

**Administrative-Finance Committee**  
**November 4, 2013**  
**6:00 p.m. – Conference Room**

- 1. Call to Order**
- 2. Public Comment**
- 3. New Business**
  - a. Resolution** – Authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$20,500.00 for the surveying and engineering redesign of the open ditch and storm water conveyance system for Iris Road
  - b. Resolution** – Authorizing the City Administrator to purchase a Konica 654 Copier from Illinois Paper in an amount not to exceed \$11,750.00
  - c. Minutes** – October 7, 2013 – Administrative-Finance Committee
- 4. Other Business**
- 5. Next Meeting – Monday, December 2, 2013**
- 6. Adjournment**

**AGENDA MEMO**  
**Administrative/Finance Committee**  
**November 4, 2013**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$20,500.00 for the surveying and engineering redesign of the open ditch and storm water conveyance system for Iris Road.

**BACKGROUND**

Please recall earlier this year there were several residents impacted by the heavy rain events that had caused storm water seepage into residential structures on Iris Road. The staff had also determined that flooding was also caused by sanitary backups in one residence. During the significant storm events, staff assisted in pumping out basements and ditches to convey water downstream. The existing underground storm sewer was constructed in the early 1960's and has been added on by residents as they built over the years. Staff has further identified that the storm sewer infrastructures consist of various sized pipes and the pipes and structures hold water continuously. The existing ditches also do not convey storm water properly. The ditch catalogue called out for the ditch to be completed in 2014 due to the road being resurfaced in 2015.

The proposed engineering study would authorize Christopher B. Burke Engineering to proceed with the surveying of the properties adjacent to Iris Road, including the existing storm sewer system and the open ditches, see attached email. After the surveying is completed, CBBEL will design a storm conveyance system to eliminate localized residential structure flooding. In addition, there may be several side yard easements required for this project and would be identified after the surveying. A separate resolution will be required for the easements and will be forthcoming. Typically the department has an employee, Pete Kilianek, with the ability to survey ditches. Once the surveying is completed, staff is able to create a plan and implement a drainage project. Due to complexity of the tributary drainage of the area, staff does not have the expertise and equipment necessary to complete the surveying task.

The proposed engineering study was not contemplated for the FY 13-14 Budget. Upon review of the projects completed within the Capital Projects Fund, the fund does have the ability to absorb the proposed cost. Staff is requesting that the engineering study be completed at this time as it would give us the ability to bid the drainage project along with other similar projects for an economy of scale. The staff would bid the top five drainage projects in January 2014, and would present the projects at the budget meetings for budget consideration. Pending funding, the projects would be slated to coincide with the FY14-15 Budget.

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

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY13-14 BUDGET</b>	<b>YEAR TO DATE TO EXPENDITURE</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
25-35-4376	Capital Projects Drainage Improvements	\$808,000.00	\$ 737,409.00	\$ 20,500.00	\$ 50,091.00

This item is at the Administrative/Finance Committee for review because this was not originally considered with the passage of the budget, and additional projects of this value are brought forth for review prior to consideration at a City Council meeting.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Christopher B. Burke Engineering in an amount not to exceed \$20,500.00.

**ALTERNATE CONSIDERATION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on the agenda for the November 4, 2013 City Council agenda for formal approval.

## Dan Gombac

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**From:** Dan Lynch <dlynch@cbbel.com>  
**Sent:** Wednesday, October 09, 2013 10:32 AM  
**To:** Dan Gombac  
**Subject:** Iris Rd. storm sewer

Dan

I suggest a budget of \$17,000, which includes \$5000 for survey and \$12,000 for engineering. The survey budget would include field survey of the route to be used as the base for construction drawings. This would include cross sections of the right of way and into the rear yard where storm sewers would extend. We would ask you to call in a JULIE request prior to field work so that utilities can be located. We are also including plats of easement for the sewer extensions to the rear yards. The engineering would include plans and bid documents for the sewer. I have presumed that you would handle construction observation in-house. Our services would be up through award of contract. If the project gets budgeted, we can provide a more formal proposal.

Dan

**Daniel L. Lynch, PE, CFM**

*Head, Municipal Engineering Department*

**Christopher B. Burke Engineering, Ltd.**

9575 W. Higgins Road, Suite 600 Rosemont, IL 60018

Phone: (847) 823-0500 Fax: (847) 823-1029

E-Mail: [dlynch@cbbel.com](mailto:dlynch@cbbel.com)

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$20,500.00 FOR THE SURVEYING AND ENGINEERING REDESIGN OF THE OPEN DITCH AND STORM WATER CONVEYANCE SYSTEM FOR IRIS ROAD**

**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. in an amount not to exceed \$20,500.00 for the surveying and engineering redesign of the open ditch and storm water conveyance system for Iris Road, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 TEL (847) 823-0500 FAX (847) 823-0520

October 24, 2013

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
Iris Road Storm Sewer

Dear Dan:

Christopher B. Burke Engineering, Ltd. is pleased to submit this proposal for professional engineering services for the preparation of plans and bid documents for the Iris Road Storm Sewer. Included in this proposed is our Understanding of Assignment, Scope of Services, and Estimate of Fees.

**UNDERSTANDING OF THE ASSIGNMENT**

As outlined in our memorandum to your attention dated July 18, 2013 the rear yards on the north side of Iris Road experienced considerable flooding during the April 18, 2013 flood event. It is our understanding that the existing Iris Road storm sewer carries runoff west to the Dale Road basin and is a variety of sizes and materials. The proposed project will replace the existing storm sewer with new 18 inch storm sewer, and two 15 inch storm sewers extending to the rear yard of 126 Iris, and one in each side yard. Our assignment will include project survey, plat of easement, plans and bid documents and assistance with bidding. City staff would provide construction observation and administration.

**SCOPE OF SERVICES**

**TASK 1 – SURVEY:** We will provide a design level survey of the route of the proposed storm sewer from the north end of the Dale Road Basin at High Road and 67<sup>th</sup> Street to approximately 126 Iris Road. Detailed ground features will only be surveyed on the side of each road where the sewer will be located. A sufficient number of property corners will be located to establish the rights of way. We presume that the City will contact J.U.L.I.E. for location of underground utilities. The survey will be based on DuPage County Benchmark System.

A Plat of Easement will be prepared for extension of the rear yard storm sewer and inlets. If multiple lots are impacted, a single plat will be prepared. We presume that the City will coordinate with the property owners to secure the easements and obtain their signatures on the plat.

**TASK 2 – PLANS AND SPECIFICATIONS:** CBBEL will use the survey prepared in Task 1 as the basis for plans for the proposed storm sewer. We will also prepare a book of specifications and bid documents based on IDOT and City format. CBBEL will provide plans and bid books for the City to solicit sealed proposals from contractors. We will attend the bid opening, prepare a tabulation of bids received, Notice of Award, and Notice to Proceed. We understand that City staff will provide construction observation and administration. Any services requested during construction will be provided on an hourly basis and are not included in this proposal.

**ESTIMATE OF FEES**

We will complete the above tasks for a fee not to exceed \$20,500 and anticipate that final bid documents will be available within 90 days of this proposal being executed.

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

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

Sincerely,

 for

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

Encl. Schedule of Charges  
General Terms and Conditions

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2013**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	134
Survey III	130
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	137
Engineering Technician III	112
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	160
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	100
Information Technician I/II	67

Direct Costs

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

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2013.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

June 13, 2005

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

**AGENDA MEMO**  
**Administrative/Finance Committee**  
**November 4, 2013**

**ISSUE STATEMENT**

A resolution authorizing the City Administrator to purchase a Konica 654 copier from Illinois Paper in an amount not to exceed \$11,750.

**BACKGROUND**

The City of Darien purchased a Kyocera 6030 copier in 2007 to replace an old, broken unit. This is the primary copier for putting together information for resident communications, policy documents for elected officials, and staff work, in addition to being the primary printer and scanner for City Hall. Since its purchase, there have been 1,056,266 pages copied and printed and 358,634 pages scanned. Because the frequency of repairs has gone up in FYE 13, staff budgeted \$14,000 in FYE 14 with the intention of running the machine until a costly repair came up. Recently we were advised by a repair company that the maintenance kit needed to be replaced at a cost of \$1,700. At this time staff feels that it is better to put this cost towards a new machine than repair the old machine.

The City of Darien approached six companies to provide proposals on copiers that would fit our needs. Staff gave them the capabilities of our current machine and also requested any new machine includes faxing capabilities, which would allow us to eliminate the fax machine. In addition, we asked the companies to list additional functions in the machines so we could evaluate them against each other. We received the following proposals:

Company	Make	Model	Cost
DPOE	Sharp	MX-M623-N	\$13,000
DPOE	Kyocera	6500i	\$13,500
Genesis	Kyocera	5501i	\$11,181
Gordon Flesch	Canon	IR 4051	\$10,750
Gordon Flesch	Canon	IR 6255	\$14,500
Illinois Paper	Ricoh	6002SP	\$11,650
<b>Illinois Paper</b>	<b>Konica</b>	<b>654</b>	<b>\$11,750</b>
Impact	Kyocera	6500i	\$13,803.76
Proven	Canon	IR6255	\$12,350
Proven	Toshiba	eStudio656	\$15,500

After getting bids in and doing some research, we eliminated copiers that cost over \$12,000 and Canon Copiers. We found out that Canon Copiers do not supply small individual parts for their machines, and when something breaks large sections of the system may need to be replaced, hindering our ability to repair the copier and potentially increasing these costs.

Three copiers remained for evaluation. The Konica 654 included the ability to make booklets, fold pages, accepts large card stock, and copies and scans nearly 20% faster than the other models. This machine would allow us to print out booklets of information like the Welcome Packet in a much better looking way, print out hard-card building and garage sale permits instead of ordering them from a supplier, and print out brochures for residents without then taking the time to manually fold them. We anticipate that the savings from these activities would offset the \$569 price difference between this machine and the lower cost Kyocera. Two staff members were sent to try each of the three machines at other locations, and both preferred the additional functionality and user-friendliness of the Konica 654 copier.

#### **STAFF RECOMMENDATION**

Staff recommends purchasing the Konica 654 from Illinois Paper.

#### **ALTERNATE CONSIDERATION**

Purchasing a different copier, or repairing the old copier, would be alternate considerations.

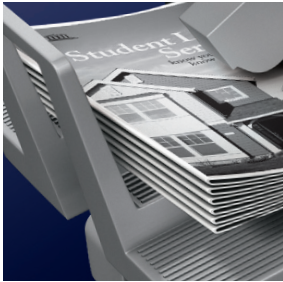
#### **DECISION MODE**

This item will be placed on the November 4, 2013 City Council agenda for formal approval.



KONICA MINOLTA

Konica Minolta's bizhub 654 gives you fast, high-quality B&W print/copy output, color scanning to bring any original into your workflow, even standard dual scanning that handles both sides of the page in a single pass. Our INFO-Palette design features an award-winning 9" color screen with convenient multi-touch interface, like familiar tablets – plus downloadable apps\* to increase your personal and professional productivity. The Emperon® print system is built in, with universal printer drivers, scanning to multiple destinations, and scalable options for enhanced security, auto finishing and faxing. You'll also have industry-leading environmental protection and a lower total cost of ownership to benefit your bottom line. For a document solution that keeps you ahead of the curve, count on the bizhub 654.



# COST EFFECTIVE B&W PRINTING, COLOR SCANNING, AWARD-WINNING DESIGN.



The bizhub 654 proudly joins the bizhub family – named 2013 A3 MFP Product Line of the Year by Buyers Laboratory Inc.



## **bizhub 654** B&W PRINTER/COPIER/SCANNER/FAX

- FAST AFFORDABLE 65 PPM B&W OUTPUT SPEEDS YOUR WORK
- STANDARD DUAL SCANNING HANDLES UP TO 180 ORIGINALS PER MINUTE
- COLOR SCANNING LETS YOU SCAN AND DIGITIZE ANY ORIGINAL
- INFO-PALETTE DESIGN – INSTANT ACCESS TO FAR MORE INFORMATION
- LARGE 9" COLOR DISPLAY WITH FAMILIAR TABLET-LIKE INTERFACE
- MULTI-TOUCH FUNCTIONS: SWIPE, DRAG, DOUBLE-TAP, TOGGLE, PINCH\*
- TRANSPARENT MENUS, CUSTOMIZABLE ICONS, IMPROVED SOFT KEYBOARDS
- DOWNLOADABLE APPS\* TO ENHANCE YOUR PRODUCTIVITY
- SIMITRI® HD TONER WITH BIOMASS TO PROTECT THE ENVIRONMENT
- SCAN-TO-EMAIL, SCAN-TO-FTP, SCAN-TO-ME, SCAN-TO-HOME CONVENIENCE
- 6,650-SHEET CAPACITY, TAB PRINTING SUPPORT, CARBON-COPY PRINTING
- STANDARD 250 GB HDD FOR ON-BOARD DOCUMENT STORAGE
- FINISHING OPTIONS FOR 80-PAGE BOOKLET-MAKING, 100-SHEET STAPLING
- 2/3-HOLE PUNCH, TRI-FOLD, Z-FOLD, POST-INSERTION AND MORE
- INTERNAL CARD READER OPTION, ENHANCED SECURITY OPTIONS
- PAGESCOPE UTILITIES, OPTIONAL VOICE GUIDANCE, PDF/A FILE FORMATS, BAR CODE SUPPORT, OCR FONT SUPPORT
- LOW POWER CONSUMPTION, ECO-INDICATOR TO HELP CUT COSTS

\*Not available at time of launch.



# bizhub 654

MONOCHROME PRINTER/COPIER/SCANNER/FAX



## SPECIFICATIONS

Type	Printer/Copier/Scanner with Stationary Platen
Toner System	Simitri® HD Toner with Biomass
Maximum Monthly Duty Cycle (pages)*	300,000 pages
Print / Copy Speed (Letter, portrait)	65 ppm
Dual Scanner Document Feeder	Duplex Speed: 180 opm, Simplex Speed: 90 opm, Paper Capacity: 150 Sheets, Paper Size: 5.5" x 8.5" to 11" x 17", Paper Weight: Single-Sided/Double-Sided: 9.25 lb. bond to 55.75 lb. bond, Mixed Original: 13.5 lb. bond to 34 lb. bond
Power Requirements / Consumption	120V, 60Hz / Less than 2,100W
Dimensions / Weight	25.5" (W) x 31.5" (D) x 45.5" (H) (with control panel) / 487.25 lb.

## COPY

Warm-up Time / First Copy Time	Less than 22 seconds / 3.7 seconds or less
Copy Resolution / Quantity	600 x 600 dpi / 1-9,999
Magnification	Zoom range: 25% - 400%, 0.1% increments, Preset reduction: 78.5%, 73.3%, 64.7%, 50.0%, Preset enlargement: 121.4%, 129.4%, 154.5%, 200%
Copy Exposure Modes	Text (legible text), Text/Photo (clear text and halftones), Photo (optimized for gradations), Map (fine edges and legible text), Dot Matrix (dot matrix or pencil originals), Copied Paper

## PRINT: Emperon Print System with bizhub Extended Solution Technology / Open API

Processor / Memory / Hard Disk Drive	1.2 GHz (MPC8536) / 2 GB (shared copier memory) / 250 GB (shared copier HDD)
Print Resolution / Grayscale Gradations	600 x 600 dpi (1800 equivalent x 600 dpi) or 1200 x 1200 dpi / 256 shades per pixel
Page Description Language / Fonts	PCL5e/c, PCL6 (XL v.3.0) Emulation, PS3 (v.3016) Emulation, XPS (XML Paper Specification); PCL: 80 Roman fonts, PostScript 3 Emulation: 137 Roman fonts
Operating System Compatibility	<b>PCL6/PS3:</b> Windows XP Home (SP1 or later), Windows XP Professional (SP1 or later)**, Windows Vista**, Windows 7***, Windows Server 2003 Standard/Enterprise**, Windows Server 2003 Standard/Enterprise R2**, Windows Server 2008 Standard/Enterprise**, Window Server 2008 Standard/Enterprise R2; <b>XPS:</b> Windows Vista**, Windows 7***, Window Server 2008 Standard/Enterprise**, Window Server 2008 Standard/Enterprise R2; <b>Mac (PS-PPD):</b> OS 9.2, OS X 10.2.8 to 10.8; <b>Mac (Intel):</b> OS X 10.4 to 10.8
Interface	10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
Network Protocols	TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLMNR, LLTD, SSDP, SOAP

## COPY / PRINT FUNCTIONS

Features	Account Track (1,000 accounts), Administration Mode, Auto Duplex, Auto Tray Switching, Bi-Directional Communication, Card Shot, Copy Guard, Copy Modes (Simplex/Duplex, 2-in-1, 4-in-1, 8-in-1, Book, Booklet, Booklet + Bind), Cover Mode, Creative Functions (Mirror Image, XY Zoom, Image Center, Neg./Pos. Reverse, Image Repeat), Encrypted Network Password Printing, Energy Save Mode, Enlarge Display, Erase (Border, Frame, Edge) Mode, Finishing (Group, Sort, Staple, Punch, Half-Fold, Tri-Fold, Center Staple and Fold, Z-Fold*, Post Insertion†), Form Overlay, HDD Encryption, HDD Job Overwrite, HDD Sanitizing, Image Adjustments (Screen Settings), Image Preview (Job Finishing Image Display, Engine Configuration Display), Interrupt, Job List, Job Reserve, Job Skip, LDAP, Mixplex, Mix-Media, MyTab, Non-Image Area Erase, OHP Interleaving, Password Copy, Program/Recall Jobs, Paper Type Selection (Normal, Thick 1/1+, Thick 2, Thick 3, Thick 4), Print Modes (Simplex/Duplex, 2-in-1, 4-in-1, 6-in-1, 9-in-1, 16-in-1, Booklet, Booklet + Bind), Print from USB, Proof Copy, Secure Printing, Separate Scan, Text Enhancement, User Authentication (Up to 20 Authentication Servers) (Synchronize w/Account Track), User Box Function, Utility (Meter Count, Environment Settings, Default Settings, One-Touch Settings, Check Consumable Life), Watermark, Zoom Selection
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## SCAN

Scan Speed / Resolution	Duplex Scan: 180 opm @ 400 dpi; Simplex Scan: 90 opm @ 400 dpi / 200 dpi, 300 dpi, 400 dpi, 600 dpi
Scan File Formats / Color Modes	TIFF, PDF, Compact PDF, JPEG, XPS, Compact XPS, PPTX / Auto Color, Full Color, Grayscale, Black & White
Scan Functions	Scan-to-Email, Scan-to-FTP, Scan-to-HDD (Scan-to-User Box), Scan-to-Me/Scan-to-Home, Scan-to-SMB (Scan-to-Desktop), Scan-to-USB, Scan-to-WebDAV, Distributed Scan Management, Network TWAIN, WS-Scan, Color Internet Fax

## • FK-511 FAX KIT (OPTIONAL)

Compatibility / Compression	Super G3 compatibility, 33.6 Kbps modem speed / MH, MR, MMR, JBIG data compression
Fax Transmission Speed / Fax Memory	Less than 3 seconds per page (JBIG, standard resolution) / 2 GB (shared print, copy, scan, fax memory)
Fax Line Mode / Fax Exposure Mode	PSTN, PBX, G3 / Text, Text/Photo, Photo, Dot Matrix
Fax Functions	Autodialing (2,000 addresses), Auto Memory Reception, Auto Reduction Printing, Broadcasting (maximum 600 locations), Bulletin Board, Duplex Transmission/Reception, F-Code Support, Group Dialing (up to 500 addresses per group / up to 100 groups), Mailbox Transmission/Reception, Memory/Quick Dial, Overseas Transmission, Password Transmission/Reception, PC-Fax, Polling Transmission/Reception, Print Setting or Overnight Reception, Program Dialing (400 programs), Redial, Relay Transmission, Timer Transmission, TSI Routing
Fax Options	Spare TX-Marker Stamp 2, SP-501 Fax Stamp Unit

## PAPER HANDLING

Original Size	Up to 11" x 17" (scanning/copying), Up to 11" x 17" full bleed on 12" x 18" paper (printing)
Paper Trays	<b>Tray 1 &amp; 2:</b> 500-sheet (universal cassette)/5.5" x 8.5" to 12" x 18"/14 lb. bond to 140 lb. index; <b>Tray 3:</b> 1,500-sheet (fixed cassette)/8.5" x 11", 5.5" x 8.5", 4" x 6"/14 lb. bond to 140 lb. index <b>Tray 4:</b> 1,000-sheet (fixed cassette)/8.5" x 11", 5.5" x 8.5", 4" x 6"/14 lb. bond to 140 lb. index <b>Bypass Tray:</b> 150-sheet bypass/4" x 6" to 12" x 18", 8" x 13"/Banner Paper/ 14 lb. bond to 100 lb. cover up to 300 gsm
• LU-204 Large Capacity Unit	2,500-sheets/8.5" x 11", 8.5" x 14", 11" x 17", 12" x 18"/16 lb. bond to 140 lb. index
• LU-301 Large Capacity Unit	3,000-sheets/8.5" x 11"/16 lb. bond to 140 lb. index
Maximum Paper Capacity	6,650 sheets (total, with options)

## APPLICATIONS

Network & Device Management	PageScope Data Administrator, Driver Packaging Utility, HDD Back-Up Utility, Log Management Utility
User Tools	PageScope Web Connection, PageScope Direct Print, PageScope Box Operator, PageScope Print Status Notifier, Copy Protect Utility, Print Utility for Unix
Management Tools	bizhub vCare support
• PageScope Enterprise Suite	PageScope Account Manager, PageScope Authentication Manager, PageScope MyPrint Manager, PageScope MyPanel Manager, PageScope Net Care Device Manager (standard)

## • ADDITIONAL OPTIONS

• Authentication / Security Options	AU-102 Biometric Authentication Unit, AU-201H HID Proximity Card Authentication Unit, AU-202H HID iClass Card Authentication Unit, AU-204H Magnetic Stripe Card Reader, AU-211P CAC/PIV Solution†, SC-508 Copy Guard Kit, WT-506 Working Table to support Authentication Devices, MK-735 Internal Mount Kit
• External Keyboard	KH-102 Keyboard Mount Kit, KP-101 10-Key Pad, EK-604 USB Interface for External Keyboard and Voice Guidance, EK-605 USB Interface for External Keyboard, Bluetooth Support and Voice Guidance
• i-Option	LK-101 v3 i-Option, LK-102 v3 i-Option, LK-104 v3 i-Option, LK-105 v3 i-Option, LK-106 i-Option, LK-107 i-Option, LK-108 i-Option, UK-204 i-Option Memory Upgrade Kit
• Finishing	FS-535 100-Sheet Staple Finisher, FS-534 50-Sheet Staple Finisher, FS-534 50-Sheet Staple Finisher + SD-511 Saddle Stitcher Kit, JS-602 Job Separator Tray (FS-535), OT-503 Output Tray (Exit Tray), PI-505 Post Inserter†† (FS-535), PK-520 Punch Kit (FS-534), PK-521 Punch Kit (FS-535), SD-512 Saddle Stitcher Kit (FS-535), ZU-606 Z-Fold Unit†† (FS-535)

• OPTIONAL • STANDARD

\*Maximum Monthly Duty Cycle may vary by country.  
\*\*Both 32-bit and 64-bit versions supported.  
\*\*\*Windows 7 Home Basic Edition supports 32-bit only.  
†Not available at time of launch.  
††ZU-606 and PI-505 only available for FS-535.



KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.  
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Ramsey, NJ 07446

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

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A KONICA 654 COPIER FROM ILLINOIS PAPER IN AN AMOUNT NOT TO EXCEED \$11,750.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the City Administrator to purchase a Konica 654 Copier from Illinois Paper in an amount not to exceed \$11,750.00.

**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 4<sup>th</sup> day of November, 2013.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**City of Darien**  
**Minutes**  
**Administrative/Finance Committee - October 7, 2013**

The meeting was called to order by Alderman Ted Schauer at 6:00 pm. Committee members present: Aldermen Beilke and Kenny. Also present: Treasurer Michael Coren and City Administrator Bryon Vana.

**Police Pension Fund Actuarial Report - Fiscal Year Ending April 30, 2014**

Treasurer Coren presented the Police Pension Fund Actuarial Report for FYE 4-30-14 which is the basis for the police pension tax levy that will be formally approved in December. In summary, the report recommends a 2013 tax levy of \$1,196,027, last year's approved levy was \$1,115,282, this year's recommended levy is a 7.2% increase over last year's levy, and the 3 year budget forecast estimated a police pension levy of \$1,204,505 for the 2013 tax levy. Administrator Vana advised no action is necessary as the recommendation will be included with the tax levy document.

**Tax Levy Determination for General and Special Purposes for Fiscal Year 2013-2014**

Staff advised the recommended ordinance requests a general corporate purpose (general fund) and special corporate levy (police pension fund) of \$1,629,140 which represents a 0% increase over this year's non-bond extension (\$1,126,572) and abatement (\$502,568) of \$1,629,140. Since we anticipate a decrease in the assessed valuation city wide the tax rate may increase slightly, however property owners will pay the same total amount they paid last year. I determined the levy for the police pension fund based on the actuary report conducted on the Police Pension Fund. Staff advised that the recommended levy for Special Service Area #1, \$5,000 which is the same as last year. The committee recommended 3-0 for approval of the levy determination and ordinances which:

- Set the City's 2013 general property tax levy and special corporate tax levy (police pension fund) at \$1,629,140
- Set the City's 2012 Special Service Area I property tax levy at \$5,000
- 

**Audit to Budget comparison – Fiscal Year Ending April 30, 2013**

Staff advised that upon completion of the annual audit the Administrative/Finance Committee reviews a comparison between the audited numbers and the estimated numbers. This year's review included an excel document containing a summary and detailed sheet on various funds. Administrator Vana advised that the General Fund audited fund balance exceeded the estimated balance used in the 4-30-14 budget by \$847,422. The City Council previously approved the *Capital Improvements Plan Guidelines*. Section 3 of the guidelines states that any surplus from the general fund, in excess of 3 months operating reserve, will be transferred to the capital projects fund annually. Based on these guidelines staff am recommended that the City Council transfer \$847,422 to the Capital Projects Fund from the General Fund. The committee approved 3-0 to recommend a transfer of \$872,422 to the Capital Projects Fund.

**Minutes**

The minutes of the September 3, 2013 Administrative/Finance Committee meeting were approved 3-0.

**Adjournment**

The meeting adjourned at 6:50 pm.

Approved:

Ted Schauer, Chairman \_\_\_\_\_

Joseph Kenny, Member \_\_\_\_\_

Tina Beilke, Member \_\_\_\_\_