

AGENDA
Municipal Services Committee
April 22, 2019
6:30 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **Old Business**
 - a. **Ordinance** - Consideration of an amendment to the Sign Code regarding amortization in the Rt.83 corridor correcting an oversight in Ordinance O-24-18.
4. **New Business**
 - a. **Ordinance** – Consideration of an amendment to the Nuisance Code regarding trees.
 - b. **Resolution** – Illinois Department of Transportation authorizing the expenditure of Motor Fuel Tax Funds.
 - c. **Resolution** – Authorizing the mayor to accept a proposal from Superior Road Striping, Inc., in an amount not to exceed \$34,500 for the 2019 Street Striping Program.
 - d. **Resolution** – Authorizing to execute a contract with Denler, Inc. in an amount not to exceed \$143,274.40 for the 2019 Crack Fill Program.
 - e. **Resolution** - Authorizing the Mayor to accept a proposal from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants, in an amount not to exceed \$5,000 for an intersection evaluation and traffic signal warrant study at Clarendon Hills Road and 67th Street.
 - f. **Ordinance** - Approval of an ordinance authorizing the disposal of surplus property.
 - g. **Resolution** – Approval to enter into a contract agreement with Compass Minerals America, Inc. for the purchase of rock salt in an amount not to exceed \$203,142.08.
 - h. **Resolution** - Approval to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2019/2020 Rock Salt Agreement.
 - i. **Resolution** - Approval to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2019/20 Rock Salt Agreement.
 - j. **Resolution** – Approval to accept a Storm Sewer Easement from the following property: 7317 Capital Drive 09-26-113-012.

- k. **Resolution** - Authorizing the Mayor to accept a proposal from with Ziebell Water Service Products, Inc. for 24” pressure pipe, as required for various Public Works projects at the proposed unit pricing for a period of May 1, 2019 through April 30, 2020
 - l. **Resolution** - Accepting a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Geographic Information Systems (GIS) mapping for water related infrastructure in an amount not to exceed \$19,760 and a motion for a contingency in an amount not to exceed \$3,000 for additional water infrastructure as field identified to update the GIS Mapping.
 - m. Minutes – **March 25, 2019** Municipal Services Committee
- 4. **Director’s Report**
 - 5. **Next scheduled meeting – May 28, 2019**
 - 6. **Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
April 22, 2019

Issue Statement

Staff is requesting consideration of an amendment to the Sign Code regarding amortization in the Rt.83 corridor correcting an oversight in Ordinance O-24-18.

ORDINANCE – see attached

Background

At the November 26, 2018 MSC meeting, the Committee discussed a staff request to delete the amortization requirement for non-conforming signs in the Rt.83 corridor. There was only one sign remaining that was non-conforming and that was the ground sign for the Auto-Mobile Center at 6710 Rt.83. The MSC recommended approval and the City Council approved Ordinance O-24-18 on December 17, 2018. See **Attachment A**.

Since then, the Auto-Mobile Center applied for a variation to their ground sign, reducing the height, modernizing the structure, and adding an electronic message panel. The MSC recommended approval on March 25, 2019 and the City Council approved on April 1 by Ordinance O-14-19. See **Attachment B**.

The text amendment in Ordinance O-24-18 deleted Section 4-3-17(A) 1 which had required removal of non-conforming signs within 15 years. However, the amendment neglected to delete references to amortized signs in other sections of the Sign Code. See **Attachment C**: Sign Code.

- (A)2(b) Relocation within 15 years
- (A)2(d) Repair and reconstructing within 15 years
- (A)3 Landscaping within 15 years

By deleting references to amortization in these three additional sections of the Sign Code, we will be consistent with the amendment approved last December by not requiring any changes to non-conforming signs.

Staff Recommendation

Approval of the sign code amendment as presented to correct the previous oversight by eliminating references to amortization in Sections 4-3-17(A)1, 2b, 2d, and 3 for signs in the Rt.83 corridor.

Decision Mode

If the MSC recommends approval on April 22, we can schedule a City Council vote on May 6.

**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. 0-24-18

**AN ORDINANCE AMENDING
THE DARIEN CITY SIGN CODE
SECTION 4-3-17**

(Text Amendment: Amortization of Signs in Rt. 83 Corridor)

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

THIS 17th DAY OF DECEMBER, 2018

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
18th day of December, 2018.**

ORDINANCE NO. 0-24-18

**AN ORDINANCE AMENDING
THE DARIEN CITY SIGN CODE
SECTION 4-3-17**

(Text Amendment: Amortization of Signs in Rt. 83 Corridor)

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City of Darien has adopted a Sign Code which is set forth in Title 4-3 of the Darien City Code; and

WHEREAS, the City Council has deemed it reasonable to periodically review said Sign Code and make necessary changes thereto; and

WHEREAS, on November 26, 2018, the Municipal Services Committee of the City Council considered text amendments to the said Sign Code and has forwarded its recommendation of approval to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to adopt the text amendments described below.

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: Title 4-3 of the Darien City Code, "Sign Code", is hereby amended by

ORDINANCE NO. O-24-18

deleting in its entirety Section 4-3-17 (A) 1 “Amortization Period”.

SECTION 2: Section 4-3-17 (A) 2 is hereby renumbered and codified as Section 4-3-17 (A) 1.

SECTION 3: Section 4-3-17 (A) 2 is hereby renumbered and codified as Section 4-3-17 (A)1 is hereby amended by deleting the first sentence in its entirety and replacing with the following: “Modification: Any legal nonconforming sign may be changed or modified as follows:”

SECTION 4: 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 intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

SECTION 5: Effective Date. 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 17th day of December, 2018.

AYES: 6 – Belczak, Chlystek, Kenny, Marchese, Schauer, Vaughan

NAYS: 0 – NONE

ABSENT: 1 – McIvor

ORDINANCE NO. 0-24-18

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17th day of December, 2018.

Kathleen Moesle Weaver
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

Joanne E. Ragona
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

John B. Murphy, Jr.
CITY ATTORNEY



STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **ORDINANCE NO. 0-24-18 "AN ORDINANCE AMENDING THE SIGN CODE DELETING THE AMORTIZATION REQUIREMENT FOR NON-CONFORMING SIGNS IN THE RT. 83 CORRIDOR"** of the City of Darien, Du Page County, Illinois, duly passed and approved by the Mayor and City Council at a meeting held on December 17, 2018.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 17th day of December, 2018.





City Clerk

**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. 0-14-19

**AN ORDINANCE APPROVING A VARIATION
TO THE DARIEN SIGN CODE**

(PZC 2018-09: Auto-Mobile Center of Darien, 6710 Route 83)

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

THIS 1st DAY OF APRIL, 2019

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
2nd day of April, 2019.**

ORDINANCE NO. 0-14-19

**AN ORDINANCE APPROVING A VARIATION
TO THE DARIEN SIGN CODE**

(PZC 2018-09: Auto-Mobile Center of Darien, 6710 Route 83)

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6;

WHEREAS, the property legally described in Section 1 (the "Subject Property"), is zoned B-2 Community Shopping Business District pursuant to the Darien Zoning Ordinance; and

WHEREAS, the Applicant has requested approval of a variation from the terms of the Darien Sign Code to allow the installation of an illuminated electronic message board sign; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of January 16, 2019, reviewed the application and has forwarded its findings to the City Council; and

WHEREAS, on January 28 and March 25, 2019, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its findings to the City Council including a recommendation of approval of this application to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant approval of the application subject to the terms, conditions and limitations described below.

ORDINANCE NO. 0-14-19

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: Subject Property. This Ordinance is limited and restricted to the property generally located at 6710 Route 83, Darien, Illinois, and legally described as follows:

LOTS 3, 4, 5 AND 6 IN BLOCK 35 IN TRI STATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 23 AND PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT 465114, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: 09-23-304-020, 09-23-304-021, 09-23-304-022, 09-23-304-023

SECTION 2: Variation from Sign Code Granted with Conditions. A variation is hereby granted from the Sign Code Section 4-3-16 to allow the installation of an illuminated electronic message board on the Subject Property and substantially in conformance with the sign plans in Exhibit A attached to this ordinance.

SECTION 3: Conditions. The variation is subject to the following conditions:

1. Messages will be held for at least 60 seconds.
2. Messages will change all at once.
3. Messages may display multiple colors.
4. Illumination will maintain a constant light intensity or brightness.
5. Illumination brightness will comply with the Sign Code.

SECTION 4: 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)

ORDINANCE NO. 0-14-19

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 of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

SECTION 5: Effective Date. 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 1st day of April, 2019.

AYES: 6 - Belczak, Chlystek, Kenny, Marchese, Schauer, Vaughan

NAYS: 0 - NONE

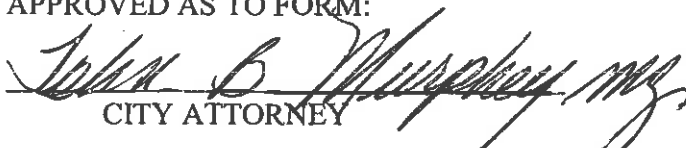
ABSENT: 1 - McIvor

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of April, 2019.


KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY





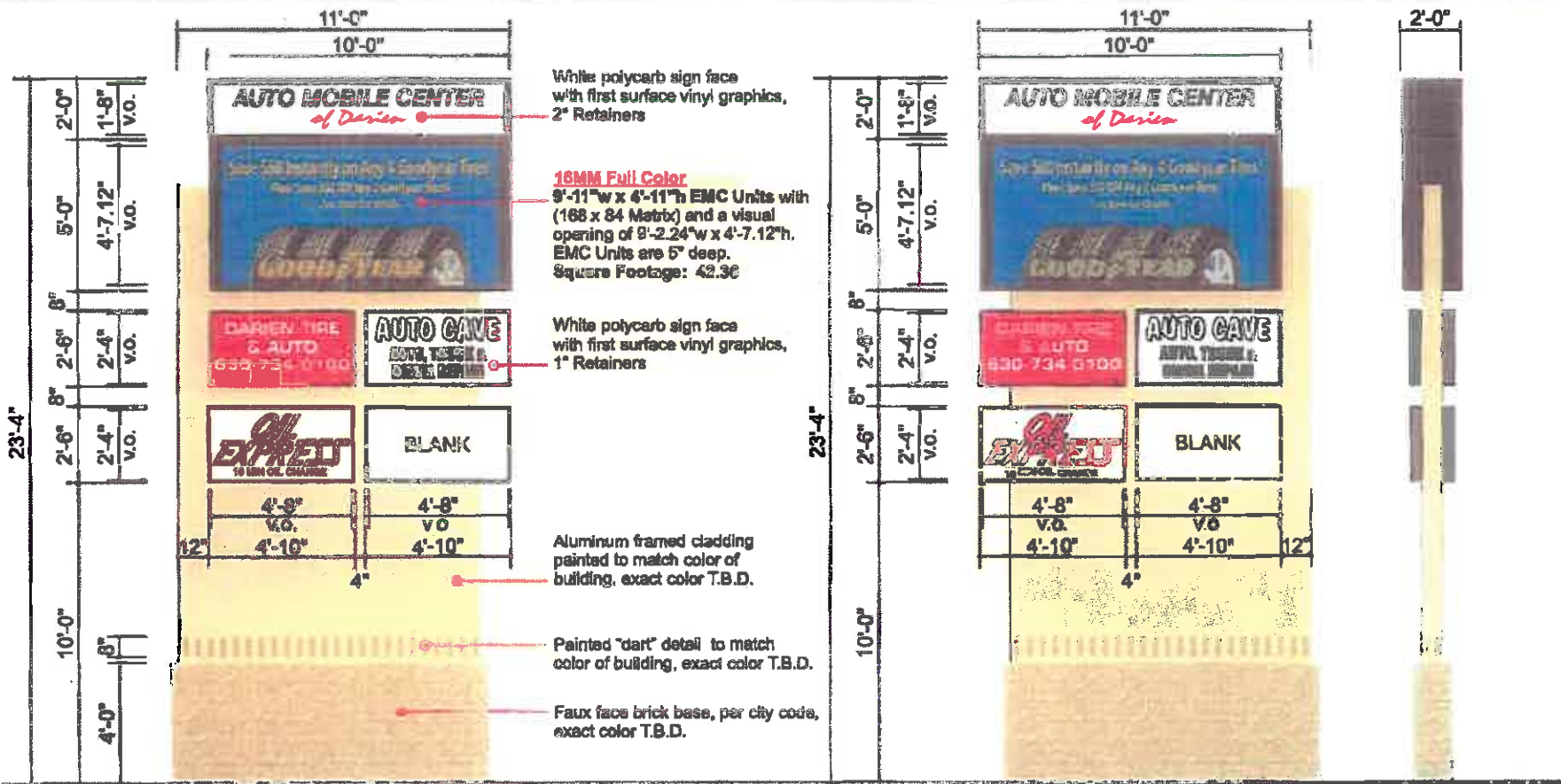
Site Plan -

OLYMPIK SIGNS account representative AL SANTA MARIA client 630-226-6100 **The AUTO MOBILE CENTER of Danion** 6710 RT 03 DARIEN, IL 60561 drawn by JOHN W job#: 17-6690A 8-7-17 rev: 02-02-18pmt Customer's Signature: Date:

WWW.OLYMPIKSIGNS.COM

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page 1 of 5



South Sign View

North Sign View

West View

Customer's Signature: _____ Date: _____

OLYMPIK SIGNS

account representative: AL SANTA MARIA
client:

The AUTO MOBILE CENTER of Darien
6710 RT 63 DARIEN, IL 60561

drawn by: JOHN W

job#: 17-8980A
8-7-17
rev: 9-02-22-18pmf

630.424.6100 WWW.OLYPSIGNS.COM

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page 4 of 5

SIGN LAYOUT

STATE OF ILLINOIS)
) SS
 COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **ORDINANCE NO. O-14-19 “AN ORDINANCE APPROVING A VARIATION TO THE DARIEN SIGN CODE (PZC 2018-09: AUTO-MOBILE CENTER OF DARIEN, 6710 ROUTE 83)”** of the City of Darien, Du Page County, Illinois, duly passed and approved by the Mayor and City Council at a meeting held on April 1, 2019.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 1st day of April, 2019.



JoAnne E. Ragona

 City Clerk

City of Darien Sign Code

4-3-17: EXISTING SIGNS IN ROUTE 83 CORRIDOR:

For the purposes of this sign code, all signs that are presently existing in the Route 83 Corridor or that have been previously approved for construction prior to the passage of this sign code shall not be affected by the amendments contained herein and shall be considered legal signs.

(A) Legal Nonconforming Signs: Any sign which existed lawfully on the date of the passage of this sign code and which remains or becomes nonconforming by the passage of this sign code or which shall become nonconforming due to annexation to the City, shall be continued only in accordance with the following provisions:

1. Amortization Period: Fifteen (15) years from and after the date of adoption of this sign code all legal nonconforming signs shall be removed and eliminated. Said fifteen (15) year period shall for all practical purposes be deemed an appropriate amortization period for each and every legal nonconforming sign presently located within the corporate limits of the City or hereinafter located therein by reason of annexation into the City of the lot or parcel on which said sign is located.
2. Modification: Any legal nonconforming sign may, prior to the exhaustion of the amortization period provided for in subsection (A) 1 of this Section, be changed or modified as follows:
 - (a) Said legal nonconforming sign may be altered to reflect a change in ownership in the business being advertised and/or change in the nature of the business or use of the premises located upon the lot or parcel improved with said legal nonconforming sign.
 - (b) Said legal nonconforming signs may be relocated upon the lot or parcel whereon said sign was located on the date set forth in subsection (A) 1 of this Section, provided that the new location of said legal nonconforming sign shall in all respects conform with the requirements of this sign code as said requirements relate to the location of such signs.
 - (c) Said legal nonconforming signs may be altered or modified so as to permit a change in the message conveyed thereon, provided such message shall not be in violation of any rule or regulation set forth in this sign code.
 - (d) Said legal nonconforming signs shall, in the event of any damage thereto, be repaired in conformance with the rules and regulations, standards, and specifications herein contained, which control the construction, illumination, landscaping, and maintenance of signs.

Notwithstanding the foregoing, the owner of any such damaged sign may elect to reconstruct said sign in conformance with all bulk regulations relating to such sign face area, height, and location, or in the alternative, may elect to repair said nonconforming sign to the same location up to the same height and having the same face area as existed with respect to such sign prior to the damage or destruction thereof. Said repaired or reconstructed nonconforming sign shall then be permitted to exist for the balance of the amortization period provided for in subsection (A) 1 of this Section.

- (e) Said legal nonconforming sign may not be enlarged, expanded, or added onto.
- (f) Said legal nonconforming sign may be altered, reconstructed, or replaced with a new sign, provided that there shall be no increase in the extent of the nonconformity of any such altered, reconstructed, or replacement sign. Such alteration, reconstruction, or replacement shall not operate as an extension or renewal of the amortization period provided for in subsection (A) 1 of this Section. Said

altered, reconstructed, or replacement sign shall, to the extent that any such sign remains nonconforming, only be permitted to exist for the balance of the amortization period provided for in subsection (A)1 of this Section.

3. **Maintenance And Landscaping:** All legal nonconforming signs shall, within eighteen (18) months of the date set forth in subsection (A)1 of this Section, be brought into compliance with each rule and regulation set forth in this sign code relating to the maintenance and landscaping of signs and of lots and parcels improved with signs. (Ord. 0-38-94, 9-6-1994; amd. Ord. 0-04-00, 4-3-2000)

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE REPEALING ORDINANCE NO. 0-24-18 AND AMENDING SECTION
4-3-17, "EXISTING SIGNS IN ROUTE 83 CORRIDOR", OF DARIEN CITY CODE**

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

THIS _____ DAY OF _____, 2019

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, and this
____ day of _____, 2019.**

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 0-24-18 AND AMENDING SECTION 4-3-17, “EXISTING SIGNS IN ROUTE 83 CORRIDOR”, OF DARIEN CITY CODE

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, City Council previously adopted Ordinance No. 0-24-18, “An Ordinance Amending the Darien City Sign Code Section 4-3-17”; and

WHEREAS, subsequent to the adoption of Ordinance No. 0-24-18, it was determined that there were several inadvertent omissions in said Ordinance; and

WHEREAS, the corporate authorities of the City of Darien that it would be in the best interests of the City to repeal Ordinance No. 0-24-18 and to amend Section 4-3-17 of the Sign Ordinance accordingly.

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: Ordinance No. 0-24-18, “An Ordinance Amending the Darien City Sign Code Section 4-3-17” is hereby repealed in its entirety.

SECTION 2: Section 4-3-17, “Existing Signs in Route 83 Corridor”, of Title 4, Chapter 3, “Sign Code”, as amended, is hereby further amended to read as follows:

1. Section 4-3-17(A) (1), “Amortization Period”, is hereby deleted in its entirety.
2. Section 4-3-17(A)(2), “Modification”, is hereby renumbered and recodified as Section 4-3-17(A)(1) and is further amended to read as follows:

ORDINANCE NO. _____

1. Modification: Any legal nonconforming sign may be changed or modified as follows:

Paragraph (a) omitted intentionally – no change

(b) Said legal nonconforming signs may be relocated upon the lot or parcel whereon said sign was located, provided that the new location of said legal nonconforming sign shall in all respects conform with the requirements of this sign code as said requirements relate to the location of such signs.

Paragraph (c) and (d) omitted intentionally – no change. Hanging paragraph under paragraph (d) is amended as follows:

Notwithstanding the foregoing, the owner of any such damaged sign may elect to reconstruct said sign in conformance with all bulk regulations relating to such sign face area, height, and location, or in the alternative, may elect to repair said nonconforming sign to the same location up to the same height and having the same face area as existed with respect to such sign prior to the damage or destruction thereof.

Paragraph (e) omitted intentionally – no change

(f) Said legal nonconforming sign may be altered, reconstructed, or replaced with a new sign, provided that there shall be no increase in the extent of the nonconforming of any such altered, reconstructed, or replacement sign.

3. Section 4-3-17(A) (3), “Maintenance and Landscaping” is hereby renumbered and recodified as Section 4-3-17(A) (2) and is further amended to read as follows:

2. Maintenance and Landscaping: All legal nonconforming signs shall be brought into compliance with each rule and regulation set forth in this sign code relating to the maintenance and landscaping of signs and of lots and parcels improved with signs.

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 intent

ORDINANCE NO. _____

of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede 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 as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2019.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2019.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
April 22, 2019

Issue Statement

Staff is requesting consideration of an amendment to the Nuisance Code regarding trees.

ORDINANCE – see attached

Background

The City gets several complaints a month on average regarding neighbor's trees. The concerns most often expressed are the pending damage or injury that would be caused by a tree that is dead or nearly dead that may fall or get blown over onto fences, buildings, utility lines, other structures, and people. Such nuisance trees can be a significant property maintenance issue, especially in a suburban environment with a high tree density such as Darien.

Darien does not have code addressing nuisance trees. This was discussed at MSC meeting October 22, 2018. See **Attachment A**. Nuisance tree codes from some nearby municipalities were presented. See **Attachment B**. The direction was to prepare an ordinance for Darien. The code should define what constitutes a nuisance and it should relate back to impact on neighbor's general health, safety, and welfare and 'peaceful enjoyment of their property'.

The procedure for abating all nuisances has already been specified and has been followed and does not need to be amended for tree nuisances. The City has an arborist trained to identify trees that are stressed and the potential to revive who can advise when needed. In summary, our process includes; receiving complaints, inspecting property, notifying property owners to comply (and most people do comply), issuing tickets to those few who fail to comply in a reasonable time, and in those rare cases filing suit to those who initially refuse to comply. Most property owners accept tree removal as part of their property maintenance responsibility.

The most thorough definition of nuisance trees we found was from Carol Stream. In summary;

1. Dead or substantially dead trees.
2. Diseased trees, such as dutch elm, oak wilt, emerald ash bore, gypsy moth, asian long horn beetle, or other infectious diseases.
3. Tree branches that have grown over to neighbor's property or public property that are pushing or rubbing structures, or blocking view or access.

The proposed Darien code paraphrases these 3 definitions and makes an exception for diseased trees that are being successfully treated.

Recommendation

Approval of ordinance as presented.

Decision Mode

If recommended by MSC on April 22, we can schedule for City Council vote on May 6.

Alderman Belczak made a motion and it was seconded by Alderman Marchese approval of a resolution approving the Plat of Easement for the Carriage Way West Unit 6 development.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

f. Discussion - Staff is proposing a code amendment for nuisance trees.

Mr. Dan Gombac, Director reported that the City gets several requests for removal of dead or diseased trees by the neighbor. He reported that removal of the nuisance trees is the responsibility of the property owner and often times owners delay, refuse or just do not respond.

Mr. Gombac reported that staff is working on updating the Code because there are no tools in place to enforce. He reported that the Agenda Memo Attachment A provides examples of what Nuisance Codes are in place at nearby communities.

Mr. Gombac reported that staff will provide a recommendation and model Code for approval.

g. PZC 2018-07 – 7879 Lemont Rd: Petitioner seeks approval of a special use zoning permit to operate an indoor volleyball recreation business in a portion of the building at 7879 Lemont Road.

Mr. Steve Manning, City Planner reported that the City approved the site plans of the Panattoni Development Company for a warehouse in June 2016. He reported that there is one tenant in the building now and that the rest of the building is vacant.

Mr. Manning reported that Club Fusion has locations in Batavia, Huntley, Crystal Lake and a practice facility in Darien. He reported that NuWave Volleyball has partnered with Club Fusion and that they use space at Perfect Swing. He stated that they are looking for a permanent home with 2 sand volleyball courts, 4 hard surface volleyball courts, fitness training room, showers, concessions, pro shop and offices providing volleyball training to youth grades 4-12 after school hours 4:30 pm - 9:30 pm with up to 4 coaches and 4 employees.

Mr. Manning reported that the PZC held a public hearing on October 3rd. He stated that they had issues regarding the lighting. Mr. Manning reported that the building presently has a wall mounted and pole mounted lighting in the rear and front lighting at the door which meets code and a circular drive. He reported that the PZC voted in favor of the petition 6-0.

Alderman Belczak questioned where the drop-off would be located.

Mr. Steve Dowjotas, NuWave Volleyball reported that the drop off and pick up would be located in the front on the circle drive.

Chairperson Marchese questioned the hours of operation and the number of courts.

Mr. Dowjotas stated that they train between the months of December through June during the hours of 4:30 - 9:00 p.m. for 10-18 year olds. He stated that presently they are unsure if tournaments will be held there and that their priority is to make sure the kids are trained. He further stated that there will be 2 indoor sand courts and 4 indoor floor courts.

NUISANCE TREES – LOCAL CODES

WESTMONT

Sec. 80-13. - Nuisance trees and limbs.

(a) *[Public nuisances.]* The following are hereby declared public nuisances under this article:

- (1) Any dead tree, or near dead tree as determined by the village forester, whether located on village owned property or on private property;
- (2) Any tree located on village-owned property or on private property which harbors insect pests or plant diseases which reasonably may be expected to spread from tree to tree causing injury or harm to any other tree. Infectious disease includes, but is not limited to, Dutch elm disease, Elm Yellows, Oak Wilt, or Pine Wilt;
- (3) Any tree or portion thereof, whether located on village-owned property or private property which by reason of location or condition constitutes an imminent danger to the health, safety, or welfare of the general public;
- (4) Any tree or portion thereof whether located on village-owned property or on private property which obstructs the free passage of pedestrians or vehicular traffic, or which obstructs a street light or traffic control device;
- (5) Any tree or portion thereof whether located on village-owned property or on private property which dangerously obstructs the view in the "corner visibility triangle" as determined by the village.

(b) *Removal of nuisance trees and limbs.* Any owner or occupant of any real property shall remove any dead or dying trees or dead or dying limbs dangerous to life, limb or property located upon the premises of such owner of property within 14 days whenever required to do so by notice from the village served upon the owner or occupant of such property.

(c) *Allowing nuisance trees to remain prohibited; duty of owner to cut trees.* It shall be unlawful for any person owning or controlling any lot, trace or parcel of land to knowingly permit any and all trees, infected with infectious disease, insect pests or vectors that transmit infectious disease, to remain on such property. It shall be the duty of such persons to see that all such trees are properly cut down and removed from the property. The failure to remove and destroy such trees to below ground level shall constitute a violation of this section, and shall be punishable by fine or penalty in addition to such costs as may be incurred by the village in enforcing and carrying out the provisions of this chapter.

(d) *Inspection for nuisance trees.* In the event the Village of Westmont has reasonable cause to believe, either by virtue of its appearance or otherwise, that any tree located within the village is or might be infected with an infectious disease or is or might harbor vectors that transmit infectious disease, the Village of Westmont is hereby authorized and directed to enter on and upon any private or public property whereon such tree may be located for the purpose of inspecting such suspected tree, marking or identifying the tree, and removing therefrom samples or portions thereof so that same may be tested to establish whether or not such tree is in fact diseased.

(e) *Notice to remove nuisance trees.* When any infectious live or dead tree is discovered by the village, the village will give a written notice, which may be served personally or sent by certified mail, to the person to whom was sent the tax bill for general taxes for the last preceding year on the

property. Such notice shall identify the property, by common description, the tree or trees affected, and the substance of section 80-13 and the statutory provisions under which they are adopted.

(f) *Removal of nuisance trees by village; costs of removal to be lien.* In the event that any such infectious live or dead diseased tree is not removed within 14 days from the date of the discovery or sending of such notice, then the Village of Westmont shall post a notice on the front door or entrance to the property where the tree is located notifying the owner or occupant of the village's intention to enter upon such property to cut down and remove the tree and invoice the property owner for the cost thereof. No sooner than seven days after posting such notice, the Village of Westmont may enter upon such property and cut down and remove such tree and invoice the property owner(s) for the cost thereof. Within 120 days after such cost is incurred, the village shall cause to be filed a notice of lien in the Office of the Recorder of Deeds of DuPage County. Such notice shall include the following information: (a) a description of the real estate sufficient for identification thereof; (b) the amount of money representing the cost and expense incurred or payable for the removal, including any administrative costs incurred in causing the removal and in billing the owner for the cost; (c) the date or dates which such cost and expense was incurred. The village shall also provide a statement that the amount owed shall accrue interest at ten percent a year for each year the amount remains unpaid. Upon payment of the cost and expense by the owner of, or persons interested in, said real estate, after the notice of lien has been filed, the village shall issue a release of such lien, which may be filed of record in said recorder's office.

(Ord. No. 07-181, § 1, 12-3-2007)

PALOS PARK

1028.06 PUBLIC NUISANCES.

(a) **Declaration of Public Nuisance.** The Village Arborist or his/her designee, may declare the following to be a public nuisance:

(1) Any dead or dying tree, shrub or other plant, whether located on Village-owned property or on private property; that by reason of location or condition, constitutes an imminent danger to the health, safety or welfare of the general public;

(2) Any tree on private property that obstructs the free passage of pedestrian or vehicular traffic, or a Village street sign;

(3) Any tree or limb that poses an imminent risk to the public, including persons and property.
(Ord. 2015-33. Passed 11-9-15.)

(b) **Right of Entry.** The officers, agents, servants and employees of the Village have the authority to enter onto private property whereon there is located a tree, shrub, plant or plant part that is suspected to be a public nuisance.

(c) **Abatement; Notice.** The following are the prescribed means of abating public nuisances under this chapter:

(1) Any public nuisance under this chapter that is located on privately-owned property shall be pruned, removed or otherwise treated by the property owner or his or her agent in whatever fashion is required to cause the abatement of the nuisance. No property owner may be found guilty of violating this provision unless and until the following requirements of notice have been satisfied:

A. The Village Arborist shall cause a written notice to be personally served or sent by registered mail to the person to whom was sent the tax bill for the general taxes for the last preceding year.

B. Such notice shall describe the kind of tree, shrub or other plant or plant part which has been declared to be a public nuisance, its location on the property and the reason for declaring it a nuisance.

C. Such notice shall describe the premises by legal or by common description.

D. Such notice shall state the actions that the property owner may undertake to abate the nuisance. (Ord. 1993-18. Passed 3-29-93.)

E. Such notice will require the elimination of the nuisance no more than thirty days after the notice is delivered or sent to the person to whom was sent the tax bill for the general taxes for the last preceding year. (Ord. 1994-23. Passed 7-11-94.)

(2) In the event that the nuisance is not abated by the date specified in such notice, the Village Arborist is authorized to cause the abatement of said nuisance.

(3) The Village Arborist is empowered to cause the immediate abatement of any public nuisance, provided that the nuisance is determined by the Village Arborist to be an immediate threat to any person or property.

(Ord. 1993-18. Passed 3-29-93.)

CAROL STREAM

ARTICLE 4: TREES

§ 9-4-1 PURPOSE AND INTENT.

(A) *Purpose.* It is the purpose of this article to promote the health, safety and general welfare by providing for the regulation of the maintenance and removal of trees within the village.

(B) *Intent.* This article is intended to promote:

(1) The maintenance and survival of desirable trees within the village; and

(2) The protection of village residents from personal injury and property damage, and the protection of Carol Stream from property damage, caused or threatened by the improper maintenance or removal of trees located within the village.

(Ord. 2014-02-08, passed 2-18-2014)

§ 9-4-2 PUBLIC NUISANCES PROHIBITED.

(A) *Nuisances declared.* The following are hereby declared public nuisances under this section:

(1) Any dead tree;

(2) Any tree, whether on public or private property, that harbors insects or diseases which reasonably may be expected to harm any other tree, such as Dutch elm disease, oak wilt, emerald ash borer, gypsy moth, Asian long horned beetle and any other insect or disease deemed a public nuisance by the Village Manager or his or her designee;

(3) Any tree, or portion thereof, whether on public or private property, that is substantially dead or in deteriorated or unstable condition and which presents a hazard to persons or property;

(4) Any tree, whether on public or private property, that overhangs and because of its deteriorated condition may fall onto another's private property or onto the public right-of-way and constitutes a danger to the health, safety or welfare of the public;

(5) Any tree, whether on public or private property, that obstructs or interferes with the free and safe passage of pedestrian or vehicular traffic.

(B) *Unlawful to maintain public nuisance.* It shall be unlawful for the owner of any lot or parcel of land, or a tenant upon the land, in the village to permit or maintain on any such lot or parcel of land a public nuisance as identified in division (A) of this section. It shall be the duty of such owners or tenants to promptly abate any such public nuisance in accordance with the provisions of § 9-4-4.

(C) *Boundary trees.* A **BOUNDARY TREE** is hereby defined as a tree that has any portion of its trunk column located on a property line between private property and village property or village right-of-

way. A boundary tree generally is, by operation of law, co-owned by the village and the owner of the abutting private property. It shall be the duty of the village to promptly abate any public nuisance pertaining to a boundary tree. The Village Manager, or his or her duly authorized representative, shall serve or cause to be served upon the person that is the owner or tenant of the lot or parcel of land on which any portion of such boundary tree is located, a written notice of the village's intention to abate such public nuisance in compliance with the provisions of this article.

(Ord. 2014-02-08, passed 2-18-2014; Ord. 2014-08-40, passed 8-18-14)

§ 9-4-3 INSPECTION OF PUBLIC NUISANCE.

In order to carry out the purposes of this article and to implement the enforcement thereof, the Village Manager, or his or her duly authorized representative, is hereby authorized and empowered to request permission from the owner or tenant of the lot or parcel of land at all reasonable hours to inspect any tree or deadwood situated thereon. The Village Manager, or his or her duly authorized representative, is hereby authorized and empowered to seek from any court of competent jurisdiction an order permitting a search of private property in the event that the village has a reasonable basis to believe that a public nuisance exists on the property or that the ordinances of the village are being otherwise violated. Either with permission or pursuant to a court order, the Village Manager, or his or her duly authorized representative, may remove specimens from such tree for the purpose of laboratory or other analysis, or to determine whether such tree is infested or is otherwise a nuisance because it is dead or substantially dead, and may serve as a breeding place for a fatal tree disease. It shall be unlawful for any person to hinder the Village Manager, or his or her duly authorized representative, in the performance of any of his or her duties provided for under the provisions of this article.

(Ord. 2014-02-08, passed 2-18-2014)

§ 9-4-4 ABATEMENT.

(A) If a laboratory or other analysis of specimens removed from any tree by the Village Manager, or his or her duly authorized representative, determines that such tree is a public nuisance pursuant to this article, or if the Village Manager determines that any dead or substantially dead tree, or deadwood, is a public nuisance as provided in this article, the Village Manager shall serve or cause to be served upon the person that is the owner or tenant of the lot or parcel of land on which such tree or deadwood is located, a written notice requiring such owner or tenant to comply with the provisions of this article.

(B) If the person upon whom such notice is served fails, neglects or refuses to remove and destroy such tree or deadwood, or treat for the purpose of eradication of a destructive pest within ten calendar days or within any additional reasonable time as permitted in writing by the Village Manager, or his or her duly authorized representative, after service of such notice, the Village Manager, or his or her duly authorized representative, may proceed to abate the nuisance in accordance with the non-summary abatement provisions of Chapter 14, Article 3 of the Carol Stream Municipal Code.

(C) Whenever, in the opinion of an officer of the village possessing police powers, the maintenance or continuation of a tree is determined to be a public nuisance pursuant to this article, and such nuisance creates an imminent threat of serious injury to persons or serious damage to persons or real property, such officer shall proceed with an initial summary abatement of the nuisance in accordance with § 14-3-11 of the Carol Stream Municipal Code.

(Ord. 2014-02-08, passed 2-18-2014)

§ 9-4-5 PENALTY.

If the person so served and notified does not abate the public nuisance within the specified reasonable time, the corporate authorities may proceed to abate the nuisance in any or all manner allowable by law, including, without limiting the generality thereof, the following:

(A) Seeking to impose a monetary penalty as defined by § 1-1-9 of this code by instituting an ordinance enforcement action.

(B) Seeking to enjoin the continuation of the nuisance by the filing of a lawsuit in a court of competent jurisdiction

WOODRIDGE

7-4-6: TRIMMING OR REMOVING TREES:

A. Systemic trimming and pruning shall be carried out to accomplish the following:

1. Removal of dead branches, seriously damaged branches and unbalanced branches and limbs.
2. Gradual removal of lower branches to provide a minimum overhead clearance of eight feet (8') over sidewalks and fourteen feet (14') over streets.
3. Shaping of young trees so that they will develop a single tall straight trunk, a strong central framework or branch structure and symmetrical balance crown.
4. Reasonable removal of limbs that seriously interfere with or hinder the proper development of adjacent public way and/or private trees.

B. No person shall, without written permission from the director of public works, remove, destroy, break, cut, deface, trim, injure or interfere with any tree, shrub or woody plant growing in any public way.

C. All contractors, utilities or contractors working for utilities shall not use climbing irons in trees on village public ways for any purpose other than removal of that tree or in an emergency.

D. Upon the removal of any tree located in a public way, the stump shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground. The area shall then be restored by placing four inches (4") of topsoil and seeded.

E. Any tree, limb of a tree, shrub, or other planting which overhangs any public way in such a way as to impede or interfere with traffic or travel or interferes with any public or village utility or is dead, decaying or broken and likely to fall on or across any public way, shall be removed or trimmed by the owner of the property on which such tree stands or grows. Where the owner has been properly notified of such hazard, and fails to remove same within a specified time the village may remove the hazard, at the owner's expense. The failure of any owner to pay said expense when due shall constitute a violation of this code. (Ord. 2001-07, 3-22-2001)

**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 7-3-1, "DEFINITION: NUISANCES
PROHIBITED" OF DARIEN CITY CODE FOR TREES**

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

THIS _____ DAY OF _____, 2019

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, and this
____ day of _____, 2019.**

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7-3-1, "DEFINITION: NUISANCES PROHIBITED" OF DARIEN CITY CODE FOR TREES

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City of Darien has adopted Nuisance Regulations set forth in the Darien City Code Title 7, Chapter 3; and

WHEREAS, the City Council has deemed it reasonable to periodically review said Nuisance Regulations and make necessary changes thereto; and

WHEREAS, on April 22, 2019 the Municipal Services Committee considered an amendment of the Nuisance Regulations regarding trees and forwarded to the City Council its findings and recommendation for approval of the text amendment described herein; and

WHEREAS, the City Council approves and adopts the findings and recommendations of the Municipal Services Committee and incorporates such findings and recommendations herein by reference as if they were fully set forth herein.

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: Section 7-3-1 of the Darien City Sign Code is hereby amended by adding the following sub-sections to read as follows:

ORDINANCE NO. _____

“(R) To maintain nuisance trees on private property defined as trees that are dead or substantially dead; that are diseased with dutch elm, oak wilt, emerald ash bore, gypsy moth, asian long horn beetle, or other infectious diseases that are not being successfully treated as determined by the City Arborist; or have grown over to neighbor’s property or public property and are pushing or rubbing structures or blocking view or access.”

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 intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede 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 as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,
DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2019.**

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this _____ day of _____, 2019.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
April 22, 2019

Issue Statement

Consideration for the authorization to execute an Illinois Department of Transportation **Resolution**, (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) funds for the FY 2019/20 General Maintenance items in the amount of \$603,149.57 for a period from May 1, 2019 through April 30, 2020. **BACKUP**

Background/History

The City of Darien utilizes Motor Fuel Tax Funds (MFT) for expenditures related to various street maintenance functions. The funding provides for expenditures for such items as salaries, the purchase of rock salt, cold and hot bituminous surface mixes, and storm sewer related items, various aggregate materials and road striping. Because MFT funds are utilized, the City Council is required to adopt a resolution authorizing the expenditure of the proposed funding related to the general maintenance items. Attached as, **Attachment A** is the Bureau of Local Road Forms Municipal Estimate of Maintenance Costs and Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 14222 and BLR 09150).

Staff Recommendation

Staff recommends approval of this Resolution.

Alternate Consideration

Not approving the Resolution.

DECISION MODE

This item will be placed on the May 6, 2019 City Council agenda for formal consideration.



April 10, 2019

Mr. Anthony Quigley, P.E.
Deputy Directors of Highways,
Region One Engineer
Division of Highways/Region One/District One
201 West Center Ct.
Schaumburg, IL 60196-1096

RE: Section Number 20-00000-00-RF

Dear Mr. Quigley:

In accordance with the Bureau of Local Roads and Streets Administrative Policy Manual, the following is an estimate of the allotted MFT monies to spend by the City during the Fiscal Year ending April 30, 2020:

Estimated Total Expenditures for:

FICA	\$15,190
IMRF	\$33,222
MEDICARE	\$ 3,553
TOTAL	\$51,965

If you have any questions regarding this matter, please contact Dan Gombac, Director of Municipal Services at dgombac@darienil.gov or via telephone at (630)353-8106.

Sincerely,
CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Gombac", is written over the typed name.

Daniel Gombac
Director of Municipal Services

cc: Bryon Vana, City Administrator
Julie Saenz, City Accountant



Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section Number	Beginning	Ending
City of Darien	DuPage	20-00000-00-GM	05/01/19	04/30/20

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1)Aggregate Stone (Should Main) (Culvert Backfill)	IIA		Stone CA-6 CA-7	Tons	1,000	\$16.25	\$16,250.00	
	IIA		Labor-5 Gen Util Wkrs	Av Hr	15	\$42.00	\$630.00	\$16,880.00
2)Pavement Patching	IIA		Surface Bituminous Hot	Tons	310	\$55.00	\$17,050.00	
	IIA		Labor-5 Gen Util Wkrs	Av Hr	416	\$36.61	\$15,229.76	
	IIA		Surface Bituminous Cold	Tons	80	\$60.00	\$4,800.00	
	IIA		Labor-5 Gen Util Wkrs	Av Hr	48	\$27.53	\$1,321.44	\$38,401.20
3)Snow & Ice Control	I		Road Salt-Joint Purchase w/DuPage County	Tons	2,400	\$67.15	\$161,160.00	
	IIA		Geo Melt 55 NIGP Code -	Gallons	8,000	\$1.80	\$14,400.00	
	IIA		Geo Melt Labor to Treat	Ton	1,600	\$6.00	\$9,600.00	
	IIA		Labor-5 Gen Util Wkrs	Av Hr	1,442	\$37.53	\$54,118.26	
	IIA		Therma Point	Gallons	1,325	\$15.00	\$19,875.00	\$259,153.26
4)Storm Sewer Maint	IIA		Storm Sewer Material	LS	1	\$18,500.00	\$18,500.00	
			Labor-5 Gen Util Wkrs	Av Hr	1,535	\$33.26	\$51,054.10	\$69,554.10
5)Pavement Marking	IIA		Striping-Paint-Thermal	LS	1	\$34,500.00	\$34,500.00	
	IIA		Labor-5 Gen Util Wkrs	Av Hr	171	\$36.01	\$6,157.71	\$40,657.71
6)Street Sign Maint	IIA		Signs	LS	1	\$10,000.00	\$10,000.00	
	IIA		Labor-5 Gen Util Wkrs	Av Hr				
7)Mowing(Public ROW)	IIA		Labor-5 Gen Util Wkrs	Av Hr	1,265	\$28.15	\$35,609.75	\$35,609.75
8)Catch Basin Cleaning	IIA		Labor-5 Gen Util Wkrs	Av Hr	275	\$37.07	\$10,194.25	\$10,194.25
Catch Basin Cleaning Jetting	IIA		Equipment	LS	1	\$5,000.00	\$5,000.00	\$5,000.00
9)Tree Trimming Emergencies	IIA		Tree Trimming	Av Hr	200	\$25.00	\$5,000.00	
	IIA		Labor-5 Gen Util Wkrs	Av Hr	385	\$49.18	\$18,934.30	\$23,934.30
10)Concrete Gen Maint Inspection	IIA		Labor-1 Gen Util Wkrs	Av Hr	480	\$35.00	\$16,800.00	\$16,800.00
11)COMED power distribution	IIA		Power Cost	LS	1	\$35,000.00	\$35,000.00	\$35,000.00
Total Operation Cost								\$551,184.57

Add Row

Estimate of Maintenance Costs

Submittal Type

Maintenance Period

Local Public Agency	County	Section	Beginning	Ending
City of Darien	DuPage	20-00000-00-GM	05/01/19	04/30/20

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)			
Materials/Deliver & Install/Request for Quotations (Bid Items)			
Formal Contract (Bid Items)			
Maintenance Total			

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Maintenance Engineering			
Material Testing			
Advertising			
Bridge Inspection Engineering			
Maintenance Engineering Total			

Total Estimated Maintenance

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Remarks

SUBMITTED

Local Public Agency Official	Date
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; width: 60px; height: 30px;"></div>

Title

Director of Municipal Services

County Engineer/Superintendent of Highways	Date
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; width: 60px; height: 30px;"></div>

APPROVED

Regional Engineer Department of Transportation	Date
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Local Public Agency City of Darien	Type City	County DuPage	Section Number 20-00000-00-RF
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I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Amount
County Engineer/Superintendent Salary & Expenses	
Contract Construction	
Day Labor Construction	
Engineering	
Engineering Investigations	
IMRF/Social Security	\$51,965.00
Maintenance	
Maintenance Engineering	
Obligation Retirement	
Other	
Right-of-Way (Itemized on 2nd page)	
TOTAL	\$51,965.00

Comments

Local Public Agency Official	Date

Title
Director of Municipal Services

Approved

Regional Engineer Department of Transportation	Date

Department of Transportation Use

Entered By	Date

Itemization of Right-of-Way Request

Location of Property			Property Owner	Acres Right-of- Way	Relocation Costs	Cost of Land Acquired	Cost of Damage to Land not Acquired	Total
Street/Road	Parcel Number	Address of Property Involved						
							TOTAL	



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	20-00000-00-GM

BE IT RESOLVED, by the Council of the City of Darien Illinois that there is hereby appropriated the sum of Six Hundred Three Thousand One Hundred Forty Nine and 57/100 Dollars (\$603,149.57) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/19 to 04/30/20.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Darien shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, JoAnne E. Ragona City Clerk in and for said City of Darien in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Darien at a meeting held on 05/06/19

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of May, 2019

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

AGENDA MEMO
Municipal Services Committee
April 22, 2019

ISSUE STATEMENT

A resolution authorizing the Mayor to accept a proposal from Superior Road Striping, Inc. in an amount not to exceed \$34,500.00 for the 2019 Street Striping Program.

BACKGROUND/HISTORY

The Street Striping Program includes the placement of various thermal plastic quantities for Crosswalks, Only's, Only Arrows, Center Lanes, and Stop Bars for the City's roadways as required throughout the year.

Staff has selected Superior Road Striping, Inc. for the awarded vendor as Superior Road Striping, Inc. is the awarded vendor for the Northwest Municipal Conference Joint Purchasing Cooperative for road striping to municipalities within the Midwest. See Attachment A for pricing schedule and contact information.

The FY 19-20 Budget includes funds for the 2019 Street Striping Program and would be funded from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19/20 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
03-60-4261	Pavement Striping	\$ 34,500.00	\$ 34,500.00	\$ - 0 -

STAFF RECOMMENDATION

The staff recommends approval of the resolution authorizing the Mayor to accept a proposal from Superior Road Striping, Inc. in an amount not to exceed \$34,500.00 for the 2019 Street Striping Program.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the May 6, 2019 agenda for formal consideration by the City Council.

Serving the north and northwest suburbs of Chicago since 1958.



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-
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- [SITE MAP](#)
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Welcome

Member Resources

News & Events

Links

NWMC
 1600 East Golf Road
 Suite 0700
 Des Plaines, IL 60016
 Phone: 847-296-9200
 Fax: 847-296-9207

Thermoplastic Road Striping

Product Information

Contact #158

The Suburban Purchasing Cooperative's Governing Board has approved the 3rd of three (3) possible one-year contract extensions from April 12, 2019 through April 11, 2020, with no price increase.

2019 Lane Marking Contract Extension

Item Description	UOM	2019 Unit \$
4" Marking Line	LF	\$0.52
6" Marking Line	LF	\$0.76
12" Marking Line	LF	\$1.52
24" Marking Line	LF	\$3.78
Marking Letters & Symbols	SF	\$3.51
Removal	SF	\$0.41

Note: All unit prices are per foot, except Letters & Symbols and Removal, which are priced per square foot.

This award is not in conjunction with the Illinois Department of Transportation, so participating communities may not utilize Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

Scheduling and Contact Information

Please contact Superior Road Striping directly with any questions and to schedule work for your municipality.

Superior Road Striping
 1980 N. Hawthorne Avenue
 Melrose Park, IL 60160
 Contact: Joan Yario or Sandy DeHoyos
 P: 708-865-0718 F: 708-865-0296
thermopros@sbcglobal.net

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A Joint Purchasing Program For Local Government Agencies

March 14, 2019

Ms. Joan Yario
Superior Road Striping
1980 N. Hawthorne Ave
Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the third of three (3) possible one-year contract extensions of the SPC 2019 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2019 through April 11, 2020, with no price increases.

Item Description	UOM	2019
4" Marking Line	LF	\$0.52
6" Marking Line	LF	\$0.76
12" Marking Line	LF	\$1.52
24" Marking Line	LF	\$3.78
Marking Letters & Symbols	SF	\$3.51
Removal	SF	\$0.41

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB
NWMC Purchasing Director

Name: Ellen Dayan 03/14/19 Date

3-14-19
Name: Joan Yario Date

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 17th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM SUPERIOR ROAD STRIPING, INC. IN AN AMOUNT NOT TO EXCEED \$34,500.00 FOR THE 2019 STREET STRIPING PROGRAM

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Superior Road Striping, Inc. in an amount not to exceed \$34,500.00 for the 2019 Street Striping Program, 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 6th day of May, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of May, 2019.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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NWMC
 1600 East Golf Road
 Suite 0700
 Des Plaines, IL 60016
 Phone: 847-296-9200
 Fax: 847-296-9207

Thermoplastic Road Striping

Product Information

Contact #155

The Suburban Purchasing Cooperative's Governing Board has approved the 3rd of three (3) possible one-year contract extensions from April 12, 2019 through April 11, 2020, with no price increase.

2019 Lane Marking Contract Extension

Item Description	UOM	2019 Unit \$
4" Marking Line	LF	\$0.52
6" Marking Line	LF	\$0.76
12" Marking Line	LF	\$1.52
24" Marking Line	LF	\$3.78
Marking Letters & Symbols	SF	\$3.51
Removal	SF	\$0.41

Note: All unit prices are per foot, except Letters & Symbols and Removal, which are priced per square foot.

This award is not in conjunction with the Illinois Department of Transportation, so participating communities may not utilize Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

Scheduling and Contact Information

Please contact Superior Road Striping directly with any questions and to schedule work for your municipality.

Superior Road Striping
 1980 N. Hawthorne Avenue
 Melrose Park, IL 60160
 Contact: Joan Yario or Sandy DeHoyos
 P: 708-865-0718 F: 708-865-0296
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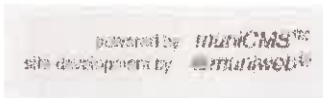
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A Joint Purchasing Program For Local Government Agencies

March 14, 2019

Ms. Joan Yario
Superior Road Striping
1980 N. Hawthorne Ave
Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the third of three (3) possible one-year contract extensions of the SPC 2019 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2019 through April 11, 2020, with no price increases.

Item Description	UOM	2019
4" Marking Line	LF	\$0.52
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Removal	SF	\$0.41

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB
NWMC Purchasing Director

Name: Ellen Dayan 03/14/19 Date

3-14-19
Name: Joan Yario Date

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

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East Hazel Crest, IL 60429
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Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536

AGENDA MEMO
Municipal Services Committee
April 22, 2019

ISSUE STATEMENT

A **resolution** authorizing the Mayor to execute a contract with Denler Inc. in an amount not to exceed \$143,274.40 for the 2019 Crack Fill Program.

BACKGROUND/HISTORY

The FY 19/20 Budget includes funds for the 2019 Crack Fill Program. Crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration. The sealing material is applied into the cracks before they become too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks (alligating). Flexible rubberized asphalt sealants bond to crack walls and move with the pavement, preventing water from entering the road base. The life of the road is extended and maintenance costs are greatly reduced over time.

The scope of the program includes all cracks to be routed with a low dust mechanical router to a depth of ½” and a width of approximately 3”. Upon completion of the routing, all dirt, debris, and water is removed from the cracks. The method of removal is completed by utilizing a blow pipe which blows compressed air from a pull behind conventional air compressor. The crack is then filled with a rubber sealant which is feathered to a width of approximately 3-inches in width.

In 2019, the City of Darien teamed up with local public agencies which included Burr Ridge, Downers Grove, DuPage County, Elmhurst, Lombard, Villa Park, West Chicago, Wheaton, and Woodridge and solicited competitive bids, collectively. Attached and labeled as **Attachment A** is the bid results from the bid opening held by the Village of Woodridge on March 21, 2019.

Attachment B is the list of roads scheduled for this year’s program. Denler Inc. has completed crack filling in the past with satisfactory work.

The proposed Crack Sealing Program would be funded from the following FY19-20 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19-20 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4382	Crack Sealing Asphalt Pavement	\$163,286.00	\$126,616.00	\$36,670.00
25-35-4382	Fiber-Asphalt Crack Sealing		\$ 11,658.40	\$25,011.60
25-35-4382	Contingency		\$ 5,000.00	(\$5000.00)
	TOTAL COST	\$163,286.00	\$143,274.40	\$20,011.60

STAFF RECOMMENDATION

Staff recommends approval of the proposed resolution.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the May 6, 2019 City Council agenda for formal consideration.

PROJECT FILE NAME: CRACK SEALING AND SEAL COATING SERVICES
PROJECT NO.: 2019-07

DATE:
TIME:
TABULATED BY:

3/21/2019
 10:00 A.M.
 BWT

NO	ITEM	QUAN	UNIT	ENGINEER'S ESTIMATE		Denler, Inc. 19148 S. 104th Avenue Mokena, IL 60448		SKC Construction, Inc. PO Box 503 West Dundee, IL 60118	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	106,400	LB	\$ 1.27	\$ 135,128.00	\$ 1.19	\$ 126,616.00	\$ 1.27	\$ 135,128.00
B	Crack and Joint Sealing PCC Pavement		LB	\$ 2.61	\$ -	\$ 2.40	\$ -	\$ 2.00	\$ -
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	9,880	LB	\$ 1.35	\$ 13,338.00	\$ 1.18	\$ 11,658.40	\$ 1.17	\$ 11,559.60
D	Seal Coat Bike Path		SY	\$ 0.92	\$ -	\$ 0.72	\$ -	\$ 0.90	\$ -
E	Seal Coat Parking Lot	5,648	SY	\$ 0.85	\$ 4,800.80	\$ 0.93	\$ 5,252.64	\$ 0.87	\$ 4,913.76
F	Parking Lot Paint Pavement Marking - Line 4"	1,600	FT	\$ 0.23	\$ 368.00	\$ 0.22	\$ 352.00	\$ 0.25	\$ 400.00
G	Parking Lot Paint Pavement Marking - Letters & Symbols	100	SF	\$ 3.15	\$ 315.00	\$ 3.65	\$ 365.00	\$ 3.00	\$ 300.00
H	Traffic Control and Protection - DuPage County		LSUM	\$ 2,833.33	\$ -	\$ 1,000.00	\$ -	\$ 500.00	\$ -
TOTAL									
BID					\$ 153,949.80		\$ 144,244.04		\$ 152,301.36

CITY OF DARIEN 2019 PROGRAM - CRACK SEALING WITH AWARDED VENDOR

NO	ITEM	QUAN	UNIT						
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	106,400	LB	N/A	N/A	\$ 1.19	\$ 126,616.00	\$ 1.19	\$ 126,616.00
B	Fiber-Asphalt Crack Sealing Asphalt Pavement	9,880	LB			\$ 1.18	\$ 11,658.40		
TOTAL							\$ 138,274.40		

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH DENLER, INC. IN AN AMOUNT NOT TO EXCEED \$143,274.40 FOR THE 2019 CRACK FILL PROGRAM

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to execute a contract with Denler, Inc. in an amount not to exceed \$143,274.40 for the 2019 Crack Fill Program, 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 6th day of May, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of May, 2019.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

SUBMISSION INFORMATION

Village of Woodridge Public Works Department
 One Plaza Drive
 Woodridge, IL 60517

INVITATION # 2019-07
 BID OPENING DATE: March 21, 2019
 TIME: 10:00 A.M. Local Time
 LOCATION: Village Hall

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Denter, Inc.
 Address: 20502 S. Cherry Hill Rd.
 City, State, Zip Code: Joliet, IL 60433

**Crack Sealing and Seal Coating Services
 per the specifications identified herein**

I. BASE BID ITEMS

A. CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	444,270	LB	\$ <u>1.19</u>	\$ <u>528,681.30</u>
2 Year 2 (optional)	398,100	LB	\$ <u>1.24</u>	\$ <u>493,644. -</u>
3 Year 3 (optional)	430,670	LB	\$ <u>1.30</u>	\$ <u>559,871. -</u>

B. CRACK AND JOINT SEALING PCC PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	3,500	LB	\$ <u>2.40</u>	\$ <u>8400. -</u>
2 Year 2 (optional)	22,657	LB	\$ <u>2.47</u>	\$ <u>55,962.79</u>
3 Year 3 (optional)	3,500	LB	\$ <u>2.55</u>	\$ <u>8925. -</u>

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Fiber-Asphalt Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	162,880	LB	\$ <u>1.18</u>	\$ <u>192,198.40</u>
2 Year 2 (optional)	185,880	LB	\$ <u>1.22</u>	\$ <u>226,773.60</u>
3 Year 3 (optional)	161,880	LB	\$ <u>1.32</u>	\$ <u>213,681.60</u>

D. SEAL COAT BIKE PATH

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Bike Path per the specifications identified herein- Year 1	0	SY	\$ <u>.72</u>	\$ <u>0.00</u>
2 Year 2 (optional)	15,100	SY	\$ <u>.67</u>	\$ <u>10,117.-</u>
3 Year 3 (optional)	12,500	SY	\$ <u>.72</u>	\$ <u>9,000.-</u>

E. SEAL COAT PARKING LOT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Parking Lot per the specifications identified herein- Year 1	7,648	SY	\$ <u>.93</u>	\$ <u>7,112.64</u>
2 Year 2 (optional)	284,012	SY	\$ <u>.72</u>	\$ <u>204,488.64</u>
3 Year 3 (optional)	21,100	SY	\$ <u>.70</u>	\$ <u>14,770.-</u>

F. PARKING LOT PAINT PAVEMENT MARKING - LINE 4"

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking - Line 4" per the specifications identified herein- Year 1	1,996	FT	\$ <u>.22</u>	\$ <u>439.12</u>
2 Year 2 (optional)	10,636	FT	\$ <u>.24</u>	\$ <u>2552.64</u>
3 Year 3 (optional)	3,396	FT	\$ <u>.26</u>	\$ <u>882.96</u>

G. PARKING LOT PAINT PAVEMENT MARKING – LETTERS & SYMBOLS

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Parking Lot Paint Pavement Marking – Letters & Symbols per the specifications Identified herein- Year 1	100	SF	\$ <u>3.65</u>	\$ <u>365.-</u>
2	Year 2 (optional)	500	SF	\$ <u>3.80</u>	\$ <u>1900.-</u>
3	Year 3 (optional)	200	SF	\$ <u>3.95</u>	\$ <u>790.-</u>

H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Traffic Control and Protection – DuPage County- Year 1	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
2	Year 2 (optional)	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
3	Year 3 (optional)	1	LSUM	\$ <u>1500.-</u>	\$ <u>1500.-</u>

BASE BID – YEAR 1 TOTALS

\$ 738,196.46

i. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
DuPage County	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
City of Elmhurst	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
Village of Lombard	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Villa Park	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of West Chicago	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Woodridge	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %

J. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item	Unit	ADDITIONAL UNIT PRICE*
1 Seal Coat Parking Lot Parking Lot	SY	\$ <u>.96</u>
2 Paint Pavement Marking - Line 4"	FT	\$ <u>.28</u>
3 Parking Lot Paint Pavement Marking - Letters & Symbols	SF	\$ <u>5.00</u>


*The additional unit price above is to be added to the corresponding item in Sections E., F., or G. if the LPA requires the Contractor to perform the work on a Saturday.

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Denler, Inc.
Typed/Printed Name: David J. Denler Date: 3/19/19
Title: President Telephone Number: 708 479 5005
E-mail ddenler@denlerinc.com

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

LOCAL PUBLIC AGENCIES - STATE OF ILLINOIS

MARCH 2019

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state or its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
 - 4.1.1 The LPA shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the LPA. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the LPA by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."
- 6.0. **DRUG FREE WORK PLACE**
- 6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 6.1.1 Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.1.2 Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
- 6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act..

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 PATRIOT ACT COMPLIANCE

8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for LPAs as identified in Bidder Qualifications.

Agency: Village of Lombard
Address: 1051 S. Hammerschmidt
City, State, Zip Code: Lombard, IL
Contact Person/
Telephone Number: Tom Dixon
630 620 5740
Dates of Service/Award
Amount: 2018 - 100K

Agency: Village of Romeoville
Address: 13 Montrose Dr.
City, State, Zip Code: Romeoville, IL
Contact Person/Telephone
Number: Eric Bjork
815 866 1670
Dates of Service/Award
Amount: 300K - 2018

Agency: Village of Buffalo Grove
Address: 51 Ravpp Blvd
City, State, Zip Code: Buffalo Grove, IL
Contact Person/
Telephone Number: Hyle Johnson
677 454 2523
Dates of Service/Award
Amount: 2018 - 75K

Agency: City of Naperville
Address: 400 S. Eagle St.
City, State, Zip Code: Naperville, IL
Contact Person/
Telephone Number: Dan Santos
630 - 305 - 3204
Dates of Service/Award
Amount: 2018 - 350K

Agency: IPOT
Address: 2300 S. Dirksen Pkwy
City, State, Zip Code: Springfield, IL
Contact Person/
Telephone Number: Pat Fornia
309 573 8777
Dates of Service/Award
Amount: 2017 - 300K

DISQUALIFICATION OF CERTAIN BIDDERS

(i)


PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.


By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



 (Signature of Bidder if the Bidder is an Individual)
 (Signature of Partner if the Bidder is a Partnership)
 (Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019



 Notary Public
 OFFICIAL SEAL
 DEAN MARSTELLER
 NOTARY PUBLIC - STATE OF ILLINOIS
 COMMISSION EXPIRES: 05/19/21

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

David J. Nenter

, being first duly sworn,

deposes and says that he is President
(Partner, Officer, Owner, Etc.)

of Nenter, Inc.
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Signature]

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 14 day of March, 2019

[Signature]



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

David J. Nealer, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Local Public Agency identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Woodridge may disqualify the bid or the affected Local Public Agency may void any award and acceptance that the Local Public Agency has made.

[Signature]
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 1st day of March, 2019

[Signature]
Notary Public
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/19/24

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

David J. Deuler, being first duly sworn, deposes and says that (s)he is
President of Deuler, Inc.
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Local Public Agencies identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Local Public Agency to recover all amounts paid to the individual or entity under the contract in civil action.

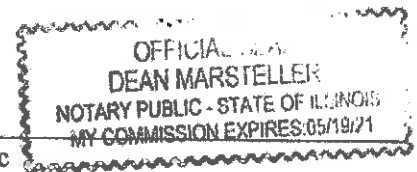
David J. Deuler

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019

Dean Marsteller
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

PARTICIPATION AFFIDAVIT

David J. Neuler, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is

President of Neuler, Inc.
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

David J. Neuler
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019

Dean Marsteller
OFFICIAL SEAL
DEAN MARSTELLER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/15/2021
Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/19/19

Bid/Contract/PO#: 2019-07

Company Name: Denier, Inc.	Company Contact: David J. Denier
Contact Phone: 708 479 5005	Contact Email: denier@denierinc.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - if no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - if no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at: <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

David J. Denier

Printed Name

David J. Denier

Title

President

Date

3/19/19

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.



Signature

David J. Deater

Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

APPENDIX A
AGREEMENT ACCEPTANCE

RFB #2019-07
CRACK SEALING SERVICES

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [insert Local Public Agency name] ("Owner") this 21 day of March, 2019.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid . Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: Am M
Title: President

This Contract is made this ____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and _____ (Hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Unit Pricing for the 2019 Sidewalk/Driveway/Apron and Curb and Gutter Concrete Replacement Program

(Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the

CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

AGENDA MEMO
Municipal Services Meeting
April 22, 2019

ISSUE STATEMENT

Approval of a **resolution** authorizing the Mayor to accept a proposal from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants, in an amount not to exceed \$5,000 for an intersection evaluation and traffic signal warrant study at Clarendon Hills Road and 67th Street.

BACKGROUND

The City Council has recently directed Staff to provide an engineering agreement for a study to be conducted at the intersection of 67th Street and Clarendon Hills Road. The purpose of the study is to determine whether additional roadway modifications and/or traffic control enhancements should be implemented. During the last two years, the Village of Willowbrook conducted a similar study through a federal grant process and the traffic signal, as it pertains to the grant was not warranted.

The proposed engineering study, labeled and attached, as **Attachment A**, would authorize KLOA to proceed with the following:

1. A field reconnaissance of the intersection and the area will be conducted to ascertain the physical and operating conditions of the intersection.
2. Fourteen-hour (6:00 A.M. to 8:00 P.M.) vehicle, bicycle, and pedestrian counts will be conducted on a weekday at the intersection of Clarendon Hills Road with 67th Street.
3. Crash data for the past five years will be collected and tabulated to determine if the type, number, and frequency of crashes warrant a traffic signal.
4. Projected traffic volumes at the subject intersection will be estimated based on future development growth in the area and projections provided by the Chicago Metropolitan Agency for Planning (CMAP).
5. The existing and projected traffic volumes, pedestrian volumes, and crash data will be checked against the appropriate warrants to determine if a traffic signal is warranted
6. Capacity analyses will be conducted at the subject intersection to determine how the intersection operates under existing and projected conditions assuming alternative traffic control (i.e. two-way stop sign control, all-way stop sign control, and traffic signal control). Based on the results of the capacity analyses and the traffic signal warrant analyses, recommendations will be developed regarding the most appropriate traffic control at the intersection as well as intersection modifications and/or improvements, if any, that might be required to accommodate existing and future traffic needs.

67th Street and Clarendon Hills Road Intersection Study

April 22, 2019

Page 2

Upon completion of the study, KLOA and staff will provide a report to the City Council for further review, implementation and direction.

The proposed engineering study was not contemplated for the FY 19/20 Budget. Staff is requesting that the funds for the engineering study be processed through the following line item account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY19-20 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-10-4330	CONTINGENCY	\$ 10,000	\$ 5,000	\$ 5,000

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants, in an amount not to exceed \$5,000 for an intersection evaluation and traffic signal warrant study at Clarendon Hills Road and 67th Street.

ALTERNATE CONSIDERATION

Not approving the resolution and consider the schedule as follows:
Engineering Study FY 20/21

DECISION MODE

This item will be placed on the agenda for the May 6, 2019 City Council agenda for formal approval.

April 1, 2019

Mr. Daniel Gombac
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Re: Intersection Evaluation and Traffic Signal Warrant Study
Clarendon Hills Road with 67th Street

Dear Mr. Gombac:

As requested, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) is pleased to submit this proposal to conduct an intersection evaluation and traffic signal warrant study regarding the intersection of Clarendon Hills Road with 67th Street in Darien, Illinois. The intersection is located in the northeast portion of Darien on the boundary of the City of Darien and the Village of Willowbrook. Currently, separate left-turn lanes are provided on all legs of the intersection except the west leg and the 67th Street legs are under stop sign control.

Scope of Services

We have developed a scope of services based on our experience in the area and our understanding of the traffic signal warrant requirements as outlined in the *Manual on Uniform Traffic Control Devices* (MUTCD). This scope of services will evaluate how the intersection is currently and projected to operate under alternative traffic control, determine whether a traffic signal is warranted at the subject intersection based on existing and future traffic conditions, and identify the necessary roadway improvements, if any, to accommodate the traffic signal.

1. A field reconnaissance of the intersection and the area will be conducted to ascertain the physical and operating conditions of the intersection.
2. Fourteen-hour (6:00 A.M. to 8:00 P.M.) vehicle, bicycle, and pedestrian counts will be conducted on a weekday at the intersection of Clarendon Hills Road with 67th Street.
3. Crash data for the past five years will be collected and tabulated to determine if the type, number, and frequency of crashes warrant a traffic signal.
4. Projected traffic volumes at the subject intersection will be estimated based on future development growth in the area and projections provided by the Chicago Metropolitan Agency for Planning (CMAP).
5. The existing and projected traffic volumes, pedestrian volumes, and crash data will be checked against the appropriate warrants to determine if a traffic signal is warranted.

6. Capacity analyses will be conducted at the subject intersection to determine how the intersection operates under existing and projected conditions assuming alternative traffic control (i.e. two-way stop sign control, all-way stop sign control, and traffic signal control). Based on the results of the capacity analyses and the traffic signal warrant analyses, recommendations will be developed regarding the most appropriate traffic control at the intersection as well as intersection modifications and/or improvements, if any, that might be required to accommodate existing and future traffic needs.
7. The results of the study will be summarized in a memorandum report.
8. We will attend meetings and/or hearings when requested.

Time of Performance

The tasks described in the scope of services can be completed within three to four weeks of receipt of a signed copy of this letter of agreement.

Meetings and/or hearings will be attended as arranged during advance requests by you. For formal meetings at which presentations may be required, it is desired that 7 to 10 days' advance notice be given to KLOA, Inc.

Cost of Services

The cost of services rendered by KLOA, Inc. on this project will be based on our hourly rates currently in effect, plus reimbursement at cost for direct expenses such as traffic counts, travel, reproduction, etc. Based on our experience in similar studies, the cost for our professional staff time and services and direct expenses for Items 1 through 7 will not exceed \$5,000. The cost to attend any meetings and/or hearings as described in Item 8 will be itemized separately on our invoices and are in addition to the costs estimated above. Hourly rates for a Principal of KLOA, Inc. to attend daytime meetings is \$225 and to attend evening hearings is \$305.

Next Steps

Assuming a signal is required at the subject intersection, KLOA, Inc. can provide you with the following services as needed:

1. Intersection Design Study (IDS) to determine the geometric changes necessary to accommodate the traffic signal.
2. Traffic Signal Design plans for the traffic signal.

When appropriate, KLOA, Inc. can provide you with a fee proposal to prepare these additional services.

Mr. Daniel Gombac
April 1, 2019
Page 3

Method of Payment

Invoices for services rendered will be submitted every two weeks and will reflect the charges incurred on the project during the previous period. Invoices will show staff time and expenses separately. Invoices are due and payable within 30 days of the invoice date. Payments due KLOA, Inc. are not contingent upon project approval or project financing and are the responsibility of the City of Darien. To the maximum extent provided by law, the City of Darien agrees to limit Kenig, Lindgren, O'Hara, Aboona, Inc.'s liability for the City of Darien's damages up to the sum of the total fee on this project. This limitation should apply regardless of the cause of action or legal theory pled or asserted.

We are pleased to have this opportunity to offer our professional services to the City of Darien and will initiate our services on this project upon receipt of a signed copy of this letter of agreement.

Sincerely,

KENIG, LINDGREN, O'HARA, ABOONA, INC.



Michael A. Werthmann, PE, PTOE
As its Principal
and Contracting Officer

ACCEPTED AND APPROVED THIS

____ DAY OF _____, 2019

(Signature)

(Typed/Printed Name)

Authorized to Execute Agreements for:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM KENIG, LINDGREN, O'HARA, ABOONA, INC. (KLOA), TRAFFIC-ENGINEERING CONSULTANTS, IN AN AMOUNT NOT TO EXCEED \$5,000 FOR AN INTERSECTION EVALUATION AND TRAFFIC SIGNAL WARRANT STUDY AT CLARENDON HILLS ROAD AND 67TH STREET.

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants, in an amount not to exceed \$5,000 for an intersection evaluation and traffic signal warrant study at Clarendon Hills Road and 67th Street, 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 6th day of May 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of May 2019.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

April 1, 2019

Mr. Daniel Gombac
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Re: Intersection Evaluation and Traffic Signal Warrant Study
Clarendon Hills Road with 67th Street

Dear Mr. Gombac:

As requested, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) is pleased to submit this proposal to conduct an intersection evaluation and traffic signal warrant study regarding the intersection of Clarendon Hills Road with 67th Street in Darien, Illinois. The intersection is located in the northeast portion of Darien on the boundary of the City of Darien and the Village of Willowbrook. Currently, separate left-turn lanes are provided on all legs of the intersection except the west leg and the 67th Street legs are under stop sign control.

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1. A field reconnaissance of the intersection and the area will be conducted to ascertain the physical and operating conditions of the intersection.
2. Fourteen-hour (6:00 A.M. to 8:00 P.M.) vehicle, bicycle, and pedestrian counts will be conducted on a weekday at the intersection of Clarendon Hills Road with 67th Street.
3. Crash data for the past five years will be collected and tabulated to determine if the type, number, and frequency of crashes warrant a traffic signal.
4. Projected traffic volumes at the subject intersection will be estimated based on future development growth in the area and projections provided by the Chicago Metropolitan Agency for Planning (CMAP).
5. The existing and projected traffic volumes, pedestrian volumes, and crash data will be checked against the appropriate warrants to determine if a traffic signal is warranted.

6. Capacity analyses will be conducted at the subject intersection to determine how the intersection operates under existing and projected conditions assuming alternative traffic control (i.e. two-way stop sign control, all-way stop sign control, and traffic signal control). Based on the results of the capacity analyses and the traffic signal warrant analyses, recommendations will be developed regarding the most appropriate traffic control at the intersection as well as intersection modifications and/or improvements, if any, that might be required to accommodate existing and future traffic needs.
7. The results of the study will be summarized in a memorandum report.
8. We will attend meetings and/or hearings when requested.

Time of Performance

The tasks described in the scope of services can be completed within three to four weeks of receipt of a signed copy of this letter of agreement.

Meetings and/or hearings will be attended as arranged during advance requests by you. For formal meetings at which presentations may be required, it is desired that 7 to 10 days' advance notice be given to KLOA, Inc.

Cost of Services

The cost of services rendered by KLOA, Inc. on this project will be based on our hourly rates currently in effect, plus reimbursement at cost for direct expenses such as traffic counts, travel, reproduction, etc. Based on our experience in similar studies, the cost for our professional staff time and services and direct expenses for Items 1 through 7 will not exceed \$5,000. The cost to attend any meetings and/or hearings as described in Item 8 will be itemized separately on our invoices and are in addition to the costs estimated above. Hourly rates for a Principal of KLOA, Inc. to attend daytime meetings is \$225 and to attend evening hearings is \$305.

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1. Intersection Design Study (IDS) to determine the geometric changes necessary to accommodate the traffic signal.
2. Traffic Signal Design plans for the traffic signal.

When appropriate, KLOA, Inc. can provide you with a fee proposal to prepare these additional services.

Mr. Daniel Gombac
April 1, 2019
Page 3

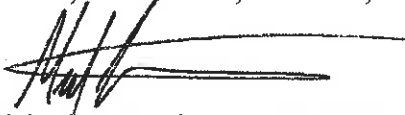
Method of Payment

Invoices for services rendered will be submitted every two weeks and will reflect the charges incurred on the project during the previous period. Invoices will show staff time and expenses separately. Invoices are due and payable within 30 days of the invoice date. Payments due KLOA, Inc. are not contingent upon project approval or project financing and are the responsibility of the City of Darien. To the maximum extent provided by law, the City of Darien agrees to limit Kenig, Lindgren, O'Hara, Aboona, Inc.'s liability for the City of Darien's damages up to the sum of the total fee on this project. This limitation should apply regardless of the cause of action or legal theory pled or asserted.

We are pleased to have this opportunity to offer our professional services to the City of Darien and will initiate our services on this project upon receipt of a signed copy of this letter of agreement.

Sincerely,

KENIG, LINDGREN, O'HARA, ABOONA, INC.



Michael A. Werthmann, PE, PTOE
As its Principal
and Contracting Officer

ACCEPTED AND APPROVED THIS

____ DAY OF _____, 2019

(Signature)

(Typed/Printed Name)

Authorized to Execute Agreements for:

AGENDA MEMO
Municipal Services Committee
April 22, 2019

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, Public Surplus, or disposed of:

	ITEM	VIN/MODEL#	QUANTITY	EXPLANATION
	Unit #106 2007 Sterling 13 ton dump with spreader Miles: 53688	2FZHATBS68AZ85262		
1	12' Wausau Plow	Model# HSS4211H Serial# 59699	1	Replaced
2	HTC Inc Gravel Spreader	Model# 1200 Serial # 1B0843	1	Replaced

Staff is asking for a minimum bid of \$5000 for the Sterling truck at auction.

STAFF RECOMMENDATION

Staff recommends the above be declared surplus property and auctioned using Public Surplus or disposed of.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the May 6, 2019 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 ____ DAY OF _____

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this ____
day of _____, 2019.**

ORDINANCE NO. _____

**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 Public Surplus or disposing of said property.

	UNIT	ITEM	VIN/MODEL#	QUANTITY	EXPLANATION
		2007 Sterling 13 ton dump with spreader Miles: 53688	2FZHATBS68AZ85262		
1	106	12' Wausau Plow	Model# HSS4211H Serial# 59699	1	Replaced
2		HTC Inc Gravel Spreader	Model# 1200 Serial # 1B0843	1	Replaced

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 Public Surplus 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.

ORDINANCE NO. _____

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 ____ day of _____

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,

ILLINOIS, this ____ day of _____

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
April 22, 2019

ISSUE STATEMENT

Approval of a resolution to enter into a contract agreement with Compass Mineral America Inc. for the purchase of rock salt in an amount not to exceed \$203,142.08.

BACKGROUND/HISTORY

The rock salt is utilized by the Municipal Services Department for street de-icing operations during the snow season. The City continues to partner with the County of DuPage for the purchase of rock salt. Recently, the County has opened sealed bids and the lowest competitive unit price was Compass Mineral America Inc. in the amount of \$82.96 per ton. The price per ton last year was \$67.15 is approximately 20% more than last year's cost per ton. The proposed increase was not anticipated.

As part of the joint contract, the City committed to receive up to 2700 tons of salt and is obligated to take 2,400 tons. The FYE 19/20 budget called out for an expense in the amount of \$161,160, (2400 tons X \$67.15 per ton). Per the contract requirements and pending winter conditions the line item may be over budget by approximately 460 tons, at a value of \$38,000, therefore increasing the expense to approximately \$199,160. Pending winter conditions the department has the ability to take an additional 700 tons (3100 total) of sodium chloride salt. The Darien Park District and Center Cass School District #66 will be purchasing up to 40 and 8 tons respectively of rock salt not to exceed \$3,318.40 and \$663.68.

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19-20 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
03-60-4249	CITY OF DARIEN 1943 Tons	\$161,160.00	\$199,160.00	(\$38,000)
01-30-4249	DARIEN PARK DISTRICT - REIMBURSABLE 40 Tons	N/A	\$ 3,318.40	N/A
01-30-4249	CENTER CASS SCHOOL DIST 66 - REIMBURSABLE 8 Tons	N/A	\$ 663.68	N/A
TOTAL COSTS			\$203,142.08	(\$38,000)

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Compass Mineral America Inc. for the purchase of rock salt in an amount not to exceed \$203,142.08.

ALTERNATE CONSIDERATION

Not approving the contract.

DECISION MODE

This item will be placed on the May 6, 2019 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO A CONTRACT AGREEMENT WITH DETROT SALT FOR THE PURCHASE OF ROCK SALT IN AN AMOUNT NOT TO EXCEED \$203,142.08

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 a contract agreement with Detroit Salt for the purchase of rock salt in an amount not to exceed \$203,142.08 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 6th day of May, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 6th day of May, 2019.

MAYOR

KATHLEEN MOESLE WEAVER,

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The County of DuPage
 Finance – Procurement 3-400
 421 North County Farm Road,
 Wheaton, Illinois 60167-3978

**THE COUNTY OF DUPAGE
 NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received, and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before April 4, 2019 at 2:00 p.m. at Finance Department – Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60167-3978 for the following contract: BULK ROCK SALT 19-048-DOT. Bid document, including specifications, may be obtained from the Finance Department by phone at 630-407-6181 or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by email or facsimile (fax) will not be accepted.

Date	Bid Event Activity
March 18, 2019	Legal Notice Advertisement Placed
March 25, 2019 3:00 pm CST	Questions due to Buyer Email: Joan.mcavoy@dupageco.org
March 28, 2019 3:00pm CST	Final Q&A Addendum Published
April 4, 2019 2:00 pm CST	Submittals Due to Finance Office

TABLE OF CONTENTS

SECTION 1 - PROJECT INFORMATION	3
SECTION 2 - INSTRUCTIONS TO BIDDERS	4
SECTION 3 - GENERAL CONDITIONS	8
SECTION 4 - SPECIAL CONDITIONS	12
SECTION 5 - INSURANCE REQUIREMENTS	14
SECTION 6 - SPECIFICATIONS	16
SECTION 7 - MANDATORY FORMS	23
BID FORM	23
BID FORM PRICING	25
BID FORM SIGNATURE PAGE	26
W9 FORM	28
VENDOR ETHICS DISCLOSURE	29
REFERENCES	29
SECTION 8 - SAMPLE CONTRACT AGREEMENT	31
SECTION 9 - ENVELOPE LABEL	33

SECTION 1 - PROJECT INFORMATION

PROJECT NAME:	BULK ROCK SALT
USER DEPARTMENT:	DIVISION OF TRANSPORTATION

√	SUBMITTAL CHECKLIST
	ORIGINAL BID WITH ONE (1) BUSINESS CARD ATTACHED AND ONE COPY
	ADDENDA NUMBER ACKNOWLEDGED ON BID FORM, IF APPLICABLE
	BID SECURITY/BID BOND FOR GROUP 1 – 5% SUBMITTED WITH BID
	ALL MANDATORY FORMS

AWARDED CONTRACTOR REQUIREMENTS	
BID SECURITY/BID BOND FOR GROUP 1	5% SUBMITTED WITH BID
PERFORMANCE PAYMENT BOND	20%, DUE WITHIN 10 DAYS OF NOTICE OF AWARD
CERTIFICATE OF INSURANCE	DUE WITHIN 15 DAYS OF NOTICE OF AWARD.
ILLINOIS SECRETARY OF STATE CORPORATE/LLC CERTIFICATE OF GOOD STANDING FOR CURRENT YEAR	DUE WITH BID SUBMITTAL. http://www.cyberdriveillinois.com/departments/business_services/howdof.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at www.DemandStar.com or www.co.dupage.il.us, as well as from the Buyer listed in this document.

Businesses without Internet access may contact the Buyer listed on page 1.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive an automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will prevail.

ON-LINE PROVIDER DISCLAIMER:

DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

BID REQUIREMENTS:

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your Bid Response for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized.

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS," is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature and bid must be clearly marked as an ALTERNATE.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Officer of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications, and the Procurement Officer's decision will be final and binding.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

COMPETITION INTENDED:

It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be received by the Buyer no later than seven (7) days prior to the date set for bids to close.

CONFORMANCE WITH ILLINOIS STATE LAW:

By submitting a response, bidder [offeror] certifies that it has obtained any and all required authorizations, certifications, and/or licenses required by law in order to perform the work described herein and transact business within the State of Illinois. This includes, but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

DEVIATIONS:

The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

EXCEPTIONS:

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being accepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

EXAMINATION BY BIDDER:

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

ELECTRONIC TRANSMITTALS:

Facsimile and/or e-mail transmitted bids will not be accepted by the County of DuPage.

INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Bidder is uncertain as to the meaning of any part of the specifications of this ITB, the Bidder is expected to contact the Procurement Services Division up to the deadline listed on the Project Information page for Exceptions to Bids.

PREPARATION OF BIDS:

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate the same on the proposal pricing page. The Bidder must bid in accordance with the unit(e) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of the number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "in Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by anyone other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Officer shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

SUBMISSION OF BIDS:

The Bidder shall be responsible for delivery of bids to the Procurement Services Division before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the County's internal mailroom system.

PROPRIETARY INFORMATION:

Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

CONTRACT AWARD INFORMATION:

The successful bidder will be asked to sign a contract agreement (sample attached).

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail, e-mail or fax. Award status can be viewed at www.DemandStar.com.

Response summaries will be available over the internet at www.DemandStar.com. This summary information will include bids that were delivered by the required bid opening date and time.

The above bid status information can also be obtained by contacting the Buyer

SECTION 3 - GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):

If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addendum a minimum of forty-eight (48) hours in advance of the bid deadline.

APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

CHANGES:

The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMMENCEMENT OF WORK:

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

COMMUNICATIONS:

To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions will be answered within two (2) business days via email with a return reply acknowledging receipt of the email requested. Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

All contact with the Buyer issuing this solicitation, regarding this document, must be in writing by email; email "Subject:" line must contain Bid Number.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

CONTRACTOR PERFORMANCE:

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the

Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

DISCIPLINE:

Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

ENDORSEMENTS:

Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

F.O.B.:

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

FORCE MAJEURE:

The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

HOLDING OF BIDS:

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

INDEMNITY:

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whatsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited due to the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. due to indemnification or insurance.

LAW GOVERNING:

The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

LOBBYIST REGISTRATION:

Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

MSDS:

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

MISCELLANEOUS REQUIREMENTS:

The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 506, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

PROTEST:

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Procurement Officer. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The procurement Officer will respond to the written protest within seven (7) days. The Procurement Officer's decision relative to the protest shall be final.

Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

RESERVATION OF RIGHTS:

The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

TAX:

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

TERMINATION, CANCELLATION AND DAMAGES:

This contract may be terminated upon mutual agreement of both parties.

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to correct before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges, provided Contractor received at least thirty (30) days prior written notice of termination.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

VENUE:

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

BID SECURITY/PERFORMANCE BOND – GROUP 1 ONLY

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc? The approximate quantity usage is unknown

YES _____ NO X

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

none

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

RENEWAL & EXTENSION:

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and if such renewals are mutually agreed to by both parties. In no event, shall the term plus renewals exceed four (4) years.

SPLIT BIDS:

Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

CANCELLATION:

The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract;
- b) The Contractor fails to adequately perform the services set forth of this contract;
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in

the County resorting to any single or combination of the following remedies:

- a) Cancel the contract;
- b) Reserve all rights or claims of damage for breach or any covenants of the contract;
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

THIRD PARTY AGREEMENT

The County shall not enter a third party rental agreement and reserves the right to disqualify a vendor so bidding.

USAGE REPORTS:

Vendor may be required to submit a semi-annual report on orders placed against this contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Darcie Garza 140 North County Farm Road Wheaton, IL 60187
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VENDOR QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

SECTION 5 - INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County and licensed to do business in the State of Illinois, and with a minimum insurance rating of A-VII as found in the current edition of A.M. Best's Key Rating Guide. All required insurance shall be maintained by the contractor in full force and effect during the life of the contractor, and until such a time as all work has been approved and accepted by the County. The Contractor is responsible for all insurance deductibles and Self-Insured relations.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$ 1,000,000
	B. Each Employee-disease	\$ 1,000,000
	C. Policy Aggregate-disease	\$ 1,000,000
3.	* Commercial General Liability	
	A. Per Occurrence	\$ 2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$ 2,000,000
	2. General Aggregate - Products/ Completed Operations	\$ 2,000,000
4.	Personal and Advertising Injury	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
5.	Fire Legal Liability (any one fire)	\$ 100,000
6.	Medical Expense (any one person)	\$ 5,000
7.	* Umbrella Excess Liability (over primary)	\$ 1,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$ 1,000,000
8.	* Business Auto Liability	\$ 1,000,000

***In addition to a Certificate of Insurance the following Endorsements are needed:**

"Additional Insured" Endorsement,

"Waiver of Subrogation" and

"Insurance is Primary and Non-Contributory to additional Insured" Excess must Follow GL Form.

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:**
- A) it is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.**
 - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.**
 - C) No work shall be started until receipt of Certificate of Insurance.**

The County of DuPage shall be named as additionally insured on all certificates of insurance.

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractor's failure to provide and maintain the required insurance.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

RIGHTS RETAINED:

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

Insurance certificates must reference project name and BID NUMBER

The County of DuPage shall be named in "Description of Operations..." section, as additionally insured on all certificates of insurance. Insurance certificates shall also reference PROJECT NAME and BID NUMBER.

coverages should be emailed (and hard copy mailed) to:

DuPage County Procurement Services Division
421 N. County Farm Road, 3-400
Wheaton, IL 60187
dthompson@dupageco.org

SECTION 6 - SPECIFICATIONS
BID #19-048-DOT
BULK ROCK SALT

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

The County authorized representative for this bid is Darcie Garza, CPPB, reachable at 630-407-6920 or her authorized designee.

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be

made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From December 1, 2019 through April 30, 2020, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 - DuPage County will place a minimum of 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2018. All salt will be delivered by May 31, 2020. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/19. Bidders are required to provide a unit price for this 100% guaranteed delivery (EARLY DELIVERY). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2019. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

PRICING:

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions) Similar conditions will apply to Group 2.

GROUP 1 - DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

STANDARD DELIVERY - Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	20,000 TONS	\$ 82.96 /TON	\$ 1,659,200. ⁰⁰
TOTAL GROUP 1-B			\$ 1,659,200. ⁰⁰

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
 \$ 102.96 PER TON

TOTAL GROUP 1	\$ 1,659,200. ⁰⁰
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SHIPPING AND BILLING INFORMATION:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Bleck 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-8930 FX: (630) 407-8932	DuPage County Division of Transportation Attn: Darci Garza, CPPS 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-8920 FX: (630) 407-8921
Sams	DuPage County Public Works Attn: Darci Garza, CPPB 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-8920 FX: (630) 407-8921

GROUP 2 – TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2019

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	11,700 TONS	\$ 82.96 /TON	\$ 970,632. ⁰⁰
TOTAL GROUP 2 -A			\$ 970,632. ⁰⁰

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Township/ Municipality does not utilize or order the 80%, the Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Township/Municipality.

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	60,820 TONS	\$ 82.96 /TON	\$ 5,045,627. ⁰⁰
TOTAL GROUP 2 -B			\$ 5,045,627. ⁰⁰

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE
 \$ 102.96 PER TON

Location	Bill To:	Ship To:	A-100% Confirmed Quantities -- Delivery before November 30, 2019	90-130% Estimated Quantities -- Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	300	700
Addison, Village of	1481 W. Jeffrey Drive Addison, IL 60101-4331	1481 W. Jeffrey Drive Addison, IL 60101-4331		2100
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504		7500
Bartlett, Village of	1150 Bittersweet Drive Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103		1000
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60105	717 E. Jefferson St. Bensenville, IL 60105		1000
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60103	6N030 Rosedale Ave. Bloomington, IL 60103		1500
Village of Bloomington	201 S. Bloomington Rd Bloomington, IL 60108	388 Glen Ellyn Road Bloomington, IL 60108		2000
Burr Ridge, Village of	461 Commerce St. Burr Ridge, IL 60527	9400 Garfield Ave. Burr Ridge, IL 60527		1600
Carol Stream, Village of	124 Gerzevaks Lane Carol Stream, IL 60188	124 Gerzevaks Lane Carol Stream, IL 60188		2500
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514		400
Darien, City of	1702 Plainfield Road Darien, IL 60581	1041 S. Frontage Road Darien, IL 60581		3000
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	315 E. Quincy Westmont, IL 60559		1200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	5000	
DuPage Airport Authority	2700 International Drive, Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185		120
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137 1051 St. Charles Road Glen Ellyn, IL 60137	600	2000
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2041 Lake St Hanover Park, IL 60133		1500
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521		700
Itasca, Village of	550 W. Irving Park Road Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60142		1200

Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532		1200
Lisle, Village of	825 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532		1850
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1125 N. Gerfield Lombard, IL 60148		3500
Milton Township	23W040 Posa St. Glen Ellyn, IL 60137	23W040 Posa St. Glen Ellyn, IL 60137		2000
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	300	400
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oakbrook, IL 60523		600
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	3850	4500
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181		600
Warrenville, City of	38255 Menning Ave. Warrenville, IL 60555	38345 Mignin Drive Warrenville, IL 60555		1300
Wayne Township	4N220 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185		400
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 or 1360 W. Hawthorne Lane West Chicago, IL 60185	2000	2000
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559		1800
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60185		3300
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527		800
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	69040 Wynwood Road Winfield, IL 60190		850
Winfield Township	P.O. Box 617 West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185		2000
Wood Dale, City of	720 Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191		800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 7900 IL Route 53 Woodridge, IL 60517		2200
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148		1000

**SECTION 7 - MANDATORY FORMS
 BID FORM
 BID #18-048-DOT BULK ROCK SALT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Compass Minerals America Inc
Main Business Address	9800 West 108th Street, Suite 100
City, State, Zip Code	Overland Park, KS 66210
Telephone Number	800-323-1641 Opt 2 (Sales Manager), Opt 1 (Orders, Cust. Service)
Fax Number	913-338-7845 (Cust Service/Sales) or 913-433-9516 (Orders)
Bid Contact Person	Sean Lierz, Senior Sales Manager
Email Address	lierzs@compassminerals.com or highwaygroup@compassminerals.com

TO: The DuPage County Procurement Services

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member authorized to sign on behalf of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Anthony J Sepich, President, CEO & Sr VP, Salt
 (President or Partner)

Jon Schnieders : VP, Sales, Bulk Road Deicing
 (Vice-President or Partner)

Diana C Toman: Sr VP, General Counsel & Corp Secretary
 (Secretary or Partner)

James D Standen: CFO & Treasurer
 (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchases, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Winneton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, , and issued thereto;

Further, the undersigned proposee and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

attached

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

March 20, 2019

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Anthony J. Sepich	President; CEO; and Senior Vice President, Salt
James D. Standen	Chief Financial Officer and Treasurer
Diana C. Toman	Senior Vice President, General Counsel and Corporate Secretary
Jon Schmieders	Vice President, Sales, Bulk Road Deicing
Jason Haskell	National Sales Manager
Sean Lierz	Highway Sales Manager
Joel Gerdes	Highway Sales Manager
Douglas Dyer	Highway Sales Manager
Harrison Green	Highway Sales Manager
Matthew Denner	Sales Manager
Teressa Wilds	Sales Manager
Kendall Rooney	Customer Service Manager
Joe Uriell	Director, Sales Industrial
Zoe Vantzios	Assistant Secretary

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other

things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.


James D. Stander


Diana C. Tomas

BID FORM PRICING

COMPANY NAME: Compass Minerals America Inc

GROUP 1 - DuPAGE COUNTY

STANDARD DELIVERY:

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	20,000 TONS	\$ 82.96 /TON	\$ 1,659,200.00
TOTAL GROUP 1			\$ 1,659,200.00

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 160% OF PROJECTED USAGE
 \$ 102.96 PER TON

GROUP 2 - TOWNSHIPS/MUNICIPALITIES

A - EARLY DELIVERY:

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	11,700 TONS	\$ 82.96 /TON	\$ 970,632.00
TOTAL GROUP 2-A			\$ 970,632.00

B - STANDARD DELIVERY:

DESCRIPTION	QUANTITY	UNIT PRICE (PER TON)	EXTENDED PRICE
BULK ROCK SALT	60,820 TONS	\$ 82.96 /TON	\$ 5,045,637.20
TOTAL GROUP 2-B			\$ 5,045,637.20

UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 160% OF PROJECTED USAGE
 \$ 102.96 PER TON

TOTAL GROUP 2 (A+B)	\$ 6,016,269.20
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BID FORM SIGNATURE PAGE

The Contractor agrees to provide the services as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained.
Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

x *[Handwritten Signature]*
(Signature and Title)

CORPORATE SEAL
(if available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 1 day of April AD, 2019

[Handwritten Signature]
(Notary Public)

My Commission Expires: May 19, 2019



SEAL

REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

1. IRS FORM W-9

This form can be found attached, or at the following link:

<https://www.irs.gov/pub/irs-odt/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link:

<https://www.dupageco.org/Finance/Procurement/1316/>

Continuing Disclosure: It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department any time contributions are made to the Chairman or County Board Members after the most recent authorized contract action.

Failure to Comply: Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive. Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

Contribution: A gift, subscription, dues, loan, advance, or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Multi-year contracts: Contracts with a duration greater than 12 months require annual updates to be filed by the vendor with the user department and forwarded to Procurement. The reporting period should be the current and previous calendar years.

Prohibited Source: Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member, or employee (iii) conducts activities regulated by the Chairman, County Board member, or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member, or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has been contributed.

Attached

Form W-9 (Rev. November 2007) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form W-9 to the requester, the requester must file this form.

Form W-9 sections 1-7: Name, Address, Business type (Individual, Corporation, Partnership, etc.), Federal tax status, and other identifying information.

Section 10: Taxpayer Identification Number (TIN) and TIN matching section.

Section 11: Certification and Signature area.

General Instructions: Explain the purpose of Form W-9, how to fill it out, and list various forms that may be attached (e.g., Form 1099-DIV, Form 1099-INT).

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Compass Minerals America Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8900 West 105th St., Suite 100

6 City, state, and ZIP code
Overland Park, KS 66210

7 List account number(s) here (optional)

Requester's name and address (optional)

Part II Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
OR									
Employer identification number									
4	8	-	1	0	4	7	8	3	2

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: Signature of U.S. person ▶ *Mary Wells* Date ▶ *2/1/18*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: Bid 19-048-DOT

Company Name: Compass Minerals America Inc	Company Contact: Sean Lierz, Senior Sales Manager
Contact Phone: 913-344-9330 or 800-323-1844 Opt 2	Contact Email: lierzse@compassminerals.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owner, officers, managers, lobbyists, agents, consultants, bond owners and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - if no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					
x					

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - if no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	Sean Lierz, Senior Sales Manager	913-344-9330	lierzse@compassminerals.com
x	Julia Yates, Sales Support Coordinator	913-344-9117	yatesj@compassminerals.com

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at: <http://www.dupage.org/procurement/ethics>

I hereby acknowledge that I have read, understood, and agree to these requirements.

Authorized Signature

Printed Name

Title

Date

Jon E. Schneider
 V.P.
 4/11/19

Attach additional sheets if necessary. Sign each sheet and number each page. Page **N/A** of _____

(total number of pages)

REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required.

COMPANY NAME:	IL DOT District 1
ADDRESS:	201 W Center Court
	Schaumburg, IL 60198
CONTACT PERSON:	Michael LaBree
TELEPHONE NUMBER:	847-705-4177

COMPANY NAME:	McHenry CHD
ADDRESS:	18111 Nelson Road
	Woodstock, IL 60098
CONTACT PERSON:	Ed Markison
TELEPHONE NUMBER:	815-334-4973

COMPANY NAME:	Illinois Tollway
ADDRESS:	P O Box 3094
	Attn: Contract Admin.
	Lisle, IL 60532
CONTACT PERSON:	Marlene Nagel
TELEPHONE NUMBER:	630-241-6800 ext 3980

COMPANY NAME:	City of Crystal Lake
ADDRESS:	P O Box 587
	Crystal Lake, IL 60039
CONTACT PERSON:	Larry Zurek
TELEPHONE NUMBER:	815-356-3744

SECTION 8 - SAMPLE CONTRACT AGREEMENT
CONTRACT # 19-048-DOT BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2018, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3676 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #19-048-DOT for its Division of Transportation located at the DuPage County Center, 140 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Bid Invitation
- 1.1.b Project Information
- 1.1.c Instructions to Bidders
- 1.1.d General Conditions
- 1.1.e Special Conditions
- 1.1.f Insurance/Bonding Requirements and Certificates
- 1.1.g Bid Form (Including Certification/Proposal, Signature Affidavit Including Proposal Pricing)
- 1.1.h Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.i Exhibits
- 1.1.j County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom; i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period beginning on _____, 2018 and continuing through _____, 2018.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications.

2.3 in no event, shall the term plus renewals exceed four (4) years.

2.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

3.0 **BID PRICES AND PAYMENT**

3.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

3.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

4.0 **AMENDMENTS**

4.1 This Contract may be amended by mutual agreement.

4.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

5.0 **CONTRACT ENFORCEMENT – ATTORNEY'S FEES**

5.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the State Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

6.0 **SEVERABILITY CLAUSE**

6.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

7.0 **GOVERNING LAW**

7.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

8.0 **ENTIRE AGREEMENT**

8.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

8.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE, ILLINOIS

[CONTRACTOR]

By: _____
JAMES McGUIRE
PROCUREMENT OFFICER

By: SAMPLE -- DO NOT SIGN
AUTHORIZED SIGNATURE

TITLE

DATE

DATE

SECTION 9 - ENVELOPE LABEL

SEALED BID PROPOSAL

INVITATION #: 19-048-DOT
OPENING DATE: 04/04/2019
OPENING TIME: 2:00 P.M.
DESCRIPTION: BULK ROCK SALT
COMPASS MINERALS AMERICA INC.
COMPANY NAME: _____

DATED MATERIAL-DELIVER IMMEDIATELY

**PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL
TO HELP ENSURE PROPER DELIVERY!**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY ASEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Risk & Insurance Services 15 West South Temple, Suite 700 Salt Lake City, UT 84101 CN101918390-STND2-GAWUX-18- INSURED Compass Minerals 9900 W. 109th Street, Suite 100 Overland Park, KS 66210	CONTACT NAME: PHONE (A/C, No, Intl): FAX (A/C, No): E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22887</td> </tr> <tr> <td>INSURER S : ACE Property And Casualty Ins Co</td> <td>20889</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22887	INSURER S : ACE Property And Casualty Ins Co	20889	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** SEA-003283892-05 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

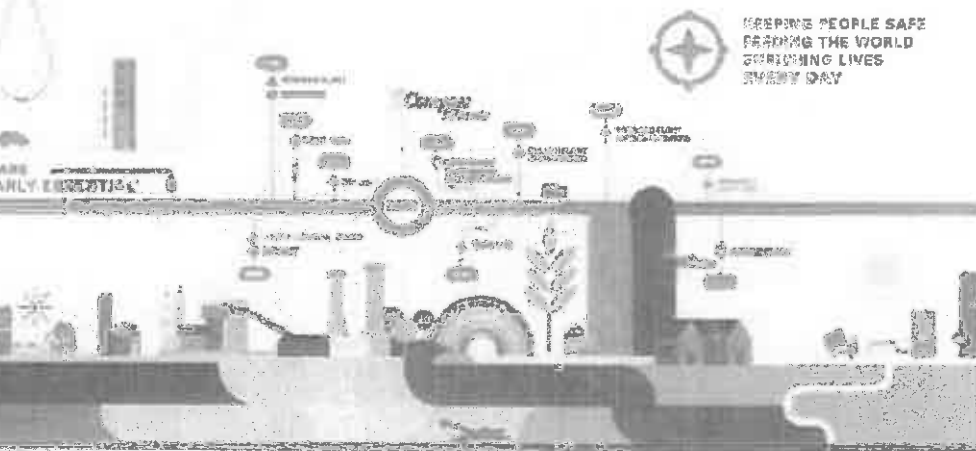
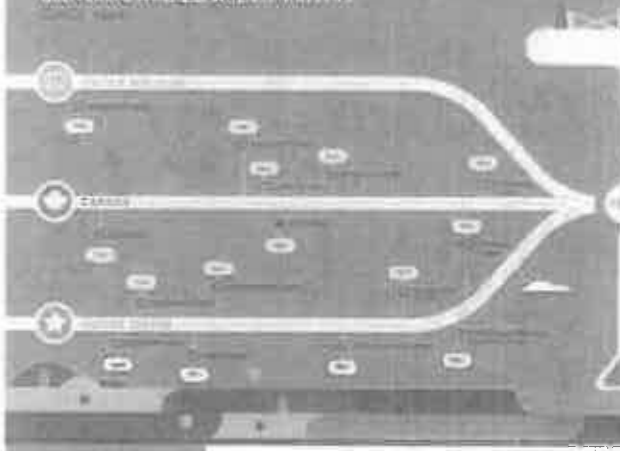
TYPE	TYPE OF INSURANCE	ADDITIONAL RISK	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$500,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X8LG2762943A	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISAH08888880	11/01/2018	11/31/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		G28187981003	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Identify in RH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M N	WLR048133854 (AOS) SCFC48133886 (WI)	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 2,000,000 E L DISEASE - EA EMPLOYEE \$ 2,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
DuPage County Procurement Services Division
Attn: Bruce Flowers, Buyer
421 north county farm road
wheaton, IL 60187

CERTIFICATE HOLDER DuPage County Procurement Services Division Attn: Bruce Flowers, Buyer 421 north county farm road wheaton, IL 60187	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Risk & Insurance Services: Tiffani Bennett <i>Tiffani Bennett</i>
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DELIVERING WHERE & WHEN IT MATTERS



THE BUSINESS OF COMPASS ENERGY

Compass Energy is a leading provider of energy services to businesses and municipalities. Our services include energy audits, energy efficiency programs, and renewable energy solutions.

Our services include energy audits, energy efficiency programs, and renewable energy solutions. We work with businesses and municipalities to reduce energy costs and improve sustainability.

With 66 years of experience, Compass Energy is a leader in the energy services industry. We have a proven track record of delivering high-quality services to our clients.

Compass Energy is committed to providing exceptional customer service and support. Our team of experts is dedicated to helping our clients achieve their energy goals.

Compass Energy is a member of The GreenSource Group, a leading provider of sustainable energy solutions. We are committed to reducing our carbon footprint and promoting clean energy.

Compass Energy is proud to be a part of the GreenSource Group. We are committed to providing our clients with the highest quality energy services.

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To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COMPASS MINERALS AMERICA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of APRIL A.D. 2019 .



Jesse White

SECRETARY OF STATE

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTE AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KING COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004792

You may verify this certificate online
at corp.delaware.gov/authver.shtm




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:01 PM 07/28/2014
FILED 04:01 PM 07/28/2014
SERV 181004732 - 2149843 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, *as* amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary



Goderich - US Bulk Deicing Salt

Product Data Sheet

Production Location
Goderich, Ontario - Canada

Product Description
Rock salt obtained by conventional mining methods, crushed, and screened to size.

Method of Analysis
American Society for Testing and Materials Procedures D632 and E634. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties
Bulk Density - 1220 kg/m³ (76 lb/ft³), average particle size 0.011"

Admixture
Yellow Prussiate of Soda (YPS) added - if requested by customer

Component	Formula	(%)	Ratio	Range
Sodium Chloride	NaCl	(95)	65.0	64.1 - 66.0
Calcium Chloride	CaCl ₂	(5)	0.7	0.0 - 0.5
Calcium Chloride	CaCl ₂	(5)	0.05	0.03 - 0.07
Magnesium Chloride	MgCl ₂	(1)	0.05	0.03 - 0.07
Sodium Sulfate	Na ₂ SO ₄	(0)	0.05	0.03 - 0.07
Water		(1)	0.0	0.00 - 0.1
Water Insoluble		(0)	0.0	0.0 - 0.5
Chlorides	Cl	ppm	2000	2000 - 10000
Sulfates	SO ₄	ppm	500	0 - 500
Sulfides	S	ppm	1000	0.000 - 2000

TYPICAL SCREEN ANALYSIS % Passing (99.7% Confidence)

0.063	0.075	0.088	99.5	95.0 - 100
0.15	0.175	0.194	97.2	90.0 - 100
0.25	0.28	0.307	78.5	60.0 - 90.0
0.425	0.475	0.508	47.8	25.0 - 60.0
0.75	0.84	0.942	27.5	10.0 - 30.0
1.18	1.33	0.002	10.0	0.0 - 20.0

Average Particle Size 0.011 inches (7.25 mesh)

USPS Code	Product Code	Net Product Code	Net Weight
	6215	62154	6215

Compass Minerals America Inc.
8900 West 168th Street - Suite 100
Overland Park, KS 66210
Phone 800-323-1841 Fax 800-309-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).

March 2019

Product Data Sheet

Production Location

Cote Blanche, Louisiana-USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 15% of product passes 30-mesh screen

Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl ₂	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 6535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO ₄	(%)	9285	2371 - 12273
Moisture	H ₂ O	(%)	0.18	0 - 1

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - (72 lbs/ft³)

Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1870	75.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11 mesh)

Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 87668-76080 7	7608	613824



SAFETY DATA SHEET

1. Product and Company Identification

Product identifier	Salt
Other means of identification	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard CwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 950 Safe Step Pro Series 670 Safe Step 6300 Enviro Blend Safe Step Pro Series 990 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
Recommended use	De-icer, General industrial and water softening/conditioning purpose. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200 CHEMTREC 1-800-424-9300 CANUTEC 1-813-998-6666

2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol:	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.

Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e. strong oxidizing agents (see Section 10)
Dispose!	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on Ingredients

Mixture

Composition comments The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire Fighting Measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	Chlorine, Hydrogen chloride, Oxides of sodium.
Explosion data	
Sensitivity to mechanical impact	Not available.
Sensitivity to static discharge	Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Restrict area to facilitate clean up.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling	Use care in handling/storage. Avoid breathing dust.
--------------------------------------	---

Conditions for safe storage, including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e. strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL. TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	If there is constant skin contact, rubber gloves are recommended.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Not applicable.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

9. Physical and Chemical Properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	White
Odor	Odorless
Odor threshold	Not applicable
pH	8 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits:	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable

Decomposition temperature Not applicable
Viscosity Not applicable

10. Stability and Reactivity

Reactivity None known.
Possibility of hazardous reactions No dangerous reaction known under conditions of normal use.
Chemical stability Material is stable under normal conditions.
Conditions to avoid Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials Strong oxidizing agents.
Hazardous decomposition products Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion Expected to be a low ingestion hazard.
Inhalation No adverse effects due to inhalation are expected.
Skin contact No adverse effects due to skin contact are expected.
Eye contact Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics

Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity Not classified.

Product	Species	Test Results
---------	---------	--------------

Salt (CAS Mixture)

Acute

Inhalation

LC50

Rat

21 mg/L, estimated

Skin corrosion/irritation

Prolonged skin contact may cause temporary irritation.

Exposure minutes

Not available.

Erythema value

Not available.

Oedema value

Not available.

Serious eye damage/eye irritation

Direct contact with eyes may cause temporary irritation.

Corneal opacity value

Not available.

Iris lesion value

Not available.

Conjunctival reddening value

Not available.

Conjunctival oedema value

Not available.

Recover days

Not available.

Respiratory or skin sensitization

Respiratory sensitization

Not available.

Skin sensitization

This product is not expected to cause skin sensitization.

Germ cell mutagenicity

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Mutagenicity

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

Teratogenicity

Not classified.

Specific target organ toxicity - single exposure

Not classified.

Specific target organ toxicity - repeated exposure

Not classified.

Aspiration hazard

Not classified.

Chronic effects:	Not classified.
Further information	This product has no known adverse effect on human health.
Name of Toxicologically Synergistic Products	Not available.

12. Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	Not regulated.

Other federal regulations
Safe Drinking Water Act (SDWA) Not regulated.
Food and Drug Administration (FDA) Not regulated.

US state regulations California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

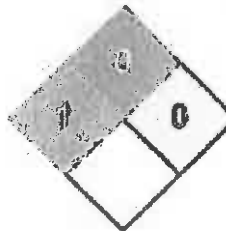
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	1
ENVIRONMENT	0
PERSONAL PROTECTION	X



Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date 28-September-2015

Effective date 01-August-2014

Expiry date 01-August-2017

Further information Not available.

Prepared by Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Other information This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: n/a

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Compass Minerals America Inc.
9936 W. 100th Street, Ste. 100
Overland Park, KS 66210

SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company
438 Walnut Street
Philadelphia, PA 19108-3703
State of Inc: Pennsylvania

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

DuPage County Procurement Services Division
421 N County Farm Road, Room 3-400
Wheaton, IL 60187-3978

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Bulk Rock Salt 12-048-DOT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of April, 2019


(Witness)


(Witness) Lindsey Plattner

Compass Minerals America Inc.
(Contractor)

(Seal)

Westchester Fire Insurance Company
(Surety)

(Seal)


(This) The State, Knowing and Free

State of UT }
County of Salt Lake } ss:

On April 4, 2019 , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Westchester Fire Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020



Lindsey Plattner Notary Public


Power of Attorney

Westchester Fire Insurance Company

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11 2006, to wit:

WHEREAS, that the following authorizations relate to the execution, for and on behalf of the Company of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise in the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing (or person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company, & may be specified in such written appointment, who in specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specifications may be, by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company may be affixed by facsimile on each Written Commitment or written appointment or delegation.

FURTHER WHEREAS, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or issued.

Does hereby nominate, constitute and appoint Linda Lee Nipper, Landsey Plattner, Lisa Hall and Tina Davis, all of the City of SALT LAKE CITY, Utah, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS & Zero Cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 6 June 2018

WESTCHESTER FIRE INSURANCE COMPANY

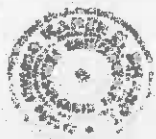


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 6 June 2018 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF I have hereto set my hand and affixed my official seal in the City of Philadelphia the day and year first above written



Stephen E. Beasly
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a substantially true and correct copy, is in full force and effect

In witness whereof, I have hereto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation this 4TH day of APRIL 20 19.



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JUNE 6, 2020





County of DuPage
Finance -Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

**ADDENDUM #1 – RFP #19-048-DOT
BULK ROCK SALT**

March 28, 2019

This Addendum #1 consists of the following Responses to Questions submitted for the above captioned Proposal.

Please acknowledge this addendum #1 on the Bid Form.

- 1. On page 17 of the bid, under "Stocking Requirements", it states that 130% of the standard delivery quantity will be required to be in stock at a local terminal by December 1, 2019. Is this for Group 1 only? Group 2 only? Groups 1 and 2?**

ALL Contractual Quantities will be required to be in stock at a local terminal by December 1, 2019.

- 2. Are Bidders required to bid both Groups? Or may they only bid Group 1? Or only bid Group 2?**

Bidders are not required to bid both groups.

DuPage County reserves the right to award to the lowest responsive, responsible bidder(s) by Lump Sum Bid or Group 1, whichever is in the best interest of the DuPage County.

- 3. How will you award the bid?**

On Page 16 of the Bid:

BID AWARD CRITERIA

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual township/municipality.

- 4. Will you favor an award to a vendor who bids both groups?**

No, the County does not favor an award to a vendor who bids both groups.

- 5. Will Group 1 be awarded to multiple bidders? Or will Group 1 be awarded to just one bidder?**

Group 1 will be awarded to one (1) bidder.

- 6. Will Group 2 be awarded to multiple bidders? Or will Group 2 be awarded to just one bidder?**

Group 2 is awarded by each local agency.

AGENDA MEMO
Municipal Services Committee
April 22, 2019

Issue Statement

Approval of a **resolution** authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2019/20 Rock Salt Agreement.

Background/History

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The Park District has estimated that they will require approximately 40 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$82.96 per ton for a total amount of approximately \$3318.40 pending final quantities.

Staff Recommendation

Staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the resolution.

Decision Mode

This item will be placed on the May 6, 2019 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND
THE DARIEN PARK DISTRICT
FOR ROCK SALT**

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Darien Park District concerning the purchase of rock salt, a copy of which is attached hereto as "Exhibit A," and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

RESOLUTION NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 6th day of May, 2019.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 6th day of May, 2019.**

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this _____ day of _____, 2019, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and the Darien Park District, an Illinois municipal corporation, (hereinafter the “District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$3,318.40 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2020 as invoiced by the City.

4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for the Park District:

Darien Park District
7301 Fairview Avenue
Darien, Illinois 60561
Attn: Stephanie Gurgone

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of _____, 2019.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

DARIEN PARK DISTRICT

BY: _____
Stephanie Gurgone, Executive Director
Darien Park District

ATTEST: _____
Secretary, Park District

AGENDA MEMO
Municipal Services Committee
April 22, 2019

Issue Statement

Approval of a **resolution** authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2019/20 Rock Salt Agreement.

Background/History

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The School District has estimated that they will require approximately 8 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$82.96 per ton for a total amount of approximately \$663.68 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

Staff Recommendation

Staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the resolution.

Decision Mode

This item will be placed on the May 6, 2019 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND
CENTER CASS SCHOOL DISTRICT #66
FOR ROCK SALT**

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and Center Cass School District #66 concerning the purchase of rock salt, a copy of which is attached hereto as "Exhibit A." and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Center Cass School District #66 Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

RESOLUTION NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 6th day of May, 2019.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 6th day of May, 2019.**

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this ____ day of _____, 2019, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and Center Cass School District #66, an Illinois municipal corporation, (hereinafter the “School District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$663.68 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2020 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to

whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for District 66:

Center Cass School District #66
699 Plainfield Road
Downers Grove, Illinois 60516
Attn: Timothy Arnold

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this ____ day of _____, 2019.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

CENTER CASS SCHOOL DISTRICT #66

BY: _____
Timothy Arnold, Superintendent
Center Cass School District #66

ATTEST: _____
Secretary, School District

AGENDA MEMO
Municipal Services Committee
April 22, 2019

Issue Statement

Approval of a **resolution** accepting a 5-foot Storm Sewer Easement fronting Elm Street from the following property:

7317 Capital Drive PIN 09-26-113-012

Background/History

During Staff's preliminary layout process of the Elm Street Ditch Maintenance Project, it was identified that the existing ditch line is partially located on private property, fronting Elm Street for 7317 Capital Drive. The City has requested and has been granted a 5-foot Storm Water Easement from the property owner, adjacent to the Elm Street right of way, see attached Plat of Easement, labeled as **Attachment A**. The City will be responsible for costs for the Plat of Easement preparation at an amount not to exceed \$750.00. It would be expended from the Elm Street Ditch Project line item. The plat requires City Council approval and will be recorded by DuPage County.

Staff Recommendation

Staff recommends approval of a resolution accepting a 5-foot Storm Sewer Easement fronting Elm Street from the following property:

7317 Capital Drive PIN 09-26-113-012

Alternate Consideration

Not approving the resolution at this time.

Decision Mode

This item will be placed on the May 6, 2019 City Council agenda for formal consideration.



• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

SCHOMIG LAND SURVEYORS, LTD.

PLAT OF GRANT OF STORM WATER EASEMENT

909 EAST 31ST STREET
 LA GRANGE PARK, ILLINOIS 60526
 SCHOMIG-SURVEY@SBCGLOBAL.NET
 WWW.LAND-SURVEY-NOW.COM
 PHONE: 708-352-1452
 FAX: 708-352-1454

LOT 12 (EXCEPT THAT PORTION DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF SAID LOT 12, THENCE WEST ON THE SOUTH LINE 100 FEET; THENCE NORTHEASTERLY TO THE EAST LINE OF SAID LOT 12 AS A POINT 50 FEET NORTH OF THE SOUTHEAST CORNER, THENCE SOUTH ON THE EAST LINE 50 FEET TO THE POINT OF BEGINNING ALL IN BLOCK 55 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1946 AS DOCUMENT NUMBER 499725, IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 7317 CAPITAL DRIVE, DARIEN.

OWNERS CERTIFICATE
 7317 CAPITAL DRIVE, DARIEN.

STATE OF ILLINOIS)
 COUNTY OF DU PAGE) ss.

I, DAWLAT VIRANI, DO HEREBY CERTIFY I AM THE OWNER, OF THE PROPERTY DESCRIBED AS:

LOT 12 (EXCEPT THAT PORTION DESCRIBED AS FOLLOWS, BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF SAID LOT 12, THENCE WEST ON THE SOUTH LINE 100 FEET; THENCE NORTHEASTERLY TO THE EAST LINE OF SAID LOT 12 AS A POINT 50 FEET NORTH OF THE SOUTHEAST CORNER, THENCE SOUTH ON THE EAST LINE 50 FEET TO THE POINT OF BEGINNING ALL IN BLOCK 55 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 SECTION 23, AND PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THEREOF RECORDED JUNE 10, 1946, AS DOCUMENT NUMBER 499725, IN DU PAGE COUNTY, ILLINOIS.

AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR DRAINAGE PURPOSES DESCRIBED AS THE SOUTH 5 FEET OF THAT PART OF LOT 12 AS DESCRIBED IN THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D. 20__

OWNER: _____
 DAWLAT VIRANI

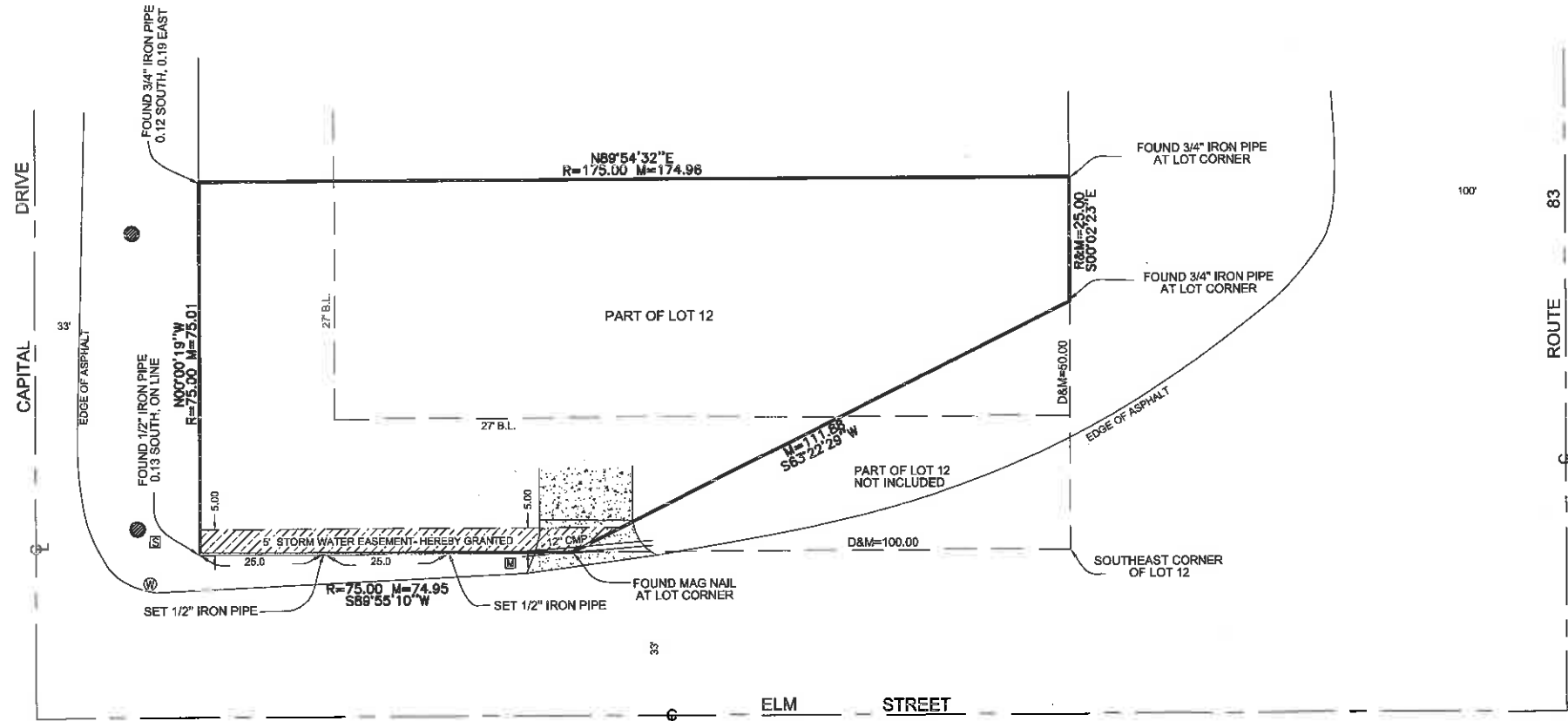
OWNERS NOTARY
 7317 CAPITAL DRIVE, DARIEN.

STATE OF ILLINOIS)
 COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DAWLAT VIRANI IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED OWNERSHIP OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNER, HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF DRAINAGE EASEMENT TO BE PREPARED AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR USES AND THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 20__

BY: _____
 NOTARY PUBLIC.



- LEGEND**
- M. = MEASURED DIMENSION
 - R. = RECORDED DIMENSION
 - C = CENTER LINE
 - CMP = CORRUGATED METAL PIPE
 - D = DEED
 - I = INLET
 - MB = MAIL BOX
 - M = MEASURED
 - R = RECORD
 - S = STREET SIGN
 - W = WATER MANHOLE
 - ASPHALT
 - CONCRETE

STATE OF ILLINOIS)
 COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



SURVEY DATE: APRIL 4TH, 2019.

ORDERED BY: CITY OF DARIEN

PLAT NUMBER: 190622-E & H25-47

FILE: 171972.CRD

SCALE: 1" = 20'

BY: _____
 PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

RESOLUTION NO. _____

RESOLUTION ACCEPTING A 5-FOOT STORM SEWER EASEMENT FRONTING ELM STREET FROM THE FOLLOWING PROPERTY: 7317 CAPITAL DRIVE 09-26-113-012

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 and City Clerk to accept a 5-foot Storm Sewer Easement fronting Elm Street from the following property: 7317 Capital Drive 09-26-113-012, a copy of which is attached here to 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 6th day of May, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of May, 2019.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

SCHOMIG LAND SURVEYORS, LTD.

PLAT OF GRANT OF STORM WATER EASEMENT

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 PHONE: 708-352-1452
 FAX: 708-352-1454

LOT 12 (EXCEPT THAT PORTION DESCRIBED AS FOLLOWS BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF SAID LOT 12, THENCE WEST ON THE SOUTH LINE 100 FEET; THENCE NORTHEASTERLY TO THE EAST LINE OF SAID LOT 12 AS A POINT 50 FEET NORTH OF THE SOUTHEAST CORNER, THENCE SOUTH ON THE EAST LINE 50 FEET TO THE POINT OF BEGINNING ALL IN BLOCK 55 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1946 AS DOCUMENT NUMBER 499725, IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 7317 CAPITAL DRIVE, DARIEN.

OWNERS CERTIFICATE
 7317 CAPITAL DRIVE, DARIEN.

STATE OF ILLINOIS)
 COUNTY OF DU PAGE) ss.

I, DAWLAT VIRANI, DO HEREBY CERTIFY I AM THE OWNER, OF THE PROPERTY DESCRIBED AS:

LOT 12 (EXCEPT THAT PORTION DESCRIBED AS FOLLOWS, BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF SAID LOT 12, THENCE WEST ON THE SOUTH LINE 100 FEET; THENCE NORTHEASTERLY TO THE EAST LINE OF SAID LOT 12 AS A POINT 50 FEET NORTH OF THE SOUTHEAST CORNER, THENCE SOUTH ON THE EAST LINE 50 FEET TO THE POINT OF BEGINNING ALL IN BLOCK 55 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 SECTION 23, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF THEREOF RECORDED JUNE 10, 1946, AS DOCUMENT NUMBER 499725, IN DU PAGE COUNTY, ILLINOIS.

AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR DRAINAGE PURPOSES DESCRIBED AS THE SOUTH 5 FEET OF THAT PART OF LOT 12 AS DESCRIBED IN THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D. 20__

OWNER:

DAWLAT VIRANI

OWNERS NOTARY
 7317 CAPITAL DRIVE, DARIEN.

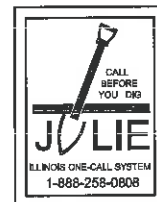
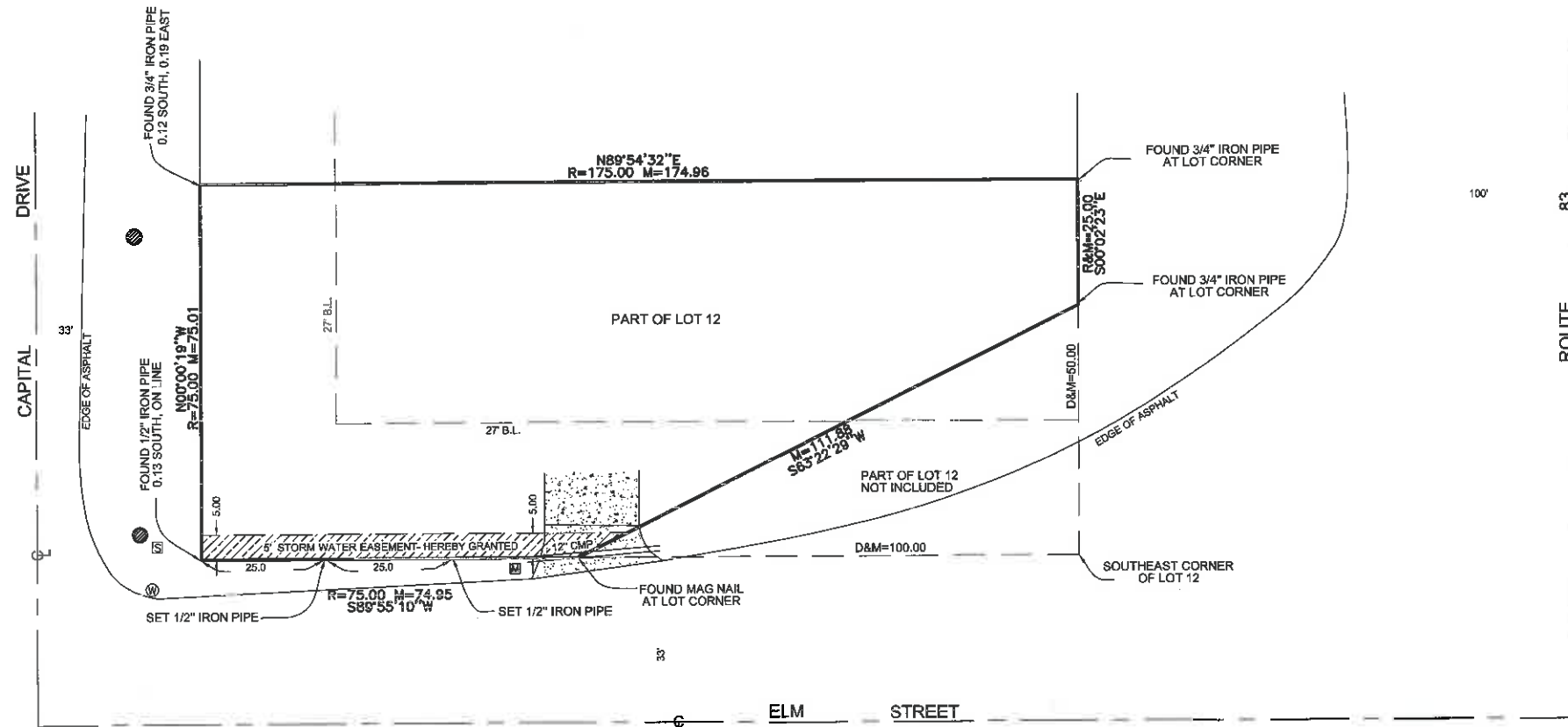
STATE OF ILLINOIS)
 COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DAWLAT VIRANI IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED OWNERSHIP OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNER, HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF DRAINAGE EASEMENT TO BE PREPARED AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR USES AND THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 20__

BY:

NOTARY PUBLIC.



- LEGEND
- M = MEASURED DIMENSION
 - R = RECORDED DIMENSION
 - C = CENTER LINE
 - CMP = CORRUGATED METAL PIPE
 - D = DEED
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 - R = RECORD
 - SS = STREET SIGN
 - WM = WATER MANHOLE
 - ASPHALT
 - CONCRETE

STATE OF ILLINOIS)
 COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



SURVEY DATE: APRIL 4TH, 2019.

ORDERED BY: CITY OF DARIEN

PLAT NUMBER: 190622-E & H25-47

FILE: 171972.CRD

SCALE: 1" = 20'

BY: _____
 PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

AGENDA MEMO
Municipal Services Committee
April 22, 2019

ISSUE STATEMENT

Approval of a **resolution** accepting a proposal from with Ziebell Water Service Products, Inc. for 24" pressure pipe, as required for various Public Works projects at the proposed unit pricing for a period of May 1, 2019 through April 30, 2020.

BACKGROUND

This year the department will require the use of a 24-inch pressure pipe to be utilized for ditch maintenance projects. The pressure pipe is required due to the proximity of the watermain, whereas conventional storm sewer may not be utilized. These mandates are set forth by the IEPA, Standards for Water Main and Sewer Construction to meet the IEPA requirements.

Staff had solicited for competitive quotes and below are the results.

Vendor	Unit Cost Per Lineal Foot
Core & Main	\$43.43
Ziebell	\$45.50

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the pipe material. The total estimated costs for the material have been estimated at approximately \$30,000.00.

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Ziebell Water Service Products, Inc.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the May 6, 2019 City Council agenda for formal approval.

RESOLUTION NO. _____

RESOLUTION ACCEPTING A PROPOSAL FROM ZIEBELL WATER SERVICE PRODUCTS, INC. FOR 24" PRESSURE PIPE, AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS AT THE PROPOSED UNIT PRICING FOR A PERIOD OF MAY 1, 2019 THROUGH APRIL 30, 2020.

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 accept a proposal from Ziebell Water Service Products, Inc. for 24" pressure pipe, as required for various Public Works projects at the proposed unit pricing for a period of May 1, 2019 through April 30, 2020, 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 6th day of May 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of May 2019.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



WATER SERVICE PRODUCTS, INC.

2001 PRATT BOULEVARD
ELK GROVE VILLAGE, IL 60007
(847) 364-0670
FAX# (847) 364-4789

10711 W. 165th ST. SUITE J
ORLAND PARK, IL 60467
(708) 873-1000
FAX# (708) 873-1050

Q U O T A T I O N

CUSTOMER: CITY OF DARIEN **DATE:** 04-08-2019

ADDRESS: _____ **ENG:** _____

PHONE #: 630-429-1711 **CONTACT:** DAVE FELL **PHONE:** _____

JOB NAME: PUBLIC WORKS DEPT. **PROMISED CUSTOMER DELIVERY DATE:** _____

SALESMAN: Bob Mroz **PLUS FRT:** _____

QUANTITY	DESCRIPTION	SELLING PRICE	EXTENSION
660	# 24" PVC DR25/C905 WATER MAIN QUALITY STORM PIPE - 20'ft Lengths - 145psi NSF61 LEAD TIME: IN STOCK AT FACTORY - 3 TO 5 DAYS Ductile Iron O.d. 25.80"	43.00' ft.	
ALTERNATE BID			
660	# 24" PVC DR26/2241 WATER QUALITY STORM SEWER PIPE - 20'ft. lengths - LEAD TIME: 5 TO 7 DAYS - 500 FT PER TRUCK LOAD	45.50' ft.	
* PLEASE NOTE - PVC PIPE COMPANIES ONLY HAVE A 30 DAY WINDOW ON PRICE PROTECTION. - IF YOU PLACE AN ORDER, WE HAVE MAXIMUM OF 60 DAYS TO RELEASE THE ORDER FOR DELIVERY.			

Thank you!
Bob Mroz

SUPPLIERS IN THE WATER WORKS INDUSTRY FOR 50 YEARS
 QUOTE VALID FOR 30 DAYS AND SHIPMENT WITHIN 30 DAYS

SIGNATURE

AGENDA MEMO
Municipal Services Meeting
April 22, 2019

ISSUE STATEMENT

Approval of a **resolution** authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Geographic Information Systems (GIS) mapping for water related infrastructure in an amount not to exceed \$19,760

AND

A motion for a contingency in an amount not to exceed \$3,000 for additional water infrastructure as field identified to update the GIS Mapping.

BACKGROUND

During the course of the last two years the Water Department has been planning and implementing a GIS mapping system as it relates to the water infrastructure for the City of Darien. To date, the City has updated the water main maps, completed valve exercising and identification and completed the cataloguing of water main valves and hydrants in a GPS format.

The final step is to overlay and enter the coordinates through a GIS database. The GIS system will allow the department for greater efficiency, to locate, water related infrastructure for routine and emergency situations. The GIS implementation will further eliminate the need of paper copies of maps in the field. The mapping is a very beneficial and practical tool and will allow greater efficiency to identify infrastructure, especially during the winter months. The mapping will be utilized through smart phone applications and laptops.

The scope of services includes the following:

Task 1 – Design

1. Obtain the most recent version of the CAD water atlas.
2. Convert the CAD water atlas into GIS maintaining all feature attributes.
3. Adjust converted data to best represent true location of watermains and structures, based on original water atlas sheets.
4. Create atlas sheets covering entire city, and adjacent unincorporated areas.

Task 1 - Not to exceed Cost \$17,200

Task 2 – Review

1. Print hard copies and send PDFs of all atlas sheets for the city to review data.
2. Receive markups from the City and perform updates as needed.

Task 2 -Not to exceed Cost \$1,460

Task 3 – Delivery of Data

1. Package final water atlas GIS database, hard copies, and PDFs up for delivery and send to the City.

Task 3 - Not to exceed Cost \$600

Direct Costs - Not to exceed \$500

Staff is further requesting for a contingency in an amount not to exceed \$3,000 for additional water infrastructure as field identified to update the GIS Mapping. While Staff has made every attempt to field identify all components for the GIS Mapping, there may be situations through the year that may require updating due to unidentified structures or an abandonment or relocation such as a valve or fire hydrant. These items would be forwarded to CBBEL to update the system as required.

This item was budgeted for FY19/20 and the expenditure would be expended from the following line item account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY19-20 BUDGET	PROPOSED EXPENDITURE
12-51-4390	Engineering- Water Atlas with GPS Points	\$ 30,000	\$ 19,760
12-51-4390	Contingency-Additional Mapping		\$ 3,000
TOTAL			\$ 22,760

STAFF RECOMMENDATION

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Geographic Information Systems (GIS) mapping for water related infrastructure in an amount not to exceed \$19,760

AND

A motion for a contingency in an amount not to exceed \$3,000 for additional water infrastructure as field identified to update the GIS Mapping.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the agenda for the May 6, 2019 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL DESIGN SERVICES RELATED TO THE GEOGRAPHIC INFORMATION SYSTEMS (GIS) MAPPING FOR WATER RELATED INFRASTRUCTURE IN AN AMOUNT NOT TO EXCEED \$19,760 AND A MOTION FOR A CONTINGENCY IN AN AMOUNT NOT TO EXCEED \$3,000 FOR ADDITIONAL WATER INFRASTRUCTURE AS FIELD IDENTIFIED TO UPDATE THE GIS MAPPING.

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Geographic Information Systems (GIS) Mapping for water related infrastructure in an amount not to exceed \$19,760, and a motion for a contingency in an amount not to exceed \$3,000 for additional water infrastructure as field identified to update the GIS Mapping, 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 6th day of May 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of May 2019.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

April 15, 2019

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dennis Cable, Water Department Foreman

Subject: Proposal for GIS Mapping of Water Atlas

Dear Dennis:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for the creation of Geographic Information Systems (GIS) mapping of the Cities existing water system. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that it is the goal of the City is to develop a GIS database and mapping of the exiting water system. That the hydrant and valve atlas data collected back in May of 2018 by Associated Technical Services Ltd. should be used as base, and that the latest CAD water atlas will be added to help augment the hydrant data. It is understood that the CAD data is not geographically projected and will result in positionally inaccurate watermain data and should only be used as reference.

SCOPE OF SERVICES

CBBEL has developed the following scope of services for the successful completion of the project.

Task 1 – Design/Data Adjustment

1. Obtain the most recent version of the CAD water atlas.
2. Convert the CAD water atlas into GIS maintaining all feature attributes.
3. Adjust converted data to best represent true location of watermains and structures, based on original water atlas sheets.
4. Create atlas sheets covering entire city, and adjacent unincorporated areas.

Task 2 – Review

1. Print hard copies and send PDFs of all atlas sheets for the city to review data.
2. Receive markups from the City and perform updates as needed.

Task 3 – Delivery of Data

1. Package final water atlas GIS database, hard copies, and PDFs up for delivery and send to the City.

ESTIMATE OF FEE

Our estimated fee for this project is as follows:

Task 1 – Design/Data Adjustment	\$17,200
Task 2 – Review	\$ 1,460
Task 3 – Delivery of Data	\$ 600
Direct Costs	\$ 500
<hr/> Total	<hr/> \$19,760

We anticipate completing the above tasks within three months of receiving a signed contract. We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

DRW
N:\PROPOSALS\ADMIN\2019\Darien GIS Watermain Atlas Creation

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2019

<u>Personnel</u>	Charges*
	(\$/Hr)
Principal	265
Engineer VI	241
Engineer V	200
Engineer IV	163
Engineer III	146
Engineer I/II	116
Survey V	220
Survey IV	188
Survey III	165
Survey II	121
Survey I	96
Engineering Technician V	190
Engineering Technician IV	155
Engineering Technician III	140
Engineering Technician I/II	65
CAD Manager	170
Assistant CAD Manager	147
CAD II	130
GIS Specialist III	142
GIS Specialist I/II	90
Landscape Architect	163
Environmental Resource Specialist V	208
Environmental Resource Specialist IV	163
Environmental Resource Specialist III	134
Environmental Resource Specialist I/II	90
Environmental Resource Technician	110
Administrative	100
Engineering Intern	61
Information Technician III	125
Information Technician I/II	112
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
March 25, 2019**

PRESENT: Alderman Joseph Marchese—Chairman, Alderman Thomas Belczak, Alderman Thomas Chlystek, Dan Gombac – Director, Steven Manning - City Planner

ABSENT: None

ESTABLISH QUORUM

Chairperson Joseph Marchese called the meeting to order at 6:30 p.m. at City Hall Council Chambers, Darien, Illinois and declared a quorum present.

OLD BUSINESS

- a. **PZC 2018-09 - 6710 Rt. 83 -Petitioner seeks approval of a variation to Section 4- 3-16 of the Darien Sign Code to allow an electronic message center on the ground sign at 6710 Rt. 83.**

Mr. Steve Manning, City Planner reported that this is a variation for an electronic message center. He reported that the PZC reviewed the petition January 16, 2019 with a vote of 4-4 and at the Municipal Services Committee Meeting on January 28, 2019 the Committee asked the petitioner for a redesign.

Mr. Manning reported that the petitioner has provided a revised plan showing a reduction in sign height to 23'4" and relocation of the electronic message panel to the second position from the top and new cladding around the sign structure with a faux brick base.

Mr. Manning reported that the committee could take a vote and that it does not have to go back to PZC.

Chairperson Marchese questioned why the owner feels the need to keep the sign.

Mr. Albert Santa Maria, Olympic Signs stated that the owner has reduced the rates two times in last ten years and that business for the tenants is increasing but that a message center would increase business even more. He stated that they looked at the message board height because of the trees and if the message board is put lower down the sign, they will lose a lot of northbound traffic. Mr. Santa Maria reported that the new design is \$20,000.

Alderman Chlystek questioned the height of the sign at Pete's.

Mr. Dan Gombac, Director reported that the sign will be 12 ft lower than the Pete's sign.

Alderman Belczak stated that the new plan was an improvement and in line with the other signs and that the petitioner is at a disadvantage being further from the street.

Chairperson Marchese stated that he liked the design of the new plan and that they need a sign that is a bit taller.

Alderman Chlystek stated that he liked the updates to the new sign and that he is happy that the petitioner met the City half way.

Mr. Manning reported that the previous condition was that the message should be held for 60 seconds and maintain constant brightness and multiple colors.

Mr. Santa Maria stated that 60 seconds is acceptable but not what others in Darien are following.

Mr. Gombac reported that staff has sent notices to the businesses in town regarding maintaining the 60 seconds.

There was no one else wishing to present public comment.

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of PZC 2018-09 - 6710 Rt. 83 – a variation to Section 4- 3-16 of the Darien Sign Code to allow an electronic message center on the ground sign at 6710 Rt. 83.

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

Chairperson Marchese reported that this would be forwarded to the City Council but that the petitioner should be there earlier if moved to New Business.

NEW BUSINESS

- a. **PZC 2019-01 - 419 Plainfield Road - Petitioner seeks approval of a variation to the Darien Zoning Code Section SA-5-12 (C), that otherwise requires a 60 foot maximum height for transmitting towers, for a proposed tower 130 feet tall to be built in the rear yard of their Fire Station #122 at 419 Plainfield Road.**

Mr. Steve Manning, City Planner reported that Tri-State Fire District is seeking approval of a variation for a proposed tower 130 feet tall to be built in the rear yard of the fire station on Plainfield Road. He reported that the District's consultant determined that the minimum height of sending and receiving microwave antennas is 130 feet and that the other towers at Sportsplex and the high school; would not be feasible.

Mr. Manning reported the District is also anticipating moving the local radio antennas from the building roof to the monopole. He further reported that there will be other ports in the monopole available to lease in the future.

Mr. Manning reported that the PZC reviewed and spent some time discussing and voted 7-1 with concern from one Commissioner about the impact and character criteria used for variations.

Mr. Gombac reported that ACDC is at Public Works and that their contract was recently renewed. He reported that staff has been working with the Fire District and that the stealth tower could not be used because of the height.

Chairperson Marchese questioned if this is necessary for public safety.

Deputy Chief Pat Brenn reported that the microwaves will travel in a straight line from dish to dish and that they presently rely on phone lines for emergency dispatch and data transmission. Deputy Chief Brenn stated that that they currently use Comcast and AT&T costing \$90,000 per year and old technology. He further reported that 75% of the calls are by cell phone and that this technology will eliminate a step. He reported that call on average currently it takes over a minute to initiate.

Deputy Chief Brenn reported that at the PZC meeting that the Chief stated that the District was willing to put a limit on the leasing if they could recoup some of the cost.

Alderman Belczak questioned other communities that are doing the same thing.

Deputy Chief Brenn reported that Addison, Westmont, Pleasantview and Bloomingdale were some of the departments to name a few.

Alderman Chlystek questioned if going back to bigger is the best technology.

Deputy Chief Brenn stated that this is the best technology and that a lot of departments don't do it because of costs.

Alderman Chlystek questioned the watts and the power.

The District's consultant reported that the two antennas work like two flashlights and stated that it is the best out there. He further reported that there are no reported cases that the antennas have caused harm.

Mr. Gombac questioned if there will be a light on top of tower.

The consultant reported that 200 feet requires lighting per the FAA and there is no need for light.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval a variation to the Darien Zoning Code Section SA-5-12 (C), that otherwise requires a 60 foot maximum height for transmitting towers, for a proposed tower 130 feet tall to be built in the rear yard of their Fire Station #122 at 419 Plainfield Road.

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

NEW BUSINESS

- a. Caring Network - 2849 83rd Street - Petitioner seeks approval of a minor PUD amendment to allow their medical use at 2849 83rd Street in building D 1 of the Crossroads business park.**

Mr. Dan Gombac, Director reported that Caring Network is a not-for profit agency offering a women's clinic. He reported that the site is zoned B-2 with a planned unit development.

Ms. Beth Rockouski, President, Caring Network reported that they have been operating since 1961 and receive donor support from churches. She reported that they have five other centers and that they had a center in Downers Grove in 2016.

There was no one else wishing to present public comment.

Alderman Chlystek made a motion and it was seconded by Alderman Belczak approval of a minor PUD amendment to allow their medical use at 2849 83rd Street in building D 1 of the Crossroads business park.

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

- c. Text Amendment, Zoning Code: Chemical Related Uses and Activities - Consideration of a proposed text amendment of the Zoning Code regarding standards for chemical related uses and activities, currently in Chapter 9: Office and Industrial Districts, Chapter 12: Performance Standards, and Chapter 13: Definitions.**

Mr. Steve Manning, City Planner reported that at a Goal Setting meeting the Council discussed recommending revisions in land uses with the goal of minimizing uses that may pose a hazard and requirements for public notification in the case of an EPA violation.

Mr. Manning reported that the City Administrator drafted a text amendment focusing on permitted and special uses that may involve problematic chemical uses and activities to be prohibited, not allowed or restricted. He reported that the PZC held four hearings, heard from the people and that a second draft was prepared and included in the packet. Mr. Manning presented Amendments 1, 2 and 3. He reported that staff received late correspondence dated March 20th from Sterling Bay.

Mr. Dan Gombac, Director reported that Sterling Bay is concerned with electric forklifts with batteries and exceeding the minimum threshold. He reported that both attorneys' have been in communication.

Chairperson Marchese stated that there may be a time in the future that this topic will need to be revisited depending on what occurs in the future.

Mr. Gombac reported that the language will be incorporated into the business application.

Ms. Brooke Lenneman, Attorney, Holland & Knight, LLP and representing Sterling Bay stated that at the PZC meeting that there was a request for a language change regarding the threshold and chloride.

There was some communication regarding batteries and the threshold from Ms. Lenneman and the Committee.

Chairperson Marchese stated he liked the present language and if needed it can be tweaked. He stated that the City is extremely sensitive to the community but also conscious of business. Alderman Belczak agreed with Chairperson Marchese.

Mr. Gombac reported that across the board the City will work with Sterling Bay when it comes to a new tenant.

Ms. Lenneman stated that Sterling Bay never had the intention of unsafe liability.

Mr. Keith Lang stated that he has attended all the meetings and that the language from Mr. Manning was not the motion that the PZC approved.

Mr. Gombac stated that the text read was at the staff level and that the Committee is aware of the PZC's motion.

Mr. Manning read aloud the changes to the motion from Commissioner Desmond of the PZC adding the word "process" after the words "utilization" and the words "at quantities" before the words "subject to the Tier II reporting".

There was no one else wishing to present public comment.

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of the ordinance as presented with changes to the text in sections 1 and 2 adding the word "process" after the words "utilization" and the words "at quantities" before the words "subject to the Tier II reporting" based on a finding-of-fact that the proposed zoning text amendment does comply with the decision criteria in Section 5A-2-2-5 of the Zoning Code, specifically that it would be compatible with the existing uses and trend of development in the area, it would not have a negative impact on the character of the area or the property values therein, and it would be consistent with the plans and policy of the City to protect the health safety and general welfare.

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

d. Resolution - Approval to authorize the Private Property Rear Yard Storm Water Management Assistance Projects.

Mr. Dan Gombac, Director reported that this is second year staff is presenting a formal proposal identifying the projects. He reported that there are 14 projects and that all residents have committed and have received invoices with a deadline of May 1st.

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

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution authorizing the Private Property Rear Yard Storm Water Management Assistance Projects.

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

e. Resolution -Approval to accept a Storm Sewer Easement from the following property: 7023 Sierra Drive 09-22-310-019.

Mr. Dan Gombac, Director reported that this resolution is accepting a storm sewer easement from 7023 Sierra Drive for an upcoming rear yard drainage project. He reported that staff reached out to the resident for a storm sewer easement to be dedicated only to the City of Darien.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution to accept a Storm Sewer Easement from the following property: 7023 Sierra Drive 09-22-310-019.

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

f. Resolution - Approval to accept a Storm Sewer Easement from the following property: 7806 Stratford Place 09-27-308-030.

Mr. Dan Gombac, Director reported that this resolution is accepting a storm sewer easement from 7806 Stratford Place for an upcoming rear yard drainage project. He reported that staff reached out to the resident for a storm sewer easement to be dedicated only to the City of Darien.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution to accept to accept a Storm Sewer Easement from the following property: 7806 Stratford Place 09-27-308-030.

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

- g. Resolution - Authorizing the purchase of one (1) new 2020 Peterbilt Model 348 Cab, Unit 101, and Chassis from JX Peterbilt in an amount not to exceed \$101,821.56.**

Mr. Dan Gombac, Director reported that this resolution is for the purchase of one new 2020 Peterbuilt Model 348 Can and Chassis. He reported that this vehicle replaces the 2008 Sterling 9-ton dump truck with 46,000 miles.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution authorizing the purchase of one (1) new 2020 Peterbilt Model 348 Cab, Unit 101, and Chassis from JX Peterbilt in an amount not to exceed \$101,821.56.

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

- h. Resolution - Accepting a proposal from Monroe Truck Equipment for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for the 2020 Peterbilt Model 348, in an amount not to exceed \$102,172.00.**

Mr. Dan Gombac, Director reported that this resolution accepts a proposal for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for the 2020 Peterbilt Model 348.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for the 2020 Peterbilt Model 348, in an amount not to exceed \$102,172.00.

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

- i. Resolution -Authorizing the purchase of one new 2019, Ford F-350 4X4 Super Cab from Currie Commercial Center in an amount not to exceed \$59,234.**

Mr. Dan Gombac, Director reported that this resolution authorizes the purchase of a new 2019 Ford F-350 replacing the 2011 Ford F-250 pickup truck with 113,000 miles.

There was no one in the audience wish to present public comment

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution authorizing the purchase of one new 2019, Ford F-350 4X4 Super Cab from Currie Commercial Center in an amount not to exceed \$59,234.

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

- j. Resolution - Authorizing the purchase and installation of the following from B&H Equipment Specialists, Inc. in an amount not to exceed \$12,618: One 3-compartment double wall UL 142 fluid storage tank with all fittings, sight gauges and vents, also with (3) 5:1 ratio oil pumps, (3) W' x 50' hose reels, (3) electronic metered dispense valves, air regulators, connecting hoses and One 4-tank stackable poly system - 60 gallon each on stand with gravity feed pumping, drip trays, secondary containment.**

Mr. Dan Gombac, Director reported that this resolution authorizes the purchase and installation of fluid storage containers with spill containment protection.

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

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution Authorizing the purchase and installation of the following from B&H Equipment Specialists, Inc. in an amount not to exceed \$12,618: One 3-compartment double wall UL 142 fluid storage tank with all fittings, sight gauges and vents, also with (3) 5:1 ratio oil pumps, (3) W' x 50' hose reels, (3) electronic metered dispense valves, air regulators, connecting hoses and One 4-tank stackable poly system - 60 gallon each on stand with gravity feed pumping, drip trays, secondary containment.

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

- k. Minutes - February 25, 2019 Municipal Services Committee**

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of the February 25, 2019 - Municipal Services Committee Meeting.

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

DIRECTOR'S REPORT

Mr. Dan Gombac, Director reported that staff is working with a potential restaurant owner at Plainfield and Cass. He provided an update on the vacancies and economic status.

NEXT SCHEDULED MEETING

Chairperson Marchese announced that the next meeting is scheduled for Monday, April 22, 2019.

ADJOURNMENT

With no further business before the Committee, Alderman Belczak made a motion and it was seconded by Alderman Chlystek to adjourn. Upon voice vote, THE MOTION CARRIED UNANIMOUSLY, and the meeting adjourned at 7:50 p.m.

RESPECTFULLY SUBMITTED:

**Joseph Marchese
Chairman**

**Thomas Belczak
Alderman**

**Thomas Chlystek
Alderman**