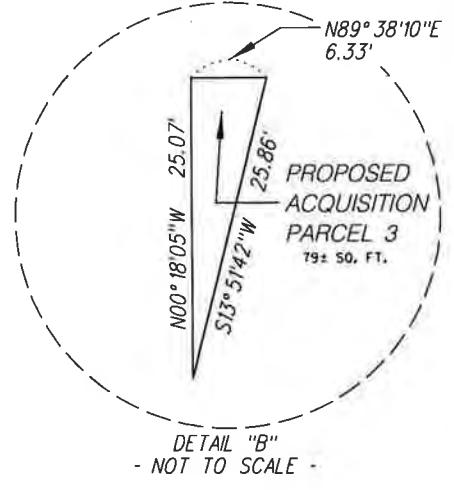
ROSEHILL SUBDIVISION
UNIT NUMBER THREE
DOC. R1970-20819

MILLBROOK DRIVE
65' RIGHT-OF-WAY
HEREINAFORE DEDICATED PER
DOCUMENT R1973-003876
RECORDED JANUARY 24, 1975



09-33-300-007
Doc No. 2007-053939

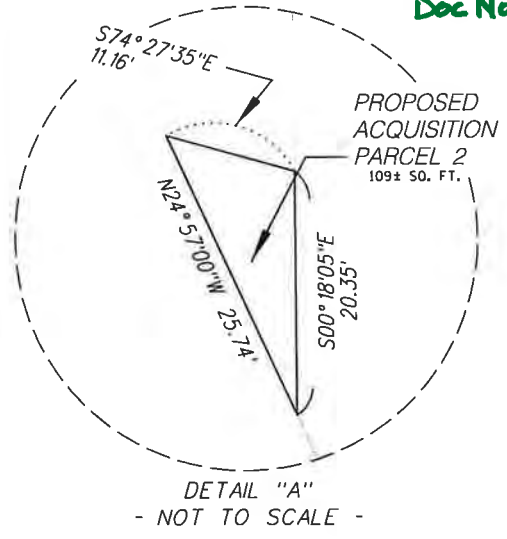
09-32-400-004
Doc No. 2007-053931



09-33-300-009
Doc No. 2007-053935
2014-052807

PROPOSED ACQUISITION PARCEL 2
109± SQ. FT.

09-32-400-005
Doc No. 2007-053937



PROPOSED ACQUISITION PARCEL 6
725± SQ. FT.

09-33-300-013
09-33-300-010 (former)
Doc. No. 2007-053933

BROOKERIDGE CREEK SUBDIVISION
DOC. R1978-009239

Thomson Surveying Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL, 60018
TEL: (847) 318-9190
FAX: (847) 318-9192
tonyblus@thomsonil.com
© THOMSON SURVEYING, LTD., 2008

CLIENT:
CHRISTOPHER B. BURKE ENG., LTD.
9575 W. HIGGINS ROAD, STE. 600
ROSEMONT, ILLINOIS 60018

NO.	DATE	NATURE OF REVISION	CHKD.

DSCN. A.J.B.
CHKD. W.J.L.
SCALE: 1" = 30 FEET
DATE: 6/13/2014

TITLE:
EXHIBIT
DARIEN, ILLINOIS

PROJECT NO. 3990
SHEET 1 OF 1
DRAWING NO. 3990_EX.PLN



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE CITY OF DARIEN IN
ACCORDANCE WITH SECTION 7-1-9 OF THE ILLINOIS MUNICIPAL CODE**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN**

THIS 4th DAY OF November, 2024

**Published in pamphlet form by authority
of the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this
4th day of November, 2024.**

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE CITY OF DARIEN IN ACCORDANCE WITH SECTION 7-1-9 OF THE ILLINOIS MUNICIPAL CODE

WHEREAS, the property described on [Exhibit A](#) attached hereto and made a part hereof (the “Subject Property”) is located in unincorporated DuPage County; is uninhabited; is contiguous to the City of Darien; and is owned by the City of Darien; and

WHEREAS, Section 7-1-9 of the Illinois Municipal Code provides as follows:

§ 7-1-9. Whenever any contiguous, uninhabited, unincorporated territory is owned by any municipality, that territory may be annexed by that municipality by the passage of an ordinance to that effect, describing the territory to be annexed. A copy of the ordinance, with an accurate map of the annexed territory, shall be recorded with the recorder of the county wherein the annexed territory is located and a document of annexation shall be filed with the county clerk and County Election Authority.

WHEREAS, the City Council has determined that it is reasonable and will further the sound growth and development of the City to annex the Subject Property to the City of Darien;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, ILLINOIS, as follows:

SECTION 1: Annexation. The Subject Property is hereby annexed to the City of Darien.

SECTION 2: Recordation. City staff is hereby directed to cause a copy of this Ordinance along with an accurate map of the annexed territory as shown on [Exhibit A](#) to be recorded in the Office of the DuPage County Recorder of Deeds and also in the Office of the DuPage County Board of Elections.

SECTION 3: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the

ORDINANCE NO. _____

intent of the corporate authorities of the City of Darien that to the extent the terms of this ordinance should be inconsistent with any non-preemptive state law, this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2024.

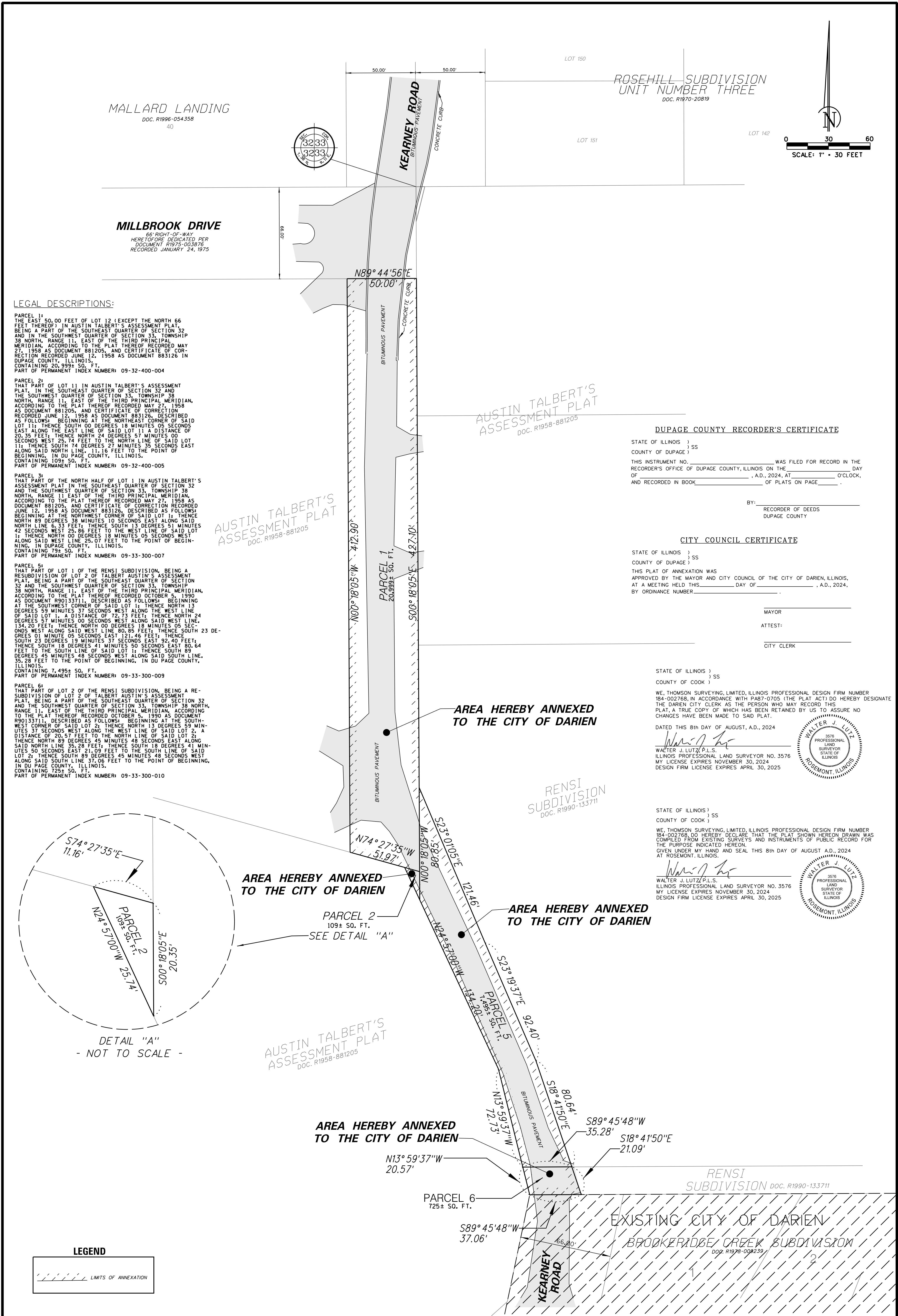
JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D., 2024, AT _____ O'CLOCK, AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

BY: _____
RECORDER OF DEEDS
DUPAGE COUNTY

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS PLAT OF ANNEXATION WAS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, ILLINOIS, AT A MEETING HELD THIS _____ DAY OF _____, A.D., 2024, BY ORDINANCE NUMBER _____.

MAYOR _____
ATTEST: _____
CITY CLERK _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002768, IN ACCORDANCE WITH PA87-0705 (THE PLAT ACT) DO HEREBY DESIGNATE THE DARIEN CITY CLERK AS THE PERSON WHO MAY RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY US TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS 8th DAY OF AUGUST, A.D., 2024

Walter J. Lutz, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3576
MY LICENSE EXPIRES NOVEMBER 30, 2024
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2025

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002768, DO HEREBY DECLARE THAT THE PLAT SHOWN HEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS 8th DAY OF AUGUST, A.D., 2024 AT ROSEMONT, ILLINOIS.

Walter J. Lutz, P.L.S.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3576
MY LICENSE EXPIRES NOVEMBER 30, 2024
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2025

Thomson Surveying Ltd. 9515 W. Higgins Road, Suite 850 Rosemont, IL 60018 TEL: (847) 318-9790 FAX: (847) 318-9792 wjl@thomsonil.com © THOMSON SURVEYING, LTD., 2024	CLIENT: CHRISTOPHER B. BURKE ENG., LTD. 9575 W. HIGGINS ROAD, STE. 600 ROSEMONT, ILLINOIS 60018	NO.	DATE	NATURE OF REVISION	CHKD.	DSGN.	WJL	TITLE:	PROJECT NO.	
									PLAT OF ANNEXATION TO THE CITY OF DARIEN, ILLINOIS	3990
								SCALE: 1" = 30 FEET	SHEET 1 OF 1	
								DATE: 8-9-24	3990_EX.PLN	

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the extension of a proposal from JC Landscaping & Tree Services, Inc., at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for the period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year the department requires the services of a landscaper to complete rear yard drainage projects for various properties. The City provides various materials to the proposed vendor, and the vendor is required to install the materials and complete the restoration.

Competitive quotes were requested on November 15, 2023 for the Rear Yard Drainage Assistance Program, and staff received one (1) competitive quote. The sole quote was provided by JC Landscaping & Tree Services, Inc., see [Attachment A](#). The request for quotes stipulated that pricing be held in place from May 1, 2024 through April 30, 2025. The proposal also includes two (2) additional extensions that may be exercised upon mutual agreement and City Council approval. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on September 23, 2024, see [Attachment B](#). JC Landscaping & Tree Services, Inc., and has provided satisfactory services in the past.

The expenditure would come from the Streets Account (Drainage Projects). The total estimated costs for all maintenance and budgetary programs for rear yard miscellaneous drainage projects are estimated at approximately \$100,000.00 pending budget approval.

STAFF RECOMMENDATION

Staff recommends approving the extension of a proposal from JC Landscaping & Tree Services, Inc., at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for the period of May 1, 2025 through April 30, 2026.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda, for formal approval.

MEMO

REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS MAY 1, 2025 thru APRIL 30, 2026

					JC Landscaping	
ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	UNIT PRICE	TOTAL COST
<i>EXAMPLE</i>	<i>WIDGET</i>	<i>100-5,000</i>	<i>LINEAL FT</i>	<i>700</i>	\$ 1.00	\$ 700.00
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	\$ 15.00	\$ 15,000.00
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	\$ 27.00	\$ 27,000.00
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	\$ 25.00	\$ 25,000.00
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	\$ 25.00	\$ 25,000.00
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	\$ 37.00	\$ 37,000.00
6	INSTALLATION OF 12 X 12 INLET BOXES- INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	\$ 36.00	\$ 3,600.00
7	GRADING -REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2,500	\$ 15.00	\$ 37,500.00
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	\$ 40.00	\$ 20,000.00
TOTAL COST ITEMS 1-8						
NOTE:ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR						\$ 190,100.00
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2500	\$ 12.00	\$ 30,000.00
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1--10	EACH	5	\$ 350.00	\$ 1,750.00
Total Costs Using Items 1-10						\$ 221,850.00
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION						
SPECIAL-OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARDS	500	\$ 8.00	\$ 4,000.00
SPECIAL-OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARDS	500	no bid	no bid

MEMO

kinis

From: Bladimir Mejia <mejia81@gmail.com>
Sent: Monday, September 23, 2024 10:57 AM
To: Regina Kokkinis
Cc: Dan Gombac
Subject: Re: City of Darien 2025 Rear Yard Drainage Vendor

Yes, I accept.

On Mon, Sep 23, 2024 at 10:53 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2025-26 as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the proposed 2025-26 pricing schedule.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

<https://darien.il.us/reference-desk/directconnect-ews>

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXTENSION OF A PROPOSAL FROM JC LANDSCAPING & TREE SERVICES, INC., AT THE PROPOSED SCHEDULE OF PRICES FOR THE REAR YARD DRAINAGE ASSISTANCE PROGRAM FOR THE PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026

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 does hereby authorize the extension of a proposal from JC Landscaping & Tree Services, Inc., at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for the period of May 1, 2025 through April 30, 2026, attached hereto as “[Exhibit A](#)”.

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 4th day of November 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November 2024.

JOSEPH MARCHESE, MAYOR

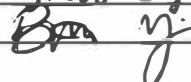
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS MAY 1, 2024 thru APRIL 30, 2025

ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	2024 - 2025		2026 - 2026		2026 - 2027	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE	WIDGET	100-5,000	LINEAL FT	700	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	15	15,000	15	15,000	15	15,000
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	26	26,000	27	27,000	29	29,000
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	25	25,000	25	25,000	25	25,000
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	25	25,000	25	25,000	25	25,000
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	36	36,000	37	37,000	38	38,000
6	INSTALLATION OF 12 X 12 INLET BOXES- INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	36	3,600	36	3,600	36	3,600
7	GRADING -REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2,500	15	37,500	15	37,500	15	37,500
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	35	17,500	40	20,000	40	20,000
TOTAL COST ITEMS 1-8 NOTE: ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR										
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2500	11	27,500	12	30,000	13	32,500
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1-10	EACH	5	350	1750	350	1750	350	1750
TOTAL COST ITEMS 1-10					N/A	214,850	N/A	221,850	N/A	227,350
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION										
SPECIAL-OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARDS	500	8	4000	8	4000	8	4000
SPECIAL-OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARDS	500						
Company Name		JC Landscaping								
Address		1210 Phinney Rd RA Osney IL 60543								
Submitted By/Print Name		Tiana Meja								
Date		11-14-23								
Office Telephone Number		630 408 3501								
Mobile Telephone Number		630 464 0736								
Fax Number										
E-mail Address		mejiab81@gmail.com								
Authorized Signature										

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the extension of a proposal from Route 66 Asphalt Company for bituminous products as required for various Public Works projects at the specified unit pricing for the period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year the department removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various Public Works projects. Restoration includes establishing uniform cuts, and the placement of binder and surface bituminous products.

Competitive quotes were requested for unit prices for binder and surface asphalt, and staff received four (4) competitive quotes on November 10, 2022, see [Attachment A](#). The request for quotes included two optional extensions for 2024 and 2025. The proposed extension would be the final extension, year three (3) of a three (3) year proposal. The extension was confirmed on September 23, 2024, see [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project. The total estimated costs for all maintenance and budgetary programs for the bituminous products are estimated at approximately \$45,000.00.

STAFF RECOMMENDATION

Staff recommends approving the resolution.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda for formal approval.

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	Tiles in Style LLC, DBA TAZA Supplies		K-Five Hodgkins LLC		Route 66 Asphalt Company		Orange Crush, LLC	
				UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS
<i>EXAMPLE:</i>			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. HMA SURFACE, MIX C, N50	200 - 2,000	TON	200	\$ 140.61	\$ 28,122.00	\$ 86.00	\$ 17,200.00	\$ 84.25	\$ 16,850.00	no bid	no bid
B. HMA BINDER COURSE, IL-19.0,N50	200 - 2,000	TON	200	\$ 120.84	\$ 24,168.00	\$ 78.50	\$ 15,700.00	\$ 78.00	\$ 15,600.00	no bid	no bid
TOTAL COSTS A + B					\$ 52,290.00		\$ 32,900.00		\$ 32,450.00		

QUOTE AWARDED ON TOTAL COST

QUOTE SUBMITTED NOVEMBER 2022 FOR 2023-24

From: Gormsen, Brian <briang@k-five.net>
Sent: Monday, September 23, 2024 3:04 PM
To: Regina Kokkinis
Cc: Dan Gombac; Vargas, Alex; Krug, Matthew
Subject: RE: City of Darien 2025 Bituminous Product
Attachments: 2025 Bituminous Product - Route 66.pdf

Regina,

We agree with the contract extension unit pricing for 2025 -2026.

Alex/Matt, please update spectrum (25-26 accordingly).

Thank you.

Brian Gormsen



999 Oakmont Plaza Drive, Suite 200 | Westmont, IL 60559
 Office: 630-257-5600 | Fax: 630-257-6788 | Email: briang@k-five.net
 Cell: 847-226-4286
www.k-five.net



From: Regina Kokkinis <rkokkinis@darienil.gov>
Sent: Monday, September 23, 2024 10:51 AM
To: Gormsen, Brian <briang@k-five.net>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: City of Darien 2025 Bituminous Product

Good Day,

Attached, please see the pricing schedule as it relates to the subject line.
 Please confirm that you are in agreement with the contract extension and unit pricing for the proposed 2025-26 pricing schedule.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services
 City of Darien
 630-353-8105

To receive important information from the City of Darien sign up for our electronic newsletter:
DARIEN DIRECT CONNECT
 Follow the link and subscribing is simple!
<https://darien.il.us/reference-desk/directconnect-enevs>



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXTENSION OF A PROPOSAL FROM ROUTE 66 ASPHALT COMPANY FOR BITUMINOUS PRODUCTS AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS AT THE SPECIFIED UNIT PRICING FOR THE PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026

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 extension of a proposal from Route 66 Asphalt Company for bituminous products as required for various Public Works projects at the specified unit pricing for the period of May 1, 2025 through April 30, 2026, a copy of which is attached hereto as "[Exhibit A](#)".

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 4th day of November 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November 2024.

JOSEPH MARCHESE, MAYOR

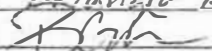
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BITUMINOUS PRODUCT QUOTE

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2023/2024 PRICING		2024/2025 PRICING		2025/2026 PRICING	
				UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. HMA SURFACE, MIX C, N50	200 - 2,000	TON	200	\$ 73.00	\$ 14,600.00	\$ 79.25	\$ 15,850.00	\$ 84.25	\$ 16,850.00
B. HMA BINDER COURSE, IL-19.0,N50	200 - 2,000	TON	200	\$ 68.00	\$ 13,600.00	\$ 73.25	\$ 14,650.00	\$ 78.00	\$ 15,600.00
TOTAL COSTS A + B									
QUOTE AWARDED ON TOTAL COST									
Company Name:	Route 66 Asphalt Company								
Address:	1375 Juliet Road Romeville IL 60446								
Submitted By:	Brian Gormsen								
Date:	11/9/27								
Telephone Number:	630 257 5600								
Mobile Telephone Number:	847 226 4786								
Fax Number:	630 257 6788								
E-mail Address:	briang@k-five.net								
Authorized Signature:									

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and ditching projects. The proposed resolution would allow the proposed vendor to provide the City of Darien semi-loads directly from the quarry when required.

Quotes were requested on November 15, 2023 and Staff had received two (2) competitive quotes for the stone and delivery. The lowest bidder was Vulcan Construction Materials, LLC, see [Attachment A](#). The department primarily uses CA6 and CA7, and the PGE is a heavier stone utilized for bank stabilization. The request for quotes stipulated that pricing be held in place from May 1, 2024 through April 30, 2025. It also included two optional extensions for 2025 and 2026. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on September 23, 2024, see [Attachment B](#). Vulcan Construction Materials, LLC, has provided satisfactory services in the past.

The expenditure would come from the Street, Water and Capital accounts, depending on the specific project requiring semis of stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000 pending Capital Project budget approval.

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda for formal approval.

**DELIVERED STONE QUOTE SUMMARY
2025-2026**

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	Vulcan Construction Materials LLC		Tiles in Style DBA Taza Supplies	
				UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS
<i>EXAMPLE:</i>			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	\$ 18.40	\$ 3,680.00	\$ 43.00	\$ 8,600.00
B. CA-7 STONE	200-3000	TON	200	\$ 26.25	\$ 5,250.00	\$ 62.50	\$ 12,500.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 54.00	\$ 10,800.00	\$ 123.15	\$ 24,630.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 57.00	\$ 11,400.00	\$ 130.90	\$ 26,180.00
TOTAL COSTS A+B+C+D					\$ 31,130.00		\$ 71,910.00

MEMO

Kinis

From: smithmic@vmcmail.com on behalf of vulcanmaterialsquote, SA
<vulcanmaterialsquote@vmcmail.com>
Sent: Monday, September 23, 2024 5:00 PM
To: Regina Kokkinis
Cc: Dan Gombac
Subject: Re: City of Darien 2025 Stone Pick and Stone Delivered

Good afternoon,

Yes, this pricing is correct. Thank you.

On Mon, Sep 23, 2024 at 10:47 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the proposed 2025-26 pricing schedule.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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DARIEN DIRECT CONNECT

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<https://darien.il.us/reference-desk/directconnect-eneews>

Visit my vulcan.com - our new online billing customer service center.

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXTENSION OF A PROPOSAL FROM VULCAN CONSTRUCTION MATERIALS, LLC, FOR THE PURCHASE AND DELIVERY OF STONE FOR THE PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026

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 extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2025 through April 30, 2026, attached hereto as **“Exhibit A”**.

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 4th day of November 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November 2024.

JOSEPH MARCHESE, MAYOR


ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DELIVERED STONE QUOTE SUMMARY

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2024-2025		2025-2026		2026-2027	
				UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00				
A. CA-6 STONE	200-3000	TON	200	17.40	\$3,480.00	18.40	\$3,680.00	19.40	\$3,880.00
B. CA-7 STONE	200-3000	TON	200	25.25	\$5,050.00	26.25	\$5,250.00	27.25	\$5,450.00
C. 6 - 8 Inch PGE	200-2000	TON	200	53.00	\$10,600.00	54.00	\$10,800.00	55.00	\$11,000.00
D. 10 - 12 Inch PGE	200-2000	TON	200	56.00	\$11,200.00	57.00	\$11,400.00	58.00	\$11,600.00
TOTAL COSTS A+B+C+D					\$30,330.00		\$31,130.00		\$31,930.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	Vulcan Construction Materials, LLC								
Address:	1000 E Warrenville Rd, Suite 100, Naperville, IL 60563								
Submitted By:	Jason Grimes								
Date:	10-31-23								
Telephone Number:	630-955-8500								
Mobile Telephone Number:									
Fax Number:	630-955-4453								
E-mail Address:	Vulcanmaterialsquote@vmcmail.com								
Authorized Signature:									

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and pick up of stone for Public Works projects for a period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and drainage projects. The proposed resolution would allow the City to pick up the specified stone from Vulcan Construction Materials, LLC.

Quotes were requested on November 15, 2023 and Staff had received one (1) competitive quote for the pickup of stone at per unit cost. The sole bidder was Vulcan Construction Materials, LLC, see [Attachment A](#). The request for quotes stipulated that pricing be held in place from May 1, 2024 through April 30, 2025. The request for quotes stipulated that pricing be held in place from May 1, 2024 through April 30, 2025. It also included two optional extensions for 2025 and 2026. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on September 23, 2024, see [Attachment B](#). Vulcan Construction Materials, LLC, was the awarded vendor last year and has provided satisfactory services in the past.

The expenditure would come from the Street Water and Capital accounts, depending on the specific project requiring the stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000.00.

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda for formal approval.

MEMO

**PICKED UP STONE QUOTE SUMMARY
2025-2026**

				Vulcan Construction Materials LLC	
DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			<i>200</i>	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	\$ 12.40	\$ 2,480.00
B. CA-7 STONE	200-3000	TON	200	\$ 20.25	\$ 4,050.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 48.00	\$ 9,600.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 48.00	\$ 9,600.00
TOTAL COSTS A+B+C+D					\$ 25,730.00

From: smithmic@vmcmail.com on behalf of vulcanmaterialsquote, SA
<vulcanmaterialsquote@vmcmail.com>
Sent: Monday, September 23, 2024 5:00 PM
To: Regina Kokkinis
Cc: Dan Gombac
Subject: Re: City of Darien 2025 Stone Pick and Stone Delivered

Good afternoon,

Yes, this pricing is correct. Thank you.

On Mon, Sep 23, 2024 at 10:47 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the proposed 2025-26 pricing schedule.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXTENSION OF A PROPOSAL FROM VULCAN CONSTRUCTION MATERIALS, LLC, FOR THE PURCHASE AND PICK UP OF STONE FOR VARIOUS PUBLIC WORKS PROJECTS AT THE PROPOSED UNIT PRICES FOR A PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026

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 approve the extension of a proposal from Vulcan Construction Materials, LLC, to purchase and pick up stone for various Public Works projects at the proposed unit prices, for a period of May 1, 2025 through April 30, 2026, 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 4th day of November 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November 2024.

JOSEPH MARCHESE, MAYOR


ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PICKED UP STONE QUOTE SUMMARY

DESCRIPTION	QUANTIT Y-RANGE	UNIT	MULTIPLIER QUANTITY	2024-2025		2025-2026		2026-2027	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	11.40	\$2,280.00	12.40	\$2,480.00	13.40	\$2,680.00
B. CA-7 STONE	200-3000	TON	200	19.25	\$3,850.00	20.25	\$4,050.00	21.25	\$4,250.00
C. 6 - 8 Inch PGE	200-2000	TON	200	47.00	\$9,400.00	48.00	\$9,600.00	49.00	\$9,800.00
D. 10 - 12 Inch PGE	200-2000	TON	200	47.00	\$9,400.00	48.00	\$9,600.00	49.00	\$9,800.00
TOTAL COSTS A+B+C+D					\$24,930.00		\$25,730.00		\$26,530.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	Vulcan Construction materials, LLC								
Address:	1000 E Warrenville Rd, Suite 100, Naperville, IL 60563								
Submitted By:	Jason Grimes								
Date:	10-31-23								
Telephone Number:	630-955-8500								
Mobile Telephone Number:									
Fax Number:	630-955-4453								
E-mail Address:	vulcanmaterialsquote@vme.mail.com								
Authorized Signature:									

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the extension of a proposal from M & J Asphalt Paving Company, Inc., for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year the department removes and replaces various storm sewers, culvert pipes and water main break repairs across driveway aprons and roadways for various Public Works projects. Restoration for the driveways includes establishing uniform cuts, asphalt removal and replacement.

On November 10, 2022, competitive quotes for the removal and replacement of bituminous aprons and road patches were requested. Staff received one (1) competitive quote. The sole bid was submitted by M & J Asphalt Paving Company, Inc. See [Attachment A](#). The request for quotes included two optional extensions for 2024 and 2025. The proposed extension would be the second extension, year three (3) of a three (3) year proposal. The extension was confirmed on October 8, 2024, see [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project. The total estimated costs for all maintenance and budgetary programs for the bituminous products are estimated at approximately \$75,000.00 pending Capital Project budget approval.

STAFF RECOMMENDATION

Staff recommends approval of this resolution with M & J Asphalt Paving Company, Inc.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda for formal approval.

MEMO

BITUMINOUS SURFACE-DRIVEWAY/APRONS/STREETS
2025-2026

				M & J Asphalt Paving Company, Inc.	
DESCRIPTION	QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE PER SQUARE YARD	COSTS
<i>EXAMPLE:</i>			100	\$ 1.00	\$ 100.00
A. BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 3-INCHES-BITUMINOUS SURFACE-INCLUDED IS SAWCUTING AND COMPACTION	Less than 50	SQUARE YARD	50 SQUARE YARD	\$ 122.00	\$ 6,100.00
	50 - 100	SQUARE YARD	100 SQUARE YARD	\$ 65.50	\$ 6,550.00
	101 - 200	SQUARE YARD	200 SQUARE YARD	\$ 60.00	\$ 12,000.00
B. BITUMINOUS ROADWAY PATCHES/CROSSING COST FOR PREPERATION AND PLACEMENT OF 5- INCHES-BITUMINOUS SURFACE (3 INCHES BINDER AND 2 INCHES BITUMINOUS SURFACE)-INCLUDED IS SAWCUTING AND COMPACTION	200 +	SQUARE YARD	200 SQUARE YARD	\$ 90.00	\$ 18,000.00
TOTAL COSTS A + B				\$ 337.50	\$ 42,650.00

quote submitted November 2022 - sole bidder

From: Mike Denault
To: Regina Kokkinis
Subject: 2023-0036, City of Darien 2025 Bituminous Surface
Date: Tuesday, October 8, 2024 9:31:01 AM
Attachments: Outlook-xdyurnpw.png

Hello Regina

We will be happy to extend the contract and unit pricing for the proposed 2025-26 pricing schedule.

I will send an updated certificate of insurance shortly

mjworks.com

Michael Denault
 Senior Estimator

O: (708) 222-1200 | F: (708) 222-1213 | M: (708) 431-4683
 3124 S. 60th Court, Cicero, IL 60804



From: Regina Kokkinis <rkokkinis@darienil.gov>
Sent: Monday, October 7, 2024 2:52 PM
To: Mike Denault <mdenault@mjworks.com>
Subject: City of Darien 2025 Bituminous Surface

Good day,

Not sure if you had the opportunity to look this over.
 Please let me know if you have any questions.

-----Original Message-----

From: Regina Kokkinis
Sent: Monday, September 23, 2024 10:51 AM
To: 'mdenault@mjworks.com' <mdenault@mjworks.com>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: City of Darien 2025 Bituminous Surface

Good Day,

Attached, please see the pricing schedule as it relates to the subject line.
 Please confirm that you are in agreement with the contract extension and unit pricing for the proposed 2025-26 pricing schedule.

Thank you,

Regina Kokkinis
 Administrative Assistant, Municipal Services City of Darien



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXTENSION OF A PROPOSAL FROM M & J ASPHALT PAVING COMPANY, INC., FOR THE REMOVAL AND REPLACEMENT OF BITUMINOUS APRONS AND ROAD PATCHES AT THE PROPOSED UNIT PRICING AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026

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 accept the extension of a proposal from M & J Asphalt Paving Company, Inc., for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2025 through April 30, 2026, 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 4th day of November 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November 2024.

JOSEPH MARCHESE, MAYOR


ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BITUMINOUS SURFACE DRIVEWAY APRONS/STREET SUMMARY QUOTE REQUEST

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2023-2024		2024-2025		2025-2026	
				UNIT PRICE PER SQUARE YARD	COSTS	UNIT PRICE PER SQUARE YARD	COSTS	UNIT PRICE PER SQUARE YARD	COSTS
<i>EXAMPLE:</i>			100	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
A. BITUMINOUS DRIVEWAY APRONS COST FOR PREPARATION AND PLACEMENT OF 3-INCHES-BITUMINOUS SURFACE-INCLUDED IS SAWCUTTING AND COMPACTION	Less than 50	SQUARE YARD	SQUARE YARD	\$96.50	\$4,825.00	\$109.00	\$5,450.00	\$122.00	\$6,100.00
	50 - 100	SQUARE YARD	SQUARE YARD	\$50.50	\$5,050.00	\$58.00	\$5,800.00	\$65.50	\$6,550.00
	101 - 200	SQUARE YARD	SQUARE YARD	\$46.25	\$9,250.00	\$54.50	\$10,900.00	\$60.00	\$12,000.00
B. BITUMINOUS ROADWAY PATCHES/CROSSING COST FOR PREPARATION AND PLACEMENT OF 5-INCHES-BITUMINOUS SURFACE (3 INCHES BINDER AND 2 INCHES BITUMINOUS SURFACE)-INCLUDED IS SAWCUTTING AND COMPACTION	200 +	SQUARE YARD	SQUARE YARD	\$70.00	\$14,000.00	\$81.90	\$16,380.00	\$90.00	\$18,000.00
TOTAL COSTS A + B					\$33,125.00		\$38,530.00		\$42,650.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	M & J Asphalt Paving Company, Inc.								
Address:	3124 S. 60th Court Cicero, Illinois 60804								
Submitted By:	Michael Denault, Project Administrator								
Date:	November 10, 2022								
Telephone Number:	708-222-1200								
Mobile Telephone Number:	708-431-4683								
Fax Number:	708-222-1213								
E-mail Address:	mdenault@mjworks.com								
Authorized Signature:									

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the extension of a proposal from 119th St Materials for tipping and transfer fees at the proposed unit prices for certain generated waste from various Public Works Projects for a period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. Staff requested competitive quotes on November 10, 2022 for the services and received one (1) competitive quote, see [Attachment A](#). The sole bid was provided by, 119th St Materials. The price extension for 2025-26 was confirmed on October 9, 2024. See [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for this item are \$65,000.00 pending Capital Project budget approval. Staff secured pricing for the next fiscal year

STAFF RECOMMENDATION

Staff recommends approving the resolution.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda for formal approval.

				119th Street Materials	
DESCRIPTION	QUANTITY-RANGE	MATERIAL/UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			50	\$1.00	\$ 50.00
A. Dump/Transfer Fee	50 - 1000	Clay Per Load - 4 Wheeler	50	\$ 57.30	\$ 2,865.00
B. Dump/Transfer Fee	50 - 1000	Clay Per Load - 6 Wheeler	50	\$ 77.30	\$ 3,865.00
C. Dump/Transfer Fee	50 - 1000	Clay Per Load - Semi	50	\$ 87.30	\$ 4,365.00
D. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 4 Wheeler	50	\$ 57.30	\$ 2,865.00
E. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 6 Wheeler	50	\$ 77.30	\$ 3,865.00
F. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - Semi	50	\$ 87.30	\$ 4,365.00
COSTS A-F					\$ 22,190.00
G. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00
H. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 6 Wheeler	50	\$ 55.00	\$ 2,750.00
I. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - Semi	50	\$ 75.00	\$ 3,750.00
SUB-TOTAL (A-I)					\$ 30,940.00
J. Dump/Transfer Fee	50 - 1000	Sod Per Load - 4 Wheeler	50	\$ -	\$ -
K. Dump/Transfer Fee	50 - 1000	Sod Per Load - 6 Wheeler	50	\$ -	\$ -
L. Dump/Transfer Fee	50 - 1000	Sod Per Load - Semi	50	\$ -	\$ -
Sod Dumping SUB-TOTAL					\$ -
TOTAL COSTS A - L					\$ 30,940.00

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Darien

MEMO

kinis

From: james barry <jjb8454@yahoo.com>
Sent: Wednesday, October 9, 2024 1:19 PM
To: Regina Kokkinis
Cc: Sandra 119th; Alfonso Alvarado
Subject: Re: City of Darien 2025 Dump/Transfer Fees

Regina,
 Agreed.
 Thankyou so much!
 Jim Barry
 119th Street Materials

On Wednesday, October 9, 2024 at 07:58:51 AM CDT, Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good morning Mr. Barry

Thank you for responding, I filled in the 2023-24 prices that you agree to honor for the May 1, 2025 April 30, 2026 season, see the attached.

Let me know if you are in agreement.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

<https://darien.il.us/reference-desk/directconnect-e-news>

From: james barry <jjb8454@yahoo.com>
Sent: Tuesday, October 8, 2024 2:03 PM
To: Regina Kokkinis <rkokkinis@darienil.gov>
Cc: Sandra 119th <sandra@119thstreetmaterials.com>; Alfonso Alvarado <alfonso@119thstreetmaterials.com>
Subject: Re: City of Darien 2025 Dump/Transfer Fees

Regina,

119th Street Materials agrees to extend the 2023-2024 pricing for the 2024-2025 season.

Thank you for your continued business.

If I may be of further assistance, please do not hesitate to contact me.

Sincerely,

Jim Barry

119th Street Materials

815-324-4119

On Monday, October 7, 2024 at 02:55:46 PM CDT, Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good day,

Not sure if you had the opportunity to look this over.

Please let me know if you have any questions.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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From: Regina Kokkinis
Sent: Monday, September 23, 2024 10:50 AM
To: 'jjb8454@yahoo.com' <jjb8454@yahoo.com>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: City of Darien 2025 Dump/Transfer Fees

Good Day,

Attached, please see the pricing schedule as it relates to the subject line.

Please confirm that you are in agreement with the contract extension for the proposed 2025-26 pricing schedule.

Thankyou,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXTENSION OF A PROPOSAL FROM 119TH ST MATERIALS FOR TIPPING AND TRANSFER FEES AT THE PROPOSED UNIT PRICES FOR CERTAIN GENERATED WASTE FROM VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026

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 authorizes to extend a proposal from 119th St Materials for tipping and transfer fees at the proposed unit prices for certain generated waste from various Public Works Projects for a period of May 1, 2025 through April 30, 2026, attached hereto as “**Exhibit A**”.

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 4th day of November 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

DUMP / TRANSFER FEE QUOTE

prices extended for 2024-25
see attachment b

prices extended for 2025-26
see attachment b

DESCRIPTION	QUANTITY-RANGE	MATERIAL/UNIT	MULTIPLIER QUANTITY	2023-2024		2024-2025		2025-2026	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			50	\$ 1.00	\$ 50.00				
A. Dump/Transfer Fee	50 - 1000	Clay Per Load - 4 Wheeler	50	57.30	2,865.00	\$57.30	\$2,865	\$57.30	\$2,865.00
B. Dump/Transfer Fee	50 - 1000	Clay Per Load - 6 Wheeler	50	77.30	3,865.00	\$77.30	\$3,865	\$77.30	\$3,865.00
C. Dump/Transfer Fee	50 - 1000	Clay Per Load - Semi	50	87.30	4,365.00	\$87.30	\$4,365	\$87.30	\$4,365.00
D. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 4 Wheeler	50	57.30	2,865.00	\$57.30	\$2,865	\$57.30	\$2,865.00
E. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 6 Wheeler	50	77.30	3,865.00	\$77.30	\$3,865	\$77.30	\$3,865.00
F. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - Semi	50	87.30	4,365.00	\$87.30	\$4,365	\$87.30	\$4,365.00
G. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 4 Wheeler	50	45.00	2,250.00	\$45.00	\$2,250	\$45.00	\$2,250.00
H. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 6 Wheeler	50	55.00	2,750.00	\$55.00	\$2,750	\$55.00	\$2,750.00
I. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - Semi	50	75.00	3,750.00	\$75.00	\$3,750	\$75.00	\$3,750.00
J. Dump/Transfer Fee	50 - 1000	Sod Per Load - 4 Wheeler	50	N/A	N/A	N/A	N/A	N/A	N/A
K. Dump/Transfer Fee	50 - 1000	Sod Per Load - 6 Wheeler	50	N/A	N/A	N/A	N/A	N/A	N/A
L. Dump/Transfer Fee	50 - 1000	Sod Per Load - Semi	50	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL COSTS A - L									
QUOTE AWARDED ON TOTAL COST									

Company Name:	119TH STREET MATERIALS
Address:	22957 W. 119TH STREET, PLAINFIELD, IL 60585
Submitted By:	JAMES BARRY
Date:	10-27-2022
Telephone/FAX:	815-324-4119
Mobile Number:	630-606-7000
E-mail Address:	jib8454@YAHOO.COM
Authorized Signature:	

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Darien

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the Ditch Landscape Maintenance Program for the period of May 1, 2025 through April 30, 2026.

BACKGROUND

In 2022 the City completed maintenance on the remainder the City’s ditch infrastructure. The City Council initiated the commencement of the Ditch Project program in 2007 to restore approximately 27 miles of ditch infrastructure. In 2023, the Department requested funding for a pilot program to provide ongoing maintenance for optimal storm water conveyance within the open ditch areas. The goals of the Ditch Landscape Maintenance Program were to field review the open ditches for settling adjacent to inlets/structures, erosion and minor grading. The 2023 program allowed Staff to complete approximately 2.2 lineal miles at a cost of approximately \$60,000, (\$5.20/LF). Staff viewed the program as very successful and is recommending the program for the FY2024/25 Budget. The program would continue sequentially from when the ditches were originally restored. The maintenance restoration is based on a time and material basis with the City providing limited materials.

The program consist of the City providing topsoil, aggregate and all storm sewer materials to the proposed vendor. The vendor shall have the ability to set flow grades from 1.5 to 2.5 %. The scope of work will be determined by the Superintendent. The work areas will consist of identified areas ranging from 10-150 feet long by 5 to 20 feet in width. The work will further include adjusting storm inlets and 12x12 garden inlets located in the right of way. Adjustments will consist of removing/adding concrete adjusting rings ranging from 1-6 inches and replacing/adjusting 12x12 inlets/grates to grade.

Competitive quotes were requested for the landscaping services on December 12, 2023 and staff received one (1) responsive quote. The sole bid was received from JC Landscaping & Tree Service. See [Attachment A](#). JC Landscaping has been a contractor for the City for several years with satisfactory results. The proposal also includes two (2) additional extensions that may be exercised upon mutual agreement and City Council approval. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on October 11, 2024, see [Attachment B](#).

The proposed expenditure would be expended from the following line item, pending Budget approval.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25-26	PROPOSED EXPENDITURE
25-35-4376	Ditch Landscape Maintenance Restoration Program	\$70,000	70,000

STAFF RECOMMENDATION

Staff recommends approving the resolution for the Ditch Landscape Maintenance Program for the period of May 1, 2025 through April 30, 2026, pending Budget approval.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda for formal approval.

2025 DITCH MAINTENANCE RESTORATION SERVICES

JC Landscaping & Tree
Service

DESCRIPTION	MINIMAL QUANTITY- RANGE	MAXIMUM QUANTITY- RANGE	UNIT	2025 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST
<i>EXAMPLE:</i>		<i>PER JOB</i>			220	\$ 1.00	\$ 220.00
A. LABOR COST FOR GRADING-MECHANICAL GRADING/ROTTILLING, PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-6 INCHES EXCAVATIONS TO BE DISPOSED OF BY THE CITY - THE CITY WILL PROVIDE TOPSOIL	1	200	SQUARE YARD	200	200	\$ 20.00	\$ 4,000.00
B. LABOR COST FOR ADJUSTING STORM SEWER INLETS 1-6 INCHES. REMOVED CONCRETE RINGS SHALL BE RETURNED TO THE PUBLIC WORKS FACILITY.	1	100	EACH	100	450	\$ 20.00	\$ 9,000.00
C. LABOR COST FOR ADJUSTING 12 X12 GARDEN INLETS 1-6 INCHES.	1	100	EACH	100	450	\$ 30.00	\$ 13,500.00
D. LABOR COST FOR REMOVING AND REPLACING 12 X12 GARDEN INLETS 12-18 INCHES.	1	100	EACH	100	450	\$ 35.00	\$ 15,750.00
E. SOD-RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	100	4,000	SQUARE YARD	5100	5,100	\$ 11.00	\$ 56,100.00
F. SEED-RESTORATION-INCLUDES FERTILIZER, SEED, STRAW BLANKET AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	100	4,000	SQUARE YARD	5100	5,100	\$ 8.00	\$ 40,800.00
TOTAL COSTS A+B+C+D+E+F							\$ 139,150.00

Kokkinis

From: Bladimir Mejia <mejiab81@gmail.com>
Sent: Friday, October 11, 2024 12:10 PM
To: Regina Kokkinis
Subject: Re: City of Darien 2025 Ditch Maintenance Restoration

Hello Regina

I'm sorry I definitely missed the email but we do agree with the pricing for 2025-26

On Fri, Oct 11, 2024 at 12:05 PM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Hello,

Not sure if you had the opportunity to look this over.

Please let me know if you have any questions.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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<https://darien.il.us/reference-desk/directconnect-ews>

From: Regina Kokkinis
Sent: Tuesday, October 8, 2024 11:11 AM
To: 'Bladimir Mejia' <mejiab81@gmail.com>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: City of Darien 2025 Ditch Maintenance Restoration

Good Day,

Attached, please see the pricing schedule for 2025-26 as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the proposed 2025-26 pricing schedule.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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<https://darien.il.us/reference-desk/directconnect-eneews>

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXTENSION OF A PROPOSAL FROM JC
LANDSCAPING & TREE SERVICE AT THE SCHEDULE OF PRICES FOR THE
DITCH LANDSCAPE MAINTENANCE PROGRAM FOR THE PERIOD OF
MAY 1, 2025 THROUGH APRIL 30, 2026**

**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 does hereby authorize the extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the Ditch Landscape Maintenance Program for the period of May 1, 2025 through April 30, 2026, attached hereto as "**Exhibit A**".

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 4th day of November 2024.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 4th day of November 2024.**


JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

2024 DITCH MAINTENANCE RESTORATION SERVICES						2024 - 2025		2025 - 2026		2026 - 2027	
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	2024 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE "A"	1	220	SQUARE YARD	N/A	220	\$ 1.00	\$ 220.00	\$ 1.05	\$ 231.00	\$ 1.10	\$ 254.10
A. LABOR COST FOR GRADING-MECHANICAL GRADING/ROTTILLING, PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-6 INCHES EXCAVATIONS TO BE DISPOSED OF BY THE CITY - THE CITY WILL PROVIDE TOPSOIL.	1	200	SQUARE YARD	200	200	\$ 18	\$3,600	\$20	\$4,000	\$22	\$4,400
B. LABOR COST FOR ADJUSTING STORM SEWER INLETS 1-6 INCHES. REMOVED CONCRETE RINGS SHALL BE RETURNED TO THE PUBLIC WORKS FACILITY.	1	100	EACH	100	450	\$ 20	\$ 9,000	\$ 20	\$ 9,000	\$ 20	\$ 9,000
C. LABOR COST FOR ADJUSTING 12 X12 GARDEN INLETS 1-6 INCHES	1	100	EACH	100	450	\$ 30	\$13,500	\$ 30	\$13,500	\$ 30	\$13,500
D. LABOR COST FOR REMOVING AND REPLACING 12 X12 GARDEN INLETS 12-18 INCHES	1	100	EACH	100	450	\$ 35	\$15,750	\$ 35	\$15,750	\$ 35	\$15,750
E. SOD-RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	100	4,000	SQUARE YARD	5100	5,100	\$ 10	\$51,000	\$ 11	\$56,100	\$12	\$61,200
F. SEED-RESTORATION-INCLUDES FERTILIZER, SEED, STRAW BLANKET AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	100	4,000	SQUARE YARD	5100	5,100	\$ 8	\$40,800	\$ 8	\$40,800	\$ 8	\$40,800
TOTAL COSTS A+B+C+D+E+F							\$133,650		\$139,150		\$144,650
Company Name:	JC Landscaping and tree service										
Address:	1210 Plainfield Rd Oswego IL 60543										
Submitted By:	JUAN Mejia										
Date:	12/11/23										
Telephone Number:	630-464-0736										
Mobile Telephone Number:	630-408-3501										
Fax Number:											
E-mail Address:	mejiaj0424@gmail.com										
Authorized Signature:											

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

Approval of an [ordinance](#) authorizing the disposal of surplus property.

BACKGROUND/HISTORY

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service, GovDeals, Inc, or disposed of:

	ITEM	MODEL#	QUANTITY	EXPLANATION
1	Misc. car parts	n/a		obsolete/replaced/damaged
2	Westin running boards - Ford F350	n/a	2	obsolete/replaced/damaged
3	Engine Cradle	n/a	1	obsolete/replaced/damaged
4	Exhaust Gas Analyzer	n/a	1	obsolete/replaced/damaged
5	jack stand	n/a	1	obsolete/replaced/damaged
6	Echo String Trimmers	n/a	10	obsolete/replaced/damaged
7	6 foot roller table	n/a	1	obsolete/replaced/damaged
8	Rigid 10" chop saw	n/a	1	obsolete/replaced/damaged
9	Target Mini Con II Concrete saw	Model: MCSII-8H Serial: 257185	1	obsolete/replaced/damaged
10	Transmission Flush Machine	Model: ATF 200+A DUAL Serial:007436	1	obsolete/replaced/damaged
11	Engine Hoist	n/a	1	obsolete/replaced/damaged

STAFF RECOMMENDATION

Staff recommends the above be declared surplus property and auctioned using GovDeals, Inc or disposed of.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council Agenda for formal approval.



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE
OF PERSONAL PROPERTY
OWNED BY THE CITY OF DARIEN**

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 4th DAY OF NOVEMBER, 2024

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, and
this 4th day of November, 2024**

**AN ORDINANCE AUTHORIZING THE SALE
OF PERSONAL PROPERTY
OWNED BY THE CITY OF DARIEN**

WHEREAS, in the opinion of at least three fourths of the corporate authorities of the City of Darien, it is no longer necessary or useful, or for the best interests of the City of Darien, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Darien to sell said personal property at a Public Auction or dispose of said property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by auctioning it using Gov Deals, Inc or disposing of said property.

	ITEM	MODEL#	QUANTITY	EXPLANATION
1	Misc. car parts	n/a		obsolete/replaced/damaged
2	Westin running boards - Ford f350	n/a	2	obsolete/replaced/damaged
3	Engine Cradle	n/a	1	obsolete/replaced/damaged
4	Exhaust Gas Analyzer	n/a	1	obsolete/replaced/damaged
5	jack stand	n/a	1	obsolete/replaced/damaged
6	Echo String Trimmers	n/a	10	obsolete/replaced/damaged
7	6 foot roller table	n/a	1	obsolete/replaced/damaged
8	Rigid 10" chop saw	n/a	1	obsolete/replaced/damaged
9	Target Mini Con II Concrete saw	Model: MCSII-8H Serial: 257185	1	obsolete/replaced/damaged
10	Transmission Flush Machine	Model: ATF 200+A DUAL Serial:007436	1	obsolete/replaced/damaged
11	Engine Hoist	n/a	1	obsolete/replaced/damaged

ORDINANCE NO. _____

SECTION 2: The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Items will be auctioned using GovDeals, Inc or disposing of said property.

SECTION 3: This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 4: This Ordinance 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 4th day of November 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

Approval of a [resolution](#) to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2025 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$40,030.00.

BACKGROUND/HISTORY

Attached, please find an [engineering agreement](#) with Christopher B. Burke Engineering, Ltd. for the 2025 Street Maintenance Program. The following roads are slated for the 2025 Street Maintenance Program:

PROPOSED 2025 ROAD PROGRAM

STREET	SUBDIVISION/LIMIT	LENGTH
IRIS ROAD	CREST ROAD - HIGH ROAD	1240
ELEANOR PLACE	74TH STREET - ELM STREET	440
74TH PLACE	ROUTE 83 - ELEANOR PLACE	1000
HIGH RIDGE COURT	RICHMOND AVENUE – CUL-DE-SAC	652
RICHMOND AVENUE	67TH STREET - NORTH LIMIT	629
TRENTON LANE	67TH STREET - ALBANY LANE	530
ALBANY LANE	TRENTON LANE - RICHMOND AVENUE	350
BENTLEY AVENUE	72ND STREET - 69TH STREET	1860
MAPLE LANE	CLARENDON HILLS ROAD -RICHMOND AVENUE	2840
MAPLE LANE CUL- DE-SAC 1	MAPLE LANE CUL-DE-SAC - LIMIT	160
MAPLE LANE CUL- DE-SAC 2	MAPLE LANE CUL-DE-SAC - LIMIT	160
COUNTRY LANE	PLAINFIELD ROAD - 75TH STREET	1200
CONCORD PLACE	CASS AVENUE - EAST LIMIT	600
CHALET DRIVE	CONCORD PLACE - CONCORD PLACE	600
BAYBERRY LANE	EXNER ROAD - CUL-DE-SAC	1200
WALDEN LANE	71ST STREET - EXNER ROAD	1320
DROVER LANE	BURGESS LANE - PARKVIEW DRIVE	4000
BREWER ROAD	GRANDVIEW LANE - ALDEN LANE	2160
AILSWORTH DRIVE	BELLER DRIVE - CUL-DE-SAC	1420
AILSWORTH COURT	AILSWORTH DRIVE - CUL-DE-SAC	600
CREEKSIDE LANE	KEARNEY ROAD - CUL-DE-SAC	2700
KENTWOOD COURT	CREEKSIDE LANE - CUL-DE-SAC	650
ALTERNATE 1: 1,500 SQUARE YARDS OF PATCHING		N/A
7550 LYMAN AVENUE-ALT 2	DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT PARKING LOT	N/A
8687 LEMONT ROAD-ALT 3	DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT PARKING LOT	N/A
TOTAL (FT)		26,311
TOTAL MILES		4.98

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 polymerized hot-mix asphalt binder course, 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 26,311 feet (4.98 miles) for the base bid.

Alternate 1 bid includes 1,500 square yards of miscellaneous patching in various locations throughout the City.

Alternate 2 bid will include the same scope as the base bid and the parking lot at the Darien-Woodridge Fire Protection District located at 7550 Lyman Avenue.

Alternate 3 bid will include the same scope as the base bid and the parking lot at the Darien-Woodridge Fire Protection District located at 8687 Lemont Road.

It is our understanding that the City’s intent is to utilize Local funds for Design Engineering and Construction.

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 asphalt pavement patching, and drainage structures 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 \$235/hr x 6 hrs	= \$ 1,410
Engineering Tech III \$140/hr x 46 hrs	= \$ 6,440
Total	\$ 7,850

Task 2 – Preparation of Bid Booklet: CBBEL will prepare a bid booklet in local format for the proposed improvements. 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.

Engineer V \$235/hr x 24 hrs	= \$ 5,640
Engineering Tech III \$140/hr x 120 hrs	= \$ 16,800
Total	\$ 22,400

Task 3 – Coordination Meetings: CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$235/hr x 2 meetings x 3 hrs	= \$ 1,410
--	------------

Task 4 – Bidding Assistance: CBBEL will advertise for bidding, distribute 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 \$235/hr x 2 hrs	= \$ 470
Engineer Tech III \$ 140/hr x 10 hrs	= <u>\$ 1,400</u>
Total	\$ 1,870

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. 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 estimated the following fees for each of the tasks described above:

Task 1 Field Reconnaissance	\$ 7,850
Task 2 Preparation of Bid Booklet	\$22,400
Task 3 Coordination Meetings	\$ 1,410
Task 4 Bidding Assistance	\$ 1,870
Task 5 Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
Direct Costs	<u>\$ 500</u>
NOT TO EXCEED	\$40,030

Funding for the Engineering Services would be expended from the following line item of the FY24/25 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ENGINEERING BID SPECIFICATIONS	\$ 35,000.00	\$ 40,030.00	(\$5,030.00)

STAFF RECOMMENDATION

Staff recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$40,030.00.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2025 STREET MAINTENANCE PROGRAM CONTRACT BID BOOKLET IN AN AMOUNT NOT TO EXCEED \$40,030.00

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 2025 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$40,030.00, 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 4th day of November 2024

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November 2024.

JOSEPH MARCHESE, 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

October 22, 2024

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
2025 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 2025 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 2025 Road Program will consist of resurfacing for the following streets:

PROPOSED 2025 ROAD PROGRAM		
STREET	SUBDIVISION/LIMITS	LENGTH
IRIS ROAD	CREST ROAD - HIGH ROAD	1240
ELEANOR PLACE	74TH STREET - ELM STREET	440
74TH PLACE	ROUTE 83 - ELEANOR PLACE	1000
HIGH RIDGE COURT	RICHMOND AVENUE – CUL-DE-SAC	652
RICHMOND AVENUE	67TH STREET - NORTH LIMIT	629
TRENTON LANE	67TH STREET - ALBANY LANE	530
ALBANY LANE	TRENTON LANE - RICHMOND AVENUE	350
BENTLEY AVENUE	72ND STREET - 69TH STREET	1860
MAPLE LANE	CLARENDON HILLS ROAD -RICHMOND AVENUE	2840
MAPLE LANE CUL-DE-SAC 1	MAPLE LANE CUL-DE-SAC - LIMIT	160

MAPLE LANE CUL-DE-SAC 2	MAPLE LANE CUL-DE-SAC - LIMIT	160
COUNTRY LANE	PLAINFIELD ROAD - 75TH STREET	1200
CONCORD PLACE	CASS AVENUE - EAST LIMIT	600
CHALET DRIVE	CONCORD PLACE - CONCORD PLACE	600
BAYBERRY LANE	EXNER ROAD - CUL-DE-SAC	1200
WALDEN LANE	71ST STREET - EXNER ROAD	1320
DROVER LANE	BURGESS LANE - PARKVIEW DRIVE	4000
BREWER ROAD	GRANDVIEW LANE - ALDEN LANE	2160
AILSWORTH DRIVE	BELLER DRIVE - CUL-DE-SAC	1420
AILSWORTH COURT	AILSWORTH DRIVE - CUL-DE-SAC	600
CREEKSIDE LANE	KEARNEY ROAD - CUL-DE-SAC	2700
KENTWOOD COURT	CREEKSIDE LANE - CUL-DE-SAC	650
ALTERNATE 1: 1,500 SQUARE YARDS OF PATCHING		N/A
7550 LYMAN AVENUE-ALT 2	DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT PARKING LOT	N/A
8687 LEMONT ROAD-ALT 3	DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT PARKING LOT	N/A
TOTAL (FT)		26,311
TOTAL MILES		4.98

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 polymerized hot-mix asphalt binder course, 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 26,311 feet (4.98 miles) for the base bid.

Alternate 1 bid includes 1,500 square yards of miscellaneous patching in various locations throughout the City.

Alternate 2 bid will include the same scope as the base bid and the parking lot at the Darien-Woodridge Fire Protection District located at 7550 Lyman Avenue.

Alternate 3 bid will include the same scope as the base bid and the parking lot at the Darien-Woodridge Fire Protection District located at 8687 Lemont Road.

It is our understanding that the City's intent is to utilize Local funds for Design Engineering and Construction.

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 asphalt pavement patching, and drainage structures 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 \$235/hr x 6 hrs	= \$ 1,410
Engineering Tech III \$140/hr x 46 hrs	= <u>\$ 6,440</u>
Total	\$ 7,850

Task 2 – Preparation of Bid Booklet and IDOT Resolution: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for an MFT funded letting along with IDOT Resolutions (BLR 09110) for Design Engineering and Construction. 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.

Engineer V \$235/hr x 24 hrs	= \$ 5,640
Engineering Tech III \$140/hr x 120 hrs	= <u>\$ 16,800</u>
Total	\$ 22,400

Task 3 – Coordination Meetings: CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$235/hr x 2 meetings x 3 hrs	= \$1,410
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Task 4 – Bidding Assistance: CBBEL will advertise for bidding, distribute 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 \$235/hr x 2 hrs	= \$ 470
Engineering Tech III \$140/hr x 10 hrs	= <u>\$ 1,400</u>
Total	\$ 1,870

Task 5 – Sampling Analysis – Construction Material 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.

FEE ESTIMATE

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

Task 1	Field Reconnaissance	\$ 7,850
Task 2	Preparation of Bid Booklet and IDOT Resolution	\$22,400
Task 3	Coordination Meetings	\$ 1,410
Task 4	Bidding Assistance	\$ 1,870
Task 5	Sampling Analysis – Construction Materials Quality Assurance/Quality Control	\$ 6,000
	Direct Costs	<u>\$ 500</u>
	NOT TO EXCEED	\$40,030

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,

Michael E. Kerr, PE
President

Encl. 2024 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
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	Charges*
	(\$/Hr)
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

These rates are in effect until December 31, 2024, at which time they will be subject to change.

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 & 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.

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd., for pavement coring for the proposed 2025 Street Maintenance Program, in an amount not to exceed \$7,800.00.

BACKGROUND/HISTORY

Attached please find an [engineering agreement](#) with Christopher B. Burke Engineering for a pavement study consisting of 19 pavement cores for the tentatively proposed 2025 Street Maintenance Program. The following roads are slated for the 2025 Street Maintenance Program:

PROPOSED 2025 ROAD PROGRAM

STREET	LIMIT	ROAD LENGTH	CORES
IRIS ROAD	CREST ROAD - HIGH ROAD	1240	0
ELEANOR PLACE	74TH STREET - ELM STREET	440	0
74TH PLACE	ROUTE 83 - ELEANOR PLACE	1000	0
HIGH RIDGE COURT	RICHMOND AVENUE – CUL- DE-SAC	652	1
RICHMOND AVENUE	67TH STREET - NORTH LIMIT	629	1
TRENTON LANE	67TH STREET - ALBANY LANE	530	0
ALBANY LANE	TRENTON LANE - RICHMOND AVENUE	350	0
BENTLEY AVENUE	72ND STREET - 69TH STREET	1860	0
MAPLE LANE	CLARENDON HILLS ROAD - RICHMOND AVENUE	2840	0
MAPLE LANE CUL- DE-SAC 1	MAPLE LANE CUL-DE-SAC - LIMIT	160	0
MAPLE LANE CUL- DE-SAC 2	MAPLE LANE CUL-DE-SAC - LIMIT	160	0
COUNTRY LANE	PLAINFIELD ROAD - 75TH STREET	1200	2
CONCORD PLACE	CASS AVENUE - EAST LIMIT	600	1
CHALET DRIVE	CONCORD PLACE - CONCORD PLACE	600	1
BAYBERRY LANE	EXNER ROAD - CUL-DE-SAC	1200	0
WALDEN LANE	71ST STREET - EXNER ROAD	1320	2
DROVER LANE	BURGESS LANE - PARKVIEW DRIVE	4000	0
BREWER ROAD	GRANDVIEW LANE – ALDEN LANE	2160	4
ALILSWORTH DRIVE	BELLER DRIVE - CUL-DE-SAC	1420	0
AILSWORTH COURT	AILSWORTH DRIVE - CUL- DE-SAC	600	0
CREEKSIDE LANE	KEARNEY ROAD - CUL-DE-SAC	2700	5
KENTWOOD COURT	CREEKSIDE LANE - CUL-DE- SAC	650	0
ALTERNATE 1: 1,500 SQUARE FEET OF PATCHING		N/A	0
7550 LYMAN AVENUE-ALT 2	DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT	N/A	1
8687 LEMONT ROAD-ALT 3	DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT	N/A	1
		TOTAL	19

*Streets with no proposed pavement cores already have past pavement core data.

The proposed Engineering Agreement includes the following scope of services:

Task 1 - Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL’s sub consultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include pavement cores (approximately 19 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 2025 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	\$ 6,800
Task 2	Evaluation of Geotechnical Report	<u>\$ 1,000</u>
TOTAL		\$ 7,800

Funding for the Engineering Services would be expended from the following line item of the FY 24/25 Budget:

Account Number	Account Description	FY24/25 Budget	Proposed Expenditure	Proposed Balance
25-35-4325	Road Core Specs Testing Services	\$12,500.00	\$ 7,800.00	\$4,700.00

STAFF RECOMMENDATION

Staff recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$7,800.00.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda for formal consideration.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE
ENGINEERING, LTD., FOR PAVEMENT CORING FOR THE
PROPOSED 2025 STREET MAINTENANCE PROGRAM,
IN AN AMOUNT NOT TO EXCEED \$7,800.00**

**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 coring for the proposed 2025 Street Maintenance Program in an amount not to exceed a total cost of \$7,800.00, 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 4th day of November 2024.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 4th day of November 2024**

JOSEPH MARCHESE, 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

October 8, 2024

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
2025 Road Program-Cores

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 2025 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 2025 Road Program will consist of resurfacing for the following streets:

PROPOSED 2025 ROAD PROGRAM			
STREET	SUBDIVISION/LIMITS	LENGTH	CORES
IRIS ROAD	CREST ROAD - HIGH ROAD	1240	0
ELEANOR PLACE	74TH STREET - ELM STREET	440	0
74TH PLACE	ROUTE 83 - ELEANOR PLACE	1000	0
HIGH RIDGE COURT	RICHMOND AVENUE – CUL-DE-SAC	652	1
RICHMOND AVENUE	67TH STREET - NORTH LIMIT	629	1
TRENTON LANE	67TH STREET - ALBANY LANE	530	0
ALBANY LANE	TRENTON LANE - RICHMOND AVENUE	350	0
BENTLEY AVENUE	72ND STREET - 69TH STREET	1860	0

MAPLE LANE	CLARENDON HILLS ROAD - RICHMOND AVENUE	2840	0
MAPLE LANE CUL-DE-SAC 1	MAPLE LANE CUL-DE-SAC - LIMIT	160	0
MAPLE LANE CUL-DE-SAC 2	MAPLE LANE CUL-DE-SAC - LIMIT	160	0
COUNTRY LANE	PLAINFIELD ROAD - 75TH STREET	1200	2
CONCORD PLACE	CASS AVENUE - EAST LIMIT	600	1
CHALET DRIVE	CONCORD PLACE - CONCORD PLACE	600	1
BAYBERRY LANE	EXNER ROAD - CUL-DE-SAC	1200	0
WALDEN LANE	71ST STREET - EXNER ROAD	1320	2
DROVER LANE	BURGESS LANE - PARKVIEW DRIVE	4000	0
BREWER ROAD	GRANDVIEW LANE - ALDEN LANE	2160	4
ALILSWORTH DRIVE	BELLER DRIVE - CUL-DE-SAC	1420	0
AILSWORTH COURT	AILSWORTH DRIVE - CUL-DE-SAC	600	0
CREEKSIDE LANE	KEARNEY ROAD - CUL-DE-SAC	2700	5
KENTWOOD COURT	CREEKSIDE LANE - CUL-DE-SAC	650	0
ALTERNATE 1: 1,500 SQUARE FEET OF PATCHING		N/A	0
7550 LYMAN AVENUE-ALT 2	DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT	N/A	1
8687 LEMONT ROAD- ALT 3	DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT	N/A	1
		Total	19

*Streets with no proposed pavement cores already have past pavement core data.

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 polymerized hot-mix asphalt binder course, 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).

The total length of streets to be resurfaced for the project is approximately 26,311 feet (4.98 miles) for base bid.

It is our understanding that the City's intent is to utilize Local funds for the pavement cores/geotechnical report.

SCOPE OF SERVICES

Task 1 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include pavement cores (approximately 19 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 2025 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.

ESTIMATE OF FEE

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

Task 1	Geotechnical Investigation	\$ 6,800
Task 2	Evaluation of Geotechnical Report	\$ 1,000
	TOTAL	\$ 7,800

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,



Michael E. Kerr, PE
President

Encl. 2024 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: _____

LMF/mjj
N:\PROPOSALS\ADMIN\2023\Darien 2024 Road Program-Cores.REVISED110323.doc

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	Charges*
	(\$/Hr)
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

These rates are in effect until December 31, 2024, at which time they will be subject to change.

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 & 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.

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

A [resolution](#) authorizing to purchase and deploy a web-based permitting software, for the Community Development Department-Building and Permitting and Planning and Zoning service platforms, with OpenGov, Inc., in an amount not to exceed \$32,069.25.

BACKGROUND/HISTORY

Through the Community Development Department, the City's building and public works permitting and licensing process is handled in person and done through a series of non-electronic form based reviews and payment steps. The Planning and Zoning encompasses; Variations, Special Uses along with general zoning land uses. Staff began researching software solutions in 2023 to provide an automated system that would streamline processes for residents, businesses, outside review agencies and internal staff through a web-based cloud flow process. In 2023, the City integrated the Business License and Code Enforcement cloud platform with OpenGov, Inc.

The new software platform for the Community Development Department-Building and Permitting and Planning and Zoning would be based on an address system for all properties. Highlights regarding the software are below.

- Public Portal - A simple to use public-facing portal for residents, businesses, and contractors through a login would have access to all tools and status to improve tracking.
- Zoning-All zoning matters would be integrated into the platform allowing permits to be issued based on the uses allowed.
- Plan Reviews/Process automation – Ability to design workflows to improve processes electronically for intake of data and assigning tasks internally and externally.
- Inspection management – Ability to request dates online with inspectors, while inspectors can use mobile inspections to record results and photos directly to the system.
- Online Payment Collection – Ability for collecting fees for the various permit types

During the course of the last two years, paper files have been professionally scanned and entered into the Laserfiche System, a cloud base data management repository. Currently all Building Permit records are being scanned and would also be integrated into the OpenGov, Inc., permitting platform.

Staff is recommending to continue to partner with OpenGov, Inc., for the Building Permitting software. The contents of the software operate and is housed in the cloud, meaning that it's accessible anywhere there is internet connectivity. Staff will not be required to maintain any infrastructure to provide service to the community. This will allow staff from multiple departments and authorized consultants from outside agencies to utilize a common software within the same platform to electronically integrate review comments, recommendations and fees for applicants to obtain permits and to further process payments on-line.

The interactive system will allow for building permits and applications to be scanned into the platform if processed through a walk in, or electronically, if submitted via online. OpenGov, Inc.,

Building Permitting and Zoning will provide an enhanced customer service through an online customer service portal that will educate applicants of the process and routing. After submission of applications, applicants will be able to track progress and communicate with City staff through the review and approval process as required. For those that are unable or not comfortable with online submission, City Staff will be able to enter documents for our citizens, as is occurring now.

OpenGov, Inc., is a cloud-based service, it has a different pricing model than most other City software. The benefits of this are that OpenGov, Inc., maintains the platform for software updates and security fixes, as well as providing the hardware and infrastructure to deliver the service.

The first year's expense is \$26,200, for the OpenGov, Inc., platform software with professional services and setup. The project also includes integrating the current building and public works files being scanned through Laserfische into the software at \$5,869.25, for a total cost, year one, \$32,069.25. The reoccurring annual cost for 2025-26 will be \$27,156 and for 2026-27, \$28,513.80, see [Attachment A](#). Attached as [Attachment B](#) is a Project Plan Summary (9 pages).

OpenGov, Inc., will build out record types of City workflows and public portals: for Building and Permitting and Zoning and Public Works. City staff would be involved in this initial buildout, and after deployment the City would have a dedicated OpenGov Customer Success Manager for training and continuing support and is included in the annual software cost.

The FY24/25 Budget includes funds for the software platform and implementation. OpenGov, Inc., is an awarded vendor through the National Association of State Procurement Officials, NASPO, for a cooperative purchasing program facilitating public procurement solicitations and agreements. See [Attachment C](#).

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24-25 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-20-4325	OpenGov Software	\$35,000.00	\$32,069.25	\$2,930.75

STAFF RECOMMENDATION

A resolution authorizing to purchase and deploy a web-based based Permitting Software, for the Community Development Department-Building and Permitting and Planning and Zoning service platforms, with OpenGov, Inc., in an amount not to exceed \$32,069.25.

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

This item will be on the November 4, 2024 City Council agenda for formal consideration.



Powering More Effective and Accountable Government

OpenGov Cloud



A nice place to live.

Implementation Overview @ City of Darien, IL

Key Deliverables: *Please refer to Statement of Work for complete overview*

Record Types: *Includes application form conversion, permit workflow, user permissions, fee schedules, output document creation, required attachments, renewals (if applicable). OpenGov will build the listed Record Types for the City.*

- **Service Area: 2 Service Areas**
 - Building Permits & Inspectional Services
 - Planning & Zoning
- **Record Types:**
 - Commercial Building Permit
 - Residential Building Permit
 - Minor Subdivision Permit
 - Variance Permit
 - Special Use Permit
 - Temporary Use Permit

Integrations

- Document Management Interface

Training:

- Admin/Configuration Training
- End User Training

Total Hours = 131

OpenGov Proposal | The City of Darien, IL

Building Permits & Inspections + Planning & Zoning Add Ons

Annual Software Subscription, Professional Services Implementation, Ongoing Support & Maintenance for OpenGov Permitting & Licensing. All Future Software Enhancements, Fixes, Updates included.

OpenGov Proposal: City of Darien, IL					
	Subscription Year	Months	Software	Professional Services	Total
A	February 1, 2025 - April 30, 2025	3	\$5,869.25	\$26,200	\$32,069.00
B	May 1, 2025 - April 30, 2026	12	\$27,156.00	\$0	\$27,156.00
C	May 1, 2026 - April 30, 2027	12	\$28,513.80	\$0	\$28,513.80

Standard Terms: NET 30, Billed Annually - In Advance

OpenGov Pricing Includes:

- Service Areas: Building Permits & Inspectional Services
- Unlimited users, data storage, volume of permits and inspections across the City
- Mobile App

Professional Services = 131 hours @ \$200/hour



Statement of Work

City of Darien, IL

Creation Date: 10/17/2024
SoW Expiration Date: 12/31/2024
Document Number: PS-05372.3
Created by: Dean Simpson

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OpenGov Statement of Work

This Statement of Work (“SOW”) identifies services that OpenGov will perform for City of Darien, IL (“Customer”) pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The [OpenGov Responsibilities](#) section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Section 4 Project Scope will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in [“Exhibit 1”](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the [“OpenGov Responsibilities”](#) section below. Deviations that arise during the project will be managed through the procedure described in [Exhibit 1](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the [Change Order Process](#) and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in [Exhibit 1](#).

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in [Exhibit 1](#).

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in [Exhibit 1](#).

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the [Change Order Process](#) with the Customer's Project Manager.

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8 . Customer Responsibilities

8.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

8.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

8.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

9. Customer's Project Manager

9.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

9.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

9.3. Identify and assign Subject Matter Experts (SME).

9.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

9.5. Participate in project status meetings.

- 9.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.
- 9.7. Resolve deviations from the estimated schedule.
- 9.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.
- 9.9. Administer the [Change Order Process](#) with the Project Manager, if applicable.

10. Acceptance Procedure

- 10.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
- 10.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.
- 10.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- 10.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.
- 10.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.
- 10.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.
- 10.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

11. Estimated Schedule

- 11.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will

work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

11.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

12. Estimated Project Timeline

12.1. The estimated project timeline is three (3) months from project kick off. The project plan will be agreed upon by the OpenGov and Customer Project Manager.

13. Change Order Process

13.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

13.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

13.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Record Types Deliverables

OpenGov will configure the following standard record type, including sub-type, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area

Two (2) record types from the following list:

- Residential Building Permit
- Commercial Building Permit

Planning and Zoning Service Area

Four (4) record types from the following list:

- Minor Subdivision Permit
- Variance Permit
- Special Use Permit
- Temporary Use Permit

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Administrator Training

OpenGov will:

- Provide up to twenty (20) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms
 - Editing Documents
 - Creating Workflows
 - Setting up Inspections

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to four (4) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:

- Navigation of the system
- Manage inbox and tasks
- Take payments
- Conduct inspections
- Create records

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Document Management Access

OpenGov will:

- Provide the ability for Customer to export from OpenGov and import into a third-party document management system including: listing of file names and file paths of all submitted forms, issued documents, record attachments, and record and location metadata.

Customer will:

- Import data into the third-party system

Completion Criteria

- Customer sign-off that the Document Management Access has been provided.

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026
 Lead by the State of Utah

Master Agreement #: AR2472

Contractor: **CARASOFT TECHNOLOGY CORPORATION**

Participating Entity: **STATE OF ILLINOIS**

The following products or services are included in this contract portfolio:

- *All products and accessories, except consulting/advisory services, statement of work services, and partner services, listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers *Cloud Solutions* lead by the State of *Utah* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Officer for General Services.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all governmental units and qualified not-for profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the State of Illinois Chief Procurement Officer for General Services.
3. **Access to Cloud Solutions Services Requires State CIO Approval:** Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bethany Blackwell
Address:	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
Telephone:	703-230-7435
Fax:	703-871-8505
Email:	NASPO@carahsoft.com

Participating Entity

Name:	Michelle Casey
Address:	401 S. Spring Street, Room 712, Springfield, IL 62706
Telephone:	217-494-5577
Email:	CPO. UPP@illinois.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

The Parties to this Participating Addendum are the State of Illinois acting through the undersigned Agency (collectively the State) and the Contractor. This Participating Addendum, consisting of the signature page and numbered sections listed above and below and any attachments referenced in this Participating Addendum, constitute the entire agreement between the Parties concerning the subject matter of the Participating Addendum, and in signing the Participating Addendum, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Participating Addendum. This Participating Addendum supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the agreement. This Participating Addendum, Standard Certifications, and Financial Disclosures and Conflicts of Interest will prevail in the event of a conflict between this Participating Addendum and Master Contract AR 2472. This Participating Addendum can be signed in multiple counterparts upon agreement of the Parties.

Participating Addendum uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

5.1 DEFINITIONS:

5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.1.2 "Consulting services" means services provided by Contractor to advise and assist a governmental unit in solving specific management or programmatic problems involving the organization, planning, direction, control or operations of a governmental unit. The services may or may not rise to the level of professional and artistic as defined in the Illinois Procurement Code or the Standard Procurement Rules for the Chief Procurement Officer for General Services.

- 5.1.3 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax or any other public entity created by statute.
- 5.1.4 "Partner services" means a relationship that extends beyond monetary considerations, including but not limited to integration of another company's products or services into Contractor's products or services or the agreement to support a common standard or protocol.
- 5.1.5 "Purchase order" means the written request by a governmental unit or qualified not-for-profit agency for the personal property, supplies or services subject to this Participating Addendum. Purchase orders shall contain the scope of work, which includes the Service Level Agreement as defined in Master Agreement AR2472, data categorization, delivery, and invoice information. All terms and conditions in this Participating Addendum apply with full force and effect to all Purchase Orders unless the governmental unit or qualified not-for-profit agency making the Purchase Order specifically seeks exemption or replacement of those terms in its Purchase Order. All Purchase Orders made by governmental units under the authority of the Chief Procurement Officer incorporate with full force and effect all the terms and conditions in this Participating Addendum.
- 5.1.6 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.
- 5.1.7 "Statement of work services" means unsolicited solutions provided by Contractor for needs not identified by the governmental unit.

5.2 JOINT AND COOPERATIVE PURCHASING

- 5.2.1 The personal property, supplies or services subject to this Participating Addendum shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.2.2 Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the NASPO ValuePoint Master Agreement AR2472 for the items in this Participating Addendum to all authorized governmental units and qualified not-for-profit agencies. The personal property, supplies or services subject to this Participating Addendum shall be distributed or rendered directly to each governmental unit or qualified-not-for-profit agency. Contractor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the personal property, supplies or services purchased. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct. Disputes between Contractor and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.3 SUBCONTRACTORS:

- 5.3.1 All contactors, dealers, and resellers authorized in the State of Illinois as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement AR2472. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- 5.3.2 For purposes of this subsection, subcontractors are those specifically hired to perform all or part of the work covered by this Participating Addendum. If subcontractors will be utilized, Contractor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Participating Addendum, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Participating Addendum. Attach additional sheets as necessary.
- 5.3.3 Will subcontractors be utilized? Yes No
- Subcontractor Name: To be determined
 - Amount to be paid: To be determined
 - Address: To be determined
 - Description of work: To be determined
- 5.3.4 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 5.3.5 If the annual value of any the subcontracts is more than \$50,000, then the Contractor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 5.3.6 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Contractor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Contractor must also provide a completed Forms B for the subcontractor.
- 5.3.7 If at any time during the term of the Participating Addendum, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Participating Addendum. Any subcontracts entered into prior to award of the Participating Addendum are done at the Contractor's and subcontractor's risk.

5.4 WHERE SERVICES ARE TO BE PERFORMED:

Contractor will perform all material services under this contract in the United States. From time to time and in the ordinary course of its general business operations, Contractor may

provide services incidental to performance of this contract from locations outside the US. Contractor will provide further information on this on request. These services are not unique to this contract and are not separately priced under this contract.

5.5 PRICING

5.5.1 **Type of Pricing:** The Illinois Office of the Comptroller requires the State to indicate whether the Participating Addendum value is firm or estimated at the time it is submitted for obligation. The total value of this Participating Addendum is estimated.

5.5.2 **Expenses Allowed:** Expenses are allowed as provided in Master Agreement AR2472.

5.5.3 **Discount:** The State may receive a 0 % discount for payment within N/A days of receipt of correct invoice.

5.5.4 **Contractor's Pricing:** Attach additional pages if necessary.

5.5.4.1 **Contractor's Price for the Initial Term:** See the pricing in Master Agreement AR 2472.

5.5.4.2 Intentionally omitted.

5.6 TERM AND TERMINATION

5.6.1 **TERM OF THIS CONTRACT:** This Participating Addendum, has an initial term of date of execution to September 15, 2026. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

5.6.1.1 In no event will the total term of the Participating Addendum, including the initial term, any renewal terms and any extensions, exceed 10 years.

5.6.1.2 Contractor shall not commence billable work in furtherance of the Participating Addendum prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

5.6.2 **INTENTIONALLY OMITTED**

5.6.3 **TERMINATION FOR CAUSE:** The State may terminate this Participating Addendum, in whole or in part, immediately upon notice to the Contractor if: (a) the State determines that the actions or inactions of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Contractor has notified the State that it is unable or unwilling to perform the participating addendum.

5.6.3.1 If Contractor fails to perform to the State's satisfaction any material requirement of this Participating Addendum, is in violation of a material provision of this Participating Addendum, or the State determines that

the Contractor lacks the financial resources to perform the Participating Addendum, the State shall provide written notice to the Contractor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Participating Addendum or (b) enforce the terms and conditions of the Participating Addendum.

5.6.3.2 For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

5.6.4 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days' prior written notice to Contractor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor.

5.6.4.1 The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

5.7 **AVAILABILITY OF APPROPRIATION:** This Participating Addendum is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Participating Addendum, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5.8 **REPORTING:** Pursuant to Section 42 of Master Agreement AR2500, Contractor shall provide quarterly reports. Contractor shall provide Illinois specific quarterly usage reports until the expiration of the term. The reporting period and submission due date shall be on the following schedule:

Fiscal Year Quarter 1	July-September due October 31
Fiscal Year Quarter 2	October-December due January 31
Fiscal Year Quarter 3	January-March due April 30
Fiscal Year Quarter 4	April-June due July 31

5.9 **ELECTRONIC PROCUREMENT:**

- 5.9.1 The State of Illinois's eProcurement system, BidBuy, allows for the upload of multiple services and supplies. Contractor must complete and submit the file provided by the State within 30 days of receipt.
- 5.9.2 All Purchase Orders for agencies subject to the jurisdiction of the Chief Procurement Officer shall be made in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.
- 5.9.3 Contractor shall not accept any Purchase Order from an agency subject to the jurisdiction of the Chief Procurement Officer if the Purchase Order is not made in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.
- 5.9.4 Within 30 days of notification from the Chief Procurement Officer, Contractor shall not accept any Purchase Order from a governmental unit or qualified not-for-profit agency who is not subject to the jurisdiction of the Chief Procurement Officer unless the Purchase Order is made in the State's electronic procurement system.

5.10 STANDARD BUSINESS TERMS AND CONDITIONS

5.10.1 PAYMENT TERMS AND CONDITIONS:

- 5.10.1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices shall have no force and effect.
- 5.10.1.2 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Participating Addendum by the Parties even if the effective date of the Participating Addendum is prior to execution.
- 5.10.1.3 **Prevailing Wage:** As a condition of receiving payment Contractor must (i) be in compliance with the Participating Addendum, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 5.10.1.4 **Federal Funding:** A purchase order may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the

percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the contract.

- 5.10.1.5 Invoicing: By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the Participating Addendum and Master Agreement AR 2472, and the amount billed and expenses incurred are as allowed in Master Agreement AR2472. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 5.10.1.6 Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Contractor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 5.10.1.7 Contractor shall invoice at the completion of the purchase unless invoicing is tied in the purchase order to milestones, deliverables, or other invoicing requirements agreed to in the purchase order.
 - 5.10.1.8 Vendor shall bill each governmental unit separately for its actual share of the costs of the personal property, supplies or services purchased. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between vendors and governmental units shall be resolved between the affected parties.
- 5.10.2 **ASSIGNMENT:** This Participating Addendum may not be assigned, transferred in whole or in part by Contractor without the prior written consent of the State.
- 5.10.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Participating Addendum. Contractor must receive prior written approval from the Primary Contact before use of any subcontractors in the performance of this Participating Addendum. Contractor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Contractor in the performance of this Participating Addendum, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Participating Addendum. If required, Contractor shall provide a copy of any subcontracts within 15 days after execution of this Participating Addendum. All subcontracts must include the same certifications that Contractor must make as a condition of this Participating Addendum. Contractor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Participating Addendum, Contractor adds or changes any subcontractors, then Contractor must promptly notify, by written amendment to the Participating Addendum, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each

new or replaced subcontractor will receive pursuant to the Participating Addendum.

- 5.10.4 **AUDIT/RETENTION OF RECORDS:** Contractor and its subcontractors shall maintain books and records relating to the performance of the Participating Addendum or subcontract and necessary to support amounts charged to the State pursuant the Participating Addendum or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the Participating Addendum or completion of the Participating Addendum, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay Participating Addendum or Purchase Order costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records. 30 ILCS 500/20-65.
- 5.10.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Contractor's performance of this Participating Addendum. Contractor shall continue to perform its obligations while any dispute concerning the Participating Addendum is being resolved unless otherwise directed by the State.
- 5.10.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 5.10.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Participating Addendum without penalty if performance does not resume within 30 days of the declaration.
- 5.10.8 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this Participating Addendum may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Participating Addendum. Contractor shall presume all information received from the State or to which it gains access pursuant to this Participating Addendum is confidential. Contractor information, unless clearly marked as confidential and exempt from disclosure

under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Participating Addendum shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Participating Addendum or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Participating Addendum, in whatever form it is maintained, promptly at the end of the Participating Addendum, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

5.10.9 SECURITY REQUIREMENT FOR INFORMATION AND SYSTEMS. Contractor must ensure the following requirements are understood and allocate sufficient project time and resources to address the security requirements:

5.10.9.1 An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vendor program and project management personnel must ensure the coordination of these activities with State of Illinois program and project management personnel.

5.10.9.2 If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards.
<https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx>.

5.10.9.3 Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 4, Security and Privacy Controls for Federal Systems and Organizations.
<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

- 5.10.9.4 Cloud solutions must adhere to recommendations of the Cloud Security Alliance. Vendors may find guidance and cross-referencing to the NIST 800-53, Revision 4 with the Cloud Security Alliance controls at <https://cloudsecurityalliance.org/download/cloud-controls-matrix-v3-0-1/>.
- 5.10.9.5 State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.
 - 5.10.9.5.1 Illinois Identity Protection Act (5 ILCS 179)
 - 5.10.9.5.2 Illinois Personal Information Protection Act (815 ILCS 530)
 - 5.10.9.5.3 The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)
 - 5.10.9.5.4 Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
 - 5.10.9.5.5 Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
 - 5.10.9.5.6 Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.
 - 5.10.9.5.7 Federal Internal Revenue Service (IRS) Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies September 2016.
 - 5.10.9.5.8 Federal Information Security Modernization Act of 2014 Amends the Federal Information Security Management Act of 2002 (FISMA).
 - 5.10.9.5.9 Gramm-Leach-Bliley Act (GLB Act or GLBA), also known as the Financial Modernization Act of 1999.
 - 5.10.9.5.10 Health Insurance Portability and Accountability Act (P.L. 104-191), August 1996.

- 5.10.9.5.11 National Institute of Standards and Technology (NIST) Special Publication 800-53 Revision 4 Security and Privacy Controls for Federal Information Systems and Organizations.
- 5.10.9.5.12 Payment Card Industry (PCI) Data Security Standard (DSS) Version 3.2.
- 5.10.9.6 Vendor must complete a business impact analysis (BIA) in compliance with guidelines of the Illinois Department of Innovation & Technology, Division of Information Security. Vendor must complete an Information System Contingency Plan and Critical Infrastructure Contingency Plan which addresses the contingency and recovery requirements identified as part of the BIA. Contingency and recovery plans must be approved by the Department of Innovation & Technology, Division of Information Security prior to any information system commencing production. Vendor must agree to an initial on-site inspection, and annual on-site inspections of disaster recovery facilities by the state or a third-party acquired by the state at the discretion of the state.
- 5.10.9.7 Vendor must agree and assist with the facilitation of authenticated information system vulnerability scans to be conducted by the state or a third-party acquired by the state at the discretion of the state. These vulnerability scans must be completed prior to information systems commencing production, and high-risk vulnerabilities must be addressed prior to systems going into production.
- 5.10.9.8 The State may require the submission of an appropriate Service Organization Controls Report dependent upon the data and business processes supported by the vendor provided system or services. <http://www.aicpa.org/Pages/default.aspx>AICPA
- 5.10.10 **USE AND OWNERSHIP:** All work performed or supplies created by Contractor under this Participating Addendum, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Contractor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Contractor may have to such work including any so-called "moral rights" in connection with the work. Contractor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Participating Addendum.
- 5.10.11 **INDEMNIFICATION AND LIABILITY:** The Contractor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys'

fees and expenses, arising out of: (a) any breach or violation by Contractor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Contractor's negligent performance; (c) any act, activity or omission of Contractor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 5.10.12 **INSURANCE:** Contractor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Contractor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.
- 5.10.13 **INDEPENDENT CONTRACTOR:** Contractor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 5.10.14 **SOLICITATION AND EMPLOYMENT:** Contractor shall not employ any person employed by the State during the term of this Participating Addendum to perform any work under this Participating Addendum. Contractor shall give notice immediately to the Agency's director if Contractor solicits or intends to solicit State employees to perform any work under this Participating Addendum.
- 5.10.15 **COMPLIANCE WITH THE LAW:** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Participating Addendum. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Participating Addendum.
- 5.10.16 **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Contractor's and subcontractor's officers, employees or agents who perform on-site services. Contractor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 5.10.17 **APPLICABLE LAW:** This Participating Addendum shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The

Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Participating Addendum must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any Participating Addendum dispute. The State of Illinois does not waive sovereign immunity by entering into this Participating Addendum. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).


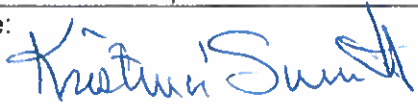
- 5.10.18 **ANTI-TRUST ASSIGNMENT:** If Contractor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Participating Addendum, then upon request of the Illinois Attorney General, Contractor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 5.10.19 **CONTRACTUAL AUTHORITY:** When the Chief Procurement Officer signs a Participating Addendum on behalf of the State of Illinois, governmental units or and qualified not-for-profit agency, only the Agency, governmental unit or qualified not-for-profit agency or qualified not-for-profit agency that places an order with the Contractor shall have any liability to Contractor for that order.
- 5.10.20 **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Participating Addendum using the Participating Addendum information following the signatures in the Participating Addendum or Purchase Order. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 5.10.21 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Participating Addendum officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 5.10.22 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Contractor shall meet to discuss performance or provide Participating Addendum performance updates to help ensure proper performance of the Participating Addendum. The State may consider Contractor's performance under this Participating Addendum and compliance with law and rule to determine whether to continue the Participating Addendum, suspend Contractor from doing future business with the State for a specified period of time, or to determine whether Contractor can be considered responsible on specific future contract opportunities.

- 5.10.23 FREEDOM OF INFORMATION ACT:** This Participating Addendum and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Participating Addendum or Master Agreement AR2472.
- 5.10.24 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 5.10.25 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 5.10.25.1** Contractor warrants that the supplies furnished under this Participating Addendum will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Contractor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Contractor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 5.10.25.2** Contractor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 5.10.25.3** Contractor warrants that all services will be performed to meet the requirements of the Participating Addendum in an efficient and effective manner by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Participating Addendum, who is disruptive or not respectful of others in the workplace, or who in any way violates the Participating Addendum or State policies.
- 5.10.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform the Participating Addendum.
- 5.10.27 EMPLOYMENT TAX CREDIT:** Contractors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact

the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
7. **Software Licensing:** Software subscription terms and software license terms and conditions shall be mutually agreed upon in writing by Contractor and the Chief Procurement Officer prior to use by executive branch governmental units.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity/ Procuring Agency: State of Illinois Chief Procurement Officer for General Services	Contractor: Carahsoft Technology Corporation
Street Address: 401 S. Spring Street, Room 712 Springfield, Illinois 62706	Street Address: 1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
City, State ZIP: Springfield, IL 62706	City, State ZIP: Reston, VA 20190
Signature: 	Signature: 
Name: Ellen H. Daley	Name: Kristina Smith
Title: Chief Procurement Officer for General Services	Title: Contracts Manager
Date: 6-15-18	Date: 06/15/2018

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 16NVP1
- Project Title: Cloud Solutions Cooperative Purchasing
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): RFP
- IPB Reference #: 22037768
- IPB Publication Date: 1/19/16
- Award Code: M(30 ILCS 525/3)
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Female Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING TO PURCHASE AND DEPLOY A WEB-BASED PERMITTING SOFTWARE, FOR THE COMMUNITY DEVELOPMENT DEPARTMENT-BUILDING AND PERMITTING AND PLANNING AND ZONING SERVICE PLATFORMS, WITH OPENGOV, INC., IN AN AMOUNT NOT TO EXCEED \$32,069.25

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 and deploy a web-based permitting software, for the Community Development Department-Building and Permitting and Planning and Zoning service platforms, with OpenGov, Inc., in an amount not to exceed \$32,069.25, 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 4th day of November, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q0173167
Created On: 10/22/2024
Order Form Expiration: 11/15/2024
Subscription Start Date: 2/1/2025
Subscription End Date: 4/30/2027

Prepared By: Kelly Ammons
Email: salesops@opengov.com
Contract Term: Prorated + 24 Months

Customer Information			
Customer:	City of Darien, IL	Contact Name:	Daniel Gombac
Bill To/Ship To:	1702 Plainfield Rd Darien, Illinois 60561-5044 United States	Email:	dgombac@darienil.gov

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
A Permitting & Licensing: Building Permits and Inspectional Services, Planning & Zoning <i>Document Management Interface</i>	2/1/2025	4/30/2025	\$5,869.25
B Permitting & Licensing: Building Permits and Inspectional Services, Planning & Zoning <i>Document Management Interface</i>	5/1/2025	4/30/2026	\$27,156.00
C Permitting & Licensing: Building Permits and Inspectional Services, Planning & Zoning <i>Document Management Interface</i>	5/1/2026	4/30/2027	\$28,513.80
Annual Subscription Total:			See Service Terms

PROFESSIONAL SERVICES:

Product / Service	Amount
OpenGov Deployment — One Time Fee (Prepaid Hours) Product configuration, setup, and training described in the attached SOW.	
Professional Services Total:	
\$26,200.00	

Service Terms

Service Date:	Amount:	
A February 1, 2025	\$32,069.25	<i>(Prorated Software Fee + Professional Services)</i>
B May 1, 2025	\$27,156.00	<i>(Annual Software Fee)</i>
C May 1, 2026	\$28,513.80	

Order Form Legal Terms

This Order Form incorporates the OpenGov Software Services Agreement ("SSA") signed **June 12, 2023**. The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, SSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Darien, IL

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the purchase of Beet Heet liquid deicer product from K-Tech Specialty Coatings, Inc., at the proposed unit prices in an amount not to exceed \$62,000.00

BACKGROUND/HISTORY

Included within the FY24/25 Budget are liquid rock salt additives commonly known as deicing products for roadways. There are two distinct snow and ice control strategies that make use of chemical freezing point effective: de-icing and anti-icing. Deicing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize deicer usage, and reduce the potential for impact on properties and the environment.

Increased safety

Applying ice-melting chemicals before or at the start of freezing precipitation prevents formation of bonded ice on pavement, which can help ensure safe passage for pedestrians and motorists from the outset of a storm.

Labor and cost savings

Pretreating pavement surfaces with ice melter can provide significant labor and cost-saving benefits. Anti-icing treatment before a storm can often eliminate the need to remove light accumulations and can make removal of heavy snow and ice faster and easier. The residual ice-melting effect of these treatments can reduce the need for subsequent deicing applications after plowing.

Material selection

Material selection depends on many factors, including available equipment, pavement temperatures, and current and expected weather conditions. Anti-icing is a proven way to provide safer conditions for motorists and pedestrians starting at the very outset of a winter storm event. It is also a practical way to help minimize rock salt use, reduce labor and cost, and minimize the impact on properties and the environment before, during and after a storm. It is an effective and practical strategy for municipalities whenever they have advance warning that a storm is on the way.

Staff has implemented the use of these products during the course of the prior 4 years and continues to review additives as they become available for potential further implementation. Staff also conducts annual reviews with the adjacent municipalities for products, use, comparison evaluations along with feedback. Attached as [Attachment A](#), for reference is a fact sheet regarding the Beet Heet.

K-Tech Specialty Coatings, Inc., is the exclusive proprietary distributor for this product thus, no additional quotes were obtained. See [Attachment B](#). The past years, the City has successfully used this product.

The FY24/25 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24/25 BUDGET	EXPENDITURE	BALANCE
01-30-4257	Supplies-Other Anti-Icing/De-Icing	\$ 62,000	\$62,000	\$0

STAFF RECOMMENDATION

Staff recommends approval of this resolution authorizing the purchase of Beet Heet liquid deicer and anti-icing product from K-Tech Specialty Coatings, Inc., at the proposed unit prices in an amount not to exceed \$62,000.00

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda for formal consideration.

BEET HEET[®]

What You Need To Know About BEET HEET[®] (BH)

- BH is **NOT** “beet juice”. It won’t plug strainers or fill tanks with sludge.
- BH contains **more total active ingredient** than any deicer in North America.
- BH is “**ready**” **bio-degradable**. It’s safe for the environment.
- BH, when blended with brine 50/50, has a **biochemical oxygen demand** of **NOT DETECTABLE** at 39.2°F.
- BH has the ability to **reduce chloride emissions** more than any other liquid pre-wet in North America.

What You Need To Know About BEET HEET[®] Users

- Some of the **largest agencies** in North America use BH. 8 state DOTs will be using BH this winter.
- Some of the **most advanced agencies** in North America use BH. BH users have been awarded the national APWA *Excellence In Snow & Ice Control Award* 11 times in the last 15 years.
- Agencies in Wisconsin and Minnesota have deiced highways with BH treated rock salt at **-25°F**. Some anti-iced at **-15°F**.
- Agencies in or near Duluth, MN, International Falls, MN, Bismarck, ND and Fargo, ND have had **unparalleled success** with BH. In their own words, they’ve never seen a deicer perform like BH.

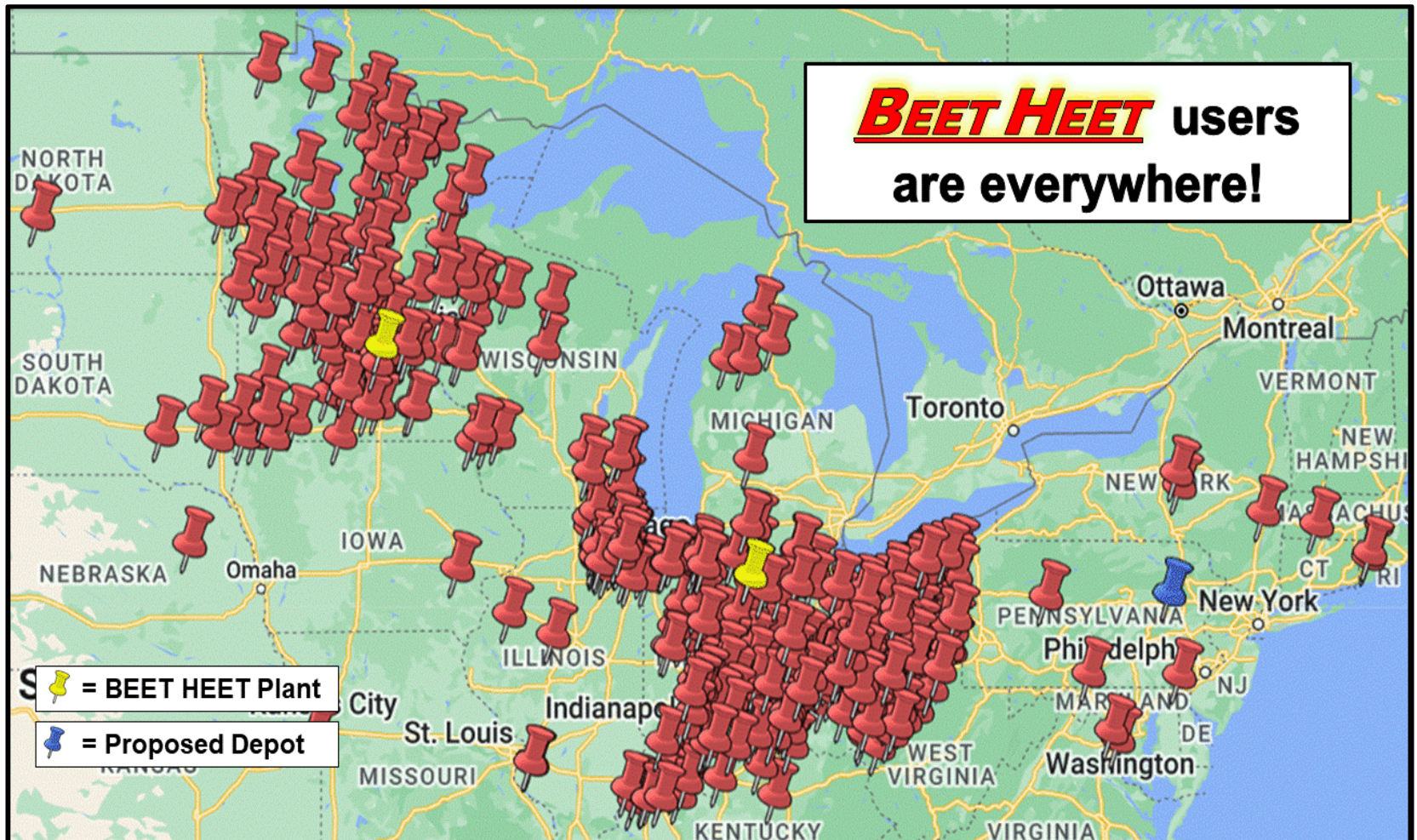
What You Need To Know About K-Tech

- K-Tech has the **quickest deliveries** in the industry, bar none.
- K-Tech has the most extensive collection of **deicer test data** in the industry. Would you like to know what’s in your current deicer?
- K-Tech has the most **comprehensive user’s guide** in the industry.
- K-Tech has the only **temperature driven blend and application rate guide** in the industry making transition to BH quick, easy and failsafe.

For more details, or to schedule a meeting or webinar, reply to: dpreston@ktechcoatings.com, for IL, IN, MI, OH, KY, PA and east.

480+ WHO'S USING 480+

LOCATIONS! ***BEET HEET***® LOCATIONS!



Hundreds of agencies in 15 states have transitioned away from 32% CaCl₂, “beet juice” and various “super-mix” deicers in favor of ***BEET HEET***. In fact, ***BEET HEET*** users have won the National APWA *Excellence In Snow & Ice Control Award* 11 times in the last 15 years! What do all of these agencies see in ***BEET HEET***? Unparalleled performance! Unparalleled savings!

BEET HEET® User's Guide

K-Tech Specialty Coatings, Inc.

P.O. Box 428 Ashley, IN 46705 1-260-585-0332 dpreston@ktechcoatings.com
602 Prior Ave N St. Paul, MN 55104 1-260-615-5751 kkannenber@ktechcoatings.com

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1. Getting To Know BHC

A. What is BEET HEET Concentrate (BHC)?

BHC is a concentrated, corrosion inhibited, organically enhanced, liquid highway deicer.

B. What's in BHC?

1. Non-exothermic chlorides, in the form of sodium chloride (NaCl) and potassium chloride (KCl). Non-exothermic chlorides are good ice melters.
2. Exothermic chlorides, in the form of calcium chloride (CaCl₂) and magnesium chloride (MgCl₂). Exothermic chlorides are powerful ice melters with very low eutectic freeze points. Note: No MgCl₂ in the BHC MN St. Paul, MN formula.
3. Sugar, in the form of concentrated sugared sugar beet molasses.

C. What's different about BHC?

BHC contains sugar, a lot of sugar and here's why. Sugar:

1. Suppresses the freeze point of rock salt and brine
2. Lowers the effective working temperature of rock salt and brine
3. Increases the ice melt capacity of rock salt and brine
4. Reduces the corrosion value of rock salt and brine
5. Inhibits the formation of ice crystals in melted snow and ice
6. Slows down the refreeze rate of melted ice and snow
7. Strengthens and extends the anti-bonding characteristics of rock salt and brine
8. Strengthens and extends the residual effect of rock salt and brine
9. Reduces rock salt's bounce and scatter loss much more than non-sugared deicers
10. Darkens rock salt and brine increasing their ability to absorb solar radiation (free heat)

D. Is BHC safer for the environment?

1. BHC has passed the rigorous testing standards of the Pacific Northwest Snowfighters/Clear Roads organization and is listed on the PNS Qualified Products List.
2. BHC is classified as "ready" biodegradable in just 8 days, 99% biodegradable in 28 days.
3. BHC has a Biological Oxygen Demand (BOD) of 0 (zero) at 38°F.
4. Boost & Reduce Effect - BHC substantially boosts the performance of rock salt and brine, allowing users to substantially reduce rock salt and brine application rates while maintaining the same level of service. A 64% increase in the ice melt performance of basic rock salt would allow a 39% decrease in application rate while maintaining the same level of service. 39% less rock salt = 39% less chloride emissions.

2. Handling BHC

A. Storing BHC

1. Store BHC in storage tanks that are clean and free of non-BHC deicers.
2. Recirculate BHC once every 30 days. Recirculation must be from bottom to top of tank.
3. BHC and BHC/NaCl brine blends have an indefinite shelf life when properly stored.
4. Equipment used to apply BHC must be thoroughly rinsed and flushed at season's end.

B. Blending BHC

1. BHC is a true concentrated deicer. When used as a rock salt pre-wetting agent, direct application anti-icer or direct application deicer, BHC should be cut/blended with 23.3% NaCl brine at a rate of 50% to 75% depending upon required service levels, weather conditions and application capabilities.
2. When blending BHC and NaCl brine, the heavier deicer (BHC) always goes on top of the lighter deicer (NaCl brine).
 - A. When bottom filling a blending tank, BHC should be added first with brine being added second, or underneath the BHC. Recirculate the solution until fully blended.
 - B. When top filling a blending tank, NaCl should be added first with BHC being added second, or on top of the NaCl brine. Recirculate the solution until fully blended.
3. BHC and NaCl brine can be blended onto trucks using the same protocols and then sloshing/mixing the solution together using a low speed stop and go driving maneuver.

C. Foam Free Blending & Loading

If foaming occurs, the cause is usually mechanical in nature. One or more of the following measures can eliminate the issue.

1. Bottom fill ALL storage, blending and truck tanks.
2. If bottom filling is not possible, eliminate freefalling and splashing by installing a rubber or plastic downspout inside the storage/blending tank. **See page 5 for downspout design.**
If top filling a truck tank with a hand nozzle, add a rubber or plastic extension onto the nozzle spout so that it extends deeper into the tank.
3. Fill pump size should not exceed 150 gallons per minute, especially is using a 2" fill hose.
4. Keep 90° elbows to a minimum and use sweeping elbows whenever possible.
5. Use smooth bore hoses, not ripple bore hoses.
6. Size the truck's fill line/hose and tank fill port according to the fill pump size. If the fill pump size is 2" the truck's fill line/hose and tank fill port should be 2".

7. Never start a fill pump before opening the fill line/hose valve.
8. Use 20 mesh (BEIGE) strainers. NEVER USE 40 mesh (BROWN) strainers.

3. Use Specific Blending & Application

YOUR AGENCY'S OPERATIONS POLICY SHOULD NOT READ, "Other additives are mixed with salt and brine when temperatures drop below 20°F". THIS POLICY FORFITS ALL 10 BHC BENEFITS AT ALL EVENTS ABOVE 20°F, WHICH MEANS YOU'LL NEED TO APPLY MUCH MORE MATERIAL, MUCH MORE THAN THE COST OF BHC. IF THE SINCERE GOAL IS TO MAXIMIZE SAVINGS, BHC MUST BE USED, EVEN AT 20°F TO 30°F.

A. Rock Salt Stockpile Treatment

1. When used as a rock salt stockpile treatment, 100% BHC should be used.
2. If the rock salt being treated is dry (<1.5% moisture content) BHC should be applied at a rate of 5 gal/ton.
3. If the rock salt being treated is wet (>1.5% moisture content) the BHC application rate will need to be reduced to about 4 gal/ton or less depending on moisture content.
4. Treating a 1 ton sample of rock salt and leaving it set overnight is a good way to judge if the salt is dry enough to hold 4 or 5 gallons of BHC.
5. The effective low working temperature of BHC stockpile treated rock salt is at least -12.5°F when applied at the proper application rate.
6. See page 6 for Rock Salt Stockpile Treatment application rates.

B. Rock Salt Pre-wetting

1. **IMPORTANT** - The performance of pre-wetted rock salt is only as good as the pre-wetting agent used **AND** the proficiency of the pre-wet system coating the salt. We highly recommend following your salt spreaders and collecting and examining samples of the salt being dispensed. If only 40% of the granules collected have a brownish coating on them, the benefits of pre-wetting your salt are diminished by 60%. If this is the case, action must be taken to ensure that 100% of the salt is being evenly and sufficiently coated.
2. Pre-wetting salt in the auger box appears to provide better overall performance. This is due to the salt being more evenly and sufficiently coated.
3. Pre-wetting salt at the spinner can be as effective, but **not with only one spray nozzle**. In fact, two spray nozzles may not be sufficient if not positioned in such a way to sufficiently coat 100% of the salt. Agencies that add nozzles and/or relocate nozzles for better coverage always see a dramatic increase in the performance of their pre-wetted salt.

4. When used as a rock salt pre-wetting agent, 100% BHC provides excellent performance when added to salt at a rate of 5 to 7 gal/ton. However, if you have the capability of pre-wetting salt at 10 gal/ton or more, BHC should be cut/blended with 23.3% NaCl brine at a rate of 50% to 75% and added to rock salt at 10 to 20 gal/ton. This practice provides even better overall performance than pre-wetting with 100% BHC at 5 to 7 gal/ton.
5. The effective low working temperature of rock salt treated with a 50/50 BHC/NaCl Brine pre-wet is -22.5°F when applied at the proper application rate.
6. See page 6 for Rock Salt Pre-Wetting Blend and Application Rates.

C. Direct Application Anti-Icing

1. When used as a direct application anti-icer, BHC must be cut/blended with 23.3% NaCl brine by 50% to 75%.
2. The effective low working temperature of a 50/50 BHC/NaCl Brine direct application anti-icer is -12.5°F when applied at the proper application rate.
3. See page 7 for Direct Application Anti-Icing Blend and Application Rates.

D. Direct Application Deicing

1. When used as a direct application deicer, BHC must be cut/blended with 23.3% NaCl brine by 50% to 75%.
2. The effective low working temperature of a 50/50 BHC/NaCl Brine direct application deicer is -12.5°F when applied at the proper application rate.
3. See page 7 for Direct Application Deicing Blend and Application Rates.

4. Application Recommendations Explained

A. Blend and Application Rate Recommendations Explained

1. The following temperature driven blend and application rates were established using data retrieved from a deicer survey K-Tech conducted with BEET HEET (BH) users at the conclusion of the 2017-2018 season.
2. These blend and application rates are reliable starting points, not fixed values.
3. Any agency considering these blend and application rates must adjust them according to their own geographic location, type of terrain, traffic volume, desired service level, weather conditions and numerous other factors.
4. When it comes to pre-wetted rock salt, if the deicer blend and application rates are followed and the rock salt is evenly and sufficiently coated, it's likely that the salt application rates can be adjusted downward.

5. Illustrations – Downspout, Strainer Size

The Cascading, Vortex Downspout Design



20 Mesh Strainer Size Is Required



Operator Cab Card

Suggested* Stockpile Treated Rock Salt Application Rates

Deicer Blend		100% BEET HEET Concentrate
Blend Ratio	% of BEET HEET Concentrate	100
	% of 23.3% NaCl Brine	0
Deicer application Rate (Gallons/Ton)		5
25°F ↑ Salt Application Rate (Pounds L/M)		200
25°F ↓ Salt Application Rate (Pounds L/M)		250
20°F ↓ Salt Application Rate (Pounds L/M)		275
15°F ↓ Salt Application Rate (Pounds L/M)		325
10°F ↓ Salt Application Rate (Pounds L/M)		350
5°F ↓ Salt Application Rate (Pounds L/M)		375
0°F ↓ Salt Application Rate (Pounds L/M)		425
The effective low working temperature of rock salt treated with 100% BHC in the stockpile is at least -12.5°F.†		
* These suggested application rates have been tried and proven effective by BEET HEET users. They are reliable starting points, not fixed values. Any agency considering these application rates must adjust them according to their own geographic location, type of terrain, traffic volume, desired service level, weather conditions and numerous other factors that are important for setting application rates that best fit the agency's needs. † Future surveys will confirm an effective low working temperature closer to -20.0°F.		

Operator Cab Card

Suggested* Salt Pre-Wetting Blend & Application Rates

Deicer Blend		BEET HEET Concentrate	BEET HEET Severe Super Severe	BEET HEET Moderate	BEET HEET Typical	BEET HEET 30/70	BEET HEET 25/75
Blend Ratio	% of BEET HEET Concentrate	100	50	40	33	30	25
	% of 23.3% NaCl Brine	0	50	60	67	70	75
Deicer application Rate (Gallons/Ton)		5	10	12.5	15	16.5	20
25°F ↑ Salt Application Rate (Pounds L/M)		200	200	200	200	200	200
25°F ↓ Salt Application Rate (Pounds L/M)		225	225	225	225	225	225
20°F ↓ Salt Application Rate (Pounds L/M)		250	250	250	250	250	250
15°F ↓ Salt Application Rate (Pounds L/M)		275	275	275	275	275	275
10°F ↓ Salt Application Rate (Pounds L/M)		300	300	300	300	300	300
5°F ↓ Salt Application Rate (Pounds L/M)		325	325	325	325	325	325
0°F ↓ Salt Application Rate (Pounds L/M)		350	350	350	350	350	350
The effective low working temperature of rock salt treated with a 50/50 BHC/NaCl brine pre-wet is -22.5°F.							
* These suggested blend and application rates have been tried and proven effective by BEET HEET users. They are reliable starting points, not fixed values. Any agency considering these blend and application rates must adjust them according to their own geographic location, type of terrain, traffic volume, desired service level, weather conditions and numerous other factors that are important for setting blend and application rates that best fit the agency's needs. NOTE: If the liquid deicer blend and application rates are followed and the salt is being evenly and sufficiently coated, it's likely that the rock salt application rates can be adjusted downward.							

Operator Cab Card

Suggested* Direct Application Liquid Anti-Icing Blend & Application Rates

Deicer Blend		BEET HEET Severe Super Severe	BEET HEET Moderate	BEET HEET Typical	BEET HEET 30/70	BEET HEET 25/75
Blend Ratio	% of BEET HEET Concentrate	50	40	33	30	25
	% of 23.3% NaCl Brine	50	60	67	70	75
25°F ↑ Anti-Icer Application Rate (Gallons/LM)		17.5	22.5	27.5	30	35
25°F ↓ Anti-Icer Application Rate (Gallons/LM)		20	25	30	32.5	40
20°F ↓ Anti-Icer Application Rate (Gallons/LM)		22.5	27.5	32.5	37.5	45
15°F ↓ Anti-Icer Application Rate (Gallons/LM)		25	30	37.5	40	47.5
10°F ↓ Anti-Icer Application Rate (Gallons/LM)		27.5	32.5	40	42.5	
5°F ↓ Anti-Icer Application Rate (Gallons/LM)		30	35	42.5	47.5	
0°F ↓ Anti-Icer Application Rate (Gallons/LM)		32.5	40	47.5		

The effective low working temperature of a 50/50 BHC/23.3% NaCl brine direct application anti-icer is -12.5°F.

* These suggested blend and application rates have been tried and proven effective by BEET HEET users. They are reliable starting points, not fixed values. Any agency considering these blend and application rates must adjust them according to their own geographic location, type of terrain, traffic volume, desired service level, weather conditions and numerous other factors that are important for setting blend and application rates that best fit the agency's needs. NOTE: If the liquid deicer blend rates are followed, it's likely that the direct application liquid anti-icer application rates can be adjusted downward.

Operator Cab Card

Suggested* Direct Application Liquid Deicing Blend & Application Rates

Deicer Blend		BEET HEET Severe Super Severe	BEET HEET Moderate	BEET HEET Typical	BEET HEET 30/70	BEET HEET 25/75
Blend Ratio	% of BEET HEET Concentrate	50	40	33	30	25
	% of 23.3% NaCl Brine	50	60	67	70	75
25°F ↑ Deicer Application Rate (Gallons/LM)		22.5	25	30	32.5	37.5
25°F ↓ Deicer Application Rate (Gallons/LM)		25	30	37.5	40	47.5
20°F ↓ Deicer Application Rate (Gallons/LM)		27.5	32.5	40	42.5	52.5
15°F ↓ Deicer Application Rate (Gallons/LM)		30	35	42.5	47.5	57.5
10°F ↓ Deicer Application Rate (Gallons/LM)		32.5	37.5	45	50	
5°F ↓ Deicer Application Rate (Gallons/LM)		35	40	50	52.5	
0°F ↓ Deicer Application Rate (Gallons/LM)		37.5	47.5	57.5		

The effective low working temperature of a 50/50 BHC/23.3% NaCl brine direct application deicer is -12.5°F.

* These suggested blend and application rates have been tried and proven effective by BEET HEET users. They are reliable starting points, not fixed values. Any agency considering these blend and application rates must adjust them according to their own geographic location, type of terrain, traffic volume, desired service level, weather conditions and numerous other factors that are important for setting blend and application rates that best fit the agency's needs. NOTE: If the liquid deicer blend rates are followed, it's likely that the direct application liquid deicer application rates can be adjusted downward.

MEMO



Date: 10-16-24

To: Kris Throm
Superintendent
Darien, City of
1041 S Frontage Rd
Darien, IL 60561
Office: (630) 514-3453
Email: kthrom@darienil.gov

From: Denver Preston
Sales Manager – Winter Products
K-Tech Specialty Coatings, Inc.
P.O.B. 428
Ashley, IN 46705
Office: (260) 587-3888
Fax: (260) 587-3889
Cell: (260) 585-0332
Email: dpreston@ktechcoatings.com

Re: Sole Source Proprietary Product

Mr. Throm:

BEET HEET[®] deicers are sole source products solely developed, manufactured and distributed by K-Tech Specialty Coatings, Inc.

Sincerely,

A handwritten signature in cursive script that reads 'Denver L. Preston'.

Denver L. Preston

P.O. Box 428 • ASHLEY, IN 46705 • 260-587-3888 • FAX 260-587-3889

DPRESTON@KTECHCOATINGS.COM



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF BEET HEET LIQUID DEICER PRODUCT FROM K-TECH SPECIALTY COATINGS, INC., AT THE PROPOSED UNIT PRICES IN AN AMOUNT NOT TO EXCEED \$62,000.00

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 purchase of Beet Heet liquid deicer product from K-Tech Specialty Coatings, Inc., at the proposed unit prices in an amount not to exceed \$62,000.00, a copy of which is attached hereto as "[Exhibit A](#)".

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 4th day of November 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

RES

K-TECH

SPECIALTY COATINGS, INC.

**Road Maintenance Specialist
High Performance De-Icers - Anti-Icers
Pre-Wetting Agents**

2024-2025 Price Quote

10/16/2024
Kris Throm
Superintendent
Darien, City of
1041 S Frontage Rd
Darien, IL 60561
630-514-3453
kthrom@darienil.gov
190

Notes: BEET HEET Concentrate is an intelligently designed deicer/salt pre-wetting agent. BEET HEET Concentrate contains the most active ingredient of any deicer in North America. That's why **BEET HEET Concentrate outperforms all other deicers in North America**. BEET HEET Concentrate is also the most environmentally friendly salt pre-wet in North America. Call, text or email for documentation and explanation.

Salesperson	Customer Name	Terms	Expiration
D. Preston	Darien, City of	Net 30	5/1/2025
Quantity	Product Description/Details	Delivered Price/Gal.	Line Total
(+/- 100 gal.)			
4,600	BEET HEET Concentrate - Best performing deicer in North America! Ready-to-Use salt stockpile treatment and/or admixture to 23.3% NaCl brine. K-Tech Full Load Pricing - Delivered	\$1.85	\$8,510.00
4,600	BEET HEET Super Severe (BHSS) - Ready-to-use anti-icer, deicer and pre-wetting agent. BHSS is a 50/50 blend of BEET HEET Concentrate & a CaCl ₂ /MgCl ₂ solution. BHSS is our hottest & best performing ready-to-use salt pre-wet agent, anti-icer/deicer. K-Tech Full Load Pricing	\$1.70	\$7,820.00
BEET HEET Concentrate contains much more active ingredient!			
• 93% more than 55% solids waste-stream beet juice deicers, on average.			
• 60.9% more than 23.3% sodium chloride brine			
• 14.0% more than 32% calcium chloride			
At 15°F, BEET HEET Concentrate treated salt melts much more ice!			
• 150.0% more than 23.3% sodium chloride treated rock salt			
• 43.9% more than 32% CaCl ₂ treated rock salt			
• 37.8% more than 55% solids beet juice treated rock salt			
Important Information			
50% OF FULL FREIGHT CHARGES APPLY IF ANY PRODUCT IS ORDERED AND DELIVERED BUT NOT TAKEN. Please don't order more product than you can take.		Subtotal	
ALL credit card purchases will be assessed a 4% credit card processing fee.		Sales Tax	
		Total	

K-Tech Specialty Coatings, Inc. P.O. Box 428 Ashley, IN 46705
Phone (260) 587-3888 Fax (260) 587-3889
Email dpreston@ktechcoatings.com Cell/Text (260) 585-0332
Website: ktechcoatings.com YouTube: ktechcoatings

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the purchase and installation of one Varitech 1,035 gallon tank for use on a 9-ton truck from Lindco Equipment Sales, in an amount not to exceed \$21,861.00

BACKGROUND/HISTORY

Included within the FY24/25 Budget is equipment as it relates to the enhancement of deicing roadways within the City. There are two distinct snow and ice control strategies that make use of chemical freezing-point effective: deicing and anti-icing. Deicing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize deicer usage, and reduce the potential for impact on properties and the environment.

Our pre-treatment initiatives for green roads have demonstrated notable success in breaking the ice bond and enhancing road safety during winter conditions. The increased efficiency of our plow trucks in effectively clearing snow-covered roads serves as a clear testament to this achievement. The expansion of our treatment capacity from 290 gallon tank to 1035 gallon tank before a weather event signifies a significant efficiency improvement, poised to considerably enhance our efficiency in preparing roads for winter weather. See [Attachment A](#).

Furthermore, the newly acquired unit's ability to function as a deicer during ice storms is a valuable asset. This feature not only adds flexibility to our operations but also amplifies our responsiveness when facing adverse weather conditions. As a result, it stands as an invaluable addition to our winter storm response toolkit.

Acknowledging the paramount importance of having the right equipment and tools to manage winter storms, we have successfully reduced the need for multiple rock salt applications to achieve our desired black roads result. This achievement underscores our organization's commitment to effectively addressing the challenges posed by winter weather, reflecting a proactive and responsible approach to ensuring public safety and road accessibility.

This equipment will be purchased through the Sourcewell Purchasing Cooperative, under contract #062222-VCM, see [Attachment B](#).

Increased safety

Applying ice-melting chemicals before or at the start of freezing precipitation prevents formation of bonded ice on pavement, which can help ensure safe passage for pedestrians and motorists from the outset of a storm.

Reduced deicer use

The U.S. Environmental Protection Agency (EPA) says effective pretreatments typically require less ice melt material, (rock salt) throughout the storm cycle compared to deicing after weather events, reducing costs as well as environmental impact.

Labor and cost savings

Pretreating pavement surfaces with ice melter can provide significant labor- and cost-saving benefits. Anti-icing treatment before a storm can often eliminate the need to remove light accumulations and can make removal of heavy snow and ice faster and easier. The residual ice-melting effect of these treatments can reduce the need for subsequent deicing applications after plowing.

Material selection

Material selection depends on many factors, including available equipment, pavement temperatures, and current and expected weather conditions. Anti-icing is a proven way to provide safer conditions for motorists and pedestrians starting at the very outset of a winter storm event. It's also a practical way to help minimize rock salt use, reduce labor and cost, and minimize the impact on properties and the environment before, during and after a storm. It's an effective and practical strategy for municipalities whenever they have advance warning that a storm is on the way.

The FY24/25 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24/25 BUDGET	EXPENDITURE	BALANCE
01-30-4815	Capital Purchases - Equipment	\$31,000	\$21,861	\$9,139

STAFF RECOMMENDATION

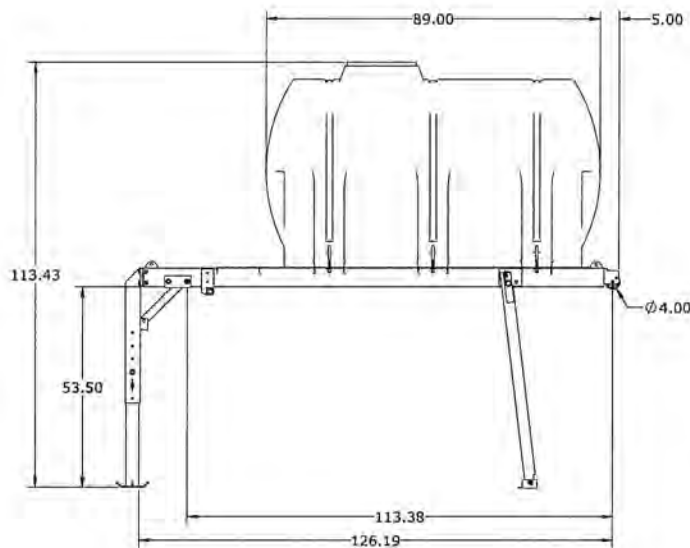
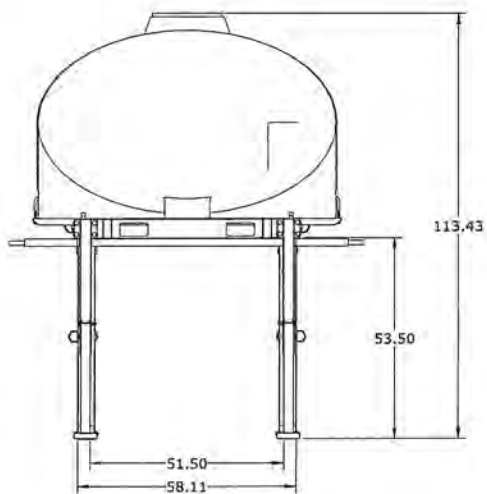
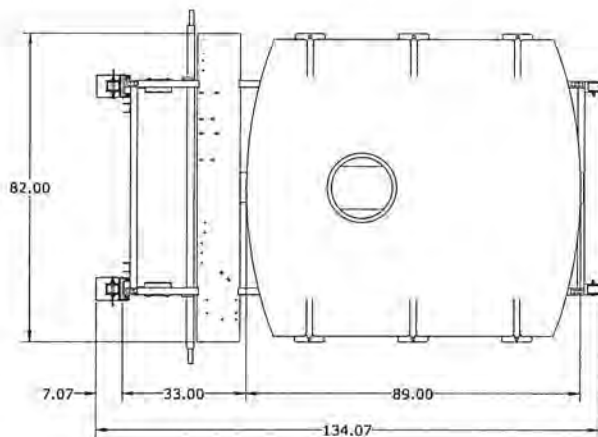
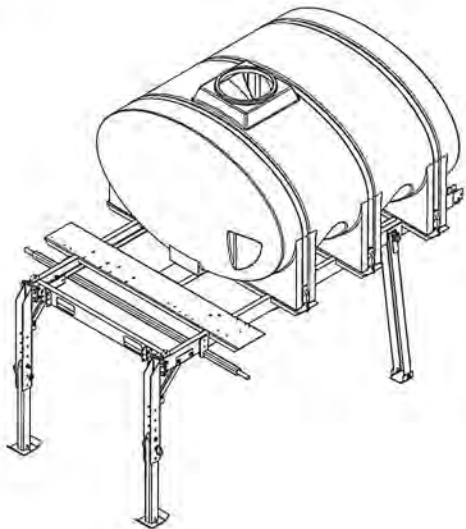
Approval of the resolution as presented.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the November 4, 2024, City Council agenda for formal consideration.

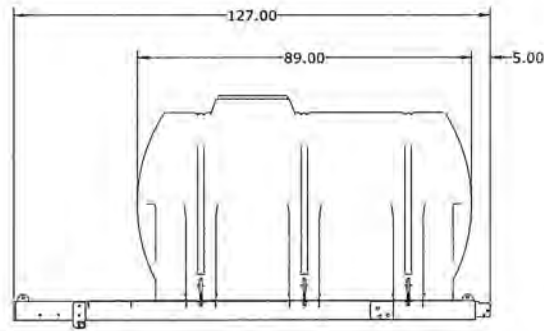
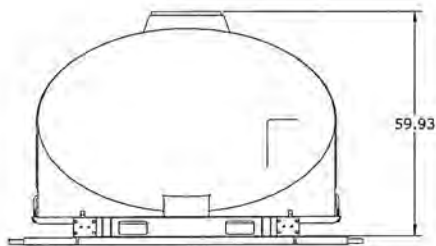
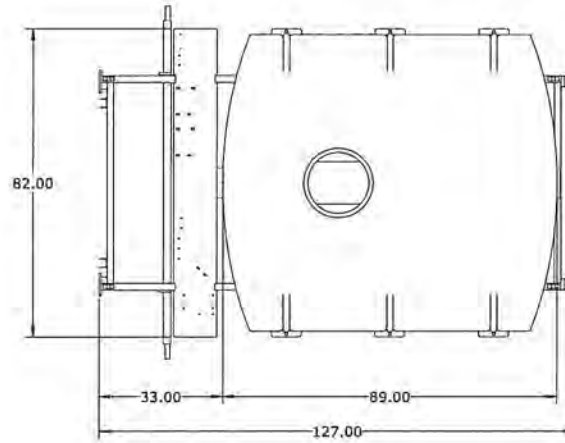
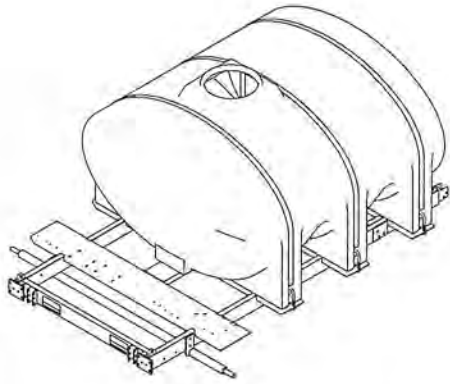


NOTES:
1. VIEWS SHOW OPTIONAL LET KIT.
2. AVAILABLE IN STAINLESS, GAVANIZED AND POWDER COAT OPTIONS.

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ITEM NUMBER 1110393	REV A
DESCRIPTION MANUAL, AT 1035 TANK AND FRAME LAYOUT	SHEET 1 OF 2



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ITEM NUMBER 1110393	REV A
DESCRIPTION MANUAL, A1 1035 TANK AND FRAME LAYOUT	SHEET 2 OF 2

**Solicitation Number: 062222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cives Corporation, 2155 West Indiana Circle, Salt Lake City, UT 84104 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Snow and Ice Handling Equipment, Supplies, and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 15, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Cives Corporation

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/11/2022 | 12:31 PM CDT

DocuSigned by:
W. Ashley Twining
By: 5D26862D4BA94B3...
W. Ashley Twining
Title: Vice President
Date: 8/12/2022 | 1:16 PM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/12/2022 | 1:28 PM CDT

RFP 062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name: Viking Cives Midwest Inc.
Does your company conduct business under any other name? If yes, please state: Cives Corporation, Viking-Cives
Address: 2155 West Indiana Circle
Salt Lake City, Utah 84104
Contact: KEVIN NEWSON
Email: knewson@vikingcives.com
Phone: 801-204-4130
Fax: 801-204-4128
HST#: 20-4726446 for Viking Cives Midwest Inc. 16-0955800 for Cives Corporation and Viking-Cives

Submission Details

Created On: Tuesday May 03, 2022 10:12:47
Submitted On: Wednesday June 22, 2022 14:15:48
Submitted By: Chris Pobst
Email: cpobst@vikingcives.com
Transaction #: 5c5bfbb0-0327-4751-8f56-daba26e587da
Submitter's IP Address: 71.228.177.144

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Cives Corporation FEIN: 16-0955800
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Viking-Cives Midwest Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Viking-Cives USA Viking-Cives LTD Viking-Cives Midwest Inc. (FEIN: 20-4726446) Viking-Cives Group Lindco Equipment Cives Corporation
4	Provide your CAGE code or Unique Entity Identifier (SAM):	04-654-5398
5	Proposer Physical Address:	Cives Corporation - VCM ATTN: Kevin Newson 2155 West Indiana Circle Salt Lake City, UT 84104
6	Proposer website address (or addresses):	vikingcives.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Ashley Twining Vice President Cives Corporation 3700 Mansell Road Suite 500 Alpharetta, GA 30022 atwining@cives.com Tel: 770-993-4424
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kevin Newson Western States Sales Manager 2155 West Indiana Circle Salt Lake City, UT 84104 knewson@vikingcives.com Tel: 801-204-4130
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dave Wentzel General Manager 22956 Highway 61 Oran, MO 63771 dwentzel@vikingcives.com Tel: 573-262-3545 Chris Pobst Inside Sales 22956 Highway 61 Oran, MO 63771 cpobst@vikingcives.com Tel: 573-262-3545

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in 1952, Cives Corpertaion, consisting of Cives Steel Company and the Viking-Cives Group, is a progressive, employee-owned company with great financial strength. Cives Steel Company is one of the largest fabricators of structural steel buildings in the United States. The Viking-Cives Group is a full-line truck equipment company and one of the largest snow and ice control equipment manufacturers in North America. Our company core values are teamwork, integrity, expertise, and the ability to outperform, and over deliver. Our business philosophy is service to our customers and provide a quality product.
11	What are your company's expectations in the event of an award?	A partnership with Sourcewell and its members is a valuable asset. Our expectation is to grow contract usage and expand Sourcewell membership.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With over half a billion dollars in yearly revenue, our company's stability is due to complimenting markets in the steel and truck equipment industries. Our financial success has allowed us to expand our footprint by building new locations and acquire new factory stores without incurring debt. Please see the attached DNB report, DART rating, bank reference letter, and letter of credit.
13	What is your US market share for the solutions that you are proposing?	Based on company revenue and our large customer database, we are one of the three largest snow and ice control equipment manufacturers in North America.
14	What is your Canadian market share for the solutions that you are proposing?	We are the largest snow and ice manufacture in Canada and control over half the market share.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, our company has never petitioned for bankruptcy protection.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer of snow and ice removal equipment. We are a factory direct to customer company employing over 30 sales staff in North America. Customer service is the cornerstone of our business because we believe teamwork and communication are vital to a successful project. Our service to customers is a direct approach. From beginning to end, we're side-by-side to ensure the expectations of each project or build is met. We utilize three manufacturing locations and several factory stores in both the United States and Canada to provide as much direct interaction with our customers as possible. To create local support we built relationships with specific dealers around the country that emulate our core values. These dealers work very closely with the local sales manager.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We have these licenses and they required for our business. Trailer manufacture License - Required to build and certify trailers. Dealers License - Required to do turnkey trucks and transfer titles. Vehicle Certification License - Required to certify incomplete vehicles after equipment is installed on them. This verifies it meets Federal and DOT regulations. We also have many staff members that hold ASE certifications and welding certifications. While these are not required they are beneficial and assure the staff is properly trained.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have never had a suspension or debarment.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Many government agencies have recognized our innovative products such as the Tow Plow and Salt Saver Plow. These include case studies by Michigan State showing the cost savings provided by our Tow Plows, and many news agencies promoting the unit in NY, UT, AZ, SD, ND, and MO. We thrive on creating new items or ideas to help solve our customer's problems. We have expanded our product line with three new patented products, the BiDirectional Tow Plow, Side Shift Plow and Highway Guardrail Maintenance Trailer.
20	What percentage of your sales are to the governmental sector in the past three years	2022 - 84% 2021 - 78% 2020 - 80%
21	What percentage of your sales are to the education sector in the past three years	2022 - 5% 2021 - 3% 2020 - 4%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cooperative contracts: Sourcewell State contracts: Missouri, Tennessee, Arkansas, Idaho, West Virginia, Minnesota, Michigan, Oregon, Washington, Connecticut, Rhode Island, New Hampshire, North Carolina, New Jersey, New York, North Dakota, Kentucky, Utah, Montana, Wyoming, Kansas, Oklahoma Turnpike, Oklahoma Annual sales volume for cooperative contracts: 2022 - \$13 million 2021 - \$12 million 2020 - \$7 million Annual sales volume for state contracts: 2022 - \$110 million 2021 - \$102 million 2020 - \$107 million
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have any GSA or SOSA contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Tennessee Department of Transportation	Estel Hagewood	615-532-4038
New York State Department of Transportation	Dave Schaub	518-417-6676
Road Commission for Oakland County	Steven Guerra	248-464-8294

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
NYSDOT	Government	New York - NY	Snow plow truck packages.	\$140,000.00	\$22,000,000.00
MoDot	Government	Missouri - MO	Snow plow truck packages.	\$95,000.00	\$21,000,000.00
TDOT	Government	Tennessee - TN	Snow plow truck packages.	\$140,000.00	\$17,000,000.00
WVDOT	Government	West Virginia - WV	Snow plow truck packages.	\$90,000.00	\$12,000,000.00
CDOT	Government	Connecticut - CT	Snow plow truck packages.	\$125,000.00	\$14,000,000.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>We have 33 direct sales people employed by us operating out of 13 locations, covering all of the US States and Canada. The locations they are based out of are:</p> <p>US locations: Harrisville, NY Lewiston, ME Oakfield, NY Williston, VT Waterbury, CT Nashville, TN Merrillville, IN Morley, MO Grain Valley, MO Salt Lake City, UT Battle Creek, MI (Opening soon)</p> <p>Canada locations: Mount Forest, Ontario Calgary, Alberta</p>
27	Dealer network or other distribution methods.	<p>In addition to our staff there are 16 additional sales staff at select dealers in the US and Canada.</p> <p>US locations: Oklahoma City, OK Salem, OR Spokane, WA, Boise, ID Dallas, TX Lancaster, PA</p> <p>Canada locations: Mattawa, ON Newmarket, ON Carleton Place, ON Kingston, ON Keswick, ON Blenheim, ON Frederickton, NB Sherwood Park, AB</p>
28	Service force.	<p>Each location has dedicated service staff to address any concerns that come up. We have a main point of contact at each manufacturing facility in Missouri, New York, and Canada that will then direct the local service personnel. In total there are 15 service personnel working directly for us. Our sales staff will also act as service personnel when required as they are typically local to the customer and very knowledgeable of the equipment.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our staff will use this process. The equipment is quoted off the price and product list. The quote is sent to the customer with contract number and item numbers for the customer to review. A purchase order would be issued and we would convert the quote into a sales order. The sales order is then scheduled by production for completion.</p> <p>Distributors would use this process. The equipment is quoted off the price and product list. The quote is sent to the dealer with contract number and item numbers for them to review and forwarded to the member for review. A purchase order would be issued to us directly and we will issue a PO to the dealer for their portion of the work. The sales order is then scheduled by production for completion.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service is driven by our sales staff. Not only do they excel in knowing the ins and outs of the snow and ice business, but they are also certified in a number of technical services and have undergone training to provide customers some technical support at a moments notice. Customers can also reach out to our technical support staff dedicated to handling technical inquiries during both office and after hours. We strive to respond within 24 hours whenever possible. Our sales staff is incentivized to resolve all issues as quickly as possible to maintain customer relationship.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	We have two manufacturing locations in the United States: one in Morley, MO and the other in Harrisville, NY supported by eight factory stores that span from the east coast to the rocky mountains. By employing our own sales staff and utilizing our nationwide reach, we're able to directly support customers in all 50 states. We have over 350 employees involved in the snow and ice division between all locations.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	With one manufacturing location in Mount Forest, Ontario and a factory store in Alberta, along with many dealer locations, we have the ability to cover all Canadian providences. It is our goal to reach as much of the territory as possible.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have no geographic areas of the United States or Canada that can not be serviced.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will and do service all Sourcwell participating sectors. We have no other cooperative contracts that limit our ability to promote Sourcwell.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or special requirements for Hawaii, Alaska, and US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our strategy of direct customer service allows our sales force the opportunity to speak face-to-face with customers about the benefits of Sourcwell. Many, if not all, of our sales people have attended Sourcwell's informational conferences and have great experience in the value Sourcwell provides to it's members. Many of our marketing materials, such as product catalogs, flyers, banners, etc., display Sourcwell's logo and our Sourcwell contract number. We also feature a section on our website devoted to Sourcwell FAQ information. Please see the attached Viking Product Catalog as an example of how we promote our partnership with Sourcwell. The last attachment has many of our product data sheets that will be included in a new marketing booklet with the Sourcwell contract information.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have made strides in updating our website, and integrating QR codes into some of our marketing material for instant, handheld access to our product literature. We also create promotional videos for new product lines that we share across all our social media platforms.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	We have found that promoting this contract through word of mouth or having a presence during expos and trade shows is a great role for Sourcwell. Directing potential customers to the Sourcwell website and helping them understand the benefits and options that Sourcwell provides is also a great help. We also benefit from the yearly sales staff training and informational meeting with our cooperative contract manager. We integrate this contract by having quarterly sales meetings to specifically discuss, understand, and utilize Sourcwell. We also strategize on how to reach potential Sourcwell members.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We typically lean towards the personal interaction between our customers, but have found the eProcurement process can be helpful. Products we manufacture are typically bid through an eProcurement process. Most organizations will email purchase orders. We have a few customers who log into the system, select their products, create a purchase order, and we will be notified.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Operator and maintenance training are provided at no cost when products are delivered by our sales staff. We often do these in unison with the hydraulic manufacture to provide hydraulic system calibration at the same time.</p> <p>Some of our more specialized equipment like the Tow Plows receive 8 hour training and implementation classes for groups of operators. These are also done at no cost to the member.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Our patented salt saver plow is designed to reduce the amount of material used to melt ice from a roadway and reduce the amount of trips needed to clear the roadway.</p> <p>Our Tow Plows provide the opportunity to clear two driving lanes with a single operator doubling the productivity.</p> <p>When these items are paired with advanced hydraulic systems we are able to provide beneficial information such as plowing speed, material used, and location data to help protect the member in case of an accident.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	This year we have put a team together starting on researching how to integrate with electric vehicles. We are working with a few chassis manufactures so we can provide options and equipment in this market as it grows.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our business is not eligible for any third-party issued eco-labels, ratings or certifications.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Our business is not eligible for any of these certifications.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Innovation and customer service. Our products are geared to solving problems such as operator shortage, reduced chemical usage, and increased fuel economy. Our vast amount of experience has led to unique situations that needed unique solutions like the Tow Plow. We have received three patents in the last five years and all of them is a different approach to snow and ice control while cutting time and worry for customers. Our customers continue to reach out to us for unique solutions because we're willing to try new things and help support them as much as possible.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes. All parts manufactured by Cives Corporation / Viking-Cives are covered by a 1 year warranty. Items that we install such as hydraulic systems are covered by their manufacture warranty and processed through us.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No our warranty does not have usage restrictions or other limitations.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty work is to be performed at our locations whenever possible. In the event that is not possible we will dispatch a technician or make arrangements for the repair to be done locally.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have locations throughout the United States and Canada to provide warranty repair. In the event we are not able to provide local warranty repair arrangements will be made with a local truck shop to handle the repair.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty for items we install and do not manufacture are handled through us.
51	What are your proposed exchange and return programs and policies?	Unused items that were ordered incorrectly by a customer can be returned with a 15% restocking fee. Items that are not correct or do not fit can be returned without a fee.
52	Describe any service contract options for the items included in your proposal.	We offer annual maintenance and tune-up options for our snow and ice equipment. These can be purchased in 1 year and 3 year maintenance packages.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment is Net 30 with an account. When a chassis is supplied it is due upon receipt so that the unit can be titled and licensed properly. Credit is extended to all government and educational customers. Purchasing cards are accepted for up to \$3,000.00. All other purchases should be made on an account and paid by check or wire transfer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing and financing options are available through many of our partnering chassis dealership's and partnered Sourcewell contract holders.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents are the initial quote and a sales order for after it has been ordered. Our quotes have the following terms and conditions listed on them. *Quoted price does not include any applicable taxes. *Terms are Due Upon Receipt unless prior credit *Terms for established accounts, NET 30 days *Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis A sample quote and sales order are attached.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card's are accepted for up to \$3,000.00 without any additional fee.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line item discounts are used. The attached product offering document shows MSRP and has a list price reflecting the discount.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Products are offered at 25% off MSRP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Multi unit orders can qualify for an additional 1% discount on the truck equipment. Chassis and chassis options do not qualify for this discount.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open market items and sourced goods will be offered with an item number of NJ2400. These items will have a variable markup to meet local price structures at no more than 25% over cost. The variable rate will be adjusted to cover our labor and remain competitive in the area we are servicing.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All cost's will be inclusive of the final sales price with the exception of taxes, title, licensing fees, and any unforeseeable governmental mandated fees.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Products are FOB (freight on board) our location. Small items such as parts are packaged and shipped with UPS and FedEx. That cost is added to the order total. We also offer expediated delivery services for an increased cost. Large items such as completed snow plow trucks will have a line item quote for the delivery charge to the final destination. These are often driven and sometimes placed on transport trucks.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Alaska and Hawaii we offer the same services as the lower 48 get. We have locations in Canada that service Canadian location with them same shipping methods used in the US. In the event parts need to be shipped from the US to a customer in Canada we will handle all customs paperwork and the shipping charges will be added to the order. We have partnered freight companies that will handle the offshore deliveries. The cost will be added to the order.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	One of the unique offerings we have is our drivers delivering the completed snow plow trucks directly to the customer.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Due to the volume Sourcewell purchases have provided us we are able to offer a slightly higher discount.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The Sourcewell price and product list is entered into our quoting system and kept in a shared folder to ensure all of our sales staff has access and the information is correct. Each Sourcewell quote is rigorously checked for correct contract numbers, item numbers, and prices by our contract administrators before sent to members. We utilize special item numbers in our quote system that generate usage reports to make sure nothing is missed. In addition to that we have a separate tracking program that identifies product categories as a check stop. Quarterly reports are generated, reviewed by our contract administrators and sent to our cooperative contract manager within 30 days for quarter end. The Admin fee is mailed out within 30 days of quarter end. An 18-month report is also reviewed and checked to ensure accuracy.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We use a CRM program that compiles this sales data and gives us charts showing history, increases / declines, and opportunity by region. This information is reviewed at quarterly sales meeting by region and also with everyone at annual sales meetings. All activity is checked periodically and discussed with the territory manager to assure we continue to grow contract usage.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Administrative fee: 1% on equipment offered except chassis' Class 6, 7, 8 chassis: \$700 flat fee per unit Medium/Light duty chassis: \$350 flat fee per unit

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The products we are offering are Snow and Ice Related Equipment Packages, Chassis', Turnkey Packages, Medium Duty Turnkey Packages, Front Plows, Front Hitches, Material Spreaders, Spreader Stands, Dump Bodies, Combination Dump Bodies, Hydraulic Systems, Underbody Scrapers, Emergency Warning Light Packages, Road Repair, Maintenance Vehicles, Installation, Wing Plows, Tow Plows, Trailers, Direct Liquid Application Units, Cutting Edges, Parts, Open Market and Sourced Goods, Service, Training
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Snow Plow, One-Way Plow, Two-Stage Plow, Pusher Plow, Expressway Plow, Wing Plow, Tow Plow, Underbody Scraper, Spreader Controls, Brine Maker, Direct Liquid Units, Dump Body, Material Body, Load Cover Systems, Combination Body, Salt Spreader, Spreader, Sander, Direct Liquid, Liquid System, Snow Blowers, Sweepers, Pre-wet, Emergency Lighting, Installation, Camera Systems, Laser Indicators, Open Market and Sourced Goods, Training, Service, Parts, Supplies, Repair, Accessories

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Plows, blades, wings, blowers, and brooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer all of these products.	*
72	Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer all of these products.	*
73	Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer all of these products.	*
74	A complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in 71-73 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer all of these services.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No exceptions requested.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Cives Corporation Price and Product List.xlsx - Wednesday June 22, 2022 14:06:49
- [Financial Strength and Stability](#) - Cives Corporation financial information.pdf - Tuesday June 21, 2022 08:46:21
- [Marketing Plan/Samples](#) - Viking Product Catalog.pdf - Tuesday June 21, 2022 09:37:00
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Cives-Viking Warranty.docx - Tuesday June 21, 2022 09:14:21
- [Standard Transaction Document Samples](#) - Sample quote and order sheets.pdf - Tuesday June 21, 2022 09:27:29
- [Upload Additional Document](#) - Literature sample.pdf - Wednesday June 22, 2022 11:40:01

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - W. Ashley Twining, Vice President, Cives Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Snow_Ice_Handling_Equipment_RFP_062222 Thu May 26 2022 01:38 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Snow_Ice_Handling_Equipment_RFP_062222 Fri May 20 2022 02:03 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Snow_Ice_Handling_Equipment_RFP_062222 Tue May 3 2022 03:55 PM	<input checked="" type="checkbox"/>	1



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF ONE VARITECH 1,035 GALLON TANK FOR USE ON A 9-TON TRUCK FROM LINDCO EQUIPMENT SALES, IN AN AMOUNT NOT TO EXCEED \$21,861.00

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 purchase and installation of one Varitech 1,035 gallon tank for use on a 9-ton truck from Lindco Equipment Sales, in an amount not to exceed \$21,861.00, a copy of which is attached hereto as "[Exhibit A](#)".

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 4th day of November, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November, 2024.

JOSPEH MACHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 240684I-SWL

Quote Date: Sep 17, 2024

Page: 1

Viking-Cives #062222-VCM

Quoted To:
Darien, City of 1041 S. Frontage Rd. Darien, IL 60561 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requoted. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Darien-01	10/17/24	Net 30 Days	35878

Quantity	Item	Description
		<p>SOURCEWELL CONTRACT:</p> <hr/> <p>CONTRACT HOLDER: Viking-Cives CONTRACT NUMBER: 062222-VCM CONTRACT MATURITY DATE: 08/15/2026 CONTRACT NUMBERS: SW-SP0305, SW-TK0554</p> <hr/> <p>SOURCEWELL MEMBER:</p> <hr/> <p>MEMBER NUMBER: 110530 MEMBER: City of Darien CONTACT: David Fell PHONE: 630-429-1711 E-MAIL: dfell@darienil.gov</p> <hr/> <p>TERMS OF QUOTE:</p> <hr/> <p>***Due to the supply chain issues the following applies.*** * All quotes are only valid for thirty (30) days from date of quote.</p> <hr/> <p>EQUIPMENT PAYMENT TERMS:</p> <hr/> <p>* Net 30 days payment after completion of chassis with all equipment. * Will be subject to all price increases up until time of completion.</p>

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders

21,861.⁰⁰ 173



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 240684I-SWL

Quote Date: Sep 17, 2024

Page: 2

Viking-Cives #062222-VCM

Quoted To:
Darien, City of 1041 S. Frontage Rd. Darien, IL 60561 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote. > Quotes past 30 days must be requested. > 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Darien-01	10/17/24	Net 30 Days	35878

Quantity	Item	Description
		ESTIMATED DELIVERY TIME FRAME: * Allow approximately 90 days for all equipment to be in stock at Lindco after receiving your purchase order. * Allow approximately 90-120 days to complete units, once all equipment and chassis are in stock at Lindco. ***Based on supply chain issues all of the above estimated time frames are subject to change.***
		SUMMARY OF QUOTE: ***** SOURCEWELL TOTAL PRICE: ***** Equipment per below items mounted and fully operational. *****
		ANTI-ICE: Varitech 1035 Gallon Galvanized 1 Lane Anti-ice System, NOR-Hydraulic Closed Loop, Leg Kit, Baffle Balls, SS Spray Bar, Deutsch Connectors
1.00	1199175	Varitech 1035 Gallon Galvanized 1 Lane Anti-ice System, NOR-Hydraulic Closed Loop, Leg Kit, Baffle Balls, SS Spray Bar, Deutsch Connectors
1.00	1209661	Varitech ASM, AI Hose Reel Kit, 1/2" x 50', hyd system
1.00	1124612	VariTech - Harness, 5100ex, DLA, chassis side,
1.00	1124613	VariTech - Harness, 5100ex, DLA, spreader side
4.00		Stainless steel tie down brackets
2.00	1065661	Varitech 2" x 24' 11000 lb ratchet strap with wire hooks

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

25% Restock Fee on All Cancelled and Returned Orders



2168 East 88th Drive
Merrillville, Indiana 46410

Voice: (219)795-1448

Fax: (219)736-0892



QUOTATION

Quote Number: 240684I-SWL

Quote Date: Sep 17, 2024

Page: 3

Viking-Cives #062222-VCM

Quoted To:
Darien, City of 1041 S. Frontage Rd. Darien, IL 60561 USA

TERMS & CONDITIONS OF QUOTE
> Quotes are only valid for 30 days from date of quote.
> Quotes past 30 days must be requested.
> 25% restocking fee on all cancelled and returned orders.

Customer ID	Good Thru	Payment Terms	Sales Rep
Darien-01	10/17/24	Net 30 Days	35878

Quantity	Item	Description
		MISCELLANEOUS, FREIGHT, INSTALLATION:
100.00	Misc.	Miscellaneous Material - includes any or all of the following: wiring, electrical connectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.
937.50	FREIGHT	FREIGHT
10.00	INSTALLATION	Lindco-Cives Installation Labor Hours

Subtotal	21,861.00
Sales Tax	
TOTAL	21,861.00

25% Restock Fee on All Cancelled and Returned Orders

AGENDA MEMO
Municipal Services Committee
October 28, 2024

ISSUE STATEMENT

Accepting a [resolution](#) for the proposal submitted by V & L Molina Trucking for trucking services relating to hauling waste generated from excavations effective November 5, 2024 through April 30, 2026.

BACKGROUND

Throughout the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and drainage projects. The waste is temporarily stored at the Public Works facility and requires removal. The trucks are then scheduled, filled by City loaders and the waste is hauled to a local landfill.

Competitive quotes were requested November 2022 for hauling services and staff received one (1) competitive quote. The sole bidder was XBE, LLC. See [Attachment A](#). The proposal stipulates that pricing be held in place from May 1, 2024 through April 30, 2025. XBE recently contacted City Staff effective October 31, 2024, they will no longer provide trucking broker services as part of their business platform. XBE's brokered services to their subcontractor V & L Molina Trucking, Inc. V & L Molina has been providing the services for the City through XBE throughout the last couple of years with responsive services. Staff had contacted V & L Molina Trucking was contacted and agreed to accept the XBE current unit prices. Staff further extended the proposal for May 1, 2025 through April 30, 2026 at no price increase. See [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for hauling are estimated to be approximately \$90,000.00 pending Capital Project budget approval.

STAFF RECOMMENDATION

Staff recommends approving the resolution.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 4, 2024 City Council agenda for formal approval.



Quote for Hauling Fees
2024/2025

				XBE, LLC	
DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER - QUANTITY	UNIT PRICE PER HOUR	COSTS
<i>EXAMPLE:</i>			<i>100</i>	\$ 50.00	\$ 5,000.00
Trucking/Semi	200 to 1,000	PER LOAD-TO AND FROM SHOP-SHOP MUST BE NO MORE THAN 20 MINUTES FROM CITY OF DARIEN LIMITS. TIPPING SITE WILL BE LOCATED WITHIN 20-25 MINUTES FROM THE CITY OF DARIEN	100	\$120 base rate	\$12,000

quote submitted November 2022 - sole bid

90 minute travel will be applied to each shift & a minimum of 6 hours. Hourly rate will be base rate plus FSC as per attached table. (ex. At current diesel cost \$5.38/gal, \$115 + 10.5% for total hourly rate of \$127.08)

Quote for Hauling Fees
2024/2025

MEMO

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER - QUANTITY	2024-2025 XBE, LLC V & L Molina Trucking		2025-26 XBE, LLC V & L Molina Trucking	
				UNIT PRICE PER HOUR	COSTS	UNIT PRICE PER HOUR	COSTS
EXAMPLE:			100	\$ 50.00	\$ 5,000.00	\$ 60.00	\$ 6,000.00
Trucking/Semi	200 to 1,000	PER LOAD-TO AND FROM SHOP-SHOP MUST BE NO MORE THAN 20 MINUTES FROM CITY OF DARIEN LIMITS. TIPPING SITE WILL BE LOCATED WITHIN 20-25 MINUTES FROM THE CITY OF DARIEN	100	\$120	\$12,000	\$ 125.00	\$12,500
				base rate			

quote submitted November 2022 - sole bid

90 minutes travel will be applied to each shift and a minimum of 6 hours

813 Heritage Dr
Mt Prospect, IL 60056
Phone: 847-344-8441
Fax: 847-376-8788



October 23, 2024.

RE: City of Darien – Municipal Services
Hauling Service

Please accept this acceptance letter as an agreement for hauling service that will be provided by V&L Molina Trucking Inc. for the periods and set rates as follows:

Current Date – 4/30/2024 - Hourly charge of \$120.00 + \$160.00 (90 minutes of travel time)

Starting a new rate on May 1st, 2025, as follows:

5/1/2025 – 4/30/26 - Hourly charge of \$125.00 + \$166.66 (90 minutes travel time)

Please note that V&L Molina Trucking Inc. is not responsible for overnight tickets and any additional services outside this agreement will be quoted and billed separately.

If you require any additional information, please don't hesitate to contact me directly.

Regards,

A handwritten signature in black ink, appearing to read "Sandra Molina", written over a horizontal line.

Sandra Molina
Molina Trucking Inc.

Regina Kokkinis

From: Dan Gombac
Sent: Wednesday, October 23, 2024 3:28 PM
To: Sandra Molina
Cc: Julie Saenz; Regina Kokkinis; Kris Throm; Matt Lerner; David Fell; Dennis Cable; Bryon Vana
Subject: RE: VL Molina Introduction

Thank you Sandra, we are in receipt of your documents and will begin services with V&L Trucking on Oct 31, 2024.

From: Sandra Molina <sandra@vlmolinatrucking.com>
Sent: Wednesday, October 23, 2024 2:56 PM
To: Dan Gombac <dgombac@darienil.gov>
Cc: Julie Saenz <jsaenz@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>; Matt Lerner <matt-lerner@x-b-e.com>; David Fell <dfell@darienil.gov>; Dennis Cable <dcable@darienil.gov>; Bryon Vana <bvana@darienil.gov>
Subject: Re: VL Molina Introduction

Good afternoon Dan,

Please find attached requested documents and contact information for our manager of operations.

Fredo Molina
847-652-6380

If you have any questions or concerns please let me know.

Best regards,

Sandra Molina
President
V & L Molina Trucking, Inc.
WBE - DBE - MBE Certified
Phone: 847-344-8441 Email: sandra@vlmolinatrucking.com

On Wed, Oct 23, 2024 at 9:50 AM Dan Gombac <dgombac@darienil.gov> wrote:

Good morning Sandra,

As a follow up from our conversation yesterday, it is understood that XBE effective Oct 31, 2024 will no longer providing services to subcontract hauling services due to a business plan decision. Vlmolina has been providing trucking services as a sub under XBE and is familiar with our operations and the services provided have been responsive. Vlmolina Trucking is in agreement to honor the proposal at the schedule of prices attached link Hauling , which expires April 30, 2025.

The City is currently looking at extending the unit prices for an additional year, **May 1, 2025 through April 30, 2026** and would like to provide an opportunity to extend the proposal at the current pricing as att. Please review to determine if you are willing to accept the unit price.

Pending your review, please provide me an acceptance letter on letterhead with the honoring of the prices and extending prices for next year. We will also require a Certificate of Insurance with the City of Darien as additional insured and will forward a W-9 to be completed. Also please provide contact no's for the field Staff.

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106 Mobile 630-514-2519

From: Dan Gombac

Sent: Tuesday, October 22, 2024 2:42 PM

To: 'Matt Lerner' <matt.lerner@x-b-e.com>; Sandra Molina <sandra@vlmolinatrucking.com>

Cc: Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>

Subject: RE: VL Molina Introduction

Thanks Matt appreciate the follow up this morning. Sandra at your earliest convenience, please contact me at 630-514-2519 for a discussion regarding hauling services.

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106 Mobile 630-514-2519

From: Matt Lerner <matt-lemer@x-b-e.com>

Sent: Tuesday, October 22, 2024 10:34 AM

To: Dan Gombac <dgombac@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>

Cc: Sandra Molina <sandra@vlmolinatrucking.com>

Subject: VL Molina Introduction

Hello,

I wanted to introduce you to Sanda with VL Molina Trucking. I have worked with Sandra for over 5 years, including a lot of the work with the city. Sandra is aware of the situation and would be more than happy to help step in and continue the services.

Please let me know if you have any questions or need any help with anything else.

All the best,

--



Matt Lerner

+1 (402) 290 7738

www.x-b-e.com



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROPOSAL SUBMITTED BY V & L MOLINA TRUCKING FOR TRUCKING SERVICES RELATING TO HAULING WASTE GENERATED FROM EXCAVATIONS EFFECTIVE NOVEMBER 5, 2024 THROUGH APRIL 30, 2026

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 accepts a proposal submitted by V & L Molina Trucking for trucking services relating to hauling waste generated from excavations effective November 5, 2024 through April 30, 2026, 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 4th day of November 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of November 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER-QUANTITY	2023-2024		2024-2025		2025-2026	
				UNIT PRICE PER HOUR	COSTS	UNIT PRICE PER HOUR	COSTS	UNIT PRICE PER HOUR	COSTS
EXAMPLE:			100	\$ 50.00	\$ 5,000.00	\$ 60.00	\$ 6,000.00	\$ 70.00	\$ 7,000.00
Trucking/Semi	200-1000	PER LOAD-TO AND FROM SHOP-SHOP MUST BE NO MORE THAN 20 MINUTES FROM CITY OF DARIEN LIMITS. TIPPING SITE WILL BE LOCATED WITHIN 20-25 MINUTES FROM THE CITY OF DARIEN	100	\$115 Base Rate	\$11,500.00	\$120 Base Rate	\$12,000.00	\$125.00 Base Rate	\$12,500.00
Company Name:	XBE, LLC			V & L Molina Trucking Inc.					
Address:	520 W Pennway St, Suite 300, Kansas City, MO 64108			813 Heritage Dr					
Submitted By:	Matt Lerner			Mt Prospect IL 60056					
Date:	November 7th, 2022			10-23-2024					
Telephone Number-Office				847-344-8441					
Cellular	402-290-7738								
Fax Number:				847-376-8788					
E-mail Address:	matt.lerner@x-b-e.com			sandra@vlmolinatrucking.com					
Authorized Signature:	<i>Matt Lerner</i>			see email					

Note: Trucking services shall be made available within 48 hours of initial request.

90 minutes travel will be applied to each shift and a minimum of 6 hours.

Hourly rate will be base rate plus FSC as per attached table. (ex. at current diesel cost \$5.38/gal, \$115 + 10.5% for total hourly rate of \$127.08)

MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
September 16, 2024

PRESENT: Alderman Thomas Belczak – Chairman, Alderman Ted Schauer, Alderman Ralph Stompanato

ABSENT: None

OTHERS: Mr. Dan Gombac – Director, Mr. Ryan Murphy – City Planner

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 6:31 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

New Business

- a. **PZC2024-08 – 620 Maple Lane – James and Elizabeth Green – Involves a petition from James Green requesting the following: The petition is seeking approval of a variation request from Section 5A-5-9-2(A)(2)(b)(1) of the City Zoning Code to allow for the construction of a 10-foot by 10-foot shed to be partially within the public utility easement and located within five feet of the rear lot line. The property is located within the Single-Family Residence Zoning District (R-2).**

Mr. Dan Gombac, Director reported that all the agenda items would be forwarded to the City Council the same evening.

Mr. Ryan Murphy, City Planner reported that this item had been reviewed by the Planning and Zoning Commission on September 4, 2024 and had recommended approval with a 7-0 vote. He reported that there had previously been an 8.2-foot by 8.2-foot shed in place in the proposed location that had a 3.8-foot rear setback and 12.5-foot setback to the side property line. He reported that the petitioner had demolished the previous shed and proposed to replace it with a 10-foot by 10-foot shed with a 3.8-foot rear setback and 13.5-foot side setback. Mr. Murphy reported that City Staff had reviewed the property and stated that stormwater flow would not be affected. He reported that the petitioner had acknowledged that he would remove the shed at any time and at his own expense if the City would require it.

There was some conversation regarding the permit for the previous shed and permitting process.

Alderman Ralph Stompanato stated that the way the shed would be built would allow a forklift to remove it with ease.

There was no one in the audience wishing to present public comment.

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of PZC2024-08 – 620 Maple Lane – James and Elizabeth Green – Involves a petition from James Green requesting the following: The petition is seeking approval of a variation request from Section 5A-5-9-2(A)(2)(b)(1) of the City Zoning Code to allow for the construction of a 10-foot by 10-foot shed to be partially within the public utility easement and located within five feet or the rear lot line. The property is located within the Single-Family Residence Zoning District (R-2).

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- b. Resolution – Releasing the Letter of Credit, Instrument No 20006643511, in the amount of \$974,992 for the -Darien Heights-2305 Sokol Court-Darien, IL, and accepting a security bond for the following: 1. One Year Public Improvement Maintenance Security in an amount of \$97,499 and 2. Three Year Native Planting Maintenance Security in an amount of \$15,000.**

Mr. Dan Gombac, Director reported that the Resolution was regarding the apartment buildings off Frontage Road. He reported that the petitioner had a letter of credit for the infrastructure as well as the planting detention areas. He reported that the developer had requested to go to maintenance and the property had been inspected by the City Engineer, Public Works and the Water Department with all inspections passing. Mr. Gombac further reported that with no outstanding issues, the Code would require a 1-year maintenance bond for any public infrastructure concerns as well as a bond for the native plantings.

There was no one in the audience wishing to present public comment.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution releasing the Letter of Credit, Instrument No 20006643511, in the amount of \$974,992 for the -Darien Heights-2305 Sokol Court-Darien, IL, and accepting a security bond for the following: 1. One Year Public Improvement Maintenance Security in an amount of \$97,499 and 2. Three Year Native Planting Maintenance Security in an amount of \$15,000.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- c. Ordinance – Authorizing the disposal of surplus property.**

Mr. Dan Gombac, Director reported that the Ordinance would be for electronic equipment, including mobile phones, copy machines and computers. He reported that all items had been replaced and would be sent to the auctioneers.

There was no one in the audience wishing to present public comment.

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of an Ordinance authorizing the disposal of surplus property.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- d. **Resolution** – Accepting a proposal at the unit prices for polyurethane sidewalk raising and curb sealing from ACME Concrete Raising & Repair in an amount not to exceed \$20,300.

Mr. Dan Gombac, Director reported that the project would be in reference to Country Lane. He reported that last year had been the first year trying out the new product, which had held up well. He reported that the poly foam had been pumped into strategically drilled holes and would prevent deterioration. Mr. Gombac further reported that ACME had good references and had provided a lower cost for the City.

There was no one in the audience wishing to present public comment.

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Resolution accepting a proposal at the unit prices for polyurethane sidewalk raising and curb sealing from ACME Concrete Raising & Repair in an amount not to exceed \$20,300.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- e. **Resolution** – Awarding a contract extension to Yellowstone Landscape Group in an amount not to exceed \$173,215 for the City's 2024/25 Tree Trimming and Removal Program Section No. 1 and annual contract.
- f. **Resolution** – Awarding a limited contract to Homer Tree Care, Inc., in an amount not to exceed \$178,750 for the City's 2024/25 Tree Trimming and Removal Program Section No. 2.

Mr. Dan Gombac, Director reported that there would be 2 vendors this year as opposed to the typical 1 vendor. He reported that neither of the contracted companies would be able to complete all 3,500 trees within the time period but had agreed to split the work within separate contracts. He further reported that private property tree trimming would occur during the Yellowstone contract. Mr. Gombac reported that there would be no conflict between the two vendors.

There was no one in the audience wishing to present public comment.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution awarding a contract extension to Yellowstone Landscape Group in an amount not to exceed \$173,215 for the City's 2024/25 Tree Trimming and Removal Program Section No. 1 and annual contract and approval of a Resolution awarding a limited contract to Homer Tree Care, Inc., in an amount not to exceed \$178,750 for the City's 2024/25 Tree Trimming and Removal Program Section No. 2.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- g. **Minutes** – August 26, 2024 Municipal Services Committee

There was no one in the audience wishing to present public comment.

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of the August 26, 2024 Municipal Services Committee Meeting Minutes.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

Director's Report

Mr. Dan Gombac, Director reported that concrete grinding had been set to begin the final stages in various City wards.

Mr. Gombac reported that he had been waiting for the appraisers to send their final value for the properties along Cass and Plainfield. He reported that he had anticipated a meeting with the residents following the appraisal results.

Next Scheduled Meeting

Chairperson Tom Belczak announced that the next meeting is scheduled for Monday, October 28, 2024.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to adjourn. Upon voice vote, the MOTION CARRIED UNANIMOUSLY, and the meeting adjourned at 6:48 p.m.

RESPECTFULLY SUBMITTED:

X

Thomas Belczak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman