

CITY OF DARIEN

NOTICE OF SPECIAL MEETING

PLEASE TAKE NOTICE THAT THE MUNICIPAL SERVICES COMMITTEE HAS SCHEDULED A SPECIAL MEETING TO BE HELD ON TUESDAY, SEPTEMBER 3, 2019, 6:30 PM IN THE CITY COUNCIL CHAMBERS AT CITY HALL, 1702 PLAINFIELD ROAD, DARIEN, ILLINOIS. AGENDA IS AS FOLLOWS:

1. CALL TO ORDER
2. ESTABLISH A QUORUM
3. OLD BUSINESS
 - a. **REMOVE FROM TABLE - RESOLUTION** – Authorizing the Mayor to execute a contract with JLJ Contracting, Inc. for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$65,800.
 - b. **RESOLUTION** – Authorizing the Mayor to execute a contract with JLJ Contracting, Inc. for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$65,800.
4. ADJOURNMENT

THIS NOTICE IS GIVEN PURSUANT TO CHAPTER 5, SECTION 120/2.02 OF THE ILLINOIS COMPILED STATUTES (5 ILCS 120/2.01).

**JOANNE E. RAGONA
CITY CLERK
AUGUST 29, 2019**

AGENDA MEMO
Municipal Services Committee
Special Meeting
September 3, 2019 – 6:30 p.m.

ISSUE STATEMENT-Old Business

Un-table-resolution authorizing the Mayor to execute a contract with JLJ Contracting, Inc. for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$65,800.

Discussion followed by [resolution](#) authorizing the Mayor to execute a contract with JLJ Contracting, Inc. for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$65,800.

BACKGROUND

Update-Municipal Service Committee August 26, 2019

The Municipal Services Committee met on Monday, August 26, 2019 and discussed the proposed Waterproofing Project for the Historical Society. Director Gombac introduced the project and provided the following summary regarding the scope of work:

- A. 1. Foundation leak identified approximately one year ago for 2019/20 Budget
Budget estimate was \$30,000
Preliminary quote in the amount of \$30,000 was budgeted for waterproofing
Not included within the scope of work was the following:
Removal and restoration of the interior basement wall coverings and limited framing
Removal and preservation of the existing landscaping-limited to ground cover and bushes
Excavation-Includes the removal and disposal of soils approximately 8-foot deep by five
in. width adjacent to majority of the building
Backfill-placement of aggregate material
Temporary removal and installation of the existing A/C unit
Landscape restoration-topsoil, sod, existing plantings and City provided mulch*
- A. 2. One bid in the amount of \$65,800 was received and was over the proposed line item
in an amount of \$35,000. Director Gombac also reported that there was an opportunity
for cost savings. Cost savings could be achieved through identifying walls that may only
require removal of the interior wall to repair an existing leak, therefore eliminating the
cost of the exterior portion of the same wall. The scope of work is unknown until the wall
is exposed.*

General Information and Inquiries

The goal of the project was to award one vendor to complete the entire project versus having two vendors, thus avoiding scope of work conflicts.

Further background information is provided below.

The Committee discussed and inquired the following:

B. 1. Committee Inquiry: Could the work be completed in phases?

Director Gombac Response-Not recommended, as cost of the project would increase if completed within phases

B. 2. Committee Inquiry: What are the effects of the current leak?

Director Gombac Response-Unknown to the extent of current and ongoing damage

B. 3. Committee Inquiry: Could additional funds be provided through the Historical Society

Director Gombac Response-It is unknown whether the Historical Society has the ability for cost sharing. The current policy by Resolution No. R-100-15, attached and labeled as [Attachment 1](#), is for the City to undertake all maintenance projects in excess of \$5,000.

B. 4. Committee Inquiry: Request of the Historical Society to provide a summary in respect to current fund raising events and current memberships in place.

Committee Decision Mode: Table the agenda item and invite representatives of the Historical Society to present the above information

Upon conclusion of the discussion the Committee voted to Table the agenda item and invite the Historical Society representatives to provide responses to the requested inquiries above.

Director Gombac reached out to Ms. Dean Rodkin requesting their presence for a Special Meeting to provide additional information as requested above.

Original Background

The City Municipal Services Department is responsible for certain capital maintenance projects that are in excess of \$5,000, for the Historical Society as they relate to the Old Lace School, located at the North West corner of 75th Street and Cass Avenue. In 2018, the caretakers of the Old Lace School Museum had identified that the basement of the building has numerous locations of water infiltration through the existing foundation. The City Staff had confirmed the infiltration and contacted waterproofing professionals to forward budgetary numbers for the 2019/20 Budget. The budgetary proposal included waterproofing the building foundation perimeter and did not include restoration. Restoration was not included for budgetary purposes, as Staff understood the impact to be minimal. Upon reviewing the scope of work and preparation of the contract documents, it was identified that a destructive methodology was required to repair the foundation. The scope of work further identified the additional items will be required to properly complete the foundation repairs:

1. Removal and preservation of the existing landscaping-limited to ground cover and bushes

2. Excavation-Includes the removal and disposal of soils approximately 8-foot deep by five foot in width adjacent to majority of the building
3. Backfill-placement of aggregate material
4. Removal and restoration of the interior basement wall coverings and limited framing
5. Temporary relocation and placement of items adjacent to the interior walls
5. Temporary removal and installation of the existing A/C unit
6. Landscape restoration-topsoil, sod, existing plantings and City provided mulch

Staff had solicited for competitive bids and received one responsive bid on August 15, 2019. Attached and labeled, as [Attachment 2](#) is the bid results for the project. The proposed project called for FYE120 funding in the amount of \$30,000 and due to the additional work required, the budgeted line item 01-30-4223 will be in excess of the budgeted amount by \$35,800. The repairs are critical to preserve water damage to the historic artifacts in place.

COMITTEE RECOMMENDATION

Staff recommends approval of this resolution with JLJ Contracting, Inc.

The Committee is requested to provide a recommendation upon further discussion.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the September 16, 2019 City Council agenda for formal approval.

RESOLUTION NO. R-100-15

A RESOLUTION TO ENTER INTO A LONG TERM LEASE AGREEMENT WITH THE DARIEN HISTORICAL SOCIETY AND SCHOOL DISTRICT 61 FOR THE PROPERTY KNOWN AS "OLD LACE SCHOOL HOUSE"

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 approves a Resolution to enter into a long term lease agreement with the Darien Historical Society and School District 61 for the property known as "Old Lace School House", 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 19th day of October, 2015.

AYES: 7 - Beilke, Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer

NAYS: 0 - NONE

ABSENT: 0 - NONE

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of October, 2015.

Kathleen Moesle Weaver
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

Joanne E. Ragona
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

John B. Murphy
CITY ATTORNEY



LEASE AGREEMENT

THIS LEASE AGREEMENT is dated this 19th day of October, 2015, by and among Darien School District No. 61, DuPage County, Illinois (the “District”), the City of Darien, DuPage County, Illinois (the “City”), and the Darien Historical Society, a non-for-profit corporation, organized and operating under the laws of the State of Illinois (“DHS”).

RECITALS

A. For many years, the District and City have had a two-party lease agreement pursuant to which the City leases property known as the “Old Lace School House” located on District-owned property at the northwest corner of 75th Street and Cass Avenue in the City (the “Subject Property”).

B. The Subject Property is more particularly described on **Exhibit 1** attached to this Agreement.

C. Likewise, for many years, the City and DHS have had an operating agreement pursuant to which DHS occupies the building on the Subject Property for limited purposes and at limited times consistent with the DHS Articles of Incorporation.

D. The parties desire to continue this relationship in recognition that the activities of DHS are of significant historical and community importance to the residents of the City and the District. To that end, the parties desire to enter into a new Lease Agreement setting forth the parties’ respective rights, duties and responsibilities.

Accordingly, it is hereby agreed among the parties as follows:

Section 1. Agreement to Lease. The District hereby agrees to lease the Subject Property to the City for the sum of ONE & 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged by the District.

Section 2. **Maintenance.** The City, as Lessee, and the DHS, as the City's designated operator, hereby agree that during the term of this Lease Agreement, they will keep the interior and exterior of the Subject Property in good condition. The City shall maintain the non-routine building maintenance and all plumbing, heating, furnace, and electrical fixtures and equipment in good and workable order at all times. The non-routine items will be designated as any items exceeding \$5,000.

Section 3. **Purpose.** The City and DHS agree that the Subject Property shall be used solely for the purposes set forth in the Articles of Incorporation of DHS. In the event any amendment to said Articles of Incorporation are proposed by DHS, DHS shall give prior notice to the District.

Section 4. **Lease Not Assignable.** This Lease Agreement may not be assigned by the City without the written consent of the District.

Section 5. **Condition at Termination.** At the termination of this Lease Agreement, the City shall yield up possession of the Subject Property with the fixtures which are now or at any time may be installed in the future in as good condition in all respects, reasonable wear and tear excepted, as currently exist.

Section 6. **Insurance.** The District, the City and the DHS shall all maintain liability insurance covering each party's respective obligations in connection with this Agreement.

Section 7. **Exterior Modification.** The City shall make no substantial change to the exterior of the Subject Property without the written consent of the District, which consent shall not be unreasonably withheld.

Section 8. Utilities and Custodial. The City may be responsible for all utility costs and custodial service costs associated with the Subject Property if the DHS does not have sufficient funds for those expenses.

Section 9. Parking. Subject to parking requirements for school-related events, the City and DHS shall have parking privileges on the school parking lots adjacent to the Subject Property.

Section 10. Recognition of Public Benefit. The District recognizes that the Old Lace School House has been and will continue to be preserved as an historical museum. As such a museum, it is an educational resource to the District and of substantial benefit to the community as a whole.

Section 11. Term. This Lease Agreement shall run for a term of twenty-five (25) years from its approval by the District and the City. Notwithstanding the above, the City may terminate this Lease Agreement on 30 days notice if the City determines that the continued operation of the museum on the Subject Property is no longer in the best interest of the City or DHS.

Section 12. Notices. All notices required or contemplated by this Lease Agreement shall be in writing and shall be sent by certified mail or by a recognized commercial courier service such as Fed Ex or UPS as follows:

If to the District:

Superintendent
Darien Elementary School District No. 61
Lace School
7414 Cass Avenue
Darien, Illinois 60561

If to the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attention: City Administrator

If to DHS:

Darien Historical Society
c/o City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attention: City Administrator

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of
the day and year first above written.

DARIEN SCHOOL DISTRICT NO. 61

By: Jeanne Bkweit
President, Board of Education

Attest: [Signature]
Secretary

CITY OF DAREN

By: Kathleen Maerli Weaver
Mayor

Attest: [Signature]
Clerk

DARIEN HISTORICAL SOCIETY

By: Staudia Deane Rodkin
Its: President

EXHIBIT 1

DESCRIPTION OF SUBJECT PROPERTY

The frame building located near the intersection of 75th Street and Cass Avenue at the southeast corner of the Lace School site including an area surrounding the existing structure for purposes of landscaping, gardening, and for beautification and such area shall be described as follows:

Commencing at the intersection at the west right-of-way line of Cass Avenue and the north right-of-way line of 75th Street, thence west along such north right-of-way line of 75th Street to a point 69 feet west of the west line of the existing structure extended, thence north along a line parallel to the west line of the building and 69 feet west of such structure to the south line of the south driveway of the new Lace School, thence east along the south line of said driveway to the west right-of-way line of Cass Avenue, thence south along said west right-of-way line of Cass Avenue to the point of beginning.

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 **RESOLUTION NO. R-100-15 — “A RESOLUTION TO ENTER INTO A LONG TERM LEASE AGREEMENT WITH THE DARIEN HISTORICAL SOCIETY AND SCHOOL DISTRICT 61 FOR THE PROPERTY KNOWN AS “OLD LACE SCHOOL HOUSE”** of the City of Darien, Du Page County, Illinois, duly passed and approved by the Mayor and City Council at a Meeting Held on October 19, 2015.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 19th day of October, 2015.



JoAnne E. Ragona

City Clerk



SEALED BID-Historical Society Waterproofing - 75th St & Cass Ave - North West Corner
OPENING DATE/TIME: August 15, 2019 11:00 a.m.

**2019 CITY OF DARIEN
- HISTORICAL SOCIETY WATERPROOFING -
75TH ST & CASS AVE- NORTHWEST CORNER**

JLJ CONTRACTING, INC.

Item #	Item Description	Unit	Estimated Quantity	Estimated Quantity	Unit Price	Extended Price
1	8 Locations, labeled as 1-8 to include an Epoxy/Urethane Injection Crack Repair-Up to 8-foot deep	Lump Sum	1	64	\$ 75.00	\$ 4,800.00
2	6 Locations, labeled as 9-14 –Exterior Wall Parging (Cement Plaster) Approximately 48 feet of wall by 8 foot tall.	Square Foot	225	225	\$ 35.00	\$ 7,875.00
3	6 Locations, labeled as 9-14 Approximately 48 feet of wall by 8 foot tall–Exterior Subsoil Membrane	Square Foot	225	225	\$ 125.00	\$ 28,125.00
4	Remove existing paneling and framing as required to access cracks for repairs.	Square Foot	800	800	\$ 5.00	\$ 4,000.00
5	Awarded vendor shall be required to replace the framing, drywall, prime, paint-(two coats) and install trim.	Square Foot	800	800	\$ 25.00	\$ 20,000.00
6	Temporary disconnect and re-connect of the existing A/C unit.	Lump Sum	1	1		\$ 1,000.00
*Total						\$ 65,800.00

bid bond-yes

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH JLJ CONTRACTING, INC. FOR THE FOUNDATION REPAIRS CONSISTING OF WATERPROOFING, AND RESTORATION OF THE OLD LACE SCHOOL IN AN AMOUNT NOT TO EXCEED \$65,800.

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 JLJ Contracting, Inc. for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$65,800, 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 16th day of September, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of September, 2019.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

SECTION III

BIDDER SUMMARY SHEET

**2019 CITY OF DARIEN HISTORICAL SOCIETY-75TH AND
CASS AVE NORTH-WEST CORNER 7422 CASS AVENUE**

Firm Name: JLJ Contracting, Inc.

Address: 2748 S. 21st Avenue

City, State, Zip Code: Broadview, IL 60155

Contact Person: John Orban

FEIN #: 74- 3077036

Phone: (708) 343- 3340

Fax: (708) 343- 3360

Mobile: (708) 473- 5890

E-mail Address: jorban@jljcontracting.com

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. - , Dated -

Addendum No. - , Dated -

**Summary Schedule of Cost for the 2019
City Of Darien Storm Darien Historical Society-75th and Cass Ave
North-West Corner 7422 Cass Avenue**

All bids shall be sealed and returned prior to the bid opening at 11:00 a.m. on Thursday, August 15, 2019 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	8 Locations, labeled as 1-8 to include an Epoxy/Urethane Injection Crack Repair-Up to 8-feet deep	Linear Foot	64	\$ 75.00	\$ 4,800.00
2	6 Locations, labeled as 9-14 –Exterior Wall Parging (Cement Plaster) Approximately 48 feet of wall by 8 foot tall.	Square Foot	225	\$ 35.00	\$ 7,875.00
3	6 Locations, labeled as 9-14 Approximately 48 feet of wall by 8 foot tall –Exterior Subsoil Membrane	Square Foot	225	\$ 125.00	\$ 28,125.00
4	Remove existing paneling and framing as required to access cracks for repairs.	Square Foot	800	\$ 5.00	\$ 4,000.00
5	Awarded vendor shall be required to replace the framing, drywall, prime, paint-(two coats) and install trim.	Square Foot	800	\$ 25.00	\$ 20,000.00
6	Temporary disconnect and re-connect of the existing A/C unit.	Lump Sum	1	-	\$ 1,000.00
	*TOTAL		TOTAL LINES 1-6		\$ 65,800.00

***AWARD OF CONTRACT IS BASED ON TOTALS OF 1-6.**

Company Name: JLJ Contracting, Inc.

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:

Lump sum pricing for the 2019 Darien Historical Society-75th and Cass Ave North-West Corner. (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: _____